

## **Memorandum of Settlement**

**BETWEEN:**

**CORPORATION OF THE CITY OF VAUGHAN**  
**(hereinafter referred to as “the Corporation”)**

**AND**

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

**AND**

**THE CANADIAN UNION PUBLIC EMPLOYEES LOCAL 905.21**  
**CLERICAL AND TECHNICAL EMPLOYEES**

**(hereinafter referred to as “the Union”)**

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute. This settlement is subject to ratifications by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this memorandum to their respective principals.

All matters agreed to shall be effective on the day following ratification by both of the parties, unless stated otherwise, including:

- April 17, 2024;
  - May 15, 2024;
  - June 24, 2024;
  - July 23, 2024;
  - September 12, 2024;
  - October 24, 2024; and
  - January 27, 2025
3. Retroactive payments shall be paid out no later than 2 pay periods after the date of ratification to active employees in the bargaining unit as of the date of ratification. Those employees that have retired between April 1, 2024, and date of ratification of the Collective Agreements shall be paid retroactive payments.

4. Former temporary employees who were active between April 1, 2024, to the date of ratification will be eligible for retroactive payment. The employer will contact the former employee within three pay periods of the date of ratification to the last known address and or email address of each such former employee, advising them of their right to retroactivity. Former employees will have 30 calendar days from the date of the notification to claim payment. Former employees who fail to claim their payments within the 30-day period shall be deemed to forfeit any claim thereto. Former employees who have resigned or been terminated will not be eligible for retroactive payments.
  
5. In the event that there are any errors or omissions in this renewal agreement, or in any of its constituents' parts, the Parties shall make amendments to give effect to their negotiated intentions. The Parties further agree to make any housekeeping modifications to this renewal agreement that are required to give effect to their negotiated intentions
  
6. The Union agrees to withdraw policy grievances #808 and #853 on a without prejudice or precedent basis.
  
7. The Employer agrees to withdraw Employer Grievance, #001, #002, #003 on a without prejudice or precedent basis.
  
8. The parties herein agree that the term of the collective agreements shall be from April 1, 2024, to March 31, 2028. The parties herein agree that the said collective agreements shall include the terms of the previous collective agreement which expired on March 31, 2024, and the following amendments:
  - i) All matters previously signed agreed to by the parties prior to January 27, 2025; and
  - ii) All matters outlined below:

**Term of the Agreement – 4 years**

---

**\*\*\*Schedule A – Wage increases as follows:**

April 1, 2024 (retro)	3.75%
April 1, 2025	3.50%
April 1, 2026	3.00%
April 1, 2027	3.00%

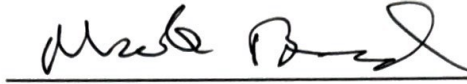
**\*\*\* Subject to Council approval**

Dated at Vaughan this 27 day of January 2025.

  
\_\_\_\_\_

  
\_\_\_\_\_


  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

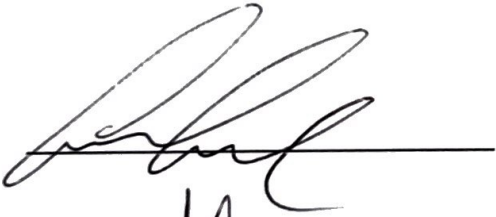
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

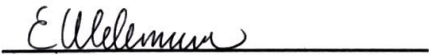
  
\_\_\_\_\_

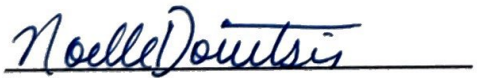
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

For the Union

For the Employer

# **Agreed to Items - January 27, 2025**

Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &**

**CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**Agreed Upon Items**

**January 27<sup>th</sup>, 2025**

**Article 6.07.2**

The Unit Chairperson shall be allowed a leave of absence ~~starting in January 2022 until March 31, 2024~~ **for the duration of the Collective Agreement.** 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.

*Both Agreements*

---

**11.10 Temporary Employees**

---

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 6 9 months duration

*Clerical & Technical Only*

**11.10 TEMPORARY EMPLOYEES**

**A Temporary Employee may be rehired, subject to a satisfactory performance evaluation, if the same position becomes available within twelve (12) months from the end of their last assignment, and they will be considered prior to external applicants.**

*Hourly Rate Employees Only*

---

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, **half holidays and floating 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)
- **Article 8 – Dispute Resolution**

*Both Agreements*

---

### **11.11 LAYOFF RECALL**

**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.**

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.

