

# *Clarington*

CUPE Local 74 Inside Collective Agreement  
2021 to 2024

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**Inside  
Collective Agreement**

Between:

The Corporation of The Municipality of Clarington  
(hereinafter referred to as the “Municipality” or the “Corporation”)  
Of The First Part

And

The Canadian Union of Public Employees & Its Local 74  
(hereinafter referred to as the “Union”)  
Of The Second Part

**Article #**

**1.0 Purpose**

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Municipality and its employees, 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.

**2.0 Scope**

- 2.1 The Municipality recognizes the Union as the sole and exclusive bargaining agent for all office, clerical and technical employees of the employer, save and except all non-affiliated positions as referenced in the prevailing non-affiliated grid, as may be amended from time to time and persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation periods.
- 2.2 Supervisors whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting,

emergencies when regular employees are not available, or as incidental to the regular performance of supervisory duties.

- 2.3 No employee shall bid on any municipal contract unless expressly permitted to do so, in writing, by the Municipality.
- 2.4 Future requests to either include or remove positions from the Union must be agreed to be up for discussion between the Union and the Municipality and must be agreed to by the employee or group of employees prior to any change being implemented. The Union and the Municipality will not exercise coercion in any way.

### **3.0 Discrimination – Respectful Workplace**

- 3.1 **The Municipality and the Union agree that there will be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Municipality or the Union. Furthermore, the Union and the Municipality agree that there will be no intimidation, discrimination, harassment, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee’s membership or non-membership in a Union or because of activity or lack of activity in the Union.**

**The Municipality and the Union are committed to providing all employees a respectful work environment and are committed to the principles of equity, inclusion and diversity within the organization and the community we serve.**

### **4.0 No Coercion**

- 4.1 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Municipality by any of its members or representatives and that there will be no Union activity, solicitation for membership or collection of dues on Municipality time, and no meetings on Municipality premises except with the prior permission of the Municipality.

### **5.0 No Strikes or Lock-Outs**

- 5.1 The Union agrees that there shall be no strike during the term of this Agreement and the Municipality agrees that there shall be no lock-out during the term of this Agreement.
- 5.2 The words “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*.

## **6.0 Municipality Rights**

### **6.1 General**

The Union acknowledges that it is the exclusive function of the Municipality to:

- a) Maintain order, discipline and efficiency, and to make, alter, and enforce from time to time reasonable rules.
- b) Hire, promote, transfer, re-classify, discipline or suspend employees, to discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that the employee has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) Operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, decide on the number of employees needed in any classification, establish job qualifications, determine location of offices, the schedules of operation, the assignment of work, methods, processes and means of operating, and the extension, curtailment and cessation of operations.
- d) The Municipality agrees that these functions shall be executed in a manner consistent with the express terms of the Agreement and subject to the right of the employee to lodge a grievance as set out herein.

### **6.2 Code of Ethics**

The Union agrees to abide by the Code of Ethics Policy in effect at December 1, 2004. The Municipality agrees to consult with the Union on any changes to the Code of Ethics Policy.

## **7.0 Union Security**

- 7.1 The Municipality recognizes the Union as the sole collective bargaining agent for the said employees for the duration of this Agreement.
- 7.2 A new employee shall have deducted from the employee's salary an amount equal to the current monthly dues.
- 7.3 The Municipality shall deduct an amount equal to Union dues from the wages of all employees each pay and shall remit such an amount by the fifteenth (15th) day of the following month to the Union. The Municipality shall be notified in writing at least thirty (30) calendar days prior to any required change in Union dues assessment.
- 7.4 In consideration of the Municipality deducting and remitting the initiation fees and monthly dues to the Union in accordance with the terms of this Article, the Union will

indemnify and save harmless the Municipality from any and all claims and demands which may be made against it for any monies deducted and remitted to the Union.

- 7.5 The Municipality will remind employees of their Union right to have a representative present during discussions of any form of written discipline being imposed.
- 7.6 **A Union representative will be afforded up to thirty 30 minutes with new full-time members to introduce them to the Union and Collective Agreement. This orientation will be without loss of pay to all employees at their regular rate-of-pay and shall be scheduled after the employee's designated orientation time with Human Resources. If more than one employee is scheduled for orientation, the Union shall orient them simultaneously and shall receive thirty (30) minutes in total to do so. A mutually agreeable time shall be determined to ensure efficient operation of respective departments.**

## **8.0 Grievance Procedure**

### **Working Days**

For the purposes of this Article, the term "working days" excludes Saturdays, Sundays, and paid holidays.

### **8.1 Grievance Time Frames and Procedure**

A grievance is defined as a written complaint regarding the interpretation, application or alleged violation of the terms and provision of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that the employee has been discharged or disciplined without just cause. All grievances shall bear the signature of the employee except for policy grievances which shall be signed by the Union President or Member of the Executive of the respective bargaining unit. Grievances shall be dealt with in the following manner noting that copies of all documentation shall be provided to Human Resources at each step:

#### **Step 1. Grievance Generated**

- a. Within 10 working days from occurrence:
  - i. The Union calls Human Resources to obtain a grievance number.
  - ii. The employee, assisted by a Steward or Member of the Executive shall submit to the Supervisor, a signed and written Step 1 statement of the grievance matter. It must be received within ten (10) working days of the occurrence which gave rise to the grievance.
- b. Within 5 working days:
  - i. The Supervisor will respond in writing within five (5) working days from the day the grievance was presented to the Supervisor.

– Failing settlement, move to Step 2 – claim to Department Head

## Step 2. Department Head Receives Grievance

- a. Within 5 working days:
  - i. Following the decision and/or lack of Supervisor response in Step 1, the employee shall, with the assistance of the Steward or Member of the Executive, present the written Step 2 Grievance statement to the Department Head.
  - ii. The Department Head shall have five (5) working days to review the matter and respond in writing with the Step 2 response.
    - Failing settlement, move to Step 3 – claim to Chief Administrative Officer.

## Step 3. Chief Administrative Officer (CAO) Receives Grievance

- a. Within 5 working days:
  - i. Following the Department Head decision and/or lack of employer response in Step 2, the employee assisted by the Steward or Member of the Executive, may request by written letter or email, a meeting with the CAO or designate, assisted by Human Resources, to review the matter. If the CAO consents to a meeting, parties will be notified within fifteen (15) working days, where reasonably possible, of an appropriate meeting time.
  - ii. The CAO or designate shall prepare a written Step 3 response to the grievance within 5 working days of the meeting.
  - iii. Failing settlement in Step 3, the Union may refer the matter to Arbitration by providing notice of such referral to the CAO Office and Human Resources within five (5) working days of Step 3, CAO or designates response.

8.2 **Time limits** in this Article may be extended by mutual agreement of the parties.

8.3 **Abandoned:** Failure by the Union to file within the specified time limit will deem the grievance abandoned.

8.4 **Discharge from Employment:** An employee, claiming that the employee has been discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step No. 2 of the Grievance Procedure provided such grievance is lodged with the Department Head within five (5) working days of the discharge.

8.5 Management will remove a disciplinary letter on file after three (3) years provided that the employee's disciplinary record is clear since the time of the letter; this excludes removal of letters which refer to legislated areas (i.e., Health and Safety, Harassment, Bill 168, criminal charges etc.). **Any type of leave, including ESA leaves, from work exceeding 2 weeks, shall extend the 3-year period by the same number of days.**

## **9.0 Arbitration**

- 9.1 It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure will be settled by arbitration in accordance with the provisions of the *Ontario Labour Relations Act*, as amended from time to time.
- 9.2 Expenses of the Board: Each party shall pay:
- 1) The fees and expenses of the Arbitrator it appoints;
  - 2) One-half (1/2) of the fees and expenses of the Chairman.
- 9.3 The Arbitration Board shall have no power to alter the term of the Agreement or to make any decision which is inconsistent with the terms of the Collective Agreement.
- 9.4 Policy grievances arising directly between the Corporation and the Union may be submitted commencing at the Step 2 stage of the grievance procedure.

## **10.0 Management Grievances**

- 10.1 The Municipality may bring forward at any meeting with the Union Committee any complaint or grievances, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration as set out in the arbitration provisions.

## **11.0 Union Committee & Office Space**

### **11.1 Committee Make-Up and Purpose**

- a) The Union shall appoint or otherwise select a Union Committee and shall inform the Municipality of the names of the three (3) employees inside, three (3) employees outside, and the President, and the Municipality will recognize and deal with the said committee with respect to any matter which may arise from time to time during the term of this Agreement, including grievances in the manner as set forth in Article 8.
- b) The Union shall make every reasonable effort to comprise the Union Committee with members from different departmental areas.

## 11.2 **Bargaining Committee**

The Union shall appoint or otherwise select a Bargaining Committee that will be comprised of three (3) employees Inside, three (3) employees Outside, and the President, and shall inform the Municipality of the names on the Bargaining Committee and the Municipality will recognize and deal with the said committee for the purposes of negotiations of this Collective Agreement. It is understood that the Municipality will remunerate all employees on the Bargaining Committee for time spent in bargaining at the table. **The Municipality shall grant one (1) working day paid leave for each member of the Union's bargaining committee for the purpose of preparing proposals for bargaining and/or ratification. The Union shall make this request in writing providing ten (10) days' notice. It is understood that should operational demands require an employee to attend the workplace, that shall take priority.**

## 11.3 **Compensation for Union Committee**

The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Municipality, and that such persons will not leave their duties without first obtaining the permission of the immediate supervisor and on the completion of such duties shall report back to the supervisor, or to any job to which the employee has previously been directed, and give any reasonable explanation which may be requested with respect to their absence. Such permission shall not be withheld unreasonably.

