



COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.01**

APRIL 1, 2023 TO MARCH 31, 2027

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THIS AGREEMENT entered into this 1st day of April, 2023.

BY AND BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

Hereinafter referred to as the "Corporation"

OF THE FIRST PART

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES

Local #905.01

Hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I - 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 II - RECOGNITION

2.01 The Corporation recognizes the Union as the bargaining agent for all employees, save and except persons at the rank of supervisor and above, office and technical staff, students, persons regularly employed for not more than 24 hours per week and temporary employees who are hired specifically for government sponsored work incentive projects providing such employment does not exceed 100 working days.

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 Seasonal Employees

- (i) The normal length of work for a seasonal employee will not exceed eight (8) months in any one department (the period could be extended if agreed to by the parties in writing). If there is no break in service (as defined in Paragraph ii) the individual shall be paid at the job rate of all subsequent terms.
- (ii) The probationary period can only be completed during full-time permanent service. It is understood that a seasonal employee who has worked in the Corporation and has not had

a break in service of a minimum of two weeks between contracts and has been the successful applicant to a fulltime permanent position, will serve a probationary period of no less than one month and no more than four months, which will be determined by the department Director. The employee's seniority date shall be the date of hire in the most recent seasonal position.

The following clauses of the Collective Agreement shall apply:

- (i) Union dues will be deducted in accordance with Article 20.02;
- (ii) The provisions of 11.01 respecting hours of work will apply;
- (iii) Authorized work performed in addition to the normally scheduled workweek, or the normal workday as defined in 11.01 will be paid at the rate of time and one-half of the employee's regular straight time rates of pay.

2.04 Temporary Employees

A full-time temporary Employee shall mean a person employed by the Town for the following reasons:

- (i) to replace a permanent employees leave of absence, extended sick leave, pregnancy - parental leave, Union leave, WSIB related absences and or other approved leaves from work;
- (ii) for vacancies in the process of being filled;
- (iii) to replace permanent employees who are on secondment to other positions.

Only the following clauses of the Collective Agreement shall apply:

- (i) Union dues will be deducted in accordance with Article 20.02;
- (ii) The provisions of 11.01 respecting hours of work will apply;
- (iii) Authorized work performed in addition to the normally scheduled workweek, or the normal weekday as defined in 11.01 will be paid at the rate of time and one-half of the employee's regular straight time rates of pay.
- (iv) A full-time temporary Employee shall be paid the wage assigned to the position for the duration of their temporary employment. Temporary employees will receive increases as identified in the Collective Agreement.

In the case of a temporary worker who is offered a full-time position, the manner of work and the length of service already put in with the department will be considered by the department Director in determining the length of the probationary period, and such determination shall be made- as part of the hiring process and terms and such further probationary period to be served by the employee will not be less than one (1) month and not more than four (4) months. The employee's seniority date upon successfully obtaining a full-time position shall be the date of hire in the most recent temporary position.

Temporary employees shall be advised at the time of hiring of their temporary status and estimated duration of their employment. The Corporation shall advise the Union of the hiring of temporary employees, the estimated duration, the projection termination date, as well as whom the individual is replacing.

ARTICLE III – RELATIONSHIP

3.01 Discrimination

The Corporation and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age race, creed, color, national origin, political or religious affiliation, sex or marital status, sexual orientation, or by reason of their membership or activity in the Union.

3.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the C.A.O. and/or Director of Operational Services and/or Director of Community Services.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Union agrees that the Corporation has the exclusive right to manage its affairs, to direct the forces, and to hire, promote, transfer, lay off, suspend, discipline, or discharge employees for just cause.

4.02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance, which shall be dealt with as provided in Article VI of this Agreement.

ARTICLE V – REPRESENTATION

5.01 a) The Corporation acknowledges the Union appoint or otherwise select one (1) Chief Steward and a minimum of three (3) stewards to a maximum of four (4). The names of the stewards, executive committee and negotiation committee members shall be given to the Corporation in writing and the Corporation shall not be required to recognize any such representative until it has been so notified.

It is agreed that the Chief Steward shall be entitled to handle any grievance in any given department.

- b) The Corporation acknowledges the right of the Union to appoint or otherwise select an executive committee, of whom each member shall have attained seniority.
- c) The Corporation acknowledges the right of the Union to appoint or otherwise select a negotiating committee, each of whom shall have attained seniority. The negotiating committee of the Union to be composed of not more than five (5) employees.

5.02 The Corporation and members of its supervisory staff shall cooperate with the stewards in carrying out the terms and the requirements of this Agreement.

5.03 The Union, its officers, stewards and members shall cooperate with the Corporation and with all persons representing the Corporation in a supervisory capacity.

5.04 It is understood that stewards have their regular work to perform and that if it is necessary for them to service a grievance or negotiate 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, etc., during their regular hours of work, shall not suffer any loss of pay. It is agreed that such requests shall not be unreasonably denied.

5.05 The Union shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all meetings between the Union and the Corporation.

5.06 The CUPE representative shall be recognized as having the right to advise and assist the Union and the right to speak, bargain, and negotiate on its behalf.

5.07 The Labour Management Committee shall be established consisting of representatives of the Corporation and CUPE Local 905.01. The composition and meetings of this committee shall be governed as per the jointly established Terms of Reference as per Appendix B.

ARTICLE VI -GRIEVANCE PROCEDURE

6.01 a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

b) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

c) For the purposes of the timelines identified herein, a grievance submitted electronically will be recognized by the Corporation with the signature of a steward, or a member of the executive from Local 905 Aurora Unit.

- 6.02 Grievances shall be filed within five (5) working days of the circumstances or the time at which the employee or the Union became aware of the circumstances or ought reasonably to have become aware of the circumstances giving rise to it.

Notwithstanding the above it is agreed that no grievance shall be deemed a grievance pursuant to this article until the immediate supervisor has been given the opportunity to address/rectify the concern.

- 6.03 Where reasonably possible one of the Officers of Local 905 shall be present if the Town finds it necessary to suspend an employee pending the outcome of an investigation.

Whenever an employee is requested to report for a discussion with a supervisor, prior to any disciplinary action being taken, such employee shall be advised of their right to a Steward or Local 905.01 representative to be present at such meeting, with a copy of said notice provided to the Unit Chair of Local 905.01 or their designate. Local 905.01 shall ensure that such representative is available within twenty-four (24) hours of receiving such notice.

- 6.04 Grievances properly arising under this Agreement shall be adjusted as follows:

Step No. 1:

The aggrieved employee with a steward of their choice (Chair or designate), in the case of a policy grievance, shall present their grievance in writing to their Manager. The Manager shall give their decision in writing within five (5) working days following the presentation of the grievance to them.

Step No. 2:

Within five (5) working days after the decision is given under Step No. 1, the aggrieved employee, accompanied by their steward, shall meet as promptly as possible with the department Director or designate as to consider the grievance. At this stage they may be accompanied by a full-time representative of the Union if their presence is requested by either party. The department Director or designate will render their decision in writing within (5) working days following such meeting.

Step No. 3:

Within five (5) working days after the decision is given under Step No. 2, the aggrieved employee, accompanied by their steward, shall meet as promptly as possible with the Chief Administrative Officer or designate, to consider the grievance. At this stage they may be accompanied by a full-time representative of the Union, if requested by either party. The Chief Administrative Officer or designate will render a decision in writing within five (5) working days following such meeting.

- 6.05 Failing satisfactory settlement of the grievance at Step No. 3, the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article VII below, at any time within twenty-one (21) calendar days after the decision is given under Step No. 3, and if no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.

