



# **COLLECTIVE AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE TOWN OF GEORGINA**

(Hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 905.03**

(Hereinafter called the "Union")

**APRIL 1, 2021 - MARCH 31, 2025**



**GEORGINA MUNICIPAL UNIT  
APRIL 1, 2021 TO MARCH 31, 2025**

## **AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE TOWN OF GEORGINA**  
Hereinafter referred to as the “Corporation”, or the “Town” or the “Employer”

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
On its own behalf and on behalf of its Local 905.03  
Georgina Municipal Unit

**APRIL 1, 2021 - MARCH 31, 2025**

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## **AGREEMENT**

**THIS AGREEMENT signed this 13th day of July 2022.**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF GEORGINA**

Hereinafter referred to as the "Corporation", or the "Town" or the "Employer".

**OF THE FIRST PART**

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

On its own behalf and on behalf of its Local 905.03,  
Georgina Municipal Unit  
Hereinafter referred to as the "Union".

**OF THE SECOND PART**



## **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is:

- i) To promote and maintain a harmonious relationship and establish and maintain collective bargaining relations between the Corporation and its Employees;
- ii) To provide machinery for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided;
- iii) To encourage cooperation in the promotion of high standards of organizational service;
- iv) To encourage cooperation in the efficient and effective delivery of Town services.

## **ARTICLE 2 - RECOGNITION**

2.01 The Corporation recognizes the Canadian Union of Public Employees and its Local 905.03, Georgina Municipal Unit, as the sole exclusive Bargaining Unit for all permanent full-time or permanent part-time Employees of the Corporation of the Town of Georgina employed in its office, clerical, Parks and Operations, and such other Employees hired from time-to-time who would fall within the intent of the certificate of Certification dated August 31, 1971 save and except the Chief Administrative Officer, Directors/Department Heads, Managers and Supervisors, Human Resources staff, Administrative Coordinators to Directors, Fire Department Personnel, Executive Assistants, members of CUPE Local 905.26, contract, casual and seasonal Employees.

### **2.02 Employee**

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

### **2.03 Permanent Full-Time Employee**

A permanent full-time Employee is a person filling a position created by the Corporation for an indefinite period of time and regularly works thirty-five (35) hours or more per week.

### **2.04 Permanent Part-Time Employee**

A permanent part-time Employee is a person filling a position by the Corporation for an indefinite period and regularly works twenty-four (24) hours per week or less.



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**2.05 Probationary Period**

An Employee will be considered on probation for the first six (6) months and will have no seniority rights during that period. After six (6) months service, their seniority shall date back to the day in which they were hired. The dismissal, lay-off or failure to recall after lay-off of a probationary Employee shall not be the subject of a grievance unless the Union alleges that the Corporation has acted arbitrary, discriminatory or bad faith manner.

- a) This probationary period may be extended by mutual agreement of the parties that will not be unreasonably withheld. Said extensions will be for no more than three (3) additional months.
- b) In the event that such an Employee is absent for ten (10) or more working days during the probationary period, such probationary period shall be extended to provide for a total of the required period noted above.
- c) A probation Employee shall be subject to the terms of this Agreement, except as expressly otherwise provided.
- d) During the probationary period, the Employee would be paid at the 90% rate for classification.

**2.06 Contract Employee**

A Contract Employee is a person filling a position created by the Corporation for a period of time not to exceed one (1) year.

Should a Permanent Employee apply for and be the successful candidate to a newly created position, they shall be treated in accordance with Article 2.10.

Such Employee shall have the right to return to their former position in the Bargaining Unit at the end of the Contract.

A longer period of time may be allowed if requested and agreed to by the Union. Contract Employees are exempt from the Bargaining Unit.

**2.07 Temporary Replacement Employees**

It is expressly provided however, that an Employee who fills a position temporarily for the purpose of sick leave, pregnancy leave, parental leave, or any other approved leave of absence, may fill such position for the duration of the leave granted to the Employee. Such leave shall not exceed a period of two (2) years; however, in the event of a medical leave of absence, under the Long-Term Income Protection Plan the duration of leave may be extended to two and one-half (2-1/2) years. Temporary Replacement Employees shall only be covered by the following provisions of this Collective Agreement:



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- Article 3 Interviewing Opportunity
- Article 4 Relationship
- Article 5 Management Rights
- Article 10.01 (a) and (b) Union Security and Dues
- Article 13 Hours of Work and Overtime
- Article 17.06 Leave for Union Business
- Article 18.01 OMERS
- Article 22.07 Employee Address Change
- Article 26 Wages

and shall have the right to grieve the violation of these Articles.

The suspension or discharge of a Temporary Replacement Employee shall be within the sole discretion of the Corporation and cannot be made the subject of a grievance unless the Union alleges that the Corporation has acted in an arbitrary, discriminatory or bad faith manner.

A permanent member of the Bargaining Unit who accepts a position on a temporary basis for a predetermined period is not considered a Temporary Replacement Employee.

- 2.08 (a) In the event a Temporary Replacement Employee becomes a permanent Employee in the same position and at the same classification level, all time spent as a Temporary Replacement Employee shall be counted towards the said Employee's probationary period and shall be paid at the appropriate wage rate for the position.
- (b) In the event a Temporary Replacement Employee becomes a permanent Employee at a higher classification level, their starting wage shall be the ninety (90%) wage rate for the first six (6) months of permanent employment, commencing from the effective date of permanent employment, until the expiry date of the said six (6) months. Any time spent as a Temporary Replacement Employee will not be counted toward the said Employee's probationary period.



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**2.09 Casual Employee**

Casual Employee shall mean an Employee engaged to work at irregular intervals on an “as needed” basis or for temporary relief periods of up to four (4) weeks to cover illness, vacations or other unplanned absence. Casual Employees are exempt from the Bargaining Unit.

**2.10 Sessional Employee**

Sessional Employee shall mean an Employee hired to work for a period of time related to a specific activity and/or program. The hours of work, the days worked per week and the duration of such activity/program are dictated by the participation rate. Sessional Employees are exempt from the Bargaining Unit.

**2.11 Seasonal Employee**

A Seasonal Employee is a person employed by the Corporation and hired to perform work related to seasonal workload, including but not limited to winter snow maintenance or summer parks maintenance for a period of time not to exceed eight (8) months in any twelve (12) month period. A longer period of time may be allowed if requested by the Employer and agreed to by the Union. Seasonal Employees are exempt from the Bargaining Unit.

The Employer shall not reclassify or remove primary functions and core duties from any classification as a result of moving those functions and/or duties to Seasonal Employees.

In the event that there are lay-offs, Seasonal Employees will be laid off prior to Bargaining Unit members.

**2.12** An Employee who fills a position temporarily outside of the Bargaining Unit shall pay dues in accordance with Article 10 of the Collective Agreement. Such Employee shall have the right to return to their former position in the Bargaining Unit within a period of two (2) years, with no loss of seniority. An Employee who has elected to be temporarily transferred to a position outside the Bargaining Unit shall not continue to be covered by this Collective Agreement for the duration of this temporary assignment. Seniority shall be frozen to the date last worked in the Bargaining Unit.

**2.13 Work of the Bargaining Unit**

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



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

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

**ARTICLE 3 - INTERVIEWING OPPORTUNITY**

3.01 An Officer of the Union shall be given the opportunity to interview each new Employee within regular working hours without loss of pay, or seniority for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and responsibilities and obligations to the Employer and the Union.

**ARTICLE 4 - RELATIONSHIP**

4.01 The Employer endorses the right of every Employee to work in an environment free from discrimination, personal harassment and sexual harassment as defined in the Occupational Health and Safety Act. Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them with respect to any Employee by reason of age, ancestry, colour, or race; citizenship; ethnic origin; place of origin; creed; disability; family status; marital status; gender identity or gender expression; record of offences; sex, including pregnancy and breastfeeding; sexual orientation; the association with other similarly protected; or any other prohibition of the Human Rights Code; nor by reason of any of their representatives or members because of any Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

4.02 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 Human Resources.

**ARTICLE 5 - MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline and efficiency;



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- (b) hire, promote, demote, classify, transfer, suspend, and rehire Employees, and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce, and alter, from time-to-time, rules and regulations to be observed by the Employees. Such rules and regulations shall not be inconsistent with the terms of the Agreement;
- (d) to determine the number of personnel required from time-to-time, the standards of Employee performance, service levels of the organization, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operations not otherwise specifically dealt with in this Agreement.

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

**ARTICLE 6 - REPRESENTATION**

- 6.01
- (a) Representation of the Bargaining Unit shall include the provision of Stewards, a Negotiating Committee and a Grievance Committee of not more than three (3) members when fulfilling the requirements of Article 7.04.
  - (b) The Stewards, Grievance and Negotiating Committees referred to this Article, may be the same personnel in each instance.
  - (c) The Corporation undertakes to instruct all members of its supervisory staff to cooperate with the Stewards in the carrying out of the terms and requirements of this Agreement.
  - (d) The Union undertakes to secure from its Officers, Stewards and members, their cooperation with the Corporation and with all persons representing the Corporation in a supervisory capacity.
  - (e) Where meetings are held during regular working hours, the Union Officers and affected Employees will request permission to leave the workstation in the same manner as outlined in Article 6.02 (d).



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**6.02 Stewards**

- (a) The Corporation acknowledges the right of the Union to appoint or otherwise select three (3) Stewards together with an alternate Steward, each of whom shall have attained seniority. The names of the Stewards shall be given to the Corporation in writing and the Corporation shall not be required to recognize any such Steward until it has been so notified.
- (b) It is understood that all Union elected officials to the 905.03 Unit may act in the capacity of a Steward as required by the Union.
- (c) The function of the Steward shall include but not be limited to assisting any Employee, which the Steward represents, in preparing and presenting a grievance, in accordance with the Grievance Procedure as outlined in Article 7.
- (d) 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. Such permission will not be unreasonably withheld. In obtaining such permission, the Steward shall state their destination to their immediate Supervisor and report again to their immediate Supervisor at the time of their return to work. In accordance with this understanding, Stewards dealing with Employee's grievances or meetings with the Employer during their regular hours of work, shall not suffer any loss in pay or seniority.
- (e) In exceptional circumstances and with mutual agreement a Union representative may agree to attend representation meetings outside of regular working hours. Union representatives will be compensated at straight time for such hours.
- (f) It is understood that Stewards are assigned by the Union. Where a Steward is required or requested communication shall be done through the Unit Chair or Vice Chair.
- (g) The function of the Grievance Committee shall be to represent any Employee, which the Committee represents, or section, or the unit as a whole, in any grievance matter, which is not settled at Step No. 1 of the Grievance Procedure.

**6.03 Negotiations Committee**

- (a) The function of the Negotiating Committee shall be to discuss all matters of mutual concern with Employer, pertaining to work performance, operational problems, rates of pay, hours of work, collective bargaining and other working conditions.



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- (b) For the purpose of negotiations between the parties, the Corporation shall recognize a Negotiating Committee of the Georgina Municipal Unit of CUPE, Local 905, to be composed of not more than three (3) Employees and Unit Chair or Vice Chair.
  - (c) The Negotiating Committee shall be entitled to have present and be represented by the assigned CUPE National Representative at all negotiating meetings between the Union and the Corporation.
  - (d) The assigned CUPE National Representative shall be recognized as having the right to advise and assist the Union Negotiating Committee and the right to speak, bargain and negotiate on their behalf.
  - (e) The Negotiating Committee shall be entitled to have any resource or specialist present and to give submissions at all negotiating meetings between the Union and the Corporation at the discretion of the Union. Said resource or specialist will be at the cost of the Union.
  - (f) All time attending direct negotiation with the Employer shall be considered time worked with no loss of wages, benefits or seniority. The Parties shall agree on the length of negotiation days. All time spent in direct negotiations shall be compensated at straight time. It is understood that a day booked for negotiations shall be considered a full shift regardless of the time spent. Should an Employee's full shift be longer than the agreed upon negotiation day, the Union shall reimburse the Corporation for the difference.
- 6.04 The Union shall have at any time the right to the support of the assigned CUPE National Staff Representative or any CUPE National specialty advisor when dealing with the Employer for any matters either directly or indirectly related to the interpretation or administration of this Agreement. Such Representative will have voice with no vote where applicable.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and further, that every effort shall be made by the parties to effect a mutually acceptable resolution to such differences before advancing to Step No. 1 of the Grievance Procedure.
- (b) After a grievance has been initiated, the Employer shall not initiate negotiations with the aggrieved Employee with respect to the grievance,



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either directly or indirectly, without the consent or presence of a Steward or Chief Steward. Once initiated, the grievance shall become the property of the Union. For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive (statutory holidays shall not count as working days). The date of submission of any grievance or the giving of any grievance or decision shall be excluded from the computation time.