## 11.4 **Office Space**

The Corporation will provide the Union a lockable office at the Municipal Administrative Centre only to be used for the sole purpose of the filing/storage of all union related correspondence. In order to allow the Union President to work uninterrupted during regular work hours, members are to leave messages on the phone provided. The President or designate will be permitted **up to 45 minutes** per day (time frame approved by Department Head) to retrieve messages and schedule required brief consultation meetings. Any additional time for a specific issue will require departmental approval.

## 12.0 **Seniority**

12.1 Seniority shall commence and accumulate from the date on which an employee was last employed full-time by the Corporation or the Municipalities making up the Corporation provided such service is continuous.

12.2 A seniority list will be established for all employees covered by this Agreement who have completed their probationary periods, based upon each employee's last date of hiring. It is agreed that such seniority list shall be revised and posted on January 2nd, and July 1st of each year and a copy filed with the Union. This will include the names of the employees, their classifications, and their respective dates of hire. For the purpose

of clarity, seniority is on a bargaining unit-wide basis. Seniority will be calculated on time actually worked, which will include time off for paid vacations. Seniority will continue to accumulate during periods of absence due to illness, injury or jury duty for up to fifteen (15) consecutive months, or in the case of any other approved absence, for up to three (3) consecutive months.

## 13.0 Probationary Employees

- 13.1 An employee shall be considered a probationary employee until the employee has worked a total of six months, **exclusive of any vacation or other type of absence during this time that is for five (5) days or more**, and during this time shall have no seniority rights.
- 13.2 It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged without challenge at any time for reasons deemed or considered by the Employer to be cause for termination, with notice in accordance with the prevailing *Employment Standards Act*.
- 13.3 Upon successful completion of the probationary period, an employee's name shall be placed on the appropriate seniority list and the employee's seniority shall date back to the employee's last date of hire.
- 13.4 There shall be no grid movement or benefits awarded during the probation period.
- 13.5 **Probationary employees applying for a permanent position in a different department shall start a new probation period outlined in 13.1. Benefit entitlement shall commence after completing 6 months of employment.**

## 14.0 Temporary Employees

### 14.1 Definition of Temporary Employees

- a) A temporary employee is a person who fills a temporary vacancy that is caused by the absence of the incumbent due to sickness, injury, vacation, leave of absence, or a person who is temporarily retained to handle work overflow in cases of excess work load during peak periods. The Union will be provided by administration notice of the engagement (other than casual employment engagement), the purpose and the expected duration of the temporary employment.
- b) It is agreed that the term "casual" means employment of intermittent and of short duration.

## 14.2 Term of Employment – Temporary Employees

- a) A temporary employee who remains in the employ of the Corporation for longer than eight (8) months within any one department within any continuous twelve (12) month period without the prior written approval of the Union, or who has been accepted by the Corporation as a regular full-time employee, shall there upon cease to be considered a temporary employee. Should this happen, continuous service since the last day of hire as a temporary employee shall be included in the computation, based on actual hours worked, of the employee's probationary period. Computation of vacation and sick entitlement will be pro-rated based on date of full hire, not seniority date. There shall be no payment of sick day payout for employees' with pro-rated sick days.
- b) Temporary employees shall not cease to be considered a temporary employee, if the Municipality sets a specific end date in the employee's employment letter (eg. Pregnancy and sick leave vacancies).
- c) Temporary Employees shall not be employed while regular employees are on layoff.
- d) **Any temporary employee hired as a result of any leave of absence, including sick leaves and ESA approved leaves, shall be considered a temporary employee for the entire term of the leave of absence. This includes combined leaves and any approved extensions by the initial employee creating the temporary leave.**

### 14.3 Articles Not Applicable – Temporary Employees

Temporary employees shall be covered by the terms of the Agreement except for the Following Articles:

11	Union Committee	12	Seniority
13	Probationary Employees	15	Loss of Seniority
16	Seniority – Promotions/Transfers	17	Seniority – Lay Offs/Recalls
18	Transfers to Non-Bargaining Unit Positions	19	Job Posting
20	Leave of Absence	21.2	Payment during WSIB claim
22	Benefit Plan	23	Sick Leave
24	Vacations	25	Paid Holidays
26	Educational & Professional Fees		

### 15.0 Loss of Seniority

15.1 Seniority rights shall cease and employment shall be deemed terminated for the following reasons:

- a) retirement (voluntary);
- b) discharge for just cause, which includes but is not limited to the following:
  - Theft (unless stolen item is of nominal value)
  - Fighting (physical)
  - Sexual harassment, as identified by the prevailing Administrative policy which references the *Human Rights Code*;

- Falsifying work records
  - Just cause (Defined as “Where the action violates an essential condition of the employment contract, breaches the faith inherent to the work relationship, or is fundamentally or directly inconsistent with the employee’s obligations to **their** employer.”);
- c) layoffs for a continuous period of twelve (12) consecutive months or more;
  - d) failure to respond to a recall to work notice within five (5) days after the employee has been so notified by the Municipality via registered mail addressed to the employee’s last address on record with the Municipality;
  - e) using a leave of absence for reasons other than that for which it was granted, or exceeding the duration of an approved leave of absence;
  - f) failure to provide reasonable notice to the corporation of absence from work in excess of five (5) consecutive days;
  - g) an absence period of 24 months or longer (including LTD) will result in loss of seniority. The employment contract will be deemed frustrated and hence at an end.
  - h) if loss of driver’s licence occurs, where it is a bona fide occupational requirement to hold a valid driver’s licence, each case will be reviewed individually and any recommended action will be referred to the Chief Administrative Officer and Human Resources for final determination. It is the responsibility of the employee to inform the Corporation of any loss of licence.
  - i) if at any time during employment an unacceptable Canadian Police Information Centre Check - CPIC, (as determined by the prevailing Corporate Policy) is received, each case will be reviewed individually and any recommended action will be referred to the Chief Administrative Officer and Human Resources for final determination.

## **16.0 Seniority Applied To Promotions and Transfers**

- 16.1 Promotions and/or posted transfers within the bargaining unit will be based primarily on the skill, ability, experience and qualifications of the employees concerned, but as between two (2) persons of approximately equal standing based upon the above factors, seniority will govern. The secretary of the local will be advised as to pending transfers or promotions. The Municipality reserves the right to determine if a candidate has the necessary skill and ability, and further to determine, what, is a “passing score” for any testing which is part of the interview process. This “passing score” shall be listed on the job posting when testing is identified.

- 16.2 a) It is expressly understood that management reserves the right to deny an employee, promotion or transfer to a position where such promotion or transfer would result in that employee being directly supervised by an immediate family member.
- b) The term “immediate family” shall be defined to include a **parent, spouse, child, sibling, pibling**, grandparent or grandchild.  
**Note: pibling is the gender-neutral term for a parent’s sibling.**
- c) It is expressly understood that management reserves the right to transfer members of the Clerk I and Clerk II job classification to any Clerk I, Clerk II or Revenue Clerk I positions for a maximum of three (3) months, without having to consult the Union.

## **17.0 Seniority Applied to Lay Offs and Recalls**

### **17.1 Basis for Lay Off**

A lay off of employees shall be based upon seniority provided that the remaining employees have the skill, ability and qualifications to perform the required work. When recalling employees who have been laid off, the recall will also be made on the basis of seniority, provided that the employee to be recalled has the skill ability and qualifications to perform the required work.

### **17.2 Notice of Lay off and Address**

- a) Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employees shall be paid for days for which work was not available.
- b) All employees shall be obliged to notify the Municipality in writing as soon as possible of a change of address or telephone number.

### **17.3 No Lay Off Due to Contracting Work**

No employee in the employ of the Municipality shall be laid off as the result of contracting, leasing, assigning or conveying work to another person or Employer.

Note: Both parties agree to meet to determine appropriate protocol and criteria for staff deployment in situations such as pandemic or other unusual events.

## **18.0 Transfers to Non-Bargaining Unit Positions**

18.1 If an employee is, or has been a member of the bargaining unit and is transferred to a position outside this Agreement, and accordingly is not subject to the provisions of this Agreement, the employee shall retain his previous seniority for a period not to exceed two (2) calendar years. If transferred back to a position subject to the provisions of this Agreement, the employee shall carry this accumulated seniority, but will not be credited with seniority accumulated outside the unit. The seniority date will be calculated at the 1<sup>st</sup> of the month regardless of the date when the employee started during the month.

## **19.0 Job Posting**

### **19.1 Posting, Advertising & Interviewing:**

#### **a) Posting Timeframe:**

In the event new jobs are created or vacancies occur within the bargaining unit, the Municipality will post such new jobs or vacancies for a period of five (5) working days before new employees are hired in order to allow employees with seniority to apply in writing.

#### **b) Advertise:**

The Municipality reserves the right to advertise concurrently both inside and externally at the same time, but agrees to only review/consider/interview qualified external applicants after all internal applicants have been advised that they do not match/meet the required criteria for the job.

#### **c) Interviews:**

Qualified candidates will be interviewed in the following order:

1. Bargaining unit with the vacancy.
2. Other bargaining unit; should the candidate be successful, seniority is not transferred for service; vacation is transferred; sick days unused will be transferred.
3. External candidates; after qualified applicants from both bargaining units have been interviewed and advised that they are not the successful candidate.

