

Clarington

CUPE Local 74 Outside Collective Agreement
2022 to 2024

Outside Collective Agreement – 2022 to 2024 – Table of Articles

1.0	Purpose.....	3
2.0	Scope.....	3
3.0	Discrimination – Respectful Workplace.....	4
4.0	No Coercion	4
5.0	No Strikes or Lock-Outs	4
6.0	Municipality Rights	5
7.0	Union Security.....	5
8.0	Grievance Procedure.....	6
9.0	Arbitration	8
10.0	Management Grievances.....	8
11.0	Union Committee & Office Space.....	8
12.0	Seniority.....	9
13.0	Probationary Employees.....	10
14.0	Temporary Employees	10
15.0	Loss of Seniority.....	12
16.0	Seniority Applied To Promotions and Transfers.....	13
17.0	Seniority Applied to Lay Offs and Recalls.....	14
18.0	Transfers to Non-Bargaining Unit Positions.....	14
19.0	Job Posting.....	15
20.0	Leave of Absence.....	16
21.0	WSIB Claims.....	19
22.0	Benefit Plan.....	20
23.0	Short-Term Sick Leave Plan.....	24
24.0	Vacations.....	27
25.0	Paid Holidays.....	29
26.0	Training, Education and Professional Fees	30
27.0	Errors & Omission Insurance	31
28.0	Contracting Out.....	31
29.0	Schedules.....	31
30.0	Termination or Amendment.....	32
	Schedule A – Wages and Job Classifications.....	33
	Schedule B – Compensation Matters, Hours of Work, Schedules, etc.	36
	Schedule C – Memorandum of Understanding – Sick Call in Procedure – Arenas & Pools	44

**Outside
Collective Agreement**

Between:

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

And

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

Article #

1.0 Purpose

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

2.0 Scope

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

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

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

3.0 Discrimination – Respectful Workplace

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

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

4.0 No Coercion

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

5.0 No Strikes or Lock-Outs

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

6.0 Municipality Rights

6.1 General

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

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

6.2 Code of Ethics

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

7.0 Union Security

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

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

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

8.0 Grievance Procedure

Working Days

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

8.1 Grievance Time Frames and Procedure

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

Step 1. Grievance Generated

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

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

Step 2. Department Head Receives Grievance

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

Step 3. Chief Administrative Officer (CAO) Receives Grievance

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

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

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

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

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

9.0 Arbitration

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

10.0 Management Grievances

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

11.0 Union Committee & Office Space

11.1 Committee Make-Up and Purpose

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

11.2 **Bargaining Committee**

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

11.3 **Compensation for Union Committee**

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

11.4 **Office Space**

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

12.0 **Seniority**

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

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

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

- 12.3 Community Services Department (Facility Operator Seniority) – Seniority for Facility Operator I & Facility Operator II, for the purpose of job seniority is defined as having **three (3) years** seniority from their date of hire with the Community Services Facility.

13.0 Probationary Employees

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

14.0 Temporary Employees

14.1 Definition of Temporary Employees

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

- b) It is agreed that the term “casual” means employment of intermittent and of short duration.

14.2 Term of Employment – Temporary Employees

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

14.3 Articles Not Applicable – Temporary Employees

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

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

15.0 Loss of Seniority

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

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

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

16.0 Seniority Applied To Promotions and Transfers

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

- 16.2 a) It is expressly understood that management reserves the right to deny an employee promotion or transfer to a position where such promotion or transfer would result in that employee being directly supervised by an immediate family member.
- b) The term “immediate family” shall be defined to include a **parent, spouse, child, sibling, pibling**, grandparent or grandchild.
Note: pibling is the gender-neutral term for a parent’s sibling.

17.0 Seniority Applied to Lay Offs and Recalls

17.1 Basis for Lay Off

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

17.2 Notice of Lay Off and Address

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

17.3 No Lay Off Due to Contracting Work

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

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

18.0 Transfers to Non-Bargaining Unit Positions

- 18.1 If an employee is, or has been a member of the bargaining unit and is transferred to a position outside this Agreement, and accordingly is not subject to the provisions of this Agreement, the employee shall retain **their** previous seniority for a period not to exceed two (2) calendar years. If transferred back to a position subject to the provisions of this Agreement, the employee shall carry this accumulated seniority, but will not be credited

with seniority accumulated outside the unit. The seniority date will be calculated at the 1st of the month regardless of the date when the employee started during the month.

