

**The Corporation of the
Town of Oakville**

and

CUPE 136



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THIS AGREEMENT made this 10th day of November 2023

between

THE CORPORATION OF THE TOWN OF OAKVILLE

Hereinafter called the Corporation, of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 136**

Hereinafter called the Union, of the Second Part

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE ONE - PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees and to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement. This agreement shall be read with such changes of gender as the context may require.

ARTICLE TWO - RECOGNITION

2.01 The Corporation recognizes the Union as the sole collective bargaining agent for the employees of the Roads and Works Operations Department, the Parks and Open Space Department, the Facility Services Department and the Transit Department of the Corporation of The Town of Oakville, save and except the Department Heads, Managers and Supervisors, Office Staff, Forepersons, Persons above the rank of Foreperson, Persons employed in "Make Work" projects involving another level of government and students. **The term "students" here means employees enrolled as a student with an educational institution and who are employed between April 1 and the following October 31, or who are employed by the Corporation pursuant**

to a post-secondary educational cooperative program for a maximum of 8 months.

- 2.02** No employee shall be required or permitted to make any written or verbal agreement with the Corporation or their representatives which conflicts with the terms of this Collective Agreement.

ARTICLE THREE - CORPORATION'S RIGHTS

- 3.01** The Union recognizes and acknowledges that it is the exclusive function of the Corporation to manage its operations and to direct its work forces and agrees that, subject to the terms of this agreement, it is the exclusive function of the Corporation to:
- (a) maintain order, discipline and efficiency,
 - (b) set and change hours of work,
 - (c) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employees covered by this agreement,
 - (d) generally to manage the Corporation and undertakings of the Corporation and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the Corporation at its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Corporation.
- 3.02** Any 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 may be dealt with as hereinafter provided. Grievances shall not be filed with regard to the suspension or discharge of probationary employees.

ARTICLE FOUR - RELATIONSHIP

- 4.01** Both parties to this agreement recognize and agree:
- (a) that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability.
 - (b) that neither party will coerce, restrain, influence or discipline anyone because of their activity or non-activity, membership or non-membership, in the union, or in any other labour organization.
- 4.02** (a) The Union or any employees covered by this agreement shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Department Head or designate.

- (b) In keeping with clause 9.02 (b), this clause shall not serve to prevent union representatives from dealing with management regarding workplace issues that can be dealt with expeditiously during business hours.
 - (c) When a Union steward or member of the Union's executive enter a workplace or worksite for the purposes of conducting Union business, unless specifically requested by management, they shall immediately contact the supervisor or their designate of the workplace to seek their permission to be in the workplace. Such request shall not be unreasonably denied.
- 4.03** The record of an employee shall not be used against them at any time after 18 months following a suspension, a reprimand or disciplinary letters or adverse reports as long as the employee's record is clean for that 18 month period.
- 4.04** An employee may request to review their personnel file, and such review will be accommodated in the Human Resources office within four (4) working days and in the presence of a Human Resources representative.
- 4.05** The parties agree that they will comply with the requirements of the Occupational Health and Safety Act of Ontario R.S.O. 1990 as amended from time to time.
- 4.06** Every employee has a right to work in a harassment free environment and to that end both the Corporation and the Union is committed to creating and maintaining an environment that is free of harassment. The parties also recognize that a harassment policy is in place. Any harassment investigation shall be conducted confidentially in a timely manner.
- 4.07** Any incident of violence or threat of violence shall be reported in writing immediately to a member of management in accordance with the Workplace Violence procedure. Reports that are made frivolously or vexatiously may result in discipline.

ARTICLE FIVE - NO STRIKES AND NO LOCKOUTS

- 5.01** The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit down, stay in or slow down in any Department or a strike or stoppage of any of the Corporation's operations or any curtailment of work or restriction of or interference with work or any picketing of the Corporation's premises during the term of this agreement and further agrees that the Corporation may discharge any employee who causes or takes part in any such action.
- 5.02** The Corporation agrees that it will not cause or sanction a lockout during the term of this agreement.
- 5.03** The words "strike" and "lockout" shall be defined in the Labour Relations Act 1995, as amended from time to time.

ARTICLE SIX - UNION MEMBERSHIP AND REPRESENTATION

- 6.01** Any employee may exercise or refrain from exercising their right to become a member of the Union, and any employee who is or becomes a member of the Union may, at their option, cease to be a member of the Union.
- 6.02** The Union shall appoint or otherwise select a committee consisting of six (6) employees, one of whom shall be President, to represent the Union in negotiations and Labour Management meetings with the Corporation concerning negotiations or administration of this agreement. One of the six (6) shall be chairman. A full-time representative of the Union may be a seventh (7th) member of the committee.
- 6.03** Seven (7) employees shall act as Stewards and these employees shall have at least 90 days of service with the Corporation. One (1) of the Stewards shall represent Transit.
- 6.04** The Union will immediately notify the Corporation in writing through its Director of Human Resources of any changes in the names of its officers, members of its committee established under Clause 6.02, or its amount of monthly dues.
- 6.05** Meetings between the representatives of the Corporation and the Union representatives may, at the option of the Corporation, be held other than during working hours but if held during working hours, not more than four (4) employees who are members of the Union Committee shall be paid at their regular rate. The Corporation endeavours to schedule meetings with the Union during working hours. Where the Corporation requires Union Representatives to attend a meeting before or after their normal working hours, such Union Representatives shall be paid for the time spent in such meetings at straight time rates.
- 6.06** (a) The parties agree to establish three (3) Labour-Management Committees, representing Roads and Works Operations, Parks and Open Space and Facility Services. The purpose of which will be to discuss problems of mutual concern. There will be no more than four (4) members each from labour and management. A CUPE National Representative may be a fifth (5th) member of the committee.
- A Labour-Management Committee for Transit shall be established and shall meet twice a year to discuss areas of mutual concern. The Committee shall be composed of no more than 4 members each from labour and management. A CUPE National Representative may be a fifth (5th) member of the committee.
- (b) The Labour/Management Committee shall concern itself with the following general matters:
- (i) Constructive criticism of all activities so that better relations shall exist between the Corporation and its employees;
 - (ii) Improving and extending services to the public;

- (iii) Questions of working conditions and service and conditions causing misunderstandings (but not grievances);
- (iv) Making recommendations to the Union and/or Corporation relating to any of the above.

(c) The Committee shall meet at mutually agreeable times. Its members shall be given advance notice of the meetings and agenda. Minutes shall be taken at all meetings of the Labour/Management committees and such minutes will be distributed to Committee members and posted on all notice boards applicable to members of the bargaining unit. Employees shall have thirty (30) minutes preparation time prior to meetings and shall not suffer any loss of pay for time spent with the committee, but in any case no more than four (4) months shall elapse between meetings.

6.07 (a) Corporate Labour – Management meetings will be held twice annually to discuss matters of mutual interest. Minutes will be prepared and distributed as outlined in Article 6.06.

(b) The guidelines as agreed to at the Corporate and Departmental Labour Management level shall form part of this agreement as Schedule F.

6.08 The Union President may attend Departmental Joint Health and Safety Committee meetings upon request of the Joint Health and Safety Committee Members, providing at least 48 hours' notice is given.

ARTICLE SEVEN - CHECK OFF OF UNION DUES

7.01 The Corporation shall, during the life of this agreement, deduct from each pay in each calendar month, of each employee covered by this agreement, an amount equal to 1/26th of each employee's annual membership dues. Such dues shall be prescribed by the Local 136, as amended from time to time, and written notice thereof, shall be forwarded to the Corporation.

7.02 All amounts deducted shall be forwarded to the Treasurer of Local 136 not later than the fifteenth (15th) of the month following the month for which the deductions were made, along with a list showing the amounts and from whom the deductions were made.

7.03 The Corporation agrees to deduct from each pay cheque of each member of the bargaining unit, one dollar (\$1.00) per pay to an annual maximum of twenty-six dollars (\$26.00), and to retain such deductions in a special account. This account shall be used to cover loss of wages, registration, accommodation and transportation costs in respect of the attendance of members of the bargaining unit at C.U.P.E., C.L.C., O.F.L., Educational Department Union (Leadership) Training Programs and Health and Safety Conferences such as I.A.P.A., C.S.A.

7.04 When the Corporation wishes to recover any approved expenses from Local 136, an invoice detailing such expenses shall be sent to the Treasurer of Local 136, upon which payment shall be made.

ARTICLE EIGHT – DISCIPLINE AND DISCHARGE

- 8.01 (a)** No employee shall be disciplined or discharged except for just cause. Any disciplinary measures carried out by the Corporation shall be progressive and rehabilitative in nature and if applicable refresher training shall be provided. However training is not required where negligence or willful inappropriate behaviours result in discipline.
- (b) The Corporation will endeavour to conduct investigations as quickly as possible. Should an investigation be expected to take longer than fifteen (15) working days, the Corporation will inform the employee(s) under investigation the estimated length of time it will take to complete the investigation in writing via email. Where it is necessary to impose discipline such discipline will be imposed within five (5) working days of the completion of the investigation.
- (c) Employees who are required to attend an investigatory meeting which may result in discipline or a disciplinary meeting will be provided notice. The Chief Steward or their respective designate, shall also receive notice of all disciplinary meetings and may arrange the presence of a steward at such meetings at the employee's request. The Union shall receive copies of all disciplinary letters delivered via e-mail to the Union's email addresses provided to the Corporation.
- (d) In the event an employee has a vehicle-related incident, and it is investigated by an internal party, such as the Driver Trainer / Instructor, their final report shall be shared with the employee and Union as part of the discipline procedures.
- (e) In the event an employee has been charged under the Highway Traffic Act and discipline arising from the same incident has been imposed by the Corporation, any grievance issued regarding the discipline may be placed in abeyance by the Union pending the Courts' final decision on the matter.
- (f) Where an employee is required to operate a motor vehicle as part of their employment and the employee has lost their driver's license or had it suspended, the employee is required to inform the Corporation as soon as reasonably possible. In these circumstances, the Corporation will assess the situation on a case by case basis, and will also consult with the Union (and the employee as required) during this process, it being understood that immediate action may need to be taken prior to any such consultation. During such consultation, the parties may consider a variety of options including but not limited to providing non-driving work in the bargaining unit to the employee and the terms and conditions of employment and time period related to same, a leave of absence, or discipline up to and including discharge.**

8.02 An employee may be discharged and their employment with the Corporation shall terminate for any condition listed below;

- (a) They are discharged and such discharge is not reversed through the grievance procedure,
- (b) They are laid off from the Corporation continuously for a period in excess of twelve (12) months,
- (c) They are away from work without permission for more than three (3) working days without reasonable cause (including immediately after an approved leave), unless otherwise determined through the grievance procedure.

ARTICLE NINE - GRIEVANCE PROCEDURE

9.01 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, or whenever an employee is suspended or dismissed for cause, such difference, allegation, suspension or dismissal being hereinafter referred to as the grievance, the grievance procedure set forth below shall apply.

9.02 (a) No grievance shall be considered where the circumstances giving rise to it occurred, or originated, more than five (5) full working days before the filing of the grievance, except when circumstances giving rise to the grievance involves pay information available only from the pay cheque statement, then the time limit shall be extended five (5) working days from receipt of the pay cheque statement.

(b) An earnest effort shall be made to resolve grievances fairly and promptly by both parties as outlined in the following steps:

Step 1 – Any employee having a grievance may, with or without their steward, submit their grievance verbally to their most immediate Supervisor. The Supervisor shall respond to the employee within **five (5)** working days after the grievance is brought to their attention.

Step 2 – If no response is given to the grievor within the time allowed under Step 1, or if the verbal reply of the Supervisor is not acceptable to the grievor, the employee shall first review their grievance with the Grievance Committee of Local 136. If the grievance is to be processed further, **the** Chief Steward, or designate, will submit to the Department Head/**Director** a written grievance particularizing the grievance, the provision(s) of the collective alleged to have been violated, and redress sought. **The Step 2 meeting will then be held within ten (10) working days of the submission of the written grievance (unless extended by agreement of the parties). For the Union, the members of the Grievance Committee and Grievor may attend, subject to Article 9.05, as well as the CUPE National**

Representative. For the Corporation, the Director/Department Head (or designate in their absence) and at least one (1) representative from Human Resources designated by the Director of Human Resources will attend, and the Corporation may also bring any member of management for assistance if appropriate. The decision of the Corporation shall be delivered in writing via email to the Chief Steward and Union President within ten (10) working days following the conclusion of the meeting.