## 19.2 Temporary Vacancies

### a) Six (6) Week Vacancy:

Temporary vacancies in any classification shall be considered as vacancies that are caused by the absence of the incumbent due to sickness, injury, vacation or other leave of absence. Such temporary vacancies are not required to be posted. However, temporary vacancies which are expected to exceed six (6) weeks shall be offered to the most senior qualified employee willing to accept the position. The Department with the vacancy will be notified of the vacancy by e-mail and qualified (at prevailing standards) interested employees have 48 hours to respond in writing to the Department. If there is no qualified employee responding to the vacancy and any subsequent vacancies may be filled by a temporary employee.

### b) Six (6) Month Temporary Vacancy:

Temporary vacancies expected for a minimum of six (6) months follow the process:

1. Post for five (5) working days in order that all employees have an opportunity to consider applying to fill the vacancy.
2. The extended temporary vacancies will be offered to the most senior employee within the bargaining unit who has the skill, ability and qualifications to perform the work within the vacated position.
3. Only the original vacancy must be posted. Any subsequent vacancy may be filled with an external applicant.
4. Upon return of the incumbent, the successful applicant to the temporary posting shall return to their former position.

### c) Limit to Applying for Temporary Vacancy:

Full-time employees who are already working within a temporary position and probationary employees shall not be entitled to apply for a temporary position.

## 19.3 Notice of Successful Applicant

The Municipality shall notify the Union of the appointment of the successful applicant within fifteen (15) days of the filling of the position.

## 20.0 Leave of Absence

### 20.1 Requests in Writing

All requests for leaves of absence shall be in writing, thirty (30) days in advance if possible. A reply will be given within seven (7) days if possible.

## 20.2 **General Leave of Absence**

The Municipality may grant a leave of absence without pay, to any employee requesting such leave for a good and sufficient cause. **General leaves of absence may be requested for reasons such as, but not limited to, leave for academic or professional development.**

## 20.3 **A. Union Business Leaves:**

### 1. **One Bargaining Unit:**

It is understood that, for the purposes of this Article, the Inside and Outside bargaining units shall be deemed to be one bargaining unit and that only one employee in total shall be granted leave of absence under these provisions.

### 2. **Extended Leaves:**

The Municipality shall grant upon reasonable notice in writing, a leave of absence for a specified period of time for full-time union duties, without pay or benefits, but without loss of seniority (for a maximum of three (3) months) upon the following conditions:

- i. Only one leave of absence within the bargaining unit will be considered or permitted in any twelve (12) month period;
- ii. Extension shall be granted to the leave for up to one (1) year upon written notice which specifies the duration of the extension;
- iii. Only one employee may be absent at any one time;
- iv. Maximum one individual will be entitled to a mandatory leave under this Article for more than a total of twenty-four (24) months;
- v. Any further or extended leaves of absence other than those permitted by paragraphs i), ii), iii) shall be at the sole discretion of the Municipality.

### **B. Short-Term Leave – Union Business (Conferences, Meetings, etc.)**

Leave of absence, without pay, for attendance at Union conventions, meetings, seminars, and schools, will be granted to not more than three (3) employees (with a maximum of one (1) employee per department at any one time), for a period not to exceed sixteen (16) days in any one (1) year, provided that it does not interfere with the efficient operation of the Municipality. Where possible the employee shall give the Municipality twenty-one (21) days written notice.

#### 20.4 Seniority During Leave

An employee on leave of absence may accumulate seniority only under the above subsections and then only during the first three (3) months of a granted leave of absence.

#### 20.5 Benefits During Leave

The employee's benefits, except short-term disability and long-term disability will continue for leaves up to thirty (30) days at the expense of the Employer. If such leave is for a period longer than thirty (30) days, the employee shall pay benefits in advance for that period of leave in excess of thirty (30) days.

#### 20.6 Pregnancy/Parental Leave – Benefits/Vacation, etc.

- a) An employee shall be eligible for pregnancy leave, parental leave or adoption leave in accordance with the *Employment Standards Act* or other applicable legislation.
- b) Employees shall continue to accumulate seniority during periods of pregnancy leave, parental leave or adoption leave in accordance with the provisions of the *Employment Standards Act*.
- c) A temporary employee who replaces an employee absent due to pregnancy leave, parental leave or adoption leave will be considered a temporary employee for the full duration of pregnancy leave, parental leave or adoption leave of absence.
- d) An employee on pregnancy/parental/adoption leave may take vacation time or pay during, or at the end of the approved leave. Any temporary employee filling this leave will not be subject to the terms under Article 14.2.
- e) **An employee on pregnancy/parental leave shall continue to receive benefit coverage listed in Article 22.2 provided they have passed probation prior to starting their respective leave.**

#### 20.7 Paternity Leave

An employee will be entitled to up to two (2) consecutive full days leave of absence without loss of pay for the purpose of being in attendance at the day of the birth of the child and the day immediately following the birth of the child; provided these are regularly scheduled shifts for the employee.

#### 20.8 Jury Duty

An employee called for jury duty/jury selection or who is subpoenaed as a witness in court, will be granted leave of absence without loss of pay for the duration of such duty/selection process, less, any fee paid for the service and subject to the Clerk of the Court certifying the time. Employees are required to return to work if released from jury duty or jury selection.

## 20.9 Bereavement Leave

An employee shall be granted time off for bereavement leave upon notification to the Department Head or **their** designate prior to the leave without loss of pay according to the schedule below, following the date of death, for attendance at, or arranging for the funeral of the following current relatives:

- a) An employee's spouse, common-law spouse, **parent, sibling, child**, step-parents, step-children, **step-sibling or grandchild** up to five (5) consecutive working days;
- b) A **parent-in-law, grandparent**, spouse's grandparents, **child-in-law** or **sibling-in-law**, up to three (3) consecutive working days;
- c) One additional day per year for a family member or friend, to be taken as either a full day or split into two (2) half (1/2) days. The Municipality reserves the right to request reasonable verification of the bereavement;
- d) An additional two (2) days traveling time, without pay, may be granted by the Department Head or their designate to permit the employee to attend a funeral in the family that is to be held at a distant point;
- e) There will be no loss of vacation credits where the bereavement leave is required during the employee's vacation period.
- f) **An employee who suffers a miscarriage that qualifies for entitlement to dependent life insurance shall qualify for entitlement to bereavement leave under 20.9 a)**

## 21.0 WSIB Claims

21.1 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents, and with some promotion of safety and health as is deemed necessary.

### 21.2 Payment During WSIB Claim

- a) An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their regular net salary. Such payment shall be charged against and be limited to the amount of accrued sick leave credits. Claim for WSIB coverage ends at age sixty-five (65)

- b) Only the annual entitlement of available 100% short-term sick leave days are eligible to be used for top up for WSIB purposes. Vacation days are eligible to be used for top up for WSIB purposes, as approved by the Department Head.
- c) Where the Municipality has reasonable grounds to question a WSIB claim, an objection in writing will be attached to the mandatory WSIB claim form and there will be no eligibility to the short-term sick leave plan over and above the available 100% days. However, if an employee is found not eligible for WSIB but is legitimately ill with appropriate Doctor documentation, the employee will be eligible for short-term sick leave within the provisions of the Collective Agreement.

### 21.3 Recovery of Monies Paid Under Claim

In the event an employee is found not to be entitled to workers' compensation payment, the Municipality will be entitled to full reimbursement of monies paid to the employee by the Municipality by way of deduction of the appropriate amount from the employee's subsequent earnings.

## 22.0 Benefit Plan

### 22.1 Changes to Benefits

Any changes to the benefits set out below shall be a matter of negotiations between the parties except that the Municipality shall have the right to designate the carrier. Details of the benefits which are not incorporated into this Collective Agreement will be listed in the carrier's booklet. The Municipality is not to be considered the insurance provider under any circumstances. Benefits are provided under the limits of the plan provider.

### 22.2 Benefits

On successful completion of the probationary period, the Municipality agrees to pay the premium cost of the following benefits with coverage pursuant to the rules and regulations of the particular insurer plans which are not incorporated into this Agreement. **For employees who start between the first and 15th day of each month, benefits will start immediately upon completion of the probationary period. For employees who start between the 16th and end of each month, benefits will start the first of the month following the end of probation.**

#### a) Insurance

##### i. Group Life Insurance

based on two (2) times annual earnings with no cap on an individual employee. Participation in the life insurance plan is compulsory for all employees.

##### ii. Spousal Life Insurance

\$30,000, plus \$12,000 for each child.

iii. **Accidental Death & Dismemberment**

on the basis of two (2X) earnings with no cap on an individual employee.

b) **Extended Health Benefits**

Major Medical benefits with prescription drug plan and semi-private hospital coverage. The parties agree to utilize the services of drug dispensing warehouses for maintenance drugs and will use generic drugs unless otherwise directed by a doctor. The parties agree to follow an established maintenance drugs list.

**Prescription Plan - \$12.00 dispensing cap fee**

c) **Co-Payments:**

The following benefits will be provided with the following co-payment/limits:

	<b>Per Visit Limit</b>	<b>Annual Maximum</b>
<b>Physiotherapy Services</b>	No cap per visit for employee. 50% cap for dependent/spouse	<b>\$600.00</b>
<b>Chiropractic Services</b>	<b>\$60.00</b>	<b>\$600.00</b>
<b>Massage Services</b>	No cap per visit for employee. \$40.00 cap for dependent/spouse	<b>\$500.00</b> <b>\$400 for dependent</b>
<b>Acupuncture</b>	<b>\$40.00</b>	<b>\$300.00</b>
<b>Speech Therapy</b>	<b>\$100.00</b>	<b>\$1,000.00</b>

d) **Hearing Aid**

\$1,000.00 per ear, every forty-eight (48) months

e) **Vision**

Prescription glasses maximum as noted per person in any two (2) policy years; child amount may be accumulated to the adult maximum per two (2) policy years.

