

COLLECTIVE AGREEMENT

BETWEEN:



THE CORPORATION OF THE CITY OF VAUGHAN

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905.20
HOURLY RATED EMPLOYEES**

APRIL 1, 2020 TO MARCH 31, 2024

CORPORATION OF THE CITY OF VAUGHAN
C.U.P.E. LOCAL 905.20 AGREEMENT
APRIL 1, 2020 TO MARCH 31, 2024

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THIS AGREEMENT entered into this 8th day of October 2021.

BY AND BETWEEN:

**THE CORPORATION OF THE CITY OF VAUGHAN
(Hereinafter referred to as the "Corporation")**

OF THE FIRST PART

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 905.20
HOURLY RATED EMPLOYEES
(Hereinafter referred to as the "Union")**

OF THE SECOND PART

ARTICLE 1 PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its Employees and 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.

ARTICLE 2 RECOGNITION

- 2.01** The Corporation recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all permanent full time hourly rated Employees, who are employed by the Corporation of the City of Vaughan in the classifications listed in Schedule "A" of the Collective Agreement, including classifications that are added to the bargaining unit from time-to-time.

Temporary Employees, as defined in Article 11.10, will not be covered by the Collective Agreement except as expressly provided for in Article 11.10.

- 2.02** The word "Employee" or "Employees" wherever used in this Agreement shall mean only the Employees in the bargaining unit defined above unless the context otherwise provides.
- 2.03** Where the gender-neutral pronoun is used herein, it shall mean and include the masculine and feminine pronoun where the context so provides.
- 2.04** No agreement shall be made between an Employee and a representative of the Corporation that conflicts with this agreement.
- 2.05** Persons whose jobs are not in the bargaining unit shall not perform any duty that is part of a bargaining unit position when there is a qualified bargaining unit member available except for instruction, demonstration or in case of emergency.

ARTICLE 3 MANAGEMENT FUNCTIONS

- 3.01** The Union acknowledges that it is exclusively the function of the Corporation to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline Employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an Employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;

- (c) maintain and enforce rules and regulations governing the conduct of the Employees; and
- (d) generally to manage the Corporation and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all Employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in the Agreement.

3.02 The Corporation agrees that these functions shall only be exercised in good faith and in a manner consistent with the provisions of this Agreement.

ARTICLE 4 RELATIONSHIP

4.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, marital status, family status or disability, political affiliation, or membership or non-membership in the Union or because of activity or lack of activity in the Union.

The Corporation and the Union further agree that every Employee has a right to be free from any reprisal or threat of reprisal for the rejection of such behaviour.

4.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Corporation, except as specifically permitted by this Agreement.

4.03 The Labour Management Committee, consisting of representatives of each party, shall meet quarterly to discuss matters of mutual concern provided that, the Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of the collective agreement.

ARTICLE 5 UNION SECURITY

5.01 The Corporation agrees to deduct regular Union Dues, in the amount to be advised by the Union, from each pay due each calendar month from Employees covered by this Agreement and to remit the same to the Treasurer of the Union not later than the twentieth day of the same month. A list of additions, deletions and changes will also be supplied.

5.02 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.

ARTICLE 6 REPRESENTATION

6.01 GRIEVANCE COMMITTEE

The Corporation will recognize a Grievance Committee composed of not more than two (2) of the six (6) Employees selected by the Union to be known as "Stewards".

If during the term of the Agreement, utilization of new buildings require additional representation, the Corporation will discuss the same with the Union and consider recognition of additional Stewards.

6.02 Employees shall not be eligible to serve as members of the Grievance Committee until they have completed their probationary period.

6.03 The Union shall keep the Corporation notified in writing of the names of its currently authorized members of the Grievance Committee.

6.04 It is understood that Stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate Supervisor.

In obtaining such permission the Steward shall state their destination to their immediate Supervisor and report again to them at the time of their return to work. In accordance with this understanding, Stewards dealing with Employees' grievances during their regular hours of work shall not suffer any loss in pay.

6.05 UNION LIST

The Union will supply the Corporation with the names of its officers. Similarly, the Corporation will, in January and July, supply the Union with a list of its Management personnel with whom the Union may be required to transact business.

6.06 During orientation the City will provide all new Employees with contact numbers for Union executive and the Worker Co-chair of the Joint Workplace Health and Safety Committee, as provided to the City by the Union.

Each new Employee will be provided with a copy of the Union Contact list included with their orientation package as provided by the Unit Chair or designate.

6.07.1 UNION BUSINESS

The Vice-Chairperson of the Local unit shall be allowed up to four (4) days off per month (without pay) for Union business if requested to the Department Head or designate and cleared through the Chief Human Resources Officer. There will be no accumulation and

this time off will not be charged to any accumulation e.g., vacation etc. to deal with Union business.

- 6.07.2** The Unit Chairperson shall be allowed a leave of absence starting in January 2022 until March 31, 2024. The Unit Chairperson shall be entitled to full seniority and service accrual while on such leave. The Employer shall pay the Unit Chairperson's wages and benefits and invoice CUPE Local 905 for the total cost, of the highest classification in the Collective Agreement that the Chairperson comes from.

The Chairperson shall be available on a day-to-day basis. In the event this Employee is absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local and shall also be required to notify the City designated person, for record keeping purposes.

The Employer will fill the resulting vacancy with a temporary Employee for the length of the leave. The temporary Employee will be laid off when the Employee on leave returns and shall have no access to the layoff/recall process.

- 6.08** The Corporation, upon reasonable notice of not less than three (3) weeks, shall grant leave of absence without pay and without loss of seniority upon request to Employees elected or appointed to represent the Union at Union conventions, seminars or in preparation for collective bargaining. The Corporation shall pay the Employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Corporation. The cumulative total of leave of absence granted for this purpose shall not exceed forty five (45) working days in any calendar year.

When so required by the Corporation to meet for the purposes of collective bargaining, the Corporation shall pay the Employee's wages and benefits. These days shall not be included in the total of the accumulative forty five (45) days per year.

The Corporation will consider substitutions in the event that the Employee granted leave is unable to utilize said leave. It is further understood that no more than two (2) Employees from any one department or classifications shall be absent at the same time.

The Corporation may deny the request for leave of absence for one (1) person where two (2) apply from the same department or classification.

- 6.09** Alternate members of the Negotiating Committee who have been previously identified will also be granted leave, without pay, to participate in the one day of preparation.
- 6.10** a) Where an Employee is elected or appointed to a full-time or part-time office as a CUPE Local 905 Signing Officer or with CUPE National or Provincial, the Employer may consider a request for an extended leave of absence and may grant such leave of absence. The Employer shall pay the Employee's wages and benefits, however, it is agreed and understood by the parties that the Employer

shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.

- b) Upon 30 days written notice, the Employee shall be returned to their former position, or if the original position no longer exists, to a position comparable to that in which they were employed before taking office.
- c) The Employer will fill the resulting vacancy with a temporary Employee for the length of the leave. The temporary Employee will be laid off when the Employee on leave returns and shall have no access to the bumping process.

ARTICLE 7 NO STRIKE NO LOCKOUT

7.01 The Union agrees that during the term of this Agreement there shall be no strikes. The Corporation agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 8 DISPUTE RESOLUTION

8.01 EARLY RESOLUTION PROCESS

For the purpose of this Agreement a grievance shall be defined as any unresolved difference arising between the parties relating to the interpretation, application or administration of the Collective Agreement.

It is agreed that an Employee(s) and/or the Union, will not have an individual or group grievance unless they have, within five (5) working days on which the circumstances giving rise to the complaint originated or occurred, discussed, with the assistance of their Union representative, the matter with their immediate Supervisor, communicating such meeting is an early dispute resolution, who may involve another member of Management. The immediate Supervisor shall reply to the Employee(s) and the Union within five (5) working days of the date of discussion.

Failing resolution, it may then be taken up as a grievance within five (5) working days of the Supervisor's reply in the following manner and sequence set out below (Step 1 and 2).

It is agreed that the Union will not have a policy grievance unless it has discussed the matter with the applicable Director and Chief Human Resources Officer as appropriate.

Failing resolution, the matter may be taken up as a policy grievance within five (5) working days of the date of the discussion with the applicable Director and Chief Human Resources Officer in the following manner and sequence set out below (Step 2).

8.02 GRIEVANCE PROCEDURE

STEP NO. 1-

The Union, on behalf of the Employee(s) will provide the Corporation with written notice of the grievance outlining the nature of the grievance and the remedy sought within five (5) working days of the Supervisor's reply in the Early Resolution Process.

The Union representative and Employee(s) shall meet to present the alleged grievance with their Department Head or delegate together with the HR Representative. The meeting will take place within five (5) working days of receipt of the notice; failing settlement, the Department Head or delegate shall deliver their reply in writing within five (5) working days following presentation of the grievance to them. The Union has five (5) working days after the reply is given to file Step 2 grievance with the Corporation.

STEP NO. 2-

The Union shall present the alleged grievance in writing at a meeting with the appropriate Deputy City Manager or delegate and the Chief Human Resources Officer or designated HR Manager within ten (10) working days of the Union filing Step 2 grievance, outlining the nature of the grievance and the remedy sought. A Staff Representative of the Union may be present at the request of the Union.

