

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE

(Hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.07**

(Hereinafter called the "Union")

APRIL 1, 2020 - MARCH 31, 2024

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ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Employees concerned in the interest of:
- Maintaining mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement
 - Providing for the prompt and equitable disposition of grievances
 - Delivering effective and efficient Town services
- 1.02 The Employer recognizes the Canadian Union of Public Employees and its Local 905.07 as the bargaining agent for all of its Employees save and except Leisure and Community Services Department Maintenance Technician, assistant foremen, foremen, persons above the rank of foreman, office and clerical Employees, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation or periods between terms for co-op students.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the management of the operations and direction of the working forces are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Select, hire, transfer, lay-off, assign to shifts, promote, demote, classify, recall and retire Employees and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that they has been discharged or disciplined without just cause may be the subject of a grievance;
 - (c) Make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees;
 - (d) Determine the nature and kind of operations conducted by the Employer, the kind and location of depots, equipment, processes and materials to be used, the control of material and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to introduce improved methods, machinery and equipment, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

- 2.02 The Employer agrees that none of the rights set forth in this Article will be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 3 – RESPECTFUL WORKPLACE

- 3.01 It is the responsibility of the Employer to provide and maintain a harassment-free and violence-free workplace. The Parties agree that the workplace should be free of harassment, violence, discrimination and offensive remarks, materials and behaviours.

The Employer and the Union agree there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age; ancestry, colour, or race; citizenship; ethnic origin; place of origin; creed; disability; family status; marital status; gender identity or gender expression; record of offences; sex, including pregnancy and breastfeeding; sexual orientation; the association with others similarly protected; or any other prohibition of the *Human Rights Code*; nor by reason of their activity or non-activity in the Union.

ARTICLE 4 - UNION MEMBERSHIP

- 4.01 The Employer and the Union agree that all Employees of The Town of Whitchurch-Stouffville who fall within the CUPE Local 905.07 bargaining unit shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union, subject to *The Ontario Labour Relations Act, S.O. 1995*.
- 4.02 Employees will not engage in Union activities during paid working time or hold meetings at any time on the premises of the Employer without the permission of the Department Head or designate of the Employer.
- 4.03 The Employer agrees to deduct from wages due and payable to each Employee the regular monthly union dues as stipulated in writing by the Union to the Employer.
- 4.04 The Union shall indemnify and hold the Employer harmless with respect to all union dues deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.

ARTICLE 5 - CORRESPONDENCE

- 5.01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the Chief Administrative Officer of

the Employer and the Whitchurch-Stouffville Unit Chairperson of the Union.

- 5.02 The Union agrees to keep the Employer advised of the names of the officers of the Union and of the names of those Employees on Union committees, upon their election or appointment to office.

ARTICLE 6 - RELATIONS

- 6.01 A Union bargaining committee shall be elected or appointed and shall consist of not more than four (4) Employees.
- 6.02 Subject to Article 6.07, Employees on the Union bargaining committee shall have the right to attend meetings with the Employer held during normal working hours without loss of pay, seniority or benefits, up to and including conciliation.
- 6.03 (a) The Employer acknowledges the right of the Union to appoint or elect three (3) Stewards, one (1) from the Public Works Department and two (2) from the Leisure and Community Services Department (one (1) from Parks and one (1) from Facilities), from amongst Employees who have completed their probationary period and who are covered by this Agreement. The function of these Stewards shall be to assist Employees in their respective areas in the processing of any grievance which may properly arise under the provisions of this Agreement.
- (b) The Union acknowledges that the Stewards have regular work duties and functions to perform and that the Stewards must therefore obtain permission from their immediate supervisor prior to leaving those duties and functions in order to assist an Employee with the processing of a grievance. The Union further acknowledges that the Employer reserves the right to direct the Stewards to return to their duties if the amount of time spent in dealing with an Employee regarding a grievance is unreasonably lengthy.
- (c) The Union will notify the Employer of the names of the Stewards in writing before the Employer shall be required to recognize such Stewards. The Union agrees to provide the Employer with notice of any changes within seven (7) days.
- 6.04 A grievance committee shall be elected or appointed and shall consist of not more than one Steward and the Whitchurch-Stouffville Unit Chairperson or their designate. All Stewards shall have at least twelve (12) months seniority with the Employer and shall be regular Employees of the Employer during their time of office.

- 6.05 Subject to Article 6.07, Employees on the grievance committee shall have the right to attend meetings with the Employer held during normal working hours without loss of pay, benefits or seniority up to and including Arbitration and or Mediation.
- 6.06 Employees shall have the right at any time to have the assistance of a representative of the Union (in addition to any external CUPE National / Local 905 representatives) in respect of a grievance or negotiations with the Employer.
- 6.07 Employees on committees wishing to attend meetings with Employer representatives shall request approval to attend from their immediate supervisor, whose approval shall not be unduly withheld providing it does not result in over-time or increased costs to the Employer.

ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE

- 7.01 (a) A Labour/Management Committee may meet with a view to promoting good labour management relations and communications. The Committee shall meet as required at a mutually agreeable time and date. Meetings will be scheduled a minimum of four (4) times per year.
- (b) No Employee acting as a Union Committee representative will lose pay, benefits or seniority for time spent at Committee meetings.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The Employer and Union agree that it is of the utmost importance to adjust grievances as quickly as possible in accordance with the procedures set out below.

8.02 A grievance shall be defined as any difference between the Employer and the Employee or Union relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

8.03 Step 1

It is agreed that an Employee does not have a grievance unless they have discussed the matter with their immediate Supervisor within four (4) working days of the event or time at which the Employee became aware or ought reasonably to have become aware of the event leading to the grievance.

The immediate Supervisor shall reply to the Employee within four (4) working days.

Grievances and replies of the Employer shall be in writing commencing at Step 2 of the grievance procedure.

Step 2

Within four (4) working days of their receipt of the immediate Supervisor's reply, the Employee or Steward shall submit to the appropriate Department Head a written statement of the particulars of their grievance, including the articles of this Collective Agreement alleged to have been violated, and the remedies sought.

The Department Head shall give their decision in writing within four (4) working days of the submission of the grievance to him.

Step 3

Failing satisfactory settlement at Step 2, the Employee or Steward may submit their grievance to the Chief Administrative Officer within four (4) working days of their receipt of the reply at Step 2. The Steward will convene a meeting at a mutually acceptable time with the grievance committee, the grievor and representatives of management, including the Chief Administrative Officer, within five (5) working days of the submission of the grievance to the Chief Administrative Officer. A decision in writing will be provided no later than five (5) working days from the date of the meeting.

8.04 If final settlement of the grievance is not reached at Step 3, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 9 below. Such referrals shall be made and received by the other party within ten (10) working days after the decision given under Step 3 and if no such written response for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.

8.05 A policy grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3. This article shall not be used by the Union to initiate a grievance that should properly be an individual or group grievance.

ARTICLE 9 - ARBITRATION

9.01 If a grievance has not been resolved and the Grievance Procedure has been exhausted, any difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, may be submitted to arbitration at any time within ten (10) working days after the decision at Step 3, Article 8.03, is given, but not thereafter.

- 9.02 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to this Agreement indicating the names, addresses and fax numbers (if any) of three sole Arbitrators.
- Within ten (10) working days thereafter, the other party shall either accept one of the suggested sole Arbitrators or suggest three alternate sole Arbitrators.
- If the parties are unable to agree upon a sole Arbitrator within a period of fourteen (14) working days, then the sole Arbitrator shall be such person the Office of Arbitration of the Ministry of Labour for Ontario may designate or appoint.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all the steps of the Grievance Procedure.
- 9.04 The Union and the Employer shall each pay one-half (½) of the expenses of and fees payable to the sole Arbitrator.
- 9.05 The proceedings before the sole Arbitrator shall be expedited by the parties hereto and the decision of the sole Arbitrator will be final and binding upon the parties and the Employees covered by this Agreement.
- 9.06 The sole Arbitrator shall not have any power to alter or change any provisions of this 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.
- 9.07 The time limits provided in this Article and in Article 8 regarding the Grievance Procedure are mandatory and may only be extended by mutual written agreement between the Employer and the Union.
- 9.08 In calculating the time periods provided for in this Article and Article 8 regarding the Grievance Procedure, Saturdays, Sundays and paid holidays shall be excluded and shall not be considered as "working days".
- 9.09 If mutually agreeable by both parties, and in an attempt to find resolution to any matter proceeding to arbitration, the matter may be heard by a mutually agreed-to mediator.

