

2021 – 2025

Collective Agreement

between

— *City of* —
PICKERING

The Corporation of the City of Pickering

and

CUPE·SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

Canadian Union of Public Employees
Local 129

Index

| | | Page |
|------------|--|------|
| Article 1 | Purpose | 1 |
| Article 2 | Scope | 1 |
| Article 3 | No Discrimination/Harassment | 4 |
| Article 4 | No Strikes or Lock-Outs | 4 |
| Article 5 | Corporation's Rights | 4 |
| Article 6 | Union Security | 5 |
| Article 7 | Grievances | 5 |
| Article 8 | Arbitration | 7 |
| Article 9 | Discharge and Discipline Cases | 8 |
| Article 10 | Labour/Management Committee | 9 |
| Article 11 | Union Committees and Stewards | 9 |
| Article 12 | Seniority | 10 |
| Article 13 | Hours of Work and Premium Pay | 12 |
| Article 14 | Creating Positions and Posting Job Vacancies | 16 |
| Article 15 | Filling Job Vacancies | 17 |
| Article 16 | Special Transfers and Placements | 19 |
| Article 17 | Temporary and Relief Employees | 20 |
| Article 18 | Lay-off and Recall from Lay-off | 20 |
| Article 19 | Acting Assignments Outside the Bargaining Unit | 23 |
| Article 20 | Leave of Absence | 24 |
| Article 21 | Pregnancy and Parental Leave | 25 |
| Article 22 | Tools, Equipment and Clothing | 25 |
| Article 23 | Health and Safety | 27 |
| Article 24 | Sick Leave | 28 |
| Article 25 | Bereavement Leave | 29 |
| Article 26 | Paid Holidays | 30 |
| Article 27 | Vacations | 32 |
| Article 28 | Acting Assignments Inside the Bargaining Unit | 34 |
| Article 29 | Contracting Out | 35 |
| Article 30 | Benefits | 35 |
| Article 31 | Disability Benefits | 37 |
| Article 32 | Retiree Benefits | 37 |
| Article 33 | Communications | 37 |
| Article 34 | Job Evaluation and Re-Evaluation | 38 |
| Article 35 | Technological Change | 40 |
| Article 36 | Wages | 41 |
| Article 37 | Copies of Agreement | 41 |
| Article 38 | Term of Agreement | 42 |
| | Appendix A – Pay Rates | 43 |
| | Appendix A1 – Pay Level Classification Schedule | 45 |
| | Appendix B – Hours of Work | 50 |
| | Appendix C – Term Employees Hours of Work & Conditions | 53 |
| | Appendix C1 – Term Employee Pay Rates | 55 |
| | Appendix C2 – Term Employee Pay Level Classification | 57 |
| | Letter of Understanding | 58 |
| | Letter of Understanding | 59 |
| | Letter of Understanding | 61 |

This Agreement made as of the 1st day of April, 2021.

B e t w e e n:

The Corporation of the City of Pickering,
hereinafter called the "Corporation",

- and -

Canadian Union of Public Employees Local 129,
hereinafter called the "Union".

Article 1 - Purpose

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and those of its employees who are members of the Union, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

Article 2 - Scope

2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all of its employees save and except the following:

- 1) Chief Administrative Officer
- 2) Directors
- 3) Division Heads
- 4) Managers
- 5) Supervisors
- 6) Administrative Assistants
- 7) Assistant Solicitor
- 8) Chief Planner
- 9) City Clerk
- 10) Committee Coordinator
- 11) Coordinator, Records & Elections
- 12) Coordinator, Sustainability
- 13) Corporate Security Specialist

- 14) Customer Care Representative II
- 15) Deputy Clerk
- 16) Economic Development & Strategic Projects Associate
- 17) Executive Director, Performing Arts Centre
- 18) Financial Systems SAP Business Analyst
- 19) Fire Services Department Employees
- 20) Human Resources Department Employees
- 21) Legal & Legislative Services Assistant
- 22) Network Security Administrator
- 23) Office of the Chief Administrative Officer Employees (Excluding Website Coordinator and Customer Care Representative I)
- 24) Office of the Mayor & Council Employees
- 25) Principal Planner
- 26) Procurement/Logistics SAP Business Analyst
- 27) Project Manager, Development Approvals
- 28) Project Manager, ERP
- 29) Senior Accounting Analyst, Internal Audit
- 30) Senior Coordinator, Capital Assets
- 31) Senior Coordinator, Development Liaison
- 32) Senior Economic Development Officer
- 33) Senior Financial Analyst
- 34) Senior Water Resources Engineer
- 35) *Specialty Course Instructors (hired on a contractual basis)

Clarity Note(s)

1. It is agreed and understood that the positions and their job titles identified above are subject to change from time to time at the Corporation's discretion.
2. It is further agreed and understood that any position excluded from the bargaining unit shall be excluded according to the provisions of the *Labour Relations Act* as amended from time to time. The Corporation will advise the Union of all newly created positions excluded from the bargaining unit prior to such positions being posted.

2.02 Definitions:

Employee - Any individual employed by the Corporation to whom the Collective Agreement applies.

Permanent Employee - An employee hired on a permanent basis who has successfully completed the required probationary period.

Temporary Employee - An employee typically hired to perform overflow work and to fill in during peak periods whose term of employment shall not exceed six calendar months. The term of employment may be terminated at any time by the Corporation without notice except as provided for in the *Employment Standards*

Act. Temporary employees shall not be used to avoid filling a permanent vacancy.

Relief Employee - An employee who is hired on a non-permanent basis as a result of an existing employee being on an approved leave or performing modified work. The term of employment may be terminated at any time in writing by the Corporation without notice except as provided for in the *Employment Standards Act*.

Probationary Employee - A newly hired employee who is serving the required probationary period of a permanent position. A probationary employee shall not be covered by any of the terms of this Agreement except the established pay grade and Articles 3, 6, 13, 20.05, 20.08, 21, 22.01, 22.02, 24, 25, 26, 27, 30, 36 and Appendix B. Except for these Articles, a probationary employee shall not have recourse to the grievance procedure. The employment of a probationary employee may be terminated during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as defined in Article 3 as the basis of such termination.

Term Employee - A non-permanent employee who is hired with an established start date and an end date to perform seasonal work. Term employees shall not be used to avoid filling a permanent vacancy.

Promotion - A permanent change in classification from one job to another job as a result of job competition, where the latter job is in a higher pay grade than the former job.

Transfer - A permanent change in classification from one job to another job as a result of job competition, where the latter job is in the same or a lower pay grade than the former job.

Corporation - The Corporation of the City of Pickering.

Union - Canadian Union of Public Employees, Local 129.

Trial Period - A stated period of time an existing employee serves in a permanent vacancy to demonstrate competency and suitability in the new job.

Probation Period - A stated period of time in which a newly hired employee uses to demonstrate competency and suitability in a particular job.

Employee Hours:

Full-time - Employees assigned to work regularly scheduled bi-weekly hours consisting of 70 hours but no more than 80 hours bi-weekly.

Part-time - Employees who consistently work less than the bi-weekly hours of a Full-time position.

Article 3 - No Discrimination/Harassment

- 3.01 The Corporation and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced by them or their representatives or members with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability nor by reason of political or religious affiliation, membership or non-membership in the Union, or because of any employee's activity or lack of activity in the Union.
- 3.02 The Corporation and the Union further agree that in accordance with the *Ontario Human Rights Code* and *Occupational Health & Safety Act*, all forms of harassment and violence are strictly prohibited.
- 3.03 It is agreed and understood that an employee may choose to either submit a grievance related to Discrimination/Harassment or to utilize the procedures set out in the Respect in the Workplace Policy. Should an employee file a complaint under the Respect in the Workplace Policy, they may withdraw the complaint and initiate a grievance at Step 2 or file a grievance in accordance with Article 7.04.

Article 4 – No Strikes or Lock-outs

- 4.01 So long as this Agreement continues to operate, there shall be no strikes or lock-outs as those terms are defined in the *Labour Relations Act*.

Article 5 – Corporation's Rights

- 5.01 The Union acknowledges that it is the exclusive function of the Corporation to hire, promote, demote, transfer and suspend employees, and also the right of the Corporation to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that they have been disciplined or discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 5.02 The Union further recognizes the right of the Corporation to manage its business in all respects in accordance with its commitments and responsibilities. The right to decide on the number of employees needed by the Corporation at any time, the right to add or delete positions, the right to use methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Corporation.
- 5.03 The Corporation also has the right and the Union recognizes it to make and alter from time to time reasonable rules and regulations to be observed by the employees. Such changes and general rules and regulations shall be posted on the bulletin board and shall not be inconsistent with any of the provisions of this Agreement having particular regard for the provisions of Articles 12, 15 and 18

respecting various seniority rights, as contained herein. Wherever possible, the Union shall be given seven days prior notice of such changes.

- 5.04 The Corporation shall not exercise these rights in a manner inconsistent with the terms of this Agreement.

Article 6 – Union Security

- 6.01 The Corporation recognizes the Union as the sole and exclusive collective bargaining agent for the employees who fall within the scope of this Agreement.
- 6.02 All employees in the Bargaining Unit will be required to pay to the Union an amount equal to the current monthly Union dues, whether a member or non-member, so long as the Union is the recognized bargaining agent.
- 6.03 The Corporation shall deduct from the wages of each employee, a sum equal to the Union's current monthly dues and remit monies so deducted to the Secretary-Treasurer of the Union. The Union shall receive a list of names showing employment status code (such as full-time, part-time, temporary, term), department code, regular earnings, and dues deducted. The list shall identify new hires. The Union shall keep the Corporation informed in writing as to the names and addresses of the proper officers.
- 6.04 The Corporation shall provide to the Union twice a year a list of names, addresses and phone numbers of all its employees.

Article 7 - Grievances

7.01 Grievance Defined

A grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement. Grievances shall be of three types namely:

- (a) Individual grievances - that is, a grievance relating to or affecting a specific employee.
- (b) Policy/Union grievance - that is, a grievance directly between the Corporation and the Union. It is agreed and understood that a Policy/Union grievance shall be filed under Step 2 and the time limits set out with respect to that Step shall apply. Policy/Union grievances may only be submitted by the Union Executive.
- (c) Group grievance - that is, where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union Executive may present a group grievance and such grievance shall be filed at Step 2 and the time limits set out with respect to that Step shall apply.

7.02 Grievances, in order to be processed, must state the sections of the Agreement allegedly violated, and all the necessary details of the matter to be resolved, as well as any relief sought by the employee(s). The grievance must also bear the signature of the employee(s) or a union representative. An earnest effort shall be made to settle any complaints or grievances arising out of this Agreement fairly and promptly in the following manner.

(a) Complaint Step

The employee must, but within ten working days of the act or omission which is the reason for the complaint being made, or ten working days from the time the act or omission ought to have reasonably come to the attention of the employee, verbally present the complaint to their immediate non-union supervisor identifying it as one under the Complaint Step of the grievance procedure. At the employee's discretion, a Union Representative may be present at this meeting. It is understood that an employee has no grievance until they have given their immediate non-union supervisor an opportunity to resolve the complaint. The immediate non-union supervisor must give their response in writing within five working days of the meeting.

(b) Step 1

Failing resolution at the Complaint Step, the employee and a Union Representative may file a grievance with the employee's Director within five working days from the date the immediate non-union supervisor's response should have been given.

The Director/ Division Head, shall, within five working days from the date they received the written grievance, hold a meeting with the employee, accompanied by a Union Representative. The Director/ Division Head shall give their decision, in writing, within five working days of such meeting.

(c) Step 2

Failing resolution of the grievance at Step 1, the Union, within five working days of the date the decision of the Director/ Division Head should have been given, may file the grievance in writing with the Chief Administrative Officer or Human Resources designate, who shall within five working days of the filing of the grievance, hold a meeting with the employee(s), accompanied by a Union Representative. In addition, the Union President or the Chief Shop Steward may elect to attend.

The Chief Administrative Officer or Human Resources designate shall within five working days after such meeting, give their decision on the matter in writing.

(d) Step 3

Failing resolution of the grievance at Step 2, the Union may submit the matter to arbitration according to the procedure outlined in Article 8 within 20 working days of the date the decision of the Chief Administrative Officer or Human Resources designate should have been given.

- 7.03 Policy/Union grievance and Group grievances shall be filed in writing at Step 2 of the grievance procedure and shall be submitted by the Union within 15 working days from the time the incident giving rise to the grievance occurred, or ought to have reasonably come to the attention of the Union.
- 7.04 A grievance filed as a result of the outcome of an investigation conducted by Human Resources in accordance with the Respect in the Workplace Policy shall be submitted at Step 3, according to the procedure outlined in Article 8 within 20 working days of the outcome being communicated to the Complainant.
- 7.05 A grievance filed as a result of a job posting outcome shall be filed at Step 2 of the grievance procedure and shall be submitted within five working days of the unsuccessful applicant being notified. The unsuccessful applicant will be advised of the general rationale for the decision and, where the job posting is filled internally, the name of the successful applicant.
- 7.06 Except where time limits are extended by written agreement of the Parties, the submission and processing of any grievance must be followed according to the grievance procedure set out herein, and all Steps thereof. Time periods stipulated in this Article shall be counted from the working day following the filing of the complaint, grievance or decision.
- 7.07 Any decision given either at the Complaint Step or any other Step of the grievance procedure shall be given in writing with copies to the employee, the Union Representative present at the meeting, Union President and the Union Secretary.
- 7.08 For the purpose of this Article, a working day shall be defined as Monday through Friday, exclusive of Saturdays, Sundays and paid holidays.
- 7.09 For the purpose of this Article, Union representative shall mean a shop steward or a member of the Executive who has been trained in resolving grievances. The Union will furnish the Corporation with a listing of those Executive Members who are eligible to attend such meetings.
- 7.10 The Union may elect to have a CUPE National Representative attend a Step 2 meeting provided that the Union notifies the Corporation prior to such meeting.
- 7.11 All grievances are the property of the Union and shall be processed and controlled by the Union through the various steps.