- 9.03** The grievor(s) shall be confined to the grievance and redress sought as set forth in the written grievance filed in Step 2.
- 9.04** The time limits fixed in this article may be extended by mutual consent of the parties to this agreement confirmed in writing.
- 9.05** The Grievance Committee of Local 136 shall consist of the Union Executive (President, Vice President, Secretary Treasurer, Recording Secretary, the Chief Steward and the steward who is directly involved in the grievance, if any). Any **three (3)** of the above may attend the Step 2 meeting described above.
- 9.06** Any grievance on a suspension **or a discharge** shall be initially filed with the Department Head/Director **(or designate in their absence)** in writing as provided in Step 2, excepting that it must be submitted within five (5) working days of the notice of suspension **or discharge**.
- 9.07** A group grievance may be filed when a number of employees are grieving substantially the same matter. The group may appoint **two (2)** members of the affected group to represent them at grievance meetings. Such grievances will commence at Step 2 of the grievance procedure.
- 9.08** A union policy grievance, which is defined as an alleged violation of this agreement, concerning all or a substantial number of employees in the bargaining unit, in regards to which an individual employee could not grieve, may be lodged by the Union grievance committee in writing **within ten (10) working days after the circumstances giving rise to the grievance having occurred, or originated, or ought reasonably to have been known to the Union, as follows:**
- (a) Policy grievances regarding a Corporate wide policy will be filed with the Director, Human Resources and there will be an initial meeting at that level within 10 working days. If the grievance is denied, there will be a Step 2 meeting with the Commissioner, Corporate Services within 10 working days.**
- (b) Policy grievances regarding Department specific policies will be filed with the appropriate Department Director and there will be an initial meeting at that level within ten (10) working days. If the grievance is denied there will be a Step 2 meeting with the appropriate Commissioner within ten (10) working days.**

9.09 Where the parties agree, the grievance may be referred to a mutually agreeable mediator. Such mediation shall be held within 30 days after a decision at Step **two (2)** of the grievance procedure has been rendered unless otherwise agreed. The parties agree to share the costs of the mediator. The mediation process is without prejudice to either party. No matter may be submitted to mediation which has not been properly carried through the grievance procedure. If no settlement is reached within ten (10) calendar days following the date of mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as a Mediator may serve as the Arbitrator. Nothing said or done by the mediator may be referred to by either party at Arbitration. When mutually agreed between the Employer and the Union, the mediation procedure in this Article shall be considered the exhaustion of the grievance procedure for the purposes of Section 49 of the *Ontario Labour Relations Act*.

ARTICLE TEN - MANAGEMENT GRIEVANCES

10.01 It is understood that the Corporation may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its Officers or members and that if such complaint by the Corporation is not settled to the mutual satisfaction of the two (2) parties, it may be treated as a grievance and referred to Arbitration in the manner as the grievance of an employee.

ARTICLE ELEVEN - ARBITRATION

- 11.01** Both parties to this agreement agree that any alleged misinterpretation or violation of the provisions of this agreement, including any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Article Nine and which has not been settled, may be referred to a **sole arbitrator** at the request of either of the parties hereto provided that such request must be received by the CAO/Town Manager or designate not later than fifteen (15) calendar days after a decision at Step two (2) of the grievance procedure has been rendered.
- 11.02** The Corporation and the Union recognize the right of either party to refer a grievance to a single Arbitrator in accordance with Section 49 of the Labour Relations Act 1995. If either party opts for this alternative it will advise the other party in writing of its intention within the time limits of the grievance procedure.
- 11.03** Any **sole arbitrator** appointed hereunder shall deal only with the matter in dispute and shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions or to give any decision or award inconsistent with the terms and provisions of this Agreement.
- 11.04** The parties will jointly in equal shares, bear the expenses, **of the sole arbitrator** and any other costs arising out of the arbitration proceedings.

ARTICLE TWELVE - SENIORITY - LAYOFF AND RECALL

- 12.01** Seniority shall be defined as the length of service within the bargaining unit. The Corporation shall maintain a seniority list showing the name, job designation, bargaining unit seniority and hiring date of each employee covered by this agreement.
- 12.02** The Corporation shall prepare and post by the end of January and July each year, a bargaining unit seniority list on **the Corporation's intranet site** and each of the bulletin boards in Roads and Works Operations, Parks and Open Space, Facility Services and Transit where employees are expected to report for work, by the end of January and July of each year and a copy shall be supplied to the **President and Recording Secretary** of Local 136.
- 12.03** An employee of the bargaining unit who is appointed to or selected for a position not subject to this agreement shall, after six (6) months in such position retain but not accrue all rights of previous bargaining unit seniority and after twelve (12) months shall forfeit all rights as provided in this agreement. Service with the Corporation shall be recognized for the purposes of vacation and pension only. The twelve (12) month period may be extended by agreement between the employer and the Union. Such agreement will not be unreasonably withheld.
- 12.04** Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees in the job classification subject to layoff shall be laid off in reverse order to their bargaining unit wide seniority. An employee about to be laid off may bump a less senior employee with the least seniority in another classification provided the employee exercising the right is qualified to perform the work of the employee with less seniority. Likewise, in the event of recall, employees shall be recalled in order of their seniority.
- 12.05** Employees who have been laid off due to lack of work and subsequently recalled, will have their length of service determined by the actual time they have been on the Corporation payroll.
- 12.06** The Corporation agrees that any notice of termination except for just cause will be in accordance with the E.S.A. or as amended from time to time.
- 12.07** In the event that the Corporation requires temporary employee(s), temporary employment will be offered to any qualified bargaining unit employee on layoff who is willing and able to return for such temporary assignment.
- 12.08** No new full-time position will be filled by a person(s) outside of the bargaining unit if there is a bargaining unit employee who is laid off and has the necessary skills, qualifications and ability to perform the work.

- 12.09** An employee of at least ten (10) years seniority who is reassigned to a lower grade position as a result of having been laid off from a higher graded position shall have their basic wages' rate maintained at the previous level for an eighteen (18) month period.
- 12.10** Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no permanent employee who has successfully completed their probationary period shall be laid off from work as a direct result of contracting out present work.
- 12.11** In situations where a tie in seniority needs to be broken between two or more employees with the same hire date, the employee with the last name that is first in alphabetical order shall win the tiebreaker. If that does not break the tie, the employee with the first name that is first in alphabetical order shall win the tiebreaker. If that does not break the tie, the employee with the lower numerical Town employee number shall win the tiebreaker.

ARTICLE THIRTEEN - LOSS OF SENIORITY

- 13.01** An employee shall lose their seniority if he or she:
- (a) leaves the employ of the Corporation of their own accord,
 - (b) is discharged and such discharge is not reversed through the grievance procedure,
 - (c) is laid off continuously for a period in excess of **twenty-four (24)** consecutive months,
 - (d) is laid off and fails to return to work within ten (10) working days after having been notified to do so by the Corporation by registered mail to their last address on record with the Corporation,
 - (e) When an employee is absent from work for a period of eighteen (18) months after exhaustion of their Long Term Disability benefits they shall lose all seniority and is considered terminated from the employ of the Corporation, providing this is not in conflict with the Human Rights Code.

ARTICLE FOURTEEN - PROMOTIONS AND TRANSFERS

- 14.01** Promotions and transfers shall be made on the basis of skills, ability and qualifications provided that where two (2) or more employees who are qualified, have relatively equal skills and ability, bargaining unit seniority shall prevail.
- 14.02** Employees who are reclassified or transferred to another job designation for any reason shall carry to the new job designation their respective accumulated seniority.

Any employee promoted or transferred within the Bargaining unit as provided herein shall be on trial in their new job designation for a period of thirty (30) working days (with the exception of Traffic Repairpersons Signs and Signals certified and uncertified) or a greater period of time as may be agreed to by the Corporation and Union. If, during that time, they are not satisfactory to the Corporation, they shall be returned to their former job with no loss of seniority.

- 14.03** Employees in the CUPE 136 bargaining unit may on a temporary basis be transferred to the inside workers departments without loss of seniority and without loss of their normal rate of pay.
- 14.04** Full time employees must return to their home department for a minimum of six (6) months before they are eligible to transfer into a temporary position out of their home department, unless the next transfer is for the purpose of filling a legislative leave.
- 14.05** No employee shall be transferred to a position outside the bargaining unit without their consent except in the case of an emergency and in the case of an emergency the transfer shall be limited to the duration of the emergency.
- 14.06** An employee who has applied for and been awarded a posted temporary vacancy shall not be entitled to apply for another temporary vacancy for the duration of the temporary vacancy, or, if there is no stated duration, until after 12 months worked in the temporary position.

ARTICLE FIFTEEN - JOB VACANCIES

- 15.01** When job vacancies occur or new jobs are created in the permanent establishment a notice thereof shall be posted in prominent places on the Corporation's premises for at least five (5) working days. Applicants will have five (5) working days to apply for such vacancy. When selection of the successful applicant is from the existing staff, such selection shall be in accordance with Clause 14.01. Positions which become vacant within the bargaining unit will be posted within thirty (30) days, or the Union will be informed. Temporary job vacancies of ninety (90) days or more in duration will be posted for existing staff to apply. Temporary vacancies of less than ninety (90) days will be filled at management's discretion.
- 15.02** A posting for a vacancy will include:
- Position ID**
 - Education required
 - Experience required
 - Qualifications required
 - The number of vacancies to be filled, if more than one (1) vacancy
 - Rate of Pay
 - Closing Date

The posting may also indicate that the above details are subject to change.

Where a job posting includes different education, experience, or qualifications than the existing Job Description, the Corporation will update the Job Description and send it to the Joint Job Evaluation Committee for review.

- 15.03** All unsuccessful internal applicants who were interviewed for posted jobs shall be notified in writing of their not receiving the position within five (5) working days of the successful applicant being selected. The Town will notify the Union of the name of the successful applicant at the same time it notifies the successful applicant.
- 15.04** The Corporation **shall have the right to assign a bargaining unit employee on a temporary basis for the period of time between when a permanent job posting is posted and when it is filled**, and nothing in this Article implies that any vacancy in the permanent staff will necessarily be filled. **If the above time period exceeds 3 months, the Corporation shall notify the Union and provide reasons for same.**
- 15.05** The successful candidate for a newly created position shall not be selected solely on the basis of them having performed in that position on a temporary basis.
- 15.06** An employee who has been incapacitated at work by compensable injury or disease, or who through advancing years or temporary disablement is unable to perform their regular duties, may be employed in other work which they can perform if such is available, without regard to other seniority provisions of this agreement, except that such employee may not displace any other employee.
- 15.07** An extension in the amount of five (5) extra working days shall be granted for any employee who, due to absence for reason of vacation, injury or illness cannot be informed within the time periods stated in clause 15.01.
- 15.08** The content for a job interview should be relevant to the duties of the job. Where a competition has three (3) or more internal candidates, the unsuccessful candidates may request the list of scores of the applicants interviewed. Such information shall be provided in a manner that does not identify the other individual interviewees. If a written test was a part of the selection process the employee may request from Human Resources that they be allowed to see their own written test results. Human Resources will setup a time for the employee to see their test results with a Human Resources representative. The employee will not be given a copy of their test.
- 15.09** Internal applicants who meet the basic requirements for a job posting shall be evaluated prior to external applicants. Within internal applicants, permanent employees shall be evaluated prior to temporary employees.
- 15.10** Interviewing and Testing
- i) Where testing is used:
- a) Notice of a test(s) and the passing score(s) shall be on the job posting;

- b) all interview questions and tests will be relevant to the qualifications, skills, and abilities needed to perform the duties of the position;
- c) Testing conditions will be similar subject to the Town's duty to accommodate under the AODA; and
- d) all written testing shall have a scoring key.

ii) Where interviews are used:

- a) At least two members of management shall be present, which may or may not include a member of HR;
- b) All interview questions will be relevant to qualifications needed for the job;
- c) Questions shall be consistent from candidate to candidate and answers shall be recorded as accurately as possible.
- d) Where a member of HR is not present in the interview, HR will still be available to the interviewers in the post-interview process as a resource for the interviewers.