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

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

(b) Grievances and replies to grievances shall be in writing at all stages and shall be delivered in person or electronically. The person receiving the grievance, or the response shall acknowledge receipt by initialling and dating the grievance and/or response. The Union shall submit grievances in person or electronically to the appropriate individual described in the Grievance Procedure. However, should that individual be unavailable, the Union may submit the grievance to the appropriate individual's Department Head or given their unavailability, to the Director of Human Resources, and receipt will be acknowledged as described above. In cases where the Supervisor or Manager is the subject of a grievance, the Union may submit the grievance to the Director of Human Resources directly. The Employer shall submit responses in person or electronically to the Unit Chair or Vice-Chair, and the Grievor's Steward.

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

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



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- Step No. 2:** Within five (5) working days after the decision is given under Step No. 1, the aggrieved Employee, accompanied by their Steward may present their grievance in writing to the Manager. Within five (5) working days of receipt of the grievance the Manager will meet with the Employee. The Employee may be accompanied by a representative of the Union. The Manager shall render their decision in writing within five (5) working days following such meeting.
- Step No. 3:** Within five (5) working days after the decision is given under Step No. 2, the aggrieved Employee, accompanied by a Steward may present the grievance in writing to the Director, Human Resources. Within five (5) working days of receipt of the grievance the Director, Human Resources or designate and respective Department Head will meet with the Employee. At this stage, the Employee shall be accompanied by a representative of the Union and the assigned CUPE National Representative. The Director, Human Resources or designate shall render a decision in writing within five (5) working days following such meeting with a copy to the assigned CUPE National Representative.
- (b) Time limits are to be mandatory for all steps of the entire Grievance Procedure unless the Union and the Employer mutually agree in writing to extend the time limits.
- 7.05 The provisions of Articles 2.05 and are to be referred to in context with this Article.
- 7.06 If final settlement of the grievance is not reached at Step No. 3, and which has been properly carried through all the steps of the grievance procedure and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, then the grievance may be referred in writing by either party to an Arbitrator as provided in Article 8 below at any time within thirty (30) working days after the decision is given under Step No. 3, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.
- 7.07 Where a dispute involving a question of general application or interpretation within the Collective Agreement occurs, or where a group of Employees or the Union has a grievance, Step No. 1 of this Article shall be by-passed.
- 7.08 Where a grievance concerns job selection for a Bargaining Unit position, the aggrieved Employee will file their grievance at Step 2 with the Manager of the job in question.



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**7.09 Discharge Procedure**

When an Employee is discharged, the Employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge.

(a) A claim by an Employee who has completed their probationary period that they have been unjustly discharged shall be treated as grievance if a written statement of such grievance is lodged with the Corporation at Step No. 3, within five (5) working days after the discharge is affected. Such special grievance may be settled under the Grievance or Arbitration procedure by:

- i) Confirming the Corporation's action in dismissing the Employee;
- ii) 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;
- iii) by any other arrangement which may be deemed just and equitable.

(b) 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, a probationary Employee shall not be entitled to dispute their dismissal through the grievance procedure. This shall not preclude a grievance alleging that the decision to discharge has been made arbitrarily, or in bad faith, or in violation of the Ontario Human Rights Code

7.10 The failure of an individual to file a grievance, or the failure of an individual to proceed to the next grievance procedure step, does not prejudice any other Employee from filing a future grievance on a similar or related matter.

7.11 It is agreed that the Grievor shall suffer no loss of pay, seniority or benefits while attending grievance meetings with the Corporation, mediation or arbitration, except in cases of discharge. In cases of a group grievance, a single representative Grievor shall be chosen to attend. It is understood that all additional time will be compensated at straight time.



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**ARTICLE 8 - ARBITRATION**

- 8.01 An Arbitrator shall be agreed to within five (5) working days of the request by either party for Arbitration.
- 8.02 Should the parties fail to agree to a single Arbitrator within the time limit, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act in such capacity.
- 8.03 The decision of the Arbitrator shall be binding on both parties.
- 8.04 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.05 The parties to this Agreement will bear the expense of the Arbitrator jointly.
- 8.06 The time limits fixed in both the grievance and the arbitration procedures may be extended by consent in writing of the parties to this Agreement.
- 8.07 The Unit Chair or Vice Chair shall be in attendance at all Mediation or Arbitration without loss of pay, benefits or seniority. It is understood that all additional time will be compensated at straight time.

**ARTICLE 9 - 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 10 - UNION SECURITY AND DUES**

- 10.01 (a) Employees, occupying positions set out in the column headed "Position Title" Article 26.01, shall be required to pay an amount equivalent to the regular monthly union dues as determined from time-to-time, as a condition of employment.
- (b) The Employer shall deduct such dues from each pay of each Employee and remit such deduction to the Treasurer of CUPE, Local 905, not later than the 15th day of the month following. Such deductions so remitted shall be



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accompanied by a list of those Employees from whom such deductions have been made, the amount of each deduction and a total of all regular wages paid to Bargaining Unit Employees for the period, exclusive of overtime, premium and benefit costs.

**ARTICLE 11 - WAGES AND DIFFERENTIALS**

11.01 The Corporation agrees to maintain a Joint Job Evaluation Program, jointly agreed to by the Union and the Corporation, for the purposes of providing and maintaining the basis of an equitable wage structure, attached hereto, and forms a part of this Agreement.

**11.02 Wage Differentials**

A permanent full-time or part-time Employee specifically appointed by their Department Head or their designate to perform temporary duties in a higher rated position that is or is not subject to this Agreement shall:

- a) Be paid at the rate of the higher position for all hours worked in that position;
- b) If the Employee is temporarily assigned to a lower rated position, their rate of pay shall not be changed.

**ARTICLE 12 - JOB VACANCIES**

12.01 (a) Upon notification to the Union, the Corporation shall have up to four (4) weeks to determine whether a position shall be declared a vacancy and/or make any amendments to the existing position. The Corporation may choose to fill the position temporarily, the term of this temporary position shall be no longer than ten (10) weeks, unless extended by mutual agreement. Such agreement will not be unreasonably withheld.

- (b) The Corporation shall post for a minimum of ten (10) working days, a notice of a vacant position, indicating the Department, location, nature of the position, required qualifications, shift, and wage rate or range, in order that Employees may have the opportunity to make written applications to the Human Resources Representative for such positions. Such applications may be delivered to Human Resources office no later than end of business day on the closing date.



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**(c) Temporary Job Vacancies**

Temporary job vacancies shall be posted by the Corporation in accordance with the following provisions:

- (i) In the event of a temporary vacancy for any reason, with the exception of maternity leave, such vacancy may be filled at the discretion of the Corporation for a period not to exceed one (1) month. This period may be extended by mutual agreement that will not be unreasonably withheld;
- (ii) Notwithstanding subsection (i) above in the event of a maternity leave or where an Employee is able to provide written confirmation to the Corporation as confirmation that their absence will exceed one (1) month, the Corporation shall, upon receipt of same, immediately post such vacancy and shall select a successful candidate within ten (10) weeks.

**(d) Permanent Job Vacancies**

Permanent job vacancies shall be posted by the Corporation in accordance with the following provisions:

- (i) In the event of a permanent vacancy or new position in the Bargaining Unit, the Corporation shall post such position immediately and shall select a successful candidate within ten (10) weeks.

20.01 If no acceptable applications are received from Employees of the Corporation in response to any job posting or for any other reasonable delay in filling a position, nothing in this Article shall be construed as restricting the right of the Corporation to temporarily fill a position for a period not to exceed one (1) month until a new person can be selected. Such short-term assignments shall, whenever possible, be made in accordance with the provisions of Article 11.02.

12.02 It is understood that posted positions shall be filled from within the Bargaining Unit whenever possible.

12.03 It is agreed and understood that a new Employee may not bid for another job for at least six (6) months from the time of their initial appointment to a permanent classification unless the job would be a promotion. It is understood that the Employee will still be required to complete their probation regardless of a promotion during the probationary period.



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- 12.05 Notwithstanding Article 12.04 it is agreed and understood that a permanent Employee who has successfully applied for a temporary assignment is restricted from applying for further temporary assignments for a period of one (1) year, or the actual term of the temporary assignment, where the term is less than one (1) year unless the job would be a promotion.
- 12.06 External Advertising – Union positions shall not be simultaneously internally and externally advertised without the consent of both parties. External applications will be considered only when no qualified internal applicant applies.
- 12.07 It is agreed and understood that a permanent Employee who has been the successful candidate for another position and elects to invoke their right to return to their former position as per Article 16.06 is restricted from applying for further assignments for a period of six (6) months.
- 12.08 When a vacancy arises in the same position within three (3) months of the original posting date, reposting of the job is not required where there were additional applicants that were successful in the initial recruitment process, in accordance with Article 12.03.

**ARTICLE 13 - HOURS OF WORK AND OVERTIME**

**13.01 Hours of Work**

- (a) The normal workweek for full-time Employees in positions classified in wage grades 1 through 18 as per Article 26, shall consist of thirty-five (35) hours per week. The normal workday shall consist of seven (7) hours, excluding the lunch period. The normal hours of work, with the exception of the Employees in positions listed in “Schedule C” shall be between 8:30 a.m. and 4:30 p.m., Monday to Friday, with a one (1) hour unpaid lunch break subject to the understanding that such lunch period will not unduly interfere with the efficient operation of the Corporation. It is understood and agreed that Employees prevented from completing their lunch period shall be permitted to extend said period to provide one (1) full hour.
- (b) The normal workweek for full-time Employees in positions classified in wage grades A through L as per Article 26, except for Crossing Guards shall be forty (40) hours per week, eight (8) hours per day, excluding the lunch period within a maximum of nine (9) hours.



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It is understood that there will be no scheduled split shifts.

The Corporation will make every reasonable effort to schedule weekend work for Facility Operations staff equally on a rotating basis amongst all staff.

- (c) The daily hours for a School Crossing Guard shall be based on a minimum of three hours or actual hours worked, whichever is greater. The hours of work are subject to change as determined by the individual schools.
- (d) Changes in starting and/or quitting times shall only be made through mutual agreement of the Parties.
- (e) The hours of work for Employees who are required to work varying shifts shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in an accessible manner and will not be changed without the mutual consent of the Employee and Supervisor. The Union shall receive a copy of the said schedules on request.
- (f) It is expressly understood that the provisions of this Article shall not constitute a guarantee of working schedules and/or starting/quitting times.

**13.02 Overtime**

Overtime, for full-time Employees, means time worked in excess of the normal workday and/or workweek, as specified in Article 13.01. Overtime shall be paid at the rate of time and one-half (1-1/2) the Employee's regular straight time rate for all overtime hours worked, with the exception of hours worked on Sunday, which shall be at the rate of two (2) times the regular straight time rate. This provision shall not apply to Employees required to work Saturdays and Sundays as part of the normal workweek unless it is their regularly scheduled day off or they agree to stay beyond their regularly scheduled hours.

In the event an Employee is receiving a wage differential in accordance with Article 11, all overtime worked in the higher paid position will be calculated at the wage differential received, and in accordance with Article 11.02.

Overtime, for part-time Employees, shall mean time worked in excess of the basic hours of work for the equivalent full-time classification (i.e. 7 hours per day or 8 hours per day or 35 hours or 40 hours per week).

All overtime requested by management shall be offered equally among the qualified, permanent Employees.



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**13.03      Lieu Time**

- a) However, at the election of the Employee, time off with pay equal to the number of overtime hours worked at the prevailing overtime rate may be substituted in lieu of overtime pay, at a time suitable to the Corporation and the Employee. A total of 105 hours, for Employees whose normal hours of work are 35 hours per week, or 120 hours, for Employees who normal hours of work are 40 hours per week, per calendar year may be deferred in such manner and used no later than March 31<sup>st</sup> of the following year.
  
- b) Any deferred days as set out in subsection (i) of this Article not requested for a pay out or used as lieu time by March 31<sup>st</sup>, shall be paid out to eligible Employees no later than April 30<sup>th</sup> in each calendar year.

**13.04      Meal Allowance**

An Employee who is required to work three (3) or more hours overtime immediately prior to or following that day's regularly scheduled shift shall be provided a meal allowance of fifteen dollars (\$15.00).

**13.05      Break Periods**

Employees shall be permitted one (1) fifteen (15) minute paid rest period when scheduled for three (3) or more hours, and if scheduled to work for more than five (5) consecutive hours, Employees shall receive a second fifteen (15) minute paid rest period. The time at which the rest period is taken will be approved by the Employee's Supervisor. Paid rest periods must be taken prior to the final fifteen (15) minutes of a shift.

An Employee scheduled to work more than five (5) consecutive hours shall receive an unpaid meal period.

**13.06      Call Back**

Notwithstanding the provisions of Article 13.02, an Employee who has left the Corporation's premises, having worked their regular shift, and who is called into work outside of their regular scheduled hours shall be paid overtime for all such additional hours worked or two (2) hours at their regular rate of pay, whichever is greater.