Article 8 - Arbitration

- 8.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its

desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five days, inform the other Party of the name of its appointee to the Arbitration Board. Where both Parties agree, a single Arbitrator who shall have the same powers and limitations as a Board of Arbitration may be substituted for a Board of Arbitration. In such case, the Parties shall endeavour to agree on the selection of an Arbitrator. If the Parties are unable to agree appointment shall be made by the Ministry of Labour upon the request of either Party.

- 8.02 The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within 15 days, the appointment shall be made by the Ministry of Labour upon the request of either Party.
- 8.03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.
- 8.04 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way to modify, add to or detract from any provision of this Agreement.
- 8.05 Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairperson.

Article 9 – Discharge and Discipline Cases

- 9.01 This Article applies only to permanent employees.
- 9.02 In the event that an employee, other than an employee serving a probationary period, is discharged or disciplined and the employee considers that an injustice has been done, the employee may file a grievance pursuant to the provisions of Article 7.01 and such grievance shall be proceeded with accordingly, except that Step 1 shall be omitted and the employee shall have the right to proceed directly to Step 2.
- 9.03 Where an employee's grievance against discharge or discipline duly comes before an Arbitration Board, the Board may make a ruling,
 - (a) confirming the Corporation's action, or

- (b) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of this case), or
- (c) disposing of the grievance in any other manner which may be just and equitable in the opinion of the Board.

9.04 Where an employee has received no discipline for a period of two years, any disciplinary notation older than two years which is not related to a suspension shall, if the employee so requests in writing, be removed from the employee's file. Employees may further request, and the Corporation shall consider, the removal of other items of concern to the employee where the employee has received no discipline for a period of two years. This clause does not affect final warnings or warnings which accompany suspensions.

Article 10 – Labour/Management Committee

- 10.01 The purpose and function of this Committee shall be to discuss matters of mutual interest and concern, in order to promote and facilitate harmonious relationships and settled conditions between the Corporation and the Union. The Committee shall be composed of the Chief Administrative Officer and up to three designates and the Union President and three appointed representatives. It is understood and agreed that the Committee will not discuss grievances.
- 10.02 Meetings shall occur on a quarterly basis. Agenda items are to be submitted five working days in advance of each meeting. It is agreed that Union Representatives shall be paid for time spent at such meetings during their regular working hours.
- 10.03 The Parties agree the issue of work being contracted out by the City will be a standing item on the agenda at Labour Management Meetings. The discussion will be focused on what work can be done by Union employees.

Article 11 – Union Committees and Stewards

- 11.01 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 11.02 The Union shall advise the Corporation of the names of the employees and their alternates appointed to those Committees or selected as Stewards. The number of Stewards from a department or facility shall be by mutual agreement.
- 11.03 The Union acknowledges that employees appointed to Committees or as Stewards will continue to perform their regular duties on behalf of the Corporation and that such persons will not leave their duties without first obtaining the permission of their immediate non-union supervisor or respective Director, and upon the completion of Union duties shall report back to their immediate non-union supervisor or respective Director, or to any job to which they have

previously been directed, and give any reasonable explanation which may be requested with respect to their absence. It is understood that such permission shall not be unreasonably withheld.

- 11.04 a) The Corporation shall endeavour to provide new employees with a list of Union representatives within the first week of employment.
- b) The Corporation provides Orientation Sessions on a monthly basis for new employees. The President or their designate, where appropriate, shall be allowed to participate in these sessions without loss of pay or benefits. The purpose of the Union's participation in these sessions is to provide new employees with an introduction to the Union and a brief overview of their rights as a unionized employee.
- 11.05 In accordance with this understanding, employees appointed to the Bargaining Committee, the Job Evaluation Committee, the Health and Safety Committee, the Labour-Management Committee and Stewards meeting with Corporation representatives on grievance or disciplinary matters will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with any matter arising out of this Agreement, provided the matter cannot be dealt with outside of regular working hours. The Corporation shall grant up to two working days paid leave for each member of the Union's Bargaining Committee (maximum four employees) for the purpose of preparing proposals for bargaining and/or ratification. The Union shall make this request in writing providing ten days notice.
- 11.06 Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Corporation reserves the right to withhold payment if the Committee member or Steward does not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.
- 11.07 When an issue has arisen which may result in discipline being imposed, the supervisor arranging the meeting to investigate the issue and/or impose the discipline shall advise the employee of their right to have a Union Representative present. If the employee so chooses, the supervisor shall arrange for the presence of a Union Representative and an appropriate amount of time will be scheduled to provide the employee with the opportunity to confer with their Union Representative prior to and at the conclusion of the meeting, if necessary.

Article 12 - Seniority

- 12.01 Seniority means the ranking of each employee according to the length of continuous service as a permanent employee in the bargaining unit starting from the date of last hiring.
- 12.02 Upon successful completion of the probationary period, an employee shall be credited with seniority from date of hire.

- 12.03 Despite the generality of Article 12.01, an employee shall continue to acquire seniority if absent from work for the following reasons and for the periods of time shown:
- (a) while the employee remains in the employ of the Corporation;
 - (b) subject to the provisions of Article 20, Leave of Absence;
 - (c) the first three months of any unpaid leave of absence granted by the Corporation under Article 20;
- 12.04 The Corporation shall maintain a seniority list showing the date upon which each permanent full-time employee's service commenced. Where two or more employees have the same seniority date, the employee with the lower payroll number shall be deemed to be senior.
- 12.05 The Corporation shall maintain a separate seniority list showing the accumulated hours as per Article 12.09 (a) and the start date of each permanent part-time employee.
- 12.06 (a) A Permanent full-time employee seniority list shall be sent to the Union and posted on all bulletin boards on the first Monday following the week of the January 1st holiday of each year showing seniority accumulated up to and including December 31st of the previous year.
- (b) A Permanent part-time employee seniority list shall be sent to the Union and posted on all bulletin boards by January 31st in each year, showing seniority accumulated up to and including December 31st of the previous year.
- 12.07 An employee's seniority rights and employment shall be terminated if:
- (a) the employee quits or retires;
 - (b) the employee is discharged and not reinstated under the terms of this Agreement.
 - (c) the employee fails to return without justification within five working days of receipt of notice of recall. Notice of recall may be by telephone or telegram confirmed by registered mail to the employee's last known address on file with the Corporation. If notice of recall is by registered mail, it shall be deemed to have been received on the second day following registration.
 - (d) the employee is laid off and not re-called for a continuous period of 24 calendar months.
- 12.08 Where a full-time permanent employee becomes a part-time permanent employee, their accumulated seniority will be pro-rated to that of a permanent part-time employee using a conversion factor of 1820 or 2080 hours per year of service, based on the regular hours of work in the most current full-time permanent position held. The employee's name will be transferred to the seniority list for part-time permanent employees.

- 12.09 (a) Seniority for Permanent part-time employees shall be calculated on the basis of all regularly scheduled hours paid (excluding overtime) and will include unpaid vacation entitlement utilized in accordance with Article 27.03, any unpaid leave granted in accordance with the *Employment Standards Act* and as stipulated in Article 12.03.
- (b) Where a part-time permanent employee's status is changed to that of a full-time permanent employee, their seniority will commence as of the date they attained such status. In addition, they will be credited with seniority accumulated as a part-time permanent employee. Their accumulated seniority will be converted using a conversion factor of either 1820 hours or 2080 hours per year of service, based on the regular hours of work in the most current part-time permanent position held. Under no circumstances will the employee's converted seniority date be earlier than that of the employee's date of hire.

Article 13 – Hours of Work and Premium Pay

13.01 Regular Daily Hours

- (a) (i) The regular workday for full-time employees shall mean either seven or eight hours as determined by the Corporation, excepting meal breaks. The normal hours of work shall be scheduled between 7:00 am and 5:00 pm.
- (ii) For payroll and scheduling purposes regular work day means the number of hours, to the nearest quarter-hour, worked by an employee in a 24 hour period commencing at 12 midnight.
- (iii) The regular pay period shall be every two weeks.
- (iv) In the case of Public Works Employees, the regular work day may be subject to variation by the Director such that it extends before 7:00 am or after 5:00 pm. In making variations to the regular work day, the needs of the most senior employees in the job classification required will be considered to the extent possible. Affected employees shall be given at least seven calendar days notice of such change. In the case of employees involved in the construction and maintenance of outdoor ice rinks, a shorter notice period may apply.
- (v) In the case of Community Services employees, the regular work day may be subject to variation by the Director such that it extends before 7:00 am or after 5:00 pm. In making variations to the regular work day, the needs of the most senior employees in the job classification required will be considered to the extent possible. When the regular work day of a full-time employee is to be varied by the Director, the employee so affected shall be given at least seven calendar days notice of such change.

- (vi) The current hours of work for full-time permanent employees are outlined in Appendix B.
 - (vii) The hours of work for permanent part-time employees are determined by the Corporation. The schedule shall be posted five days in advance where possible on identified bulletin boards.
 - (viii) Where a fitness program/class is seasonal and is scheduled to run a further season, the employee who was most recently scheduled for that program/class, where practicable, shall be given the first opportunity to deliver that program/class. It is understood that the scheduled time slot for that program/class may be altered by the Corporation.
- (b) The regular work week shall mean 35 or 40 hours within a seven day period commencing on Monday and ending on Sunday.
 - (c) Meal breaks shall be either one hour or one-half hour unpaid or paid as outlined in Appendix B. Where the Corporation requires an employee to remain on duty during the meal break, the break shall be either one or one-half hour paid.
 - (d)
 - (i) All employees working full-time hours shall be granted a 15 minute rest period during the first and second halves of the work day to be taken at a time directed by the immediate non-union supervisor.
 - (ii) All employees working part-time hours who work three consecutive hours or more shall be entitled to a 15 minute rest period to be taken at a time directed by the immediate non-union supervisor.
 - (e) No employee shall be laid off at any time from their regular shift in order that the Corporation may avoid the payment of any premium under this Article.
 - (f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
 - (g)
 - (i) It is understood that all employees shall be at their workplace and ready to assume their duties at the commencement of their workday.
 - (ii) Any employee who is unable to report to work at the normal starting time shall notify their foreperson or immediate non-union supervisor according to departmental call-in procedures which shall be posted in each department.

13.02 Shift Operations

- (a) Article 13.02 applies only to permanent employees.
- (b) All employees shall receive a shift premium of \$1.70 effective April 1, 2022 (\$1.80 effective April 1, 2023) for all full hours worked between 5:00 pm and 7:00 am.

13.03 Overtime

- (a) Overtime means authorized work performed in excess of the employee's regular work day in a 24 hour period or regular work week. For payroll and scheduling purposes, a 24 hour period shall begin at 12 midnight in any day.
- (b) To qualify for overtime compensation, a part-time employee's work day or work week must be that of a full-time employee performing the same work.
- (c) The Parties to this Agreement recognize that the needs of the Corporation may require the performance of overtime work from time to time. When the Corporation decides that overtime is required, such work will be offered to qualified employees in accordance with 13.03 (d) below, within the sections (assigned Facilities) in which the overtime is required.
- (d)
 - (i) For overtime caused by emergencies beyond the control of the Corporation, or caused by an employee absence characterized by little or no notice, the Corporation may offer such overtime to an employee who is already on site, seniority notwithstanding. Emergencies beyond the control of the Corporation shall include sudden storm, flood or the potential thereof; an employee absence or departure which is characterized by little or no notice; and danger to life and/or property.
 - (ii) All other overtime will be offered first to permanent qualified full-time employees. The Corporation will attempt to distribute available overtime as equitably as is practical by using rotating seniority-based lists of qualified permanent full-time employees by the job classification required. The first person on the list shall have the first opportunity and whether they accept, decline, or is unavailable, shall be deemed to have had their opportunity. It is agreed and understood that any valid claim of inequitable distribution shall result in an employee's entitlement to the next opportunity to perform scheduled overtime that they are qualified and available to perform.
 - (iii) When there are no permanent full-time employees who are available, the process outlined in (ii) above shall be repeated using a rotating seniority-based list of qualified permanent part-time employees.
- (e) Overtime shall be compensated for at the rate of 1.5x the employee's regular rate of pay or 2x the employee's regular rate of pay for overtime worked on a Sunday or on any of the paid holidays outlined in Article 26.01 (a).
- (f) The rotating seniority-based lists referred to in Article 13.03 (d) (ii) and (iii) will not be applicable to any employee while they are on Stand-by Duty referred to in Article 13.06 unless the overtime opportunity involves bridge clearing and flooding of outdoor rink(s).

- (g) For the Operations Centre, overtime tracking lists shall be maintained and updated on a weekly basis and posted each Wednesday. Such lists shall be available for review by employees upon request.
- (h) For employees who are required to attend meetings outside their normal hours of work, the Corporation shall make every effort to provide work opportunities between the end of business day and the commencement of the meeting. In such instances the employee will be required to take a half hour or one hour unpaid meal-break.

13.04 Time off in Lieu

- (a) Providing an employee advises the immediate non-union supervisor prior to the submission of time sheets to Payroll, they may bank time off in lieu of overtime pay at the applicable overtime rate for each hour worked. Overtime must be paid or banked as lieu time during the pay period in which it is accumulated. At no time will an employee's bank exceed five working days which may be taken consecutively at a time mutually agreed upon by the employee and their supervisor and shall not be unreasonably withheld.
- (b) Time off in lieu earned up to and including November 30th must be taken in the calendar year in which it is earned or it will be paid out before December 31st. Time off in lieu earned in December may be carried over into the next year. Any application for carry over shall be in writing.