**2023 - \$600.00**

**\$300.00** per child annually

- i. **Eye Exams** 100% coverage for all eye exams or tests every two (2) policy years.
- ii. **Laser Surgery** – one time only: effective 2009  
50% to a maximum of \$1,000.00/eye inclusive of consulting fees.

f) **Dental Plan**

Equivalent to Blue Cross # 9, major restorative, and orthodontic coverage for children with a 50% reimbursement to a maximum of \$5,000. The O.D.A. Fee Schedule shall be the schedule of the current year.

- i. 8 Units of scaling per year
  - ii. Oral Hygiene Instruction once per year
  - iii. Limited Periodontal Examination twice in any 12 month period with a 5 month separation between examinations
  - iv. Intra Oral radiographs and Bitewings once in every 12 month period
- g) **\$1,000 per year coverage for psychologist/social worker/psychotherapist and clinical counsellor for employee and dependents.**
- h) **Long-Term Disability (LTD) (to age 65 maximum)**
- i. LTD wages are calculated at the time of the original absence; any increase, grid movement or negotiated increases, settled after the date of the original illness are effective upon return to work.
  - ii. 70% of wages for all positions on the Union Grid
  - iii. The employee may elect to pay 100% of their own LTD Premiums.
  - iv. No LTD in Notice Period – No Short-Term or Long-Term Disability, will be provided during notice periods applicable to terminations.

### 22.3 **Benefits During Illness**

In cases of absence due to illness or injury, the Municipality will continue to pay the premium cost of the employee's health and welfare benefits **during an approved short-term disability absence**. All Extended Health Benefits, Dental, Vision and Life Insurance coverage will continue for the duration of any approved long-term disability claim.

**Once the short-term disability period is exhausted and if a long-term disability claim and subsequent appeal is denied the employee will maintain their benefit coverage for 30 days from the end of the short-term disability period.** Thereafter, the employee may elect to pay their own benefit premiums in accordance with the terms and conditions of the master insurance policies so long as the individual's employment status continues with the Municipality.

#### **22.4 Employment Insurance**

It is agreed that the full employee's portion of any reduction in employment insurance commission premiums resulting directly from Employment Insurance Canada approval of the improved weekly indemnity plan is included as part of the improved benefits contained in the Collective Agreement.

#### **22.5 OMERS**

The Employer agrees to continue participation in the Ontario Municipal Employees Retirement Plan as provided by the *Ontario Municipal Employees Retirement Systems Act*.

#### **22.6 Early Retirement Benefits**

The Municipality will continue to pay the premium cost of the employee's health, dental, and life insurance benefits after early retirement up to age (65) from the first day of early retirement. It is understood that an employee must have 15 years of vested service, must be in good standing at the time of retirement and must be at least 55 years old. Conversion options are the responsibility of the member and requests to implement must be made directly with the Plan Provider and not the Municipality.

**Note:** for clarification as this clause pre-dated the elimination of mandatory retirement – it was not intended to provide early retiree benefits beyond age 65 and was applicable to early retirement packages only. There will be no clawback to existing early retirement benefits so that retirees are grandfathered in future benefit decreases.

#### **22.7 Survivor/Spousal Benefits**

Upon the employee's death, retirement at NRA 65 or early retiree reaching age 65, the employee's survivor or spouse will continue to receive benefits for a maximum of 10 years, however benefits will cease at the survivor or spouse reaching age of 65. Deluxe travel ceases for employee and spouse under spousal benefit coverage once the employee reaches age 65.

#### **22.8 Membership – Fitness Facilities**

The Municipality will pay **100%** of the prevailing gym membership rate **in accordance with membership criteria at the Courtice Community Centre**, for the employee only.

## 22.9 Conversion Options

In the event that an employee ceases employment with the Municipality of Clarington conversion options for any municipal employee or retiree may be available from the benefit carrier at the employee's request. Requests must be made directly with the Plan Provider and not with the Municipality.

## 23.0 Short-Term Sick Leave Plan

23.1 The provision of a Short-Term Disability plan (STD Plan) on completion of the probationary period, is set out below. Sick leave taken during probation will not be credited to sick leave entitlement or be backdated.

### 23.2 Length

One hundred and twenty (120) days (equates to eighty-five (85) working days or the plan elimination period)

### 23.3 Eligibility

- a) **Coverage** – 100% for the first ten (10) days of illness per year; 75% for the remaining days.
- b) **Emergency Leave** – Employee is entitled to use **two (2) paid and eight (8) unpaid** “emergency leave” days as provided for under the *Employment Standards Act*.
- c) Short-term disability will be pro-rated for eligibility based on date of hire and termination.
- d) If an employee is absent more than 85 working days on a continuous or related illness, the short-term claim will automatically be referred to the long-term plan.
- e) One claim to a maximum of 85 working days is permitted per each illness annually. Additional claims for repeated absence due to the same illness will be disallowed or referred to Long-Term Disability, if eligible. Claim for the Long-Term Disability Plan ends at age sixty-five (65)
- f) Claim for the Short-Term Disability Plan ends when a member, subject to this agreement, is no longer actively employed.

### 23.4 Application

First day of illness or non-compensable injury.

### 23.5 Top Up

- a) From 75% to 100 % on the subsequent days following the fully covered days from balance of any sick days banked.
- b) Vacation days may be used to top up short-term sick leave days; however, they are not to be used to extend the short-term sick leave claim beyond 85 working days on any one claim.
- c) In no case shall more than five (5) vacation days be used to top up sick leave in any calendar year.
- d) No vacation days shall be used during sick leave absence except as provided for in this section above.
- e) Top up related to all shifts used will be on the basis of "hour for hour" accumulated.

### 23.6 Unused Days

- a) No accumulation of unused sick days.
- b) If no sick days are used after working a full calendar year, then the employee will receive either:
  - 1) Two (2) day's pay; or
  - 2) Two (2) days' vacation

There will be no pro-ration of the payout days. Once an option has been chosen employees are not permitted to alter it.

### 23.7 Verification and Second Opinion

- a) The Corporation reserves the right to request sick/emergency leave verification after the third consecutive day of illness or use of any emergency leave days and to interview on matters related to use of sick leave or emergency leave. The Corporation may require a doctor's certificate for a shorter period of absence where there is patterned use or other unusual use, and may request a second medical opinion.
- b) **Second opinion process as follows:**
  - i. If the Municipality requests a second medical opinion, the doctor may be selected by the employee from a list of doctors mutually agreed upon between the Municipality and the Union.

- ii. If the Municipality requests a second opinion from a doctor within the Region of Durham, the Municipality will reimburse the employee for medical costs related to the issuance of the doctor's certificate only.
- iii. If the Municipality requests a second opinion from a doctor outside the Region of Durham, the Municipality will reimburse the employee for the medical costs and mileage related to the issuance of the doctor's certificate only.

### **23.8 Exceed 90 Days – Return to Work**

If the 90 day period has been exceeded and the employee returns to work on a modified time schedule, all vacation and sick leave accrual will be pro-rated based on actual hours worked. Hours worked may be recorded on an hourly basis rather than salaried compensation until the employee returns to full-time hours and paid on one week hold back.

### **23.9 Beneficiary/Estate Provisions**

If an employee dies before retirement, the value of any days remaining and eligible for payout as a result of the transfer to the Corporation's self-insured short-term sick leave plan will be paid to the employee's beneficiary or estate, but only up to the maximum allowed by the *Municipal Act*.

### **23.10 Sick Credits (if applicable)**

- a) Any employee who qualifies for sick leave pay, shall receive full pay so long as the employee's credits under the prior sick credit plan last. However bereavement leave shall not be charged to sick leave credits.
- b) Except for persons who are on sick leave at the time of notice of lay off, sick leave credits shall not be used by those employees who have received a notice of lay off and who are absent from work as a result of lay off.

## 24.0 Vacations

24.1 An employee will be entitled to receive an annual vacation with pay in accordance with years of employment as follows:

On completion of less than one year of employment in a calendar year **if start date is on or before the 15th of the month, entitlement is one (1) day, if start date is after the 15th of the month, entitlement is one half (1/2) day	<b>One and a quarter (1.25) working day</b> for each completed month of employment to a maximum of <b>15</b> working days calculated as of December 31st of the year in which employment commenced**
In the calendar year of the 1st anniversary and each year thereafter	<b>3 weeks</b>
In the calendar year of the <b>7th</b> anniversary and each year thereafter	<b>4 weeks</b>
In the calendar year of the <b>14th</b> anniversary and each year thereafter	<b>5 weeks</b>
In the calendar year of the 20th anniversary and each year thereafter	<b>6 weeks</b>
In the calendar year of the 30th anniversary and each year thereafter	<b>7 weeks</b>

### 24.2 New Employees

New employees shall not be entitled to take vacation within the first six (6) months of employment except by mutual agreement of the parties.

### 24.3 Scheduling Vacation

Vacations may be scheduled in advance of the employee's anniversary date and subject to the proviso that, should the employee who has received **their** vacation entitlement prior to **their** anniversary date also terminate **their** employment or be terminated prior to that date, **they** shall be required to reimburse the employer for the overpayment by way of deduction from their pay cheque.

### 24.4 Seniority

a) Seniority for the purposes of vacation preference shall only apply to the priority request for vacation to a maximum of ten (10) consecutive days.