19.0 Job Posting

19.1 Posting, Advertising & Interviewing:

a) Posting Timeframe:

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

Annual Shutdown Period: It is agreed that no jobs shall be posted for Operations positions within three (3) days prior to or during the annual shutdown.

b) Advertise:

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

c) Interviews:

Qualified candidates will be interviewed in the following order:

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

19.2 Temporary Vacancies

a) Six (6) Week Vacancy:

Temporary vacancies in any classification shall be considered as vacancies that are caused by the absence of the incumbent due to sickness, injury, vacation or other leave of absence. Such temporary vacancies are not required to be posted. However, temporary vacancies which are expected to exceed six (6) weeks shall be offered to the most senior qualified employee willing to accept the position. The Department with the

vacancy will be notified of the vacancy by e-mail and qualified (at prevailing standards) interested employees have 48 hours to respond in writing to the Department. If there is no qualified employee responding to the vacancy and any subsequent vacancies may be filled by a temporary employee.

b) Six (6) Month Temporary Vacancy:

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

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

c) Limit to Applying for Temporary Vacancy:

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

d) Facility Operators

Will only be entitled to transfer to temporary openings where they are expected to last four (4) months or more. Temporary employees who replace such Facility Operators will be temporary employees throughout the duration of the operator's transfer to the temporary position.

19.3 Notice of Successful Applicant

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

20.0 Leave of Absence

20.1 Requests in Writing

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

20.2 **General Leave of Absence**

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

20.3 **A. Union Business Leaves:**

1. **One Bargaining Unit:**

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

2. **Extended Leaves:**

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

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

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

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

20.4 Seniority During Leave

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

20.5 Benefits During Leave

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

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

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

20.7 Paternity Leave

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

20.8 Jury Duty

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

20.9 Bereavement Leave

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

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

21.0 WSIB Claims

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

21.2 Payment During WSIB Claim

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

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

21.3 Recovery of Monies Paid Under Claim

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

22.0 Benefit Plan

22.1 Changes to Benefits

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

22.2 Benefits

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

a) Insurance

i. Group Life Insurance

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

ii. Spousal Life Insurance

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

iii. **Accidental Death & Dismemberment**

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

b) **Extended Health Benefits**

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

Prescription Plan - \$12.00 dispensing cap fee

c) **Co-Payments:**

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

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

d) **Hearing Aid**

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

e) **Vision**

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

2023 - \$600.00

\$300.00 per child annually

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

f) **Dental Plan**

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

- i. 8 Units of scaling per year
- ii. Oral Hygiene Instruction once per year
- iii. Limited Periodontal Examination twice in any 12 month period with a 5 month separation between examinations
- iv. Intra Oral radiographs and Bitewings once in every 12 month period

g) **\$1,000 per year coverage for psychologist/social worker/psychotherapist and clinical counsellor for employee and dependents.**

h) **Long-Term Disability (LTD) (to age 65 maximum)**

- i. LTD wages are calculated at the time of the original absence; any increase, grid movement or negotiated increases, settled after the date of the original illness are effective upon return to work.
- ii. 70% of wages for all positions on the Union Grid
- iii. The employee may elect to pay 100% of their own LTD Premiums.
- iv. No LTD in Notice Period – No Short-Term or Long-Term Disability, will be provided during notice periods applicable to terminations.

22.3 **Benefits During Illness**

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

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

22.4 Employment Insurance

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

22.5 OMERS

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

22.6 Early Retirement Benefits

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

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

22.7 Survivor/Spousal Benefits

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

22.8 Membership – Fitness Facilities

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

22.9 Conversion Options

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

23.0 Short-Term Sick Leave Plan

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

23.2 Length

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

23.3 Eligibility

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

23.4 Application

First day of illness or non-compensable injury.