ARTICLE 10 - DISCIPLINE AND DISCHARGE CASES

- 10.01 Prior to or at the time of imposition of discipline or discharge, an Employee shall be advised by the Employer of the reasons therefore. The Employee may have a representative of the Union present. In the case of a discharge, the Employee and the Union will be provided with the reasons in writing for such action.

- 10.02 A grievance by an Employee who has acquired seniority that they have been discharged without just cause shall commence at Step 3 of the Grievance Procedure.
- 10.03 At the Employee's request, the Corporation shall remove and place in a sealed envelope, any letter of discipline from their record, twenty-four (24) months following the receipt of such letter, provided the Employee's record has been clear of similar offenses for the past twenty-four (24) months. It is understood that references will not be made to the discipline, after the said twenty-four months period clear of similar offenses. The Union shall be notified of any opening of the sealed envelope.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined as the length of continuous service with the Employer. Seniority shall operate on a bargaining unit wide basis.
- 11.02 The Employer shall maintain a seniority list which shall be sent to the Union and posted on all bulletin boards in January of each year.
- 11.03 An Employee shall forfeit all seniority and their employment shall be deemed to end under the following conditions:
- (a) if the Employee quits or retires;
 - (b) if the Employee is discharged for just cause and not reinstated through the grievance procedure;
 - (c) if the Employee is absent from work for more than two (2) consecutive working days without notifying the appropriate immediate Supervisor, unless an explanation satisfactory to the Employer is given by the Employee;
 - (d) they fail to report to work within two (2) days of the date specified for him to do so in a letter of recall sent to him by registered mail by the Employer, which letter must be sent no later than ten (10) working days prior to the specified date of recall to the Employee at their last known mailing address on the records of the Employer;
 - (e) they engage in other gainful employment while on leave of absence unless they have received permission in writing from the Employer to undertake such employment;
 - (f) they fail to return to work upon the termination of an authorized leave of absence on their next scheduled shift unless a reason acceptable to the Employer is given;

- (g) if the Employee has been off the payroll for a continuous period of twelve (12) months (an Employee receiving WCB top-up payments under Article 20.07 shall be deemed to be off the payroll) or twenty-four (24) months from the initial date of absence when in receipt of LTD payments.

11.04 A bargaining unit Employee who receives a full-time permanent position with the Employer outside of the bargaining unit will retain their bargaining unit seniority in its entirety, provided the Employee returns to the bargaining unit within a time period equivalent to the seniority which the Employee accumulated while in the bargaining unit.

11.05 It is the duty of each Employee to notify the Employer promptly of any change in principal address and/or telephone number. If an Employee fails to do so, the Employer will not be responsible for failure of a notice to reach the Employee.

ARTICLE 12 - PROBATIONARY AND TEMPORARY EMPLOYEES

12.01 A Full Time Permanent Employee shall be on probation for a period of six (6) months from the date of hiring. After completion of their probationary period, seniority shall date back to the date of hire. Probationary Employees shall only be covered by the following provisions of this Collective Agreement: 2; 4.03; 15; 16; 19; 20; 21; 23; 25; 26.02; Schedule A and shall have the right to grieve the violation of these articles. Probationary Employees may accumulate lieu time in accordance with Employment Standards Act concerning overtime and this agreement, but the lieu time may not be taken as time off until the Employee completes the probationary period.

12.02 The discharge of a probationary Employee shall be within the sole discretion of the Employer and cannot be made the subject matter of a grievance.

12.03 (a) A temporary Employee shall mean a person employed by the Employer who is hired for a stated purpose and period of time not to exceed eight (8) consecutive months. Temporary Employees shall only be covered by the following provisions of this Collective Agreement: 2; 4.03; 15; 16 (except 16.04); 24.01 (b); 25 (except 25.04); 26.02; Schedule A and shall have the right to grieve the violation of these articles.

(b) Temporary Replacement Employee

It is understood, where a permanent Employee is on an approved leave of absence (for example, pregnancy/parental leave, long-term disability leave), the Employer may fill the incumbent's position for the length of their absence to a maximum of 24 months. The Employer shall advise the union of the hiring of a temporary Employee hired to backfill a permanent Employee on leave, including the name of the individual and the estimated

duration. Compensation for such temporary replacements shall be as follows:

- In the event a temporary Employee is assigned to underfill the subject position and compensated at the Temporary Labourer classification, after 12 months of such temporary replacement, the individual shall be paid at the 1st step of the applicable classification for which they have been assigned, and eligible for pay progression per Schedule A – Wage Scale.
- In the event a temporary Employee with the requisite qualifications is assigned to perform the full duties of the subject position, he/she shall be compensated at the 1st step of the applicable classification for which they have been assigned, and eligible for pay progression per Schedule A – Wage Scale.
- Temporary Replacement Employees shall be entitled to one (1) paid sick day for every seventeen (17) continuous weeks of service up to a maximum of three (3) sick days per calendar year. Should the Temporary Replacement Employee's employment terminate prior to the end of a full year it is understood time taken shall **be** prorated and any time taken but not accrued will be deducted from the Employee's final pay cheque.
- Temporary Replacement Employees shall be entitled to the same Uniform Clothing Allowance as regular Full-Time Employees. After seventeen (17) weeks of continuous service, Temporary Replacement Employees shall receive a safety boot allowance to a maximum of Two Hundred Dollars (\$200) per year, which shall be paid to the Temporary Replacement Employee upon provision of proof of purchase and the appropriate expense sheet.

12.04 A temporary Employee who, without a break in service, becomes a permanent full-time Employee in the same classification is entitled to credit the temporary service accumulated towards their seniority. The probationary period can only be completed during full-time permanent service.

A temporary Employee who completes two contracts totaling a minimum of 12 months and has been the successful applicant in a competition for a permanent full-time position, shall have their probationary period reduced to three months. For clarity, it is understood the reduction in probation period does not impact the time period for wage progression.

12.05 The suspension or discharge of a temporary Employee shall be within the sole discretion of the Employer and cannot be made the subject matter of a grievance.

12.06 Cross Department Temporary Assignments between Public Works and Leisure and Community Services:

Permanent Employees who are qualified may be temporarily assigned by the Corporation to a bargaining unit position in the other department for a maximum period of six (6) months. Initially, volunteers will be sought for temporary assignments not filled within the subject department by posting a notice on bulletin boards in the other department.

Selection of volunteers shall be based on qualifications and related experience; where candidates are relatively equal, seniority shall govern. Alternatively, if volunteers are not forthcoming, the Corporation will assign the most junior qualified Employee(s). Said Employees shall not be obligated to work two (2) consecutive temporary assignments. It is agreed said Employees may be required to work shifts.

When an Employee is temporarily assigned by the Corporation to a bargaining unit position in a classification with a lower wage, they shall continue to be paid at the rate applicable to the classification from which they were assigned. When an Employee is temporarily assigned by the Corporation to a bargaining unit position in a classification with a higher wage, article 25.04 applies.

The Employee will return to their home position upon completion of the temporary assignment. For assignments greater than one-month duration, either party may end the assignment earlier than originally specified by providing two weeks' written notice.