*Both Agreements*

### **Article 16 – Statutory Holidays**

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

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

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~~ **two** floating holidays 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.

*Both Agreements*

### **ARTICLE 17 VACATIONS**

#### ***Clerical & Technical Agreement***

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 7 hours for every month worked up to a maximum of 70 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 70 hours vacation with pay and thereafter as follows:

After 3 years' service 105 hours  
After 8 years' service 140 hours  
After 14 years' service 175 hours  
After 21 years' service 182 hours  
After 22 years' service 189 hours  
After 23 years' service 196 hours  
After 24 years' service 203 hours  
After 25 years' service 210 hours

**Effective March 31, 2028, Employees shall be entitled to the following paid vacation as of their anniversary date:**



**Hire date to 8 years' service 105 hours**  
**After 8 years' service 140 hours**  
**After 14 years' service 175 hours**  
**After 21 years' service 182 hours**  
**After 22 years' service 189 hours**  
**After 23 years' service 196 hours**  
**After 24 years' service 203 hours**  
**After 25 years' service 210 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** ~~Vacation entitlement up to 35 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 35 hours in any year.~~

Vacation in excess of 105 hours in an unbroken period will be granted at a time mutually agreed between the Employee and the Corporation.

**An employee may carry over unused accrued vacation in excess of the minimum vacation time and pay entitlements under the ESA, into subsequent calendar years subject to the following limits:**

- a. Staff are not permitted to carry over more than 70 hours per year, and;**
- b. Staff are not permitted to bank more than 70 hours of vacation entitlement.**

**Any vacation time and pay that has not been used, and which exceeds the 70-hour reserve maximum shall be scheduled by the Employer prior to the end of the next vacation entitlement year.**

**The City reserves the right to schedule an employee's vacation in accordance with the ESA should an employee not plan or communicate their vacation plans with their people leader. Employees whose current vacation banks exceeds the 70 hours of vacation entitlement as of the date of ratification, will not be permitted to be add to their vacation bank, unless their bank falls below 70 hours.**

**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. **The Employer shall approve or deny vacation requests no later than April 30<sup>th</sup> of the same calendar year.**

## **Hourly Rated 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, 7 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

**Effective March 31, 2028, Employees shall be entitled to the following paid vacation as of their anniversary date:**

**Hire date to 8 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.

**An employee may carry over unused accrued vacation in excess of the minimum vacation time and pay entitlements under the ESA, into subsequent calendar years subject to the following limits:**

**Staff are not permitted to carry over more than 80 hours per year, and;  
Staff are not permitted to bank more than 80 hours of vacation entitlement.**

**Any vacation time and pay that has not been used, and which exceeds the 80-hour reserve maximum shall be scheduled by the Employer prior to the end of the next vacation entitlement year.**

**The City reserves the right to schedule an employee's vacation in accordance with the ESA should an employee not plan or communicate their vacation plans with their people leader. Employees whose current vacation banks exceeds the 80 hours of vacation entitlement as of the date of ratification, will not be permitted to be add to their vacation bank, unless their bank falls below 80 hours.**

**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. **The Employer shall approve or deny vacation requests no later than April 30<sup>th</sup> of the same calendar year.**

*Hourly Rated Unit Only*

**19.03 Job Descriptions New LOU for life of Collective Agreements, Articles 19.03, 19.05, 19.06 will be placed on hiatus and the following Joint Job Evaluation Process will be followed:**

#### **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.

These job 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 **twenty (20)** business days. If the parties cannot come to an agreement, the Union may file a

grievance, Step 1 and Step 2 of the grievance procedure shall be bypassed, and the matter may proceed directly to mediation/arbitration.