ARTICLE VII - ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration, or alleged violation of this Agreement, which has been carried through all the steps of the grievance procedure outlined in Article VI above, and which has not been settled, may be referred to a Board of Arbitration at the written request of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 7.03 Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 7.04 Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.
- 7.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.
- 7.08 The time limits fixed in both the grievance and arbitration procedure may only be extended by consent in writing of the parties to this Agreement.
- 7.09 Notwithstanding the above, the parties may mutually agree to a sole arbitrator. The remainder of this article will be adjusted accordingly in that event.

ARTICLE VIII - DISCHARGE CASES

- 8.01 It is recognized that probationary employees may be released for reasons less serious than in the case of a 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. 3 within five (5) calendar days after the discharge is affected. 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 period;
- c) by any other arrangement which may be deemed just and equitable.

8.02 Employee Records

An employee shall have the right to have access to and review their personnel record. An employee shall have the right to have a copy of any material contained in their personnel record.

Any adverse letters, documents or records of disciplinary action shall be removed from the employees' personnel records within twenty-four (24) months from the date of issue, provided no similar or related incident occurs within the twenty-four (24) months period.

ARTICLE IX - NO STRIKES - NO LOCKOUTS

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

ARTICLE X – WAGES

10.01 Schedule “A-1” hereto entitled “Classification and Wage Rates” is hereby made a part of the Agreement.

ARTICLE XI - HOURS OF WORK AND OVERTIME

11.01 The normal workweek for all employees, due to the nature of the Town's operations, shall generally consist of 40 hours per week, Monday to Sunday inclusive. The normal work day shall consist of one eight (8) hour shift excluding a half (1/2) hour lunch period as scheduled by the Corporation at least (seven) 7 days in advance. It is understood that employees may be required to work more than five (5) consecutive days in any one week period or less than five (5) consecutive days in any one week period. It is further understood that such time will be at regular wages for all normal eight (8) hour shifts consecutively worked.

Notwithstanding the above, the Union agrees on behalf of itself and each employee in the bargaining unit that such employees may work in excess of the normal daily hours, and/or forty-eight (48) hours in a week. Should environmental conditions related to weather, infrastructure failure, or other event that could result in risk of life or damage to property, management reserves the right to request the employee to work in excess of the normal work schedule to the following extents:

- To a maximum of 13 hours worked during a 24 hour period, unless on call and called in the maximum shall be 16 hours.
- To a maximum of 13 driving hours in the same 24 hour period as above including on-call and called in.
- To a maximum of 60 hours worked in a week.

The Union further agrees on behalf of itself and each employee in the bargaining unit that the Town may schedule employees such that their normal hours of work average no more than eighty (80) hours in a two-week period.

Other than the provisions set out below, it is understood that no overtime will be payable for periods worked in excess of five (5) consecutive days during a two-week period.

These agreements are made between the Union, bargaining unit employees and the Town in accordance with the relevant provisions of the Employment Standards Act, 2000.

11.02 In lieu of payment for overtime, an employee may elect to accumulate such hours to provide for subsequent time off with pay, on the basis that one (1) hour worked will provide one and one-half (1 1/2) hours of time off with pay. The accumulation of this time will be on a calendar year (January 1 - December 31) basis. Notice of election to accumulate overtime for subsequent time off shall be given to the appropriate supervisor, prior to the completion of the attendance records by such supervisor, for the processing of payroll for each pay period. The accumulation of overtime for time off shall not exceed the equivalent of eighty (80) working hours and the scheduling of such time off shall be mutually agreeable to both the Employer and the employee. Carryover of accumulated overtime shall not be permitted and must be used by December 31st of each year. Anytime not taken will be paid out in a lump sum payment not later than the 2nd pay of the new year at the wage rate earned at the time the overtime was worked.

11.03 Break Periods

There will be two fifteen (15) minute break periods allowed each shift subject to the understanding that such break periods will not unduly interfere with the efficient operation of the Corporation. Therefore, employees will take their breaks when there is a reasonable pause in workflow, such as when work has been completed on one work site and prior to starting on another work site, or on the work site at which the worker is located, or as directed by the supervisor, at the time the break is to be observed.

11.04 Call Out

a) An employee who has left the Corporation's premises, having worked their scheduled shift, and who is called in to work outside their scheduled hours shall be paid at the appropriate overtime rate for all such additional hours worked or three hours at the regular rate of pay whichever is greater. (An employee who is called in early, prior to or after and contiguous with his/her shift, and who is not subject to two trips in order to report for work, is not on call out.)

- b) Notwithstanding the above - any call out on a statutory holiday as set out in Clause 12.01 of this Agreement shall be paid at a minimum of 4 hours of the employee's regular rate of pay or the actual time at the appropriate overtime rate whichever is the greater.

11.05 Standby/On Call

This refers to qualified employees who are available to respond to irregularly assigned work on short notice, which may be emergency in nature as defined by Management.

Work on Statutory Holidays or outside scheduled hours may be assigned to qualified employees on a volunteer basis or scheduled Standby employees at the discretion of the Corporation.

When an on call employee has received notification to respond to the workplace to perform assigned duties the said employee shall be required to arrive at the work place fully prepared to carry out the assigned duties. The on call employee shall have up to forty-five (45) minutes from the time of the initial notification to respond to the workplace. Exceptions for extenuating circumstances will be considered. The extenuating circumstances must be reported to the supervisor immediately following completion of the duties.

When an employee is advised that they are "on call," that is, immediately available by direct telephone contact or communication equipment, they shall be paid in accordance with the following schedule:

Employee's Non-Scheduled Work Day/ Employee's Scheduled Work Day	\$50
Volunteer Standby Per Day	\$50

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with this Agreement. On call duty shall be equally divided among the qualified employees and scheduled and posted at least seven (7) days in advance. Employees may arrange a qualified substitute, which shall be subject to approval by the Supervisor.

When an employee is advised that they are "on call" in a volunteer standby capacity and they respond to a call in, said employees will receive \$50 per day for responding to the call-out.

Communications equipment will be made available throughout the duration of this contract to employees on standby/on-call. The employee will take proper care of the communications equipment at all times and will test the communications equipment at the commencement of the standby period and periodically during the standby period to ensure it is functional. Should the communication equipment not be in good working order, the employee will inform the Corporation of any malfunctions immediately.

Stand by and work week shall always have the same start and end day.

11.06 Each employee who reports for a scheduled shift, but by reason of inclement weather is unable to perform any work or is able to perform only part of the scheduled work shall be paid by the Corporation the equivalent of four (4) hours' work at normal pay if no work is performed or the actual time worked at regular wages, whichever is the greater.

11.07 Shift Premium

Day Shift - is defined as commencing on or after 6:00 AM or 5:00 AM (Facilities) with the majority of hours worked prior to 4:00 PM. Afternoon/night Shift - commencing on or after 4:00 PM or 2:00 PM (Facilities)- with the majority of hours worked prior to 6:00 AM. Weekend shifts is defined as on or after 11:00 PM on Friday, with the majority of hours worked prior to 6:00 AM on Monday. Employees required to work an afternoon/night or weekend shift shall receive one dollar (\$1.00) per hour. Overtime and premium payments will not pyramid under any circumstances.

11.08 Where the Employer orders employees to work extended hours, as a result of the application of the "emergency/unforeseen circumstances" provisions of the Employment Standards Act, the employee shall be advised of that at the time the order is made and, if a Union Officer subsequently inquires into the need for the order, the circumstances shall be explained to the Union Officer.

11.09 Meal Allowance

A meal allowance of fifteen dollars (\$15.00) shall be paid to employees who are required to work four (4) consecutive overtime hours provided that they were not advised of the necessity of the overtime prior to the completion of the previous shift.

11.10 When a seasonal shift change is required, summer hours will commence on the first Monday of May and winter hours will commence on the first Monday of November.

ARTICLE XII - PAID HOLIDAYS

12.01 The following holidays, regardless of when they fall, will be granted with pay to all employees actively on the payroll:

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

Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours they would have normally worked on such day.