It is understood that the Deputy City Manager shall have such counsel and assistance as they may desire at any grievance. Failing settlement, the reply of the Deputy City Manager shall be delivered to the Union in writing within ten (10) working days after the meeting takes place.

Policy grievances shall be filed at Step 2 of the grievance procedure with the City Manager or their appointee. The meeting shall be chaired by the Chief Human Resources Officer or designated HR Manager.

- 8.03** Replies to grievances stating decision and reasons shall be in writing at steps 1 and 2.
- 8.04** Failing settlement following step 2, and if the grievance is to proceed to arbitration such grievance shall be submitted to arbitration within twenty (20) working days from receipt of the written reply under Step 2.
- 8.05** It is agreed that the Union may act on behalf of an Employee(s) who is unable to file a proper grievance, initiating the grievance at the appropriate Step. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an Employee or Employees and that the regular grievance procedure shall not be thereby bypassed.
- 8.06** No adjustment under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Corporation under the Grievance Procedure except as to bookkeeping error involving an Employee's wages and any grievance regarding discharge or suspension without pay will

be deemed to have been filed on date of such suspension or discharge.

- 8.07** The Grievor(s) shall have the right to be present at all meetings held to resolve or discuss their grievance. The parties will endeavour to have an equal number of labour and Management participate in meetings in steps 1 and 2.
- 8.08** It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement.
- 8.09** At any time after either party has requested Arbitration, either party may provide the other party with a written request to have the matter heard by a Mediator agreed to by both parties, in an attempt to find a resolution, before proceeding to Arbitration under this provision. The opposing party shall provide a written response to the request within fifteen (15) working days of receipt. If the parties do not agree to a Mediator, or if the matter is not settled at Mediation, any party may advise the other in writing that it will be proceeding to Arbitration in accordance with Article 10.
- 8.10** NOTATIONS TO EMPLOYEE FILE

Any notation of a reprimand or disciplinary action placed on an Employee's record shall be removed, at the Employees' request, after an elapsed period of twenty four (24) months from the date that the discipline was recorded in which the Employee has not received a further notation for the same or a similar type of infraction.

Any non-disciplinary Letter of Expectations shall be removed after twenty-four (24) months if the Employee has not received further counsel for the same or similar action. Letters of Expectation will not be subject to the Grievance Procedure.

ARTICLE 9 DISCHARGE CASES

- 9.01** It is recognized that probationary Employees may be released for reasons less serious than in the case of the discharge of an Employee who has completed their probationary period and accordingly, the release of a probationary Employee will not be subject to the Grievance Procedure.

A claim by an Employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 2 prior to 12:00 noon on the fifth (5) working day after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Corporation's action in dismissing the Employee;
- (b) reinstating the Employee with payment to them for such time lost due to the discharge at their regular rate of pay for their normally scheduled

work for such period less any amounts of money earned by the Employee during such a period;

- (c) any other arrangement which may be deemed just and equitable.

ARTICLE 10 ARBITRATION

- 10.01** When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request, in writing, addressed to the other party to this Agreement, and at the same time propose three (3) arbitrators for the other party to consider. Upon reaching agreement, the parties to this Agreement will agree on a suitable date having regard to the arbitrators' available dates.
- 10.02** No matter may be submitted to arbitration which has not been carried through all requisite steps of the Grievance Procedure.
- 10.03** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.04** The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the Employee or Employees concerned.
- 10.05** Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.
- 10.06** The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties of this Agreement.
- 10.07** A Grievor or any Employee with a legally vested interest, shall not lose any pay for regular time spent at an Arbitration Hearing. Necessary witnesses shall not lose any pay for the day(s) of testimony.

ARTICLE 11 SENIORITY

- 11.01** (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) In the event that an Employee from the Clerical and Technical unit of the City is moved into this bargaining unit, as a result of the application of any provision of either Collective Agreement, their previously held seniority shall be retained.

11.02 PROBATIONARY PERIOD

An Employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list until after they have completed six (6) months of continuous permanent employment with the Corporation.

Upon completion of such probationary period the Employee shall be placed on the seniority list with seniority based on the date of continuous service in a position within the scope of the collective agreement.

Any Employee who is hired to a permanent position in the bargaining unit with no break in service, shall upon successful completion of the probationary period have their temporary continuous service recognized with establishing their seniority date, however this shall only apply to service in a temporary position that is listed as a classification in Schedule "A".

A temporary Employee as defined in Article 11.09 who is hired to a permanent position in the bargaining unit with no break in service, shall, upon successful completion of the probationary period, have their seasonal continuous service recognized when establishing their seniority date.

11.03 SENIORITY LISTS

The Corporation shall maintain a seniority list showing the date upon which each Employee commenced employment in the Bargaining Unit and the person's classification. An up-to-date seniority list shall be posted twice a year in January and July. A copy of such list shall be mailed to the Secretary of the Union and Unit Chair at the same time.

11.04 TERMINATION AND LOSS OF SENIORITY

Notwithstanding the provisions of 11.01, an Employee shall lose all seniority and shall be deemed to have terminated their employment if they:

- (a) resigns or retires from the employ of the Corporation;
- (b) is discharged and is not reinstated;
- (c) is laid off for a period of more than twelve (12) months;
- (d) is absent from work without permission for five (5) consecutive working days unless a reasonable explanation is given by the Employee;
- (e) fails to return to work upon termination of an authorized leave of absence unless a reasonable explanation is given by the Employee or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a reasonable explanation is given by the Employee;

- (g) is absent from work due to illness or disability which absence continues more than twenty-four (24) months and they are no longer able to fulfil the basic obligations associated with their employment in the foreseeable future.
- (h) while in receipt of workers' compensation benefits from the Workplace Safety and Insurance Board, has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than twenty four (24) months from the date of the injury.

11.05 JOB POSTINGS

For all permanent position vacancies intended to be filled, the Corporation shall post notices with the information as indicated in Schedule "B" on all bulletin boards for a minimum period of one week and shall send a copy to the Unit Chairperson.

The Corporation reserves the right to revisit completed recruitments posted within three (3) months of a position being filled that has been vacated by an Employee within their trial period.

When it is known at the time of posting that the position will be reviewed within six (6) months of the posting date, then the words "under review" will be with the rate of pay on the posting.

The Corporation will interview internal applicants who meet the qualifications as outlined on the job posting. When there is no successful qualified applicant, the Corporation reserves the right to interview unqualified internal applicants who have applied for the posted position prior to interviewing external applicants.

For positions at Level F and above, the Corporation may choose to advertise the vacancy externally concurrent to the internal posting.

All current internal applicants who have applied for the position will be considered and a selection decision will be made prior to considering external applicants. Human Resources will meet with the interviewed applicant(s) to review the outcome of any interview if unsuccessful, within eight (8) weeks of the Employee receiving notification, and if requested by the Employee.

Employees, except those in a Facility Operator 1 classification, who have completed their probationary period may make written application for such permanent job vacancy within such posting period. Employees in a Facility Operator 1 classification, who have completed twelve (12) months of employment, may make written application for such permanent job vacancy within such posting period. Employees will be limited to one lateral transfer in a twelve month period.

The Corporation will select a successful candidate in respect of any job posting, for a

permanent position, within 3 months of the closing date indicated on the job posting, unless cancelled by the Corporation.

Employees who have been successful to posted positions who are required to remain in their current position will receive their new rate of pay no later than two weeks after accepting the new position.

It is understood that nothing in this Section restricts the right of the Corporation to temporarily assign an Employee to a job currently posted on an acting basis until the posting procedure has been completed and arrangements made to permit the Employee selected, if any, to fill the position.

11.06 JOB TESTING

1. Testing for jobs will be administered through Human Resources or appropriate designate.
2. The test correlating to a particular position will be the same test taken by all applicants for that particular posting.
3. The marking of a test or grading of a test will be managed through Human Resources or appropriate designate.
4. Tests will be relevant and relate to the scope of the position and stated education as outlined in the job description.
5. The minimum percentage or mark required to have passed a test will be determined prior to commencement of any testing and will be conveyed to the applicants prior to the test.
6. The applicant must obtain or exceed the minimum percentage mark of the test in order to be considered further for the job competition.

11.07 PROMOTION

Promotion shall mean a transfer to an occupational classification in the bargaining unit that is paid at a higher rate of pay.

In cases of promotion for positions below Level F, the following factors shall be considered:

- (a) seniority
- (b) qualifications and job efficiency

Where two or more applicants qualify for the position, seniority shall govern. In cases of promotion, (other than to positions outside the scope of the bargaining unit), for positions at Level F and above, the following factors shall be considered:

- (a) posted qualifications
- (b) demonstrated skills and abilities as required for the posted position
- (c) satisfactory work performance with the Corporation where unsatisfactory

performance is a matter of record in the Human Resources file

Where two or more applicants are deemed to be equal under (a), (b) and (c), seniority shall govern.

The Corporation may, at its discretion, when there are no qualified internal applicants, promote an internal applicant with the potential to become qualified within a reasonable period of time.

Any Employee so promoted will be given a trial period and may revert to their former position in accordance with Article 11.11 or if the required qualifications are not met within the agreed period of time.

11.08 TRIAL PERIOD

The successful applicant shall be notified within one month following the end of the posting period. They shall be placed on trial for a period of three (3) months from the date of appointment to the new position.