ARTICLE 13 - PROMOTIONS

13.01 Job Postings

When the Employer determines that a permanent vacancy exists, or when a new position is created by the Employer within the bargaining unit, the Employer shall post notices of the position on all bulletin boards for five (5) working days and shall forward a copy of the notice to the Union. The position will not be filled until the posting period has expired. Such notice shall contain the following information:

Classification
Qualifications
Department
Wage Rate
Summary of Job Duties

The Employer will endeavour to select a candidate as expeditiously as possible.

13.02 Employee's Selection

Promotions to a permanent position shall be based upon the following factors:

- (a) Qualifications, ability, related experience and work record;
- (b) Seniority.

Where the requirements in paragraph (a) are relatively equal, seniority shall govern.

13.03 Notification to Union

The Union will be advised of the name of the successful applicant. The Employer shall advise the Union of all promotions, lay-offs and terminations of employment.

13.04 Hiring of Outside Applicants

No outside applicant for any permanent vacancy shall be considered until the applications of present qualified Union members have been fully processed by the Employer.

13.05 Employee Unable to Return to Normal Duties

An Employee who, in the opinion of the Employer, through occupational illness or disability, cannot return to normal duties shall, having regard to their qualifications, be considered by the Employer for alternate employment in an existing available position. Remuneration for alternate employment shall be the job rate in effect for the alternate job.

13.06 Trial Period

The successful applicant will be placed on trial, at the rate in effect for the position, for a period of up to three (3) months.

In the event that the applicant proves unsatisfactory to the Employer during their trial period, or in the event that the Employee requests to be returned to their former position, they shall be returned to their former position without loss of seniority and at the rate in effect for the former position, and any other person displaced as a result shall be entitled to return to their former position under the same terms and conditions. It is agreed that the aforementioned three (3) month trial period is not to be considered a training period.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 Notice of Lay-off

In the event of a proposed layoff, the Employer shall meet with the Union as far in advance as practicable, to discuss the reasons for layoff(s), expected duration and the affected Employee(s). Affected Employees will receive no less than two (2) weeks advance notice of layoff.

14.02 Role of Seniority in Lay-Offs and Recalls

In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority provided they have the qualifications and ability to do the work remaining. Employees shall be recalled in the order of their seniority provided they have the qualifications and ability to do the work.

14.03 Bumping Rights

An Employee who is displaced under Article 14.01 shall be entitled to displace any Employee in the bargaining unit who has less seniority.

14.04 Rate of Pay After Bumping

An Employee who exercises their right to displace an Employee in a lower paid classification shall be paid their current salary and shall be "red circled" or shall be paid the maximum salary of the lower classification, whichever is the lesser.

14.05 Notification of Recall

An Employee on lay-off shall be notified of the date of recall by letter sent by registered mail at least seven (7) days before the date of recall. Laid off Employees will promptly notify the Employer of any change in their address and telephone number.

14.06 New Employees

New Employees shall not be hired for bargaining unit positions until those laid off have been recalled and have not attended for work on the date of recall.

14.07 Grievances Regarding Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 15 - HOURS OF WORK

15.01 The provisions of this Article are intended to define the normal hours of work and shall not be construed as a guarantee by the Employer of hours of work per day or week, or days of work per week.

15.02 (a) Normal Hours of Work- Public Works Department

The normal hours of work shall be eight (8) consecutive working hours per day for five (5) consecutive working days per week, Monday to Friday, for a total of forty (40) hours per week.

The normal working day shall commence at 7:30 a.m. and shall end at 4:00 p.m., with a one-half ($\frac{1}{2}$) hour unpaid lunch break, to be taken approximately halfway through the day.

15.02 (b) Winter Season Hours

The winter season will be established by the Employer by February 1st of each calendar year. The winter season shall begin within two (2) weeks of November 15 and end within two (2) weeks of April 15. The following provisions apply to an afternoon rotational shift (3:30 p.m. to 12:00 a.m.) for Public Works Operators in addition to the aforementioned day shift:

- At least sixty (60) calendar days prior to the start of the winter season, the Employer will meet with the union and Employees concerning implementation plans in the most efficient and effective manner
- The afternoon shift shall be eight (8) consecutive working hours per day for five (5) consecutive working days per week, Monday to Friday, for a total of forty (40) hours per week
- The afternoon shift shall commence at 3:30 p.m. and end at 12:00 a.m., with a one-half ($\frac{1}{2}$) hour unpaid meal break to be taken approximately halfway through the shift
- The Town will grant a minimum eight (8) hours off between scheduled shifts
- No more than 2 Employees will be assigned to the afternoon shift
- Assignment of Employees shall be on a volunteer basis. Should there not be the number of volunteers willing to work the shift rotation, the required shifts will be assigned on a fair and equitable basis
- The number of volunteers must be sufficient to meet operational requirements and allow for a balanced rotation of volunteers through day, afternoon and winter patrol shifts
- For Employees on the rotational afternoon shift, monthly shift schedules shall be posted by the 15th day of the preceding month

15.02 (c) Exemptions – Mechanic

The Mechanic classification is exempt from the Winter Season Hours described in Article 15.02(b), due to the specialized nature of their position. Article 15.02(a) will continue to apply

15.03 Normal Hours of Work - Leisure and Community Services Department

The standard hours of work for Employees in the Leisure and Community Services Department, which is required to be operated on a seven (7) days a week basis, and on a shift schedule, shall be ten (10) days in any fourteen (14) consecutive day period and average eighty (80) hours.

No Employee shall be required to work more than seven (7) consecutive shifts, unless mutually agreed otherwise. The Town will grant a minimum eight (8) hours off between scheduled shifts.

Monthly shift schedules shall be posted by the 15th day of the preceding month. Under normal circumstances, shift change notification shall be given four (4) days in advance. In cases of staff illness/emergency situations refer to Article 16.02.

15.04 Employees assigned to a winter patrol shift shall commence work at 3:30 a.m. and end at 12:00 noon, with a paid ½ hour off for a meal break equivalent to ½ hour pay at the Employee's base pay rate per shift.

ARTICLE 16 - OVERTIME

16.01 Definition

(a) Public Works Department

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid at the rate of one and a half (1 1/2) times the Employee's normal wage rate.

(b) Leisure and Community Services Department

All hours worked in excess of eight (8) hours per day or eighty (80) hours in a two-week period shall be considered overtime and shall be paid at the rate of one and a half (1 1/2) times the Employee's normal wage rate.

16.02 Distribution (Public Works and Leisure and Community Services)

Overtime, which is not continuous from normal working hours, shall be assigned to permanent Employees within a department, on an equitable basis, using a rotating list, taking into account qualifications, availability and willingness to perform the work. In the Public Works Department, overtime will be offered to the on-call Employees first wherever practical. If no permanent Employees are available to perform the work, the work shall then be offered to temporary Employees on an equitable basis.

The parties agree that should an Employee not answer the call, the Employer will immediately call the next Employee on the list. The remedy for a violation of this provision will be that the Employee who was missed will be provided the opportunity to accept another overtime call-in shift of equivalent hours, which they are qualified for, at a mutual agreeable date within 30 days of the date the Employer confirmed the missed opportunity. The parties agree that this call-in will be outside of the normal rotation, and no grievance will be filed with respect to the made-up shift.

Cross Department Overtime

In the event a department overtime opportunity remains after all those eligible within the department are offered the overtime, the work will be offered to qualified permanent members in the other department who have volunteered in writing for such opportunities. Said opportunities will be distributed equitably to those qualified Employees on the list.

The Employer will maintain a volunteer overtime list of permanent Employees who are willing to do overtime in the other department. Employees may add or remove themselves from the list at any time.

16.03 Approval/Authorization (Public Works and Leisure and Community Services)

An Employee shall not be entitled to any payment for overtime unless the overtime was approved in advance of it being worked by the appropriate Supervisor.