12.02 Any employee required to work on a holiday (other than Christmas Day or New Year's Day) as defined in 12.01 shall be paid for all authorized work performed on such holiday at one and one-half times their regular straight time rate of pay for all hours worked in addition to their holiday pay. Any employee required to work on Christmas Day or New Year's Day shall be paid for all authorized work performed on such holiday at double their regular normal straight time pay.

ARTICLE XIII – VACATION

13.01 Employees shall be entitled to the following annual vacation with pay:

Years of COMPLETED Service	DAYS		HOURS	
	Annual Vacation Entitlement	Monthly Accrual Rate	Annual Vacation Entitlement	Monthly Accrual Rate
Start	15 days	1.25	120	10.00
2	15 days	1.25	120	10.00
3	15 days	1.25	120	10.00
4	15 days	1.25	120	10.00
5	16 days	1.33	128	10.67
6	17 days	1.42	136	11.33
7	18 days	1.50	144	12.00
8	19 days	1.58	152	12.67
9	20 days	1.67	160	13.33
10	21 days	1.75	168	14.00
11	22 days	1.83	176	14.67
12	23 days	1.92	184	15.33
13	24 days	2.00	192	16.00
14	24 days	2.00	192	16.00
15	25 days	2.08	200	16.67
16	25 days	2.08	200	16.67
17	26 days	2.17	208	17.33
18	26 days	2.17	208	17.33
19	27 days	2.25	216	18.00
20	27 days	2.25	216	18.00
21	28 days	2.33	224	18.67
22	28 days	2.33	224	18.67
23	29 days	2.42	232	19.33
24	29 days	2.42	232	19.33
25	30 days	2.50	240	20.00
25+	30 days	2.50	240	20.00
31+	31+ days	2.58+	248+	20.67+

Vacation entitlement shown above does not include three (3) Floating Holidays. All vacation entitlements shown above will have three (3) days added to replace the Floating Holidays. Once added, such entitlement shall be considered vacation entitlement and shall be subject to this Article.

13.02 The vacation year will be from January 1 to December 31.

13.03 In accordance with the foregoing vacation schedule, employees will be allotted their full vacation entitlement on January 1. Therefore, unearned vacation days will be advanced to the employee at the beginning of the calendar year. Any unearned vacation days advanced and taken will be deducted from the employee's final pay upon termination.

- 13.04 Upon hire, newly hired employees who start part way into a year will be advanced their vacation on a pro-rated basis, for the balance of the year, in accordance with this policy.
- 13.05 In the event that a holiday, as set out in Clause 12.01, falls within the vacation period of an employee who has completed their probationary period, such day off shall be counted as a holiday rather than a vacation day, and shall not be deducted from their vacation entitlement calculated according to this Article.
- 13.06 Choice of vacation dates shall be governed according to seniority within the Department, subject to the requirement to maintain an efficient operation in the Department in question.

Vacation requests for consideration based on seniority shall be governed by the following process:

For vacation requests between January 1 and April 30

Requests shall be submitted no later than October 15 of the previous year. Vacation schedules will be posted by October 31st.

For Vacation requests between May 1 and December 31

Requests shall be submitted by April 15th of the current vacation year. Vacation schedules will be posted prior to April 30th.

Any weeks of entitlement not requested by the dates above will be subject to the following:

- (a) The employee shall give two (2) weeks' notice to their supervisor as to the requested vacation date(s) and will notify their Manager through the established corporate process.
- (b) The employee shall receive a response as per the corporate process within one (1) week of submitting the request, which shall not be the earlier than the end of the two (2) week period referred to in (a) above.

- 13.07 During the period May 15th to September 15th of each year, employees shall be allowed to take up to 2 weeks of their vacation if desired and may not take the balance during that period until all other employees have been given an opportunity to request vacation for that time period or by special arrangement with the department Manager.
- 13.08 For administration purposes, all vacation bank balances will be maintained and expressed in hours, based on the employee's normal work week number of regular time hours.
- 13.09 Employees may be entitled to carry over a maximum of three (3) weeks (120 hours) of vacation to the following year. Request for carry-over for good and sufficient reason must be submitted to the Supervisor/Manager no later than October 31st of the current vacation year for carry-over to the following year. Approval or denial shall be in writing and returned to the employee within one (1) week of such request. Requests for carry-over will not be unreasonably denied. All regular vacation entitlement plus any carry-over granted must be used by December 31st in the year for which carry-over was requested.

13.10 In the event an employee voluntarily leaves the organization and they have taken more vacation than they have earned at the time of departure, the overage will be deducted from their final pay.

ARTICLE XIV – SENIORITY

14.01 Seniority, as referred to in this Agreement, shall mean length of service in the employ of the Corporation and shall be on a unit-wide basis.

14.02 An employee will be considered on probation for the first six (6) months of employment by the Corporation and will have no seniority rights during this period. After six (6) months' employment, their seniority shall date back to the day on which their employment began. The corporation, in agreement with the union, may extend the probationary period for an acceptable additional time period due to extenuating circumstances that limit the ability of the corporation to complete the assessment of the employees competencies within a normal 6 month probationary period.

The dismissal, layoff, or failure to recall after a layoff of a probationary employee shall not be the subject of a grievance.

14.03 Seniority lists will be revised each six months, January 15th and July 15th, a copy of the list will be posted and a copy given to the Secretary of the Union Local. If an employee does not challenge the position of their name on the seniority list within the first thirty working days from the date their name first appeared on a seniority list, then they shall be deemed to have proper seniority standing.

14.04 Layoffs, recalls and vacancies posted as per Article 14.08 shall be based upon the following factors:

- (a) seniority; and
- (b) qualifications and ability.

Where the requirements in factor (b) are relatively equal, seniority shall govern.

14.05 Seniority shall terminate and an employee shall cease to be employed by the Corporation when they:

- (a) voluntarily resigns and does not rescind the resignation within forty-eight (48) hours;
- (b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (c) fails to report for work within fourteen (14) calendar days after being notified by the Corporation by registered mail following layoff;
- (d) fails to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to the Corporation. Such notice of extension shall only be for good and sufficient cause;
- (e) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing.

- (f) is absent from work for three (3) consecutive scheduled shifts without notifying the employer, unless the employee can prove that they were unable to notify the Corporation.
- (g) Accepts a position outside of the bargaining unit and does not return for a period of more than twenty-four (24) consecutive months.
- (h) Subject to the provisions of the Ontario Human Rights Code if the employee is absent for thirty (30) consecutive months and there is no prognosis of return.

14.06 In the event that an employee covered by this Agreement should accept a temporary position with the Corporation outside of the bargaining unit, so defined in Article 2.01 and is later returned to the bargaining unit, they shall retain the seniority previously acquired provided they return to the bargaining unit within twenty-four (24) months of leaving the bargaining unit position. They shall not accrue seniority while working in a position outside of the bargaining unit. Union dues will not be collected for the duration spent outside of the bargaining unit.

14.07 It shall be the duty of each employee to notify the Corporation promptly of any change of address. If an employee fails to do this, the Corporation will not be responsible for failure of a notice to reach such employee.

14.08 When a new full-time permanent position is created within the bargaining unit or such a vacancy occurs, the Corporation shall notify the Secretary of the Union Local in writing and post notice of the position on all Bulletin Boards for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make written application. The Corporation will attempt to fill vacancies as expeditiously as possible and will advise the Unit Chair of any anticipated delays in the process.

14.09 Information in Positions

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, and wage or salary rate or range. Those qualifications may not be established in an arbitrary, or discriminatory manner.

14.10 Outside Advertising

The employer may elect to post vacancies internally and externally concurrently for some roles, however it is understood that all qualified full time Bargaining Unit Employees will be given first consideration for the posted role. This is to ensure efficiencies in filling vacancies with suitable candidates.