13.05 Emergency Call In

- (a) Where an employee has completed their regular shift and has left the Corporation's premises and without prior notification is called in to perform overtime work, they shall be paid a minimum of three hours pay at the applicable overtime rate shown in Article 13.03 (e). This clause will come into effect only once in any three hour period.
- (b) Where an employee has completed their regular shift and has left the Corporation's premises and without prior notification is called by the Corporation to address a concern/issue that can be dealt with over the phone, they will be compensated for the time spent (rounded up to the nearest quarter hour) at the applicable overtime rate shown in Article 13.03 (e).
- (c) For Employees in the Information Technology Division, where an employee has completed their regular shift and without prior notification is called by the Corporation to address a concern/issue that can be dealt with remotely, they will be paid a minimum of two hours pay at the applicable overtime rate shown in Article 13.03 (e). This clause will come into effect only once in any two hour period.

13.06 Stand-by Duty

- (a) Any employee required to be on stand-by duty during off-duty hours shall be paid \$33.00 (\$35.00 effective April 1, 2024) for each day of stand-by, in addition to any monies they may be entitled to on call-ins.
- (b) Employees shall provide the Corporation with a phone number where they can be reached for stand-by duty.
- (c) Employees must be available for call-ins at all times during stand-by duty. No stand-by duty payment shall be granted if an employee is unable to report to work. Departmental call-in procedures must be followed prior to the start of the stand-by duty period.
- (d) Employees assigned to winter stand-by shall commence stand-by duty on Monday at 7:30 am and shall be assigned for a one week period at a time. When winter stand-by is enacted employees on the weekly list shall be called in order of seniority by the job classification required. The Corporation will maintain an overtime tracking list, which shall be updated on a weekly basis and available for review by employees upon request.

13.07 Meal Allowances

When an employee, who is already at work, is required to continue to work on overtime after completion of their scheduled hours of work, which continues in excess of two hours, the employee shall be paid for a meal allowance in the amount of \$17.00.

13.08 Travel Allowance

Employees who are required to use their personal vehicle for use on the job shall be reimbursed at the rate of \$0.61 per kilometer for the first 5,000 kilometers driven in each calendar year and at the rate of \$0.55 per kilometer thereafter. It is agreed and understood that the Corporation may review and adjust these rates during the life of this Agreement.

13.09 DZ Licence

The Corporation will reimburse each Permanent Full-time Employee that is required by the employer to maintain a DZ licence, up to \$100 to cover the cost of one mandatory medical examination to complete the Ministry of Transportation of Ontario (MTO) Medical Report at each age-based frequency as required by MTO. The Employee will be required to submit evidence of payment to be eligible for reimbursement.

Article 14 – Creating Positions and Posting Job Vacancies

- 14.01 When a new position within the bargaining unit is to be created, the Corporation shall advise the Union of the title, the nature of the position, the proposed wage or salary rate, and the required qualifications. The Corporation shall discuss with

the Union if a vacancy is not going to be posted in accordance with the Collective Agreement.

- 14.02 Notices of permanent job vacancies and newly created positions of a permanent nature in the bargaining unit shall be posted for a period of five working days in all departments. Any such notice thereof shall contain the job title, the nature of the job, the qualifications required, the wage or salary rate and other relevant information.
- 14.03 Any employee who wishes to be considered for the job vacancy shall submit a written application to the official of the Corporation named in the notice within and not after five working days of the posting of the notice, or within such other longer period of time as may be set out in the notice, setting forth their present qualifications.

Article 15 - Filling Job Vacancies

- 15.01 Where a job vacancy falling under the scope of this Agreement is posted under Article 14.02, qualified applicants from within the bargaining unit shall be interviewed and assessed before external applicants are considered. In assessing the qualifications of each employee, the employee with the most seniority shall be awarded the job in accordance with Articles 15.02, 15.03 and 15.04, provided that they have the qualifications to perform the requirements of the job.
- 15.02 When two or more full-time permanent employees (and no part-time permanent employees) are applying for a full-time permanent or part-time position, the full-time permanent employee with the most seniority according to the Full-time Permanent Seniority List shall be awarded the position, provided that the employee has the qualifications to perform the requirements of the job.
- 15.03 (a) When one or more full-time permanent employees and one or more part-time permanent employees are applying for a full-time permanent or part-time position, the full-time permanent employee with the most seniority according to the Full-time Permanent Seniority List shall be awarded the position, provided the employee has the qualifications to perform the requirements of the job.
- (b) When one or more full-time permanent employees and one or more part-time permanent employees are applying for a full-time permanent or part-time position, and no full-time permanent employee has the qualifications to perform the requirements of the job, then the part-time permanent employee with the most seniority according to the Part-time Permanent Seniority List shall be awarded the position, provided that that employee has the qualifications to perform the requirements of the job.
- 15.04 When two or more part-time permanent employees (and no full-time permanent employees) are applying for a full-time permanent or part-time position, the part-time permanent employee with the most seniority according to the Part-time

Permanent Seniority List shall be awarded the position, provided the employee has the qualifications to perform the requirements of the job.

- 15.05 Temporary, Relief and Term employees will only be considered for posted vacancies when no applicant with seniority is qualified for the position.
- 15.06 If there is no successful applicant from the bargaining unit for a posted job vacancy, the Corporation may fill such vacancy from outside sources, provided it advises the Union of its intent to do so and does not advertise such vacancy until applicants from the bargaining unit are advised of the Corporation's decision. Any vacancy not filled later than six months from the closing date of the posting must be reposted utilizing Article 14.02 of this Agreement, should the Corporation decide (a) the vacancy still exists and (b) to fill the vacancy.
- 15.07 All newly hired employees shall be on probation for a period of 60 working days from date of hiring, which may be extended for a further 60 working days by mutual agreement between the Corporation and the Union. On successful completion of the probationary period, employees will be credited with seniority from their date of hire. It is agreed and understood that work on any part of a day counts as a working day for the purpose of this Article.
- 15.08 An employee who has successfully applied for a job vacancy shall serve a trial period consisting of 120 working days which may be extended by mutual agreement between the Corporation and the Union. It is agreed and understood that work on any part of a day counts as a working day for the purpose of this Article.
- (a) Where an employee who has successfully applied for a job vacancy, at their option, or at the decision of the Corporation, should be returned to their former job during the trial period, any other employee affected by the return shall be returned to their former job. Any employee so affected will be placed in their former job as though they have not left it insofar as the wage rate, increment date and accrued seniority are concerned.
 - (b) Where an employee serving a trial period wishes to return to their former job, or it is determined by the Corporation that an employee serving a trial period cannot satisfactorily perform the job, the Corporation will attempt to return the employee to their former job within 20 working days of the employee providing notice to the Corporation or the Corporation providing notice to the employee.
 - (c) The Corporation may fill any vacancy resulting from Article 15.08 (a) by appointing the next most senior qualified applicant in the competition. If there is no qualified applicant, the Corporation may fill the vacancy from outside sources.
 - (d) The Corporation shall not consider any employee for any job vacancy during the probationary period. An employee serving a trial period shall not be permitted to apply for any subsequent job vacancies for a period of

three calendar months from the effective date of the appointment, except with the approval of the designated Human Resources representative.

Article 16 - Special Transfers and Placements

- 16.01 With the exception of Article 16.02 (a) that applies to all employees, the remainder of Article 16 applies solely and exclusively to permanent employees.
- 16.02 Articles 15.01, 15.02, 15.03 and 15.04 shall not apply to an employee placed in another position resulting from or necessitated by:
- (a) the revocation, loss or suspension, by an agency other than the Corporation, of any employment qualification or licence that is required in the employee's classification or position;
 - or
 - (b) the exercise by the Corporation of any of its rights under Article 5.02.
- 16.03 (a) Any employee is required to give their immediate non-union supervisor written notice of a loss of employment qualification, which includes the loss or suspension of a driver's licence. Such notice must contain the type and duration of the loss or suspension and must be given within two working days of the employee becoming notified of such loss or suspension. The employee must not perform any work which requires the lost qualification. Failure to provide such written notice within the stipulated period will be treated as a matter of discipline.
- (b) In the event that an employment qualification of a permanent employee is lost or temporarily suspended, the Corporation shall place the employee in an available position for which the employee has the required qualifications. The placement might be either temporary or permanent as mutually agreed to by the Parties. The available position must be one in which there is no requirement for the lost qualification. In such case, the employee's pay will be adjusted to the rate of pay for the position into which the employee has been placed, at the employee's current step in the pay grade.
 - (c) Where the option outlined above in 16.03 (b) cannot be applied, or where there is no position currently available, the employee will be placed on a leave of absence without pay for the period of loss of employment qualification, or until a position for which the employee has the required qualifications becomes available.
 - (d) An employee returning from a leave of absence without pay, or relocation from a position into which they were temporarily placed during the period of the loss of employment qualification, will be placed in their former position if available, or in an alternate position for which the employee possesses the required knowledge, skills, abilities or the qualifications. An employee must give at least ten working days written notice of return to the Corporation.

16.04 Any employee who has become unable to handle their customary work to advantage, owing to age or other infirmity, shall be given preference for any available work within that employee's capabilities, in accordance with the *Ontario Human Rights Code* and their rate of pay shall be maintained for a period of six (6) months if placed in a lower paying job, providing they do not replace another employee. After six months they shall be placed at the step in the pay grade for the new position that affords the smallest decrease in pay.

Article 17 - Temporary and Relief Employees

- 17.01 Temporary and Relief employees do not accrue seniority.
- 17.02 The term of a Temporary employee may be extended by written agreement between the Corporation and the Union.
- 17.03 The Corporation shall provide the Union with a list of Temporary and Relief employees in the first week of each month. That list shall contain the starting date of each employee and the department in which the employee is working.
- 17.04 Temporary and Relief employees shall not be governed by any terms of this Agreement except the established pay grade and Articles 3, 6, 21 and 26. Article 13.06 shall apply to Relief employees. Except for these Articles, Temporary and Relief employees shall not have recourse to the grievance procedure.
- 17.05 Except for the one-day floating holiday, Temporary and Relief employees shall be entitled to paid holidays under Article 26 in accordance with the terms and provisions of the *Employment Standards Act* as amended from time to time.
- 17.06 Vacation, or vacation pay for temporary and relief employees shall be granted in accordance with the terms and conditions of the *Employment Standards Act* as amended from time to time.
- 17.07 Overtime as defined in Article 13.03 (a) and (b) will be paid at the rate of 1.5x the employee's regular rate of pay or 2x for overtime work performed on a Sunday.

Article 18 - Lay-Off and Recall from Lay-Off

18.01 Lay-Off Defined

A lay-off shall mean a temporary severance of the employment relationship typically due to lack of work or when a job is declared permanently redundant.

18.02 Role of Seniority in Lay-Offs

In the event of a lay-off, employees shall be retained in the order of seniority provided they have the required qualifications to fill the positions available.

18.03 Advance Notice of Lay-Off

In the case of lay-off, the Corporation in accordance with the *Employment Standards Act*, shall notify all permanent employees who are about to be laid off a minimum of 15 working days prior to the effective date of lay-off. If the employee has not had the opportunity to work their regularly scheduled shifts during the 15 working days after notice of lay-off, they shall be paid in lieu of work for that part of 15 working days during which regularly scheduled work was not made available.

18.04 Temporary Lay-Off Procedure

A permanent employee subject to lay-off will be placed using the following procedures in the order set out below:

- (a) After discussion between the Parties, an employee will first be offered any available vacancy for which the employee has the required qualifications and for which there is no qualified internal applicant. It is agreed and understood that any available vacancies shall include positions held by Temporary, Relief or Term employees. The employee will have a maximum of two working days to accept or reject such offer. If accepted, and the hourly rate is lower in the vacant position, the employee's hourly rate will be maintained for a period of three calendar months while they remain in the vacant position. After three calendar months, their pay level will become that of the vacant position, but the increment date and the step in the pay level of the vacant position will remain the same as in their previous position. If the employee is at the top of the pay level in that vacant position, they will not receive any further increments but will receive any negotiated wage increases.
- (b) If the employee does not accept the vacancy they will be laid off with no access to the bumping procedure. If there are no vacancies available for which the employee has the qualifications, the employee shall have access to the bumping procedure and can bump the least senior employee in the same or lower pay grade occupying a position for which they have the qualifications. The least senior employee who is bumped will not have access to the bumping procedure.
- (c) It is agreed and understood that an employee will be recalled to their former position at the end of the temporary lay-off.

18.05 Permanent Reduction in the Work Force

A permanent employee subject to lay-off will be placed using the following procedures in the order set out below:

- (a) After discussion between the Parties, an employee will first be offered any available vacancy for which the employee has the required qualifications and for which there is no qualified internal applicant. The employee will have a maximum of two working days to accept or reject such offer. If accepted, and the hourly rate is lower in the vacant position, the

employee's hourly rate will be maintained for a period of six calendar months while they remain in the vacant position. After six calendar months, their pay level will become that of the vacant position, but the increment date and the step in the pay level of the vacant position will remain the same as in their previous position. If the employee is at the top of the pay level in that vacant position, they will not receive any further increments but will receive any negotiated wage increases.