16.04 Call Back

An Employee who is called into work outside their regular working hours shall be paid a minimum of four (4) hours at overtime rates unless such call back is for two (2) hours or less and is contiguous* to the start or the end of the Employee's regular shift.

*Contiguous means within 15 minutes of the shift.

16.05 Meal Allowance

A meal allowance of fifteen dollars (\$15.00) shall be paid to Employees who are required to work four (4) consecutive overtime hours or more.

ARTICLE 17 - LIEU TIME

17.01

- a) For the purposes of Section 17(1) (a) of the Employment Standards Act (ESA), the work day consists of 8 hours per day.
- b) In accordance with Sections 17(2) and 17 (3) of the ESA, the Union consents to Employees working in excess of 8 hours per day and/or 48 hours per week, to a maximum of 60 hours per week, subject to the overtime provisions in Article 16 of the Collective Agreement.

- c) In accordance with Section 18(3) of the ESA, the union consents to Employees working in excess of the regular 8 hours per day, to a maximum of 13 hours per day, whether on a single shift or successive shifts, subject to the overtime provisions in Article 16 of the Collective Agreement and subject to requirement that Employees have a minimum 8 hours free from work when 13 hours per day have been worked.
- d) Subject to section 17(f), Employees will have the option of being paid for overtime at the rate of time-and-one-half or taking lieu time at the rate of time-and-one-half.
- e) Subject to section 17(f), Employees will have the option of being paid their standby premium in accordance with Article 25.05 of the Collective Agreement or taking lieu time at the rate of 8 hours for each period of standby.
- f) Effective January 1, 2022, during the period from January 1st to December 31st, Employees may convert overtime at the rate of 1.5 times each hour of overtime worked and/or the standby premium to lieu time, up to a maximum of 80 hours. Any lieu time that is used during this period may not be re-accumulated during the same period. Lieu time must be taken by April 30th of the following year, or it will be paid out. Notwithstanding that an Employee may have unused lieu time remaining after December 31st, that Employee is entitled to begin reaccumulating lieu time for the next year.
- g) In addition to the lieu time entitlement in Article 17 (f) and effective January 1, 2022, during the period from January 1st and December 31st, Employees may bank overtime at the rate of 1.5 times each hour of overtime worked and/ or the standby premium, up to a maximum of 80 hours. Any banked overtime that is used during this period may not be re-accumulated during the same period. Employees may request part or all of their banked overtime to be paid out at any time throughout the year. Any remaining hours of banked overtime will be paid out on the last payroll of the calendar year in which it was earned.
- h) All lieu time may be taken at times that are mutually agreed between the Employee and the Employer. The Employer will make all reasonable efforts to ensure that all Employees are able to use their lieu time at requested times.
- i) In accordance with Section 19 of the ESA, the 13 hours per day and 60 hours per week maximums provided in paragraphs 3 and 4 of this agreement may be waived. The parties agree to use reasonable judgment when interpreting and applying Section 19 of the ESA.

ARTICLE 18 – PAID HOLIDAYS

18.01 The following shall be recognized as paid holidays under this Agreement:

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

In addition to the above, ½-day holiday shall be granted to all full time Employees on Christmas Eve (December 24th) and on New Year's Eve (December 31st).

18.02 When an Employee is absent from work without authorization the day prior to or the day following a paid holiday, they shall not be paid for the paid holiday.

18.03 For greater certainty, the Employer will require a medical certificate from a duly qualified medical practitioner to confirm that illness or injury prevented the Employee from attending at work on the day prior to or the day following a paid holiday.

18.04 (a) In addition to the paid holidays listed in Article 18.01, Employees are entitled to one (1) floating holiday off with pay in lieu of Remembrance Day, which must be scheduled on a mutually satisfactory day during the current calendar year. This floating holiday cannot be banked or carried forward to the next year.

(b) Probationary Employees shall not be entitled to the floating holiday unless the probationary period expires prior to November 11th of the same year.

(c) Employees that are veterans shall be permitted to attend any official ceremony or Remembrance Day parade that may be conducted in the Town of Whitchurch-Stouffville during normal working hours Monday to Friday. Veterans are those individuals who were members of the Armed Forces and participated in active campaigns.

(d) The floating holiday shall not be classed as a paid holiday for the purposes of premium rates of pay.

18.05 Notwithstanding Article 18.02, in order to be entitled to holiday pay for the holidays listed in Article 18.01 and 18.04 (a), the Employee must have worked at least one full shift in the thirty (30) days preceding the holiday.

18.06 Payment of Work on Paid Holiday

With the exception of the floating holiday referred to in Article 18.04, Employees shall be paid at the premium rate of time and one-half of the Employee's regular rate of pay for all hours worked on the paid holiday. In addition, the Employee will receive either a day off in lieu at straight time or payment of a day's wages at straight time, at the Employee's option as compensation in full for the paid holiday.

18.07 Paid Holidays Falling on Saturday or Sunday

When any of the paid holidays fall on a Saturday or a Sunday and is not declared or proclaimed as being observed on some other day, the day or days immediately preceding or following the paid holiday(s) shall be deemed by the Employer (after consultation with the Union) to be the paid holiday(s).

18.08 Paid Holidays Falling on a Scheduled Day Off or During Vacation

When any of the above-noted holidays fall on an Employee's scheduled day off or during their vacation, the Employee shall receive, at their option, a day's pay or another day off with pay at a time mutually agreed to between the Employer and the Employee.

ARTICLE 19 - VACATIONS

19.01 Vacation Entitlement

Employees with more than one (1) year of continuous service with the Employer shall accrue annual vacations with pay calculated on the Employee's anniversary date of employment, as follows:

(a) One through Five Years Completed Service

All Employees with more than one (1) year of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of three (3) weeks with pay.

(b) Six Years Completed Service

All Employees who have completed six (6) years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of three (3) weeks plus one (1) day with pay.

(c) Seven Years Completed Service

All Employees who have completed seven (7) years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of three (3) weeks plus two (2) days with pay.

(d) Eight Years Completed Service

All Employees who have completed eight (8) years of continuous service as of their anniversary date of commencement of employment in any year

shall be entitled to a vacation of three (3) weeks plus three (3) days with pay.

(e) Nine Years Completed Service

All Employees who have completed nine (9) years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of three (3) weeks plus four (4) days with pay.

(f) Ten through Twelve Years Completed Service

All Employees who have completed ten (10) years or more years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of four (4) weeks with pay.

(g) Thirteen Years Completed Service

All Employees who have completed thirteen (13) years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of four (4) weeks plus one (1) day with pay.

(h) Fourteen Years Completed Service

All Employees who have completed fourteen (14) years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of four (4) weeks plus two (2) days with pay.

(i) Fifteen Years Completed Service

All Employees who have completed fifteen (15) years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of four (4) weeks plus three (3) days with pay.

(j) Sixteen Years Completed Service

All Employees who have completed sixteen (16) years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of four (4) weeks plus four (4) days with pay.

(k) Seventeen or More Years Completed Service

All Employees who have completed seventeen (17) or more years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of five (5) weeks with pay.

(l) Twenty-five or More Years Completed Service

All Employees who have completed twenty-five (25) or more years of continuous service as of their anniversary date of commencement of employment in any year shall be entitled to a vacation of six (6) weeks with pay.

19.02 Employees with Less than One Year Service

An Employee with less than one (1) years of continuous service with the Employer shall accrue two (2) weeks (i.e. 10 days) vacation with pay. Employees shall be permitted to utilize their vacation entitlement upon completing their probationary period in accordance with Article 12.

19.03 Rate of Vacation Pay

Employees on vacation leave shall be paid vacation pay based on their current regular hourly rate of pay in effect immediately prior to beginning of vacation. Vacation pay will be reduced, on a pro rata basis, for periods of time that the Employee is off the payroll from January 1st of the current year for an aggregate total of more than twenty (20) working days (Employees receiving WCB top-up are considered off the payroll). If this arrangement creates a vacation overpayment after the Employee has taken vacation, the Employer may recoup such overpayment by a payroll deduction of not more than ten percent (10%) gross wages until such overpayment is recovered, to commence on the Employee's return to work.