14.11 Notice to CUPE Regional Office

When a vacancy or new position is to be filled internally, concurrent with advertising the position internally, the Bargaining Unit Secretary agrees to forward a copy of the job posting to the CUPE Ontario Regional Office, who shall be responsible for notifying CUPE Bargaining Unit employees who have been laid off from Employers based in York Region. The Employer agrees to consider any resulting applications when processing others received through public advertising.

14.12 Transfer

Employees shall be entitled to fill a vacancy by transferring from one Department to another, only once, during any 12-month period. Such period or restriction may be waived by the parties on mutual agreement.

14.13 Temporary Assignments

Employees who are qualified may be temporarily assigned to other operational divisions within the bargaining unit for a maximum period of three (3) months. This assignment may be extended for an additional three (3) month period as required. The additional three (3) months will be on a volunteer basis by the employee. Said employees shall not be obligated to work two (2) consecutive temporary assignments. Initially volunteers will be sought for temporary assignments through a notice of interest posted for seven (7) calendar days by the Corporation, which shall provide the job classification, days of work, shift rotation and regular hours of work required under the temporary assignment. The Corporation shall provide the temporary assignment to the most senior, qualified volunteer. Alternatively, if volunteers are not forthcoming, the Corporation will assign the junior qualified employee(s). It is agreed said employees may be required to work shifts. It is further agreed no volunteer shall continue in a temporary assignment for more than six (6) months without a subsequent temporary assignment opportunity being made available to all employees.

14.14 Notwithstanding Article 14.13, permanent Operational Services (Parks or Roads) employees will not be transferred to Community Services (Facilities) positions while non-permanent employees are employed in Operational Services (Parks or Roads) positions.

ARTICLE XV - LEAVE OF ABSENCE

15.01 The Corporation may grant leave of absence without pay and without loss of seniority to an employee for good and sufficient personal reasons for a maximum period of six (6) months. 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 possible.

15.02 Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer agrees to grant time off with normal pay (exclusive of premiums) for the purpose of making arrangements for or attending the funeral.

- (a) Up to five (5) days for Parent, Spouse, Sibling and Child.
- (b) Up to three (3) days for Parent-in-law, Sibling of Parent, Sibling-in-law, Spouse of Parent's Sibling, Grandparent and Grandchild.
- (c) In the event of the death of any fellow employee, the Department Head may at their discretion, allow any or all employees in the Department to be absent from work for one-half day to attend the funeral of such fellow employee.

- (d) Management discretion for additional time under particular circumstances may be considered. Such determination is to be made by the Department Head in consultation with the Chief Administrative Officer, or their designate.
- (e) Please note, Emergency Leave entitlement under the Employment Standards Act 2000, is reduced, day for day, by any paid or unpaid bereavement leave day(s) taken by the employee.
- (f) Common law and step relationships shall be recognized for the above provisions.

15.03 Union Leave

- (a) The Corporation agrees to grant a leave of absence without pay and without loss of seniority for Union business to not more than two (2) employees, at any one time, selected by the Union. It is understood, however, that the cumulative total of leave of absence granted under this section shall not exceed a total of thirty-five (35) working days shared between the employees selected by the union in any calendar year. Requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. It is understood by the parties that less than three (3) weeks notice may be accepted in exceptional circumstances.
- (b) Where an employee who is elected or appointed to a full time or part time office or employment with CUPE Local 905 or CUPE National or CUPE Ontario, the Employer may consider a request for an extended leave of absence for up to two (2) years duration, and the employer may grant such leave of absence subject to business, staffing and operational consideration and such leave shall not be unreasonably denied. No more than one employee per department may be on such leave of absence at any one time. The employer may fill the ensuing vacancy as per Article 2.04.
- (c) The Employer shall pay the employee's wages and benefits during such leave and may be required to top up the salary / Grade / level, to that which is assigned by the 905 Executive board if necessary. However, it is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer within thirty (30) days of submission.
- (d) Upon forty-five (45) days written notice, the employee shall be returned to their former position or to a position comparable to which they were employed before taking office. In case of water/wastewater employees, the employee's return to work shall be subject to the employee holding valid operator's certification. It is agreed and understood the employer will accommodate an individual request to return to the employer in order to maintain the requirements for certification. The cost of recertification shall be born by the employee.

15.04 Pregnancy Leave

- a) Upon at least two (2) weeks written notice to the employee's Supervisor, 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 pregnancy leave without pay in accordance with the Ontario *Employment Standards Act*.

Parental Leave

- b) Unpaid parental leave of up to sixty-three (63) weeks will be granted to employees who have completed thirteen (13) weeks employment upon at least two (2) weeks-notice to the employer. The parental leave for an employee who has taken pregnancy leave must commence immediately following the expiration of the pregnancy leave and shall be up to sixty-one (61) weeks. For all other employees, parental leave must begin no more than seventy-eight (78) weeks after:
- i) The birth of the child, or,
 - ii) The child comes into the care and custody of the parent.

	Pregnancy Leave	Parental Leave
When The Leave Begins	<ul style="list-style-type: none"> No earlier than 17 weeks before the expected birth date or the actual date of birth* 	<ul style="list-style-type: none"> When the Pregnancy Leave ends (if applicable)** Within 78 weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
Maximum Duration	<ul style="list-style-type: none"> 17 weeks after the leave began or 12 weeks after stillbirth or miscarriage 	<ul style="list-style-type: none"> 35 weeks or 61 weeks for employees who completed a Pregnancy Leave OR 37 weeks or 63 weeks for all other new parents such as fathers or adoptive parents.
Documentation Required	<ul style="list-style-type: none"> Certificate from a medical practitioner stating the expected birth date of her child 	<ul style="list-style-type: none"> Substantiation of the birth of their child or proof of custody or similar

*Eligibility criteria to receive Employment Insurance benefits may prescribe different timeframes for a claimant. Employees should consult Service Canada directly for information on coverage and eligibility in their personal situation, and how to commence a claim, should they choose to apply. If an employee has a miscarriage or stillbirth within the 17- week period preceding the due date, she is eligible for pregnancy leave. The latest date for commencing the leave in that case is the date of the miscarriage or stillbirth.

**An exception to this timeframe may be in the event the child has been hospitalized and has not yet come into the custody, care and control of the parent for the first time.

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 and vacation entitlements 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. All written notifications will be in accordance with the *Employment Standards Act*, time limits.

Supplemental Employment Benefit

Upon completion of the probationary period, an employee who provides proof of receipt of Employment Insurance Benefits for either Pregnancy and/or Parental Leave shall be entitled to a Supplemental Employment Benefit which shall be the equivalent of the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings. The Employee will also be eligible for the supplemental employment benefit for the first one (1) week period of Leave, while waiting to be eligible for Employment Insurance Benefits.

The supplemental employment benefit shall continue while the employee is in receipt of such EI benefits for a maximum period of:

- Pregnancy Leave -Ten (10) weeks
- Regular Parental Leave (35 - 37 weeks) - Fifteen (15) weeks
- Extended Parental Leave (61-63 weeks)- Fifteen (15) weeks

*The maximum supplemental benefit shall not exceed 25 weeks in total

The supplement employment benefit for extended parental leave will be paid at the same value as the supplement employment benefit for the regular parental leave option. Employees will receive an equal benefit ensuring no increase or decrease of this benefit as a result of their choice in the duration of leave.

ARTICLE XVI - SICK LEAVE

16.01

- (a) Employees shall accumulate sick leave at the rate of 1.25 days per month to a maximum of 85 days. (Notwithstanding the 1.25 day per month accumulation referred to herein, the Corporation agrees that existing employees as of the 1st day of June 1996 shall continue to be permitted to accumulate non monetary sick leave credits at the rate of 1.5 days per month until the maximum of 85 days and future accumulation shall automatically revert to the 1.25 days per month rate.)
- (b) No payout of sick day accumulations is permitted upon severance, retirement, or death of an employee.