- (b) If there are no vacancies available for which the employee has the required qualifications, or if the employee does not accept a vacancy, they shall be given bumping rights in accordance with Article 18.06.
- 18.06 (a) Any full-time permanent employee who has received notice of lay-off and cannot be placed under Article 18.05 may up to seven calendar days after the date of such notice:
- (i) bump into any other full-time permanent position held by an employee with the least seniority in any job classification according to the Full-time Permanent Employee Seniority List; or
 - (ii) bump into any part-time permanent position in accordance with Article 18.02, so long as the bumping employee has the qualifications to perform the requirements of the position.
- (b) Any part-time permanent employee who has received notice of lay-off and cannot be placed under Article 18.05 may up to seven calendar days after the date of such notice, bump into any other part-time permanent position held by an employee with the least seniority in any job classification according to the Part-time Permanent Employee Seniority List, so long as the bumping employee has the qualifications to perform the requirements of the position.
- (c) Any full-time permanent employee who has received notice of being bumped by another employee who cannot be placed under Article 18.05 may up to five working days after the date of such notice:
- (i) bump into any other full-time permanent position held by an employee with the least seniority in any job classification according to the Full-time Permanent Employee Seniority List; or
 - (ii) bump into any part-time permanent position in accordance with Article 18.02, so long as the bumping employee has the qualifications to perform the requirements of the position.
- (d) Any part-time permanent employee who has received notice of being bumped by another employee and cannot be placed under Article 18.05 may, up to five working days after the date of such notice, bump into any other part-time permanent position held by an employee with the least seniority in any job classification according to the Part-time Permanent Employee Seniority List, so long as the bumping employee has the qualifications to perform the requirements of the position.

- (e) It is agreed and understood that once an employee has exercised their bumping rights they will be reclassified to the new position.
 - (f) If an employee is unable to exercise the right to bump or chooses not to bump, they will be laid off.
- 18.07 The most senior employee laid off (subject to Article 12) who has the required qualifications will be the first to be recalled to a permanent position.
- (a) An employee who is laid off is responsible for advising the Human Resources Division, in writing, of their current mailing address and telephone number and any subsequent changes thereto.
 - (b) Employees will be contacted by telephone or by registered mail, receipt of which will be deemed effective the second day after registration, to the employee's last known address on file. Should the employee fail to return without justification within five working days of receipt of notice of recall, or should the employee's address no longer be valid, the employee will be struck from the recall list and all employment obligations towards them shall end. In such case, the next laid off employee will be contacted and offered the position.
- 18.08 No temporary, relief or term employee shall be hired at the expense of a permanent employee being laid off.
- 18.09 Persons shall not be hired from outside sources until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off permanent employee shall be eligible to be recalled to a permanent position for a continuous period of 24 calendar months.
- 18.10 Grievances concerning lay-offs and recalls shall be initiated at the level of a Step 2 grievance.

Article 19 – Acting Assignments Outside the Bargaining Unit

- 19.01 An employee may only be promoted or transferred in an acting capacity to a position outside the bargaining unit with their consent. In such case, the employee shall retain their existing seniority and continue to accrue seniority for a further period of one year, during which time the employee will continue to pay union dues in accordance with Article 6.02.
- 19.02 If, within that one year period, the employee elects to return to their position vacated, or is returned by the Corporation to the position vacated, or another position that is subject to the provisions of this Agreement, the employee shall carry the accumulated seniority with him or her.
- 19.03 If, after a one year period the employee remains in the acting position, they shall continue to pay union dues in accordance with Article 6.02 but shall not continue to accrue seniority. When the employee returns to the position vacated, or

another position that is subject to the provisions of this Agreement, they shall be credited with accrued seniority in accordance with Article 19.01.

- 19.04 Employees who are acting in a position for longer than one continuous calendar month will be paid the applicable acting rate during any approved leave that occurs while acting after the first calendar month.

Article 20 - Leave of Absence

- 20.01 The Corporation may, at its discretion, grant a leave of absence without pay to any employee requesting such leave for reasons which the Corporation determines to be legitimate. The recipient shall use the leave of absence only for the purpose for which it was granted. Seniority shall continue to accumulate only during the first three calendar months of such leave.
- 20.02 Except in the case of an emergency, all requests for leaves of absence shall be in writing stating the reasons. Such requests must be submitted at least two weeks prior to the desired commencement date of the leave.
- 20.03 The Corporation will grant a leave of absence with pay, benefits, and without loss of seniority or occupational classification (save as hereinafter set out) for a maximum of two years to an employee who requests such a leave, by reason of their election or appointment as an Officer or Employee of CUPE, OFL or CLC. Only one employee at any one time will be granted such a leave. The Corporation shall bill that Organization for the employee's regular pay and benefits (including pension contributions).
- 20.04 Upon receipt of two calendar weeks of written notice, the Corporation will grant a leave of absence without loss of regular pay, benefits and seniority to employees selected or appointed by the Union to attend Union functions, meetings or training. Such written notice shall include the reason for the leave. In cases where two calendar weeks notice is not feasible, the Corporation shall consider and where practicable approve such leaves. The total annual cumulative leave of absence granted to all employees in the bargaining unit for this purpose shall not exceed 60 days. Not more than two employees may be absent from the same section at the same time. The Corporation shall bill the Union for the employee's regular pay for the leave of absence.
- 20.05 An employee called for jury duty or subpoenaed as a Crown witness or subpoenaed as a witness in a civil or criminal proceeding shall receive for each day absent from regularly scheduled working hours, the difference between average hourly earnings lost and the amount of jury or witness fee received, providing the employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received. It is agreed that this provision does not apply to arbitration proceedings.
- 20.06 The Corporation will grant to the elected Union President time off work without loss of regular pay to attend to Corporation or Union business concerns. The

President will not leave their duties without first obtaining permission of their immediate non-union supervisor or respective Director.

- 20.07 An employee who is on a leave of absence without pay for more than 30 consecutive calendar days shall not accrue further vacation and sick leave credits. The Corporation shall cease its payment on the premium cost of the employee's benefits on the 30th day of the leave of absence. If the employee requests, they will be allowed to continue such benefits by paying the full premium cost. The employee shall bear the full cost of OMERS contributions for any period of such leave.
- 20.08 Other job-protected leaves included within the *Employment Standards Act* will be granted in accordance with the terms and provisions outlined within, and as amended from time to time.

Article 21 – Pregnancy and Parental Leave

- 21.01 Pregnancy and Parental Leave will be granted in accordance with the terms and provisions of the *Employment Standard Act* as amended from time to time. Employees on such a leave will be entitled to the following:
- a) The Corporation shall continue to pay 100% of the benefits listed in Article 30.01 (a) to all Full-time Permanent Employees.
 - b) Permanent employees will be credited with seniority for the period of the leave.
 - c) Upon return from the leave entitlement to any increments due to negotiated pay increases or re-evaluation which occurred during the leave will be applied to their rate of pay.
- 21.02 An employee applying for Pregnancy and/or Parental Leave must provide the Corporation with a minimum of two weeks written notice of the date the leave is to begin. If requested by the immediate non-union supervisor, such notice shall be accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date. Employees applying for Parental Leave only must provide the Corporation with a minimum of four weeks written notice of the date the leave is to begin.
- 21.03 Employees on Pregnancy and/or Parental Leave shall continue to accrue vacation entitlement in accordance with Article 27. Such entitlement will not be subject to the maximum identified for carry-over in Article 27.05 (b).

Article 22 - Tools, Equipment and Clothing

- 22.01 Where required by the Corporation or by safety regulations, special clothing and equipment will be supplied to employees. In general, safety clothing and

equipment will apply to gloves, rubber coats, hats and rubber boots or other such clothing as is necessary to keep the employees warm and dry.

- 22.02 The Corporation will provide all tools and equipment necessary for employees to carry out the work of the Corporation.
- 22.03 Such tools and equipment are the property of the Corporation and are not to be removed from the Corporation's property without permission from the employee's immediate non-union supervisor.
- 22.04 Appropriate clothing, safety equipment and required safety footwear must be worn by employees during working hours. Employees will be responsible for the reasonable care, cleanliness and security of all tools, equipment and clothing issued to them and shall take every reasonable precaution to prevent damage by improper use, or loss by theft or carelessness.
- 22.05 Where conditions of work require, the Corporation shall provide permanent employees with a voucher to purchase the clothing (in accordance with the following schedules) including embroidery where required by May 31st of each year. Employees may substitute other articles of clothing approved by the Corporation in lieu of those listed below up to the current voucher dollar value, including the cost of embroidery:

| Full-time | Part-time |
|---|---|
| Two pair of overalls or one orange safety coverall or one orange safety overall | Two pair of overalls or one orange safety coverall or one orange safety overall |
| Two pairs of trousers | One pair of trousers |
| Two shirts | One shirt |

The Corporation shall review the voucher value annually and advise the union if there is a change. Where applicable, the value of the voucher shall reflect the purchase of high visibility garments.

The Corporation shall be responsible for any additional costs above the limit of the voucher to accommodate special sizing where required.

Replacement of these items will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged clothing to be replaced.

- 22.06 The Corporation shall supply employees working at the Recreation Complex, Don Beer Arena one winter coat and spring jacket, and Municipal Operations Centre with one orange safety coat and one orange safety spring jacket. Replacement of these items will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged clothing to be replaced.
- 22.07 For permanent employees (except part-time permanent employees who are regularly scheduled to work less than 24 hours per week) who are required by law to wear safety footwear in the performance of their duties, the Corporation shall

provide employees with a voucher to purchase one pair per year to a maximum value of \$210 (\$230 as of April 1, 2024) as follows:

- (a) Safety footwear shall be Green Patch Grade 1 CSA certified as the minimum standard or Yellow Tab Grade 2 CSA certified as appropriate in the circumstances;
 - (b) Permanent employees referenced in Article 22.07 above may have their worn or damaged safety footwear replaced on an as needed basis. Such replacement will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged footwear.
- 22.08 The Corporation shall provide a \$580 per year tool allowance for the Foreperson, Municipal Garage, Lead Hand, Municipal Garage; Mechanics, Municipal Garage; Lead Hand, Mechanical Maintenance and the Maintenance Mechanic, Facilities who are licensed mechanics. The Corporation shall provide a yearly tool allowance to the Repairperson, Small Equipment in the amount of 75% of the said rate. In the event the employee separates from employment prior to the end of the year, the tool allowance shall be prorated based on a calculation of one twelfth (1/12) of the number of months worked.
- 22.09 The Corporation shall provide to the Coordinator, Fitness Rooms and the Coordinator, Fitness Services (except part-time permanent employees who are regularly scheduled to work less than 24 hours per week) an annual shoe allowance of \$110 for appropriate footwear for the purposes of performing their fitness duties.

Article 23 - Health and Safety

- 23.01 First-aid kits and fire extinguishers will be supplied by the Corporation and kept in places easily accessible to all employees. It will be the responsibility of both Parties to see that the kits and extinguishers are properly cared for and maintained.
- 23.02 Both Parties shall cooperate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 23.03 The Joint Health and Safety Committee shall be comprised of not more than four representatives appointed by the Corporation, and four representatives appointed by the Union.
- 23.04 The Joint Health & Safety Committee shall hold meetings as required to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of the minutes of all Committee meetings shall be sent to the Corporation and to the Union within one week of the meeting and the approved minutes will be posted on all health & safety bulletin boards.

Article 24 – Sick Leave

24.01 Sick leave means the period of time an employee is entitled to be absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease, under examination or treatment by a qualified medical practitioner, or injured because of an accident which is not compensable under the *Workplace Safety and Insurance Act, (1997)* as amended from time to time. The Parties agree that sick leave payments are intended only for protection of the income of employees who are unable to work for these reasons.

24.02 An employee will not be entitled to paid sick leave during the first month of service.

24.03 Each employee will earn sick leave at the rate of one and one half days per month of service except:

- (a) where an employee is off work and being paid by a Long Term Disability Insurance Carrier;
- (b) where an employee is absent from work for more than eight continuous months as a result of workplace illness/injury and is in receipt of WSIB benefits;
- (c) where an employee is absent from work on an unpaid leave of absence in excess of 30 consecutive calendar days.
- (d) Permanent full-time employees are required to apply for Long Term Disability benefits after an accumulated absence of 17 weeks (elimination period) for the same illness/disability. Employees are not permitted to continue to use sick leave credits once they have accumulated the 17 weeks of disability, unless denied for Long Term Disability Benefits by the Insurance Carrier, or during the period where a decision is pending or during the appeal process. It is agreed and understood that employees will be required to pay back their sick leave entitlement if LTD benefits are approved retroactively past the 17 week elimination period.

The unused portion of an employee's sick leave will be accumulated and carried forward from one year to the next.

24.04 Prior to the start of an employee's shift, employees must report their inability to work due to illness to their immediate non-union supervisor or the person designated to receive such reports in accordance with departmental call-in procedures which shall be posted in each department.

24.05 (a) In order to qualify for sick leave with pay, an employee shall, when requested by the immediate non-union supervisor, produce a certificate from a qualified medical practitioner certifying that the employee was unable to carry out their duties due to illness. It is agreed and understood that the Corporation shall inform the employee of the need to provide a certificate at the time of call in, or as soon as is reasonably possible thereafter. The Corporation will reimburse the employee for the cost of the

doctor's fee for providing such certificates to a maximum of \$50.00 (excluding Specialist's reports which will be covered to a maximum of \$100.00). It is agreed, where the Employer is seeking additional medical information, it shall be responsible for the full cost of the documentation requested.

- (b) The Parties agree that it is the employee's obligation to keep the immediate non-union supervisor informed of the status of illness on an ongoing basis. In case of an anticipated absence due to illness of five working days or less, employees may be required to keep their immediate non-union supervisor informed on a daily basis. In case of an anticipated illness of more than five working days, employees may be required to keep their immediate non-union supervisor informed on a weekly basis.