### **Job Evaluation**

---

A job shall be evaluated:

- When the Corporation has determined that a new classification is required or
  - When a substantial change has been made in the duties or qualifications of an existing classification.
  - **When the Union believes the Corporation has made substantial changes in the duties of an existing classification.**
- 

### **Job Evaluation Process**

1. The position will be evaluated by the City, and the ratings and rationale will be shared with the CUPE Unit Chair, within 15 business days of the job description being finalized.
2. The Union will review the City's ratings, using the Joint Job Evaluation Tool within 15 business days of receiving the City's results, sharing their ratings and results with the City.
3. **Timelines can be extended upon mutual agreement by the parties and shall not be unreasonably denied.**
4. **Either party may consult with an independent Consultant/Advisor, at any point in the process, at their own expense. Upon mutual agreement, the parties Consultant/Advisor may consult with each other.**
5. Should the City and Union agree upon the ratings, the job evaluation shall be final and binding, and not subject to the grievance procedure.
6. Should the evaluation ratings not be agreed upon, or if the position is evaluated two or more grades higher or lower than the existing job classification grade, the issue may be referred to a jointly appointed third party mediator/arbitrator, for evaluation, equally paid by both parties. A decision by the mediator/arbitrator shall be final and binding.
7. Should the job be evaluated at a higher level, the effective date of the pay increase **and any retro active payment**, for current incumbents will be effective the date the job description is final.
8. **Should the job be evaluated at a lower level than the current level, any incumbent of the job whose current rate is higher than the lowered job rate, shall be "red-circled". Each "red-circled" incumbent will have their rate of pay frozen and will not be eligible for Collective Agreement percentage increases. The rate will be unfrozen once the job evaluated rate reaches their "red-circled rate". At such time, the employee will begin earning the Collective Agreement rate and "red-circling" will end. The incumbent will receive economic increases in the form of an annual lump sum payment (based on regular earnings) equivalent to the economic increase, until the rate of the job reaches the rate of the incumbent. For clarity, anyone hired into position after the evaluation rate, shall be paid at the newly evaluated rate.**
9. For the purposes of job evaluation, the bargaining unit will be provided with time off with pay to evaluate jobs, with the pre-approval of management and notification to HR. The amount of hours will be provided to management and HR, including member names and **time off will not be unreasonably denied by Management.**
10. **For existing job descriptions that have not been updated or reviewed over the last ten (10) years, the parties will endeavour to ensure they are reviewed and updated**

**during the life of the Collective Agreement.**

11. The parties agree to maintain confidentiality of the job evaluation process, until such time the job evaluation results are communicated. It is not a breach of confidentiality to share the evaluation information with a third-party job evaluation expert.
12. Job Evaluation Committee Members are to be excused from evaluated positions where a conflict of interest exists, including but not limited to when it is their own job, a familial relationship exists, or it is a position of a direct subordinate.

---

*Both Agreements*

**Article 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~~ **\$325.00** 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.

*Both Agreements*

**Article 21 Benefits**

---

21.01

(e) Dental Insurance

April 1, 2016 – 1 year lag ODA fee schedule for each year of the collective agreement.  
Orthodontics (50%) - ~~\$3,000~~ **\$3,500** lifetime maximum per family member  
Crowns, Inlays, and Caps (50%) - \$1,500 annual maximum per family member

(g) Vision Care: ~~\$400.00~~ **\$500.00** each ~~every~~ 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

---

Other adjustments to benefits:

- - No per visit max except as is reasonable and customary as determined by the Carrier.
- - Chiropractic/Massage - ~~\$1,000.00~~ **\$1,100.00** annual maximum combined
    - All other paramedical (include acupuncture, MSW, Psychoanalyst & Psychotherapist in paramedical

coverage) - ~~\$1,500.00~~ **\$1,600.00** annual maximum  
combined

- Orthotics - ~~\$300.00~~ **\$350.00** every two years

## 21.04 RETIREE BENEFITS

e. Fitness Membership – reduced rate the same as current employees.

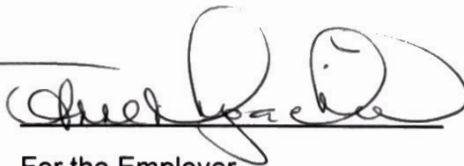
### 2. Letter of Understanding

~~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.~~



For the Union



For the Employer

# **Agreed to Items - April 17, 2024**

~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**AGREED UPON ITEMS  
Submitted to CUPE April 17, 2024**

---

5.01 Union Security

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~~ **fifteenth** day of the ~~same~~ **following** month. A list of additions, deletions and changes will also be supplied.

***Both agreements***

6.02 Representation

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

***Both agreements***

6.03 Representation

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

***Both agreements***

11.07 Promotion

...Any Employee so promoted will be given a trial period and may revert to their former position in accordance with ~~Article 44.44~~ **11.08** or if the required qualifications are not met within the agreed period of time.