23.5 Top Up

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

23.6 Unused Days

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

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

23.7 Verification and Second Opinion

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

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

23.8 Exceed 90 Days – Return to Work

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

23.9 Beneficiary/Estate Provisions

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

23.10 Sick Credits (if applicable)

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

24.0 Vacations

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

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

24.2 New Employees

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

24.3 Scheduling Vacation

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

24.4 Seniority

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

- b) Vacation requests for the year must be submitted by March 31st and every effort will be made to post by April 30th.
- c) Vacation request for Community Services Facilities must be submitted by February 28th for shifts from April to December and four (4) weeks in advance for January 1st to April 1st. Community Services will post six (6) month schedules in April and October. The list shall give effect to scheduling vacation dates on the basis of seniority consistent with the efficient operation of the Department. All vacations will be scheduled by the Department Head or designate and may be changed if mutually agreed by both parties.
- d) It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion.

24.5 Vacation Pay

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

24.6 Carry Over

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

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

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

24.8 Exceed 90 Days – Return to Work

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

24.9 Overnight Stay in Hospital – Credit Vacation Back

An employee who is admitted for an overnight stay in the hospital as a result of illness or injury occurring immediately prior to or during their scheduled vacation will have their

vacation rescheduled for the time spent in hospital. Reasonable and appropriate documentation may be requested to support such requests.

24.10 Pro-ration on Hire/Termination

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

25.0 Paid Holidays

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

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

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

25.2 If one of the designated holidays is celebrated on a Saturday or Sunday, it shall be observed on the either Friday or Monday as determined by the Municipality, or paid for

on the same basis as, at the discretion of the Municipality. The decision of which day, Friday or Monday, will be allocated as the holiday shall be conveyed to the Union at least twenty-one (21) days prior to the holiday.

25.3 a) Holiday or Observation Day:

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

b) Payment for Only One Day:

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

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

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

26.0 Training, Education and Professional Fees

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

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

26.3 The Municipality will reimburse each employee, who has a minimum of one year employment with the Municipality and is required to maintain an AZ or DZ license in their current position, up to a maximum of \$150 to cover the cost of the medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry. Only one medical examination per age-based frequency will be eligible for payment. The employee will be required to provide evidence of payment to be eligible for reimbursement.

Should the Ministry of Transportation, or applicable Ministry, no longer require this for maintenance purposes there is no further entitlement for reimbursement.

Positions that identify a DZ license as an asset do not qualify for payment under this article.

As long as the medical information is required to be dropped off in person to the MTO office, with Supervisor approval, employees will be permitted to leave 30 minutes prior to the end of shift to drop off the medical.

26.4 In addition to 26.3 the Municipality will reimburse each employee, who has a minimum of one year employment with the Municipality the renewal fee of for an AZ/DZ license renewal.

26.5 Light Equipment Operator (LEO) Training

Onboarding training will be offered and scheduled for LEOs within 18 months from the date they start working as an LEO or ratification of this agreement (2023). Such training will include the following (or equivalent): Patrol, Stage, Chipper/Chain Saw, and Book 7. Where employees are unable to attend the training due to unforeseen circumstances, they will be offered the next available training opportunity.

27.0 Errors & Omission Insurance

The Municipality agrees to maintain Public Liability and Errors & Omissions Insurance coverage for damages, costs and legal expenses in accordance with the prevailing Municipal policy and to the limits determined from time to time by Council and shall include in the definition of insured under said insurance coverage, all employees while acting in the course of their employment. The protection provided shall be governed by the terms and conditions of such insurance policy.

28.0 Contracting Out

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

29.0 Schedules

29.1 Attached hereto and forming part of the Agreement are:

Schedule A – Wages and Job Classifications

Schedule B – Compensation Matters & Hours of Work

Schedule C – Memorandum of Understanding – Sick Call in Procedure

30.0 Termination or Amendment


This Agreement will be effective from **January 1, 2022 until December 31, 2024** and from year to year thereafter unless either party gives notice in writing within ninety (90) days of the expiry date in any year of their desire to amend or terminate.

In witness whereof the parties hereto have set their hands and seals this ~~March 25, 2024~~ **May 24, 2023**.