**13.07      Shift Premiums**

The Employer agrees to pay a shift premium of \$1.50 per hour to Employees for each hour worked between the hours of 17:00 and 06:00. Overtime and premium payments will not pyramid under any circumstances.

**13.08** It is understood and agreed that Employees working regular shifts shall have a minimum of eight (8) hours off before again being required to report to work.



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**13.09 Stand-by**

The option to invoke the stand-by provisions is at the sole discretion of management. Employees will be assigned to stand-by on a rotational basis with a schedule provided at least 30 days in advance. In the event an Employee is unable to be on standby as scheduled; they must either make arrangements to switch with another Employee, or will forfeit that standby shift.

The Employee on stand-by will be paid three (3) hours at their regular rate of pay for each day they are on stand-by. In addition to this stand-by pay, the Employee, if called out, will receive a minimum of three (3) hours at the appropriate overtime rate. All further call outs for the same issue will be paid at the regular overtime rate only for hours worked.

In the case of a statutory holiday the Employee will receive their regular day's pay for the statutory holiday, plus three (3) hours at their regular rate of pay for being on stand-by, plus two (2) times their regular rate of pay, for a minimum of three (3) hours if called out. All further call outs for the same issue will be paid at the regular overtime rate only for hours worked.

**ARTICLE 14 - PAID HOLIDAYS & FLOATING HOLIDAY**

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

New Year's Day	Family Day
Victoria Day	Good Friday
Easter Monday	Canada Day
Civic Holiday	Labour Day
National Day of Truth and Reconciliation	
Thanksgiving Day	½ Day Christmas Eve
Christmas Day	Boxing Day
½ Day New Year's Eve	

(b) Payment for such holidays will be based on the Employee's regular hourly rate multiplied by the number of hours they would normally have worked on such day. Part-time Employees holiday pay shall be based on the average of hours worked per shift. (Total hours in previous for (4) weeks divided by the number of shifts during the same period = average hours worked per shift).

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



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the Corporation as the day of observance of such holiday.

- (d) Crossing Guards will be paid for those Paid Holidays that fall within the school year. Crossing Guards will not be paid for Paid Holidays that fall within the Summer Lay-off period, as per Article 16.04. Crossing Guards are not entitled to the Floating Holiday.

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

14.03 An Employee required to work on a paid holiday (with the exception of the floating holiday) as part of their normal scheduled shift shall receive one and one-half (1-1/2) times their regular rate of pay, plus their regular day's pay or one-and-one-half (1-1/2) days off in lieu at their choice.

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

- a) Floating Holiday shall be taken during the calendar year in which it is awarded,
- b) Failure to take the Floating Holiday during the calendar year forfeits all entitlement to the holiday,
- c) Employees are entitled to a Floating Holiday after successful completion of the probation period.

## **ARTICLE 15 - VACATIONS**

15.01 Employees shall be entitled to the following annual vacations with pay. (Permanent part-time Employees will receive their vacation entitlement on a pro rata basis.)

- a) Vacation entitlements shall be based on years of service as of January 1<sup>st</sup> of each year.
- b) Employees with less than one (1) year of service will accrue vacation from the date of hire, at the rate of 1 day per month to a maximum of twelve (12) days.
- c) As of January 1<sup>st</sup> of any year:



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Years of Service	Days based on a 5-day work week	Based on a 35-hour work week	Based on a 40-hour work week
Less than 1 Year	1 day per month, to a maximum of 12 days	7 hours per month worked to a maximum of 84 hours	8 hours per month worked to a maximum of 96 hours
After 1 years	12 days	84	96
After 2 years	15 days	105	120
After 3 years	15 days	105	120
After 4 years	15 days	105	120
After 5 years	16 days	112	128
After 6 years	17 days	119	136
After 7 years	18 days	126	144
After 8 years	19 days	133	152
After 9 years	20 days	140	160
After 10 years	21 days	147	168
After 11 years	22 days	154	176
After 12 years	23 days	161	184
After 13 years	24 days	168	192
After 14 years	25 days	175	200
After 15 years	26 days	182	208
After 16 years	26 days	182	208
After 17 years	27 days	189	216
After 18 years	27 days	189	216
After 19 years	28 days	196	224
After 20 years	28 days	196	224
After 21 years	29 days	203	232
After 22 years	29 days	203	232
After 23 years	30 days	210	240
After 24 years	30 days	210	240
After 25 years	30 days	210	240 maximum

Letter of Agreement for transition that current Employees will not receive a lesser benefit than a newly hired Employee in their first year of service.

**15.02 Vacation Carryover**

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



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- (a) An Employee is permitted to postpone part of their annual vacation entitlement provided the Employee uses the lesser of their annual entitlement or their ESA entitlement; and the total vacation carryover may not exceed ten (10) days. Under extenuating circumstances, an Employee may, with the approval of their Supervisor/ Manager, carry forward into the next year an additional five (5) unused vacation days.
- (b) An Employee may make a written request carryover more than fifteen (15) days for specific use. Details of the specific reason for this carryover must be provided at the time of the request and must contain the expected dates the vacation shall be taken. The approval of such request shall be at the discretion of the Department Head.
- (c) Any additional days or hours beyond the cap of fifteen (15) days shall be paid out in January of the following year at the Employee's regular, current rate of pay.
- (d) Where a Manager requests, and the Employee agrees to the postponement of all or part of the Employee's vacation, that period shall be in addition to the time specified in paragraph (a) above.

**15.03 Leave for Illness In Lieu of Vacation**

When an Employee on a scheduled period of vacation is hospitalized for one week or more of such vacation as a result of serious illness or accident, such Employee shall be entitled to claim leave-for-illness in lieu of vacation for such days of illness provided that written notice is given to the Human Resources Representative at the commencement of illness and subsequent hospital verification and a Doctor's certificate verifying the length of illness is provided on the Employee's return to work. Any vacation entitlement remaining shall be rescheduled to be taken prior to the end of the vacation year, subject to operational requirements and the approval of the immediate supervisor and Department Head.

15.04 In the event that a holiday falls within the vacation period of an Employee who has completed their probationary period, the day remains a vacation entitlement to be taken on another day requested by the Employee as per Article 15.

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



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- 15.06 Vacation requests received by November 15<sup>th</sup>, as per Article 15.05, for the Peak period for vacation (mid-April to mid-September), a vacation request of a minimum of four (4) consecutive days will take priority over a request for one (1) day.
- 15.07 Employees who fail to give notice of vacation preference by November 15<sup>th</sup> shall be granted vacation, considering vacation dates confirmed by December 15<sup>th</sup>, on a first come, first served basis, and such vacation request will be confirmed or denied within two (2) weeks of application.
- 15.08 Paid vacation credits will not accrue while an Employee is absent from work on unpaid leave of absence in excess of thirty (30) calendar days.
- 15.09 An Employee, on cessation of employment for either medical or personal reasons, shall receive their vacation entitlement on a pro rata basis.
- 15.10 Crossing Guards are entitled to the following time off with pay in lieu of vacation entitlements in Article 15.01 for the following school closures:
- (a) Inclement weather
  - (b) P.A. / P.D. Days falling outside of the Summer Layoff period as per Article 16.04
  - (c) "Mid-Winter-Break"
  - (d) "Christmas/Winter-Break"

**ARTICLE 16 - SENIORITY**

- 16.01 Seniority as referred to in this Agreement shall mean length of service from date of last hire in the employ of the Corporation and shall be on a Bargaining Unit wide basis.
- 16.02 Seniority lists maintained by the Employer shall be revised each six (6) months and a copy sent to the Union and posted on staff bulletin boards.
- Seniority lists, including Employee addresses, personal email addresses and phone numbers maintained by the Employer shall be shared every six (6) months to CUPE Local 905.03 Unit Chair and Recording Secretary.
- 16.03 An Employee's seniority shall be frozen if they are absent from work because of lay-off or leave of absence that is unpaid but is approved by the Employer. An Employee shall not lose, and shall continue to accumulate, seniority if they are absent due to sickness, accident or approved paid leave of absence.



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**16.04 Lay-off and Recall**

(a) Notice and Consultation with Union

In the event of a proposed layoff the Employer shall meet with the Union as far in advance as possible, to discuss the reasons/rationale such layoffs.

(b) Lay-off

In the event of a lay-off:

- (i) Employees to be laid off will be provided with notice in accordance with the Employment Standards Act. The Employer will meet with the union to communicate reasons for lay-off, expected duration, and affected Employees.
- (ii) Employees shall be laid off in reverse order of their seniority provided they have the qualifications and ability to do the work remaining.
- (iii) An Employee being laid off may accept the lay-off or be transferred into a position the Corporation has declared vacant, provided they have the qualifications and ability to do the work, or be entitled to displace any Employee in the bargaining unit who has less seniority in the same wage grade or a lower wage grade, provided they have the qualifications and ability to do the work.
- (iv) An Employee who elects to bump into a position in a lower wage grade will be paid the full wage rate of the position as per Article 26.01.
- (v) No Employee shall be laid off while casual, seasonal, sessional or contract Employees remain employed in the same classification.

Recall:

- (i) Employees shall be recalled in the order of their seniority provided they have the qualifications and ability to do the work.
- (ii) An Employee may be recalled into a higher-paying job classification only if they have been previously classified in, and have demonstrated satisfactory performance in, such classification with the Corporation.
- (iii) The posting provisions of this Collective Agreement shall be suspended for the purposes of recalling laid off Employees.



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Full-time Employees will not be laid off by reason of duties being assigned to one or more part-time Employees.

Crossing Guards will be laid off without pay at the conclusion of their working day on the last day of the school year and will be recalled to start on the first day of the new school year.

Any Crossing Guard not recalled will be provided with notice and severance as required by the *Employment Standards Act, 2000*.

The school year will be determined by the individual school boards. Crossing Guards are assigned as specific school crossing and will not be transferred to an alternate crossing except in the case where a Crossing Guard requests transfer to a vacant position.

**16.05 Promotions and Transfers**

Promotions and transfers to jobs other than supervisory positions shall be based upon the following factors:

- (a) qualifications, demonstrated performance, experience, skills and ability, and;
- (b) seniority.

Where the factors set out in (a) are relatively equal, seniority shall govern.

**16.06 Trial Period**

The successful applicant shall be placed in the vacancy or new position for a trial period not exceeding two (2) calendar months. During the trial period, the Employee shall be paid the full rate of pay for the job classification. If during the trial period, the Employee proves unsatisfactory or makes a request to be returned to their former position, they will be returned to their former position and rate of pay without loss of seniority, as will any other Employee in the Bargaining Unit who was promoted or transferred by reason of the original filling of the vacancy or new position. Any applicants for the original posting will then be given consideration in accordance with Article 16.05. If there are no qualified applicants, then the position would be reposted.

16.07 The Unit Chair of the Georgina Municipal Unit of CUPE, Local 905 shall be notified within two (2) working days of all appointments, hirings, lay-offs, promotions, transfers, recalls and terminations of employment and all transitions to and/or from the Bargaining Unit. When a vacancy occurs, or a new position is created within



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the Bargaining Unit, the Employer shall notify the Union in writing.

**ARTICLE 17 - LEAVE OF ABSENCE**

**17.01 Leave of Absence Without Pay**

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

**17.02 Bereavement Leave**

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

- (a) Up to five (5) days for spouse/partner, (common-law spouse) or child (stepchild), father, mother (or said step-relative or in-law),
- (b) Up to three (3) days for, brother, sister, grandchild, grandparent (or said step-relative) of the Employee or the Employee's spouse/partner (in-law);
- (c) Up to one (1) day for attending the funeral of an aunt, uncle, niece or nephew (or said step-relative) of the Employee or the Employee's spouse/partner or to act as a pallbearer.

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

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

When attending a funeral as outlined above and the burial occurs outside the Province or more than 800 kilometres from the Employee's residence, such leave shall include reasonable travelling time, not to exceed four (4) additional days.

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



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

**17.03 Serious Illness Leave**

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

In the event of a serious illness of any family member as outlined in 17.02, approval must be granted in advance by the Employee's Department Head. Approval for paid days, when granted, will not exceed ten (10) days total in a calendar year.

**17.04 Personal Leave**

(a) Employees are entitled to Personal Leave after successful completion of the probation period.

Personal Leave is to enable an Employee to be absent from employment for a maximum of 42 hours for those regularly scheduled for 7 hour shifts or 48 hours for those regularly scheduled for 8 hours shifts per calendar year, non-cumulative, without loss of wages or benefits, for the following reasons:

- i) Unanticipated emergency-related incidents;
  - ii) Health-related appointments of the of the Employee, the Employee's spouse, parent, parent in-law, child or dependent, which prevents the Employee for reporting to work or requires them to leave the workplace early;
  - iii) Dependent care (for an Employee's child, parent, parent in-law, or spouse);
  - iv) For religious or ethno-cultural observances.
- (b) For Employees whose normal work week is less than 35 hours per week, their absence from employment for personal leave will be on a pro rata basis.
- (c) Personal leave may be taken in hourly increments.
- (d) During the first year of employment, an Employee's personal leave shall be prorated based on their start date.