***Both agreements***

15.01 Hours of Work

(a) It is agreed that the Recreation Services and ~~Access~~ **Service** Vaughan Departments will not be confined to the 8:30 to 16:30 shift, Monday to Friday.

**Clerical & Technical Only**



~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**AGREED UPON ITEMS  
Submitted to CUPE April 17, 2024**

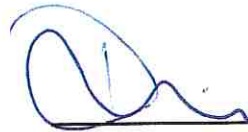
---

**On behalf of the Employer**



A handwritten signature in black ink, appearing to read "Michael [unclear]", written over a horizontal line.

**On behalf of the Union**



A handwritten signature in blue ink, appearing to be a stylized name, written over a horizontal line.

April 17, 2024  
**Date Signed**

~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**AGREED UPON ITEMS**

**May 15, 2024**

---

**ARTICLE 6 REPRESENTATION**

**6.01**

**GRIEVANCE COMMITTEE**

The Corporation will recognize a Grievance Committee composed of not more than **total of seven (7) employees** 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.

***Both Agreements***

**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 **unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith.**

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)~~ **tenth (10<sup>th</sup>)** 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.

***Both Agreements***

## **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 Year 1 rate or Year 2 rate, 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~~-**month**.

## **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 (NEW)**

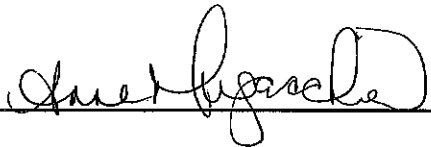
Human Resources will accept resumes from Employees during the month of January each year. The Employee shall identify a maximum of three (3) classifications of interest within their Portfolio/Office or Department.

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.

***Clerical & Technical Only***

**On behalf of the Employer**



**On behalf of the Union**



May 15, 2004  
Date Signed

# **Agreed to Items - May 15, 2024**

~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**AGREED UPON ITEMS**

**May 15, 2024**

---

**ARTICLE 6 REPRESENTATION**

**6.01**

**GRIEVANCE COMMITTEE**

The Corporation will recognize a ~~Grievance Committee~~ composed of not more than **total of seven (7) employees** 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.

***Both Agreements***

**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 **unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith.**

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)~~ **tenth (10<sup>th</sup>)** 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.

***Both Agreements***

## **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 Year 1 rate or Year 2 rate, 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-month.

## **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 (NEW)**

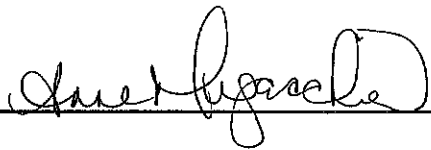
Human Resources will accept resumes from Employees during the month of January each year. The Employee shall identify a maximum of three (3) classifications of interest within their Portfolio/Office or Department.

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.

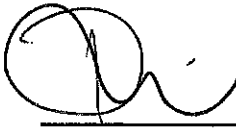
Internal resumes, as noted above, will be given preference prior to external applicants.

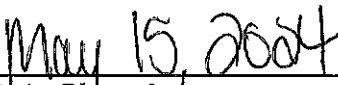
**Clerical & Technical Only**

**On behalf of the Employer**

  
\_\_\_\_\_

**On behalf of the Union**

  
\_\_\_\_\_

  
\_\_\_\_\_

**Date Signed**



# **Agreed to Items - June 24, 2024**

~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**AGREED UPON ITEMS  
June 24, 2024**

**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)~~ **ten (10)** 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)~~ **ten (10)** working days of the date of the discussion.

Failing resolution, it may then be taken up as a grievance within ~~five (5)~~ **ten (10)** 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)~~ **ten (10)** 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).

**8.01 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) ten (10)** working days of the Supervisor's reply in the Early Resolution Process.

**STEP NO. 2**

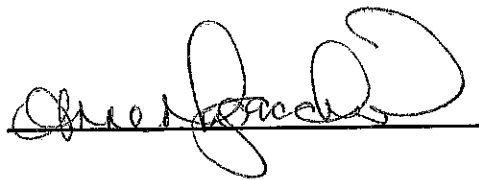
The Union shall present the alleged grievance in writing at a meeting with the appropriate Deputy City Manager or delegate and the Chief Human Resources Officer or designated HR Manager within ten (10) working days of the Union filing Step 2 grievance, outlining the nature of the grievance and the remedy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

*Both Agreements*

**On behalf of the Employer**



A handwritten signature in black ink, appearing to read "Shirley Jackson", written over a horizontal line.