Signed, sealed and delivered in the presence of:

The Corporation of the
Municipality of Clarington

Canadian Union of Public
Employees and its Local 74



Mary-Anne Dempster
Chief Administrative Officer

June Gallagher, Clerk



Robert Stiles, President



Matthew Baker, Vice-President, Outside

Schedule A – Wages and Job Classifications

Schedule A Outside - Wages & Job Classifications January 1 - December 31, 2022						
2.0%						
Code	Classification	Start	6 mths	12 mths	18 mths	24 mths
1	Labourer Facility Operator I Building Services I Annual Rate	21.79 45,323	22.99 47,819	24.20 50,336	25.43 52,894	
2	Annual Rate	22.92 47,674	24.09 50,107	25.34 52,707	26.67 55,474	
3	Light Equipment Operator Winter Patrol Annual Rate	25.55 53,144	27.13 56,430	28.71 59,717	30.26 62,941	31.86 66,269
4	Facility Operator II Animal Care Attendant Light Equipment Operator II Building Services II Cemeterian Annual Rate	27.12 56,410	28.78 59,862	30.45 63,336	32.10 66,768	33.78 70,262
5	Arborist Heavy Equipment Operator Operations Technician I Annual Rate	28.78 59,862	30.46 63,357	32.10 66,768	33.78 70,262	35.63 74,110
6	Traffic Technician Annual Rate	30.50 63,440	32.45 67,496	34.31 71,365	36.19 75,275	38.07 79,186
7	Fleet Technician Operations Technician II Forestry Coordinator Leadhand - Facilities Leadhand - Parks Leadhand Operations Leadhand Building Services Annual Rate	32.25 67,080	34.24 71,219	36.22 75,338	38.21 79,477	40.21 83,637
8	Fleet Coordinator (formerly Head Mechanic) Building Technician - HVAC Traffic Coordinator Annual Rate	34.13 70,990	36.28 75,462	38.31 79,685	40.44 84,115	42.53 88,462

Grid and Compensation Criteria per Schedule B

**Schedule A Outside - Wages & Job Classifications
January 1 - December 31, 2023**

2.75%

Code	Classification	Start	6 mths	12 mths	18 mths	24 mths
1	Labourer	22.39	23.62	24.87	26.13	
	Facility Operator I	Annual Rate	46,571	49,130	51,730	54,350
	Building Services I					
2		23.55	24.75	26.04	27.40	
	Annual Rate	48,984	51,480	54,163	56,992	
3	Light Equipment Operator	26.25	27.88	29.50	31.09	32.74
	Winter Patrol	Annual Rate	54,600	57,990	61,360	64,667
4	Facility Operator II	27.87	29.57	31.29	32.98	34.71
	Animal Care Attendant	Annual Rate	57,970	61,506	65,083	68,598
	Building Services II					
	Operations Technician II * Light Equipment Operator II					
5	Arborist	29.57	31.30	32.98	34.71	36.61
	Heavy Equipment Operator	Annual Rate	61,506	65,104	68,598	72,197
	Operations Technician I					76,149
6	Cemeterian *	31.34	33.34	35.25	37.19	39.12
	Maintenance Technician, Buildings & Property					
	Traffic Technician	Annual Rate	65,187	69,347	73,320	77,355
7	Fleet Technician	33.14	35.18	37.22	39.26	41.32
	Forestry Coordinator	Annual Rate	68,931	73,174	77,418	81,661
	Leadhand - Facilities					
	Leadhand - Parks					
	Leadhand Operations Leadhand Building Services					
8	Fleet Coordinator (formerly Head Mechanic)	35.07	37.28	39.36	41.55	43.70
	Building Technician - HVAC	Annual Rate	72,946	77,542	81,869	86,424
	Traffic Coordinator					90,896