19.04 Vacation Selection

Choice of vacation dates shall be governed by seniority within the department, subject to the Employer's requirements in maintaining an efficient operation in the department in question. The holiday schedule shall be posted by March 1st.

Any subsequent vacation requests after the last day of February at 4pm will be granted on a first come first serve basis dependent on operational needs.

All requests for a single day off must be submitted at least 24 hours in advance. All requests for more than a single day off, must be submitted at least one week in advance of the Employees' requested time off. At Management's discretion, and subject to operational needs, requests for multiple days may be approved with less notice.

19.05 Banking Vacation Credits

Employees are normally encouraged to take their vacation credits in the year they are entitled. However, under extenuating circumstances, and with sufficient reason, an Employee may, with the approval of the Employer, carry forward into the next year a maximum of five (5) unused vacation days. Such unused vacation days shall be added to the Employee's vacation entitlement for the next year of employment and shall be taken by April 30th of the next year, failing which they will be lost.

19.06 Sick Leave During Vacation

An Employee who, as a result of illness or injury occurring during their scheduled vacation, shall have their vacation rescheduled upon submission of a satisfactory note from a medical doctor, provided they are not eligible to perform modified duties. The Employee must notify the Employer as soon as possible. Their vacation time may be adjusted as follows:

If an Employee is normally entitled to less than three (3) weeks annual vacation leave, they may apply to the Employer to cancel up to one (1) week of their remaining scheduled vacation leave and use the corresponding time from their short-term disability plan.

If an Employee is normally entitled to three (3) or more weeks annual vacation leave, they may apply to the Employer to transfer up to two (2) weeks of their remaining scheduled vacation leave to short term disability time.

19.07 Vacation Pay on Termination

An Employee whose employment ends at any time during the vacation year, shall be entitled to a proportionate payment of salary or wages in lieu of earned but unused vacation time.

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 Employer will withhold or make deduction from the Employee's final pay.

ARTICLE 20 - SICK LEAVE

20.01 Pay for sick leave is for the sole and exclusive purpose of protecting the Employee against loss of regular income when they are legitimately ill and unable to work in circumstances under which compensation is not payable by the Workplace Safety and Insurance Board. It is not intended for personal business, family illness, or an extension of an Employee's vacation.

20.02 Each Employee shall be entitled to a maximum of ten (10) sick days with pay in any calendar year for incidental sickness or accident. The sick days shall be non-cumulative and shall have no cash value.

20.03 Employees may use up to five (5) of their ten (10) sick days for the purpose of providing dependent care and/or to deal with a personal emergency. Dependents in this article are defined as an Employee's spouse (including common-law spouse), child, step-child, or parent.

20.04 In order to be eligible for sick leave benefits, the Employee must inform their respective supervisor or designate of the Employee's illness or injury promptly, and wherever possible, prior to the commencement of the work day. Where the Employee is negligent in notifying the Employer of their absence, the Employee's absence will be without pay.

Short Term Disability

20.05 Short Term Disability (STD) is defined as a period of disability of more than five (5) consecutive shifts resulting from non-occupational illness or injury, as determined by a qualified medical practitioner, which prevents an Employee from attending their work and which extends for a period of not more than seventeen (17) weeks.

In order to be eligible for Short Term Disability Benefits the Employee must provide medical documentation including a completed Attending Physician's Medical Statement & Functional Abilities Form. At the discretion of the Employer a second opinion may be requested from the Employer's third-party disability adjudicator. Payments shall be based on the following schedule:

Length of Service	Number of Weeks Regular Salary	Number of Weeks 75% of Regular Salary
Less than 3 months	0	0
3 months but less than 6 months	0	17
6 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	20
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

At the end of a year of service (date of employment) the short-term disability bank will be returned to the appropriate number of days as per Article 20.05 provided the Employee is actively at work. Vacation credit will be calculated up to the date the Employee becomes disabled who subsequently goes on long term disability.

20.06 The medical documentation must be submitted within ten (10) business days from the date of illness or injury. The Employer shall reimburse the reasonable costs of the medical documentation required, upon the provision of a satisfactory receipt.

20.07 STD payments will be made for a maximum of seventeen (17) weeks during any one continuous period of disability. Successive absences due

to the same or related cause will be considered as one continuous period of disability unless separated by a return to active employment for a period of twenty consecutive working days.

20.08 Injuries covered under the *Workplace Safety and Insurance Act*

In the event of an occupational accident or occupational illness where a claim is filed with the Ontario Workplace Safety and Insurance Board (WSIB), pay to the Employee will be made from the Employee's current sick leave entitlement until such time as the claim is recognized as compensable by the WSIB. In the event that such Workplace Safety and Insurance benefits are less than the sick leave benefits outlined in Article 20.05, the Employer shall pay to the Employee the difference between such Workplace Safety and Insurance benefits and sick leave benefits (up to a maximum of 100% of their net average earnings).

ARTICLE 21 - LONG TERM DISABILITY

21.01 Eligibility

The amount of and eligibility for benefits referred to in this Article are subject to the terms and conditions of the policy or policies of insurance providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance is between the Employee and the insurer. The Employer agrees to use its best efforts on behalf of the Employee in the event of a dispute. It is understood that the Employer's obligation under this Article is restricted to the payment of its portion of the premiums necessary to enrol Employees in the benefit plans described in this Article.

21.02 Coverage

All full-time Employees shall be covered by the long-term disability plan.

21.03 Plan

During the term of this Collective Agreement, the Employer agrees to pay the premiums necessary to maintain in force a long term disability plan equivalent to the present terms of the benefit carrier's plan. The Employer agrees to pay one hundred percent (100%) of the premium for the said plan.

21.04 Change of Carrier

In the event that the Employer changes insurance carriers, the insured benefits provided by the new policy will offer no less coverage than the present plan referred to in Article 21.03.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 General Leave

An Employee may be allowed a leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such requests shall be submitted in writing at least ten (10) working days in advance of the commencement of the leave of absence. Approval by the Employer shall not be unreasonably withheld.

22.02 Jury Duty

An Employee who is summoned to serve as a juror or who is subpoenaed as a witness in a case in which they have no personal interest, and who would otherwise be on normal working duty for the Employer, will be granted a leave of absence. The Employee shall be paid their full wages at regular rates (less usual deductions), provided the Employee:

- (a) provides satisfactory proof to the Employer of the necessity for the Employee's attendance as a juror or witness;
- (b) pays to the Employer the conduct money provided, less the amount of the conduct money paid for expenses.

If the Employee is temporarily excused from attendance as a juror or witness for a period greater than one-half ($\frac{1}{2}$) shift, the Employee shall be required to attend for work.

22.03 Bereavement Leave

In the event of the death of a relative listed below, the Employer agrees to grant time off with pay (at the regular rate of pay less deductions), for the purpose of grieving, making arrangements for and/or attending the funeral as follows:

- (a) loss of spouse (including common law spouse, same-sex spouse), son, daughter, or parent, stepparents, grandchild - up to five (5) days;
- (b) loss of grandparent, brother or sister - up to three (3) days;
- (c) loss of son-in-law, daughter-in-law, father-in-law, mother-in-law - up to two (2) days;
- (d) loss of brother-in-law, sister-in-law, Employee's aunt, Employee's uncle – up to one (1) day;
- (e) loss of fellow Employee - a maximum of three (3) Employees may be absent one-half ($\frac{1}{2}$) day to attend the funeral, on approval from the Employer in advance.

An Employee can reserve, from the appropriate entitlement to attend a "Celebration of Life", which may occur at a later date.