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- (e) It is understood that Employees will make their best efforts to schedule medical appointments outside of their working hours.
- (f) In order to be eligible for personal leave, the Employee must inform their respective Supervisor or designate of their need for personal leave, and wherever possible, prior to the commencement of the workday or unless notification cannot reasonably be given and/or where notification has been provided for the length of absence. In the event that such notification cannot reasonably be given within this period, such Employee must notify, or cause notification to be given, at the earlier reasonable opportunity. Where the Employee is negligent in notifying the Corporation of their absence, the Employee's absence will be without pay.

**17.05 Birth Adoption Leave**

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

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

**17.06 Leave for Union Business**

- a) The Corporation agrees to grant leave of absence without loss of seniority for Union business to not more than two (2) Employees from each department, on any one day(s), selected by the Union to attend conventions or conferences or training. It is understood however, that the cumulative total of leave of absence granted under this section shall not exceed fifty (50) days in any calendar year and that request for such leaves of absence shall be made in writing to their immediate Supervisor at least three (3) in advance of such leave. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) days of receipt of the request. It is understood by the parties that less than three (3) weeks' notice may be accepted in exceptional circumstances.

The Unit Chair or their designate, the Steward and the Grievor shall also be permitted to utilize the fifty (50) Union leave days in order to take a reasonable amount of time with pay to prepare for mediation or arbitration, with requests being made directly to Human Resources and copy their immediate Supervisor.



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In addition, to the above, each member of the Union negotiating committee shall be allowed two (2) days leave of absence with pay to prepare for negotiations.

In addition, when the Unit Chair for 905.26 comes from Local 905.03 the Unit Chair will be permitted two (2) days leave of absence with pay to prepare for negotiations not to be counted against the 905.03 union days.

It is agreed and understood by the parties that the Corporation shall invoice the Union and the Union shall forthwith provide full reimbursement to the Corporation.

- b) Where an Employee who is elected or appointed to a full-time or part-time office, or employment with CUPE Local 905 or CUPE National or CUPE Ontario, the Employer will consider a request for an extended leave of absence for such Employee and the Employer may grant such leave of absence without loss of seniority. Such leave shall not be unreasonably denied. The Employer shall pay the Employee's wages and benefits during such leave, and may be required to top up the salary/Grade/level, to that which is assigned by the 905 Executive Board. However, it is agreed and understood by the parties that the Employer shall invoice the Union and Union shall forthwith provide full reimbursement to the Employer.
- c) Upon thirty (30) days written notice, the Employee shall be returned to their former position or to a position comparable to which they were employed before taking office. It is understood the Employer may fill the position with a temporary Employee for the length of the leave.

**17.07 Jury Leave**

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



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

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

Extended Health and Dental  
Group Life Insurance

- (b) Payment may be made to the Corporation by way of post-dated cheques dated the first day of each month. The effective date of all benefits provided by the Corporation shall be on the basis as those on commencement or termination of employment.
- (c) The provisions of this Article shall not be applicable to those Employees on Workplace Safety and Insurance leave or Employees on protected leaves of absence, as defined by the *Employment Standards Act, 2000*.

**17.09 Pregnancy Leave**

- (a) **Service Requirements**  
An Employee shall qualify for pregnancy leave in accordance with the Employment Standards Act, as amended. The Employer shall not deny the pregnant Employee the right to continue employment during pregnancy, unless the Employee is unable to perform her duties as certified by her physician.

- (b) **Length of Pregnancy Leave**

Pregnancy leave shall cover a period of seventeen (17) weeks in accordance with the *Employment Standards Act*. Where a doctor's certificate is provided stating a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of two (2) years shall be allowed.

**17.10 Parental Leave**

Parental leave shall be granted to eligible Employees, pursuant to the Employment Standards Act, and where the Employee is the parent of a child, following the birth of the child or the coming of the child into the Employee's custody, care and control



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for the first time. Parental leave shall end thirty-five (35) weeks after it began, if the Employee also took pregnancy leave, and thirty-seven (37) weeks after it began, otherwise.

**17.11 Citizenship**

When an Employee is scheduled to take the oath of citizenship or attend any other ceremony related to the Employee becoming a Canadian citizen, they shall be granted one (1) day leave without loss of wages or benefits.

**ARTICLE 18 - EMPLOYEE BENEFITS**

18.01 Full-time Employees, who meet the eligibility criteria under the Ontario Municipal Employees Retirement System (OMERS), shall join OMERS upon commencement of employment. The Employer and the Employee shall make contributions in accordance with the provisions of OMERS.

Part-time Employees who meet the eligibility criteria under the Ontario Municipal Employees Retirement System shall have the option to join OMERS upon commencement of employment. The Employer and Employee shall make contributions in accordance with the provisions of OMERS.

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

18.03 The Corporation agrees to maintain and make available an Extended Health & Dental Plan equivalent to those plans agreed to at the date of ratification of this Collective Agreement.

18.04 A permanent part-time Employee employed by the Corporation for a period of less than twenty-four (24) hours of the normal work week on a continuous basis is eligible for Extended Health and Dental benefits with the Corporation paying sixty percent (60%) of the premiums and the Employee paying forty percent (40%) of the premiums for such benefits.

**18.05 Early Retirement**

An Employee under age sixty-five (65) who has at least twenty (20) years of continuous service from the last date of hire with the Town of Georgina and who retires prior to normal retirement age under the OMERS Pension Plan, will continue



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to receive Dental and Extended Health Benefits, plus Life Insurance coverage, with the Corporation paying one hundred percent (100%) of the premiums for such benefits. This coverage will continue for a maximum of ten (10) years or age sixty-five (65), whichever comes first, subject to the termination provisions of the Group policy.

**18.06 Employee Benefits**

In the event that the Employer changes carriers within the term of the Collective Agreement, the benefit coverage levels will not, in any manner or item, be reduced.

**ARTICLE 19 - SERVICE RECOGNITION**

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

**Rules of Application**

- (a) Years of Service shall be calculated on the Employee's anniversary date, being the date of commencement with the Corporation;
- (b) Awards shall be paid to the Employee within thirty (30) days of the anniversary date.
- (c) Awards shall be calculated in one (1) year increments, as the following schedule will clarify:

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



## ARTICLE 20 - DISCHARGE and DISCIPLINE

### 20.01 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, paid leave of absence approved by the Employer.

An Employee shall lose seniority and their employment shall be deemed terminated and will cease to be employed by the Corporation in the event of the Employee:

- a) resigns;
- b) is discharged for cause and is not reinstated;
- c) is absent from work for more than three (3) consecutive scheduled shifts without notifying the Employer, unless such notice was not reasonably possible;
- d) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing;
- e) fails to return to work within eight (8) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other reasonable cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address;
- f) is laid off for a period no longer than two (2) years;
- g) is absent from work for any reason for a period longer than thirty (30) consecutive months.

### 20.02

#### (a) Access to Personnel File

An Employee shall have the right upon giving one (1) working day notice, to have access to and review their personnel record in the presence of a Human Resources Representative and shall have the right to respond in writing to any document that they were not aware of, contained therein with the right to grieve subject to the provision of Section 7.03.

Employees shall be notified prior to the introduction of any new document of a disciplinary nature to their personnel files and shall have the right to review the document before it is introduced to their file.



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

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

(b) **Discipline Letters**

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

(c) **Removal of Discipline**

The Corporation shall remove any notations of a reprimand or written disciplinary action from the Employee's record after eighteen (18) months from the date of the discipline, provided the Employee has not received a further discipline notation for the same or similar type of infraction.

It is agreed that notations of reprimand, Counselling Letters or Letters of Expectation are not disciplinary in nature and will be removed from the Employee's file twenty-four (24) months from the date of the letter.

20.03

- (a) Where meetings are disciplinary in nature the Employee shall have the right to a Steward in attendance. The Employer will notify the Unit Chair or Vice Chair in advance of any disciplinary or discharge meetings.
- (b) All notice of suspension, discipline or discharge will be done in person, where practicable.
- (c) Where an Employee declines to exercise their right to Union representation the Employer shall obtain dated and signed documentation of such refusal.

## **ARTICLE 21 - TECHNOLOGICAL CHANGE**

21.01 It is agreed that no Employee will be laid off as a result of technological change. Any Employee whose position may be affected by technological change shall be given the opportunity of being retrained.

21.02 For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Employer in the manner in which



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it carries out its operations for services where such change or changes affects the terms and conditions or security of employment of members of the Bargaining Unit or alters the basis on which this Agreement was negotiated.

21.03 The Employer agrees that it will notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made when considering technological changes.

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

**ARTICLE 22 – GENERAL**

22.01 Correspondence arising under the provisions of this Agreement shall be in writing and shall be sufficient if sent by email addressed, if to the Union, to the Unit Chair and Vice Chair of the Georgina Municipal Unit of Local 905 and, if to the Corporation, to the Administrator.

**22.02 Mileage**

When an Employee uses their privately owned motor vehicle on Corporation business, they will receive mileage in accordance with the CRA Guidelines. Each Employee who is compensated shall be required to submit a statement indicating the origin and destination of each trip and the purpose of the trip.

**22.03 Bulletin Boards**

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

**22.04 New Job Positions**

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

(b) When the Corporation creates a new job position within the Bargaining Unit, the Joint Job Evaluation Committee shall evaluate the position in



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accordance with the Job Evaluation Program identified as Schedule D to this Agreement.

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

22.06 The Union and the Corporation desire every Employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Corporation shall print the Agreement as soon as possible after the date on which it is signed and issue a copy to each Employee and the cost for the same shall be shared equally by both parties.

**22.07 Employee Address Change**

The Employee shall notify the Employer of any change in the Employee's address or change in dependant status within one week of any such change. The Employee or the Union shall save the Employer harmless in any action resulting from the Employee not making the required changes in records as noted above.

Failure to notify the Employer as above shall not result in any disciplinary action.

**22.08 Medical Certificate Reimbursement**

The Employer shall reimburse the cost incurred by an Employee as a result of a request for medical documentation by the Employer up to a maximum of twenty-five dollars (\$25.00) for medical certificates and fifty dollars (\$50.00) for Functional Ability Forms.

**ARTICLE 23 - TERMINATION OF AGREEMENT**

23.01 This Agreement shall continue in effect from April 1, 2021 to March 31, 2025 and shall continue automatically thereafter for annual periods each of one (1) year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

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

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



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**ARTICLE 24 - MERGER AND AMALGAMATION**

24.01 In the event that the Employer may merge or amalgamate with another body, the Employer shall notify the Union and the affected Employees as soon as they are reasonably able, recognizing that such notice may be delayed where confidentiality is initially required.

24.02 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.

24.03 Where possible, the Employer agrees that in the event the Employer merges, or amalgamates with any other body, that it shall use its best efforts, to the extent that it is within the control of the Corporation, to obtain an Agreement that will preserve the following rights of its Employees:

- a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
- b) Full-service credits with respect to vacations with pay and all other negotiated benefits;
- c) That the work and services performed by members of the Canadian Union of Public Employees Local 905 shall continue to be performed by such members in the employ of the new Employer;
- d) That Employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
- e) That no Employee shall suffer loss of employment as a result of such merger;
- f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.



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**ARTICLE 25 - ANCILLARY DOCUMENTS**

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

The parties, by their signatures below, attest that the Collective Agreement has been ratified by both parties, with Council having ratified on the 13<sup>th</sup> day of July, 2022.