In the event that the Employee proves unsatisfactory in the position, during the trial period of three (3) months, they shall be returned to their former position, wage or salary rate, without loss of seniority.

In the event that the Employee wishes to return to their former position, they shall have the right to return to their former position within three (3) months of the appointment date. The Employee shall be returned to their former position, wage or salary rate, without loss of seniority.

During the trial period of three (3) months the applicant is restricted from applying for other vacancies unless the vacancy results in a promotion.

11.09 ACTING ASSIGNMENT

- a) When required by the Corporation to act in a bargaining unit position at a higher classification level, the Employee shall receive either the 6-months rate (90%), or 1 Year Rate (100%), whichever is the next highest from their regular classification, for the job classification to which assigned, for all hours so assigned.
- b) No Employee shall be transferred to a position outside the bargaining unit without their consent.

When required by the Corporation to act in a Management position the Employee shall receive a premium of one dollar (\$1.00) per hour above their regular straight time rate of pay or the minimum rate for the position, whichever is greater, for all hours so assigned.

Except as provided in Article 11.01(b), if an Employee is transferred to a position outside

the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but shall not accumulate any further seniority, provided that the Employee returns to the bargaining unit within twelve (12) months. If the Employee is not returned to the bargaining unit within the twelve (12) month period, all seniority shall be lost.

The individual designated as Supervisor, shall receive acting pay when:

- a) the work constitutes for the full portion of a workday preceding or following a lunch break or more and;
- b) the duties assigned to the individual designated Supervisor are beyond the individual worker duties, as prescribed by OSHA requirements; or
- c) the duties assigned to the individual designated as Supervisor are beyond the decision expectation parameters of the bargaining unit job description.

Employees temporarily acting in a Management position shall receive written notification of the duration of reclassification exceeding one (1) week.

11.10 TEMPORARY EMPLOYEES

(a) Temporary Employees are hired from outside the full-time bargaining unit(s) to do temporary assignments for the following purposes:

- to replace a permanent Employee on an approved absence, not to exceed 24 months duration
- to complete tasks resulting from work surge programs, not to exceed nine (9) months duration
- to perform work related to seasonal workloads, including but not limited to, winter snow maintenance or summer parks maintenance, not to exceed nine (9) months duration

In special circumstances a temporary assignment may be extended beyond the timelines above by mutual agreement by the Corporation and the Union. Should the Employer determine that such an extension is required, a request shall be provided to the Union no less than thirty (30) days prior to the end of the pertinent temporary assignment.

The Corporation shall maintain a temporary Employee list showing the date upon which each temporary Employee commenced their classification and the reason for the temporary assignment. A copy of such list shall be mailed to the secretary of the Union and the unit chair twice yearly beginning, January and June.

A temporary Employee who has completed a temporary assignment may be re-employed in a temporary assignment after a two (2) week break in service.

(b) Temporary Employees shall not be covered by any of the terms and conditions of this Collective Agreement except,

- the established pay rates as set out in Schedule “A”
- Holidays as set out in Article 16.01
- Union dues will be deducted in accordance with Article 5.01
- Designated Crew Leaders will be paid in accordance with Article 19.09(a).

(c) Authorized work performed by a temporary Employee in excess of their regularly scheduled work day or work week, work performed on a statutory holiday and work performed on a scheduled day off shall be paid at the rate of 1 ½ times the temporary Employees straight time rate.

Vacation pay will be paid in accordance with the terms and provisions set out in the Employment Standards Act as amended from time to time.

With the agreement of the temporary Employee, authorized hours worked in excess of the normal work day or work week may be accumulated at 1.5 times for the purpose of paid time off. Such election shall be made in writing to their immediate Supervisor at the time worked. Time off will accumulate to a maximum of 40 hours straight time worked to be banked at 1.5 times (60 hours paid time off per temporary assignment). A temporary Employee cannot accrue additional paid time off during the same temporary assignment.

In the event that a temporary Employee wishes to utilize authorized banked hours for the purpose of receiving pay for absence due to personal illness, the temporary Employee is required to advise their immediate Supervisor at the time that they report their absence due to illness.

Scheduling of banked hours for reasons other than personal illness, shall be at the discretion of the Corporation during the temporary assignment and may be requested by the temporary Employee and approved by the Corporation. In the event that the time is not taken, the temporary Employee will receive pay for the outstanding time with the final pay at the end of the temporary assignment.

Notwithstanding the above, additional authorized hours worked in excess of 40 hours per week will be paid at the rate of time and one half.

(d) In addition to the provisions outlined in (c) above, the following applies to temporary Employees hired to perform work related to seasonal workloads:

- (i) The normal work week shall be 40 hours per week however, the Corporation does not guarantee any hours of work per day or per week or to pay for any time not worked except as specifically provided for in this Article.

- (ii) Regular schedules of work for temporary Employees hired to perform seasonal work shall be defined, in writing, at the time of hire. Where the Corporation requires a change to the regular schedule of work, the Corporation shall notify the Employee, in writing, 7 days in advance of the change.

11.11 LAYOFF RECALL

In cases of layoff and recall from layoff, seniority shall govern providing Employees have the qualifications to perform the work available. Unless legislation is more favourable, the Corporation shall notify the Union and the Employees who are to be laid off thirty (30) calendar days prior to the effective date of permanent layoff which is expected to exceed 5 working days. If Employees have not had the opportunity to work the said thirty (30) calendar days, they shall be paid for the days on which work was not made available.

LAYOFF PROCEDURE

1. In the event of a layoff, Employees shall be laid off in the reverse order of their seniority within their job classification.
2. An Employee who is subject to a permanent layoff shall have the right to select any of the following options:
 - a. Accept the layoff; or
 - b. Be reassigned into a permanent position which they have the required skills and qualifications to perform that the Employer has declared vacant and intends to fill.
 - c. Displace (bump) the most junior Employee within the same job level or the most junior Employee in a lower level classification, provided that they have the required qualifications and ability to do the work. Where the qualifications and ability are deemed to be relatively equal, seniority shall govern.
 - d. No Employees shall be displaced from their home position where there is a suitable vacancy(s) for the laid off Employee to be reassigned to.
 - e. Be placed on the recall list, for up to 12 months from their date of layoff notice.
 - f. Accept a position in a temporary vacancy that exists with the Employer. An Employee who obtains a temporary position rather than being laid off shall, at the end of the temporary position, be placed on the recall list for 12 months from their original date of layoff, or 4 months from the end of their temporary assignment, whichever is greater, should a permanent placement not be found by the end of their temporary assignment.
3. The Corporation will assess whether the Employee has the skills, ability and required qualifications to perform the job, which may include a combination of job-related testing, interview and evaluation of performance during the trial period.

4. No Employee shall be placed in a vacancy or displace an Employee/position that is higher paid than the position they were laid off from.
5. Employees placed into vacancies or who have displaced more junior Employees are subject to trial period provisions under the Collective Agreement.
6. If the Employee is placed into a vacancy and the trial period proves unsatisfactory in their placed position, they shall be placed on the recall list and will only be considered for vacancies for 12 months from the original date of layoff.
7. If the Employee is placed into a position through displacement of a junior Employee and the trial period proves unsatisfactory, they shall be placed on the recall list and will only be considered for vacancies for 12 months from the original date of layoff. No further displacement will be considered.
8. Employees are permitted to displace a more junior Employee only once during a layoff process. If the above-mentioned displacement is deemed unsuitable, the Employee is then placed on the recall list, for 12 months from their original date of layoff.
9. Employees placed on the recall list will be considered for vacancies at or below their level, prior to the position being posted. It is understood that no new Employee will be hired to perform work that an Employee on layoff is capable of performing.
10. Employees on the recall list shall have one right of refusal of a permanent placement within their classification level. Should they refuse a second recall to a permanent placement in their classification level, the Employee will be terminated.
11. Employees impacted by displacement will be provided with layoff notice and procedure in accordance with the rights and entitlements of this article.
12. If an Employee is displaced as a result of a layoff, and their home position becomes available as a result of an unsuccessful 3 month trial period, the displaced Employee shall have the right to return to their home position.
13. Employees shall have their benefits, in accordance with the Collective Agreement, for the length of the notice period. Where an Employee is on layoff for a period greater than the notice period, the Employee shall be given the option to continue the benefits, in accordance with the terms and conditions of the Collective Agreement. If the Employee elects to continue benefits, the Employee shall pay both the Employee and Employer premiums, for up to 12 months from their date of layoff.

11.12 BARGAINING UNIT CHANGES

The Union Chairperson will be notified of all changes within the bargaining unit, including promotions, acting assignments over one (1) month, contract extensions, demotions, hirings, transfers, resignations, retirements, other terminations of

employment, or any proposed lay off or recalls from lay off.

11.13 ON-THE-JOB TRAINING

The Corporation will provide on-the-job training where feasible, so that an Employee shall have the opportunity to receive training and qualify for a promotion or transfer in the event of a vacancy arising. Accordingly, an Employee shall be allowed an opportunity to learn the work of higher or equal positions, during regular working hours, by working together with qualified Employees for temporary periods without affecting the pay of the Employees concerned. Such time allotted for training shall be at the discretion of the Corporation. Opportunities for training shall be based on the Employee possessing the ability to perform the work, meeting the academic qualifications and the seniority of the Employee.