- (c) Each employee shall be allowed up to five (5) days of uncertified illness in a calendar year with full pay.
 - (d) Beyond the fifth day of illness (consecutive or otherwise), following presentation of a satisfactory medical certificate, the department Director will ensure that an employee's normal pay will continue, provided the employee has sufficient sick days credit available to be drawn upon.
- 16.02 An employee injured either in a work-related accident or outside working hours may be required to provide a Doctor's certificate as to the employee's fitness to resume work duties.
- 16.03 In the event of a family illness or other emergency, the Employer agrees to grant up to two (2) days per year to any employee covered by this Agreement. The Employer will at the discretion of the employee's supervisor, provide the equivalent of this time off to be used for such illness, unexpected or sudden situations which require immediate attention. This time off is to assist the employee in dealing with family illness or other emergency leave requirements involving members of the employee's immediate family including a spouse, minor child while living at home or a parent or parent-in-law. The time off so taken will be deducted from the employee's sick leave bank but will not be counted as part of the five (5) uncertified illness days in the calendar year.

ARTICLE XVII – GENERAL

- 17.01 Correspondence arising under the provisions of this Agreement shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Unit Chairperson of Local 905 and, if to the Corporation, to the Manager, Human Resources.
- 17.02 The Corporation agrees to provide each new employee covered by this Agreement with a printed copy of the current Collective Agreement.
- 17.03 Upon the approval of an employee's supervisor, the Corporation agrees to pay the current Town rate per kilometer for each kilometer necessarily traveled by an employee in their automobile while engaged in business of the Corporation. It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties.
- 17.04 The Corporation will provide bulletin boards in areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an Officer of the Local Union.
- 17.05 Where the Corporation has determined that a new classification is required within the bargaining unit, or where the Corporation has made extensive changes in the duties of an existing classification and has established the rate for such job, the Corporation will discuss it with the Union.

Any rates established by the Corporation under this section may be subject to challenge under the Grievance Procedure provided that any grievance as to the rate is filed within fifteen (15) working days from date of notification.

If any grievance hereunder proceeds to arbitration, the Arbitration Board established to rule on the grievance shall be restricted solely to determining the appropriateness of wage rate as applicable to other related rates within the bargaining unit.

17.06 Where an employee is temporarily required by the Corporation to assume the job duties of a higher rated classification than their own, they shall receive the next highest rate in the job classification (to which they are assigned) over their rate at the time of the transfer (with the understanding that this clause shall not apply to a trainee).

17.07 Proper accommodation shall be provided for employees to prepare and eat their meals and keep and change their clothes; and a locker will be available for each employee.

17.08 Fleet Technician's Tool Reimbursement:

The Corporation shall reimburse the following persons, as noted below, upon provision of receipts or cost estimate, and the Corporation is satisfied that the tool stock is that of the following positions:

Fleet Technician \$650.00 per year

Carpenter \$200.00 per year

The Corporation, when satisfied with the tool list, shall insure same against loss by fire or theft by break and entry.

17.09 The Union Chair will be notified of all job postings, appointments, hirings, layoffs, recalls and terminations of employment within the bargaining unit.

17.10 The Employer agrees to provide the Union a list of all the Employees in the bargaining unit, to enable the Union to discharge its obligations under the Ontario Labour Relations Act. The list will include each person's name, job title/classification, mailing address, telephone number, work e-mail and personal e-mail (if available). The list will also indicate whether the Employee is on a leave of absence and the nature of the leave, if applicable.

The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Unit chair, in January and July of each year.

ARTICLE XVIII - JURY AND WITNESS DUTY

18.01 An employee required to serve as a Juror, or a witness (where the employee is not the plaintiff or defendant in the court appearance), 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 fee received provided the employee furnishes the Corporation with proof of service showing the amount of fee received.

ARTICLE XIX - EMPLOYEE BENEFITS

19.01 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement Plan. The employer and the employee shall make contributions in accordance with the provisions of the Plan.

19.02 The employer shall pay 100% of the cost of premiums during the term of this Agreement to provide a group life insurance policy in the amount of two (2) times base annual salary with a minimum of \$60,000 for all eligible employees up to retirement, or age 70 which ever is latter, including A.D and D., unless such coverage is unavailable from the current insurance carrier. Coverage for employees that exceed age 70 is as per Article 19.08, 19.09.

19.03 The Corporation agrees to provide an extended Health Care Plan including prescription coverage similar to Sunlife or equivalent. A \$2.00 deductible per prescription and vision care in the amount of \$425 in each twenty four (24) month period unless a dependent child under the age of 21 years requires annually and contributing 100% of the cost of premiums during the term of this Agreement for all eligible employees.

Supplemental Para-professional services of Chiropractic, Massage and Physiotherapy limited to the maximum of \$700.00 per service, per calendar year.

Coverage for orthotics shall be at \$350.00 maximum reimbursement per family member every 24 months. Coverage for hearing aids shall be a maximum of \$1000 reimbursement per family member every 48 months.

Coverage includes 100% of the costs, up to a maximum of \$1,500 per person in a benefit year for licensed psychologists, licensed social workers, licensed psychotherapists, or psychotherapists who are active members of a provincial association approved by the carrier.

19.04

a) The Corporation will pay 100% during the term of the agreement of the cost of the premiums of a basic dental plan for all eligible employees as follows:

The plan will pay lag of one-year ODA Schedule rates.

b) The Corporation will provide enhanced dental benefits such that Orthodontics will be covered at a 60% reimbursement rate to a lifetime maximum of \$3,000.00 per covered individual and Major Restorative work shall be covered at a 50% reimbursement rate to a maximum of \$3,000.00 annually per covered individual.

The Corporation will pay 100% of the cost of the premiums for all eligible employees during the term of this Agreement.

19.05 The Corporation agrees to provide to all eligible employees a Long Term Disability plan which, following a 17-week waiting period, provides for payment of 70% of an employee's normal salary to a maximum benefit of \$4,000 per month and shall pay one-hundred percent (100%) of the premiums for such a plan during the term of this Agreement.

19.06 An employee prevented from performing their regular work with the employer on account of an occupational accident with the Town for which a claim to the Workplace Safety and Insurance Board is made within the context of the Workplace Safety and Insurance Act, may receive at their option either:

- a) their regular salary, in which case a deduction of 0.15 of a day will be made from their existing sick leave credits for each day the Town receives Workplace Safety and Insurance benefits from the Workplace Safety and Insurance Board on their behalf; or,
- b) receive Workplace Safety and Insurance Board benefits direct from the Workplace Safety and Insurance Board.

The Corporation does hereby indemnify and save the Union harmless against any Human Rights Code related claim or liability arising out of or resulting from the operation of the above paragraph.

The employee's option will be declared in writing by the employee through completion of Schedule "B" - "WSIB Declaration of Option Form" to this collective agreement and will occur at the time of hire. The employee may elect to change their option only once within any 12-month period through completion of a new "WSIB Declaration of Option Form". It is the employee's responsibility to ensure that the "WSIB Declaration of Option Form" on file with Human Resources reflects the employee's current choice. Where the "WSIB Declaration of Option Form" is not completed, the employee is deemed to have opted to have chosen option A.

If an employee opts to receive their regular salary and a 0.15 of a day deducted from their existing sick leave credits, it is understood and agreed that any monies received by the employee from the employer prior to the Workplace Safety and Insurance Board adjudicating the claim are deemed to be an advance against the approval of the claim. It is agreed that such advance will not exceed the full extent of the employee's sick credits, accrued vacation, and "time-off-in-lieu of overtime worked" banks as at the date of injury/recurrence, with the understanding that any time used to pay the employee from said banks would be reinstated upon approval of the claim by the Workplace Safety and Insurance Board.