Grid and Compensation Criteria per Schedule B

* Pay Equity Change July 17, 2023

Schedule A Outside - Wages & Job Classifications
January 1 - December 31, 2024

2.75%

Code	Classification	Start	6 mths	12 mths	18 mths	24 mths	
1	Labourer	23.01	24.27	25.55	26.85		
	Facility Operator I	Annual Rate	47,861	50,482	53,444	55,848	
	Building Services I						
2		24.20	25.43	26.76	28.15		
	Annual Rate	50,336	52,894	55,661	58,552		
3	Light Equipment Operator	26.97	28.66	30.31	31.95	33.64	
	Winter Patr	Annual Rate	56,098	59,592	63,045	66,444	69,971
4	Facility Operator I	28.64	30.38	32.15	33.89	35.67	
	Animal Care Attendant	Annual Rate	59,571	63,190	66,872	70,491	74,194
	Building Services II						
	Operations Technician II						
5	Light Equipment Operator II	30.38	32.16	33.89	35.67	37.62	
	Arborist	Annual Rate	63,190	66,893	70,491	74,194	78,250
	Heavy Equipment Operator						
6	Operations Technician I	32.20	34.26	36.22	38.21	40.20	
	Cemeterian	Annual Rate	66,976	71,261	75,338	79,477	83,616
	Maintenance Technician Buildings & Property						
	Traffic Technician						
7	Fleet Technician	34.05	36.15	38.24	40.34	42.46	
	Forestry Coordinator	Annual Rate	70,824	75,192	79,539	83,907	88,317
	Leadhand - Facilities						
	Leadhand - Parks						
	Leadhand Operations						
8	Leadhand Building Services	36.03	38.31	40.44	42.69	44.90	
	Fleet Coordinator (formerly Hearl Mechanic)	Annual Rate	74,942	79,685	84,115	88,795	93,392
	Building Technician - HVAC						
	Traffic Coordinator						

Grid and Compensation Criteria per Schedule B

Schedule B – Compensation Matters, Hours of Work, Schedules, etc.

1) Payment Conditions & Grid Criteria

- a) Employees will be paid bi-weekly on Thursday for a pay period ending the previous Friday.

2) Grid Progression

- a) Temporary Employees move through the grid.
- b) Seniority date is used for grid movement.
- c) Incumbents outside the 24 month level from original grid, will not be restricted by future overall grid increases.
- d) A change in name of a classification does not, in itself, speak to any issue regarding work assignment.
- e) Grid Progression During Leaves
Employees shall not accumulate credited service for the purpose of progression through the wage grids during periods of approved leaves of absence, or during periods of absence due to illness or injury in excess of ninety (90) calendar days.

3) Promotion/Transfer to Higher Classification

- a) Permanent Promotion
Employees promoted to a classification with a higher job rate than their own shall be placed at the first increment level on the new classification scale which provides an increase in salary **that represents an annual increase of at least \$500. If the difference between the employee's current rate-of-pay and the highest rate in the new classification is less than \$500 then the employee shall be paid at the end rate of the new classification.** Thereafter, the employee shall move to the next increment level on completion of the required time in the new position within the classification.
- b) Temporary Promotion
 - i. Employees working in a higher classification shall receive the higher rate for all hours worked if more than (4) per day.
 - ii. **Temporary Transfer to Lead Hand (Operations Division)**
Temporary vacancies for Lead Hand positions will be awarded to the most senior qualified, as determined by the Supervisor, LEO, LEO II or HEO, working in the same depot with temporary vacancy.

4) Transfer to Lower Classification

Temporary Transfer

When an employee is detailed to relieve on a temporary basis for any period in a position of lower rating, they shall maintain their regular rate of pay while so assigned.

5) Overtime & Time-in-lieu

- a) Overtime Pay – Regular Days
Authorized hours worked over and above eight (8) hours/day or forty (40) hours/week shall be paid for at the rate of time and one-half (1-1/2) the employee's regularly scheduled rate-of-pay.
- b) Sunday Overtime
The Municipality shall pay double time for all hours worked on a Sunday except where regularly scheduled.
- c) Time-in-lieu of Pay for Overtime
Time off in lieu of overtime may be granted at a rate at which it was worked, either time and one-half (1-1/2) hours or double time for each hour worked, with the approval of the Department Head or authorized manager.
- d) Time-in-lieu Carry-Over
Time-in-lieu earned will be eligible for carry over to a maximum of 20 hours annually, in addition to the vacation carry over days.
- e) Offer of Overtime
Where reasonably possible, scheduled overtime will be offered and distributed equitably to employees who normally perform the work. Employees who are off sick are not eligible for any overtime on the day of the illness, eligibility begins after reporting for the next regularly scheduled shift; exception – **Public Works** and Community Services may offer overtime after midnight on the sick day if work is deemed required
- f) Sunday Conference/Course Time
If an employee is required to register for an approved conference or course on Sunday, pay will be at straight time for actual travel time only and one (1) hour straight time for registration. Mileage will be reimbursed at current rate.