- b) Vacation requests for the year must be submitted by March 31st and every effort will be made to post by April 30th. The list shall give effect to scheduling vacation dates on the basis of seniority consistent with the efficient operation of the Department. All vacations will be scheduled by the Department Head or designate and may be changed if mutually agreed by both parties.
- c) 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.

#### **24.5 Vacation Pay**

For each week of vacation to which the employee is entitled an employee will be paid as vacation pay thirty five (35) hours pay or forty (40) hours pay depending on the employee's normal work week, or two percent (2%) of **their** earnings in the previous calendar year, whichever is greater.

#### **24.6 Carry Over**

An employee will be eligible to carry over up to five (5) days entitlement to the following vacation year subject to the prior approval of the Municipality.

#### **24.7 Accrual during Absence (also refer to Leave of Absence Article 20)**

Employees shall not accumulate nor accrue entitlement to vacation days during periods of absence due to illness or injury in excess of ninety (90) calendar days. Repetitive absences are to be accumulated, at such time the vacation accrual will be calculated. Employees shall not accumulate vacation with pay during other periods of absence except as required by the provisions of the *Employment Standards Act*.

#### **24.8 Exceed 90 Days – Return to Work**

If the 90 day period has been exceeded and the employee returns to work on a modified time schedule, all vacation and sick leave accrual will be pro-rated based on actual hours worked. Hours worked may be recorded on an hourly basis rather than salaried compensation until the employee returns to full-time hours and paid on one week hold back.

#### **24.9 Overnight Stay in Hospital – Credit Vacation Back**

An employee who is admitted for an overnight stay in the hospital as a result of illness or injury occurring immediately prior to or during their scheduled vacation will have **their** vacation rescheduled for the time spent in hospital. Reasonable and appropriate documentation may be requested to support such requests.

## 24.10 Pro-ration on Hire/Termination

Entitlement to vacation with pay will be pro-rated upon hire and termination of employment. If an employee's start date is on or before the 15th of the month, they will be entitled to a full day for that month. If the employee's start date is after the 15th of the month, they will be entitled to a ½ day for that month.

## 25.0 Paid Holidays

25.1 The Municipality agrees to pay employees for each of the holidays listed hereunder, the celebration of which falls on their regular scheduled working day, which they would otherwise have worked had it not been a holiday, a sum equivalent to their current hourly day rates for the number of hours they would have worked on such a day, provided they complete the regularly assigned hours of work on the day immediately prior to and following the day of the celebration of the holiday, unless otherwise mutually agreed. The holidays are as follows:

- |                  |   |
|------------------|---|
| – New Year's Day | – <b>National Day of Truth and Reconciliation</b> |
| – Family Day     | – Thanksgiving Day                                |
| – Good Friday    | – Christmas Day                                   |
| – Easter Monday  | – Boxing Day                                      |
| – Victoria Day   | – One Floating Holiday                            |
| – Canada Day     | – ½ Working day before Christmas*                 |
| – Civic Holiday  | – ½ Working day before New Year's Day*            |
| – Labour Day     | <b>*(in lieu of Remembrance Day)</b>              |

and any other holiday proclaimed by the Provincial or Federal Governments. The floating holiday will be celebrated by mutual agreement of the Municipality and the employee. If there is a conflict, the holiday will be as per the *Federal Holidays Act* or applicable Provincial law and only the statutory day will be paid at double time. Employees required to work on the day the holiday actually falls will be paid double their regular rate for actual hours worked in addition to holiday pay.

25.2 If one of the designated holidays is celebrated on a Saturday or Sunday, it shall be observed on the either Friday or Monday as determined by the Municipality, or paid for on the same basis as, at the discretion of the Municipality. The decision of which day,

Friday or Monday, will be allocated as the holiday shall be conveyed to the Union at least twenty-one (21) days prior to the holiday.

**25.3 a) Holiday or Observation Day:**

Employees required to work on the day the holiday actually falls will be paid double their regular rate for actual hours worked in addition to holiday pay. Employees required to work on a day of observation of the holiday defined above will be paid one and one-half (1-1/2) times their regular rate for actual hours worked, in addition to the holiday.

**b) Payment for Only One Day:**

Facilities that are normally closed on the day of the statutory and an observed day is designated – employees will only be paid premium for the day actually worked not both days. Facilities that are normally open on statutory days will be paid premium only on the actual day. There is no “double dipping” intended for paid holidays.

25.4 If a Statutory Holiday falls on a regular working day during an employee’s vacation period, the employee shall be granted another day off with pay in lieu thereof, or payment for the holiday at the option of the Department Head or their designate.

25.5 If a paid holiday occurs on an employee’s scheduled day off the employee shall receive another day off with pay in lieu of the holiday. The lieu day shall be taken at a time mutually satisfactory to the employee and the Municipality.

## **26.0 Training, Education and Professional Fees**

26.1 Reimbursement of fees for successful completion of courses relevant to the employee’s duties may be granted by the Municipality subject to the enrolment being pursuant to the prior authorization by the Department Head and the prevailing Municipal policy.

26.2 The Municipality agrees to pay employees for the full cost of membership fees of professional associations which are directly related to the employee’s employment duties.

## **27.0 Errors & Omission Insurance**

The Municipality agrees to maintain Public Liability and Errors & Omissions Insurance coverage for damages, costs and legal expenses in accordance with the prevailing Municipal policy and to the limits determined from time to time by Council and shall include in the definition of insured under said insurance coverage, all employees while

acting in the course of their employment. The protection provided shall be governed by the terms and conditions of such insurance policy.

## **28.0 Contracting Out**

28.1 The Municipality will contract out for the provision of security related services.

## **29.0 Schedules**

29.1 Attached hereto and forming part of the Agreement are:

Schedule A – Wages and Job Classifications

Schedule B – Compensation Matters & Hours of Work

## **30.0 Termination or Amendment**

This Agreement will be effective from **January 1, 2021 until December 31, 2024** and from year to year thereafter unless either party gives notice in writing within ninety (90) days of the expiry date in any year of their desire to amend or terminate.

In witness whereof the parties hereto have set their hands and seals this ~~Monday~~, ~~20~~ ~~2023~~.

Signed, sealed and delivered in the presence of:

The Corporation of the  
Municipality of Clarington

Canadian Union of Public  
Employees and its Local 74

*Mary Anne Dempster*

*Bob Stiles*

\_\_\_\_\_  
Mary-Anne Dempster  
Chief Administrative Officer

\_\_\_\_\_  
Robert Stiles, President

*June Gallagher*

*David Williams*

\_\_\_\_\_  
June Gallagher, Clerk

\_\_\_\_\_  
David Williams, Vice-President, Inside

# Schedule A – Wages and Job Classifications

Revised: February 3, 2023

Municipality of Clarington / CUPE Inside  
Schedule "A - 1" Wages & Job Classifications

		January 1 - December 31, 2021					1.75%	
Code	Classification <small>[35 Hr. Gnd/1820 Hr/Yr]</small>	Start	6 Months	12 Months	18 Months	24 Months	30 Months	
1	Vacant Hourly Rate	36,934 20.29	38,947 21.40	40,961 22.51	42,980 23.62			
2	Vacant Hourly Rate	38,899 21.37	41,029 22.54	43,159 23.71	45,377 24.93			
3	Clerk I Hourly Rate	40,875 22.46	42,996 23.62	45,222 24.85	47,572 26.14			
4	Fire Services Clerk Hourly Rate	43,329 23.81	45,928 25.24	48,681 26.75	51,604 28.35			
5	Clerk II Accounting Clerk I Engineering Tech.I Clerk II - Licensing Clerk Information/Communications Clerk Purchasing Clerk Fleet Clerk Hourly Rate	45,591 25.05	48,399 26.59	51,211 28.14	54,021 29.68	56,832 31.23		
6	Revenue Clerk I Permit Clerk Clerk II/Crossing Guard Co-Ordinator Recreation Software Clerk Committee Coordinator Cemetery Services & Records Clerk Municipal Law Enforcement Officer I Operations Software & Claims Clerk Development Application Coordinator GIS Technician I Hourly Rate	48,365 26.57	51,351 28.21	54,332 29.85	57,317 31.49	60,298 33.13		
7	Hourly Rate	51,351 28.21	54,332 29.85	57,317 31.49	60,298 33.13	63,581 34.93		
8	Accounting Clerk II Engineering Tech.II Tax Clerk II Network Support Tech Operations Technician Planner I Hourly Rate	54,419 29.90	57,837 31.78	61,202 33.63	64,565 35.48	67,934 37.33		
9	Web Designer Engineering Technician III (Inspector) Communications Co-Ordinator Buyer I Hourly Rate	57,524 31.61	61,074 33.56	64,632 35.51	68,188 37.47	71,738 39.42		
10	Engineering Tech.III Accountant Revenue Co-Ordinator Financial Analyst Building Inspector/Plans Examiner Plumbing Inspector Senior Buyer Municipal Law Enforcement Officer II GIS Technologist Hourly Rate	60,856 33.44	64,753 35.58	68,379 37.57	72,145 39.64	75,908 41.71		
11	Hourly Rate	64,932 34.46	67,855 36.01	70,906 37.63	74,099 39.33	76,323 40.51		
12	Planner II G.I.S. Analyst Construction Co-ordinator Engineering Co-ordinator Solution Analyst Network Analyst Hourly Rate	69,477 38.17	71,668 39.38	73,856 40.58	75,417 41.44	76,983 42.30	79,805 43.85	
13	Senior GIS Analyst Hourly Rate	73,991 40.65	76,211 41.87	78,499 43.13	80,853 44.42	83,279 45.76	85,777 47.13	
14	Engineering Services Supervisor Senior Planner Hourly Rate	78,490 43.13	81,435 44.74	83,396 45.82	86,339 47.44	88,303 48.52	91,246 50.14	

Notes: General a) Temps move through grid. b) Seniority date (as may be adjusted) used for grid movement.