**FOR THE UNION**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*D. Aristo*

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**FOR THE EMPLOYER**

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*D. Boffert*

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**ARTICLE 26 - WAGE AND JOB CLASSIFICATION ADMINISTRATION  
26.01 Wages and Classification**

**CUPE MUNICIPAL WAGE SCALES**

Job #	Wage Grade	Position Title	April 1, 2020		April 1, 2021 1.75%		April 1, 2022 2.80%		April 1, 2023 2.00%		April 1, 2024 2.00%	
			90%	100%	90%	100%	90%	100%	90%	100%	90%	100%
MU38	18	Senior Policy Planner	\$40.59	\$45.09	\$41.30	\$45.88	\$42.46	\$47.16	\$43.31	\$48.10	\$44.18	\$49.06
MU31	18	Capital Asset Accountant	\$40.59	\$45.09	\$41.30	\$45.88	\$42.46	\$47.16	\$43.31	\$48.10	\$44.18	\$49.06
MU109	18	Senior Development Planner	\$40.59	\$45.09	\$41.30	\$45.88	\$42.46	\$47.16	\$43.31	\$48.10	\$44.18	\$49.06
MU112	18	Senior Landscape Architect	\$40.59	\$45.09	\$41.30	\$45.88	\$42.46	\$47.16	\$43.31	\$48.10	\$44.18	\$49.06
MU116	18	Senior Development Engineering Technologist	\$40.59	\$45.09	\$41.30	\$45.88	\$42.46	\$47.16	\$43.31	\$48.10	\$44.18	\$49.06
MU37	17	Development Engineering Technologist	\$39.09	\$43.43	\$39.77	\$44.19	\$40.88	\$45.43	\$41.70	\$46.34	\$42.53	\$47.27
MU6	17	Planner II	\$39.09	\$43.43	\$39.77	\$44.19	\$40.88	\$45.43	\$41.70	\$46.34	\$42.53	\$47.27
MU41	16	Plumbing/Building Inspector	\$37.98	\$42.20	\$38.64	\$42.94	\$39.72	\$44.14	\$40.51	\$45.02	\$41.32	\$45.92
MU8	16	Building Inspector	\$37.98	\$42.20	\$38.64	\$42.94	\$39.72	\$44.14	\$40.51	\$45.02	\$41.32	\$45.92
MU105	16	Business Applications Analyst	\$37.98	\$42.20	\$38.64	\$42.94	\$39.72	\$44.14	\$40.51	\$45.02	\$41.32	\$45.92
MU106	16	IT Client Services Lead	\$37.98	\$42.20	\$38.64	\$42.94	\$39.72	\$44.14	\$40.51	\$45.02	\$41.32	\$45.92
MU39	16	Building Plans Examiner	\$37.98	\$42.20	\$38.64	\$42.94	\$39.72	\$44.14	\$40.51	\$45.02	\$41.32	\$45.92
MU107	15	Asset Management Specialist	\$36.85	\$40.94	\$37.49	\$41.66	\$38.54	\$42.83	\$39.31	\$43.69	\$40.10	\$44.56
MU87	15	GIS/IT Systems Analyst	\$36.85	\$40.94	\$37.49	\$41.66	\$38.54	\$42.83	\$39.31	\$43.69	\$40.10	\$44.56
MU61	15	IT Systems Analyst	\$36.85	\$40.94	\$37.49	\$41.66	\$38.54	\$42.83	\$39.31	\$43.69	\$40.10	\$44.56
MU40	15	Zoning Examiner	\$36.85	\$40.94	\$37.49	\$41.66	\$38.54	\$42.83	\$39.31	\$43.69	\$40.10	\$44.56
MU104	15	Data Analyst, GIS	\$36.85	\$40.94	\$37.49	\$41.66	\$38.54	\$42.83	\$39.31	\$43.69	\$40.10	\$44.56
MU70	14	Development Inspector	\$35.74	\$39.71	\$36.37	\$40.40	\$37.39	\$41.53	\$38.14	\$42.36	\$38.90	\$43.21



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MU2	14	Municipal Law Enforcement Officer II	\$35.74	\$39.71	\$36.37	\$40.40	\$37.39	\$41.53	\$38.14	\$42.36	\$38.90	\$43.21
MU102	14	Records & Information Coordinator	\$35.74	\$39.71	\$36.37	\$40.40	\$37.39	\$41.53	\$38.14	\$42.36	\$38.90	\$43.21
MU108	14	Engineering Technologist, Capital Delivery	\$35.74	\$39.71	\$36.37	\$40.40	\$37.39	\$41.53	\$38.14	\$42.36	\$38.90	\$43.21
MU96	13	DWQMS Compliance Officer	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU80	13	Economic Development Officer	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU95	13	Multimedia/Communications Specialist	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU10	13	Planner 1	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU77	13	Procurement Advisor	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU30	13	Recreation Programmer	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU73	13	Financial Analyst	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU18	12	Municipal Law Enforcement Officer I	\$33.52	\$37.24	\$34.11	\$37.89	\$35.07	\$38.95	\$35.77	\$39.73	\$36.49	\$40.52
MU83	12	Program Coordinator, The Link	\$33.52	\$37.24	\$34.11	\$37.89	\$35.07	\$38.95	\$35.77	\$39.73	\$36.49	\$40.52
MU65	12	Tax Collections Officer	\$33.52	\$37.24	\$34.11	\$37.89	\$35.07	\$38.95	\$35.77	\$39.73	\$36.49	\$40.52
MU15	12	Accounting Coordinator	\$33.52	\$37.24	\$34.11	\$37.89	\$35.07	\$38.95	\$35.77	\$39.73	\$36.49	\$40.52
MU110	12	Jr Development Engineering Inspector	\$33.52	\$37.24	\$34.11	\$37.89	\$35.07	\$38.95	\$35.77	\$39.73	\$36.49	\$40.52
MU115	12	Team Lead, Service Georgina	\$33.52	\$37.24	\$34.11	\$37.89	\$35.07	\$38.95	\$35.77	\$39.73	\$36.49	\$40.52
MU43	11	Application Examiner	\$32.39	\$35.99	\$32.96	\$36.62	\$33.88	\$37.65	\$34.56	\$38.40	\$35.25	\$39.17
MU57	11	Aquatics Programmer	\$32.39	\$35.99	\$32.96	\$36.62	\$33.88	\$37.65	\$34.56	\$38.40	\$35.25	\$39.17
MU53	11	Clerk Services Coordinator	\$32.39	\$35.99	\$32.96	\$36.62	\$33.88	\$37.65	\$34.56	\$38.40	\$35.25	\$39.17
MU1	11	Licensing Coordinator	\$32.39	\$35.99	\$32.96	\$36.62	\$33.88	\$37.65	\$34.56	\$38.40	\$35.25	\$39.17
MU24	11	Marketing and Promotions Coordinator, Rec & Culture	\$32.39	\$35.99	\$32.96	\$36.62	\$33.88	\$37.65	\$34.56	\$38.40	\$35.25	\$39.17
MU3	11	Secretary Treasurer Committee of Adjustment	\$32.39	\$35.99	\$32.96	\$36.62	\$33.88	\$37.65	\$34.56	\$38.40	\$35.25	\$39.17
MU63	11	Theatre Services Coordinator	\$32.39	\$35.99	\$32.96	\$36.62	\$33.88	\$37.65	\$34.56	\$38.40	\$35.25	\$39.17
MU67	10	Committee Services Coordinator	\$31.28	\$34.75	\$31.83	\$35.36	\$32.72	\$36.35	\$33.37	\$37.08	\$34.04	\$37.82



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MU4	10	Council Services Coordinator	\$31.28	\$34.75	\$31.83	\$35.36	\$32.72	\$36.35	\$33.37	\$37.08	\$34.04	\$37.82
MU71	10	Partnership Coordinator, Eco. & Tourism Development	\$31.28	\$34.75	\$31.83	\$35.36	\$32.72	\$36.35	\$33.37	\$37.08	\$34.04	\$37.82
MU88	10	Graphic Designer	\$31.28	\$34.75	\$31.83	\$35.36	\$32.72	\$36.35	\$33.37	\$37.08	\$34.04	\$37.82
MU99	10	Marketing and Promotions Coordinator	\$31.28	\$34.75	\$31.83	\$35.36	\$32.72	\$36.35	\$33.37	\$37.08	\$34.04	\$37.82
MU34	10	Planning Technician	\$31.28	\$34.75	\$31.83	\$35.36	\$32.72	\$36.35	\$33.37	\$37.08	\$34.04	\$37.82
MU25	10	Water and Sewer Billing Coordinator	\$31.28	\$34.75	\$31.83	\$35.36	\$32.72	\$36.35	\$33.37	\$37.08	\$34.04	\$37.82
MU94	9	Development Engineering Clerk	\$30.14	\$33.49	\$30.67	\$34.08	\$31.53	\$35.03	\$32.16	\$35.73	\$32.80	\$36.44
MU26	9	MLE Administrative Assistant	\$30.14	\$33.49	\$30.67	\$34.08	\$31.53	\$35.03	\$32.16	\$35.73	\$32.80	\$36.44
MU5	9	Planning Clerk	\$30.14	\$33.49	\$30.67	\$34.08	\$31.53	\$35.03	\$32.16	\$35.73	\$32.80	\$36.44
MU19	9	Procurement Assistant	\$30.14	\$33.49	\$30.67	\$34.08	\$31.53	\$35.03	\$32.16	\$35.73	\$32.80	\$36.44
MU74	9	Coordinator, Heritage	\$30.14	\$33.49	\$30.67	\$34.08	\$31.53	\$35.03	\$32.16	\$35.73	\$32.80	\$36.44
MU59	9	Payroll Assistant	\$30.14	\$33.49	\$30.67	\$34.08	\$31.53	\$35.03	\$32.16	\$35.73	\$32.80	\$36.44
MU93	8	Associate, Service Georgina	\$29.01	\$32.23	\$29.52	\$32.79	\$30.35	\$33.71	\$30.96	\$34.38	\$31.58	\$35.07
MU100	8	Administrative Assistant – Operations & Infrastructure	\$29.01	\$32.23	\$29.52	\$32.79	\$30.35	\$33.71	\$30.96	\$34.38	\$31.58	\$35.07
MU111	8	Associate, Revenue	\$29.01	\$32.23	\$29.52	\$32.79	\$30.35	\$33.71	\$30.96	\$34.38	\$31.58	\$35.07
MU113	8	O & I Clerk	\$29.01	\$32.23	\$29.52	\$32.79	\$30.35	\$33.71	\$30.96	\$34.38	\$31.58	\$35.07
MU82	7	Admin Assistant, Building	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU84	7	Admin Assistant, Parks and Facilities	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU28	7	Aquatics Receptionist - FT only	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU81	7	Aquatics Receptionist - PT only	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU62	7	MLE By-law Clerk	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU76	7	Seniors Program Services Representative	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU16	7	Accounts Payable Clerk	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU21	6	Receptionist	\$26.73	\$29.70	\$27.20	\$30.22	\$27.96	\$31.07	\$28.52	\$31.69	\$29.09	\$32.32



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	5		\$25.60	\$28.45	\$26.05	\$28.95	\$26.78	\$29.76	\$27.32	\$30.36	\$27.87	\$30.97
	4		\$24.47	\$27.19	\$24.90	\$27.67	\$25.60	\$28.44	\$26.11	\$29.01	\$26.63	\$29.59
	3		\$23.34	\$25.94	\$23.75	\$26.39	\$24.42	\$27.13	\$24.91	\$27.67	\$25.41	\$28.22
	2		\$22.21	\$24.67	\$22.60	\$25.10	\$23.23	\$25.80	\$23.69	\$26.32	\$24.16	\$26.85
	1		\$21.07	\$23.41	\$21.44	\$23.82	\$22.04	\$24.49	\$22.48	\$24.98	\$22.93	\$25.48

	L											
MU54	K	Electrician/Maintenance	\$36.86	\$40.94	\$37.50	\$41.67	\$38.55	\$42.83	\$39.32	\$43.69	\$40.11	\$44.56
MU98	J	Automotive Mechanic	\$35.74	\$39.71	\$36.37	\$40.40	\$37.39	\$41.53	\$38.14	\$42.36	\$38.90	\$43.21
MU97	J	Operations Technologist	\$35.74	\$39.71	\$36.37	\$40.40	\$37.39	\$41.53	\$38.14	\$42.36	\$38.90	\$43.21
MU92	I	Arborist	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU75	I	HVAC Refrigeration Technician	\$34.63	\$38.48	\$35.24	\$39.15	\$36.23	\$40.25	\$36.95	\$41.06	\$37.69	\$41.88
MU91	H	Maintenance Lead Hand	\$33.52	\$37.24	\$34.11	\$37.89	\$35.07	\$38.95	\$35.77	\$39.73	\$36.49	\$40.52
MU60	G	Maintenance Attendant	\$27.87	\$30.97	\$28.36	\$31.51	\$29.15	\$32.39	\$29.73	\$33.04	\$30.32	\$33.70
MU66	F	Lead Hand - Facilities / Arenas	\$29.66	\$32.95	\$30.18	\$33.53	\$31.03	\$34.47	\$31.65	\$35.16	\$32.28	\$35.86
MU85	F	Lead Hand - Parks	\$29.66	\$32.95	\$30.18	\$33.53	\$31.03	\$34.47	\$31.65	\$35.16	\$32.28	\$35.86
MU101	F	Lead Hand ROC Operations	\$29.66	\$32.95	\$30.18	\$33.53	\$31.03	\$34.47	\$31.65	\$35.16	\$32.28	\$35.86
MU51	E	Animal Shelter Attendant	\$27.22	\$30.24	\$27.70	\$30.77	\$28.48	\$31.63	\$29.05	\$32.26	\$29.63	\$32.91
MU79	E	Facility Operator	\$27.22	\$30.24	\$27.70	\$30.77	\$28.48	\$31.63	\$29.05	\$32.26	\$29.63	\$32.91
MU103	E	Horticulture Parks/Attendant	\$27.22	\$30.24	\$27.70	\$30.77	\$28.48	\$31.63	\$29.05	\$32.26	\$29.63	\$32.91
MU45	E	Park Attendant	\$27.22	\$30.24	\$27.70	\$30.77	\$28.48	\$31.63	\$29.05	\$32.26	\$29.63	\$32.91
MU48	D	Building Attendant/Security	\$24.48	\$27.21	\$24.91	\$27.69	\$25.61	\$28.47	\$26.12	\$29.04	\$26.64	\$29.62
MU49	D	Part-time Building Attendant/Security	\$24.48	\$27.21	\$24.91	\$27.69	\$25.61	\$28.47	\$26.12	\$29.04	\$26.64	\$29.62
MU52	C	Crossing Guard	\$22.03	\$24.48	\$22.42	\$24.91	\$23.05	\$25.61	\$23.51	\$26.12	\$23.98	\$26.64



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MU64	B	Arena Custodian	\$20.24	\$22.48	\$20.59	\$22.87	\$21.17	\$23.51	\$21.59	\$23.98	\$22.02	\$24.46
MU58	B	Full-time & Part-time Animal Shelter Worker	\$20.24	\$22.48	\$20.59	\$22.87	\$21.17	\$23.51	\$21.59	\$23.98	\$22.02	\$24.46
	A		\$16.47	\$18.30	\$16.76	\$18.62	\$17.23	\$19.14	\$17.57	\$19.52	\$17.92	\$19.91



## **SCHEDULE "A" - SICK LEAVE PLAN**

### **INCOME PROTECTION PLAN**

The following Plan is designed to provide the Employee with an income if they cannot perform normal duties due to illness or injury during both short-and-long-term disabilities. This Plan is not intended to duplicate or replace any Workplace Safety and Insurance benefits.