6) Premiums & Classification Criteria

- a) A premium of two dollars (\$2.00) per hour above the employee's classified rate shall be paid for all hours worked on scheduled shifts between 5 p.m. and 6:00 a.m. of the next day, weekend shifts, and winter night/weekend patrol shifts.
- b) AZ licensed (paid by the Municipality) employees' premium: \$2.00 for hours actually operating associated equipment.
- c) Light Equipment Operator assigned to a route operating a combination unit; November 15 - April 1: \$2.00 per hour.
Note: LEO positions agree Pay Equity will not be filed recognizing driving special equipment is compensated in full by premium.
- d) Light Equipment Operator II
 - 1) The Mandatory and optional courses required to achieve the LEO-II classification will be determined by the Director.

- 2) **All required LEO II training and courses will be offered and scheduled by the Department within 4 years from date of hire as an LEO I, and are subject to budget.**
- 3) **Where employees are unable to attend the training due to unforeseen circumstances, they will be offered the next available training opportunity.**
- 4) **If an employee is unsuccessful in meeting the requirements of the course they will be offered the next available course, attendance numbers permitting. Course failures may extend the 4 year time frame to become an LEO II.**
- 5) **If an employee does not participate in the required training, they forfeit the opportunity to become an LEO II. At any time the employee may request to participate and will be scheduled accordingly with no right to priority scheduling.**

e) **Heavy Equipment & Rate Adjustment**

Heavy Equipment: Grader, Gradall, Backhoe, Front-end Articulating Loader, Street Sweeper, Side Boom Mower, Excavator: The Operator will be paid at the 24 month level when operating specified equipment for 4 hours or more. A Heavy Equipment Operator will not be paid less than a LEO II performing the same job on a combination unit, during the same time periods.

f) **Facility Operator**

- 1) Facility Operator II rate of pay will be based on Certification & criteria as determined by the Director of Community Services.
- 2) Facility Operators will remain in the Facilities for a period of **three (3)** years from the date of hire.

7) Standby Pay

- a) Any employee designated to standby duty during other than normal hours of work will receive forty dollars (\$40.00) per day as standby pay for regular dates and sixty-five dollars (\$65.00) on the day a holiday actually falls.
- b) Lead Hands and mechanics that are on call will receive standby pay when on call, and a premium of \$2.00 per hour for each hour called in when on standby.
- c) Standby schedules shall be posted at least one (1) month in advance and shall not be changed without the mutual agreement between the employer and the employee or in the case of an emergency.
- d) Employees must be in a "fit" condition to perform their job duties - i.e. no alcohol.

8) Call-Out Pay

- a) When employees are called out* in an emergency they will not receive less than three (3) hours pay at overtime rates. More than one (1) call out within the same period specified above shall be considered as continuous.
- b) For calls taken and resolved over the telephone, employees are entitled to receive one hour straight time pay or lieu time if approved.

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

9) Meal Allowance/Rest Periods

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

10) Recovery of Overpayment/Monies Owed

- a) Compensation Overpayment
If an overpayment in wages is made resulting from a change in positions or classifications an adjustment may be made through an employee's future earnings.
- b) Monies Owed Upon Leaving
Upon ceasing employment with the Municipality of Clarington, any monies owing under municipally funded programs will be deducted from an employee's final pay owing, including vacation pay owing.

11) Mileage

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

12) Hours of Work, Movement & Schedules

a) Longer Shifts

The Municipality may consider the implementation of longer shifts, in consultation with the employees.

Overtime on any ten-hour shift would be paid after ten (10) hours in a day, forty (40) hours/week

b) Movement Between Departments / Facilities

Depending on workloads, employees may be moved between departments or to different facilities, with two (2) months' notice, or in the case of an emergency, without notice. The employee who is trained and qualified to do the required work, will be transferred.