Bereavement leave shall not be granted until the Employee has completed three (3) months of employment.

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

Bereavement leave may not be accrued or transferred to any other date, with the exception of a celebration of life.

22.04 Union Functions

Upon applications submitted at least ten (10) working days in advance, members of the bargaining unit may be granted, upon the Employer's approval, unpaid leave of absence equivalent to a maximum in the aggregate of thirty (30) working days per calendar year for the entire Bargaining Unit to represent the Union at conventions, executive and committee meetings, or workshops. Such leave will be without loss of benefits, seniority or wages, which will be invoiced to and paid by the union.

22.05 Leave for CUPE Local 905 Office

Where an Employee is elected or appointed to a full-time or part-time office/position within CUPE Local 905, CUPE National or CUPE provincial division, the Employer will consider a request for a leave of absence up to two years (with extension subject to mutual agreement) for such Employee and the Employer may grant such leave of absence, provided such leave will not unduly interfere with operating requirements. Such requests shall not be unreasonably withheld.

The Employee shall provide not less than four (4) weeks written notice of the request for leave. The Employer shall pay the Employee's wages and benefits and may be required to top up the salary to that which is assigned by the 905 Executive Board if necessary. However, it is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement of the Employee's wages and benefits to the Employer. In the event of a salary top up, the union shall reimburse the Employer for all associated costs as well as a one-time \$100 administrative fee.

Employees subject to this leave of absence will continue to accrue seniority. Upon 30 calendar days written notice, the Employee shall be returned to their former position or to a position comparable to that in which he/she was employed before taking the union office.

It is understood the Employer may fill the position with a temporary Employee for the length of the leave.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 The amount of and eligibility for benefits referred to in this Article are subject to the terms and conditions of the policy or policies of insurance providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance is between the Employee and the insurer. The Employer agrees to use its best efforts on behalf of the Employee in the event of such dispute. It is understood that the Employer's obligation under this Article is restricted to the payment of its portion of the premiums necessary to enrol Employees in the benefit plans described in this Article.

23.02 Benefits

The Employer agrees to pay one hundred percent (100%) of the premiums necessary to maintain in force the following benefit coverage:

- (a) Extended health - as per the terms of the benefit carrier's plan, a maximum drug dispensing fee payment of \$10 per prescription. There shall be mandatory substitution of generic drugs unless an Employee provides a medical note that states that the Employee must receive a brand name drug because it is medical necessary, the generic drugs shall be substituted for the equivalent brand name drugs.

Semi-private hospital coverage and an annual private duty nursing maximum of \$20,000 per person.

Services of the following if licensed by a licensing and registration authority in the province where the service is rendered (chiropractor, osteopath, naturopath, podiatrist, speech therapist, physiotherapist and masseur) subject to a \$500 calendar year maximum, no per visit limit other than reasonable and customary charges.

- (b) Dental - as per the terms of the benefit carrier's plan; an annual maximum of \$2,000 per person for basic coverage, and an annual maximum of \$2,000 per person for major and restorative benefits.

The Dental Plan will provide for nine month recall dental check-ups for adults and six month dental check-ups for dependant children under the age of eighteen (18) years.

Effective October 1, 2021: Orthodontics on a 50% co-insurance basis subject to a maximum of three thousand dollars (\$3,000) lifetime coverage per dependant child only under the age of 18 years

- (c) Group life insurance, dependent life insurance and accidental death and dismemberment - as per the terms of the benefit carrier's plan;
- (d) Vision care - as per the terms of the benefit carrier's plan. Effective on the date of ratification, \$400.00 per Family member every twenty-four (24) months, to be utilized for vision correction devices and/or laser eye surgery, plus the cost of an eye exam. Effective April 1, 2022 increase to \$425;
- (e) Post age 65 Employees – Benefits under Article 23. Effective on date of ratification, benefits as per the terms of the benefit carrier's plan, for Employees working past age 65 are unchanged save for:
 - Life Insurance: For Employees age 65 to 70: two times annual salary; insurance terminates at age 70
 - Accidental Death and Dismemberment: For Employees age 65 to 70: two times annual salary; insurance terminates at age 70
 - The Ontario Drug Plan is considered the first payer for Employees over the age of 65 and the Town shall reimburse the Employee (only) in a manner to be determined by the Town, up to the 2007 Ontario Drug Benefit deductible (\$100) upon proof of payment
 - For clarity, Long Term Disability coverage under article 21 terminates at age 65
- (f) The Employer may change benefit carriers provided that all above benefits remain the same with the new carrier. In the event the Employer changes benefit carriers, the Employer will give Employees a minimum of one (1) months' notice of the change.

23.03

Pension Plan

All Employees shall join and participate in the Ontario Municipal Employees Retirement System (OMERS) Plan.

ARTICLE 24 - CLOTHING ALLOWANCE

- 24.01(a) The Employer shall supply to the Employees who qualify for an allowance, the following articles of clothing:
- 4 Shirts annually (sweatshirt, short sleeve, long sleeve, golf shirt or other shirt - and any item may be purchased in safety reflective orange or green, where approved)
 - 3 Pairs of Pants annually
 - 2 Pairs of Gloves annually - one winter pair and one summer pair
 - 1 Ball Cap annually
 - 1 Jacket - every three years
 - 1 Insulated Coveralls - every three years
- (b) The Employer shall supply annually to all temporary Employees the following articles of clothing:
- 3 Shirts annually - (e.g., sweatshirt, short sleeve, long sleeve, golf shirt or other shirt – and any item may be purchased in safety reflective orange or green, where approved)
 - 2 Pairs of Pants annually
 - 2 Pairs of Gloves annually- one winter pair and one summer pair
 - 1 Ball Cap annually
 - 1 Jacket to be returned upon termination of contract

Note: Articles of clothing will be in styles as deemed appropriate by the Employer.

Employees may interchange shirt and pant allocations or jacket and coveralls allocations. Employees are responsible for their choices and must ensure they select sufficient clothing to be dressed appropriately and recognizable to the public as a Town representative at all times.

Any items above that have been damaged beyond use in the carrying out of one's job will be replaced by the Employer.

Winter clothing and gloves to be issued on or before November 1st and summer clothing and gloves issued on or before April 1st subject to availability.

- 24.02 All Employees shall receive a safety boot allowance to a maximum of Two Hundred (\$200.00) per year, which shall be paid to the Employee upon provision of proof of purchase and the appropriate expense sheet. Notwithstanding the above, the Employer will replace one pair of boots per year damaged beyond use while at work upon submission of same.
- 24.03 Rain gear, gloves, boot liners, hard hats, rubber boots and other safety clothing will be issued on an as needed basis at the discretion of the Employer.

24.04 Tool Allowance

Each mechanic will receive a tool allowance of \$700.00 per annum to be paid in two installments, June 30th and December 31st, upon provision of proof of purchase and the appropriate expense sheet. The Town will continue to insure the tools owned by the mechanic less the deductible, which is the responsibility of the Employee.

ARTICLE 25 - PAYMENT OF WAGES

25.01 Pay Days

The Employer shall pay wages every second Thursday in accordance with Schedule "A" attached hereto which forms part of this Agreement. The said wages shall be paid by direct deposit to the Employee's bank account.

25.02 Rate of Pay on Promotion or Re-Classification

An Employee assigned, promoted or re-classified on a permanent basis to a higher paying position shall receive the rate of pay and benefits for that position.

25.03 (a) Premium Pay for Temporary Supervisory Duties and Temporary Lead Hand

When an Employee is assigned by the Corporation to function as a temporary Supervisor or Lead Hand, they shall be paid a premium of \$2.00 per hour for all hours performing temporary Supervisory or Lead Hand duties.

(b) Crew Leader

A Crew Leader, defined as any Employee who is designated to direct four (4) or more Employees shall be paid \$1.00 above their current hourly rate for all hours assigned a crew leader by the Employer. All Lead Hands are not eligible for the Crew Leader Premium.