24.06 In the case of the illness/medical procedure of an immediate family member (spouse, dependent children or parents) and where the employee must provide for the needs of the ill family member, the employee shall be entitled to use a maximum of five sick leave days per calendar year to care for the family member. Sick leave used for this purpose shall be drawn from the employee's accrual under Article 24.03.

24.07 When an employee is injured at work and in receipt of Workers' Compensation instead of regular pay, the Corporation will make up the difference between such compensation and regular pay to the extent of the maximum of the employee's accumulated sick leave with pay credits. The amount of such make-up shall be deducted from such accumulated credits.

24.08 This Article applies only to permanent employees. For the purpose of accruing sick leave, permanent part-time employees shall accrue sick leave at 0.07 hours for every hour paid (excluding overtime) and any unused sick leave will accumulate to the benefit of the employee.

Clarity Note

For the purpose of Article 24.03 (a), (b), and (c) the employee will earn sick leave entitlement only if they have worked one half or more of the working days in the month in the case of an incomplete month of service. Furthermore, full-time permanent employees performing modified work must be paid for a minimum of ½ their normal work day to be considered a work day for the purpose of sick leave accrual.

Article 25 – Bereavement Leave

- 25.01 (a) A permanent employee shall be granted bereavement leave without loss of pay, according to the schedule below, immediately following the death of:
 - (i) an employee's spouse (including common-law spouse), child, stepchild, parent, stepparent, sibling, step-sibling up to five consecutive work days off.

- (ii) an employee's grandparent, grandchild, parent-in-law or other relative living with the employee, up to three consecutive work days off.
- (iii) an employee's sibling-in-law, child-in-law, sibling of employee's parent, one work day off to attend the funeral.

Clarity Note

If funeral services are held at a later date, such entitlement shall not be consecutive, but shall be scheduled as approved by the employee's immediate non-union supervisor, upon written request of the employee.

- (b) In the event such a death occurs, or the funeral is held at a distant point (minimum 500 km away) requiring extra travelling time, the employee may be granted up to two additional work days off without loss of pay, subject to prior approval of the immediate non-union supervisor.
- (c) For the purpose of this Article, work day shall mean those regularly scheduled hours the employee was normally scheduled to work during the period of leave.

25.02 The President of the Local shall be granted time off work without loss of pay to attend the funeral of a bargaining unit member.

25.03 Permanent employees may have their vacation rescheduled if a death occurs which entitles them to bereavement leave in accordance with Article 25. To be eligible to have their vacation rescheduled, the employee must notify their immediate non-union supervisor immediately when such a death occurs.

Article 26 – Paid Holidays

26.01 (a) The Corporation recognizes the following as paid holidays:

| | |
|---|--------------------------|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |
| National Day for Truth & Reconciliation | Thanksgiving Day |
| Christmas Day | Boxing Day |
| *½ day on Christmas Eve | *½ day on New Year's Eve |

one day floating holiday, to be taken on a day mutually agreeable to the employee and the employee's immediate non-union supervisor and any other day proclaimed as a National or Provincial holiday by the Federal or Ontario government. New employees who commence employment after November 11th shall not be entitled to a floating holiday during the first incomplete calendar year of employment.

- (b) *The Corporation and the Union may agree to designate one day off to be taken with Christmas Day or Boxing Day instead of the two ½ days off.

- (c) The Corporation may designate another day for observance of the paid holiday if the paid holiday falls on a Saturday or Sunday, so that the day of observance will be designated as the Friday preceding or the Monday following the paid holiday. If an employee's regular workday falls on the actual paid holiday (Saturday or Sunday) they will either be given the actual paid holiday (Saturday or Sunday) off, or if required to work, paid at the applicable rate. Such employee will not be entitled to holiday pay or overtime on the designated holiday, in addition to that paid on the actual paid holiday.
- (d) Any paid holidays designated in (b) and (c) above will be posted in all departments by February 15th of each year.

26.02 In order to qualify for holiday pay, any employee must work the full number of scheduled hours of work on the work day immediately preceding and immediately following the holiday unless excused by the Corporation, or an employee was absent due to:

- (i) an illness which is verified by a doctor's certificate and for which the employee is entitled to paid sick leave. Such a certificate will be paid for by the Corporation in accordance with Article 24.05,
- (ii) an approved paid leave of absence,
- (iii) bereavement leave,
- (iv) vacation approved by the Corporation,
- (v) any other reasonable cause.

26.03 Holiday pay for full-time employees shall be computed on the basis of the regularly scheduled number of hours the employee would otherwise have worked and shall be paid at the employee's regular hourly rate of pay.

26.04 Holiday pay for part-time employees shall be computed on a pro-rata basis in accordance with the *Employment Standards Act* as amended from time to time.

26.05 Any permanent employee required to work on any of the paid holidays will be paid at 2x times the employee's regular hourly rate of pay for all hours worked. In addition, an employee will receive holiday pay if the eligibility criteria as set out in this Article are met.

26.06 If one of the paid holidays falls or is observed during the employee's vacation period, the employee shall be granted another day off with pay instead.

26.07 An employee who has undertaken to work on any of the above holidays and fails to report to work shall forfeit all pay for that day unless their absence is due to illness verified by a medical certificate as required by the Corporation or otherwise provides a reason satisfactory to the Corporation.

Article 27 - Vacations

27.01 Between April 1, 2017 and March 31, 2021 a permanent full-time employee shall earn one day for each complete month of service to a maximum of 10 days unless otherwise negotiated at the time of hire. Annual vacations will be awarded in accordance with the Collective Agreement in effect from April 1, 2017 to March 31, 2021. Effective January 1, 2023, a permanent full-time employee who has attained seniority (within the meaning of Article 12.01) in the chart below on December 31st shall be entitled to the corresponding vacation entitlement below without loss of pay in the year following the completion of the required seniority. For the first incomplete calendar year of service an employee shall earn 1.25 day for each complete month of service to a maximum of 15 days unless otherwise negotiated at the time of hire. Annual vacations will be awarded in accordance with the following schedule:

Permanent full-time employees

| Seniority | Vacation Entitlement |
|--|---------------------------|
| Less than one year | Fifteen working days |
| One year but less than four years | Fifteen working days |
| Five years but less than six years | Sixteen working days |
| Six years but less than seven years | Seventeen working days |
| Seven years but less than eight years | Eighteen working days |
| Eight years but less than nine years | Nineteen working days |
| Nine years but less than ten years | Twenty working days |
| Ten years but less than eleven years | Twenty-one working days |
| Eleven years but less than twelve years | Twenty-two working days |
| Twelve years but less than thirteen years | Twenty-three working days |
| Thirteen years but less than fourteen years | Twenty-four working days |
| Fourteen years but less than fifteen years | Twenty-five working days |
| Fifteen years but less than sixteen years | Twenty-six working days |
| Sixteen years but less than seventeen years | Twenty-seven working days |
| Seventeen years but less than nineteen years | Twenty-eight working days |
| Nineteen years but less than twenty-one years | Twenty-nine working days |
| Twenty-one years but less than twenty-five years | Thirty working days |
| Twenty-five years but less than twenty-seven years | Thirty-one working days |
| Twenty-seven years but less than thirty | Thirty-two working days |
| Thirty years but less than thirty-two years | Thirty-three working days |
| Thirty-two years but less than thirty-five years | Thirty-four working days |
| Thirty-five years or more | Thirty-five working days |

27.02 The vacation year will run from January 1st to December 31st.

27.03 A permanent part-time employee who has attained seniority hours (within the meaning of Article 12.05) in the chart below on December 31st in any year shall be entitled to the corresponding vacation pay and unpaid time off in the year following the completion of the required seniority. Vacation pay for permanent part-time employees will be included in the regular bi-weekly payroll.

Permanent Part-Time Employees

| Seniority Hours | Percentage of Employee Earnings for the Year | Unpaid Vacation Entitlement |
|---|--|-----------------------------|
| Up to 5,850 | 4% | 2 weeks |
| Greater than 5,850 and less than 11,700 (or in accordance with ESA) | 6% | 3 weeks |
| Greater than 11,700 | 7% | 4 weeks |

Clarity Note

The initial vacation request submitted by the Employee shall indicate whether they wish to take their vacation in one, two or three week block(s) or calculated in hourly allocation in accordance with the ESA. Should the employee wish hourly allocation, unpaid vacation entitlement will be calculated based upon the average number of regular hours (excluding overtime) an employee worked in the preceding year.

- 27.04 (a) Applications for vacations must be filed by April 1st of each year. Subject to the Corporation's right to maintain a qualified workforce, the choice of vacation days will be granted in order of seniority. The Corporation will post the approved vacation schedule on or before April 30th in the work area concerned.
- (b) Employees are allowed to take vacation time off in ½ days or single days.
- (c) Vacation requests that are made after the April 1st deadline will be approved on a first come first served basis if, operationally, vacation time can be approved.
- (d) It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion.
- 27.05 (a) Vacations shall be taken during the year in which it is earned.
- (b) Subject to approval, an employee may carry over up to five working days of vacation to the next calendar year. Any application for carry over shall be in writing.
- 27.06 An employee upon ceasing employment with the Corporation shall receive the pro rated amount of their vacation entitlement for the calendar year in the event of employment for less than the complete year.
- 27.07 Leave of absences in excess of 30 consecutive calendar days will reduce the paid vacation entitlement on a pro rated basis.
- 27.08 An employee who is off work and being paid by a Long Term Disability Insurance Carrier will have their vacation entitlement reduced on a pro rated basis.

- 27.09 An employee who is off work for more than eight consecutive months as a result of a workplace illness/injury and is in receipt of WSIB benefits, their paid vacation entitlement shall be reduced on a pro rated basis.
- 27.10 An employee who is off work on an unpaid sick leave will have their paid vacation entitlement reduced on a pro-rated basis.
- 27.11 An Employee who is an admitted in-patient in hospital or confined under doctor's direction as a result of illness or injury occurring immediately prior to their scheduled vacation may have their vacation re-scheduled, if possible. In all cases a medical certificate stating the inclusive dates the Employee was admitted or confined and the date of the occurrence of the illness or injury must be provided prior to the scheduled vacation.

Clarity Note(s)

1. For the purposes of Articles 27.06, 27.07, 27.08 and 27.09, pro rated will be based on vacation entitlement being earned at a rate of 1/12 for each calendar month of service.
2. For the purposes of Articles 27.06, 27.07, 27.08 and 27.09 the employee will receive the vacation entitlement only if they have worked ½ or more of the working days in the month in the case of an incomplete month of service. Furthermore, full-time permanent employees performing modified work must be paid a minimum of half their normal work day to be considered a work day for the purpose of vacation accrual.

Article 28 - Acting Assignments Inside the Bargaining Unit

- 28.01 (a) When an employee is required to substitute for three or more consecutive hours in a higher paying position, the employee shall be paid at the step that affords the smallest increase for the higher pay grade of the position. The Corporation reserves the right to place the employee at a higher step if the pay differential is deemed inadequate. It is agreed and understood that employees who are acting in a position for longer than one continuous calendar month will be paid the applicable acting rate during any approved leave that occurs while acting after the first calendar month.
- (b) Notwithstanding (a) above, when an employee is required to substitute in the job classification of Foreperson or Heavy Equipment Operator I, II or III, they shall receive the higher rate of pay for those hours worked and retain their current Step while substituting in the higher paying position.
- (c) When an employee has acted in a Lead Hand position for a cumulative period of six months they shall move from Step to Step within the pay grade for the acting Lead Hand position in accordance with Article 36.03.
- (d) When an employee has continually acted in a position for a period of six months they shall move from Step to Step within the pay grade for the acting position in accordance with Article 36.03. If the acting assignment

ceases and then resumes within a six month period the employee shall retain the last Step they were at during the most recent acting assignment in the higher paid position.

- 28.02 Except for a permanent part-time employee acting in a permanent full-time position, when an employee is required to substitute in a position paying a lower rate, the employee's regular rate of pay shall not be reduced.
- 28.03 The Corporation may make acting assignments in its discretion. In making such assignments, the Corporation, where practicable, shall assign the acting assignment to the employee who has the required qualifications to perform the work, in the section concerned, in order of seniority. In the event that there are no qualified employees, the immediate non-union supervisor may assign any employee who has the ability to perform the work.

Article 29 – Contracting Out

- 29.01 This Article applies only to permanent employees.
- 29.02 No work in job categories covered by this Agreement shall be contracted out at the expense of present employees being laid off.
- 29.03 Where it is contemplating contracting out work of a nature performed by Union employees, the Corporation shall advise the Union by written notice.
- 29.04 No tenders for the contracting of the work shall be invited until at least six months after the giving of the notice referred to in Article 29.03.
- 29.05 During the six month notice period referred to in Article 29.04, the Union shall be given an opportunity to make representation to the Corporation with respect to the contracting out of the work in question; the Corporation shall make available to the Union any material of a non-confidential nature being examined in support of its decision to contract out the work.
- 29.06 This Article shall not prevent the retention by the Corporation of students enrolled in an educational institution as part of a work experience program directly related to their course of study, provided such students do not replace existing permanent employees or employees currently on lay-off. The retention of students is subject to the approval of the Parties.