15.11 Where the Corporation needs to fill a vacancy within 90 calendar days of an employee being awarded to a posted position in the same classification, the Corporation shall offer that second vacancy to the next qualified internal applicant on the successful applicant list from the previous posting. The Corporation may use this provision to fill only one additional position beyond the one that was posted.

15.12 The Union shall be notified of all hiring, layoffs, transfers, recalls, and terminations with respect to employment within the bargaining unit, including temporary or seasonal employees.

15.13 Any internal applicant that meets the pre-determined interview and selection threshold shall be awarded the position subject to 14.01, provided the internal applicant has no suspension on their disciplinary record in the 18 months preceding the posting.

ARTICLE SIXTEEN - PROBATIONARY EMPLOYEES

16.01 A newly hired employee shall be on probation until the employee has worked eighteen weeks from the date of hire. The probationary period will be extended by any periods of absence which exceed five days. After completion of the probationary period, seniority shall be effective from the original date of employment. The Corporation shall notify the Union of the appointment of probationary employees as soon as they are appointed.

16.02 A probationary employee will not carry seniority rights during their probationary period. Probationary employees are covered by the following articles:

<u>ARTICLE</u>	<u>TITLE</u>
2	Recognition
6	Union Membership and Representation
7	Check off of Union Dues
16	Probationary Employees

19	Other Employee Benefits
20	Vacations
21	Designated Holidays
22	Hours of Work, Overtime Rates and Shift Bonus
23	Job Classifications and Wage Rates
24	Standby and Call Out Pay
25	Break Period
26	Inclement Weather
Schedule A	Job Classifications and Hourly Wage Rate

and the benefits of the following Articles with regard to the foregoing only:

<u>ARTICLE</u>	<u>TITLE</u>
9	Grievance Procedure
11	Arbitration

The dismissal or suspension of a probationary employee shall not be the subject of a grievance and shall not be submitted to arbitration.

- 16.03** On the completion of their probationary period, the employee shall be advanced from the probationary rate of pay to the going rate for the job classification to which they are assigned.

ARTICLE SEVENTEEN - TEMPORARY EMPLOYEES

- 17.01** (a) The Corporation may at its discretion engage temporary employees to cover periods of vacation, bereavement leave of three (3) days or more, seasonal work when there is a special project which will require additional help, or to fill in for an incumbent temporarily working in another position. Such temporary employees may be hired for up to eight (8) months in any 12 consecutive month period or such greater period as mutually agreed to by both parties.

(b) Temporary employees will not be placed on the seniority list and shall not have any seniority rights. Their hours of work may be such as the Corporation may determine, save that they shall not be required to work more hours in a twenty four (24) hour period, than a regular employee without appropriate overtime rates.

A temporary employee employed for more than eight (8) months in any 12 consecutive month period (or such longer time as agreed to by both parties) shall be deemed to be a permanent employee with seniority from the most recent date of hire with the Corporation in any capacity except a temporary employee working on a works incentive program involving another level of government who shall not qualify as a permanent employee as set out herein, or those hired under 17.01 (c) or (d). It is understood that this is not a guarantee of work and that the layoff provisions of this Agreement may be applied once the Corporation no longer needs the temporary assistance.

(c) Temporary Backfills for Sick Leaves

The Corporation may at its discretion engage temporary employees to cover periods of prolonged sickness exceeding three (3) days. Such temporary employees may be hired for the entire duration of the sick leave. Any subsequent cascading backfills will be aligned to the original sick leave duration.

(d) Temporary Backfills for Legislative Leaves

The Corporation may at its discretion engage temporary employees to cover periods for legislative leaves. Legislative leaves include: Pregnancy leave, Parental leave and or any other leave stated within the *Employment Standards Act, 2000*. Such temporary employees may be hired for the entire duration of the leave. Any subsequent cascading backfills will be aligned to the original leave duration.

(e) Temporary employees in the Facility Services Department shall be covered by the terms of Appendix A, Letter of Understanding re: Facility Services Temporary Employees.

(f) The Town shall provide to the Union, on the monthly dues report, a listing of all Temporary Employees with their start date, position worked, business unit, the department within which they worked and the amount of hours worked.

17.02 Temporary employees may apply to be appointed to any vacancy in the authorized permanent establishment. If the Corporation in its discretion appoints a temporary employee to its permanent staff, for which they have performed as a temporary employee, the time served as a temporary employee shall be counted toward the probationary period. If a temporary employee is hired as a **permanent** employee, seniority will apply from the temporary date of hire to a maximum of eight (8) months, provided the current employment is continuous.

17.03 Except as provided in this Article and:

Article Seven	Check off of Union dues
Article Nine	Grievance procedure
Article Twenty-one	Designated Holidays
Article Twenty-two	Hours of Work, Overtime Rates and Shift Bonus
Article Twenty-six	Inclement weather
Article 27.01	Clothing, Safety Footwear and Tool Allowance
Clause 23.01 and Schedule 'A'	Job Classification and Hourly Job Rates

this agreement does not apply to temporary employees.

17.04 No student employed with the Corporation shall become a temporary employee without applying to a job posting.

ARTICLE EIGHTEEN - SICK PAY

18.01 On the occasion of a bona fide sickness of any employee which has been substantiated by a licensed physician (**or in the case of an absence of fewer than five (5) days, a Nurse Practitioner**) and if this said employee has completed the probationary period, sick leave benefits up to fifteen (15) continuous weeks with full pay will be granted to such employee. References to fifteen (15) continuous weeks in the foregoing will read:

Continuous Weeks	Years or more of Service
20	10
21	17
22	19
23	21
24	23
25	25
26	27
27	29
28	31
29	33
30	35

For calculation of the above only, successive periods of sickness shall be considered as one period of sickness unless the employee returns to work and completes at least six weeks of active, full-time employment before commencement of the later period or unless the later disability is due to causes wholly different from those of the prior disability, and commences after the employee has returned to work.

In all cases of unscheduled absence from work due to sickness, employees shall report their absence and its expected duration directly to their immediate supervisor, or designate, at least one hour before the commencement of a scheduled shift. Notwithstanding the above, in the Facility Services department for shifts commencing between 5am and 10am, employees will endeavour to give eight (8) hours' notice unless practically not possible. Further contact with the absent employee shall not be unreasonably exercised.

When an employee has had four incidents of sick leave in any twelve month period, payment for subsequent occasions of sickness will be withheld for the first two days of such occasion if in the opinion of the Corporation the employee has not adequately substantiated their sickness as being bona fide.

18.02 (a) The Head of the Department and/or the Director of Human Resources designates (being non-union) may require a doctor's certificate regarding an employee's illness at any time. In any case, it is the responsibility of an employee who is absent from work for more than three (3) consecutive working days, to provide to the Human Resources Department a medical certificate from their physician not later than seven calendar days after the commencement of their illness or upon return to work whichever occurs first, reporting the duration or probable duration of that period of illness. Where any period of illness is for more than fifteen (15) calendar days, a certificate from the employee's physician

reporting duration or probable duration of the illness with the first and most recent days of attendance upon the employee shall be provided to the Human Resources Department within the first fifteen days of absence and may be required every subsequent fifteen calendar days there from.

The Corporation will reimburse the employee for doctor's certificates to a maximum of **\$35.00** each, provided a paid receipt is submitted and the certificate sets out the employee's limitation, restrictions and prognosis.

- (b) The Head of the Department and/or the Director of Human Resources or an appropriate designate (being non-union) may request a treatment memorandum regarding an employee's illness or disability for a legitimate purpose.

The Corporation will reimburse the employee for the first three treatment memorandums in any twelve month period to a maximum of \$50.00 each, provided a paid receipt is submitted and the treatment memorandum has been completed in its entirety including the employee's limitations, restrictions and prognosis.

- (c) In order to receive the reimbursements set out above, the employee must complete an Employee Reimbursement Form in its entirety and submit the completed and signed Form with the relevant receipt(s) attached to their supervisor for approval.

18.03 If an employee is absent from work as a result of a compensable accident or illness, the Corporation shall, during such absence:

- (a) advance to the employee on their regular pay day an amount equal to that which the Workers' Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Safety and Insurance Board will be paid to the Corporation, and the former amount will be adjusted, if necessary, to equal the latter; and
- (b) pay to the employee on their regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to their normal net take-home pay, after all appropriate deductions have been made. Deductions for Income Tax and Unemployment Insurance will be based on the Corporation-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Workers' Safety and Insurance Board.

- (c) Where the WSIB claim is denied the employee may provide medical documentation for the entire period of absence, to substantiate a sick leave claim.

The Corporation will review such documentation and if the sick leave claim is deemed bona fide, sick leave benefits will be paid for any period the Corporation deems compensable. Sick leave benefits will not be paid where an offer of modified work has been made which was deemed suitable by WSIB.

(d) Employees who have been:

- i) advanced WSIB benefits by the Corporation and the entitlement to such benefits has been denied; and
- ii) claimed sick leave and been unable to establish the bona fides of the claim;

will repay the funds advanced by the Corporation. Such repayment will be negotiated directly with the employee. Should an employee not arrange a repayment schedule within a reasonable period of time the Corporation shall have the right to deduct, from the employee's regular pays, an amount not to exceed the amount allowed by law, for the number of pays required, in order to recover said monies.

The employee will be provided with the option of subtracting time owed from an existing lieu or vacation banks.

18.04 Where an employee who is entitled to the provision of benefits under this Article as a result of such circumstances as entitle them to an action against some persons other than the Town of Oakville, elects to bring their own action against such persons, such employee shall, as a condition of such benefits being provided as aforesaid, undertake to repay the amount of such benefits to the Town of Oakville out of the proceeds of any settlement of or judgment in such action.

ARTICLE NINETEEN - OTHER EMPLOYEE BENEFITS

19.01 The Corporation will make available the following benefit plans to employees:

- (a) Hospital/medical - Ontario Health Plan for basic hospital and medical care;
- (b) An Extended Health/Drug as described in the current benefit booklet, Contract No. 56261 shall be provided.
- (c) Basic Life Insurance - a group plan for Life Insurance coverage equal to two (2) times the employees annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.
- (d) Basic Accidental Death and Dismemberment (AD&D) Insurance - a group for AD&D Insurance coverage equal to two (2) times the employee's annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.
- (e) Optional Life Insurance for the employee and their spouse based on elected amounts in \$10,000 increments to a maximum of \$200,000. Optional Life

Insurance is 100% employee paid. The benefit amount is subject to approval of medical evidence by the insurer.

- (f) Pensions: The Ontario Municipal Employees Retirement System (O.M.E.R.S.) Basic Plan, as per the O.M.E.R.S. Member Handbook, as amended from time to time.

As long as OMERS requires employers to offer membership in the OMERS pension plan to non-full-time employees (which includes temporary employees), the Employer shall offer membership in OMERS pension plan to non-full-time employees (which includes temporary employees) upon hire and any rehire. This offer must include a copy of the OMERS New Hire Handout. These employees shall be eligible to elect to join OMERS at any time.

- (g) Dental Care - A Dental Care Plan (Blue Cross or equivalent).
- Routine and preventative coverage (Blue Cross No. 7 and Rider No. 1 or equivalent) however routine checkups will be covered once every nine months, oral hygiene instruction will only be covered once for each person and fluoride treatments will not be an eligible expense except for dependents under the age of eighteen (18), as per the benefit contract. Coverage will be based on 100% co-insurance with a calendar year maximum of \$2,750 per individual.
 - Dentures (Rider No. 2 or equivalent) based on 50% coinsurance to a calendar year maximum of \$1,000 per individual.
 - Major Restorative (Rider No. 4 or equivalent) based on 100% co-insurance to a calendar year maximum of \$1,500 per individual.
 - Orthodontia (Rider No. 3 or equivalent) based on 50% co-insurance to a Lifetime maximum of \$3,000.
 - The O.D.A. fee schedule will be based on a one (1) year lag, with an automatic update annually on January 1st of each year to the previous year.
- (h) Vision care - A family vision care plan based on \$500 per person every twenty-four 24 months. An individual may apply the cost of one alternative corrective procedure e.g. laser eye surgery, performed by an ophthalmologist, against the vision care allowance to the maximum amount available.
- (i) Long Term Disability - An L.T.D. plan including a two (2) year own occupation clause, with a benefit factor equal to 66-2/3% of the employee's normal monthly wages to a maximum of \$5,000 reduced by any primary Canada Pension Plan, and/or Workplace Safety and Insurance Act benefits and/or like offsets. The plan will commence immediately after sick leave benefits, as referred to in Article Eighteen (18), have been exhausted. Full premium will be paid by the Corporation.