The request must be submitted to Human Resources in writing. A written response will be forwarded to the Employee within one month of receipt of such request.

11.14 EXPRESSION OF INTEREST

Human Resources will accept resumes from Employees during the month of January each year. The Employee shall identify a maximum of three (3) classifications of interest within their Portfolio/Office or Department.

The resumes will be kept on file until February the following year and will be used to identify bargaining unit members who are interested in temporary assignments greater than four (4) weeks duration.

Internal resumes, as noted above, will be given preference prior to external applicants.

ARTICLE 12 LEAVE OF ABSENCE

12.01 The Corporation may, in its discretion, grant leave of absence without pay and without loss of seniority to an Employee for 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 leave as soon as practicable. It is understood that where such leave exceeds one month there will be no accumulation of sick leave or vacation entitlement for that period subject however, to the Employment Standards Act where leave is granted under 12.03

12.02 In the event of a death in the immediate family of an Employee covered by this Agreement, the Corporation agrees to grant time off and to make up the Employee's regular pay (exclusive of any premiums) for any absence up to a period of five (5) days for the purpose of making arrangements for or attending at the funeral. Immediate family shall mean father, mother, stepmother, stepfather, spouse, brother, sister, child, mother-in-law, father-in-law, ward or guardian.

Employees will be granted three (3) day's leave on the same basis in the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, or first generation niece or nephew.

12.03 PREGNANCY LEAVE/PARENTAL LEAVE

- (a) Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant Employee who has completed thirteen (13) weeks employment will be granted leave in accordance with the Employment Standards Act.
- (b) Unpaid Parental Leave shall be in accordance with the Employment Standards Act. e.g., to a maximum of 61 or 63 weeks as appropriate. An Employee who is in receipt of EI Pregnancy or Parental benefits shall be paid a supplementary EI benefit in an amount which combined with the gross Employment Insurance benefit brings their compensation to 75% of their weekly salary for a maximum of 15 weeks of pregnancy leave and 10 weeks of parental leave.
- (c) The following provisions apply to Parental and Pregnancy Leave:
 - i Benefit coverage will continue throughout such leave at the same rate of contribution by the Employee and Employer unless the Employee elects in writing not to do so.
 - ii The Employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.
 - iii At the expiration of such leave, the Employee will be reinstated to the same or comparable position held prior to their leave.
 - iv All written notifications will be in accordance with the Employment Standards Act, time limits.
- (d) The Employee shall provide the Corporation with at least two weeks' notice in writing of their date of return to work.
- (e) On returning from maternity leave, they shall be placed in their former position. If the former position no longer exists, they shall be placed in a job in their job classification at the time of their leave.

ARTICLE 13 BULLETIN BOARDS

- 13.01** The Corporation will provide bulletin board space in an area designated by the Corporation for the purpose of posting notices regarding meetings and other matters

restricted to Union activity. All such notices must be signed by an officer of the Local Union.

ARTICLE 14 WAGES

14.01 The Corporation shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

14.02 A statement of earnings shall be provided to all Employees. Employees will receive their pay via direct deposit.

14.03 MILEAGE

The City shall pay Union representatives (i.e., executive members and Stewards) mileage in accordance with its mileage reimbursement policy when required to use their personal vehicle to attend Union-Management meetings (e.g., driving from the JOC to attend a grievance meeting at City Hall). Mileage reimbursement shall not apply under the following conditions:

- a. When attending Union meetings
- b. When on Union leave
- c. Meeting with Employees to discuss Union matters/issues
- d. Driving to a Union-Management meeting from home at the beginning of the day
- e. Driving to a Union-Management meeting at the end of the day and then driving home right after
- f. Driving to mediations, arbitration hearings and negotiations.

ARTICLE 15 HOURS OF WORK

15.01 The normal work week shall consist of forty (40) hours per week and the normal work day shall consist of eight (8) hours excluding the lunch period. The normal hours of work shall be between 07:00 and 17:00 with up to one hour off for lunch between 11:30 and 14:00. It is understood and agreed that Employees prevented from completing their lunch period by 14:00 shall be permitted to extend said lunch period beyond 14:00 provided the situation is made known in the department.

In the event any change in the starting and quitting times is found necessary, the Corporation will discuss such change with the Union.

15.02 Notwithstanding other Articles, the normal work week for Custodians, Facility Operators I and II and Assistant Foreperson(s) shall consist of not more than forty (40) hours on the average.

The normal work day shall consist of eight (8) hours excluding the lunch period. In the event that an Employee is assigned by the Corporation as single Facility Operator and required to be in the Facility during their scheduled lunch break, they shall be provided with a \$20.00 (twenty) responsibility allowance.

The work schedule will be prepared by the Supervisor, in discussions with the Employees concerned.

In the event that any change in the starting and quitting time is found necessary, the Corporation will discuss such change with the Union as far in advance as possible.

The Corporation will make every effort not to schedule Employees to work more than two (2) consecutive weekends within a given schedule period, or less than twelve (12) hours between shifts. It is understood that nothing in this Article guarantees hours of work to be made available or pay for hours not worked except as otherwise specifically provided for in this Agreement.

15.03 OVERTIME

- (a) When overtime is worked, an Employee may elect to take time off or pay at the appropriate overtime rate. Such election shall be made at the time worked. Authorized work performed by an Employee in excess of their regularly scheduled work-day or work week shall be paid at the rate of 1.5 times the Employee's straight time rate.
- (b) Authorized work performed in excess of the Employee's normal work week or normal work day as defined in section 15.01 above will be paid at the rate of 1.5 times the Employee's regular straight time hourly rate. Employees will be entitled to lieu days for authorized work on Statutory Holidays that fall on scheduled days off as per the Employment Standards Act 2000.
- (c) The opportunity to work overtime shall be equitably distributed among those Employees who normally perform the work. The Corporation shall maintain a log in each work location of all overtime hours worked or declined and such log shall be available for inspection by Employees in the work location.
- (d) The Corporation shall, wherever practical, offer overtime work to qualified full-time Employees who normally perform the work before offering such overtime to temporary Employees.
- (e) It is understood that overtime under this Article shall not be pyramided.

15.04 No Employee will be required to work more than sixteen (16) hours, exclusive of breaks during any twenty-four (24) hour period.

Employees may work more than eight hours in a day to a maximum of thirteen (13) hours in a day subject to the overtime provisions of Article 15 of the collective agreement. The thirteen hour maximum shall not apply to Employees who are on call or called in to work to deal with an emergency situation.

Employees may work extra hours beyond forty-eight in a work week to a maximum of sixty hours in a work week subject to the overtime provisions of Article 15 of the collective agreement.

Employees may receive fewer hours than an eight hour break (which shall constitute a break period) between shifts, except that there must be at least an eight hour break where the Employee works thirteen or more hours in a single or successive shift(s).

Shifts will not be considered successive when there is an eight hour break between them. Nothing in this agreement shall be construed to interfere with the City's right to rely on the call-in provisions outlined in the collective agreement.

Lieu time shall continue to be awarded in accordance with the collective agreement. The implementation of extended shifts and/or compressed work time may be averaged over a four week period.

15.05 MEAL ALLOWANCE

An Employee who is required to work overtime of three (3) hours or more, immediately prior to or following that day's regularly scheduled shift shall be provided with an adequate meal or payment in lieu thereof in the amount of \$15.00, and shall be allowed time off without pay, of up to one hour to obtain a meal.

Where an Employee has been provided with at least eight hours' notice of the requirement to work overtime, the meal allowance will not apply.

15.06 SHIFTS

It is recognized by the parties that from time to time it may be necessary, due to the nature of the Corporation's operations to place those Employees normally working between the hours of 07:00 and 17:00 (Monday to Friday) on shift work.

Where this occurs, the following provisions will apply:

- (1) Shift work shall not be implemented for a period of twenty (20) working days or less. If the working period is twenty (20) working days or less, the appropriate overtime rate will be paid for the minimum twenty (20) working day period.
- (2) The Corporation will provide twenty (20) working days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of overtime rates for all changed hours of work within the notice period.
- (3) Such a placing on shift work shall not deprive an Employee of their total number of normal scheduled weekly hours.

- (4) Shift work will be scheduled on a regular 40 hours per week basis.
- (5) The appropriate overtime rate shall apply when an Employee works in excess of eight (8) hours a day or forty (40) hours per week. Article 15.03 shall establish the Employees appropriate overtime rate.
- (6) No Employee shall be required to work a shift schedule against their wishes when other Employees are available to perform the required work. If the numbers willing to work the shift are insufficient, the shift work will be assigned in a fair manner among all qualified Employees, who normally do the work, by reverse order of seniority.
- (7) No split shifts.

15.07 The following shift premiums shall apply:

- (a) \$1.10 per hour to Employees scheduled to start work between the hours of 11:00 and 21:00.
- (b) \$1.20 per hour to Employees scheduled to start work between 21:00 and 07:00.

(Any Employee that commences their work day at 07:00 will not be entitled to shift differential).

15.08 The hours of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted and be provided to Employees, and once posted the Corporation will make every effort to avoid changes. The Union shall receive a copy of the said schedules on request.

15.09 There will be two fifteen (15) minute break periods allowed each day, one before meal break and one after meal break subject to the understanding that such fifteen (15) minute break periods will not unduly interfere with the efficient operation of the Corporation.