25.04 (a) Where an Employee works in a higher bargaining unit position (excluding the Lead Hand classification) for two (2) or more consecutive hours per day, they shall receive the next higher rate of pay for that classification that produces an increase, for the full time spent in such work.

(b) Entitlement to the Heavy Equipment Operator Premium shall apply to the operation of the backhoe, front-end loader, skid-steer, grader, tractor, mini-excavator or equipment requiring an AZ licence.

25.05

Stand-by

- (a) An Employee on stand-by shall be required to be immediately available by telephone, and able to work, at all times during the stand-by period.
- (b) The usual stand-by period is from Friday at 4:00 p.m. to the following Friday at 4:00 p.m.
- (c) Employees will be assigned to stand-by on a rotation basis.
- (d) Payment for stand-by shall be one and a half (1 ½) times the Employee's regular hourly rate, multiplied by eight (8).
- (e) Employees who are on stand-by and who are called out shall receive a minimum of four (4) hours pay at the rate of time and one-half the Employee's regular rate of pay. If it is necessary to call out an Employee within two (2) hours of a previous call-out, payment shall be made for one call-out only. Notwithstanding the foregoing, the Employee shall receive the prevailing overtime rate for the time on the second call-out.
- (f) Telephone Standby

An Employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in accordance with Article 25.05 (e). When the response from the Employee on standby is satisfied by a telephone call or does not necessitate travel, the Employee shall be paid one and one-half (1.5) times their regular hourly rate of pay for a minimum of fifteen (15) minutes or for the duration of the call (whichever is more advantageous).

The Employee shall keep a log of all calls and submit it to their Manager or designate.

The Employee cannot receive pay for other calls received during the same fifteen (15) minute interval. However, if the Employee must travel, they shall be paid in accordance with the standby/call back clause in Article 25.05 (e). The Employee cannot receive pay for other calls received while travelling.

25.06 Shift Premium

There shall be a shift premium of \$1.00 per hour for all hours worked on shifts which commence at a time whereby the majority of hours worked occur after 5:00 p.m. and/or prior to 7:00 a.m. Monday to Friday and all shifts worked Saturday or Sunday, except when overtime is being paid.

25.07 No Pyramiding

The parties agree that there shall be no pyramiding of the premiums provided for under this Agreement.

25.08 Training

The Employer agrees to pay the full costs involved for Employees to complete the necessary testing to become Certified Waterworks Operators to a maximum of two (2) tests at each level of certification. The Certified Waterworks Operator's premium will be paid to those Employees who achieve the certification required by the Government of Ontario's water system classification for the Town of Whitchurch-Stouffville.

25.09 Training Meal Allowance

Employees shall be provided a meal allowance of up to forty-five dollars (\$45.00) per day of training, testing or certification, upon provision of receipts. This does not include alcoholic beverages.

ARTICLE 26 - GENERAL

26.01 Bulletin Boards

The Employer shall provide bulletin boards at each work location upon which the Union shall be able to post notices of meetings and such other notices as may be of interest to the Employees. All postings must be approved in advance by the Employer.

26.02 Dues Receipts

The Employer shall set out on each Employee's T4 slip the amount of union dues paid by each Employee in the previous year.

ARTICLE 27 – NON-DISCIPLINARY LETTERS

27.01 It is agreed that letters or notes that are not disciplinary in nature shall be removed from the Employee's file twenty-four (24) months from the date of the letter.

ARTICLE 28 – NEW JOB CLASSIFICATION

- 28.01 If a new permanent job is established, or if there is a substantial change to an existing job, the Employer will have the job evaluated by a third-party consultant using the McDowall gender neutral job evaluation tool. The Employer will use the job evaluation results to set the pay rate for the job, in order to ensure internal equity and fair compensation. The Employer will notify the Union of the results of the job evaluation and provide the information used to determine the rate of pay. Any disputes will be addressed through the grievance/arbitration procedure.

ARTICLE 29 – TECHNOLOGICAL CHANGE

- 29.01 Ninety (90) days prior to any technological change being implemented, wherein such change could result in the displacement of an Employee, the Town shall confer with the Union with a view to minimizing the effects of such change on the Bargaining Unit. Said consultation shall contain all pertinent information and shall include, where possible, required retraining data, if any, for the Employee(s) involved.
- 29.02 In the event of the reduction of staff, the Employee with the least Bargaining Unit seniority in the applicable job classification will be the first laid off, providing that the Employee who is retained can perform the work of the laid-off Employee. In the event of recall, the last Employee laid off will be the first Employee recalled.

ARTICLE 30 – NO STRIKES AND LOCKOUTS

- 30.01 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 strikes, and the Corporation agrees that there will be no lockouts (said terms as defined in the Labour Relations Act).

ARTICLE 31 - TERM OF AGREEMENT

- 31.01 Duration

This Agreement shall be binding on the parties and the Employees in the bargaining unit and shall remain in effect from **April 1, 2020** to **March 31, 2024** and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the date of its expiry that it desires its termination or amendment.

31.02 Changes to Agreement


This Agreement may be changed by agreement made in writing and signed by the parties at any time during the term of the Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED AND DATED at the Town of Whitchurch-Stouffville this 21st day of September, 2021.

THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905.07


[Signature]
MAYOR

[Signature]
C.U.P.E. REPRESENTATIVE

[Signature]
CLERK

[Signature]
WHITCHURCH-STOUFFVILLE
UNIT CHAIRPERSON, LOCAL 905.07

AUTHORIZED FOR EXECUTION
TOWN OF WHITCHURCH-STOUFFVILLE
BY-LAW # _____
REPORT # Item 9.1
COUNCIL DATE August 24, 2021

[Signature]
WHITCHURCH-STOUFFVILLE
UNIT VICE CHAIRPERSON, LOCAL 905.07

SCHEDULE A- WAGE SCALE

April 1, 2020			
	STEP I	STEP II	STEP III
Classification	Probationary	6 months	Maximum (18 months)
Maintenance Labourer	\$22.413	\$23.396	\$24.366
Operator/ Utility Locates Operator	\$27.218	\$28.410	\$29.589
Heavy Equipment Operator Premium	\$1.302	\$1.359	\$1.409
Mechanic/Operator	\$31.052	\$32.409	\$33.744
Certified Waterworks Operator 1	\$28.479	\$29.693	\$30.892
Certified Waterworks Operator 2*	\$29.269	\$30.481	\$31.679
Temporary Labourer	\$23.671	\$24.736	-
Lead Hand Parks/Facilities Operations	\$29.718	\$30.910	\$32.089
Lead Hand Roads Operations			
Lead Hand Arborist			
Lead Hand Water/Wastewater Operations CWO 1	\$30.979	\$32.193	\$33.392
Lead Hand Water/Wastewater Operations CWO 2*	\$31.769	\$32.981	\$34.179

April 1, 2021			
	STEP I	STEP II	STEP III
Classification	Probationary	6 months	Maximum (18 months)
Maintenance Labourer	\$22.638	\$23.630	\$24.610
Operator/ Utility Locates Operator	\$27.490	\$28.694	\$29.885
Heavy Equipment Operator Premium	\$1.315	\$1.373	\$1.423
Mechanic/Operator	\$31.363	\$32.734	\$34.082
Certified Waterworks Operator 1	\$28.764	\$29.990	\$31.201
Certified Waterworks Operator 2*	\$29.562	\$30.786	\$31.996
Temporary Labourer	\$23.908	\$24.984	-
Lead Hand Parks/Facilities Operations	\$29.990	\$31.194	\$32.385
Lead Hand Roads Operations			
Lead Hand Arborist			
Lead Hand Water/Wastewater Operations CWO 1	\$31.264	\$32.490	\$33.701