(j) **Mental Health Benefits coverage made up of any combination of psychologist, registered psychotherapist, social worker (MSW), and clinical counselor, to a calendar year combined maximum of \$400 per individual. Referral from a medical doctor for reimbursement of such services will not be required.**

(k) **Health Care Spending Account: \$100 per employee with a one-year carryover of unused amounts going forward effective January 1, 2026. To be increased from \$100 to \$300 per employee effective January 1, 2027.**

19.02 Each employee shall as a condition of employment enroll or be enrolled in the Ontario Health Plans outlined in 19.01(a), (b) the Extended Health/Drugs, (c) the Basic Life Insurance plan, (d) the AD&D plan, (f) the Pension Plan, (g) the Dental Plan, (h) the Vision Care Plan and the L.T.D. Plan as outlined in (i), all in accordance with the requirements of the respective plans.

19.03 (a) The Corporation will in no instances be considered the insurer, but will be obliged hereunder only to pay the total premium costs for the benefit plans in 19.01 (a), (b), (c), (d), (g), (h), and (i) to contribute to the pension plans in 19.01 (f) in accordance with the Canada Pension Act and The Ontario Municipal Employees Retirement System Act. In the event of a modification of any of the plans outlined by legislation of either the Provincial Legislature or Federal Parliament which reduces the premium(s), the reduction shall be applied wholly to the Corporation's share of the premium costs.

(b) Any benefit changes will apply to those permanent employees on staff at the date of ratification on this agreement.

19.04 The five-twelfths (5/12) E.I. rebate payable to employees will be retained by the Corporation.

19.05 The Corporation shall make available to employees who retire before the age of sixty-five (65) either because of a disability, or with an unreduced pension, and who have at least fifteen (15) years of service with the Corporation, the opportunity to continue their coverage under the benefit plans outlined in 19.01 (a), (b) and (g) & (h) above, and for Life Insurance in the amount of \$2,000.00, and the Corporation will contribute the percentage of the premium costs for such in accordance with the following schedule:

for employees with more than 15 years' service - 60%
for employees with more than 20 years' service - 80%
for employees with more than 25 years' service - 100%

provided that the employee:

- (a) does not engage in any activity for which remuneration and/or profit would normally be available, and
- (b) has no other means of access to such coverage at less cost.

Coverage under this Clause will cease at the end of the month in which the employee celebrates their sixty-fifth (65th) birthday.

19.06 The Corporation reserves the ability to change carriers for any of the above-mentioned benefits provided the level of coverage remains the same and in so doing agrees to advise the Local 136 Union President in advance of the proposed change in carrier.

19.07 (a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest, fraudulent, negligent or malicious act of such employee.

(b) The Corporation shall not be liable to make any payment under Clause (a) above unless:

- (i) that employee has promptly given written notice of such claims to the Corporation;
- (ii) the Corporation, its insurer if applicable, have had reasonable opportunity to take carriage of such proceedings and if declined, have been regularly advised, in writing, of the status of the action;
- (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;
- (iv) in the case of settlement of such claim, and the payment of reasonable legal costs, the Corporation has agreed to such settlement and approved such costs.

19.08 (a) When an employee is required by the Corporation to use their own private automobile in their work, that employee shall be compensated for that use at the highest allowable rate prior to the rate becoming a taxable benefit.

(b) All kilometers traveled shall reported by the method and in the form required by the Corporation.

19.09 The employer shall bear the cost of any certifications (and renewals), examinations, and licenses required by an employee to retain employment in their classification. **Effective January 1, 2024, this article covers medical examinations required to keep an employee's license.**

Please note: The foregoing is a partial list of benefits. For more details, please refer to the benefit booklet provided by the Carriers

Notice: Under the terms and conditions of the benefit carrier and this collective agreement, the benefit plan does not cover employees working beyond age 65. Therefore, employees working beyond age 65 are not covered by the benefits as outlined in Article 19, with the exception of 19.01(f), 19.02, 19.03(a) as it pertains to OMERS, and 19.05.

Active full time permanent employees working for the Town beyond age 65 will receive a payment of \$150.00 in lieu of benefits per completed month worked beyond age 65. Payment will be noted on the first pay advice following the completed month.

ARTICLE 20 – VACATIONS

20.01 For the purposes of this article "service" shall be calculated as of the anniversary date of the employee's service in the calendar year in which vacation is granted.

20.02 Vacation with pay shall be granted annually on the following basis respectively:

<u>Years of Service</u>	<u>No. of Weeks' Vacation</u>
Start	3
7	4
14	5
20	6

Vacation One Time Only 2024 Bonus – for any employees already receiving 6 weeks of vacation as of January 2023, 5 days of vacation will be added to their bank on January 1, 2024, to be used by the end of 2024.

20.03 During an employee's last year of service prior to normal or early retirement (with an unreduced pension benefit under O.M.E.R.S. ninety (90) factor provisions), they shall be granted additional vacation entitlement in time or payment of one (1) day for each year of service completed with the Corporation.

20.04 Employees who are seeking pre-approval of vacation as part of the annual process shall submit their vacation requests to their supervisor on or before March 31 each year so that vacation may be fairly allocated. In respect of such requests, the Corporation shall approve or deny the vacation request in writing (or post a vacation schedule) by April 30. In respect of these vacation requests, the employee(s) with the greatest seniority shall be given preference. The employer shall respond reasonably to other vacation requests, with approval based on the principle of "first come first served." All vacation entitlements not selected by June 1 may thereafter be scheduled by the Corporation.

If the Corporation approves vacation for an employee that the employee is not entitled to, the Corporation shall notify the employee in writing by no later than

February 15 of the ensuing year with options to resolve the issue through use of other or future entitlements or any other mutually agreed upon option.

- 20.05** Except when otherwise approved in writing by the Director of the Department involved, or their designate, and the Director of Human Resources, no vacation allowance shall be carried from one (1) year to another, but shall be taken in the calendar year granted. Exceptions will generally only be permitted in respect of vacation periods scheduled which are subsequently canceled at the request of the Corporation due to exigencies.
- 20.06** If sickness or injury occurs while an employee is on vacation, they will be considered to be on vacation except for the period in which they were hospitalized as an inpatient, or was confined to bed for a specified period of time and provides appropriate medical documentation. Sick leave will be substituted for the vacation and the vacation time will be re-scheduled.
- 20.07** Vacations shall be scheduled subject to the exigencies of the service.
- 20.08** When an employee is assigned to work a shift on a permanent basis at other than the normal hours of work as set out in Article Twenty-two (22), their pay for vacation shall include any bonus for shift work applicable to their working hours provided by the same article.
- 20.09** An employee shall accrue vacation while in receipt of sick pay benefits and while on Pregnancy and Parental Leave. An employee will not accrue vacation while on an unpaid leave of absence in excess of 30 days nor shall they accrue vacation while on long term disability.
- 20.10** In any calendar year an employee who is eligible for vacation with pay under Article Twenty (20) on the basis therein set forth who requests and is permitted to take such vacation in advance of actual entitlement thereto and such employee subsequently leaves the service of the Corporation, the Corporation shall recover from such employee the value of such vacation taken prior to actual entitlement thereto.
- 20.11** An employee retiring for any reason after the age of fifty-five (55) at any time in the vacation year, prior to using their vacation, shall be entitled, subject to adequate notice, to a pro-rated payment of wages in lieu of such vacation entitlement, at the time of the retirement date.

ARTICLE TWENTY-ONE - DESIGNATED HOLIDAYS

- 21.01** For every employee the following days and any other day proclaimed by the Governor General, the Lieutenant-Governor or the Council for observing a public holiday shall be recognized as a paid holiday. If any of these days falls on a Saturday or on a Sunday or first (1st) and second (2nd) day of rest, the Corporation shall identify a normal working day preceding or following that day to be observed as a day off in lieu thereof.

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	December 24* (half day, being four (4) hours)
Civic Holiday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

*Applies only to those employees scheduled to work on December 24th.

One (1) additional "FLOATER" day shall be recognized as a paid designated holiday to be taken at a time agreeable to the employee and the Corporation. If an employee terminates, adjustment in respect of the "FLOATER" day will be made on the same basis that vacation entitlement is calculated (employee's anniversary). For temporary employees, this Floater day will be paid as an additional .4% vacation pay.

- 21.02** Full time employees who are not required to work on any of the designated holidays as defined in Clause 21.01 will receive 8 hours of pay at their regular rate for that holiday, provided they work on the working days immediately preceding and immediately following the holiday. If an employee is absent from work on the working days immediately preceding and/or immediately following the holiday because of authorized leave of absence, they shall be paid for the holiday provided the authorized leave of absence does not exceed three (3) working days. Temporary employees shall be paid an amount equivalent to their entitlement to statutory holiday pay under the Ontario Employment Standards Act for designated holidays.
- 21.03** Employees who are required to work on the actual date of any of the designated holidays as set forth in Clause 21.01 shall receive in addition to the amount stated in Clause 21.02, payment equal to time and one-half (1.5) their regular straight time hourly rate for all hours worked on such holiday. Employees required to perform unscheduled work on a designated holiday shall be paid at twice (2x) their regular rate of pay. **When the calendar date of a holiday falls on a Saturday or Sunday in any given year, it is the hours worked on Saturday or Sunday that the public holiday falls on that is eligible for the overtime premiums outlined in this article, and not the designated day observed as provided for in Article 21.01.**
- 21.04** If a designated holiday occurs during an employee's vacation period, they shall be granted another day off with pay in lieu thereof.

ARTICLE TWENTY-TWO - HOURS OF WORK, OVERTIME RATES AND SHIFT BONUS

- 22.01** (a) The normal hours of work for employees other than those specified in Clause 22.03 shall be eight (8) hours per day, Monday to Friday, and forty (40) hours per

week though it is understood that there also some ten (10) hour shifts. Whenever the Corporation changes the hours of work as provided in Clause 3.01 (b) to other times or shifts, a notice thereof shall be posted on the bulletin board for a period of no less than seven (7) calendar days. The requirement of this clause shall not apply when a change in hours of work or days of work is necessitated by an emergency arising from weather, accident or natural disaster or an employee's prolonged illness that is expected to extend greater than three (3) days.

- (b) In Facility Services shift schedules shall be posted no less than 3 calendar months in advance. It is understood that schedules are subject to change with greater than 7 days' notice and overtime rates noted in 22.01(c) would not apply.
- (c) Time and one half (1.5) shall be paid, Monday through Saturday (or first day of rest), and double time (2x) for a Sunday (or second day of rest) when a shift change occurs with less than seven (7) days' notice. Such premium time will only be paid for those hours which fall outside of the normal scheduled hours until the expiry of the seven (7) days' notice.

22.02 (a) Time and one-half (1.5) the regular rate shall be paid for any hours worked in excess of forty (40) hours per week, or an eight (8) hour or ten (10) hour day except that twice (2x) the regular rate shall be paid for all unscheduled hours worked on Sundays or the day designated as the second (2nd) day of rest and designated holidays.

(b) All overtime work, including declared emergencies, shall be offered to staff in the appropriate classification and/or holding specific certification or training required to deal with an emergency using the star protocol as defined in Appendix "C".