**On behalf of the Union**



A handwritten signature in black ink, written over a horizontal line.

June 24, 2024  
Date Signed

# **Agreed to Items - July 23, 2024**

~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**AGREED UPON ITEMS  
July 23, 2024**

**ARTICLE 15 HOURS OF WORK**

**15.05 MEAL ALLOWANCE**

Any 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~~ **\$20.00**, 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.

***Both Agreements***

---

**15.08** The hours of work of each Employee shall be posted in an appropriate place at least ~~two~~ **(2) three (3)** 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.

***Both Agreements***

---

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

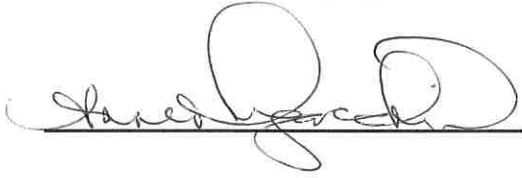
***Both Agreements***

---

**19.07 CLOTHING**

Aquatic personnel at the community centres will provide their own appropriate bathing suit and be reimbursed up to ~~\$70.00~~ **\$75.00** for females, ~~\$45.00~~ for males (upon submission of proof of purchase) per bathing suit to a maximum of two (2) bathing suits per calendar year.

On behalf of the Employer



A handwritten signature in black ink, appearing to read "James [unclear]", written over a horizontal line.

On behalf of the Union



A handwritten signature in blue ink, written over a horizontal line.

7/23/24

Date Signed

# **Agreed to Items - September 12, 2024**

~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement**

**AGREED UPON ITEMS  
September 12<sup>th</sup>, 2024**

**Article 15.07**

---

The following shift premiums shall apply:

- a) ~~\$1.10~~ **\$1.20** per hour to Employees scheduled to start work between the hours of 11:00 and 21:00.
- b) ~~\$1.20~~ **\$1.30** per hour to Employees scheduled to start work between the hours of 21:00 and 08:00.

(Any Employee that commences their work day at 08:00 will not be entitled to shift differential).

***Clerical & Technical Only***

**Article 15.07**

---

The following shift premiums shall apply:

- a) ~~\$1.10~~ **\$1.20** per hour to Employees scheduled to start work between the hours of 11:00 and 21:00.
- b) ~~\$1.20~~ **\$1.30** per hour to Employees scheduled to start work between the hours of 21:00 and 07:00.

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

***Hourly Rated Unit Only***

---

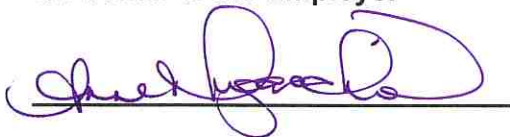
**19.07 CLOTHING**

Fitness staff will provide their own appropriate aerobic footwear and they will be reimbursed, upon submission of proof of purchase, the cost up to a maximum of one hundred dollars and twenty-five (**\$125.00**) ~~\$100.00~~ per calendar year.

***Clerical & Technical Only***

---

**On behalf of the Employer**



Sept 12/24

**Date Signed**

---

**On behalf of the Union**





# **Agreed to Items - October 24, 2024**

~ Confidential ~

**CUPE Local 905.20 – Hourly Rated Employees Collective Agreement &  
CUPE Local 905.21 – Clerical and Technical Collective Agreement  
AGREED UPON ITEMS**

***Hourly Rated Employees:***

**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.

**The appropriate assessment components, such as an interview, written testing, practical testing, or a combination thereof, will be determined by the Corporation, prior to the commencement of the assessment process and will be communicated to the applicants being considered further.**

~~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. **The Hiring Department** or 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~~ **demonstrated skills and abilities required for the posted position**

Where two or more applicants qualify for the position, seniority shall govern. **Should the senior candidate not be selected, the Corporation will share the final assessment scores with the Unit Chair upon request.**

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 **qualified** applicants are deemed to be **relatively equal** under (a), (b) and (c), seniority shall govern. **Relatively equal shall mean within a 5% threshold of each other.**

**Should the senior candidate not be selected, the Corporation will share the final assessment scores with the Unit Chair upon request.**

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.