19.07 Benefits for Early Retirees – The Corporation shall provide coverage to full-time members who retire before age 65 and who are in receipt of an OMERS pension and have a minimum of 15 years' continuous service with the Town. The Corporation agrees to provide such members who reside in the Province of Ontario with extended health care including vision care (\$375 every twenty-four month period) and basic dental plan coverage (fixed at a rate one year behind current contract rate). These benefits shall be available until the member attains age 65.

If the retired employee obtains employment elsewhere and is eligible for benefits coverage through that employment, the individual will be responsible for advising the Town of any benefit coverage and the benefits for retirement privilege will be terminated.

19.08 **Post 65 employees:** (employees who work past the age of 65 years)

Full-time employees who work past the age of 65 shall receive benefits until their 70th birthday as follows:

- a) Life insurance and AD&D as per 19.02, unless such coverage is unavailable.
- b) Extended Health Care as per 19.03 except that the first payer for prescriptions drugs shall be the Ontario Drug Benefit Plan with deductible being paid for by the Corporation, unless such coverage is unavailable.
- c) Dental as per 19.04

19.09 Post 70 employees (employees who work past the age of 70 years) shall be entitled to the same benefits as post 65 employees, subject to the following change:

- a) Life Insurance, the carrier requires a reduction in volume of 50% at the age 70 to a maximum of \$50,000.
- b) AD&D, the carrier requires a minimum of volume of \$60,000.

ARTICLE XX - UNION SECURITY

20.01 All employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. New employees of the Corporation covered by this Agreement shall become members in good standing in the Union within 30 days of first being continuously employed by the Corporation.

20.02 The Corporation agrees to deduct from every employee covered by this Agreement any monthly dues or assessments levied in accordance with the Union By-laws and owing by the employee to the Union. The initial deduction for Union dues shall be made from the first payroll period of the month following one month of continuing employment with the Corporation. The total amount of said dues shall be forwarded monthly to the Treasurer of the National Union, accompanied by a list of employees from whose wages the deductions have been made. The Local Union shall advise the Corporation of the amount of the Union dues to be deducted from every employee covered by this Agreement and of any changes in the amounts from time to time. The Union shall advise the Corporation, in writing, of the name and address of the Treasurer of the Union, and of any changes from time to time.

20.03 In consideration of the deductions and forwarding of union dues in accordance with the foregoing by the Corporation, the Union does hereby indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.

ARTICLE XXI - WORK OF THE BARGAINING UNIT

21.01 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee. (With the understanding that working supervisors or employees not in the Bargaining Unit may perform some works provided their doing so does not directly reduce the normal hours of work or pay of employees in the bargaining unit - i.e., UNION MEMBERS).

21.02 The Corporation reserves the right to contract out to other persons or companies any functions or duties which are normally considered part of the work of the Bargaining Unit, provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.

ARTICLE XXII - CLOTHING ALLOWANCES

22.01 A minimum clothing standard of: three (3) pairs of pants, three (3) shirts and two (2) pairs of coveralls to be issued to all new employees upon hire. In addition, suitable gloves, rubber boots, safety hats, rain suits and one (1) winter parka will be provided as needed.

Employees must continue to maintain the minimum standard clothing (as noted above) issued but may thereafter supplement alternative clothing (including hooded sweatshirts and denim) with the Town logo easily identifiable and visible in styles and colour as deemed appropriate by the employer, and suitable to the work environment. The Corporation will provide up to the equivalent value of the minimum clothing standard issued per calendar year for properly fitted clothing to each employee. Employees are responsible for their clothing allotment choices and must ensure sufficient clothing to be dressed professionally, appropriately, and recognizable to the public.

In addition, the Fleet technicians will receive three (3) pairs of cleaned overalls per week, to be supplied by a work clothing company to the satisfaction of the Town.

Safety Boots - The Town to reimburse two-hundred and fifty dollars \$250.00 for one (1) or more pairs of boots per year on showing receipt for safety boots of employee's choice. In special circumstances whereby the employee's safety boots are rendered unsafe because of excessive use the employer shall replace such at no cost to the employee.

Clothing to be supplied within four (4) months of signing contract or, in a year in which a contract is not signed, not later than March 31st.

ARTICLE XXIII – TERM OF AGREEMENT

23.01 This Agreement shall continue in effect from April 1, 2023 to March 31, 2027 and shall continue thereafter for a one (1) year term unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

23.02 Negotiations shall begin within fifteen days following notification for amendment as provided in the preceding paragraph, unless it is mutually agreed by the Parties.

23.03 With respect to negotiations referred to in Section 23.02 above, the Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than five (5) employees in the Bargaining Unit.

23.04 For the purposes of negotiating a new contract, the negotiating committee members of Local #905.01 will not suffer any loss of pay for up to a total of 140 employee hours of time spent, in direct negotiation between the parties and prior to third party intervention, during normal working hours provided that members have obtained permission of the Town to attend for negotiations.

A Staff Representative of the Union may be present at the request of either the Corporation or the Union.

24.01 In this agreement, whenever the masculine gender is used it shall be considered to be the masculine or feminine as the context requires.

24.02 **AMALGAMATION OR MERGER**

- a) 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.
- b) Upon such notification, the parties agree to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but not be limited to pertinent financial and staffing implications.
- c) The Employer agrees that in the event the Employer merges or amalgamates with any other body, that it shall use its best efforts to obtain an agreement that will preserve the collective agreement rights of its employees.


ARTICLE XXV - ANCILLARY DOCUMENTS

25.01 All Ancillary documents attached hereto shall become and remain part of this Collective Agreement.


Dated this ____ day of _____, 2024


ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION


demetre.rigakos (Feb 10, 2024 16:15 EST)
Demetre Rigakos, Manager, Human Resources


Robin McDougal, Director Community Services


Sara.Tienkamp (Feb 9, 2024 08:50 EST)
Sara Tienkamp, Director, Operational Services


Greg.Knuth (Feb 8, 2024 15:44 EST)
Greg Knuth, Chairperson Local 905.01


Teresa.Gawman (Feb 12, 2024 19:00 EST)
Teresa Gawman, CUPE National Representative

		SCHEDULE 'A'	April 1, 2023 - 3.00%		April 1, 2024 - 2.50%		April 1, 2025 - 2.50%		April 1, 2026 - 3.00%	
Grade	Job Code	Job Classification	Start Rate	6 Month	Start Rate	6 Month	Start Rate	6 Month	Start Rate	6 Month
Grade 9	C704	Crew Leader, Facilities	\$34.07	\$37.85	\$34.92	\$38.80	\$35.80	\$39.77	\$36.87	\$40.96
	C703	Crew Leader, Forestry Technician								
	C737	Crew Leader, Horticulture								
	C705	Crew Leader, Water/Wastewater								
	C720	Lead Fleet Technician								
Grade 8	C702	Crew Leader, Parks (Construction Maintenance)	\$32.45	\$36.05	\$33.26	\$36.95	\$34.09	\$37.87	\$35.11	\$39.02
	C738	Crew Leader, Forestry (On-site)								
	C701	Crew Leader, Roads								
	C721	Fleet Technician								
Grade 7	C722	Carpenter	\$31.98	\$35.54	\$32.78	\$36.43	\$33.60	\$37.34	\$34.61	\$38.46
	C736	Arborist								
Grade 6	C735	Building Operator	\$31.52	\$35.02	\$32.31	\$35.90	\$33.12	\$36.80	\$34.11	\$37.90
	C717	Water Operator 2								
Grade 5	C714	Facilities Operator 3	\$30.36	\$33.73	\$31.12	\$34.57	\$31.90	\$35.43	\$32.86	\$36.49
	C711	Parks Operator 3								
	C708	Roads Operator 3								
	C719	Flex Operator 3								
Grade 4	C713	Facilities Operator 2	\$29.20	\$32.45	\$29.93	\$33.26	\$30.68	\$34.09	\$31.60	\$35.11
	C710	Parks Operator 2								
	C707	Roads Operator 2								
	C719	Flex Operator 2								
	C718	Maintenance Person								
	C716	Water Operator 1								
Grade 3	C712	Facilities Operator 1	\$27.81	\$30.90	\$28.51	\$31.67	\$29.22	\$32.46	\$30.10	\$33.43
	C719	Flex Operator 1								
	C709	Parks Operator 1								
	C706	Roads Operator 1								
Grade 2	C723	Labourer /Seasonal	\$24.90	\$27.66	\$25.52	\$28.35	\$26.16	\$29.06	\$26.94	\$29.93
Grade 1	C715	Water OIT	\$24.90	\$27.66	\$25.52	\$28.35	\$26.16	\$29.06	\$26.94	\$29.93