(c) **No Employee shall be required to work overtime without their consent, unless they are on standby or in emergency circumstances.**

22.03 Normal working hours of employees who are employed in any operations required to operate on a six (6) or seven (7) consecutive day basis, shall be eighty (80) hours over any of ten (10) days within a fourteen (14) consecutive day period and may be scheduled for days, afternoons, or evenings, provided no employee is required to work on more than seven (7) continuous days and there is at least twenty-four (24) hours between a change in shift (a shift being a minimum of eight (8) hours). Temporary Employees in Facility Services may be scheduled for no less than four (4) hours to meet operational needs. Hours worked in excess those set out herein, including work on Designated Holidays, may be paid at the rate of time and one-half (1.5) or, at the request of the employee and agreement of the Corporation, be accumulated and added at the rate of time and one-half (1.5) to an employee's vacation entitlement.

22.04 It is understood that employees **who are absent due to illness** will not be eligible to work an overtime shift **until they have reported to their next scheduled shift.**

Employees who are on a scheduled vacation day will not be offered overtime while on vacation unless they have indicated in advance that they would be available for overtime during each vacation period.

- 22.05** An employee required to work on a full scheduled shift which commences at or before 4 a.m., or, at or after 12 noon on any day shall, except in cases of emergency as set out in clause 22.01, be paid a bonus of \$1.50 per hour.
- 22.06** An employee required to work two (2) consecutive hours or more **either before and/ or after** their regular scheduled hours, shall be paid a meal allowance of **\$15.00** by the Corporation. Employees shall be granted sufficient time to eat, if required to work beyond the two (2) hour period.
- 22.07** Nothing in this Article is to be read or construed as a guarantee to provide work for any time whatsoever.
- 22.08** (a) The Corporation agrees that students and temporary employees will not be granted pre-arranged overtime in preference to regular employees in the same department and section. For the purposes of this clause "pre-arranged overtime" shall mean overtime which can be scheduled at least twenty-four (24) hours in advance.
- (b) The Corporation agrees that students and temporary employees will not be granted unscheduled overtime when full-time bargaining unit employees are available on site and are capable of performing the work required. If however the students or temporary employees are off-site working, and it is not productive for the Corporation to switch to full-time bargaining unit staff, work shall continue until such time as it is convenient to do so, or an eight (8) hour shift is completed, whichever occurs first.
- 22.09** Premium rates for overtime, shift or designated holiday pay with the exception of stand-by pay, shall not be pyramided or duplicated for the same hours under any condition in this agreement.
- 22.10** Any employee who after working their normal shift, or day, continues working until the beginning of their next normal shift, or day, and then goes home, will be paid an additional four (4) hours at the regular rate for the loss of time during their normal shift on that day.
- 22.11** At an employee's request and with the Corporation's approval, an employee may either be paid for all hours worked as defined in Article 22 or take time off at a rate equal to the overtime as earned (time and a half or double time) to a maximum of sixty (60) hours in the calendar year. The Corporation will determine the scheduling of time off. Such lieu time may be carried over in Parks and Open Space, but it must be used by March 31st of the following year. Employees working in Roads and Works Operations who carry over lieu time may only take such lieu time between May 1st

and August 31st. Employees working in Facility Services who carry over lieu time may only take such lieu time up to August 31st.

A Full Time (FT) employee who is the successful applicant for a CUPE 136 opportunity in accordance with Article 14, will have their lieu bank paid out prior to transfer into the new role. Once the lieu bank is paid out, the employee's bank will reset to zero for that calendar year.

- 22.12** When an employee is missed on a call out opportunity in error, the Corporation shall make available an overtime opportunity of equal duration and equivalent rate of pay at a mutually agreed upon time, to make up the hours missed. Such opportunities shall be offered within three months following the missed opportunity. This opportunity will not reduce overtime opportunities that would otherwise be available to other employees.
- 22.13** The Winter Operation schedule will be posted by **the first Monday in November** of each year but is subject to change.
- 22.14** **For the purposes of section 17 of the Employment Standards Act, the Union and the Corporation agree that employees may work:**
- a. up to, but not more than, 13 hours per day; and
 - b. up to, but not more than, 70 hours per work week (Sunday to Saturday)

This agreement is subject to the restrictions and exceptions in the following:

- a. compliance with the Hours of Service regulations under the Highway Traffic Act, as they may be amended from time;
- b. compliance with the rest of the collective agreement in respect of the payment of overtime and hours of work; and
- c. sections 18 and 19 of the ESA (including handling public emergencies and declarations of significant weather events -- the latter, as defined in the Municipal Act, which would also be an exception to the above).

ARTICLE TWENTY-THREE - JOB CLASSIFICATIONS AND WAGE RATES

- 23.01** Schedule "A" to this Agreement shows the job classification and wage rates to be paid. The Schedule applies only to employees on staff at the date of ratification of this agreement, those who have retired since commencement of its terms and those who become employees subsequent to ratification of this agreement.
- 23.02** On the occasions when an employee is required by the Corporation to perform the duties of an employee in a higher grade than their own for more than two (2) hours in any one (1) day, they shall be paid for the hourly rate for such higher graded job for such hours. When an employee is temporarily assigned to perform the duties of a lower graded job, their rate shall not be reduced for such hours worked. Such adjusted rates shall be applicable for all hours paid inclusive of but not limited to vacation, sick

time and WSIB, bereavement leave, jury duty, medical/dental appointments with a specialist, designated holidays for those temporary assignments which exceed 15 working days.

23.03 When an employee whose normal duties do not include the supervision of other employees is required by the Corporation to supervise and direct the activities of three (3) or more employees or employees of hired contractors for a continuous period of one (1) full shift, they shall be classed as a Lead-hand and receive the Lead-hand hourly premium (3%) for the period that they supervise and direct, except for the positions which have Lead-hand responsibilities included in the job rate as noted in Schedule 'A'.

23.04 A Facility Operator at a single pad arena required by the Corporation to supervise a function for which a liquor license has been issued shall be paid a bonus of \$1.25 per hour per function for such hours they supervise that function.

A Facility Operator at a **multi-pad** arena or community centre shall be paid a premium of \$1.25 per hour for work performed during the following shifts: Monday to Friday for hours worked from 4:00 p.m. to 2:00 a.m.; and Saturday and Sunday from 6:00 a.m. to 1:00 a.m.

23.05 For each job classification in Schedule A or Schedule B, the Corporation shall provide to the Union a copy of the current job description. The Corporation shall also provide to the Union a copy of any amended or new job descriptions to all members of the Joint Job Evaluation Committee on or before its effective date.

ARTICLE TWENTY-FOUR - STAND-BY AND CALL OUT PAY

24.01 Employees who are required by the Corporation to be on stand-by on weekends or holidays for emergency calls, shall be paid for all such hours on stand-by at twelve percent (12%), of their normal regular hourly rate.

24.02 Employees who are required by the Corporation to be on stand-by week nights for emergency calls, shall be paid for all such hours on stand-by at eight percent (8%) of their normal regular hourly rate.

24.03 When an employee who is called out to perform work immediately shall be paid three hours pay, or for such time actually worked if in excess of three hours, at the appropriate rate of pay. Where two or more calls are received within the three hour period or actual work period if longer, the period of work will be considered continuous. For purposes of this clause, time paid will include travel time up to a maximum of one hour for each period of time an employee is actually called in to work.

24.04 An employee not on stand-by who is called to work to meet an emergency condition will be paid the greater of three (3) hours, or the time actually worked, at the employee's prevailing overtime rate, as specified in 22.02.

ARTICLE TWENTY-FIVE - BREAK PERIOD

- 25.01** (a) The Corporation will permit employees a fifteen (15) minute break period at or about the mid-point of each of the two (2) working periods of the normal working day and such break period must be taken at a suitable time and at a suitable location where the employee is working.
- (b) For employees required to work overtime the following shall apply:
- 1) An employee shall be entitled to a paid 15-minute break, prior to commencing the overtime shift.
 - 2) For any overtime period exceeding three hours, an employee shall be entitled to an additional 30 minute unpaid meal break.
 - 3) Under no circumstances shall the *Employment Standards Act (ESA)* standard of five hours pass, without the employee receiving a 30-minute eating period. Every such five-hour period shall also contain a paid 15-minute break.
- (c) Employees working in facilities or arena operations shall have all their breaks taken as above, and paid as regular working hours.

ARTICLE TWENTY-SIX - INCLEMENT WEATHER

- 26.01** Employees when required to work outside in inclement weather (as determined by the Corporation), will be provided with their own waterproof apparel and CSA approved rain boots supplied by the Corporation.
- 26.02** When, in the opinion of the Corporation, severe weather prevents employees from performing their normal duties, the Corporation will endeavor to provide inside work.

ARTICLE TWENTY-SEVEN – CLOTHING, SAFETY FOOTWEAR AND TOOL ALLOWANCE

- 27.01** The clothing/uniform allocations shall be set out in Schedule 'D' attached hereto and forming part of this agreement.
- 27.02** The Corporation shall **pay** a Mechanic's **annual** tool allowance in the amount of **\$1,050** per year, **prorated for new hires, each February**. This allowance is for Mechanics and Lead Hand Mechanic.

ARTICLE TWENTY-EIGHT - LEAVE OF ABSENCE, EDUCATIONAL LEAVE

Union Leave

28.01 Subject to the exigencies of the service, leave of absence without pay and without loss of seniority will be given to no more than **six (6)** employees covered by this Agreement, and no more than four in any one division of the Corporation, **to attend to Union business, not otherwise provided for in this Collective Agreement**, to attend Union Conventions, Education, or Training Courses, provided such leave does not exceed a total of sixty working days in the calendar year and that all requests for such leave are made in writing at least **ten (10)** working days in advance of the date the leave is requested.

In addition to the above, in the six months prior to the collective agreement expiring, the Union shall be entitled to an additional 30 total days of leave of absence without pay and without loss of seniority for bargaining committee members to prepare for collective bargaining.

Bereavement Leave

28.02 (a) A leave of absence shall be granted without loss of pay to an employee to attend **and make arrangements for** the funeral, on the following basis:

5 days: Parent (including foster, step or adoptive)
Spouse (including common-law and same sex)
Child (including foster, step or adoptive)

3 days: Brother (including step and half)
Sister (including step and half)
Grand Child
Son-in-law
Parent-in-law
Brother-in-law
Grandparent
Daughter-in-law
Sister-in-law
Legal Guardian

1 day: Aunt
Uncle

(b) If a death occurs in an employee's immediate family (being parent, child, spouse, brother, sister) while the employee is on vacation, they shall be granted the appropriate bereavement entitlement, and have their lost vacation time reinstated, to be taken at a time agreed upon between the employee and their Manager.

Except for the above, bereavement leave will not be granted to employees attending a funeral during periods when, for other reasons, they are not at work, for example; vacation, public holidays and illness. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Department Head or designate, on request, may grant additional bereavement leave.

In its sole discretion, the Corporation may grant reasonable time off without pay in the event of a death of a relative not listed above, or a close personal friend.

Jury Duty

28.03 Employees who are required to serve as jurors or are subpoenaed to appear in court shall be granted leave of absence for that purpose and shall have their normal pay continued for the time served provided the employee has immediately notified their superior. At the conclusion of their jury duty, the employee shall obtain a certificate of attendance showing the period of jury duty and the compensation shall be turned over to the Town Treasurer. Any travel allowance and expenses paid to the employee other than compensation may be retained by the employee.

Medical/Dental Appointments

28.04 Where an employee who has made reasonable endeavors without success to obtain a Medical/Dental appointment other than during their normal working hours, they shall submit a request to their supervisor for approval five (5) days in advance. If such request is approved, they shall be allowed up to four (4) hours of leave with pay and without loss of seniority or benefits to attend such personal appointment with their medical doctor or dentist during working hours no more than six (6) times per calendar year. Such appointment will be made at a time or times as convenient as possible to the Corporation's operations. The Corporation may require the employee to substantiate to its satisfaction the reasonableness of the employee's endeavors for leave to be granted.

An employee may be required to submit a medical note, if the employee does not submit the note upon returning to work after their appointment, the time missed shall be deducted from their wages.