Animal Services are excluded from this provision.

13) Hours of Work

Note: **Public Works** Clerical & Technical - see Inside Collective Agreement.

Regular work week - Forty (40) hours per week as follows: except as defined otherwise

a) Public Works

- 1) Employees hired externally or from another Department after January 1, 2012 will be scheduled into shifts Monday through Sunday.
- 2) Existing Employees at January 1, 2012: are grandfathered under the prior collective agreement shift schedules (removing specific work location limitations), and will be eligible to volunteer for any newly introduced shifts; if there are no volunteers, the Municipality reserves the right to schedule four (4) of these employees.
- 3) Lunch a one-half (1/2) hour paid lunch per shift. It is understood that employees will remain on site during the rest and lunch periods.

b) Community Services

- 1) Facilities- Shifts in the facilities shall continue as scheduled by the Facility Supervisor.

c) Legislative Services

- 1) Animal Services - generally five (5) consecutive eight (8) hour days - between the hours of 7:00 a.m. and 8:00 p.m. as scheduled by the appropriate supervisors, Monday through Sunday, with the potential to introduce 24 hour coverage.

Note: MLEO positions (Inside Unit) hired after March 2015 will have Animal Services Enforcement duties included in their responsibilities to transition all Municipal Law Enforcement matters to the Inside Unit over time.

14) Schedules

- a) Changes reqSuiRed for shift exchanges, vacation etc. will be posted 30 days in advance if possible.
 - 1) **Public Works** Winter Patrol - posted 30 days in advance
 - 2) Community Services - 6 month schedule to be posted in April and October
 - 3) Animal Services - posted by the 15th of the preceding month

15) Excess Hours of Work/Week Permits

The parties agree to sign **excess hour agreements** to permit work in excess of the regular hours, to a maximum of 60 hours per week and 75 hours per week. The hours of work per day/overtime/working conditions are as established in Schedule B. ESA rules regarding hours free from work and eating periods will apply. The *Highway Traffic Act* governs Certified Vehicle Operator Registered employees. A driver who has accumulated thirteen (13) hours on duty time shall go off for at least eight (8) consecutive hours before driving again. The Municipality will not schedule more than the maximum allowable hours and each employee has an obligation to adhere to the maximum hour limits permissible under legislation.

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

16) Personal Protection Equipment & Clothing

- a) Footwear
 - 1) Permanent and Temporary Employees - are required to wear C.S.A. approved safety footwear which is recommended by the Joint Health & Safety Committee; designated and paid for by the Municipality. **Positions requiring C.S.A. approved rubber boots will have them provided and replaced as necessary upon return of old boots. Replacement shall not be more than every two years.**
 - 2) Probationary Employees - must purchase their own C.S.A. approved boots which will be reimbursed at the end of successful probation.
- b) Tools/Equipment
 - 1) The Municipality will provide such tools and equipment as are necessary to carry out the work of the Municipality. Employees will use such equipment with reasonable care.
- c) Quality/Colour of Clothing
 - 1) The quality and colour requirements of clothing will be the decision of the Corporation.
- d) Clothing Issue - Permanent Employees
 - 1) Parkas & Insulated Overalls - in accordance with the appended Memorandum on Clothing Issue March 6, 1995.