Municipality of Clarington / CUPE Inside  
Schedule " A - 1 " Wages & Job Classifications

		January 1 - December 31, 2022					2.00%	
Code	Classification <small>[35 Hr. Gnd/1820 Hr/Yr]</small>	Start	6 Months	12 Months	18 Months	24 Months	30 Months	
1	Vacant	37,673	39,726	41,780	43,840			
	Hourly Rate	20.70	21.83	22.96	24.09			
2	Vacant	39,677	41,850	44,022	46,285			
	Hourly Rate	21.80	22.99	24.19	25.43			
3	Clerk I	41,693	43,856	46,126	48,523			
	Hourly Rate	22.91	24.10	25.34	26.66			
4	Fire Services Clerk	44,196	46,847	49,655	52,636			
	Hourly Rate	24.28	25.74	27.28	28.92			
5	Clerk II Accounting Clerk I Engineering Tech.I Clerk II - Licensing Clerk Information/Communications Clerk Purchasing Clerk Fleet Clerk	46,503	49,367	52,235	55,101	57,969		
	Hourly Rate	25.55	27.12	28.70	30.28	31.85		
6	Revenue Clerk I Permit Clerk Clerk II/Crossing Guard Co-Ordinator Recreation Software Clerk Committee Coordinator Cemetery Services & Records Clerk Municipal Law Enforcement Officer I Operations Software & Claims Clerk Development Application Coordinator GIS Technician I	49,332	52,378	55,419	58,463	61,504		
	Hourly Rate	27.11	28.78	30.45	32.12	33.79		
7		52,378	55,419	58,463	61,504	64,853		
	Hourly Rate	28.78	30.45	32.12	33.79	35.63		
8	Accounting Clerk II Engineering Tech.II Tax Clerk II Network Support Tech Operations Technician Planner I	55,507	58,994	62,426	65,856	69,293		
	Hourly Rate	30.50	32.41	34.30	36.18	38.07		
9	Web Designer Engineering Technician III (Inspector) Communications Co-Ordinator Buyer I	58,674	62,295	65,925	69,552	73,173		
	Hourly Rate	32.24	34.23	36.22	38.22	40.20		
10	Engineering Tech.III Accountant Revenue Co-Ordinator Financial Analyst Building Inspector/Plans Examiner Plumbing Inspector Senior Buyer Municipal Law Enforcement Officer II GIS Technologist	62,073	66,048	69,747	73,588	77,426		
	Hourly Rate	34.11	36.29	38.32	40.43	42.54		
11		66,231	69,212	72,324	75,581	77,849		
	Hourly Rate	36.39	38.03	39.74	41.53	42.77		
12	Planner II G.I.S. Analyst Construction Co-ordinator Engineering Co-ordinator Solution Analyst Network Analyst	70,867	73,101	75,333	76,925	78,523	81,401	
	Hourly Rate	38.94	40.17	41.39	42.27	43.14	43.85	
13	Senior GIS Analyst	75,471	77,735	80,069	82,470	84,945	87,493	
	Hourly Rate	41.47	42.71	43.99	45.31	46.67	47.13	
14	Engineering Services Supervisor Senior Planner	80,060	83,064	85,064	88,066	90,069	93,071	
	Hourly Rate	43.99	45.64	46.74	48.39	49.49	50.14	

Notes: General a) Temps move through grid. b) Seniority date (as may be adjusted) used for grid movement.

Municipality of Clarington / CUPE Inside  
Schedule "A - 1" Wages & Job Classifications

January 1 - February 1, 2023									2.75%
Code	Classification	PSH	MINIMUM	Start	6 Months	12 Months	18 Months	24 Months	30 Months
1	Vacant			38,709	40,818	42,929	45,046		
			Hourly Rate:	21.27	22.43	23.59	24.75		
2	Vacant			40,768	43,001	45,233	47,558		
			Hourly Rate:	22.40	23.63	24.85	26.13		
3	Clerk I			42,840	45,062	47,394	49,857		
			Hourly Rate:	23.54	24.87	26.04	27.39		
4	Fire Services Clerk			45,411	48,135	51,021	54,083		
			Hourly Rate:	24.95	26.45	28.03	29.72		
5	Clerk II			47,782	50,725	53,671	56,616	59,563	
	Accounting Clerk I			26.25	27.87	29.49	31.11	32.73	
	Engineering Techn								
	Clerk - Licensing Clerk								
	Information/Communications Clerk								
	Purchasing Clerk								
	Fleet Clerk								
6	Revenue Clerk I			50,689	53,818	56,943	60,071	63,195	
	Permit Clerk			27.85	29.57	31.29	33.01	34.72	
	Clerk II/Crossing Guard Co-Ordinator								
	Recreation Software Clerk								
	Committee Coordinator								
	Cemetery Services & Records Clerk								
	Municipal Law Enforcement Officer I								
	Operations Software & Claims Clerk								
	Development Application Coordinator								
	GIS Technician I								
7				53,818	56,943	60,071	63,195	66,326	
			Hourly Rate:	29.57	31.29	33.01	34.72	36.61	
8	Accounting Clerk II			57,833	60,616	64,143	67,667	71,199	
	Engineering Techn II			31.34	33.31	35.24	37.18	39.12	
	Tax Clerk								
	Network Support Tech								
	Operations Technician								
	Planner I								
9	Web Designer			60,288	64,008	67,738	71,465	75,185	
	Engineering Technician III (Inspector)			33.13	35.17	37.22	39.27	41.31	
	Communications Co-Ordinator								
	Buyer I								
10	Engineering Techn III			63,780	67,864	71,665	75,612	79,555	
	Accountant			35.04	37.29	39.38	41.55	43.71	
	Revenue Co-Ordinator								
	Financial Analyst								
	Building Inspector/Plans Examiner								
	Plumbing Inspector								
	Senior Buyer								
	Municipal Law Enforcement Officer II								
	GIS Technician II								
11				68,052	71,115	74,313	77,659	81,050	
			Hourly Rate:	37.39	40.07	40.83	42.67	43.95	
12	Planner II			72,816	75,111	77,405	79,840	82,316	83,640
	G.I.S. Analyst			40.01	41.27	42.53	43.43	44.33	43.85
	Construction Co-ordinator								
	Engineering Co-ordinator								
	Solution Analyst								
	Network Analyst								
13	Senior GIS Analyst			77,546	79,673	82,271	84,738	87,281	89,859
			Hourly Rate:	42.61	43.89	45.21	46.56	47.96	49.40
14	Engineering Services Supervisor			82,262	85,348	87,403	90,488	92,546	95,630
	Senior Planner			45.20	46.89	48.02	49.72	50.85	52.54

Notes: General 1) Terms move right grid 2) Seniority Rate (as may be adjusted) used for grid movement.

Municipality of Clarington / C.U.P.E. Inside  
Schedule "A - 1" Wages & Job Classification

		February 2 - December 31, 2023						2.75%
Code	Classification	Hourly Rate	Start	6 Months	12 Months	18 Months	24 Months	Months
	Vacant	Hourly Rate	38,700	40,814	42,928	45,046		
	Vacant	Hourly Rate	40,768	43,001	45,233	47,558		
	Clerk I	Hourly Rate	22.40	23.63	24.85	26.13		
	Fire Services Clerk	Hourly Rate	42,840	45,062	47,394	49,857		
	Accounting Clerk I	Hourly Rate	23.54	24.76	26.04	27.39		
	Clerk II - Licensing Clerk	Hourly Rate	45,411	48,135	51,021	54,083		
	Clerk II	Hourly Rate	24.95	26.45	28.01	29.72		
	Engineering Tech.I	Hourly Rate	47,962	50,725	53,671	56,816	59,968	
	Fleet Clerk	Hourly Rate	28.25	27.67	29.49	31.11	32.73	
	Information/Communications Clerk							
	Purchasing Clerk							
8	Cemetery Services & Records Clerk	Hourly Rate	36,638	38,898	41,343	43,971	46,785	
	Clerk II/Crossing Guard Co-Ordinator	Hourly Rate	27.85	29.57	31.29	33.01	34.72	
	Committee Coordinator							
	Development Application Coordinator							
	GIS Technician I							
	Records Clerk							
	Help Desk Technician							
	Municipal Law Enforcement Officer I							
	Operations Software & Claims Clerk							
	Permit Clerk							
	Project Administration Clerk							
	Recreation Software Clerk							
	Revenue Clerk I							
		Hourly Rate	53,818	56,943	60,071	63,195	66,336	
		Hourly Rate	29.57	31.29	33.01	34.72	36.81	
9	Accounting Clerk I	Hourly Rate	57,033	60,616	64,143	67,667	71,195	
	Engineering Tech.II	Hourly Rate	31.34	33.31	35.24	37.18	39.12	
	Network Support Tech							
	Operations Technician							
	Tax Clerk II							
	Buyer I	Hourly Rate	60,290	64,008	67,730	71,465	75,185	
	Communications Co-Ordinator	Hourly Rate	33.13	35.17	37.22	39.27	41.31	
	Engineering Technician (Inspector)							
	Web Designer							
10	Accountant	Hourly Rate	63,780	67,864	71,965	76,082	80,215	
	Development Review Technician	Hourly Rate	35.04	37.28	39.58	41.85	44.12	
	Construction Inspector (formerly Engineering Tech.III)							
	Financial Analyst							
	GIS Technician/Logist							
	Municipal Law Enforcement Officer II							
	Planner I *							
	Revenue Coordinator							
	Senior Buyer							
11	Building Inspector *	Hourly Rate	68,052	71,114	74,343	77,659	81,060	
	Plans Examiner *	Hourly Rate	37.59	39.07	40.83	42.67	44.35	
	Plumbing Inspector *							
12	Construction Coordinator	Hourly Rate	72,816	75,111	77,485	79,938	82,470	
	Engineering Coordinator	Hourly Rate	40.31	41.27	42.53	43.49	44.33	45.98
	Financial Analyst II							
	G.I.S. Analyst							
	Plans Examiner I **							
	Network Analyst							
	Senior Construction Inspector							
	Solution Analyst							
	Utility & Infrastructure Coordinator							
13	Planner *	Hourly Rate	77,546	79,113	80,771	82,438	84,115	85,800
	Senior GIS Analyst	Hourly Rate	42.91	43.99	45.1	46.1	47.06	48.40
	Senior Building Inspector *							
	Senior Planning/Measurement Inspector *							
	Senior Plans Examiner *							
14	Engineering Services Supervisor	Hourly Rate	82,262	85,348	87,403	90,488	92,546	95,639
		Hourly Rate	46.20	46.88	47.52	48.12	48.65	49.54
15	Senior Financial Analyst	Hourly Rate	87,444	90,723	92,910	96,190	98,372	101,648
	Senior Planner *	Hourly Rate	49.05	49.85	51.05	52.25	53.45	55.65