Pregnancy and Parental Leave

- 28.05** (a) Pregnancy leave and/or parental leave will be granted for the period specified by the Employment Standards Act, 2000 S.O. 2001, c.9, Sched. I, s.1 as amended from time to time.
- (b) Pregnancy Leave Top-up

A full time permanent Employee who is eligible for, and is granted, pregnancy leave under this Article, and

- 1) commences maternity leave on or after February 16, 2005, and
- 2) has completed twenty-four (24) months of continuous service in the bargaining unit on the date her pregnancy leave commences, and

- 3) qualifies for Employment Insurance pregnancy leave benefits pursuant to Section 30 of the *Employment Insurance Act*, S.C. 1996, c. 23 as amended, and its regulations, is eligible to receive a supplemental employment benefit from the Employer for up to a maximum of fifteen (15) weeks, or until she returns to work from the maternity leave, whichever occurs first.

The supplemental employment benefit will be equal to the difference between 85% of her normal, regular weekly earnings, exclusive of premiums and bonuses, and the sum of her weekly Employment Insurance benefit and any other earnings.

Such payments will commence on the first pay period following the completion of the two week waiting period and receipt by the Employer of the Employee's Employment Insurance stub as proof she is in receipt of Employment Insurance pregnancy leave benefits.

Should the Employee become ineligible, or fail to qualify for, Employment Insurance pregnancy leave benefits, she will become ineligible for supplemental employment benefits.

An Employee who is in receipt of, or was in receipt of, supplemental employment benefits from the Town and leaves her employment with the town within twelve (12) months of her return from pregnancy/parental leave, will repay to the Employer, on a proportional basis, all monies paid under the supplemental employment benefit.

Unpaid Leave

- 28.06** An unpaid leave of absence will be granted in accordance with The Corporation's Unpaid Leave of Absence Policy, and any Leave of Absence in excess of six (6) months will result in an adjustment to seniority and vacation entitlement, subject to any requirements under the *ESA* or the *Code*.

Compassionate Leave

- 28.06 (a)** Leaves to care for a critically ill or injured person, someone needing end of life care, or the death of a child will be granted in accordance with Section 49.1 Family Medical Leave, Section 49.3 Family Caregiver Leave, Section 49.4 Critical Illness Leave, and Section 49.5 Child Death Leave of the *Employment Standards Act, 2000 (ESA)*.

(b) While an employee is on one of the above leaves under the Act:

- i. They shall continue to be enrolled in the benefit plans set out in the collective agreement and the Corporation shall continue to pay the cost of those plans.

- ii. **Upon returning to work, the employee may, for OMERS purposes, buy back the period of leave by making the appropriate employee contributions to OMERS in accordance with OMERS regulations. If the employee chooses to do this, the Corporation will pay the matching employer contributions to OMERS.**

- (c) A permanent full-time employee who applies for and qualifies for any one of the applicable leaves under *ESA* as outlined in Article 32.01 a) as well as the applicable Employment Insurance benefits, shall be approved for a supplemental payment to a maximum of one (1) period of up to eight (8) continuous full weeks of absence within any twelve-month period based on the following:**
 - i. **The employee has completed twenty-four (24) months of continuous service in the bargaining unit as of the date their leave commences.**
 - ii. **Qualifies for the applicable Employment benefits pursuant to the *Employment Insurance Act*, S.C. 1996, c. 23 as amended, and its regulations, is eligible to receive a supplemental employment benefit from the Employer for up to a maximum of eight (8) weeks, or until they return to work from their leave, whichever occurs first.**
 - iii. **The supplemental employment benefit will be equal to the difference between 75% of the employee's normal base weekly earnings in effect immediately prior to the leave, exclusive of premiums and bonuses, and the sum of their weekly Employment Insurance benefit and any other earnings.**
 - iv. **Such supplemental benefits payments will commence on the first pay period following the completion of the one (1) week waiting period and receipt by the Corporation of the employee's Employment Insurance stub as proof they are in receipt of the applicable Employment Insurance leave benefits. The employee is thereafter required to provide confirmation of the EI payment every two (2) weeks for the duration of the benefit period.**
 - v. **Should the Employee become ineligible, or fail to qualify for, the applicable Employment Insurance leave benefits, they will become ineligible for supplemental employment benefits.**
 - vi. **An Employee who is in receipt of, or was in receipt of, supplemental employment benefits from the Corporation and leaves their employment with the Corporation within twelve (12) months of their return from the leave, will repay to the Corporation, all monies paid under the supplemental employment benefit.**

- vii. **The supplemental payment is subject to applicable payroll deductions.**
- viii. **The employee is eligible to receive the supplemental period for a total of one (1), eight (8) week period for any combination of leaves taken as identified in Article 32.01 a) in any twelve (12) month period.**

ARTICLE TWENTY-NINE - TECHNOLOGICAL CHANGE

29.01 If changes in technology, mechanization, operating methods or organization compel a reduction in employee complement, consultation shall occur between the Corporation and the Union with the view to minimizing staff reductions and developing a program of retraining and redeployment in an attempt to maintain constructive employment for those displaced. Any termination of employment occasioned by such changes shall only occur after the Union and Employee(s) concerned have been given one hundred and twenty (120) days written notice.

ARTICLE THIRTY - ENTIRE AGREEMENT CLAUSE

30.01 The parties hereto agree that any prior oral or written understandings or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will form part of this Agreement unless documented and signed by the parties as a supplement to this Agreement.

ARTICLE THIRTY-ONE - AMALGAMATION

31.01 In the event the Corporation or the Province takes concrete steps towards consolidating, merging, or amalgamating all or a portion of the Corporation with any other municipality, the Corporation will consult with the Union and provide disclosure of the relevant information, subject to any confidentiality restrictions, at the earliest opportunity. This shall be an ongoing obligation.

Where the Province consolidates, merges or amalgamates all or a portion of the Corporation with any other Municipality, subject to the limitations imposed by legislation and subject to only asserting legal rights within their control, the Employer will make its best efforts to ensure, but cannot guarantee that:

- (a) Employees shall be credited with all seniority rights.**
- (b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized.**
- (c) No employee is disadvantaged with regard to conditions of employment and wage rates.**

(d) No employee shall suffer a loss of employment as a result of the consolidation, merger or amalgamation.

ARTICLE THIRTY-TWO - DURATION OF AGREEMENT

32.01 This Agreement shall be effective on the 16th day of February 2023 and shall remain in full force and effect until the 15th day of February 2027 and from year to year thereafter, subject to notice as provided in the Labour Relations Act S.O. 1995, C.1. Schedule A, as amended.

SIGNED AT OAKVILLE ON THIS 26 DAY OF APRIL, 2024.

FOR THE UNION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelc
Peter Knafelc (May 4, 2024 08:32 EDT)

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Julian Cabral

J. Clohecy
Jane Clohecy, CAO

Vicki Tytaneck, Town Clerk

Schedule 'A'

PAY	OCC			2023	2024	2025	2026
GRADE	CODE		Band 1	\$27.37	\$28.26	\$29.18	\$30.05
401	4101		APPRENTICE				
			Band 2	\$28.33	\$29.25	\$30.20	\$31.11
402	4202		APPRENTICE				
	4561		FACILITY OPERATOR - UNCERTIFIED				
			Band 3	\$29.28	\$30.23	\$31.22	\$32.15
403	4303		APPRENTICE				
	4020		CUSTODIAN/YARDPERSON				
	4121		LABOURER, ENVIRONMENTAL SERVICES				
	4015		SHIPPER RECEIVER				
			Band 4	\$30.23	\$31.22	\$32.23	\$33.20
404	4404		APPRENTICE				
	4010		LABOURER (WORKS)				
	4511		PARKS PATROL/WINTER LABOURER				
	4630		HARBOUR TECHNICIAN/SANITATION LABOURER				
	4820		GREENHOUSE OPERATOR				
	4115		SEO TRAILS AND WORKS LABOURER				
	4217		SEO TRAILS				
	4111		SMALL EQUIPMENT OPERATOR - WORKS				
	4112		SMALL EQUIPMENT OPERATOR - PARKS				
	4110		SMALL EQUIPMENT OPERATOR - TRAILS				
	4120		SPORTSFIELD MAINTENANCE OPERATOR				
	4235		TRAFFIC OPERATIONS LABOURER				
	4170		TRUCK DRIVER				
	4216		UTILITY PERSON II - PARKS				
	4155		UTILITY PERSON II - IRRIGATION				
			Band 5	\$32.42	\$33.47	\$34.56	\$35.59
405	4505		APPRENTICE				
	4670	***	FACILITY OPERATOR - CERTIFIED				
	4750	***	FACILITY OPERATOR - CLASS B				
	4040		FLEET SERVICES TECHNICIAN				
	4700		GARDENER				
	4310		GRADER OPERATOR				
	4240		HEAVY EQUIPMENT/SWEEPER OPERATOR (HEO)				
	4644		TECHNICAL STORES REPRESENTATIVE				
	4645		TECHNICAL STORES REPRESENTATIVE (TRANSIT)				
	4210	*	TRAFFIC REPAIRPERSON - SIGNS				
	4186	*	URBAN FOREST TECHNICIAN				
	4025		WORK ORDER TECHNICIAN				
	4681		UTILITY I - IRRIGATION TURF				
	4810		UTILITY I - TECHNICAL SERVICES				
	4680		UTILITY PERSON I - PLAYGROUNDS				
	4150		UTILITY PERSON II - WORKS				

Schedule 'A'

PAY	OCC			2023	2024	2025	2026
GRADE	CODE		Band 6	\$34.61	\$35.73	\$36.89	\$38.00
406	4606 4230 4233 4825 4690 4250 4280 4187	*** *** ***	APPRENTICE EQUIPMENT REPAIR TECHNICIAN HARBOUR COORDINATOR II ARBORIST II CEMETERY OPERATOR II IRRIGATION TECHNICIAN - TURF TRAFFIC REPAIRPERSON - SIGNALS UTILITY I - IRRIGATION (TECH. SRVS.)				
			Band 7	\$36.81	\$38.00	\$39.24	\$40.42
407	4707 4260 4830 4832 4191	*** ***	APPRENTICE ARBORIST I LEADHAND FACILITIES LEADHAND ROADS OPERATIONS LICENSED MECHANIC B				
			Band 8	\$38.99	\$40.26	\$41.56	\$42.81
408	4808 4220 4183 4770 4194 4831 4222 4188 4189 4182 4380 4355	*** *** *** *** *** *** *** *** *** *** ***	APPRENTICE CEMETERY OPERATOR I HARBOUR COORDINATOR I LEADHAND EQUIPMENT REPAIR LEADHAND HORTICULTURE LEADHAND PARKS LEADHAND ENVIRONMENTAL SERVICES LEADHAND SPORTS FIELDS LEADHAND TECH. SERVICES LEADHAND TRAILS LICENSED MECHANIC A SENIOR GREENHOUSE OPERATOR				
			Band 9	\$44.56	\$46.00	\$47.50	\$48.92
409	4839 4390 4285 4290	*** *** ***	LEADHAND FORESTRY EMERGENCY VEHICLE TECHICIAN TRAFFIC SIGNALS ELECTRICIAN TRAFFIC REPAIR TECHNICIAN II				
			Band 10	\$47.38	\$48.92	\$50.51	\$52.02
410	4370 4400	*** ***	LEADHAND LICENSED MECHANIC LEADHAND TRAFFIC SIGNALS				
			* LESS .60 CENTS UNTIL CERTIFICATION IS COMPLETE				
			** 88% UNTIL CERTIFICATION IS COMPLETE				
	4190	Shift W	WINTER EQUIPMENT MAINTENANCE PERSON			\$1.50/HR. PREMIUM	
	4315	Shift P	SINGLE PERSON PLOW OPERATION			\$2.25 /HR PREMIUM	
	4175	Shift A	DUTIES REQUIRING AZ LICENCING			\$1.50/HR. PREMIUM	
			*** POSITIONS INELIGIBLE FOR THE 3% PREMIUM OUTLINED IN ARTICLE 23.03 (as it has been already built into the base rate through JE)				
			Probationary Employees - \$.30 per hour lower than the job designation rate				
			Temporary Employees - \$.60 per hour lower than the job designation rate				

Schedule 'B'