Article 30 - Benefits

- 30.01 (a) The Corporation shall, pay, on behalf of all permanent full-time employees 100% of the premium cost of the following:
- 1) Extended health plan, including prescription drugs (including prescribed smoking cessation drugs with a \$500 lifetime maximum) utilizing a drug card with a \$9.00 dispensing fee cap, semi-private

hospitalization, specialist prescribed hearing aids (and repairs) up to a maximum of \$950 over 5 benefit years, custom made orthotic inserts one pair per calendar year (maximum \$400) and coverage for a CPAP machine up to the reasonable and customary amounts established by the Insurance Carrier;

- 2) Vision care plan providing an accumulated two year benefit of \$550 (\$600 effective April 1, 2023) (\$650 effective April 1, 2024). The benefit for vision can be applied to Laser Eye treatment. Bi-annual eye exam coverage to a maximum of \$100 every two years;
 - 3) Long-term disability plan providing 75% of regular earnings to a maximum of \$4,500 per month;
 - 4) Dental plan utilizing current ODA rates, and including orthodontic coverage for dependent children up to a \$3,500 lifetime maximum with 50%/50% co-insurance and major restorative coverage at 50% reimbursement with an annual maximum of \$3,250. Nine month recall for dental check-ups for adults;
 - 5) Life insurance plan to a value of twice the employee's annual salary to the nearest \$500 to a maximum of \$175,000;
 - 6) Annual maximums for chiropractic coverage, registered massage therapy, speech pathologist and clinical psychologist to \$600 (\$650 effective April 1, 2024) per practitioner per person per calendar year. Annual maximums for naturopath, osteopath, podiatrist and chiropodist to \$375 per practitioner per calendar year;
 - 7) Annual maximum for physiotherapy coverage to \$5,000 per person per calendar year.
- (b) The Corporation will continue to pay 100% of the premium cost of benefits (including extended health, dental and vision care) to an employee's surviving spouse and dependents for up to 24 calendar months following the employee's death.

30.02 The Corporation shall pay to permanent part-time employees an amount equal to 8% of regular earnings (excluding overtime and any other premium pay and vacation pay) instead of having the premium cost for the benefits listed in Article 30.01 paid for them.

30.03 The Corporation shall pay the premium cost of the following benefits (as described in Article 30.01) for employees who have attained the normal retirement age deemed by OMERS and continue to work for the Corporation until age 70:

- Extended Health Plan (excluding Deluxe Travel)
- Vision Care Plan
- Dental Plan
- Life insurance plan to the value of the employee's annual salary to the nearest \$500 to a maximum of \$125,000.

Employees who work beyond age 70 shall receive an amount equal to 10% of regular earnings (excluding overtime and any other premium pay and vacation pay) instead of having the premium cost for the benefits listed in Article 30.01 paid for them.

30.04 The Corporation shall make contributions on behalf of each participating permanent employee to the OMERS Basic Pension Plan, in amounts required by the Board of OMERS from time to time.

30.05 The benefit level and coverage outlined in Article 30 shall be maintained during the term of this Agreement. Should the Corporation consider changing carriers during this term, they shall notify the Union in advance in writing and discuss such change with the Union.

Article 31 - Disability Benefits

31.01 (a) When a permanent full-time employee is eligible for full benefits under the provisions of a Long Term Disability Plan provided by the Corporation's insurance company, the Corporation will continue to pay the premium cost of the Extended Health, Dental and Vision Plan so long as the employee continues to be eligible for such long-term disability benefits.

(b) All premium payments referred to in Article 31.01 (a) will cease on the date an employee is terminated from employment.

Article 32 - Retiree Benefits

32.01 The Corporation shall pay 100% of the premium cost of extended health plan including prescription drugs and semi-private hospitalization, as well as vision and dental plans.

Article 32.02 applies to permanent full-time employees who are:

(a) receiving an unreduced OMERS Basic Pension, or

(b) receiving an unreduced OMERS Disability Pension,

Until the employee attains age 65.

Article 33 - Communications

33.01 Except where provided elsewhere in this Agreement, any correspondence between the Parties on matters arising out of this Agreement including discipline will be directed to the President and the Secretary of the Union and to the designated Human Resources representative.

33.02 The Corporation shall advise the union in writing of all promotions, transfers, hirings, lay-offs, recalls, terminations, resignations, or retirements of permanent union employees.

33.03 The Union may send Local Union Meeting Notices to its members using their City email addresses.

Article 34 - Job Evaluation and Re-Evaluation

- 34.01 (a) The Job Evaluation Manual (adopted by both parties in September of 2012) is the system that is to be used by the parties to evaluate the relative worth of jobs falling within the scope of this Agreement.
- (b) The parties may, by mutual consent, modify any aspect of the Job Evaluation Manual in order to bring about improvements in the implementation and maintenance of the system.
- (c) All new Job Descriptions shall be evaluated by the Joint Job Evaluation Committee in accordance with the Job Evaluation Manual.
- (d) All revised Job Descriptions shall be reviewed and, if appropriate, re-evaluated by the Joint Job Evaluation Committee in accordance with the Job Evaluation Manual. Minor changes to Job Descriptions, such as identification details, name of department or division and reporting structure will not require re-evaluation.
- (e) Job Description evaluation requests shall be considered in the order in which they are received by the Chair of the Joint Job Evaluation Committee.

34.02 Joint Job Evaluation Committee

There will be a Joint Job Evaluation Committee composed of six persons including three representatives and one alternate appointed by the Corporation and three representatives and one alternate appointed by the Union. The Joint Job Evaluation Committee will consider all requests for evaluation of Job Descriptions for new positions created within the bargaining unit and for re-evaluation of revised Job Descriptions for existing positions.

34.03 Job Evaluation and Re-Evaluation Procedures (Corporation Initiated)

- (a) The Corporation shall prepare the proposed Job Description.
- (b) Where there is an incumbent in the job, they shall be given a copy of the proposed Job Description and shall be given an opportunity to review and comment on the same.
- (c) The proposed Job Description shall be forwarded to the Employer Co-Chair of the Joint Job Evaluation Committee. The finalized Job Description shall be forwarded to the Union Co-Chair.
- (d) Where the position is vacant, the Corporation may assign a temporary relative job worth value and salary level for the job and notify the Joint Job Evaluation Committee.

- (e) Within 30 calendar days after receipt of the proposed Job Description, the Joint Job Evaluation Committee shall meet to review and evaluate or re-evaluate the Job Description and:
 - (i) Where there is an incumbent and agreement is reached on the evaluation or re-evaluation of the Job Description, the results shall be effective the day the Job Description was evaluated or re-evaluated or 30 days following receipt of the revised Job Description by the Employer Chair of the Joint Job Evaluation Committee, whichever is earlier. Where circumstances prevent the job description from being transmitted to the Joint Job Evaluation Committee in a timely manner, the Director may recommend that the effective date be earlier.
 - (ii) Where the position is vacant and agreement is reached on the evaluation or re-evaluation of the Job Description, the results shall be implemented as of the date the position is occupied.

34.04 Job Re-Evaluation Procedures (Employee Initiated)

- (a) Article 34.04 in its entirety applies only to permanent employees.
- (b) Any employee, having occupied a position for a minimum of six months since the date of last evaluation or re-evaluation, who feels that there has been a material change in the duties or responsibilities of the position, shall complete a Job Re-Evaluation Request Form (which may be obtained from the Co-Chairs of the Joint Job Evaluation Committee) and shall forward it along with a copy of the proposed Job Description to their immediate non-union supervisor.
- (c) If the immediate non-union supervisor agrees that there has been a material change in the duties or responsibilities of the position, they shall forward the proposed job description and Job Evaluation Request Form to the Director. If in agreement, the Director shall finalize the Job Description and forward it and the Job Evaluation Request Form to the Chair of the Job Evaluation Committee within 30 days after receipt from the employee.
- (d) Within 30 calendar days after receipt of the revised Job Description the Joint Job Evaluation Committee shall meet to review and re-evaluate the revised Job Description.
- (e) Pay increases resulting from the re-evaluation shall be made effective as of the date that the Director authorized the Job Evaluation Request Form.

34.05 Joint Job Evaluation Committee Decisions

Decisions made by the Evaluation Committee shall be binding upon the Corporation, the Union, and the employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement. An employee may request, from the Co-Chairs, feedback to explain the decision of the Joint Job Evaluation Committee.

34.06 The Corporation agrees to compile job descriptions for all positions covered by this Agreement and to present these job descriptions to incumbents and the Union as they are completed and evaluated.

34.07 Arbitration Process

- (a) If agreement cannot be reached by the Joint Job Evaluation Committee, the matter shall be referred to a single Arbitrator, who shall be jointly selected by the Corporation and the Union. Failing settlement on the selection of an Arbitrator within 15 days, the Minister of Labour, upon the request of either party, may appoint the Arbitrator. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the matter leading to Arbitration.
- (b) The Arbitrator shall have no power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any provision of the Job Evaluation Manual. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fees and expenses shall be shared equally by the parties.

34.08 The hourly rate of pay of employees in a position that is re-classified downward will be frozen or red-circled at its existing rate. Red-circling will remain in effect until, as a result of negotiated increases or other adjustments, the evaluated rate for their position equals or exceeds the red-circled rate being paid to the employee.

Article 35 - Technological Change

35.01 This Article applies only to permanent employees.

35.02 If the Corporation proposes to change the method of providing municipal services to the community by technological change, and as a result to displace an employee from a position, the Corporation shall notify the Union of its proposal as soon as practicable and afford the Union an opportunity to meet with the Chief Administrative Officer, and such other management personnel as considered appropriate, prior to the implementation of the proposal.

35.03 When proposing to displace an employee from a position in the process of implementing a technological change, the Corporation shall consider and discuss the following possibilities with the Union through the Labour Management Committee:

- (a) the re-training of the employee to work within the technologically changed method;
- (b) the relocation of the employee to another position, the requirements of which the employee has the qualifications and ability to perform;
- (c) the relocation of the employee to another position, the requirements of which the employee does not have the qualifications or ability to perform and the re-training of the employee in that position.

- 35.04 In the event that an employee being displaced as a result of technological change,
- (a) is not to be re-trained, relocated or relocated and re-trained; and
 - (b) is to be laid off,
- such lay-off shall be governed by the provisions of Article 12 as the case may be, and Article 18.

Article 36 - Wages

- 36.01 The wage rate for employees covered by this Agreement shall be set out in Appendix A which is attached to and forms part of this Agreement.
- 36.02 Each new employee shall be assigned a Pay Grade and Step at the time of hire. Pending successful completion of the probationary period, movement from Step to Step shall be on a six month schedule.
- 36.03 When administering wage rates for promotions or transfers, the employee's permanent home position and associated pay grade will be utilized unless the position being moved to is one that the employee has been acting in for more than six months.
- 36.04 A promoted employee, within the meaning of Article 2.02, shall be placed at the Step of the new Pay Grade that will provide the smallest increase. Under no circumstances will the employee receive wages higher than the top Step of the new Pay Grade. The increment date will become that of the date the promotion came into effect and movement from Step to Step shall be on a six month schedule.
- 36.05 A transferred employee, within the meaning of Article 2.02 who is transferring to a job in the same Pay Grade shall be placed in the same Step in the new position. A transferred employee who is transferring to a job in a lower Pay Grade shall be placed in the Step in the new position that provides the smallest decrease. The increment date will become that of the date the transfer came into effect and thereafter, movement from Step to Step shall be on a six month schedule.
- 36.06 When a job is reclassified within the meaning of Article 34 to a higher pay grade, the employee's hourly rate of pay shall be placed at the same step in the new pay grade.

Article 37 – Copies of Agreement

- 37.01 The Corporation agrees to continue its present practice of printing the Collective Agreement in booklet form with one copy to be given to each member of the collective bargaining unit and 50 copies with an electronic (word & PDF) version provided to the Secretary of the Union.

Article 38 – Term of Agreement

38.01 The Agreement will be for a term of 48 months, commencing April 1, 2021 and ending March 31, 2025, and shall automatically continue in effect thereafter for annual periods of one year, unless either Party notifies the other in writing not more than 90 days prior to the expiration date of its desire to amend same.

38.02 In Witness Whereof the Parties hereto have executed this Agreement by their proper officers.

Signed at Pickering this 2nd day of June 2022

For the Corporation of the City of Pickering



David Ryan, Mayor



Susan Cassel, City Clerk

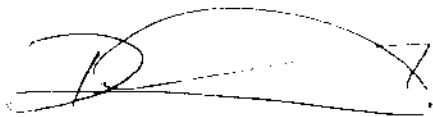


Marisa Carpino, Chief Administrative Officer



Jennifer Eddy, Director, Human Resources

For Canadian Union of Public Employees



David Whitehouse, President



Scott Anderson, Vice President



Chantelle Adair, Secretary

CUPE Local 129 Pay Rates
April 1, 2021 – March 31, 2022

| PAY GRADE | STEP 1 - 90% HOURLY | STEP 2 - 95% HOURLY | STEP 3 - 100% HOURLY |
|-----------|---------------------|---------------------|----------------------|
| 22 | 46.17 | 48.74 | 51.30 |
| 21 | 44.59 | 47.06 | 49.54 |
| 20 | 43.02 | 45.41 | 47.80 |
| 19 | 41.42 | 43.72 | 46.02 |
| 18 | 39.84 | 42.06 | 44.27 |
| 17 | 38.24 | 40.37 | 42.49 |
| 16 | 36.67 | 38.70 | 40.74 |
| 15 | 35.48 | 37.45 | 39.42 |
| 14 | 34.26 | 36.17 | 38.07 |
| 13 | 33.09 | 34.93 | 36.77 |
| 12 | 31.85 | 33.62 | 35.39 |
| 11 | 30.68 | 32.39 | 34.09 |
| 10 | 29.50 | 31.14 | 32.78 |
| 9 | 28.31 | 29.88 | 31.45 |
| 8 | 27.11 | 28.61 | 30.12 |
| 7 | 25.90 | 27.34 | 28.78 |
| 6 | 24.89 | 26.27 | 27.65 |
| 5 | 23.92 | 25.25 | 26.58 |
| 4 | 20.30 | 21.42 | 22.55 |
| 3 | 18.30 | 19.31 | 20.33 |
| 2 | 16.25 | 17.16 | 18.06 |
| 1 | 14.69 | 15.50 | 16.32 |