Schedule "A" – Explanation of Qualifications

Parks Operator 3	Requires DZ licence PLUS either: a) ten years experience as Parks Operator 1 / Parks Operator 2 or b) three years at Parks Operator 2 PLUS one of: Irrigation Technician Certification, Horticulture certificate, Forestry certificate, Pesticide license, Playground certificate, or Canadian Welding Bureau certificate
Parks Operator 2	Requires DZ licence PLUS either: a) five years experience as Parks Operator 1 or b) two years at Parks Operator 1 AND experience with loaders and heavy equipment AND experience in irrigation, electrical, snow removal, arboriculture and turf maintenance
Parks Operator 1	Requires high school diploma or equivalent AND Class G licence and general parks maintenance experience and knowledge
Roads Operator 3	Requires DZ licence PLUS either: a) ten years experience as Roads Operator 1/Roads Operator 2 or b) five years experience as Roads Operator AND successful completion of the Ontario Good Roads Association Construction and Maintenance Course.
Roads Operator 2	Requires DZ licence PLUS either: a) five years experience as Roads Operator 1 or b) three years' experience as Roads Operator AND successful completion of the Ontario Good Roads Association Construction and Maintenance Course.
Roads Operator 1	Requires high school diploma or equivalent AND Class DZ licence AND general road maintenance experience
Facilities Operator 3	Requires either: a) ten years experience as Facilities Operator 1 / Facilities Operator 2 or b) three years as Facilities Operator 2 PLUS Certified Pool Operator Certificate or equivalent AND Certified Ice Technician Certificate or equivalent.
Facilities Operator 2	Requires either: a) five years experience as Facilities Operator 1 or b) two years as Facilities Operator 1 AND one of: Certified Pool Operator Certificate or equivalent OR Certified Ice Technician Certificate or equivalent.
Facilities Operator 1	Requires high school diploma or equivalent AND Class G licence and general recreational buildings maintenance & operations experience and knowledge
Water Operator 2 Cert.	Requires DZ licence AND certificates of Class 2 for both Water Distribution and Wastewater Collection.
Water Operator 1 Cert.	Requires DZ licence AND certificates of Class 1 for both Water Distribution and Wastewater Collection.
O.I.T.	Requires high school diploma or equivalent AND Class G licence AND Operator in Training (OIT) certificate. A DZ license will be required within six months of hire.
Flex Operator 1/2/3	Level will be determined in accordance with the Parks/Roads/Facilities qualifications for the applicable department assignment. If successful the employee will be compensated at the higher rate in which they are qualified for, regardless of which department they are working in.
START RATE - shall be 90% of the job rate for the first six months, with a minimum of 960 hours worked in the job.	

APPENDIX TO SCHEDULE "A-1"

1. In the event that the Corporation schedules a continuous eight (8) hour afternoon, evening or weekend shift, it is understood and agreed that employees so scheduled shall be entitled to a working lunch and employees will take a scheduled work break in lieu of their fifteen (15) minute coffee breaks and the time of the work break, if taken, may be specified.
2. Should an employee be assigned to function as a temporary supervisor, a \$1.75 per hour premium shall be paid, during hours of such assignment.
3. Where an employee is appointed to a higher paid classification as a result of a job posting competition, the employee shall be paid at the first step on the grid of the higher paid classification which represents an increase from the employee's current rate, up to the maximum rate for the higher paid Classification. A "higher paid classification" is a classification whose maximum hourly rate exceeds the current maximum hourly rate of the employee's regular classification.

"APPENDIX B" - Labour Management Terms of Reference

1. PURPOSE

The parties agree that the Labour Management Committee (LMC) shall meet for the following purposes:

- To foster effective two-way communication and mutual understanding
- To provide a venue for meaningful communication between the Town and CUPE 905.01
- To address workplace challenges in a collegial and proactive manner by responding to and anticipating issues impacting the workplace, and take action as appropriate by referring the matter to an existing procedure, recommending a new process on an ad-hoc basis or proposing that no further action is required at this time
- To facilitate resolution of general workplace conflict that can be handled through informal discussion

2. COMPOSITION OF COMMITTEE

The LMC shall consist of four (4) Management Representatives and four (4) CUPE 905.01 Representatives. CUPE Local 905.01 National Staff Representative shall be permitted to attend all meetings with voice but no vote.

Meetings shall proceed where there are at least three (3) representatives from each party in attendance. One representative from the Employer committee shall be at least a Manager or more senior staff member and one representative from the Union committee shall be the Unit Chair or designate.

3. ROLES AND FUNCTIONS

Committee Responsibilities

All committee members are responsible for:

- Consulting with members/managers to ensure issues and concerns appropriate to this committee are identified and brought forward to the committee.
- Reaching consensus to facilitate resolutions to problems
- Communicating and consulting with members/management concerning discussions and recommendations from LMC.
- Make appropriate, timely recommendations to other committee's as relevant to find resolutions.

Co-Chair's

The parties agree that a co-chair shall be selected by each respective party to act as joint Co-Chair's of the Committee; however, this role may be delegated to another member as deemed necessary. On occasions where the respective Co-Chair is not able to attend, another member of the LMC shall be appointed as Acting Co-Chair for those meetings by their respective committee members. The Co-Chair of each respective party shall alternate chairing of the meetings.

Secretary

The parties agree that Management shall provide a secretary to keep records for the Committee. The secretary will prepare and circulate agendas and meeting minutes. The provided secretary shall not have either voice or vote at the LMC meetings.

4. ADDITIONAL PARTICIPANTS

By mutual agreement, the Committee may invite other persons to attend the meetings, as guests, in order to provide advice or information on a particular subject on the agenda. The other party shall be notified in advance of a guest attending a meeting.

5. FREQUENCY OF MEETINGS

Meetings will be held at least four (4) times per year and scheduled once every quarter. Additional meetings may be held when necessary, at the request of either party, which shall be scheduled within 30 days from the request of either party, at a date mutually agreed to by the parties.

A schedule will be developed, based on joint input of the parties, at the beginning of each calendar year and circulated to the LMC for approval of all committee members.

6. AGENDA AND MEETING MINUTES

Management shall provide a secretary to keep records of meetings, action items and prepare and circulate agendas and meeting minutes.

Agendas:

The Agenda shall include the following:

- Date, time and location of the meeting or link for virtual platform
- Review of agenda with additions and deletions as agreed upon by both parties
- Review and approval of previous meeting minutes
- Business arising from previous meetings
- New discussion items
- Other business

A call for agenda items will be sent to all LMC members at least four (4) weeks prior to each meeting by the Secretary. An agenda shall be circulated to all LMC members at least one (1) week prior to each meeting.