PAY	OCC			2023	2024	2025	2026
GRADE	CODE		Band 1	\$27.37	\$28.26	\$29.18	\$30.05
431	4510		CREW LEADER/LABOURER PARKS				
	4515		PARKS LABOURER – WINTER OPERATIONS				
	4030		SEASONAL LABOURER, ENVIRONMENTAL SERVICES				
	4035		WORKS LABOURER, WINTER OPERATIONS				
			Band 2	\$28.33	\$29.25	\$30.20	\$31.11
432							
			Band 3	\$29.28	\$30.23	\$31.22	\$32.15
433	4560		FACILITY OPERATOR - UNCERTIFIED				
	4730		HARBOURPERSON ASSISTANT				
			Band 4	\$30.23	\$31.22	\$32.23	\$33.20
434	4050	*	WINTER SHIFT CREW LEAD				
			Band 5	\$32.42	\$33.47	\$34.56	\$35.59
435	4133	*	SEASONAL LEADHAND TRAILS				
	4186	*	URBAN FOREST TECHNICIAN				
			Band 6	\$34.61	\$35.73	\$36.89	\$38.00
436	4185	*	LEADHAND TURF				
	4140	*	SEASONAL LEADHAND - SPORTSFIELD				
	4180	*	SEASONAL LEADHAND - HORTICULTURE				
			Band 7	\$36.81	\$38.00	\$39.24	\$40.42
437							
			Band 8	\$38.99	\$40.26	\$41.56	\$42.81
438							
			Band 9	\$44.56	\$46.00	\$47.50	\$48.92
439							
			Band 10	\$47.38	\$48.92	\$50.51	\$52.02
	4190	Shift W	WINTER EQUIPMENT MAINTENANCE PERSON	\$1.50/HR. PREMIUM			
	4315	Shift P	SINGLE PERSON PLOW OPERATION	\$2.25/HR PREMIUM			
	4175	Shift A	DUTIES REQUIRING AZ LICENCING	\$1.50/HR. PREMIUM			
			TEMPORARY LEADHAND (Article 23.03)	3% PREMIUM			
		*	POSITIONS INELIGIBLE FOR THE 3% PREMIUM OUTLINED IN ARTICLE 23.03 (as it has been already built into the base rate through JE)				

SCHEDULE "C"

APPRENTICESHIP

1. The parties agree to the establishment of a new job classification of "Apprentice" on the terms set out in this Memorandum of Agreement. This Memorandum of Agreement expires with the current Collective Agreement subject to renewal or incorporation into the Collective Agreement or Letter of Understanding during the next round of bargaining.
2. The Apprentice is required to enter into an agreement with the Corporation of the Town of Oakville that is administered by the Apprenticeship Client Services Branch of the Ontario Ministry of Training, Colleges and Universities, the Ontario College of Trade or the appropriate regulated governing body. The Apprentice is required to acquire the necessary certificates of Apprentice. Should more than one certificate be required, the order of acquiring certificates may be flexible.
3. a). Where the Corporation intends to hire an Apprentice a notice will be posted and applicant(s) selected as provided in Article 15. The successful candidate shall be assigned to the Occupational Classification of Apprentice.
b). An Apprentice shall be considered a full time employee for the duration of the apprenticeship and all aspects of the Collective Agreement shall apply except where specifically otherwise provided in this Memorandum of Agreement.
4. a) The following hourly wage rates and progression shall apply to the Occupational Classification of Apprentice:

Effective	Successful Completion = Schedule "A" Band 9	Successful Completion = Schedule "A" Band 8	Successful Completion = Schedule "A" Band 7	Successful Completion = Schedule "A" Band 6	Successful Completion = Schedule "A" Band 5
Start Date (with no related work experience)	Band 1 Rate	Band 1 Rate	Band 1 Rate	Band 1 Rate	Band 1 Rate
Start Date (with related work experience)	Band 3 Rate	Band 3 Rate	Band 3 Rate	Band 3 Rate	Band 3 Rate
Upon receipt of evidence of successful completion of Level 1 of the Program Certificate	Band 5 Rate	Band 4 Rate	Band 4 Rate	Band 3 Rate	Band 3 Rate
Upon receipt of evidence of successful completion of Level 2 of the Program Certificate and/or an equivalent number of hours for approved apprentice service and sign off on apprentice experience modules	Band 7 Rate	Band 6 Rate	Band 5 Rate	Band 4 Rate	Band 3 Rate
Upon receipt of evidence of successful completion of Level 3 of the Program Certificate and/or an equivalent number of hours for approved apprentice service and sign off on apprentice experience modules	Band 8 Rate	Band 7 Rate	Band 6 Rate	Band 5 Rate	Band 4 Rate
Upon receipt of evidence of successful completion of all Levels of the required Program certificate or certificates if more than one Program certificate is required and an equivalent	Band 9 Rate	Band 8 Rate	Band 7 Rate	Band 6 Rate	Band 5 Rate

number of hours for approved apprentice service and sign off on apprentice experience modules					
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b) Where the position of Apprentice is filled by an internal CUPE 136 employee in a related position within the departmental business unit, the individual will progress through the program as per the table in 4a), however, at no such time will they earn less than their normal rate of pay in their home position. All other internal applicants will be paid as per the rates set out in the table in 4a).

5. An Apprentice shall lose seniority and be terminated for:
 - a. just cause; or
 - b. failure to obtain registration in the Apprenticeship Program administered by the Apprenticeship Client Services Branch of the Ontario Ministry of Training, Colleges and Universities, the Ontario College of Trade or the appropriate regulated governing body; within sixty (60) calendar days from their start date, or
 - c. failure to provide to the Corporation, evidence of successful completion in any one (1) level of the academic courses of the Program.
6. Where the position is filled internally by a full time CUPE 136 employee, an Apprentice who fails to obtain or retain registration in the Apprenticeship Program within sixty (60) days of their start date, or fails to provide to the Corporation evidence of successful completion in any one (1) level of the academic program, or where at the completion of the program there is no permanent vacancy for a position in which he /she is qualified, shall be retained as a regular employee and:
 - a. be returned to their home position if this occurs within twelve (12) months from their start date as the Apprentice, or
 - b. if this occurs after twelve (12) months from their start date as the Apprentice, the employee may be:
 - i) placed by the Corporation in an existing vacancy for which the employee is qualified subject to the provisions of article 14; or
 - ii) subject to the provisions of Article 12.
7. An Apprentice may, at any time, apply for any posted vacancy within the Town of Oakville. Beyond this, this Memorandum of Agreement implies no expectation or right of employment by the Corporation beyond the occupational classification of Apprentice. There is no guarantee at the end of the completed apprenticeship term that a full-time position will be available.
8. The Apprentice shall work forty (40) hours per week scheduled in accordance with Article 22 of the Collective Agreement. The Apprentice will not participate in the regular stand-by schedule and will be the last of any of the departmental staff in the business unit to be called in for overtime assignments.
9. Time off to attend educational classes scheduled under the Apprenticeship Program will be authorized by the Corporation. While the Apprentice is attending educational sessions during normal working hours, the Corporation will continue the Apprentice's rate of pay as detailed in the table in 4a) or, if applicable, the provisions as detailed in 4b). The Apprentice shall continue to receive benefits pursuant to Article 19, with the exception of Article 19.01(f), 19.01(i), or any other benefit pertaining to LTD, OMERS or Article 18 during the period that they are attending educational classes.
10. Apprentices attending courses will be reimbursed for mileage in accordance with the mileage policy in effect at the time, for mileage which is in excess of normal travel distance to and from work. Reasonable parking costs will be reimbursed as incurred. Normally, costs relating to accommodation and meals will not be considered; however, where a more cost effective means to cover travel expenses exists, it will be considered.
11. Where required, the Apprentice, within thirty (30) calendar days of their start date, is expected to provide, at their own expense, a basic set of tools. The Apprentice is entitled to the annual Tool Allowance as per Article 27.03, if applicable.

Schedule "D"

CLOTHING AND SAFETY FOOTWEAR ALLOWANCE

Employees will be afforded an annual allowance of points, according to their job classification, which are applied to clothing acquisition. Points do not accumulate or carry over to subsequent years.

Procurement shall be subject to the following conditions:

1. The quality of all clothing shall be the industry standard "work wear" permanent pressed quality.
2. The Town will designate the supplier, quality of clothing, style and colour.
3. The Corporation will approve each order so that a reasonable standard of uniform dress is achieved.
4. Maintenance, cleaning and alteration of the clothing issued are the responsibility of the employee, unless otherwise noted.
5. Clothing which is rendered unusable shall be replaced by the Corporation (at its expense) upon submission of the article and approval by the direct supervisor.

Where the Corporation provides uniforms and safety equipment for employees, the employee will wear the uniforms and equipment while performing their duties.

Failure to wear the uniforms and equipment in the prescribed manner will be subject to disciplinary action.

Employees shall be required to wear CSA approved Green Patch safety footwear while working for the Corporation. The Corporation will pay full time non-probationary employees \$200.00 annually for the purchase of safety footwear. Temporary and probationary employees shall be required to supply footwear at their own expense.

In cases where the employee's boots are damaged as a direct result of their town operational duties, upon approval and proof of defect, within the one year period, the Corporation will reimburse full-time non-probationary employees for the cost of a replacement pair of boots up to a maximum of \$200.00 for the purchase of additional safety footwear.

Job Category	Job Designation	Points
Mechanical Staff	APPRENTICE MECHANIC LEADHAND - LICENSED MECHANIC LEADHAND – EQUIPMENT REPAIR LICENSED MECHANIC A LICENSED MECHANIC B EQUIPMENT REPAIR TECHNICIAN	275
Facility and Stores Staff	FACILITY OPERATOR, CERTIFIED AND UNCERTIFIED CUSTODIAN/YARDPERSON FACILITY OPERATOR - CLASS B LEADHAND - FACILITIES LEADHAND - STORES STORESKEEPER I STORESKEEPER I (TRANSIT) STORESKEEPER 2 FLEET SERVICES TECHNICIAN	325
Operations Staff	BACKHOE OPERATOR CARPENTER/UTILITY 1 CEMETERY OPERATOR 1 CEMETERY OPERATOR 2 CREW LEADER GARDENER GRADER OPERATOR GREENHOUSE OPERATOR HARBOR COORDINATOR HARBOR COORDINATOR II HARBOURS TECHNICIAN HEAVY EQUIPMENT/SWEEPER OPERATOR (HEO) LABOURER LEADHAND – HORTICULTURE LEADHAND - PARKS LEADHAND –SANITATION LEADHAND – SPORTS FIELDS LEADHAND – TECH SERVICES LEADHAND – SEASONAL TRAILS LEADHAND – TURF PARKS LABOURER PARKS PATROL / WINTER LABOURER ROAD PATROLLER SANITATION LABOURER SEASONAL LABOURER – SANITATION SENIOR GREENHOUSE OPERATOR SMALL EQUIPMENT OPERATOR – WORKS SMALL EQUIPMENT OPERATOR – PARKS SMALL EQUIPMENT OPERATOR – TRAILS SOPRTS FIELDS MAINTENANCE OPERATOR TRAFFIC OPERATIONS LABOURER TRUCK DRIVER URBAN FOREST TECHNICIAN UTILITY 1 – IRRIGATION (TECH SERVICES) UTILITY 1 –IRRIGATION (TURFO UTILITY 1 – PLAYGROUNDS UTILITY 2 – WORKS UTILITY 2 (AZ &DZ) - PARKS	440
EUSA Related Staff	ARBORIST 1 ARBORIST 2 LEADHAND – FORESTRY TRAFFIC REPAIR TECHNICIAN 1 TRAFFIC REPAIR TECHNICIAN 2 TRAFFIC REPAIRPERSON – SIGNALS TRAFFIC REPAIRPERSON - SIGNS	595

Schedule "E"

JOINT JOB EVALUATION PROGRAM

The parties agree to comply with the existing agreed Job Evaluation Terms of Reference and the associated agreed Job Evaluation Plan, as they may be amended by agreement of the parties.

SCHEDULE "F"

LABOUR-MANAGEMENT MEETINGS

1. Purpose of Meeting

The Purpose of the Labour-Management meetings, as defined in the collective agreement, shall be respected. Items addressed through the grievance procedure or during collective bargaining, will not be part of Labour-Management meetings.