CUPE Local 129 Pay Rates
April 1, 2022 – March 31, 2023

| PAY GRADE | STEP 1 - 90% HOURLY | STEP 2 - 95% HOURLY | STEP 3 - 100% HOURLY |
|-----------|---------------------|---------------------|----------------------|
| 22 | 47.10 | 49.71 | 52.33 |
| 21 | 45.48 | 48.00 | 50.53 |
| 20 | 43.88 | 46.32 | 48.76 |
| 19 | 42.25 | 44.59 | 46.94 |
| 18 | 40.64 | 42.90 | 45.16 |
| 17 | 39.01 | 41.17 | 43.34 |
| 16 | 37.40 | 39.47 | 41.55 |
| 15 | 36.19 | 38.20 | 40.21 |
| 14 | 34.95 | 36.89 | 38.83 |
| 13 | 33.76 | 35.63 | 37.51 |
| 12 | 32.49 | 34.30 | 36.10 |
| 11 | 31.29 | 33.03 | 34.77 |
| 10 | 30.10 | 31.77 | 33.44 |
| 9 | 28.87 | 30.48 | 32.08 |
| 8 | 27.65 | 29.18 | 30.72 |
| 7 | 26.42 | 27.89 | 29.36 |
| 6 | 25.38 | 26.79 | 28.20 |
| 5 | 24.40 | 25.75 | 27.11 |
| 4 | 20.70 | 21.85 | 23.00 |
| 3 | 18.67 | 19.70 | 20.74 |
| 2 | 16.58 | 17.50 | 18.42 |
| 1 | 14.99 | 15.82 | 16.65 |

CUPE Local 129 Pay Rates
April 1, 2023 – March 31, 2024

| PAY GRADE | STEP 1 - 90% HOURLY | STEP 2 - 95% HOURLY | STEP 3 - 100% HOURLY |
|-----------|---------------------|---------------------|----------------------|
| 22 | 47.97 | 50.64 | 53.30 |
| 21 | 46.31 | 48.89 | 51.46 |
| 20 | 44.69 | 47.18 | 49.66 |
| 19 | 43.03 | 45.42 | 47.81 |
| 18 | 41.40 | 43.70 | 46.00 |
| 17 | 39.73 | 41.93 | 44.14 |
| 16 | 38.09 | 40.20 | 42.32 |
| 15 | 36.86 | 38.90 | 40.95 |
| 14 | 35.60 | 37.57 | 39.55 |
| 13 | 34.38 | 36.29 | 38.20 |
| 12 | 33.09 | 34.93 | 36.77 |
| 11 | 31.87 | 33.64 | 35.41 |
| 10 | 30.65 | 32.36 | 34.06 |
| 9 | 29.40 | 31.04 | 32.67 |
| 8 | 28.16 | 29.73 | 31.29 |
| 7 | 26.91 | 28.41 | 29.90 |
| 6 | 25.85 | 27.28 | 28.72 |
| 5 | 24.85 | 26.23 | 27.61 |
| 4 | 21.09 | 22.26 | 23.43 |
| 3 | 19.01 | 20.06 | 21.12 |
| 2 | 16.88 | 17.82 | 18.76 |
| 1 | 15.26 | 16.11 | 16.96 |

CUPE Local 129 Pay Rates
April 1, 2024 – March 31, 2025

| PAY GRADE | STEP 1 - 90% HOURLY | STEP 2 - 95% HOURLY | STEP 3 - 100% HOURLY |
|-----------|---------------------|---------------------|----------------------|
| 22 | 48.86 | 51.58 | 54.29 |
| 21 | 47.18 | 49.80 | 52.42 |
| 20 | 45.52 | 48.05 | 50.58 |
| 19 | 43.83 | 46.27 | 48.70 |
| 18 | 42.17 | 44.52 | 46.86 |
| 17 | 40.46 | 42.71 | 44.96 |
| 16 | 38.80 | 40.95 | 43.11 |
| 15 | 37.54 | 39.62 | 41.71 |
| 14 | 36.26 | 38.28 | 40.29 |
| 13 | 35.02 | 36.96 | 38.91 |
| 12 | 33.71 | 35.58 | 37.45 |
| 11 | 32.46 | 34.27 | 36.07 |
| 10 | 31.22 | 32.96 | 34.69 |
| 9 | 29.95 | 31.62 | 33.28 |
| 8 | 28.68 | 30.28 | 31.87 |
| 7 | 27.41 | 28.94 | 30.46 |
| 6 | 26.33 | 27.79 | 29.25 |
| 5 | 25.31 | 26.71 | 28.12 |
| 4 | 21.48 | 22.68 | 23.87 |
| 3 | 19.36 | 20.43 | 21.51 |
| 2 | 17.20 | 18.15 | 19.11 |
| 1 | 15.55 | 16.42 | 17.28 |

Pay Level Classification Schedule

| Pay Grade | Position Title |
|-----------|---|
| 22 | Senior Examiner/Inspector Senior Examiner/Inspector (HVAC & Plumbing) Senior Planner, Policy Senior Planner, Site Planning Senior Planner, Development Review & Heritage Senior Coordinator, Capital Projects Transportation Engineer Coordinator, Infrastructure Maintenance Contracts Senior Inspector, Building Services Water Resources Engineer |
| 21 | Energy Conservation Engineer Senior Coordinator, Development Services |
| 20 | ERP Business Analyst & IT Project Lead Network Analyst Network Administrator Senior Systems Administrator Senior Planner, Sustainability Senior Zoning Examiner |
| 19 | Application & Database Administrator Coordinator, Infrastructure Design Coordinator, Water Resources Foreperson, Municipal Garage Foreperson, Parks & Property Foreperson, Roads Maintenance Foreperson, Roads Operations Inspector II, Building Services Law Clerk Senior Planner |
| 18 | Coordinator, Development Approvals Coordinator, Forestry Management Coordinator, Geomatics Examiner/Inspector Coordinator, Taxation Services Foreperson, Mechanical Systems & Facilities Operations Planner II Planner II – Site Planning Senior Purchasing Analyst |

| Pay Grade | Position Title |
|-----------|---|
| 17 | Animal Services Officer Communications Coordinator, Community Services Inspector, Development Services Lead Hand, Parks & Property Maintenance Lead Hand, Parks Turf Operations Lead Hand, Municipal Garage Municipal Law Enforcement Officer II Web/Database Developer |
| 16 | Buyer Buyer, Capital Projects Coordinator, Facilities Capital Assets Coordinator, Facilities Capital Projects Coordinator, Facilities Maintenance Coordinator, Parks Capital Assets Coordinator, Recreation Programs Coordinator, Recreation Software Administrator Coordinator, Special Projects Foreperson, Facilities Maintenance GIS Technician, Asset Management Inspector, Capital Projects Lead Hand, Roads Maintenance Mechanic, Municipal Garage Municipal Law Enforcement Officer I Planner I Senior Financial Accountant Technologist, Design & Construction Zoning Examiner |
| 15 | Coordinator, Aquatic Programs Coordinator, Community Partnerships Coordinator, Cultural Services Coordinator, Traffic Operations Foreperson, Ice Arena Inspector I, Building Services Tax Analyst |

| | |
|-----------|---|
| <p>14</p> | <p>Building & Information Compliance Officer Coordinator, Building Permits Coordinator, Central Stores & Support Services Coordinator, Environmental Engagement Coordinator, Fitness Services Coordinator, Museum Operations Maintenance Mechanic, Facilities Mechanic, Municipal Garage I Geomatics Analyst Website Coordinator</p> |
| <p>13</p> | <p>Accounting Clerk II Aquatic Programmer By-law Enforcement Officer Coordinator, Facility Bookings Financial Analyst Heavy Equipment Operator III Horticulturalist Inspector, Parks Operations Payroll Administrator Repairperson, Small Equipment Tax Clerk II Technician, Development Approvals Telecommunications & Network Support Analyst</p> |
| <p>12</p> | <p>Accounting Projects/Support Clerk Administration Clerk II Clerk, Property & Development Services Coordinator, Marketing Recreation Services Heavy Equipment Operator II Inspector, Municipal Infrastructure Inspector, Utility Cuts Parking Control Officer Technical Assistant, Infrastructure Maintenance Contracts</p> |
| <p>11</p> | <p>Accounts Payable Clerk Clerk, Municipal Garage Coordinator, Community Recreation Programs Coordinator, Program Registration Customer Care Representative I Heavy Equipment Operator I Help Desk Analyst Lead Hand, Facility Maintenance Maintenance Worker, Ice Arena Service Person, Municipal Garage Shift Leader, Recreation Complex</p> |

| | |
|-----------|---|
| <p>10</p> | <p>Clerk, Administration Business Licensing Clerk, Administration Vital Stats & Lottery Licensing Clerk, Building Services Clerk, Printshop Conservator Coordinator, Camp & Youth Programs Facility Maintenance Person, Museum Site Maintenance Mechanic, Operations Centre Maintenance Worker, Parks & Property_ Maintenance Worker, Roads Swimming Pool Maintenance Person</p> |
| <p>9</p> | <p>Accounting Clerk I Assistant Coordinator, Parks & Facility Bookings Assistant Coordinator, Program Registration Clerk, Engineering Services & Information Technology Clerk, Public Works Clerk, Recreation Complex Administration Clerk, Support Services First Attendance Facilitator Instructor, Fitness Programs Museum Booking Coordinator Recreation Programmer Stores Clerk, Operations Centre Tax Clerk I</p> |
| <p>8</p> | <p>Accessibility Coordinator Clerk, Culture & Recreation Clerk, Operations Clerk, Recreation Complex Memberships Coordinator, Fitness Rooms Customer Care Representative, Operations Centre Facility Maintenance Person Facility Maintenance Person, Pool Operations Heritage Programmer Labourer, Parks & Property Labourer, Roads</p> |
| <p>7</p> | <p>Aquatic Program Assistant Assistant Recreation Programmer Clerk, Mailroom Coordinator, Facility Costumer Event Coordinator</p> |

| | |
|---|---|
| 6 | Animal Shelter Attendant Child Supervision Leader Information Clerk, Customer Care |
| 5 | Clerk, Animal Services Clerk, Recreation Complex Facility Custodian Facility Security Guard Museum Facilities Assistant |
| 4 | |
| 3 | Child Care Worker Facility Attendant |
| 2 | |
| 1 | |

**Hours of Work
Full-Time Permanent Employees**

| Department/Division/Section | Shifts | Work Week | Notes |
|--|---|---|---|
| Corporate Services | 8:30 am to 4:30 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Animal Services Officers | As Scheduled | Mon-Sun, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Parking Control Officers | As Scheduled | Mon-Sun, Incl. | Includes one hour unpaid meal break |
| Municipal Law Enforcement Officers | As Scheduled | Mon-Sun, Incl. | Includes one hour unpaid meal break |
| City Development | 8:30 am to 4:30 pm 8:00 am to 5:00 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Finance | 8:30 am to 4:30 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Engineering Services | 8:30 am to 4:30 pm 8:00 am to 5:00 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Coordinator, Forestry Management Coordinator, Roads & Infrastructure Maintenance Contracts | 7:30 am to 4:00 pm | Mon-Fri, Incl. | Includes one-half hour unpaid meal break |
| Inspector, Development Services | 7:30 am to 4:30 pm 8:00 am to 5:00 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Operations Department Mechanic, Municipal Garage Repairperson, Small Equipment Service Person, Municipal Garage | 7:00 am - 3:00 pm 7:30 am to 3:30 pm 6:00 am - 4:00 pm 7:00 am - 5:00 pm | Mon-Fri, Incl. Mon-Thurs, Incl. Tues-Fri, Incl. | Includes one-half hour paid meal break to be taken on the job site |
| Inspector, Municipal Infrastructure | 7:30 am to 4:00 pm | Mon-Fri, Incl. | Includes one-half hour unpaid meal break |
| Coordinator, Parks Infrastructure | 7:30 am to 4:00 pm | Mon-Fri, Incl. | Includes one-half hour unpaid meal break |
| Inspector, Parks | 7:00 am to 3:00 pm 7:30 am to 3:30 pm | Mon-Fri, Incl. | Includes one-half hour paid meal break to be taken on the job site |
| Clerical Staff (Public Works Administration) | 7:30 am to 3:30 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Clerk, Municipal Garage | 7:00 am to 3:00 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |

Appendix B – Continued

| | | | |
|--|---|----------------|---|
| Stores Clerk, Operations Centre Grass Cutting Crews | 7:00 am to 3:00 pm | Mon-Fri, Incl. | Includes one-half hour paid meal break to be taken on the job site |
| Forepersons Lead Hands Heavy Equipment Operators Maintenance Workers Others | 7:00 am to 3:00 pm 7:30 am to 3:30 pm | Mon-Fri, Incl. | Includes one-half hour paid meal break to be taken on the job site |
| Community Services Maintenance Mechanic, Facilities Lead Hand, Mechanical Maintenance Chief Operator, Arenas Coordinator, Facilities Operations | 8:00 am to 4:00 pm | Mon-Fri, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Maintenance Worker, Ice Arena | 8:00 am to 4:00 pm 4:00 pm to 12:00 am | Mon-Sun, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Swimming Pool Maintenance Person | 6:00 am to 2:00 pm 5:00 am to 1:00 pm | Mon-Fri, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Lead Hand, Facility Maintenance | 7:00 am to 3:00 pm 8:00 am to 4:00 pm 2:00 pm to 10:00 pm 3:00 pm to 11:00 pm 4:00 pm to 12:00 am 10:00pm to 6:00 am | Mon-Sun, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Facility Maintenance Person (Community Centres) | 7:00 to 3:00 pm 8:00 am to 4:00 pm | Mon-Fri, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Facility Maintenance Person (Civic Complex) | 6:00 am to 2:00 pm 7:00 am to 3:00 pm 8:00 am to 4:00 pm 4:00 pm to 12:00 am | Mon-Fri, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Facility Maintenance Person (Recreation Complex) | 6:00 am to 2:00 pm 7:00 am to 3:00 pm 7:30 am to 3:30 pm 8:00 am to 4:00 pm 2:00 pm to 10:00 pm 4:00 pm to 12:00 am 10:00 pm to 6:00 am | Mon-Sun, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Facility Maintenance Person, Museum Site | 7:30 am to 3:30 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Facility Maintenance Person, Pool Operations | 5:00 am to 1:00 pm 6:00 am to 2:00 pm 3:00 pm to 11:00 pm 4:00 pm to 12:00 am | Mon-Sun, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Facility Attendant | 6:00 am to 2:00 pm 7:00 am to 3:00 pm 8:00 am to 4:00 pm 1:00 pm to 9:00 pm 2:00 pm to 10:00 pm 3:00 pm to 11:00 pm 4:00 pm to 12:00 am | Mon-Sun, Incl. | Includes one hour unpaid meal break |

Appendix B – Continued

| | | | |
|--|---|--------------------------------------|---|
| Museum Facilities Assistant | 7:30 am to 3:30 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Clerk, Recreation Complex Administration | 5:45 am to 1:45 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Shift Leader, Recreation Complex | 3:30 pm to 10:30 pm | Mon-Fri, Incl. | Includes one-half hour paid meal break to be taken on the job site |
| Assistant Coordinator, Parks & Facility Bookings | 7:00 am to 3:00 pm 12:00 pm to 8:00 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Coordinator, Community Recreation Programs Clerk, Culture & Recreation (formerly Clerk-Typist) | As Scheduled | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Coordinator, Recreation Programs | As Scheduled | Mon-Fri, Incl. | Includes on hour paid meal break during which employees are to be available for work |
| Coordinator, Community Partnerships Coordinator, Marketing Recreation Services Coordinator, Aquatic Programs Coordinator, Fitness Services Coordinator, Museum Operations Aquatic Programmer Coordinator, Cultural Services Museum Booking Coordinator Heritage Programmer | As Scheduled | Mon-Sun, Incl. Mon-Sun, Incl. | Includes various meal breaks as per Article 13.01 c |
| Coordinator, Recreation Complex Administration Assistant Coordinator, Program Registration Conservator | As Scheduled | Mon-Fri, Incl. | Includes various meal breaks as per Article 13.01 c |
| Coordinator, Facility Bookings | 8:30 am to 4:30 pm | Mon-Fri, Incl. | Includes one hour unpaid meal break |
| Recreation Programmer | As Scheduled | Mon-Fri, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Coordinator, Camp & Youth Programs | As Scheduled | Mon-Sun, Incl. | Includes one hour unpaid meal break |
| Assistant Recreation Programmer | As Scheduled | Mon-Sun, Incl. | Includes one hour paid meal break during which employees are to be available for work |
| Others | As Scheduled | Mon-Sun, Incl. | Includes various meal breaks as per Article 13.01 c |

**Term Employees
Hours of Work and Working Conditions**

The following represents the terms and conditions of employment of Term employees:

- T1 (a) From May 31, 1999, seniority for Term employees shall be capped and there shall be no further accrual of seniority. On this basis the Corporation will maintain a seniority list. If a Term employee is terminated and not re-hired within a period of twelve (12) calendar months, they shall be removed from the seniority list.
- (b) Seniority may only be used to apply for job vacancies when two (2) or more Term employees (and no other employee) are applying for a permanent vacancy. The Term employee with the most seniority according to the Term employee seniority list shall be awarded the position provided that such employee has the qualifications to perform the requirements of the job.
- T2 A schedule of hours to be worked by the employee shall be determined by the Corporation and will be posted in advance, where possible, on bulletin boards.
- T3 Term employees shall be paid in accordance with Appendix C1 of the Collective Agreement.
- T4 Work performed in excess of eight (8) hours per day or forty (40) hours per week, or on paid holidays, shall be paid at the rate of one and one-half times (1.5x) the employee's regular rate of pay.
- T5 All Term employees who were actively employed providing services to the Corporation as of April 25, 2000 and who were classified at Step 3 of their respective Pay Grades, shall be maintained in the same Step of their assigned Pay Grade until such time as the Term employee resigns, is terminated from employment, is transferred to another position, is successful in obtaining another position, or ceases to be a Term employee.
- T6 If an employee arrives to begin a scheduled shift and there is no work available and the employee has not been advised in advance that they would not be required, the Corporation shall pay the employee two hours pay at regular rates.
- T7 Term employees shall be entitled to paid holidays under Article 26 excluding one-day floating holiday in accordance with the terms and provisions of the *Employment Standards Act*, as amended from time to time.

- T8 Vacation or vacation pay for Term employees shall be granted or paid in accordance with the terms and provisions of the *Employment Standards Act* as amended from time to time.
- T9 Term employees shall be entitled to Pregnancy and Parental Leave under Article 21 in accordance with the terms and provisions of the *Employment Standards Act* as amended from time to time.
- T10 When an employee is assigned a higher rated job by the Corporation on an interim basis, they shall be paid the rate of pay for the higher rated job while performing that job.
- T11 Term employees who were actively employed providing services to the Corporation as of April 25, 2000 and who had worked in excess of 312 hours (excluding overtime) shall be paid an additional 30 cents per hour for each hour worked after those 312 hours in lieu of benefit premiums listed in Article 30.01. This will remain in effect until such time as the Term employee resigns, is terminated from employment, or ceases to be a Term employee.
- T12 All Term employees who were actively employed providing services to the Corporation as of April 30, 2000 and who were terminated from employment and subsequently rehired within thirty (30) calendar days of the termination date shall be entitled to all rights and privileges referred to in T5 and T10 above.
- T13 For aquatic staff, the Corporation shall pay the full cost of one tank top, one swimsuit, and one sweatshirt, the replacement of which will be on an "as needed" basis, at the discretion of the Manager, Aquatics & Fitness.
- T14 The Corporation shall provide two (2) T-shirts per year to Facilities, Youth and Camp Staff.

CUPE Local 129 Pay Rates

Term Employees
April 2021 - March 31, 2022

| Pay Grade | Job Rate Hourly |
|-----------|-----------------|
| 22 | 48.74 |
| 21 | 47.06 |
| 20 | 45.41 |
| 19 | 43.72 |
| 18 | 42.06 |
| 17 | 40.37 |
| 16 | 38.70 |
| 15 | 37.45 |
| 14 | 36.17 |
| 13 | 34.93 |
| 12 | 33.62 |
| 11 | 32.39 |
| 10 | 31.14 |
| 9 | 29.88 |
| 8 | 28.61 |
| 7 | 27.34 |
| 6 | 26.27 |
| 5 | 25.25 |
| 4 | 21.42 |
| 3 | 19.31 |
| 2 | 17.16 |
| 1 | 15.50 |

CUPE Local 129 Pay Rates

Term Employees
April 2022 - March 31, 2023

| Pay Grade | Job Rate Hourly |
|-----------|-----------------|
| 22 | 49.71 |
| 21 | 48.00 |
| 20 | 46.32 |
| 19 | 44.59 |
| 18 | 42.90 |
| 17 | 41.17 |
| 16 | 39.47 |
| 15 | 38.20 |
| 14 | 36.89 |
| 13 | 35.63 |
| 12 | 34.30 |
| 11 | 33.03 |
| 10 | 31.77 |
| 9 | 30.48 |
| 8 | 29.18 |
| 7 | 27.89 |
| 6 | 26.79 |
| 5 | 25.75 |
| 4 | 21.85 |
| 3 | 19.70 |
| 2 | 17.50 |
| 1 | 15.82 |

CUPE Local 129 Pay Rates
 Term Employees
 April 2023 - March 31, 2024

| Pay Grade | Job Rate Hourly |
|-----------|-----------------|
| 22 | 50.64 |
| 21 | 48.89 |
| 20 | 47.18 |
| 19 | 45.42 |
| 18 | 43.70 |
| 17 | 41.93 |
| 16 | 40.20 |
| 15 | 38.90 |
| 14 | 37.57 |
| 13 | 36.29 |
| 12 | 34.93 |
| 11 | 33.64 |
| 10 | 32.36 |
| 9 | 31.04 |
| 8 | 29.73 |
| 7 | 28.41 |
| 6 | 27.28 |
| 5 | 26.23 |
| 4 | 22.26 |
| 3 | 20.06 |
| 2 | 17.82 |
| 1 | 16.11 |

CUPE Local 129 Pay Rates
 Term Employees
 April 2024 - March 31, 2025

| Pay Grade | Job Rate Hourly |
|-----------|-----------------|
| 22 | 51.58 |
| 21 | 49.80 |
| 20 | 48.05 |
| 19 | 46.27 |
| 18 | 44.52 |
| 17 | 42.71 |
| 16 | 40.95 |
| 15 | 39.62 |
| 14 | 38.28 |
| 13 | 36.96 |
| 12 | 35.58 |
| 11 | 34.27 |
| 10 | 32.96 |
| 9 | 31.62 |
| 8 | 30.28 |
| 7 | 28.94 |
| 6 | 27.79 |
| 5 | 26.71 |
| 4 | 22.68 |
| 3 | 20.43 |
| 2 | 18.15 |
| 1 | 16.42 |

**Term Employees
Pay Level Classification Schedule**

| Pay Grade | Position Title |
|------------------|---|
| 9 | Instructor, Fitness Programs Pre-School Instructor |
| 8 | Kindergym Instructor Labourer, Parks & Property Labourer, Roads |
| 7 | Aquatic Program Assistant Museum Interpreter Animal Services Field Student Volunteer Coordinator Event Coordinator |
| 6 | Coordinator, Museum Summer Tours Head Lifeguard/Instructor, Aquatics Summer Enforcement Officer Graphic Design Assistant |
| 5 | Animal Shelter Worker Clerk, Program Registration Facility Security Guard Heritage Program Assistant Instructor, Aquatics |
| 4 | Animal Shelter Summer Student Camp Director Coordinator, Inclusion & Volunteers Coordinator, Youth Programs |
| 3 | Child Care Worker Facility Attendant Lifeguard Student Clerk Typist, Operations Centre Student Labourer, Parks Student Labourer, Roads Student Labourer, Engineering Infrastructure Student Labourer, Municipal Infrastructure Museum Guide |
| 2 | Assistant Camp Director Inclusion Camp Counsellor |
| 1 | Camp Counsellor Event Leader Kindergym Assistant Museum Admissions/Receptionist Pre-School Assistant Youth Leader |

Letter of Understanding

Between

The Corporation of the City of Pickering

And

Canadian Union of Public Employees Local 129

Re: Review of Term Employment Classification

The Parties agree to a fulsome review of the existing Term employment classification for the purpose of identifying areas/positions where a permanent full time or part-time position may be created to address ongoing operational needs. The review will be conducted in the following manner:

1. Human Resources will compile a listing of all existing Term employees which will include the following:
 - Position Title
 - Original Hire Date
 - Length of time in position
2. A Joint Committee (the Committee) of three (3) Employer and three (3) Union appointed representatives shall meet to review the listing to identify any Term positions that are continuous in nature and which could be considered for conversion to a Permanent classification. In reviewing the Term positions, the employment history provided in Section 1, as well as the cyclical/seasonal nature of the work will be analyzed to evaluate whether or not a position should be deemed permanent.
3. The findings of the Committee shall be presented to the Chief Administrative Officer by September 30, 2022 and shall include, the creation of a minimum of eight (8) permanent part-time positions.

Letter of Understanding

Between

The Corporation of the City of Pickering

And

Canadian Union of Public Employees Local 129

Re: Operational Considerations for the Public Works Section of the Operations Department

The Parties recognize that the Public Works Section of the Operations Department is divided into four separate subsections (units) as follows:

- Roads
- Parks & Property
- Municipal Garage
- Administration

For Roads and Parks & Property Unit employees, acting assignments inside the bargaining unit, Article 28 shall apply, except in cases where the acting assignment is two (2) weeks or longer in duration, at which time employees from either Unit will be considered.

Training opportunities shall be offered within the applicable Unit with preference given, where practicable, to the most senior employee in those Units.

For overtime purposes, rotating overtime lists will be maintained as per Article 13.03 of the collective agreement within the Units required.

Primarily for the purposes of Winter Control, two (2) separate Stand-by lists will be maintained for Roads and Parks & Property in accordance with Article 13.06 (d). Employees shall be called in by the Job Classification required from the stand-by list first. The Employer has the right to determine which job classification is required.

After the employees on the stand-by list have been exhausted employees shall be called in order of seniority by the job classification required as follows:

- HEO1
- Other HEO's/Maintenance Workers
- Lead hands (not on call)
- Forepersons (not on call)

After all full-time employees have been given the opportunity to work, Permanent Part-time Labourers and Term employees can be called in.

It is agreed that employees shall not be called to work in another unit unless all Full, Part-time & Term employees for the Unit requiring the personnel have been given the opportunity to work.

Overtime opportunities are further subject to the driving restrictions identified by the Ministry of Transportation.

Letter of Understanding

Between

The Corporation of the City of Pickering

And

Canadian Union of Public Employees, and its Local 129

Re: *Ontario Employment Standards Act Amendments*

The Parties acknowledge that there may be amendments made to the Employment Standards Act from time to time and agree to meet and discuss the impact of any amendments upon the Collective Agreements.