Notes: (a) Temp move through grid. (b) Seniority date (as may be adjusted) used for grid movement  
 GIS Technician changed to GIS Technologist as per Crg Chart  
 \* positions moved pay codes as of February 2, 2023  
 \*\* new positions as of April 3, 2023  
 Code 15 added as of February 2, 2023

January 1 - December 31, 2024								2.75%
Code	Classification	Hourly Rate	Start	6 Months	12 Months	18 Months	24 Months	30 Months
1	Vacant		39,772	41,848	4,418	462		
2	Vacant	Hourly Rate	21,851	23,041	24,241	25,441		
3	Clerk I	Hourly Rate	41,883	44,184	46,477	48,866		
		Hourly Rate	23,021	24,221	25,541	26,851		
		Hourly Rate	44,111	46,301	48,637	51,228		
4	Fire Services Clerk	Hourly Rate	24,181	25,441	26,781	28,151		
		Hourly Rate	46,868	48,458	52,424	55,570		
		Hourly Rate	25,841	27,181	28,801	30,581		
5	Accounting Clerk I	Hourly Rate	49,896	52,120	55,147	58,173	61,201	
	Clerk II - Licensing Clerk	Hourly Rate	27,381	28,841	30,381	31,981	33,631	
	Engineering Tech. I							
	IT Clerk							
	Information/Communications Clerk							
	Purchasing Clerk							
6	Environment Services & Records Clerk	Hourly Rate	52,883	55,298	58,509	61,723	64,933	68,161
	Clerk - Crossing Guard Co-Ordinator	Hourly Rate	26,621	30,381	32,151	33,911	35,681	37,461
	Committee Coordinator							
	Development Application Coordinator							
	GIS Technician							
	Help Desk Technician							
	Municipal Law Enforcement Office - Operations Software & Claims Clerk							
	Personnel Clerk							
	Project Administration Clerk							
	Recreation Software Clerk							
	Revenue Clerk I							
		Hourly Rate	55,298	58,509	61,723	64,933	68,161	71,401
		Hourly Rate	30,281	32,151	33,911	35,681	37,461	39,251
8	Accounting Clerk II	Hourly Rate	38,881	40,381	42,381	44,381	46,381	48,381
	Engineering Tech. II	Hourly Rate	32,201	34,221	36,211	38,201	40,201	42,201
	Network Support Technician							
	Operations Technician							
	Tax Clerk II							
9	Buyer I	Hourly Rate	61,946	65,768	69,601	73,434	77,256	81,078
	Communications Co-Ordinator	Hourly Rate	34,041	38,141	38,241	40,351	42,451	44,551
	Engineering Technician - Sector							
	Web Designer							
10	Accountant	Hourly Rate	65,534	69,730	73,636	77,691	81,743	85,795
	Construction Inspector	Hourly Rate	36,011	38,311	40,481	42,691	44,911	47,131
	Development Review Technician							
	Engineering Tech. III							
	Financial Analyst							
	GIS Technologist							
	Municipal Law Enforcement Office - II							
	Planner I							
	Revenue Coordinator							
	Senior Buyer							
11	Building Inspector	Hourly Rate	69,311	73,071	76,157	79,135	82,190	85,245
	Plans Examiner I	Hourly Rate	36,421	40,151	41,951	43,841	45,161	46,481
	Plumbing/HVAC Inspector I							
	Plumbing Inspector I							
12	Building Inspector II	Hourly Rate	74,818	77,177	79,534	81,214	82,501	83,940
	Construction Co-Ordinator	Hourly Rate	41,111	42,401	43,701	44,621	45,551	46,471
	Engineering Coordinator							
	G.I.S. Analyst							
	Network Support							
	Plans Examiner							
	Plumbing/Mechanical Inspector II							
	Senior Construction Inspector							
	Software Analyst							
	Utility & Infrastructure Coordinator							
13	Planner II	Hourly Rate	79,511	82,070	84,511	87,068	89,611	92,171
	Senior GIS Analyst	Hourly Rate	43,781	45,111	46,451	47,841	49,281	50,751
	Senior Building Inspector							
	Senior Plumbing/Mechanical Inspector							
	Senior Plans Examiner							
14	Engineering Services Supervisor	Hourly Rate	84,524	87,695	89,807	92,976	95,691	98,260
		Hourly Rate	46,441	48,181	49,341	51,021	52,751	54,431
15	Senior Financial Analyst	Hourly Rate	89,848	93,278	95,465	98,311	101,077	104,444
	Senior Planner	Hourly Rate	48,371	51,221	52,451	54,301	56,541	58,391

## Schedule B – Compensation Matters & Hours of Work

### 1. Payment Conditions & Grid Criteria

- a) Employees will be paid bi-weekly.

### 2. Grid Progression

- a) Temporary Employees move through the grid.
- b) Seniority date is used for grid movement.
- c) A change in name of a classification does not, in itself, speak to any issue regarding work assignment.
- d) Grid Progression During Leaves  
Employees shall not accumulate credited service for the propose of progression through the wage grids during periods of approved leaves of absence, or during periods of absence due to illness or injury in excess of ninety (90) calendar days.

### 3. Promotion/Transfer to Higher Classification

- a) Permanent Promotion  
Employees promoted to a classification with a higher job rate than their own shall be placed at the first increment level on the new classification scale which provides an increase in salary **that represents an annual increase of at least \$500. If the difference between the employee's current rate of pay and the highest rate in the new classification is less than \$500 then the employee shall be paid at the end rate of the new classification.** Thereafter, the employee shall move to the next increment level on completion of the required time in the new position within the classification.
- b) Temporary Transfer  
Employees working in a higher classification for longer than one (1) day will receive an increase that represents an annual increase of at least five hundred dollars (\$500).

### 4. Transfer to Lower Classification

- a) Permanent Transfer  
When an employee who is selected through the job posting procedure is thereby transferred to a position in a lower grade, the employee will be placed at a pay level nearest to, without being greater than, their pay at the time of the transfer.
- b) Temporary Transfer  
When an employee is detailed to relieve on a temporary basis for any period in a position of lower rating, they shall maintain their regular rate of pay while so assigned.

## 5. Overtime & Time-In-Lieu

- a) Overtime Pay – Regular Days  
Authorized hours worked over and above seven (7) hours/day or thirty-five (35) hours/week shall be paid for at the rate of time and one-half (1-1/2) the employee's regularly scheduled rate of pay.
- b) Sunday Overtime  
The Municipality shall pay double time for all hours worked on a Sunday except where regularly scheduled.
- c) Time-in-lieu of Pay for Overtime  
Time off in lieu of overtime may be granted at a rate at which it was worked, either time and one-half (1-1/2) hours or double time for each hour worked, with the approval of the Department Head or authorized manager.
- d) Time-in-lieu Carry-Over  
Time-in-lieu earned will be eligible for carry over to a maximum of 20 hours annually, in addition to the vacation carry over days.
- e) Offer of Overtime  
Where reasonably possible, scheduled overtime will be offered and distributed equitably to employees who normally perform the work. Employees who are off sick are not eligible for any overtime on the day of illness, eligibility begins after reporting for the next regularly scheduled shift; exception – Operations may offer overtime after midnight on the sick day if work is deemed required.
- f) Sunday Conference/Course Time  
If an employee is required to register for an approved conference or course on Sunday, pay will be at straight time for actual travel time only and one (1) hour straight time for registration. Mileage will be reimbursed at current rate.

## 6. Premiums and Classification Criteria

- a) A premium of two dollars (\$2.00) per hour above the employee's classified rate shall be paid for all hours worked on scheduled shifts between 5 p.m. and 6:00 a.m. of the next day, weekend shifts, and winter night/weekend patrol shifts.
- b) Planner - To progress from Planner I to Planner II employee must:
  - i. Obtain the registered Professional Planner designation
  - ii. Have a minimum of **three (3)** years directly applicable work experience, with at least two (2) years as a Planner I at the Municipality of Clarington
  - iii. Successful management of four (4) minor development applications not normally assigned to Planners including two (2) presentations to Council, i.e., minor zoning site plans
  - iv. Demonstrated competence, including writing skills and dealing with the public
- c) Municipal Law Enforcement Officer II eligibility criteria are determined by the Department Head.