2. Number of Participants

The number of participants will be equally balanced between Management and the Union. Where items on the agenda warrant additional participants from either Management or the Union in order to ensure full information or action planning by either Management or Labour the concurrence of the other party will be sought a week in advance of the meeting.

3. Notice of Meeting

Meeting times for the next year's meetings will be tentatively scheduled annually, at the last meeting of the year. The date of each meeting will be confirmed one month prior to the actual meeting date.

4. Meeting Agendas

The tentative agenda will be established one month prior to the actual meeting date. In addition to items brought forward from previous agendas, a call for additional agenda items will be sought when that meeting date is confirmed (see "Notice of Meetings").

This does not prevent either party from bringing additional items to the table at the meeting. However, it is recognized that they will only be addressed if there is sufficient time for their discussion or both parties agree that any of the items should stand in the place of a previously submitted agenda item.

5. Meeting Time and Duration

Meetings will be approximately two hours in length, with the Chair(s) managing the discussion so that all items are addressed appropriately in that timeframe. Meetings should occur, whenever possible, in the mornings.

6. Chairing of Meetings

The Chairing of the Labour-Management meetings will rotate, on a meeting-by-meeting basis, between management and labour.

7. Minutes of Meetings

Human Resources will provide a minute taker for Corporate Labour-Management meetings. Departmental resources will be utilized for minutes taken at Department Labour-Management meetings. The minutes will reflect the contributions of each participant (unless otherwise agreed to during the discussion), but not be a transcript of discussions. The format of the minutes will follow that of the current Department Labour-Management meetings. If an item is resolved at the table, the minutes shall so note that resolution, with any follow-up action/parties responsible for implementation identified. If additional discussion/research is needed, the individuals responsible for that activity will be identified in the minutes, and the anticipated date of response included.

Individuals, unless identified for the purpose of item follow-up, will not be identified in the minutes. Speakers will be noted as "Union" or "Management" only.

The minutes will be circulated to the Union within two weeks of the meeting. The Union will respond/approve within two weeks, and the minutes posted appropriately.

8. Amending Operating Guidelines

These operating guidelines can be amended, from time to time, by the parties, in the interests of making the meetings as effective as possible. Any amendments at one Labour-Management meeting should be shared with the other CUPE 136 Labour-Management meetings for their consideration and in order to provide consistency of application.

Appendix "A"

Letter of Understanding

between

The Corporation of the Town of Oakville

and

the Canadian Union of Public Employees and its Local 136

LOU-Re: Facility Services Temporary Employees

The parties agree the Corporation may employ temporary employees up to the equivalent of 6 full-time employees (12,480 hours) per calendar year in its Facility Services Department for up to 8 consecutive months. This is in addition to the Corporation's right to employ temporary employees under Article 17.01 a c and d.

Quarterly, the Corporation shall provide to the Treasurer and the President of Local 136, the following information:

- a. the names of the temporary employees employed in the Facility Services Department in the previous quarter;
- b. the number of hours each temporary employee employed in the Facility Services Department worked in the previous quarter;
- c. which hours/employees were under Article 17.01 (a), (c) and (d) and which were under Appendix A in the previous quarter.

To assist with part c. above, the Corporation shall code all Facility Services Temporary Hours and shall provide with the above quarterly report the hours coded as follows:

Pay Code #	Pay Code Name (to be finalized)	Pay Code Description
9	"Appendix A"	This code is used for CUPE 136 TEMP only in Facilities Services. These are for shifts above and beyond a CUPE 136 FT, such as additional scheduled shifts scheduled at peak times to support facility operations, less favourable time/weekends, to provide improved customer and facility support, etc.
70	"Backfill - 17.01 S,V,T"	CUPE 136 TEMP backfill hours to replace a CUPE 136 FT as per article 17.01. This code is used for CUPE 136 TEMP only in Facilities Services when someone is back filling shifts for a CUPE 136 FT person who is off for vacation, sick, training, bereavement, etc.

71	"Backfill - 17.01 C, L"	CUPE 136 TEMP backfill hours to replace a CUPE 136 FT as per article 17.01. This code is used for CUPE 136 TEMP only in Facilities Services when someone is back filling shifts for a CUPE 136 FT person who is an extended leave or secondment, such longer term sick, ESA leaves, secondments etc.
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In respect of Code 70, the Corporation will also provide the names of the permanent employees who were on vacation, sick, training, or bereavement that quarter (and the hours that each had of the foregoing).

In respect of Code 71 above, the Corporation will also provide the name of who was replaced.

This Letter of Understanding shall extend for the duration of the Collective Agreement dated February 16, 2023 until February 15, 2027.

FOR THE UNION

FOR THE CORPORATION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelc
Peter Knafelc (May 4, 2024 08:32 EDT)

Julian Cabral

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

APPENDIX “B”

Letter of Understanding

between

The Corporation of the Town of Oakville

and

the Canadian Union of Public Employees and its Local 136

LOU -Re: Interpretation of Article 22 (Overtime Pay – Sundays)

The Parties agree that Article 22 shall be interpreted as follows:

1. Article 22.02 states that all hours worked on a Sunday (or the day designated as the second day of rest) shall be paid at twice (2x) the regular rate. Our interpretation is that this will be the case *unless an employee’s normal working hours include Sundays*. This means that if an employee is asked mid-week to work extra hours on Sunday, they will be compensated at twice (2x) their regular rate of pay. For employees with normal working hours on a Sunday, any overtime worked on a Sunday shall be paid at time and one half (1.5x) the regular rate.
2. If an employee is requesting time off in lieu of payment for overtime in accordance with Clause 22.11 – time off shall be only calculated based on a rate equal to time and one half (1.5x) the actual time worked. No time in lieu will be calculated based on twice (2x) the actual time worked.

The above interpretation shall not affect the meaning, intent, or interpretation of other related articles.

FOR THE UNION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelc
Peter Knafelc (May 4, 2024 08:32 EDT)

Charlotte Karfi
Charlotte Karfi (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Melina Cabral

APPENDIX "C"

Letter of Understanding

between

The Corporation of the Town of Oakville

and

Canadian Union of Public Employees and its Local 136

LOU- Re: Star Protocol Definition

A system of fair and equitable distribution of overtime, which uses a star symbol to designate the last person called for overtime. As formally agreed to and as modified through departmental Labour Management Committees.

Each department shall permanently post its current call-in procedure, which may be amended from time to time following consultation with the Union through small table Labour Management Committees.

FOR THE UNION

FOR THE CORPORATION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelc
Peter Knafelc (May 4, 2024 08:32 EDT)

Julia Cabral

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

APPENDIX "D"

Letter of Understanding

between

The Corporation of the Town of Oakville

and

the Canadian Union of Public Employees and its Local 136

LOU -Re: Clothing

The Parties agree that during the term of the collective agreement the process for clothing acquisition and payment will be agreed upon and incorporated as a part of the collective agreement.

FOR THE UNION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelz
Peter Knafelz (May 4, 2024 08:32 EDT)

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Julia Cabral

Appendix "E"

Letter of Agreement

Between

The Corporation of the Town of Oakville

And

The Canadian Union of Public Employees and its Local 136

LOU -Re: Switching of stand-by assignments

Any employee required to work stand-by may, with the approval of their immediate supervisor or designate, be relieved of their stand-by assignment(s) providing the employee has identified a qualified employee (**which may include a temporary employee**) who is willing and eligible to replace them. Such approval shall not be arbitrarily withheld.

Guidelines for the practical application of this clause may be developed by the Departmental working groups.

FOR THE UNION

Sean Warren

Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley

Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie

Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelc

Peter Knafelc (May 4, 2024 08:32 EDT)

Charlotte Karli

Charlotte Karli (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Julian Cabral

Appendix “F”

Letter of Understanding

Between

The Corporation of the Town of Oakville

And

The Canadian Union of Public Employees and its Local 136

LOU-Re: 12 Hour Shifts

The parties agree to the usage of 12 hour shifts in the following circumstances, without prejudice to any position either party may take regarding the permissibility of and/or pay for 12-hour shifts in any other circumstances:

Between November 1 and April 30 each year, the Corporation can schedule crews (maximum 4 people per crew) up to 14 shifts per week (for clarity that would be a maximum of 56 person-shifts per week) in its Roads and Works Operations Department for the purposes of servicing winter operations (typically including patrolling and related winter activities). The employees affected by this scheduling shall receive straight time pay for the first 80 hours of work in every two week period and the remaining four (4) hours shall be paid at time and a half.

The Corporation shall provide the Union by email to the Local President and Secretary Treasurer with a record of the 12 hour shifts worked referred to above (including names and dates) monthly, on or before the 15th of each month following the month the shifts are worked.

By October 1 each year the employer shall seek volunteers to work these 12 hour shifts. If there are insufficient volunteers, the Corporation shall require the least senior qualified employees, including temporary employees, in the Roads and Works Operations to work these shifts. This applies both for the lead hand position and the non-lead hand roles.

The lead hand on each crew shall be required to have a minimum qualification of a DZ or higher license and no more than one other member of the crew shall be required to have a minimum qualification of a DZ or higher license.

Lastly, the Corporation may also schedule 11 or 12 hours shifts in Fleet (afternoon shifts only) and Facility Services in pay periods in which a designated holiday under Article 21 of the collective agreement falls.

This Letter of Understanding shall last for the term of this collective agreement only and will only be renewed if specifically agreed to by the parties in the next round of collective bargaining negotiations.

FOR THE UNION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelc
Peter Knafelc (May 4, 2024 08:32 EDT)

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Julian Cobal

Appendix "G"

Letter of Understanding

Between

The Corporation of the Town of Oakville

And

The Canadian Union of Public Employees and its Local 136

LOU-Re: Designated Arborist(s)

1. A maximum of seven (7) employees employed as Arborist I may be assigned to Designated Arborist "DA" as deemed necessary by the Town.
2. Should the number of crews be adjusted, the number of employees assigned as DA as noted in point one above will be adjusted.
3. The assignment of DA work will normally be made based on seniority with the most senior available Arborist I being assigned the DA duties.
4. The Town has the right to assign staff to Forestry crews and subsequent to crew determinations, DA duties, when required, will be assigned on the basis of seniority.
5. A premium of \$2.00 will be paid, per hour, for hours worked as an assigned DA.

FOR THE UNION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelz
Peter Knafelz (May 4, 2024 08:32 EDT)

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Antonio Cabral

Appendix "H"

Letter of Understanding

Between

The Corporation of the Town of Oakville

And

The Canadian Union of Public Employees and its Local 136

LOU-Re: Market Adjusted Rates

In the event the Corporation wishes to provide a higher pay rate than set out in the collective agreement due to market rates in order to assist in recruitment and retention, it shall present to the Union the basis for providing the higher rate and if such higher rate is supported by the data it may increase the rate of the position in question, but no higher than the market rate.

FOR THE UNION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelz
Peter Knafelz (May 4, 2024 08:32 EDT)

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Julian Cobral

Appendix "I"

Letter of Understanding

Between

The Corporation of the Town of Oakville

And

The Canadian Union of Public Employees and its Local 136

LOU-Re: Vacation Service Credit

Employees may receive service credit for relevant external broader public sector or private sector experience for vacation entitlement up to a maximum of 7 years of service.

Current employees at time of ratification to provide evidence within 60 days of date of ratification for a one-time adjustment to vacation service date.

In so doing, the Corporation shall be required to treat the same (or substantially the same) relevant service in the same manner for all employees. The Corporation will review evidence and make decision and inform in writing within 30 days. Adjusted vacation service date will be effective January 1, 2024.

FOR THE UNION

Sean Warren
Sean Warren (May 3, 2024 10:35 EDT)

Gloria Alley
Gloria Alley (May 4, 2024 14:14 EDT)

Scott Legassie
Scott Legassie (May 3, 2024 11:35 EDT)

Peter Knafelz
Peter Knafelz (May 4, 2024 08:32 EDT)

Charlotte Karli
Charlotte Karli (May 3, 2024 10:00 EDT)

FOR THE CORPORATION

Julian Cabral