15.10 An Employee who has left the Corporation's premises and who is called in to work outside of their regular scheduled hours shall be compensated at the applicable overtime rate for all hours worked with a minimum guarantee of three (3) hours.

However, if an Employee reports to work less than 3 hours prior to the commencement of their scheduled shift, the minimum 3 hour guarantee will not apply, and the Employee will receive the applicable overtime rate for those hours worked prior to the commencement of their scheduled shift.

Should a second call-in occur within the first 3 hour guarantee period, it will constitute a continuation of the original call-in period and a second 3 hour guarantee will not apply. All hours worked shall be compensated at the applicable overtime rate.

The minimum guarantee shall be applicable for only two (2) separate call-ins in any 24 hour period. For any subsequent call-ins, an Employee shall be eligible only for appropriate hourly rate for all hours actually worked.

15.11 Employees covered by this Agreement may be placed, as required, on call outside their regular hours of work.

Primary Standby

- (a) Employees scheduled by the Corporation to be on call shall be paid one (1) hour at their regular straight hourly rate per day. A week shall be defined as a seven (7) day period commencing at the conclusion of the Employee's work on the day on which they are scheduled to commence on-call duty.
- (b) Effective January 1, 2020, the primary rate shall increase to 1.5 times the regular hourly rate.
- (c) Employees shall remain available for work and shall be entitled to pay for hours worked in accordance with Article 15.10.
- (d) Where a Statutory Holiday falls during a week for which an Employee is scheduled to be on call, the premium will be increased by \$15.00 for each such holiday during the week. The Employee will be entitled to either a lieu day or statutory holiday pay in accordance with the Employment Standards Act 2000.
- (e) It is understood and agreed that the Corporation, in addition to any further action it deems advisable, has no obligation to pay standby pay where the Employee on standby was not readily available for work.
- (f) The Corporation agrees to post Primary Standby Schedule. This schedule may be drawn up by the Employees concerned subject to the approval in writing of the Supervisor.

Secondary Standby

- (a) Employees identified by the Corporation for placement on the Secondary Standby List and who agree to make themselves available, shall be paid \$20.00 per day. The daily premium will only be paid to Employees who report to work in response to a call-in. Employees who are called in to work must make every effort to respond in a timely fashion.
- (b) Employees shall be entitled to pay for hours worked in accordance with Article 15.10.
- (c) Where an Employee is identified to be called in on a Statutory Holiday and

reports for work in response to a call in, the premium will be increased by \$5.00 for each such holiday during the week. The Employee will be entitled to a lieu day in accordance with the Employment Standards Act 2000.

- (d) The Corporation agrees to post Secondary Standby Lists. Call in from the Secondary Standby List will be at the discretion of the Corporation. It is understood that placement on the Secondary Standby List does not constitute a guarantee of standby pay and that the Corporation has no obligation to pay the premium unless the Employee reports for work in response to a call in.

15.12 When overtime is worked, an Employee may elect, to take time off at double time rate or pay at the 1 1/2 times rate. Such election shall be made at the time worked.

Such time off may accumulate to a maximum of two weeks per Employee for the year.

The time off will be taken by March 31st of the following calendar year at a time mutually acceptable to the Employee and their Supervisor and such agreement will not be unreasonably withheld.

In the event no mutually acceptable time can be agreed to or in the event that the time is not taken, the Employee will receive pay for the outstanding time with the last pay of the year.

ARTICLE 16 STATUTORY HOLIDAYS

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

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

In addition, the last scheduled working days before Christmas Day and New Year's Day shall be half holidays with pay. In addition to the above, Employees on staff prior to February 28th will be entitled to one floating holiday provided it is taken between March 1st and December 31st in the same year. In the event of a new holiday being proclaimed to take place during January or February by the Federal Government, that day will take the place of the floating holiday.

16.02 Holiday pay will be computed on the basis of the number of hours the Employee would otherwise work had there been no holiday or half holiday, at this regular straight time rate of pay.

16.03 In order to qualify for holiday pay, the Employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday

concerned except in cases of excused absence satisfactory to the Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.

- 16.04** Any Employee required to work on a holiday shall be paid for all authorized work performed on such holiday at 1.5 times their straight time rate of pay for all hours worked in addition to their holiday pay.
- 16.05** Any Employee scheduled to work on a holiday who does not report for work shall forfeit their holiday pay except in cases of excused absence satisfactory to the Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.
- 16.06** In the event that any of the above holidays fall on a Saturday or Sunday, the Friday or Monday shall be considered as the Statutory holiday for the purpose of this Agreement.

ARTICLE 17 VACATIONS

- 17.01** Employees shall be entitled to the following annual vacation with pay. All entitlement will be calculated as of the Employee's anniversary date in each year except as provided in 17.04.
- 17.02** All Employees who have completed their probationary period and who have one (1) year or less of continuous service as of their anniversary date in any year shall be entitled to vacation with pay in the amount of 8 hours for every month worked up to a maximum of 80 hours.
- 17.03** All Employees with more than one (1) year but less than three (3) years continuous service as of the Employee's anniversary date in any year shall be entitled to 80 hours vacation with pay and thereafter as follows:
 - After 3 years' service 120 hours
 - After 8 years' service 160 hours
 - After 14 years' service 200 hours
 - After 21 years' service 208 hours
 - After 22 years' service 216 hours
 - After 23 years' service 224 hours
 - After 24 years' service 232 hours
 - After 25 years' service 240 hours
- 17.04** Employees who have completed their probationary period and who leave the employ of the Corporation shall be entitled to vacation pay based on the length of continuous service as set out above in such proportion as their service in months for which no vacation pay has been given bears to twelve (12) months.
- 17.05** In the event that a holiday falls within the vacation period of any Employee who has completed their probationary period, their vacation may at the Employee's discretion be extended by the number of hours normally worked.

17.06 Employees shall be entitled to their vacation in an unbroken period subject to the understanding, however, that Employees entitled to more than 120 hours of vacation may be required to take their additional vacation entitlement at a time other than the three (3) week unbroken period.

Vacation entitlement up to 40 hours maximum unused at the Employee's anniversary date in any year will be placed in reserve for future use, the reserve may not accumulate to more than 40 hours in any year.

Vacation in excess of 120 hours in an unbroken period will be granted at a time mutually agreed between the Employee and the Corporation.

17.07 Choice of vacation periods by seniority ends on March 31st of that same calendar year, thereafter Employees may select their vacation period with the consent of their Foreperson or Supervisor, notwithstanding the fact that other more senior Employees have not chosen their vacation.

17.08 Each Employee shall receive an annual statement in March of vacation credits.

ARTICLE 18 SICK LEAVE

18.01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are ill except as provided in Section 18.01(e) and 18.04 sick leave shall be granted to full time Employees covered by this Agreement on the following basis:

- (a) Full-time Employees shall, while receiving full pay, accumulate sick leave credits at the rate of 12 hours per month to a total of 144 hours after one year's service.
- (b) All unused sick leave may be accumulated to the credit of an Employee up to a maximum of 2,240 hours.
- (c) An Employee may be required to produce a certificate from a qualified medical practitioner for any absence of less than three (3) days duration due to accident or illness. Where this is required, the Employee shall be advised at the time that they notify the Employer of their absence, or as soon as reasonably possible thereafter. However, in all cases of absence due to accident or illness of three (3) days duration or more, the accident or illness shall be proven by a certificate from a qualified medical practitioner.

Notwithstanding the above, in the event that an Employee has been notified in writing respecting their individual requirements to provide medical certification for their absence, the Employee will be expected to comply with the written expectations as outlined in the written notice.

- (d) Employees who, during their first two (2) years of service suffer a serious illness,

will be allowed to overdraw their sick leave accumulation to a maximum of 120 hours. The seriousness of the illness and the need for the time off shall be confirmed in writing by a physician.

- (e) Employees who require time off from work for critical personal needs, may after notifying the Supervisor and with the Agreement of their Department Head, use up to a maximum of 24 accumulated sick hours per year for such purposes.

This time off should only be granted for such reasons as serious illness of the spouse or child, religious holidays, house fire, etc.

18.02 LONG TERM DISABILITY INSURANCE (L.T.D.)

The Corporation will provide Long Term Disability Insurance (L.T.D.) for all Employees which will provide an income for disabled Employees of 75% of their regular pay after a waiting period of 952 hours. The Corporation will pay the entire premium for this insurance coverage. If an Employee who qualifies for L.T.D. benefits so chooses, they shall be allowed to use sick leave credits to a maximum of six (6) months or their total sick leave accumulation whichever is the lesser prior to being placed on L.T.D. Benefit payments shall be adjusted annually on each January 1st by the increase in the all-item Consumer Price Index for Toronto in the preceding twelve-month period.

- 18.03** It is understood that sick leave is not applicable where leave is granted under Section 12.03.

18.04 SUPPLEMENT OF WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

Full time Employees who are injured on the job and whose Workplace Safety and Insurance Board claim is approved, shall be paid their normal salary, exclusive of standby, overtime pay etc., for such period of time as they would have received full pay for illness not related to their work.

Employees with less than 200 hours sick leave accumulation shall be deemed to have 200 hours sick leave standing to their credit for the purpose of this Article.