Lead Hand Water/Wastewater Operations CWO 2*	\$32.062	\$33.286	\$34.496
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April 1, 2022			
	STEP I	STEP II	STEP III
Classification	Probationary	6 months	Maximum (18 months)
Maintenance Labourer	\$23.068	\$24.079	\$25.077
Operator/ Utility Locates Operator	\$28.013	\$29.239	\$30.453
Heavy Equipment Operator Premium	\$1.340	\$1.399	\$1.450
Mechanic/Operator	\$31.958	\$33.355	\$34.729
Certified Waterworks Operator 1	\$29.310	\$30.559	\$31.794
Certified Waterworks Operator 2*	\$30.124	\$31.371	\$32.604
Temporary Labourer	\$24.362	\$25.458	-
Lead Hand Parks/Facilities Operations	\$30.513	\$31.739	\$32.953
Lead Hand Roads Operations			
Lead Hand Arborist			
Lead Hand Water/Wastewater Operations CWO 1	\$31.810	\$33.059	\$34.294
Lead Hand Water/Wastewater Operations CWO 2*	\$32.624	\$33.871	\$35.104

April 1, 2023			
	STEP I	STEP II	STEP III
Classification	Probationary	6 months	Maximum (18 months)
Maintenance Labourer	\$23.506	\$24.537	\$25.554
Operator/ Utility Locates Operator	\$28.545	\$29.794	\$31.031
Heavy Equipment Operator Premium	\$1.366	\$1.426	\$1.478
Mechanic/Operator	\$32.566	\$33.989	\$35.389
Certified Waterworks Operator 1	\$29.867	\$31.140	\$32.398
Certified Waterworks Operator 2*	\$30.696	\$31.967	\$33.223
Temporary Labourer	\$24.825	\$25.942	-
Lead Hand Parks/Facilities Operations	\$31.045	\$32.294	\$33.531
Lead Hand Roads Operations			
Lead Hand Arborist			

Lead Hand Water/Wastewater Operations CWO 1	\$32.367	\$33.640	\$34.898
Lead Hand Water/Wastewater Operations CWO 2*	\$33.196	\$34.467	\$35.723

Retroactivity

All adjustments to monetary entitlements, including compensation, are prospective in nature, unless expressly provided otherwise, and will be made no later than two (2) pay periods from the date that the last party ratifies this agreement. Retroactive wage adjustments shall be applicable to all previous compensation (retroactive from April 1, 2020). Employees will be paid no later than three (3) pay periods from the date that the last party ratifies this agreement.

All retroactivity will be paid to Employees on a separate cheque or itemized on an Employee’s regular cheque.

All former Employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments.

Lead Hand Parks/Facilities Operations

The base rate for the Lead Hand classification in Facilities/Parks Operations shall be two dollars and fifty cents (\$2.50) over and above the applicable Facilities/Parks Operator classification base rate.

Lead Hand Roads Operations

The base rate for the Lead Hand classification in Roads Operations shall be two dollars and fifty cents (\$2.50) over and above the applicable Roads Operator classification base rate.

Lead Hand Water/Wastewater Operations

The base rate for the Lead Hand classification in Water/Wastewater Operations shall be two dollars and fifty cents (\$2.50) over and above the applicable Certified Water Operator classification base rate.

- Certified Water Works Operator 1 Employees with a Class II wastewater license also receive a \$.35 per hour premium while the Town has a Class II wastewater designation
- (*) This classification will be put into effect if and when the Ministry of Environment or other provincial government agency designates the Town of Whitchurch-Stouffville as a Class II water distribution system. At that time, these rates will be paid to all operators who have attained the Level II Certified Waterworks Operator designation
- (*) As well, if and when the Town of Whitchurch-Stouffville acquires a Class II water

distribution system designation, the parties agree to review the rates for Level II Certified Waterworks Operators

- Special Project Rate (effective August 24, 2021)- When the Employer determines that there is special project work to be performed, those Employees assigned by the Employer to perform this work shall receive premium of \$2.00 per hour.

Notes:

1. No item in this Collective Agreement is retroactive unless specifically noted.

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.07

Notwithstanding 15.02 (Winter Hours) Employees hired on or before December 31, 1998 shall not be scheduled on afternoon shift on a non-voluntary basis.

SIGNED AND DATED at the Town of Whitchurch-Stouffville this 21st day of September, 2021.

THE CORPORATION OF THE TOWN
OF WHITCHURCH-STOUFFVILLE

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 905.07



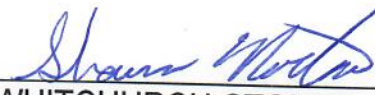
MAYOR



C.U.P.E. REPRESENTATIVE




CLERK



WHITCHURCH-STOUFFVILLE
UNIT CHAIRPERSON, LOCAL 905.07



WHITCHURCH-STOUFFVILLE
UNIT VICE CHAIRPERSON, LOCAL 905.07

AUTHORIZED
FOR EXECUTION
TOWN OF
WHITCHURCH-STOUFFVILLE
BY-LAW # _____
REPORT # Item 9.1
COUNCIL DATE August 24, 2021

LETTER OF UNDERSTANDING (“LOA”)

Beginning August 10, 2020 and expiring no later than August 9, 2023

BETWEEN

THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE
 (“The Employer”)

AND

CANADIAN UNION OF PUBIC EMPLOYEES AND ITS LOCAL 905.07
 (“The Union”)

Regarding a Waterworks Operator (In Training)

The Parties agree to the following when hiring into the position of Waterworks Operator (In Training) for internal applicants:

Individuals who are currently full-time CUPE Local 905 bargaining unit members will have the opportunity to be seconded into the above-noted position. The Town will indicate on the internal job posting that the successful candidate will have to obtain a valid Operator in Training (OIT) Certificate in Water Distribution (WD) and OIT Licence in Wastewater Collection (WWC) administered by the appropriate government authority within 6* months of being hired, conditional on availability of the exam.

The Waterworks Operator In Training will have up to 36* months to achieve all the pre-requisite requirements and pass the WD Class I examination. Upon successful completion of the WD Class I examination and achieving all the pre-requisite requirements, the Waterworks Operator In Training will apply for the Class I Certificate/License.

The Waterworks Operator In Training will be paid at the appropriate step for an Operator position as per Schedule ‘A’ – Wage Schedule of the current Collective Bargaining Agreement. Effective on the date of the issuance of a WD Class I License, they will be moved to the appropriate step for a Certified Waterworks Operator 1 as per Schedule ‘A’ – Wage Schedule of the current Collective Bargaining Agreement.

Failure to pass the Class I Licence examination and apply for the Class I Certificate/Licence within the timeframes mentioned above from the start of the secondment will result in the termination of the secondment, and the return of the Waterworks Operator In Training to their previous position; no retroactivity will be paid.

The Waterworks Operator In Training’s original position will be posted as a Temporary position. The successful candidate for the Temporary position will remain in the backfill position without accruing seniority until the Waterworks Operator In Training is either confirmed into the Waterworks Operator position or is returned to their original position.

*NOTE: Timelines have been extended from the original agreed upon dates due to the current COVID-19 pandemic.

This LOA will remain in effect from the date of signature ending August 9, 2023, without further notice unless extended upon mutual written consent.

SIGNED AND DATED at the Town of Whitchurch-Stouffville this 21st day of September, 2021.

THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905.07

MAYOR

C.U.P.E. REPRESENTATIVE

CLERK

WHITCHURCH-STOUFFVILLE
UNIT CHAIRPERSON, LOCAL 905.07

WHITCHURCH-STOUFFVILLE
UNIT VICE CHAIRPERSON, LOCAL 905.07

<p>AUTHORIZED FOR EXECUTION TOWN OF WHITCHURCH-STOUFFVILLE</p> <p>BY-LAW # _____ REPORT # <u>Item 9.1</u> COUNCIL DATE <u>August 24, 2021</u></p>
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