The basic level of benefits in the Long-Term Income Protection Plan will be maintained. However, it is noted that details of coverage are subject to change from time-to-time, depending upon the program of the selected carrier.

### **DEFINITIONS**

#### **I.P.P.; S.T.I.P.; L.T.I.P.P.**

Means, Income Protection Plan; Short-Term Income Protection Plan; and Long-Term Income Protection Plan, respectively.

#### **Short-Term Disability**

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

#### **Long-Term Disability**

This is defined as a period of disability resulting from illness or injury, as determined by a qualified medical practitioner, which prevents an Employee from attending work and which extends for a period of more than twenty-six (26) weeks.

#### **Pay**

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



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**Length of Service**

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

**Top Up**

This is defined as remuneration of the difference between a Workplace Safety and Insurance benefit and net wage/salary.

**COVERAGE UNDER THIS PLAN**

Employees become eligible upon successful completion of probation period.

An Employee who is not present at work on becoming eligible will commence coverage following return to work. Not being present at work is defined as being on leave of absence without pay for any reason, or on lay-off.

An Employee will be paid while they are disabled until the earlier of:

- (a) the Employee returns to work; or
- (b) the Employee retires, either at the normal retirement age or opts to retire early, or
- (c) the Employee exhausts their entitlement under either of the Plans, or
- (d) the Employee dies.

The Employer will continue to pay group benefit costs for a period not longer than thirty (30) consecutive months of absence due to illness or injury. When required, payroll deductions for pension purposes will continue to be made from short-term disability pay during such short-term disability period.



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**PART “A” – SHORT TERM INCOME PROTECTION PLAN**

1. (a) In order to be eligible for STIPP, the Employee must inform their respective Supervisor or designate of their need for personal leave, and wherever possible, prior to the commencement of the work day as well as on each subsequent day(s) of absence, or unless notification cannot reasonably be given and/or where notification has been provided for the length of the absence. In the event that such notification cannot reasonably be given within this period, such Employee must notify, or cause notification to be given, at the earlier reasonable opportunity. Where the Employee is negligent in notifying the Corporation of their absence, the Employee's absence will be without pay.
  
- (b) Entitlement to STIPP banks shall be based on the following:

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



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2. A new Employee shall commence coverage under the Plan on the first working day following completion of six (6) months service in accordance with the following:
  - (a) If the Employee completes six (6) months of service within their year of hire, they will be entitled to fifteen (15) weeks at seventy percent (70%) pay for the remainder of that calendar year. Such Employees will be entitled to two (2) weeks at one hundred percent (100%) pay and 24 weeks at seventy percent (70%) pay for the following calendar year, effective January 1st.
  - (b) If the Employee completes six (6) months of service during the calendar year following their year of hire (i.e. the second calendar year of employment), the Employee will be entitled to two (2) weeks at one hundred percent (100%) pay and twenty-four (24) weeks at seventy percent (70%) pay, however, the Employee will not have access to any STIPP payments until they have completed six (6) months of service.
3. Permanent part-time Employees shall receive a pro-rated amount in their STIPP bank based on the biweekly hours for their position. A permanent part-time Employee who accepts a permanent full-time position will have their STIPP bank increased to the full-time equivalent, provided they are actively at work. However, a permanent part-time Employee who accepts a temporary full-time position shall not have their STIPP bank increased.
4. The Employee must provide medical documentation including a completed Attending Physician's Medical Statement & Functional Abilities Form, to the Corporation in order to remain eligible for STIPP benefits: for each period of absence lasting five (5) or more working days; following re-assessment by the Employee's physician; at the Employer's request; and prior to returning to work. In specific circumstances, the Corporation may, upon advising the Employee, in writing where practicable, forward the medical documentation to the Corporation's third party medical advisor or case manager.
5.
  - (a) Employees who are actively at work (i.e. working their regular working hours) at the beginning of the calendar year (i.e. January 1st or their first regularly scheduled day of work following January 1st), and whose STIPP bank was not exhausted in the previous calendar year, shall have their STIPP bank refreshed to the appropriate number of days as per 1(b) above.
  - (b) For Employees whose STIPP bank was exhausted in the previous year, a new allocation will not be provided unless the Employee has returned to work and completed twenty-eight (28) consecutive working days at their regular working hours prior to January 1st.
  - (c) An Employee who does not have their STIPP bank refreshed on January 1st in accordance with (a) and (b) above, will continue to have access to any unused STIPP time from the previous calendar year's allocation. In addition, the Employee may have



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their STIPP bank refreshed to fifty percent (50%) of the entitlement set out in 1(b) above effective July 1st or their first regularly scheduled day of work following July 1st, provided the Employee has returned to work and completed twenty-eight (28) consecutive working days at their regular working hours since January 1st. For clarity, the Employee does not need to be actively at work on July 1st to have their STIPP bank refreshed to fifty percent (50%).

- (d) STIPP payments will be made for a maximum of twenty-six (26) weeks during any one (1) continuous period of disability. Successive absences due to the same or related cause will be considered as one continuous period of disability unless separated by a return to active employment as defined above.
  - (e) It is understood that bereavement leave and personal leave utilized for medical appointments directly related to return to work, up to a maximum of fourteen (14) hours, will not interrupt the twenty-eight (28) consecutive working days described above.
  - (f) It is understood that the twenty-eight (28) consecutive working days described in a) to e) do not include regularly scheduled days off or statutory holidays.
  - (g) Vacation credits will be calculated up to the date the Employee becomes disabled who subsequently goes on long term disability.
6. The medical documentation, including a completed Attending Physician's Medical Statement & Functional Abilities Form provided by the Corporation, must be submitted within ten (10) business days from the date of illness or injury and prior to returning to work. It is the Employee's responsibility to provide medical certificates within the specified time periods or more frequently, at the Corporation's request. The Corporation shall reimburse the reasonable costs of the medical documentation required in accordance with Article 22.08, upon the provision of a satisfactory receipt.

**7. Injuries covered under the Workplace Safety and Insurance Act**

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

8. It is understood that while an Employee is in receipt of WSIB top-up in accordance with 7 above, OMERS contributions will continue to be paid by both the Employee and the Employer. Should there be a period where OMERS contributions are not made, if the Employee wishes



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to contribute to the OMERS pension plan in respect of this period, the Employee may purchase the leave period and the Employer will match the contribution for the period involved. The Employee may elect in writing not to purchase the leave period under the OMERS pension plan. It is understood that all contributions and leave purchases shall be made in accordance with the terms of OMERS.

9. No STIPP benefits shall be payable during any unpaid leave of absence, including a leave of absence to which an Employee is entitled under the *Employment Standards Act*.
10. An Employee who is engaged in outside employment, apart from their employment with the Corporation, is not entitled to any benefits under the provisions of this Plan for any occupational illness or injuries sustained during such periods of outside employment for which benefits under the Workplace Safety and Insurance Act or a Short-Term Disability Plan are available.

### **Long Term Disability**

1. The following outlines the Long Term Disability benefits applicable to all permanent full-time Employees. This is a summary of the benefits available only and all matters must be referred to the actual insurance plan when determining eligibility and the level of benefits available.
2. The Corporation shall pay the premiums to provide an insurance plan providing Employees with LTD benefits. All issues regarding Employee eligibility for LTD benefits are determined by the insurance plan provider and any disputes regarding said eligibility would be between the Employee and insurance company beyond the scope of this Collective Agreement.
3. For eligible Employees, a benefit level of seventy-five percent (75%) of monthly earnings to a maximum of seven thousand five hundred dollars (\$7,500.00) would be payable to the earlier of retirement or age sixty-five (65). The plan is subject to a three (3) month waiting period and a one hundred eighty (180) day elimination period.
4. All group benefits not eligible for waiver of premium provisions, such as Semi-Private Hospital, Extended Health Care and Dental Benefits would be discontinued after twenty-four (24) months of continuous disability on LTD.



**SCHEDULE "B"**

**PROVISION OF WORK CLOTHING, SAFETY EQUIPMENT AND TOOL ALLOWANCE**

The following chart outlines the clothing and necessary/required safety equipment that will be provided by the Corporation to Employees as designated herein.

All safety equipment will be worn in accordance with safety regulations and the appropriate statutes, and will be provided as required. Work Clothing provided by the Corporation must be worn when required by the Corporation.

The maximum allowance of two hundred dollars (\$200.00)\*, per calendar year, is to be applied to any safety footwear. Any balance not used may be applied to the purchase of waterproof safety boots.

**\*Increase boot allowance to \$250 effective January 1, 2023**

<b>Automotive Mechanics</b>		
3	Work Pants	Per calendar year or as required
3	Work Shirts	Per calendar year or as required
1	High Visibility Outerwear Jacket	As required
1	Insulated Outerwear Coveralls	Every two years
1	Work Gloves	As required
1	Pair Safety Boots	\$200 per calendar year*
	Tool Allowance	\$300 per calendar year
<b>Planners/Zoning Examiner</b>		
1	Pair Safety Boots	\$200 per calendar year*
1	Winter gloves	Per calendar year or as required
<b>Building/Plumbing/ Inspectors</b>		
1	Winter Parka	Every 3 years
1	Pair Safety Boots	\$200 per calendar year*
1	Raincoat	Every 3 years
1	Summer Jacket	Every 3 years
1	Winter gloves	Per calendar year or as required
3	Work shirts	Every 3 years



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<b>Civil Technician/Technologists</b>		
1	Winter Parka	Every 3 years
1	Pair Safety Boots	\$200 per calendar year*
1	Summer Jacket	Every 3 years
	Work Pants	As required
1	Raincoat	Every 3 years
3	Work shirts	Every 3 years
1	Winter gloves	Per calendar year or as required
<b>IT Network Security and IT Technicians</b>		
1	Pair Safety Boots or Shoes	\$200 per calendar year*
<b>Facility (Building) Attendants</b>		
2	Sets of work wear	Per calendar year
1	Winter parka	Every 3 years
1	Pair safety boots	\$200 per calendar year*
1	Winter gloves	Per calendar year or as required
<b>Facility Operators /Parks Attendants</b>		
1	Winter Parka	Every 3 years
1	Pair Safety Boots	\$200 per calendar year*
3	Sets of Work wear	Per calendar year
3	Uniform T-shirts	Every 3 years
1	Summer jacket	Every 3 years
1	Rainwear	Every 3 years
1	Winter gloves	Per calendar year or as required
<b>Animal Shelter Attendants/Workers</b>		
1	Winter Parka	Every 3 years
1	Pair Safety Boots	\$200 per calendar year*
3	Sets of Work wear	Per calendar year
2	Smocks	Every 3 years
1	Summer jacket	Every 3 years
1	Rainwear	Every 3 years
	Uniform Shirts	As required
1	Winter gloves	Per calendar year or as required



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<b>Municipal Law Enforcement Officers</b>		
1	Winter Parka	Every 3 years
1	Pair safety boots	\$200 per calendar year*
2	Uniform pants	Every 3 years
5	Uniform shirts	Every 3 years
1	Summer Jacket	Every 3 years
1	Sweater	Every 3 years
1	Raincoat	Every 3 years
1	Pair Winter Gloves	Every 3 years
<b>Electrician/Lead Hand and Maintenance Attendants</b>		
1	Winter Parka	Every 3 years
3	Sets of Work wear (2 inside and 1 outside)	Per calendar year
1	Pair safety boots	\$200 per calendar year*
1	Summer Jacket	Every 3 years
1	Rain Wear	Every 3 years
1	Pair winter gloves	Every 3 years
<b>Municipal Infrastructure Locator/Operations Analyst/Roads Technologist</b>		
1	Winter Parka	Every 3 years
1	Pair Safety Boots	\$200 per calendar year*
3	Sets of Work wear	Per calendar year
3	Uniform T-shirts	Every 3 years
1	Summer jacket	Every 3 years
1	Rainwear	Every 3 years
<b>School Crossing Guards</b>		
1	Winter Parka	Every 3 years
1	Summer Jacket	Every 3 years
1	Raincoat	Every 3 years
1	Pair winter gloves	\$20 Per calendar year
<b>Winter coveralls will be issued to staff working outside in inclement weather</b>		



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MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF GEORGINA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905 GEORGINA MUNICIPAL UNIT

Agreements Reached on March 24, 2016

SCHEDULE C – HOURS OF WORK

As per Article 13.01, the normal workweek for Full-time Employees in positions classified in wage grades 1 through 18 as per Article 26, shall consist of thirty-five (35) hours per week. The normal workday shall consist of seven (7) hours, excluding the lunch period. The normal hours of work for Full-time Employees in positions listed below, shall be as indicated.