- 18.05** Each Employee shall receive an annual statement in March of sick leave credits.

ARTICLE 19 GENERAL

- 19.01** Correspondence arising under the provisions of the Agreement, except where otherwise provided, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Unit Chairperson, (with a copy sent to the Union Secretary of Local 905) and, if to the Corporation, to the Chief Human Resources Officer (with a copy to the City Manager).

19.02 The Corporation agrees to provide each new Employee covered by this Agreement with a copy of the Collective Agreement. The cost of printing the Agreement in book form shall be paid 50% by the Corporation and 50% by the Union.

19.03 JOB DESCRIPTIONS

The Corporation agrees to draw up job descriptions:

- (1) for all positions for which the Union is bargaining agent
- (2) whenever a job is created within the Unit
- (3) whenever the duties of an existing job change substantially. Substantial changes refer to when there is a significant change in responsibilities and qualifications which would impact the factors within the Job Evaluation Manual.

These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection or a request for discussion within thirty (30) days. There shall be an up to date job description and rating prior to the posting of any position.

19.04 Existing classifications as set out in Schedule "A" shall not be eliminated or changed without prior agreement with the Union.

Changes to classification title will only occur at the time of printing of a new agreement and with the consent of all parties. Job description or evaluation will not be thereby affected by this clause.

19.05 JOB EVALUATION

(i) Where the Corporation has determined that a new classification is required or where the Corporation has made substantial changes, or where the Union believes the Corporation has made substantial changes in the duties of an existing classification and has established the rate for such job, the Corporation will meet with the Union, upon its written request, within thirty (30) days of the request for such meeting being made by the Union to evaluate same through joint job evaluation with the Union.

(ii) Joint Job Evaluation Committee

- (1) The Joint Job Evaluation committee exists for the purpose of uniformly evaluating and appraising job classifications according to the Job Evaluation Manual System used for Pay Equity.
- (2) The Committee shall be composed of six (6) members: three (3) to represent the Corporation and three (3) to represent the Union. Each party shall elect or appoint their own representatives and so notify the other party.
- (3) All decisions of the Committee shall be by majority.

- (4) A quorum shall be six (6) members of the Committee.
- (5) Subject to the completion of the appeals process, decisions made by the Joint Job Evaluation Committee shall be binding upon the Corporation, the Union and the Employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement.

Should the committee be unable to agree upon a position's job evaluation, or if the committee evaluates a position two or more grades higher than the existing job classification grade, the issue may be referred to a third party job evaluation expert, for evaluation. The ratings will be approved by the Chief Human Resources Officer and CUPE National Representative or their delegate. Such resolution shall be final and binding and shall not be subject to grievance or arbitration despite any other provision of this Agreement.

- (6) Job Evaluation Committee members are to be excused from evaluating positions where a conflict of interest exists, including but not limited to when it is their own job, a familial relationship exists and/or it is the position of a direct subordinate.

19.06 Where the Corporation has made substantial changes in any job and the Union requests a review of the position classification such request will be reviewed by the Job Evaluation Committee within nine (9) months. Any resulting reclassification shall be effective no later than nine (9) months following the request.

Notwithstanding, the incumbent(s) of the position may request a verbal update on the status of the request for review of the position classification at any time, the Corporation will provide a written update to the incumbent(s) when the request for review is not dealt with within nine (9) months.

19.07 CLOTHING

The Corporation agrees, during the term of the Agreement, to provide certain clothing to Employees covered by this Agreement. It is understood that such clothing shall remain the property of the Corporation and shall be worn by Employees while on duty and not otherwise. Employees must return such clothing on termination of employment or where replacement is requested.

Employees working in areas where safety footwear is required, will provide their own appropriately rated safety footwear, (green patch standard) and they will be reimbursed, upon submission of proof of purchase, the cost up to \$300.00 every two calendar years, (with no breakdown).

At the discretion of the Corporation, all such clothing will be repaired or replaced as necessary at the discretion of the Corporation.

Each Employee covered by this Agreement shall be provided with the following items (not made to measure) upon completion of the probationary period.

- (a) five (5) shirts
- (b) five (5) pairs of pants
- (c) two (2) pairs of coveralls
- (d) one (1) parka

Employees classified as Facility Operators and Building Maintenance Operators will be supplied with three (3) uniforms consisting of a jacket and matching pants and one (1) winter coat in addition to (a) and in lieu of (b), and (d) above.

A supply of suitable rainwear will be maintained by the Corporation for use by Employees covered by this Agreement who are required to work in inclement weather.

A supply of suitable protective aprons and gloves will be maintained by the Corporation for use by Employees covered by this Agreement who are required to work with the various chemicals used.

19.08 TECHNOLOGICAL CHANGES

The Corporation agrees to notify the Union as far in advance as possible before introducing any technological changes which effect the rights of Employees, conditions of employment, wage rates, or work loads.

If and when the Corporation should alter the work methods now in effect, no Employee shall have their employment terminated by reason thereof.

Any job training required by reason of technological change shall be without loss of pay, but in any event no incumbent shall suffer a loss of wages by reason of technological change.

19.09 An Employee who does not supervise or oversee the work of others as part of their normal duties may, on occasion, be specifically designated by the Corporation to work in the capacity of Crew Leader. When so designated, the Employee shall receive a premium of \$1.00 per hour for all hours worked.

19.10 Within the context of the Collective Agreement, the terms internal applicant and internal appointee refer to Bargaining Unit Employees.

19.11 Any Employee is required to give to their immediate Supervisor written notice of a loss of employment qualification. This may include the loss or suspension of a certificate/license that prevents an Employee from performing their job. Such notice must contain the relevant information including the duration of loss or suspension and

must be provided to the Employer immediately when the Employee is notified of such loss or suspension. Failure to provide such notice to the Employer within the stipulated period will be treated as a matter of discipline.

ARTICLE 20 JURY DUTY

20.01 An Employee required to serve as a Juror or subpoenaed by the Crown as a witness and who, therefore, is unable to perform their regular shift shall be entitled to receive for each day of absence the difference between their regular straight time rate for all hours lost and the amount of jury fee received provided the Employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee received during the normal work week.

ARTICLE 21 BENEFITS

21.01 (i) The Corporation agrees, during the term of this Agreement, to pay the billed premiums for the present coverage of the following plans for each eligible Employee in the bargaining unit and in the active employ of the Corporation:

- a) Ontario Employer Health Tax (OHIP)
- b) Life Insurance (1½ times annual salary) with minimum amount of coverage at \$60,000
- c) A.D.D. (1½ times annual salary)
- d) L.T.D. (75% monthly earnings max. \$5,000.00 per month, indexed)
- e) Dental Insurance

April 1, 2016 – 1 year lag ODA fee schedule for each year of the collective agreement.

Orthodontics (50%) - \$3,000 lifetime maximum per family member

Crowns, Inlays, and Caps (50%) - \$1,500 annual maximum per family member

- f) Prescription Drugs: Excluding over the counter drugs. Generic drugs only, unless the physician prescribes otherwise, and in accordance with the insurance provider's enhanced generic drug substitution requirement as described on the date of ratification. Prepaid with card and \$3.00
- g) Vision Care: \$400.00 each 24 months. Effective the date of ratification, \$425.00 each 24 months. Effective April 1, 2018, \$450.00 every 24 months. (with no breakdown) – includes eye exam and laser eye surgery
- h) Healthguard services including hearing aids (hearing aids coverage to \$750.00 every four (4) years) and other services and supplies

Major Medical deductible - \$25.00/single coverage - \$50.00/family coverage

i) Semi private hospital room coverage.

Other adjustments to benefits:

- No per visit max except as is reasonable and customary as determined by the Carrier.
- Chiropractic/Massage - \$1000.00 annual maximum combined
- All other paramedical (including acupuncture, MSW, Psychoanalyst & Psychotherapist in paramedical coverage) - \$1,500.00 annual maximum combined
- Orthotics - \$300.00 every two years

21.01 (ii) Optional Life Insurance - Cost to Employee from options available from benefits carrier.

21.02 The Corporation will retain the entire premium reduction granted by the Unemployment Insurance Commission because of the Corporation's sick leave plan to be applied against the Corporation's cost of benefits.

21.03 Temporary Employees will not be eligible for coverage in items (b) to (i) in 21.01 above. Subject to OMERS enrolment requirements for Other Than Continuous Full Time (OTCFT) members, temporary Employees may be eligible to enrol in OMERS.

21.04 RETIREE BENEFITS

Retiree Benefits for retirees with a minimum of five (5) years continuous service with the City of Vaughan, who retire under the O.M.E.R.S. Plan and commenced their employment as a permanent Employee prior to January 1, 2014, will be covered for:

- a) Life Insurance at \$10,000.00
- b) Vision care at \$300.00 every 24 months
- c) Basic Dental plan at O.D.A. fee schedule 5 year lag
- d) Prescription Drug Coverage 90% reimbursement for all eligible drugs on submission of claim. Excluding over the counter drugs. Generic drugs only, unless the physician prescribes otherwise, and in accordance with the insurance provider's enhanced generic drug substitution requirement as described on the date of ratification. Retirees' will be provided with a prescription drug card.