- **New employees will be issued a parka and insulated overalls upon hire. One item may be replaced on a minimum of three years as approved by the Corporation.**
 - Items will be issued to employees who the Corporation has identified as requiring them. The following employees have been identified for issue of parkas or overalls; all Outside employees currently identified on grid.
 - Replacement of parkas or insulated overalls will be on a minimum of three years and as approved by the Corporation.
 - Insulated overcoats and insulated overalls that have been replaced with new ones will remain at the workplace for use in jobs that are considered to be more damaging to clothing.
 - The specifications of the insulated overalls and overcoats will be decided by the Corporation based on the individual needs of the Department.
- 2) **Mandatory** - Employees required to represent the Municipality to the public on an ongoing and continual basis will be required to wear clothing issued by the Municipality. This covers all outside agreement workers except By-Law Enforcement.
- 3) **Annual Issue** - **5** items of employee's choice:
- shirts or reflective T-shirts (long or short sleeve) and/or work trousers
 - 1 pair regular overalls
 - 1 sweatshirt, design at the discretion of the Corporation
- 4) **First Year** - of issue the employee will receive 3 shirts and 3 pair of work trousers.
- e) **Clothing Issue - Temporary Employees**
Temporary employees must purchase the normal department issue.
- f) **Care and Replacement of Clothing**
- 1) **Clothing Condition** - the Corporation reserves the right to request that an employee replace any of the standard clothing issue that is not considered by the Corporation to be in keeping with the Corporate image at the employee's cost.
 - 2) **Replacement** - of articles shall be provided when the old items are turned in to the Department Head.
 - 3) **Purchase**- employees may purchase any of the standard clothing over and above the annual items issued.
 - 4) **Care** - Employees will be responsible for the care of all clothing issued by the Municipality.
- g) **Gloves, Coveralls & Other Issue**
- 1) **Care of Other Issue** - Employees will take reasonable care of any gloves, waterproof clothing, rubber boots, coveralls, smocks, tools, etc., that may be supplied to them and take every reasonable precaution to prevent damage by improper use or loss by theft or carelessness.
 - 2) **Coveralls for Vehicle Service** - The Municipality will maintain a supply of clean blue coveralls to be available for use by those employees who service the Municipality's vehicles.

h) **Mandatory P.P.E. to be Worn (Hats, Vests, etc.)**

All employees, including temporary employees shall be required to wear C.S.A. approved safety hats, vests and reflective clothing in accordance with the *Construction Safety Act* and/or the *Health and Safety Act. C.S.A.*, as supplied by the Corporation.

i) **Ownership of Issued Items**

It is understood that the above tools, equipment and clothing are the property of the Municipality and are not to be removed from the premises without prior permission of the Department Head.

17) First-Aid Kits

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

18) Bulletin Boards & Posting Notices

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

Schedule C – Memorandum of Understanding – Sick Call in Procedure – Arenas & Pools

1) Sick Call Procedure:

- a) Employee Responsibility – immediately advise Supervisor or designate – advise illness and expected return date.
- b) Corporation's Authority:
 - Determine if sick replacement is required
 - Determine is additional staff at other facilities are to be moved considering operation of other facility & change schedule(s)
 - If determined no staff are available to move, follow sick replacement protocol

2) Sick Replacement Protocol: [call in order]

- a) Full-time Facility Operators – Non-scheduled – who normally perform the work in the facility where the shift replacement is required.
- b) **Full-time Facility Operators/Similar Facility [Arena or Pool] – Non-scheduled who normally perform the work in the similar facility.**
- c) **Temporary Staff – Non-scheduled – who normally perform the work in the facility where the shift replacement is required.**
- d) **Temporary Staff/Similar Facility [Arena or Pool] – Non-scheduled who normally perform the work in the similar facility**
- e) Part-time Facility Operators – Non-scheduled – who normally perform the work in the affected facility.
- f) **Full-time Facility Operators -Non-scheduled who normally perform the work at any facility.**
- g) **Part-time Facility Operators/Similar Facility [Arena or Pool] – Non-scheduled who normally perform the work in the similar facility or are trained or experienced in the facility.**
- h) **Full-time Facility Operators – available & possibly already scheduled – pay attention to Employment Standards Act Par VII S 18(3) hours of work restrictions and work within guidelines and work permits.**
- i) **Lead Hands can be called if the result would be the closure of the facility.**

3) Call Process:

- a) Supervisor will maintain Overtime Call-out Record to fair and equitable distribution of overtime.
- b) List commences based on seniority, and rotates through remainder of staff.
- c) Overtime refused will be considered as overtime worked.
- d) Supervisor will document reason for overtime & list of staff contacted & response.
- e) If Facility Operator cannot be contacted, they will not be charged with a refusal.
- f) If Facility Operators not eligible for overtime for sick replacement due to ESA guidelines will not be charged with refusal, and will remain on rotation for future occurrences.
- g) Hours for overtime shift does not affect call-out procedure.
- h) Supervisor continues the rotation process for further overtime requests with the next call-out as the next name on the list – no restart at the top of the list.