### ***Clerical & Technical Employees***

#### **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.

**The appropriate assessment components, such as an interview, written testing, practical testing, or a combination thereof, will be determined by the Corporation, prior to the commencement of the assessment process and will be communicated to the applicants being considered further.**

~~For positions at Level G and above, t~~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. **The Hiring Department** or 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 who have completed their probationary period 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 G, the following factors shall be considered:

- (a) seniority
- (b) qualifications and ~~job efficiency~~ **demonstrated skills and abilities required for the posted position**

Where two or more applicants qualify for the position, seniority shall govern. **Should the senior candidate not be selected, the Corporation will share the final assessment scores with the Unit Chair upon request.**

In cases of promotion, (other than to positions outside the scope of the bargaining unit), for positions at Level G 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 **qualified** applicants are deemed to be **relatively** equal under (a), (b) and (c), seniority shall govern. **Relatively equal shall mean within a 5% threshold of each other.**

**Should the senior candidate not be selected, the Corporation will share the final assessment scores with the Unit Chair upon request.**

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 11.07 or if the required qualifications are not met within the agreed period of time.

## **ARTICLE 17 VACATIONS**

### ***Clerical & Technical Agreement***

**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 **1.5 days (10.5 hours) per month**, ~~7 hours for every month worked~~ up to a maximum of ~~70~~ **105** hours.

**17.03** All Employees with more than one (1) year but less than ~~three (3)~~ **eight (8)** years continuous service as of the Employee's anniversary date in any year shall be entitled to ~~70~~ **105** hours vacation with pay and thereafter as follows:

~~After 3 years' service 105 hours~~  
After 8 years' service 140 hours  
After 14 years' service 175 hours  
After 21 years' service 182 hours  
After 22 years' service 189 hours  
After 23 years' service 196 hours  
After 24 years' service 203 hours  
After 25 years' service 210 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** Vacation entitlement up to 35 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 35 hours in any year.~~

Vacation in excess of 105 hours in an unbroken period will be granted at a time mutually agreed between the Employee and the Corporation.

**An employee may carry over unused accrued vacation in excess of the minimum vacation time and pay entitlements under the ESA, into subsequent calendar years subject to the following limits:**

- a. Staff are not permitted to carry over more than 70 hours per year, and;
- b. Staff are not permitted to bank more than 70 hours of vacation entitlement.

**Any vacation time and pay that has not been used, and which exceeds the 70-hour reserve maximum shall be scheduled by the Employer prior to the end of the next vacation entitlement year.**

**The City reserves the right to schedule an employee's vacation in accordance with the ESA should an employee not plan or communicate their vacation plans with their people leader. Employees whose current vacation banks exceeds the 70 hours of vacation entitlement as of the date of ratification, will not be permitted to be add to their vacation bank, unless their bank falls below 70 hours.**

**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. **The Employer shall approve or deny vacation requests no later than April 30<sup>th</sup> of the same calendar year.**

### ***Hourly Rated 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 1.5 days (12 hours) per month, 7 hours for every month worked** up to a maximum of 80 **120** hours.

**17.03** All Employees with more than one (1) year but less than ~~three (3)~~ **eight (8)** years continuous service as of the Employee's anniversary date in any year shall be entitled to ~~80~~ **120** 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.

**An employee may carry over unused accrued vacation in excess of the minimum vacation time and pay entitlements under the ESA, into subsequent calendar years subject to the following limits:**

**Staff are not permitted to carry over more than 80 hours per year, and;  
Staff are not permitted to bank more than 80 hours of vacation entitlement.**

**Any vacation time and pay that has not been used, and which exceeds the 80-hour reserve maximum shall be scheduled by the Employer prior to the end of the next vacation entitlement year.**


**The City reserves the right to schedule an employee's vacation in accordance with the ESA should an employee not plan or communicate their vacation plans with their people leader. Employees whose current vacation banks exceeds the 80 hours of vacation entitlement as of the date of ratification, will not be permitted to be add to their vacation bank, unless their bank falls below 80 hours.**



**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. **The Employer shall approve or deny vacation requests no later than April 30<sup>th</sup> of the same calendar year.**

***Hourly Rated Unit Only***

**On behalf of the Employer**



A handwritten signature in blue ink, appearing to read "David [unclear]", is written over a horizontal line.

**On behalf of the Union**



A handwritten signature in black ink is written over a horizontal line.

Oct 24/24

**Date Signed**