ARTICLE 22 DURATION

22.01 This Agreement shall be in effect from April 1, 2020, until March 31, 2024, and shall

continue automatically thereafter for periods 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 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

22.03 With respect to negotiations referred to in Section 22.02 above, the Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than two Employees in the bargaining unit plus the Union Chair or their designate. Members of the Committee shall not suffer any loss of pay or benefits for normal work hours involved in negotiations or one day for preparation. A Staff Representative of the Union may be present at the request of the Union.

SCHEDULE "A" - HOURLY

	Start 80%	6 Months 90%	1 Year 100%	Date
<u>Level L</u>	33.48	37.64	41.85	Apr 1/20
	33.90	38.11	42.37	Apr 1/21
	34.41	38.68	43.01	Apr 1/22
	35.10	39.45	43.87	Apr 1/23
<u>Level K</u>	32.22	36.23	40.24	Apr 1/20
Electrical Coordinator	32.62	36.68	40.74	Apr 1/21
Mechanical Coordinator	33.11	37.23	41.35	Apr 1/22
Plumbing & Maintenance Coordinator	33.77	37.98	42.18	Apr 1/23
Team Lead, Wastewater/Stormwater Services				
Team Lead, Water Services				
<u>Level J</u>	30.96	34.82	38.70	Apr 1/20
Electrician	31.35	35.26	39.18	Apr 1/21
H.V.R. & A.C. Mechanic	31.82	35.79	39.77	Apr 1/22
Water Operations Coordinator	32.46	36.51	40.57	Apr 1/23
<u>Level I</u>	29.78	33.48	37.20	Apr 1/20
Arborist	30.15	33.90	37.67	Apr 1/21
Facility Operations Coordinator	30.60	34.41	38.24	Apr 1/22
Fleet Coordinator	31.21	35.10	39.01	Apr 1/23
Mechanic II				
Wastewater Operator III				
Water Operator II				
<u>Level H</u>	28.35	31.89	35.43	Apr 1/20
Assistant Foreperson - Parks	28.70	32.29	35.87	Apr 1/21
Assistant Foreperson - Service in Kind	29.13	32.77	36.41	Apr 1/22
Lead Gardener	29.71	33.43	37.14	Apr 1/23
Maintenance Assistant				

Roads Foreperson
Wastewater Operator II
Water Operator I
Water Operator OIT

<u>Level G</u>	27.01	30.38	33.77	Apr 1/20
Facility Operator I	27.35	30.76	34.19	Apr 1/21
Facility Operator - Building Maintenance	27.76	31.22	34.70	Apr 1/22
Heavy Equipment Operator	28.32	31.84	35.39	Apr 1/23
Wastewater Operator I				
Vacuum Truck Operator				

<u>Level F</u>	25.30	28.50	31.63	Apr 1/20
Equipment Operator I	25.62	28.86	32.03	Apr 1/21
Facility Operator II	26.00	29.29	32.51	Apr 1/22
Gardener	26.52	29.88	33.16	Apr 1/23
Park Attendant II				
Road Patrol Person				

<u>Level E</u>	24.52	27.56	30.61	Apr 1/20
Park Attendant I	24.83	27.91	30.99	Apr 1/21
Wastewater Operator OIT	25.20	28.33	31.46	Apr 1/22
	25.70	28.90	32.09	Apr 1/23

<u>Level D</u>	23.73	26.68	29.64	Apr 1/20
Maintenance Operator	24.03	27.01	30.01	Apr 1/21
	24.39	27.42	30.46	Apr 1/22
	24.88	27.97	31.07	Apr 1/23

<u>Level C</u>	22.91	25.77	28.65	Apr 1/20
Park Attendant	23.20	26.09	29.01	Apr 1/21
	23.55	26.48	29.45	Apr 1/22
	24.02	27.01	30.04	Apr 1/23

<u>Level B</u>	22.19	24.99	27.75	Apr 1/20
Custodian	22.47	25.30	28.10	Apr 1/21

Labourer	22.81	25.68	28.52	Apr 1/22
Labourer - Environmental Services	23.27	26.19	29.09	Apr 1/23
<u>Level A</u>	21.44	24.13	26.80	Apr 1/20
	21.71	24.43	27.14	Apr 1/21
	22.04	24.80	27.55	Apr 1/22
	22.48	25.30	28.10	Apr 1/23

SCHEDULE "A"

Note 1:

- Facility Operator I

Notwithstanding the above, the classification of Facility Operator 1, shall receive 80% of the job rate for the first 6 months and 95% of the job rate for the period 6 months to 1 year and 100% of the job rate at one year.

SCHEDULE "B"

NOTICE

The following information will be included in any Hourly Rated job posting:

- CUPE BU #
- Department
- Job Title
- Posting Period
- Major Duties
- Minimum Qualifications
- Working Conditions (e.g., inside, outside, etc.)
- Salary (per hour)
- How and where to submit an application
- Anticipated hours of work

LETTERS OF UNDERSTANDING

1. LETTER OF UNDERSTANDING

It is agreed that no Employee will be laid off as a result of their work being contracted out or being performed by a temporary Employee.

The Corporation agrees that where there is work to be done which Employees do as part of their duties and also for which contractors are paid standby pay to be available to do, the Corporation will make every effort whenever practicable to provide work for Employees before calling in a contractor on standby.

Agreed on March 25, 2004

Renewed – May 5, 2010

Renewed – June 6, 2016

Renewed – October 8, 2021

2. LETTER OF UNDERSTANDING

The City will commit to make every possible effort during the term of this Agreement to maintain the existing staff complement. If, in the City's view, workforce reductions may become necessary, the City will request the assistance of the Union to explore alternative means of meeting the City's needs prior to any implementation.

In the event of a layoff, Employees shall be laid off in reverse order of their seniority provided that those Employees that remain have the qualifications and ability to do the jobs remaining. The City will guarantee that 75% of those Employees who were permanent full time at the start date of this Collective Agreement will be provided with full time employment during the term of this agreement. This does not guarantee that Employees will retain the positions which they occupied at the start of this Agreement.

Agreed on November 2, 2004

Renewed – May 5, 2010

Renewed – May 28, 2013

Renewed – June 6, 2016

Renewed – October 8, 2021

3. LETTER OF UNDERSTANDING

Notwithstanding Article 11.01 in the CUPE Collective Agreements, the parties agree that in the event of a job posting in either full time bargaining unit, applicants' seniority in either bargaining unit shall be considered to be integrated in the bargaining unit where the posting exists. This does not prejudice or change seniority rights in any other circumstances. See letter of understanding re: movement of part time and full time Employees.

Agreed on March 25, 2004
Renewed – April 21, 2010
Renewed – May 28, 2013
Renewed – June 6, 2016
Renewed – October 8, 2021

4. LETTER OF UNDERSTANDING

An Employee who has requested and been granted an unpaid personal leave of absence under Article 12.01 of the Collective Agreement, compensation will be adjusted in the applicable pay period.

An Employee experiencing financial hardship as a result of being granted an unpaid personal leave under Article 12.01 of the Collective Agreement, may approach Human Resources, in confidence, to discuss the potential for alternative compensation adjustments.

Agreed on May 27, 2004
Renewed – April 21, 2010
Renewed – May 28, 2013
Renewed – June 6, 2016
Renewed – October 8, 2021

5. LETTER OF UNDERSTANDING
FLEXIBLE WORK WEEK

The parties agree that within one year after ratification of this Collective Agreement, a joint committee consisting of two Union representatives and two Management representatives will meet for the purpose of reaching a joint recommendation that will be submitted to Senior Management for their consideration regarding the implementation of flexible working hours.

Agreed on July 13, 2004
Renewed – May 5, 2010
Renewed – May 28, 2013
Renewed – June 6, 2016
Renewed – October 8, 2021

6. LETTER OF UNDERSTANDING

**HOURS OF WORK FOR THE PURPOSES OF
THE *EMPLOYMENT STANDARDS ACT, 2000***

The Employer and the Union agree to exceed the hours of work set out in section 17 of the *Employment Standards Act, 2000* (ESA) to the maximums set out below.