Job #	Job Title	Hours Per Week	Schedule
MU18	Municipal Law Enforcement Officer I	35	70 hour pay period, days, evenings and weekends, 7 hour shifts.
MU30	Recreation Programmer	35	days, evenings, weekends
MU67	Committee Services Coordinator	35	days, evenings, weekends
MU76	Seniors Program Services Representative	70 / bi-weekly	Days, evenings, weekends
MU63	Theatre Services Coordinator	35	Tues-Fri 11am-7pm; Sat 9am – 5pm/ when show works Fri or Sat evening

Signed this 13th day of July 2022.

FOR THE UNION

FOR THE EMPLOYER

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

*D. Aristo*

*Deffert*



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## **SCHEDULE “D” – JOB EVALUATION PROGRAM**

### **TOWN OF GEORGINA JOB EVALUATION PROGRAM**

The Corporation of the Town of Georgina is committed to establishing a meaningful value for all jobs within the corporate structure by means of a Job Evaluation Program. The focus of the program is to establish the worth of each Bargaining Unit job, relative to other Bargaining Unit jobs within the organization and provide the basis for the Corporation’s pay practices.

A formal Job Evaluation System (attached) has been established to accomplish internal relativity. The system consists of four primary factors: Skill, Effort, Responsibility and Working Conditions. These factors are divided into sub-factors which, taken together, measure the major aspects of work in the organization. Each sub-factor is broken down into levels representing the degree to which that sub-factor is present within the given job. The degree levels have corresponding point values which, when totaled, are applied to Salary/Wage Schedules to determine appropriate compensation for a position.

#### **1. EVALUATION SYSTEM ADMINISTRATION**

- 1.1 The Joint Job Evaluation Committee, Georgina Municipal Unit of CUPE, Local 905 - will be responsible for evaluating positions within this Bargaining Unit.
- 1.2 The Committee is responsible for evaluating positions in accordance with the Corporation’s established Union Job Evaluation System. Evaluations are based on current job content information. For each job being evaluated, the Committee will agree upon appropriate degree levels for each sub-factor thereby establishing the internal equity of each position and subsequent placement on the appropriate wage schedule.
- 1.3 To help ensure fairness and objectivity during Job Evaluation, Committee members will not be aware of points assigned to sub-factor levels or of the factor weighting. The evaluations established by the Committee shall be maintained and processed by the Human Resources Office, in accordance with the Job Evaluation System’s established degree level point scores and factor weightings.
- 1.4 The Committee’s evaluations will be based strictly on job content. Information related to the incumbent, their performance or other such information not related to the job evaluation process will not be considered in determining the appropriate rating for a position.



## **2. COMMITTEE STRUCTURE**

2.1 The Joint Job Evaluation Committee, Georgina Municipal Unit of CUPE 905.03 will be comprised of four (4) members, with no more than three (3) alternates, for either the Union members or the management members:

- 1) Two (2) of the four (4) members will represent the Georgina Municipal Unit of CUPE, Local 905.03. The Unit Chair will hold membership meetings to select the two (2) representatives and the three (3) alternates. The remaining two (2) members of the Committee will be representatives from Management.

The Management members and the alternates, for the above Committees will be selected and/or recommended by the C.A.O and/or the Human Resources Representative.

### **2.2 Membership on the Committee**

Committee membership is an important organizational duty. All Committee members shall be given the necessary time required to attend meetings and to evaluate positions in an objective and unbiased manner.

2.3 All members, on the Committee, will have the right, at any time, to request the replacement of any Committee member if there is evidence of such person:

- 1) disrupting the Committees' activities;
- 2) failing to participate productively;
- 3) failing to maintain confidentiality of the Committees' work;
- 4) failing to attend three (3) consecutive meetings, notwithstanding reasonable notice and reason.

A majority vote of the Committee will be required prior to a member being replaced on the Committee. If the member is a Union member, the appropriate Union president will appoint a replacement member.

2.4 The Human Resources Representative or designate will facilitate and chair the Job Evaluation proceedings of all Committees and is a non-voting Committee Member.

## **3. OPERATION/RESPONSIBILITIES OF THE COMMITTEES**

3.1 The Job Evaluation Committee is responsible for evaluating newly established positions, and for the review and/or appeal of existing positions. The Committees will determine the final evaluation for a given position, through a process of consensus decision-making as a result of thorough discussion. Where consensus cannot be reached, a majority vote will determine the evaluation.



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- 3.2 The stipulated number of members will be present for each evaluation. Where the main members are not available, the alternates will be used.
- 3.3 The Committees will meet at the request of the Human Resources representative who will coordinate the scheduling of Job Evaluation Meetings.
- 3.4 The Committees will evaluate jobs in response to:
  - 1) departmental reorganization
  - 2) when new positions are established by the Corporation
  - 3) when the duties of an existing position change significantly

**4. EVALUATION PROCEDURE**

- 4.1 A request for an evaluation review of an existing position, that has changed significantly, will be initiated by the incumbent Employee or the Supervisor/Department Head of the position, by completing a Position Description Questionnaire, detailing changes to the position by updating and tracking changes to the job description, and forwarding it to Human Resources.
- 4.2 Upon receipt of the request, the Human Resources Representative or designate will review the documentation and if necessary, conduct interviews with the incumbent(s) and/or the Supervisor to obtain any additional information concerning the job content, working conditions, etc., research other job descriptions for consistency in wording and finalize the job description.
- 4.3 A Human Resources Representative will schedule a Job Evaluation Meeting and forward the Position Questionnaire, the Job Description and any other relevant information and documentation to the members of the appropriate Job Evaluation Committee. The Committee members will review the Position Description Questionnaire, Job Description, etc. and obtain clarification if required. The Committee members will make every effort to rate the job individually, prior to the Job Evaluation Meeting.
- 4.4 A Human Resources Representative will present the job to the Committee. The incumbent and/or Supervisor will be notified of the Job Evaluation Meeting date, and will have an opportunity to present their request to the Committee members, if they so desire. The Committee will then evaluate the position and reach consensus (or a majority vote). The incumbent and/or Supervisor will not be present during the rating process.
- 4.5 When reviewing and evaluating the position the members will compare these evaluations to the ratings of other positions within the Department, the organization as a whole, and benchmark position ratings to establish internal relativity. All factors will be reviewed when a request is brought to the Committee.



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- 4.6 To help ensure fairness and objectivity Committee members will not be permitted to rate their own position. An alternate will be used when the member's position is being evaluated.
- 4.7 Upon completion of the evaluation process a Human Resources Representative will prepare the necessary documentation and inform the incumbent, Supervisor, Department Head and C.A.O. of the Committee's decision. The Human Resources Representative will determine and implement any required compensation adjustments.

**5. COMPENSATION ADJUSTMENTS**

- 5.1 The following will apply when any compensation adjustments, resulting from the Job Evaluation Process, are necessary:
  - 1) when the evaluation results in a reclassification to a higher wage grade, the effective date of the pay adjustment will be the date the request for review is received by the Human Resources Representative.
  - 2) when the evaluation results in the reclassification to a lower wage grade, the incumbent will be "red-circled" until such time as their wage rate falls within the appropriate step in the new salary/wage grade, to which the position has been assigned.

**6. APPEAL PROCESS**

- 6.1 A request for an appeal to an existing evaluation will be initiated by the incumbent and/or the Supervisor/Department Head of the position, by completing the Job Evaluation Appeal Form (attached) and forwarding it to the Human Resources Representative.
- 6.2 Upon receipt of the request for an appeal a Human Resources representative will review the documentation and seek clarification, if necessary, from the incumbent and/or Supervisor/Department Head.
- 6.3 A meeting of the appropriate Job Evaluation Committee will be scheduled and the Committee members will follow the evaluation procedure when reviewing and rating the request for an appeal.
- 6.4 Upon completion of the Appeal Process, a Human Resources representative will inform the incumbent, Supervisor, Department Head and C.A.O. of the Committee's decision and implement any required compensation adjustments, in accordance with 5.1 (a).

**7. GENERAL**



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- 7.1 Positions being reviewed, evaluated and/or appealed will be evaluated in their entirety.
- 7.2 All documentation on the Job Evaluation Program will be maintained in the Human Resources Office.
- 7.3 Decisions made by the Joint Job Evaluation Committees shall be binding upon both the Corporation and the Union. Furthermore, such decisions will not be subject to the Grievance Procedure, interpretation or modification by any other authority.



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**TOWN OF GEORGINA  
JOB EVALUATION APPEAL FORM**

Union <input type="checkbox"/>		<b>INCUMBENT</b>		Non-union <input type="checkbox"/>	
Position Title:			Job No:		
Department/Division:			Employee Name:		
Signature:			Date:		
<b>Reason for Appeal:</b> (Append additional information if required)					

<b>SUPERVISOR</b>	
Name:	Signature:
Title:	Date:
I, <input type="checkbox"/> Agree <input type="checkbox"/> <b>Disagree, with this appeal.</b>	
<b>Comments:</b>	

<b>DEPARTMENT HEAD</b>	
Name:	Signature:
Title:	Date:
I, <input type="checkbox"/> Agree <input type="checkbox"/> <b>Disagree, with this appeal.</b>	
<b>Comments:</b>	



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<b>MANAGER OF HUMAN RESOURCES</b>	
Name:	Signature:
Date:	
<b>Comments:</b>	

<b>JOB EVALUATION COMMITTEE:</b>	Date:
<b>Members Present:</b>	
<b>Outcome:</b>	
<b>Recommendation:</b>	
<b>Signature of Committee Members:</b>	
<b>Name:</b>	<b>Date:</b>



**GEORGINA MUNICIPAL UNIT  
APRIL 1, 2021 TO MARCH 31, 2025**

<b>Human Resources Office: Follow-up</b>



**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: FESTIVE CLOSURES**

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During the term of this Collective Agreement, the Employer shall advise the Union in writing of a Festive Closure. In the event of a Festive Closure, the Employer and the Union agree to the following:

1. The Employer will implement Festive Closure in as many departments / divisions as is operationally possible.
2. The Employer will inform the Union of the period of closure and the applicable paid holidays under Article 14.
1. The Employer will allow members to elect to use accrued lieu time, vacation entitlements, make-up time, unpaid time or a combination thereof for the time off that is not inclusive of Article 14. The Employee will inform the Employer of their elected method of paid and/or unpaid time.
  - (a) The Union agrees that the Employer will allow all applicable Employees the opportunity to make-up time for the Festive Closure on an hour for hour (straight time) basis worked prior to the Festive Closure.
  - (b) Employees shall not work make-up time as long as they have unused unscheduled vacation entitlements, and/or lieu time, unless approved by the Employer.
  - (c) The Employee must inform the manager by November 1<sup>st</sup> of their intention to work make-up time by completing a form provided by the Employer and having it authorized by their Manager/Supervisor. The form will include a plan outlining work the Employee would be completing and when the Employee would be working the make-up time. The plan needs to be approved by the Manager before implementation. Make-up time hours must be signed off by the Manager/Supervisor each day approving the time was worked.
  - (d) Make-up time should be meaningful work for both the Employee and the Employer. Where there is no make-up time available for the Employee in their own position, the parties may agree to assign work that would assist another area of the organization in catching up their work.



**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

4. The parties agree that this Letter of Agreement shall not serve as precedent in the determination of a Festive Closure by the Employer.
5. The parties agree that this Letter of Agreement shall not supersede any other Articles of the Collective Agreement and that use of paid time, as per 3a, shall be requested and used as per Article 13.03, Article 14 and Article 15.
6. This letter will be in effect for the life of this Collective Agreement.