## 7. Standby Pay

- a) Any employee designated to standby duty during other than normal hours of work will receive forty dollars (\$40.00) per day as standby pay for regular dates and sixty-five dollars (\$65.00) on the day a holiday actually falls.
- b) Standby schedules shall be posted at least one (1) month in advance and shall not be changed without the mutual agreement between the employer and the employee or in the case of an emergency.
- c) Employees must be in a "fit" condition to perform their job duties - i.e. no alcohol.

## 8. Call-Out Pay

- a) When employees are called out\* in an emergency they will not receive less than three (3) hours pay at overtime rates. More than one (1) call out within the same period specified above shall be considered as continuous.
- b) For calls taken and resolved over the telephone, employees are entitled to receive one hour straight time pay or lieu time if approved.
  - i. **Consecutive phone calls within the one hour period do not qualify for additional claims of pay.**
  - ii. **Multiple calls received on the same day will have a maximum pay of 2 hours per day.**

Note: "Called Out" refers to an employee who is actually physically called into work and the employee must be in a "fit" condition to perform their job duties - i.e. no alcohol.

## 9. Meal Allowance/Rest Periods

- a) All employees required to work **three (3)** hours past their normal quitting time, or when called out in an emergency for more than two (2) hours, shall qualify for a meal allowance to a maximum of **twenty dollars (\$20.00)**, upon reaching the fifth (5<sup>th</sup>) hour of overtime worked, an additional **fifteen dollars (\$15.00)** will be paid.
- b) There will be no meal allowance granted for scheduled special event over time that is posted 7 days in advance.
- c) An employee shall be permitted to a rest period of fifteen (15) consecutive minutes in each half shift.
- d) Proper accommodation shall be provided for employees to have their meals.

## 10. Recovery of Overpayment/Monies Owed

- a) Compensation Overpayment

If an overpayment in wages is made resulting from a change in positions or classifications an adjustment may be made through an employee's future earnings.

b) **Monies Owed Upon Leaving**

Upon ceasing employment with the Municipality of Clarington, any monies owing under municipally funded programs will be deducted from an employee's final pay owing, including vacation pay owing.

## 11. Mileage

- a) Employees required to use their own vehicles for business purposes will be reimbursed at the rate set out by Revenue Canada.
- b) Expense claims shall be submitted to the Department Head on the first working day of each month and claims will be paid on or about the seventh (7th) day of each month.
- c) Reimbursement shall be calculated on the basis of the shorter distance between the designated workplace and the destination or between the employee's residence and destination.

## 12. Hours of Work & Schedules

a) **Municipal Administrative Centre Employees**

Regular work week – five (5) seven (7) hour days Monday to Friday.

Regular work day – between 8:30 a.m. to 4:30 p.m. with a one (1) hour unpaid lunch

Summer hours from the week of July 1 to Labour Day – 8:00 a.m. to 4:00 with a one (1) hour unpaid lunch.

b) **Operations Division – Clerical**

Regular work week - five (5) seven (7) hour days Monday to Friday.

Clerical: Regular work day – between 7:30 a.m. to 3:00 p.m. with a one-half (1/2) hour unpaid lunch.

c) **Recreation Facilities – Clerical**

Regular work week - five (5) seven (7) hour days including Saturdays and Sundays as required.

Work Schedule - posted by appropriate supervisor and posted 2 weeks in advance, not subject to change unless necessary due to circumstances beyond the reasonable control of the supervisor.

d) **Municipal Law Enforcement**

1. MLEO I & II positions will be scheduled Monday to Sunday between the hours of 8:00 a.m. to 8:00 p.m. for five (5) consecutive days of seven (7) hours per day.

2. Shift schedules will be posted six (6) months advance notice, with shifts assigned and equitably distributed, management reserves the right to alter the

schedule with **thirty (30)** days' notice; a maximum of one (1) weekend per month may be scheduled per employee.

3. Shift substitution or change may be permitted by written request five (5) days in advance, signed by both requesting parties, and subject to Management approval. Any substitution will not result in overtime. Any violation of the weekend maximum resulting from substitution will not be considered a violation.
4. Shift premium will be applied to scheduled shifts for hours worked between 5:00 p.m. and 6:00 a.m. of next day and weekend shifts.
5. Existing MLEO's attending any call will deal with all enforcement issues at the site.
6. MLEO positions hired after March 2015 will have Animal Services enforcement duties included in their responsibilities to transition all Municipal Law Enforcement matters to the inside unit, over time.
7. Municipal Law Enforcement - Clerical (currently Trulls Road location)  
Regular work day – between 8:00 a.m. to 8:00 p.m., with a one (1) hour unpaid lunch, scheduled Monday to Sunday for five (5) consecutive days of seven (7) hours per day; a maximum of one (1) weekend per month may be scheduled per employee.

### **13. Excess Hours of Work/Week Permit**

The parties agree to sign **excess hour agreements** to permit work in excess of the regular hours, to a maximum of 60 hours per week and 75 hours per week. The hours of work per day/overtime/working conditions are as established in Schedule B. ESA rules regarding hours from work and eating periods will apply. The Municipality will not schedule more than the maximum allowable hours and each employee has an obligation to adhere to the maximum hour limits permissible under legislation.

**Note: The Ministry of Labour no longer requires the parties to submit applications for approval. Should the MOL change this process such application will be made by the parties.**

### **14. Personal Protection Equipment & Clothing**

#### a) Footwear

1. Permanent and Temporary Employees - are required to wear C.S.A. approved safety footwear which is recommended by the Joint Health & Safety Committee; designated and paid for by the Municipality.
2. Probationary Employees - must purchase their own C.S.A. approved boots which will be reimbursed at the end of successful probation.

#### b) Tools/Equipment

1. The Municipality will provide such tools and equipment as are necessary to carry out the work of the Municipality. Employees will use such equipment with reasonable care.
- c) Clothing Issue – Permanent Employees
1. Mandatory - Employees required to represent the Municipality to the public on an ongoing and continual basis will be required to wear clothing issued by the Municipality.
  2. Quality - quality and colour requirements will be decided by the Corporation.
  3. Annual Issue - 4 items of employee's choice: shirts or reflective T-shirts (long or short sleeve) and/or work trousers, 1 pair regular overalls
  4. First Year - of issue the employee will receive 3 shirts and 3 pair of work trousers
- d) Parkas & Insulated Overalls
1. Items will be issued to employees who the Corporation has identified as requiring them. The following employees have been identified for issue of parkas or overalls; Building and Plumbing Inspectors and Construction Inspectors and Municipal Law Enforcement Officers.
  2. Replacement of parkas or insulated overalls will be on a minimum of three years and as approved by the Corporation.
  3. Insulated overcoats and insulated overalls that have been replaced with new ones will remain at the workplace for use in jobs that are considered to be more damaging to clothing.
  4. The specifications for the insulated overalls and overcoats will be decided by the Corporation based on the individual needs of the Department.
- e) Municipal Law Enforcement Officers
1. Order criteria: the Municipality will place the uniform order for MLEO's within thirty (30) day of receiving staff written request.
  2. Annual Issue: seven (7) items chosen from shirts, pants, inclusive of a dress uniform.
  3. Protective Body Armour:
    - a) Mandatory to wear by all MLEO's in accordance with prevailing Departmental Policy.
    - b) Municipality determines design, identification markings, style and colour.
    - c) Replacement is on an as demonstrated need basis as approved by Management or upon expiry.
  4. Overalls - one pair of overalls per term of Collective Agreement if requested.
- f) Clothing Issue – Temporary Employees  
Temporary employees must purchase the normal department issue.
- g) Care and Replacement of Clothing
1. Clothing Condition - the Corporation reserves the right to request that an employee replace any of the standard clothing issue that is not considered by

- the Corporation to be in keeping with the Corporate image at the employee's cost.
2. Replacement - of articles shall be provided when the old items are turned in to the Department Head.
  3. Purchase- employees may purchase any of the standard clothing over and above the annual items issued.
  4. Care - Employees will be responsible for the care of all clothing issued by the Municipality.
- h) Gloves, Coveralls & Other Issue  
Employees will take reasonable care of any gloves, waterproof clothing, rubber boots, coveralls, smocks, tools, etc., that may be supplied to them and take every reasonable precaution to prevent damage by improper use or loss by theft or carelessness.
- i) Mandatory P.P.E. to be Worn (Hats, Vests, etc.)  
All employees shall be required to wear C.S.A., approved safety hats, vests and reflective clothing in accordance with the *Construction Safety Act* and/or the *Health and Safety Act*. C.S.A., as supplied by the Corporation.
- j) Ownership of Issued Items  
It is understood that the above tools, equipment and clothing are the property of the Municipality and are not to be removed from the premises without prior permission of the Department Head.

## **15. First-Aid Kits**

First-Aid kits will be supplied by the Municipality and kept in places easily accessible to all employees including each vehicle regularly operated by an employee on behalf of the Municipality. It will be the responsibility of both parties to see that the kits are properly cared for and maintained. The operator of the vehicle will be responsible for its use and will be required to notify the employee's Supervisor in writing when it has been used so that a replacement can be made. Contents of first-aid kits will be as specified by the Health & Safety Committee.

## **16. Bulletin Boards & Posting Notices**

The Municipality agrees to provide bulletin boards for each office on which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees subject to Management's approval.