Occupation	WEEKLY MAXIMUM
CITIZEN SERVICE REPRESENTATIVE	60 HOURS
RECREATION COORDINATOR	60 HOURS
CLERICAL/ADMINISTRATIVE	60 HOURS
APPLICATION EXPEDITOR	60 HOURS

ARBORIST	60 HOURS
ARCHITECTURAL TECHNOLOGIST	60 HOURS
BUILDING MAINTENANCE OPERATORS/FACILITY OPERATORS	60 HOURS
BY-LAW ENFORCEMENT OFFICER	60 HOURS
CULTURAL HERITAGE COORDINATOR	60 HOURS
ELECTRICAL COORDINATOR	60 HOURS
ENGINEERING ASSISTANT/COORDINATOR	60 HOURS
ENGINEERING TECHNOLOGIST	60 HOURS
ROADS ASSTANT/FOREPERSON/OPERATOR	60 HOURS
FLEET COORDINATOR	60 HOURS
RECREATION/FITNESS EMPLOYEE	60 HOURS
GIS MAPPING TECHNICIAN	60 HOURS
GRAPHIC ARTS COORDINATOR/DESIGNER	60 HOURS
INFRASTRUCUTURE MANAGEMENT SYSTEMS EMPLOYEE	60 HOURS
LOT GRADING COORDINATOR	60 HOURS
MECHANIC	60 HOURS
MECHANICAL INSPECTOR/COORDINATOR	60 HOURS
MUNICIPAL SERVICES INSPECTOR	60 HOURS
PARKS ATTENDANDT/ASSISTANT/FOREPERSON	60 HOURS
PLANNER	60 HOURS
PLANS/ZONING EXAMINER	60 HOURS
PLUMBING & MAINTENANCE COORDINATOR	60 HOURS
TRAFFIC TECHNOLOGIST	60 HOURS
WASTE/WATER OPERATOR	60 HOURS
TRANSPORTATION ANALYST/TECHNICIAN	60 HOURS
TRAINING & COMPLIANCE COORDINATOR	60 HOURS
URBAN DESIGNER	60 HOURS
WASTE MANAGEMENT ASSISTANT/TECHNICIAN	60 HOURS
WASTE MANAGEMENT COORDINATOR	60 HOURS
BUILDING OPERATORS/FACILITY OPERATORS	60 HOURS
BY-LAW ENFORCEMENT OFFICER	60 HOURS

1. The Union, under authority of S.6 of the Employment Standards Act, 2000, hereby grants the consents provided for in S.17(2), 18(3) and 22(2), under terms and conditions contained in the Collective Agreement.
2. This consent shall continue to operate at all times that the Collective Agreement is in operation.
3. This consent shall not apply to employees to whom parts VII and VIII of the ESA, 2000 do not apply, as defined in the Act and its Regulations.
4. In the event that the prevailing legislation and/or regulations governing hours of work and/or Operations of Commercial Motor Vehicles are amended, the parties will meet within sixty (60) days to review the language in the current Collective Agreement and reach agreement on amendments to ensure compliance.

Agreed on July 29, 2004

Renewed – April 21, 2010

Renewed – May 28, 2013

Renewed – June 14, 2016

Renewed – October 8, 2021

7. LETTER OF UNDERSTANDING

The parties agree that effective upon ratification, and for the life of this Collective Agreement, the following language shall apply to Employees employed in Water/Waste Water and Drainage classifications, specifically, the classifications of Servicepersons.

Servicepersons who hold a valid Ministry of Environment and Climate Change Operator Certificate (and/or license) shall be paid at the grade as noted below, provided the Employee provides proof that they have obtained the next certificate/license level:

Water Certificate Lever	Grade
OIT	H
Level 1	H
Level 2	I
Wastewater & Drainage License Level	Grade
OIT	E
Level 1	G
Level 2	H
Level 3	I

The Corporation agrees to sponsor job training for current Servicepersons up to one above the classification level that corresponds to the Corporation's Water Distribution and Waste Water Collection facilities.

When Servicepersons are required to be absent from their regular shift to write examinations for certification, the Employee shall be paid at their rate of pay, for the hours required, upon pre-approval of their Supervisor. The Corporation agrees to pay for a maximum of two exam writing opportunities, per Employee, for each level.

In the event that the Ministry of Environment and Climate Change reduces the level of certification of a Serviceperson, the Corporation shall reduce the Employee's rate of pay to correspond to the level of certification. The effective date of the reduction to the rate of pay shall correspond directly to the date that the Ministry of Environment and Climate Change reduces the level of certification.

In the event that the Ministry of Environment and Climate Change increases the level of certification of a Serviceperson, the Corporation shall increase the Employee's rate of pay to correspond to the level of certification. The effective date of the increase to the rate of pay shall correspond directly to the date that the Ministry increases the level of certification.

Employees employed as a Serviceperson prior to June 15, 2007, shall be "grandparented" and retain their current rate of pay as outlined in the Collective Agreement and receive any and all increases negotiated to that rate.

The Corporation will pay Water and Wastewater operators a premium of \$0.10 per hour for each

license obtained above their current job classification in the other sub-system (i.e., Water Distribution and Wastewater Collection), starting at level 1 and provided the operator has submitted proof of certification.

Agreed on July 29, 2004

Renewed – May 5, 2010

Renewed – May 28, 2013

Renewed and Amended – June 23, 2016

Renewed – October 8, 2021

8. LETTER OF UNDERSTANDING
Movement of part-time and full-time Employees
Movement to full-time positions

This will confirm the discussion held at full time negotiations on May 15, 2007, and June 15, 2007, referable to the above subject matter.

At that time, we confirmed that the City would be prepared to credit time worked as a part-time Employee in CUPE Local 905 Vaughan Unit for those Employees who subsequently move to full-time positions after ratification of the renewal of the collective bargaining agreement. Credit would be given on the basis that 1820 hours worked as a part-timer would equate to a year of seniority and service in the full-time unit.

For the purpose of calculating service under the full-time agreement, the City will credit an Employee with 15 hours of time worked for each week employed as a part-time Employee prior to 1999.

For the purpose of calculating seniority under the full-time agreement, the City will credit an Employee with 24 hours of time worked for each week employed as a part-time Employee prior to 1999.

A full-time Employee who moves into the part-time unit shall carry their full-time unit seniority date into the part time unit.

Both the City and the Union agreed that this understanding was contingent upon its acceptance by each of the bargaining representatives of the full-time units and the part-time bargaining unit.

Agreed on October 26, 2007

Amended and renewed on April 21, 2010

Renewed – May 28, 2013

Renewed – June 6, 2016

Renewed – October 8, 2021

9. LETTER OF UNDERSTANDING

It is the intention of the parties to provide for the job security of the Employees covered by the term of this Agreement to the extent consistent with the obligation of the Employer to undertake the operation of the City of Vaughan in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities.

Notwithstanding the provisions in letter of understanding #1, one of the potential outcomes of the operational reviews presently underway for Animal Services and Fleet Services may be the contracting out (all or parts) of these specific services. In the event that Management determines at the conclusion of these operational reviews that contracting out of these specific services is a preferred option, Management commits to meet and discuss with the Union prior to proceeding to Council for approval for the contracting out option. Departmental information pertinent to the proposed contracting out shall be made available to the Union.

In the event that a regular Employee is displaced from their job in Animal Services or Fleet Services through the contracting out of work, the Corporation will, in consultation with the Union, take one or a combination of the following actions where possible:

- a) Relocate the Employee in another job in their area of competency, if such is available within the Corporation;
- b) If (a) is not possible, but a position is available for which the Employee could be retrained within a 3 month period, Corporation to provide or identify training opportunities to be successfully completed by the Employee within that 3 month period at the Corporation's cost;
- c) For Employees within two (2) years of retirement, attempt to work out an early retirement arrangement that would be mutually acceptable to the Employee and the Corporation;
- d) In the event of lay-off as a last resort, Employees will be laid off in reverse order of seniority; or
- e) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the Employee in Animal Services or Fleet Services, the City will provide them with six (6) months' notice of termination and provide them with a separation settlement of two (2) weeks' salary per year of service.

Renewed – June 6, 2016

Renewed – October 8, 2021

10. LETTER OF UNDERSTANDING

The parties agree that effective February 1, 2017 the City will stop the practice of issuing

manual pay cheques. All Employees that are receiving manual cheques will need to provide their banking information/void cheque to Human Resources on or before January 11, 2017.

Agreed – June 14, 2016

Renewed – October 8, 2021

11. LETTER OF UNDERSTANDING (new)

In the event the Employer may merge or amalgamate with any other body, the Employer shall notify the Union and the affected Employees as soon as they are reasonably able.

Upon such notification, where feasible, the parties agree to discuss potential impacts on the Employees of the Bargaining Unit. These discussions shall include but not be limited to pertinent staffing implications.

Agreed –October 8, 2021

12. LETTER OF UNDERSTANDING (new)

**AVERAGING OVERTIME FOR THE PURPOSES OF
THE EMPLOYMENT STANDARDS ACT, 2000**

The Employer and the Union agree to average overtime for the purpose of determining the Employee's entitlement to overtime pay for the positions and periods listed below.

Occupation	MAXIMUM AVERAGING PERIOD
BUILDING MAINTENANCE OPERATORS/FACILITY OPERATORS – CUPE LOCAL 905	4 WEEKS
BY-LAW ENFORCEMENT OFFICER – CUPE LOCAL 905	2 WEEKS

Agreed –October 8, 2021

LETTERS OF INTENT

1. LETTER OF INTENT

Employees working in any area of contamination by toxic materials may exchange coveralls rather than taking the clothing home for laundering. Clothing thus laundered will be considered the property of the Corporation and not of the individual Employee.

Agreed on March 25, 2004

Renewed – April 21, 2010

Renewed – May 28, 2013

Renewed – June 6, 2016

Renewed – October 8, 2021

2. LETTER OF INTENT

It is the Corporation's intent that during the term of this Collective Agreement, a joint committee consisting of two Union representatives and two Management representatives shall meet in order to review the Job Evaluation administration process presently in place and to develop and recommend relevant changes to the review process.

Agreed on June 11, 2004

Renewed – April 21, 2010

Renewed – May 28, 2013

Renewed – June 6, 2016

Renewed – October 8, 2021

3. LETTER OF INTENT

The Corporation and the Union will form a Committee to develop a protocol to address Collective Agreement issues that may arise during an emergency as declared by the head of Council or the Premier of Ontario, an outbreak or natural disaster.

Agreed on July 24, 2013

Renewed – June 9, 2016

Renewed – October 8, 2021

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