**FOR THE UNION**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*D. Christie*

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**FOR THE EMPLOYER**

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*Deffatt*

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**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**WELLNESS BENEFIT**

---

The Employer will provide the Employees covered under this Collective Agreement with a reimbursement up to two hundred (\$200.00) dollars per calendar year to be utilized for the purchase of a program for nutrition, healthy/active living, smoking cessation. Reimbursement will be provided to the Employee upon receipt and claim. Employees must have passed probation before becoming eligible for this benefit and during the first year of employment will be provided on a prorated basis.

**Signed this 13th day of July 2022.**

**FOR THE UNION**

**FOR THE EMPLOYER**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

*D. Aristo*

*Deffert*



**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

**NEW**  
**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: REPRESENTATION BY 905.26 EXECUTIVE**

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1. The Parties agree that in circumstances where there are no Stewards or Union elected officials to the 905.03 unit available, a Union elected official from the 905.26 unit may act in the capacity of a Steward.
2. This Letter of Agreement shall expire at the end of this Collective Agreement, unless expressly renewed by the Parties.

Signed this 13th day of July 2022.

**FOR THE UNION**

**FOR THE EMPLOYER**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*D. Ariste*

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*Deffert*

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**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

**NEW**

**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: UNIT CHAIR AND UNION LEAVE**

---

The Parties agree that the Unit Chair will be permitted to utilize "Leave for Union Business" Article 17.06 (a) in order to attend monthly meetings of the whole Local 905 where meetings are scheduled during the Unit Chair's regular hours of work.

It is understood that these meetings shall be meetings where Unit Chairs of Local 905 are expected to be in attendance to carry out business of the Union.

Signed this 13th day of July 2022.

**FOR THE UNION**

**FOR THE EMPLOYER**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*D. Christie*

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*Deffert*

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**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

**NEW**  
**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: INTERVIEWING OPPORTUNITY**

---

The Parties agree that the process for the Interviewing Opportunity for the Union with new Employees in accordance with Article 3.01 shall be as follows:

1. The Unit Chair shall advise the Human Resources Business Partner of all Employees that to date have not had the opportunity to meet with the Union for their Interviews;
2. The Human Resources Business Partner shall advise all Managers and Supervisors of the process and time shall be allotted for each new Employee to have the thirty (30) minute interview and to travel to and from the interview;
3. The Unit Chair or delegate shall arrange with the Employee a mutually convenient time for the interview. The Employee will obtain their Supervisor's approval for the interview, such approval will not be unreasonably withheld, but will be subject to operational needs. Once an interview time has been approved, the Unit Chair or delegate will send a notice to the Employee's direct Supervisor, with a copy sent to the Human Resources Business Partner and the direct Supervisor of the Unit Chair or delegate who will be doing the interview.
4. This Letter of Agreement will be in effect for the life of the Collective Agreement.

**Signed this 13th day of July 2022.**

**FOR THE UNION**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*D. Ariste*

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**FOR THE EMPLOYER**

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*Deffert*

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**GEORGINA MUNICIPAL UNIT**  
**April 1, 2021 – March 31, 2025**

**NEW**  
**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: FLEX-TIME**

---

**WHEREAS** the Corporation and the Union are party to a full-time Collective Agreement effective April 1, 2021 to March 31, 2025 (the "Collective Agreement");

**AND WHEREAS** the Corporation supports and encourages flexibility in work arrangements and scheduled hours of work whenever it is possible and practical to do so, without compromising the efficiency or effectiveness of the Corporation, health and safety, and/or overall service delivery;

**AND WHEREAS** the Corporation values its Employees and is committed to providing the flexibility needed to support employees with work/life balance. This flexibility is for the mutual benefit of the Town and Employees, with the expectation of maintaining or improving job performance, job satisfaction, operational needs, and/or customer service levels;

**AND WHEREAS** the Union's members have an interest in entering into flex-time arrangements, where practical and appropriate;

**AND WHEREAS** the Union wishes to support the ability of its members to enter into flex-time arrangements;

**AND WHEREAS** the Parties desire to explore the feasibility of flex-time arrangements for Bargaining Unit Employees with a flex-time arrangement pilot project of a fixed duration;

**NOW THEREFORE** the Parties agree as follows:

1. Flex-time arrangements are a work schedule which allows for an Employee to shift the start and end time of their normal work day, while maintaining their total number of hours of work on a daily basis.
2. All Flex time must maintain coverage of the Town's core business hours and be pre-approved by a Supervisor. Eligibility for flex time work schedules shall be determined by the Supervisor/Manager/Director. Where more than one request is supported, as



**GEORGINA MUNICIPAL UNIT**  
**April 1, 2021 – March 31, 2025**

determined by the Supervisor/Manager/Director, arrangements will be approved on a first come, first served basis.

3. Employees may bring requests for flex-time arrangements to their Supervisors/Managers, a minimum of two (2) weeks in advance of the anticipated start date and flex-time arrangements should be developed by Employees and their Supervisors/Managers directly.
4. The Employee and their Manager/Supervisor shall complete a Flexible Work Arrangements Form based on their agreed proposal. The Form shall specify the standard hours of the affected Employee(s) under the flexible work arrangement. The parties agree that the standard hours in a flexible work arrangement shall supersede the standard work hours in the Collective Agreement for the affected Employee(s) and that these hours shall be the standard work hours of the affected Employee(s) for, among others, overtime purposes.
5. Subject to discussion between the Corporation and the affected Employees, any of the parties to a flex time arrangement may terminate the flex time arrangement and agreement, with two (2) weeks' notice, at any time.
6. The Union accepts that the operational needs of departments vary and that each arrangement of hours of work must be considered in light of those needs.
7. This Letter of Agreement and any flex time arrangements and agreements hereunder shall expire on March 31, 2025 unless mutually extended by the Union and the Corporation in writing. The parties shall meet in early 2025, prior to the expiry of this Letter of Agreement, in order to discuss and review how flexible work arrangements have worked for the parties, whether they wish to renew this Letter of Agreement, and, if so, whether there are modifications they wish to make in light of their experiences to date.

**Signed this 13th day of July 2022.**

**FOR THE UNION**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

*D. Ariste*

**FOR THE EMPLOYER**

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

*Deffert*



**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

**NEW**

**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: UNIFORM COMMITTEE**

---

The Parties agree that a Committee shall be struck to address the implementation of a points system for uniform allotment. It is the intention of the Parties that there shall be no increased cost to the Corporation incurred by moving to a points system.

The Committee will also discuss and determine uniform entitlements for Temporary Replacement Employees.

The Committee shall consist of three (3) representatives from the Corporation and three (3) representatives from different divisions, to be appointed by the Unit Chair, from the Union. The first meeting shall be held within sixty (60) days of ratification of the Collective Agreement.

**Signed this 13th day of July 2022.**

**FOR THE UNION**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*D. Christie*

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**FOR THE EMPLOYER**

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*D. Moffatt*

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**GEORGINA MUNICIPAL UNIT**  
**April 1, 2021 – March 31, 2025**

**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: RETROACTIVE PAYMENT**

---

The Town agrees to provide Employees who have retired onto an OMERS Pension with a retro payment for all pay increases negotiated as part of the renewal Collective Agreement for April 1, 2021 through March 31, 2025. Employees will receive the retro payment for all hours paid from April 1, 2021 until their date of retirement.

**Signed this 13th day of July 2022.**

**FOR THE UNION**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*D. Ariste*

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**FOR THE EMPLOYER**

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*Deffatt*

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**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

**LETTER OF AGREEMENT**

**BETWEEN:**

**The Corporation of the Town of Georgina**

**And**

**Canadian Union of Public Employees and its Local 905.03**

**RE: SENIOR POSITION WAGES**

**WHEREAS** the parties acknowledge the positions of:

Senior Policy Planner  
 Senior Development Planner  
 Senior Landscape Architect  
 Senior Development Engineering Technologist

As market driven positions:

**AND WEHEREAS** the Parties are desirous to continue to have the current incumbents continue to fill the positions:

**THEREFORE**, the Parties agree on a without prejudice or precedent basis to the following:

1. For the purposes of retention, the Parties agree that the positions mentioned above in the Bargaining Unit will be compensated at a rate out of schedule with the current negotiated compensation package. The agreed upon rates are:

Job #	Position Title	April 1, 2020		April 1, 2021 1.75%		April 1, 2022 2.80%		April 1, 2023 2.00%		April 1, 2024 2.00%	
		90%	100%	90%	100%	90%	100%	90%	100%	90%	100%
MU38	Senior Policy Planner	\$48.42	\$53.80	\$49.27	\$54.74	\$50.56	\$56.27	\$51.66	\$57.40	\$52.69	\$58.55
MU109	Senior Development Planner	\$48.42	\$53.80	\$49.27	\$54.74	\$50.56	\$56.27	\$51.66	\$57.40	\$52.69	\$58.55
MU112	Senior Landscape Architect	\$48.42	\$53.80	\$49.27	\$54.74	\$50.56	\$56.27	\$51.66	\$57.40	\$52.69	\$58.55
MU116	Senior Development Engineering Technologist	\$48.42	\$53.80	\$49.27	\$54.74	\$50.56	\$56.27	\$51.66	\$57.40	\$52.69	\$58.55

These wage changes are currently in effect with the signing of this Agreement.



**GEORGINA MUNICIPAL UNIT  
April 1, 2021 – March 31, 2025**

These wage rates include the increases in accordance with the negotiated wage increases as ratified on July 13, 2022.

2. The Parties agree the Memorandum of Agreement will expire with the expiration of the current Collective Agreement (March 31, 2025). Should this Agreement not be renewed following its expiration the parties will meet to discuss the manner in which the incumbents in these positions at that time will not have their wage reduced. Furthermore, the incumbents will receive any other wage enhancements and retroactivity as negotiated for the CUPE 905.03 members while they remain in these positions for the duration of the Agreement.
3. Employees must be actively employed at the date of ratification to be eligible.

**Signed this 13th day of July 2022.**

**FOR THE UNION**

*Sandra Houghton*

Sandra Houghton (Oct 25, 2022 07:29 EDT)

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*D. Aristo*

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**FOR THE EMPLOYER**

*Ryan Cronsberry*

Ryan Cronsberry (Oct 28, 2022 10:53 EDT)

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*Deffert*

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DC/uc  
cope491











# Collective\_Agreement\_FINAL-905-03\_Town\_of\_Georgina\_Expiry\_2025\_03\_31 - unsigned

Final Audit Report

2022-11-04


Created:	2022-10-24
By:	Dianna Christie (dchristie@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9y97UHhiz3NSwqeQyn0CtS0JMrqo3Ld

## "Collective\_Agreement\_FINAL-905-03\_Town\_of\_Georgina\_Expiry\_2025\_03\_31 - unsigned" History


-  Document created by Dianna Christie (dchristie@cupe.ca)  
2022-10-24 - 7:38:55 PM GMT
-  Document e-signed by Dianna Christie (dchristie@cupe.ca)  
Signature Date: 2022-10-24 - 8:07:11 PM GMT - Time Source: server
-  Document emailed to shoughton@georgina.ca for signature  
2022-10-24 - 8:07:15 PM GMT
-  Email viewed by shoughton@georgina.ca  
2022-10-25 - 10:12:13 AM GMT
-  Signer shoughton@georgina.ca entered name at signing as Sandra Houghton  
2022-10-25 - 11:29:02 AM GMT
-  Document e-signed by Sandra Houghton (shoughton@georgina.ca)  
Signature Date: 2022-10-25 - 11:29:04 AM GMT - Time Source: server
-  Document emailed to rcronsberry@georgina.ca for signature  
2022-10-25 - 11:29:06 AM GMT
-  Email viewed by rcronsberry@georgina.ca  
2022-10-25 - 12:59:01 PM GMT
-  Signer rcronsberry@georgina.ca entered name at signing as Ryan Cronsberry  
2022-10-28 - 2:53:29 PM GMT
-  Document e-signed by Ryan Cronsberry (rcronsberry@georgina.ca)  
Signature Date: 2022-10-28 - 2:53:31 PM GMT - Time Source: server

 Document emailed to bmoффatt@georgina.ca for signature

2022-10-28 - 2:53:32 PM GMT

 Email viewed by bmoффatt@georgina.ca

2022-11-04 - 12:44:00 PM GMT

 New document URL requested by bmoффatt@georgina.ca

2022-11-04 - 3:05:30 PM GMT

 Signer bmoффatt@georgina.ca entered name at signing as Bev Moffatt

2022-11-04 - 3:15:13 PM GMT

 Document e-signed by Bev Moffatt (bmoффatt@georgina.ca)

Signature Date: 2022-11-04 - 3:15:15 PM GMT - Time Source: server

 Agreement completed.

2022-11-04 - 3:15:15 PM GMT