Meeting Minutes:

The Meeting Minutes shall include the following:

- Date, time and location of the meeting
- Meeting attendees/declines
- Relevant discussion and position of each party for each agenda item
- Unresolved items to include on next agenda for continued discussion
- Action and follow-up on items
- Next Meeting Reminder

The secretary shall forward a draft of the meeting minutes for review by the Co-chair's as soon after the meeting as possible, which shall be within thirty (30) days. Once the Co-chair's have reviewed the draft meeting minutes, the Secretary shall circulate the action items to the Committee which shall take place within seven (7) working days following response from both Co-chair's.

Attendance at meetings:

All time in attendance at Labour Management Committee meetings shall paid in full by the Employer. The parties shall make every effort to schedule meetings during work time, however meetings attended on a member's time off shall be compensated as worked time.

In order to foster positive labour relationships, meetings of the LMC shall be in person wherever possible. Meetings may be schedule to take place on a virtual platform where both parties agree in advance.

APPROVED BY:


For the Town:

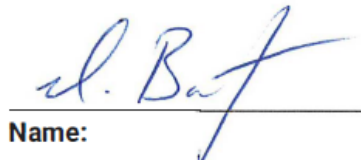
DocuSigned by:
 3/1/2022
01DD408078D14D3...

Name:

Name:

For the Union


Name:


Name:

"SCHEDULE B"

WSIB DECLARATION OF OPTION FORM

I hereby authorize the Town of Aurora Human Resources to apply the following identified option in the event I sustain an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Board Act:

Option a)

Receive regular pay and a deduction of 0.15 per day from existing sick leave credits will be made for each day the Town receives Workplace Safety and Insurance benefits from the Workplace Safety and Insurance Board on my behalf. I understand that upon exhausting my sick leave credits, I will revert to receiving the WSIB-compensable amount payable direct from the WSIB. I further understand and agree that any monies received by me from my employer prior to the Workplace Safety and Insurance Board adjudicating my claim are deemed to be an advance against the approval of the claim. I hereby consent to the Town advancing to the full extent available from my sick credits, accrued vacation, and "time-off-in-lieu-of- overtime-worked" banks as at the date of my injury/recurrence, with the understanding that any time used to pay me from said banks will be reinstated upon approval of my claim by the Workplace Safety and Insurance Board.

Dated this _____ day of _____, _____.

Employee Name:

Present Signature:

OR

Option b)

Receive eligible benefit direct from the WSIB;

Dated this _____ day of _____, _____.

Employee Name:

Present Department:

Employee Signature:

Please Note: If no option is specified, the employee is deemed to have selected Option A

LETTER OF UNDERSTANDING #1

BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.01**

RE: In the Event of a Layoff

In the event of a layoff the parties agree to meet prior to the notification to impacted employees to discuss the nature of the change and possible solutions/options to mitigate the impact to the employees, CUPE and the Operation.

Dated this ____ day of _____, 2024

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION


demetre.rigakos (Feb 10, 2024 16:15 EST)
Demetre Rigakos, Manager, Human Resources


Greg Knuth (Feb 8, 2024 15:44 EST)
Greg Knuth, Chairperson Local 905.01


Robin McDougall, Director Community Services


Teresa Gawman (Feb 12, 2024 19:00 EST)
Teresa Gawman, CUPE National Representative


Sara Tienkamp (Feb 9, 2024 08:50 EST)
Sara Tienkamp, Director, Operational Services

LETTER OF UNDERSTANDING #2

BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.01**

RE: Alternative Work Arrangements


The Corporation acknowledges that some Facilities Division employees have been working eight (8), ten (10) hour shifts every two weeks based on operational requirements.


Following the ratification of this agreement, the parties shall meet to discuss the implementation of Alternative Work Arrangements as it relates to the Bargaining Unit. This may include summer hours, flexible work hours, compressed work week, etc.

Dated this ____ day of _____, 2024


ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION


demetre.rigakos (Feb 10, 2024 16:15 EST)
Demetre Rigakos, Manager, Human Resources


Greg Knuth (Feb 8, 2024 15:44 EST)
Greg Knuth, Chairperson Local 905.01


Robin McDougal, Director Community Services


Teresa Gawman (Feb 12, 2024 19:00 EST)
Teresa Gawman, CUPE National Representative


Sara Tienkamp (Feb 9, 2024 08:50 EST)
Sara Tienkamp, Director, Operational Services

LETTER OF UNDERSTANDING #3

BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.01**


RE: Hours of Work


The employer agrees that the member with the least seniority in the Roads Division will assume the permanent winter midnight patrol shift unless a more senior qualified worker volunteers for the position. The implementation of this practice will take effect next time a Roads Operator or Flex Operator vacancy becomes available in the Roads Division following ratification of this agreement.

Dated this ____ day of _____, 2024


ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION


demetre.rigakos (Feb 10, 2024 16:15 EST)
Demetre Rigakos, Manager, Human Resources


Greg Knuth (Feb 8, 2024 15:44 EST)
Greg Knuth, Chairperson Local 905.01


Robin McDougal, Director Community Services


Teresa Gawman (Feb 12, 2024 19:00 EST)
Teresa Gawman, CUPE National Representative


Sara Tienkamp (Feb 9, 2024 08:50 EST)
Sara Tienkamp, Director, Operational Services

LETTER OF UNDERSTANDING #4

BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.01**


RE: Sick Bank

The parties agree to provide a one-time adjustment to increase the sick leave bank of each permanent full-time employee by seven (7) days.


Dated this ____ day of _____, 2024

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION


demetre.rigakos (Feb 10, 2024 16:15 EST)
Demetre Rigakos, Manager, Human Resources


Robin McDougal, Director Community Services


Sara Tienkamp (Feb 9, 2024 08:50 EST)
Sara Tienkamp, Director, Operational Services


Greg Knuth (Feb 8, 2024 15:44 EST)
Greg Knuth, Chairperson Local 905.01


Teresa Gawman (Feb 12, 2024 19:00 EST)
Teresa Gawman, CUPE National Representative

LETTER OF UNDERSTANDING #5

BETWEEN:

THE CORPORATION OF THE TOWN OF AURORA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.01**


RE: Water Operator 1


The Town agrees to conditionally offer the Water Operator 1 position to an internal candidate that qualifies through a recruitment process but requires the twelve (12) month OIT experience. The condition will require the Operator to obtain their Class 1 operator license within fourteen (14) months from starting in the role. Failure to meet the condition, they will revert back to their former role. The Town agrees to pay the Water Operator 1 wage during the fourteen (14) month period.

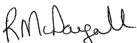
Dated this ____ day of _____, 2024


ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION


demetre.rigakos (Feb 10, 2024 16:15 EST)
Demetre Rigakos, Manager, Human Resources


Greg Knuth (Feb 8, 2024 15:44 EST)
Greg Knuth, Chairperson Local 905.01


Robin McDougal, Director Community Services


Teresa Gawman (Feb 12, 2024 19:00 EST)
Teresa Gawman, CUPE National Representative


Sara Tienkamp (Feb 9, 2024 08:50 EST)
Sara Tienkamp, Director, Operational Services

LETTER OF INTENT

Between:

THE CORPORATION OF THE TOWN OF AURORA

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.01**

Re: New Employees


A representative designated by the Union will be given an opportunity to meet individually or in a group setting with new Employees during the first month of the employment to acquaint them with the structure, benefits, and duties of Union membership. The employer recognizes the importance of the union meeting with the employee for up to an hour within regular working hours and without loss of pay for either employee.

Dated this ____ day of _____, 2024


ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION


demetre.rigakos (Feb 10, 2024 16:15 EST)
Demetre Rigakos, Manager, Human Resources


Greg Knuth (Feb 8, 2024 15:44 EST)
Greg Knuth, Chairperson Local 905.01


Robin McDougal, Director Community Services


Teresa Gawman (Feb 12, 2024 19:00 EST)
Teresa Gawman, CUPE National Representative


Sara Tienkamp (Feb 9, 2024 08:50 EST)
Sara Tienkamp, Director, Operational Services