

COLLECTIVE AGREEMENT

BETWEEN:



VAUGHAN

THE CORPORATION OF THE CITY OF VAUGHAN

(Hereinafter called the "Employer")

- and -



PART-TIME CLERICAL AND TECHNICAL

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.22**

(Hereinafter called the "Union")

January 1, 2023 – December 31, 2026

CORPORATION OF THE CITY OF VAUGHAN

C.U.P.E. LOCAL 905.22 AGREEMENT

January 1, 2023 TO December 31, 2026

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THIS AGREEMENT entered into this 16th day of February, 2023.

**BY AND BETWEEN:
THE CORPORATION OF THE CITY OF VAUGHAN
(hereinafter referred to as the "Corporation")
of the First Part
- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.22
(Permanent Part-Time Employees)
(hereinafter referred to as the "Union")
of the Second Part**

ARTICLE 1 PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees and to provide machinery for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided.

ARTICLE 2 RECOGNITION

- 2.01** The Corporation recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all part-time clerical and technical employees of the Corporation of the City of Vaughan at its offices in the City of Vaughan, regularly employed not for more than 24 hours per week, who have completed their probation period, in the classifications listed in Schedule "A" of the Collective Agreement, including classifications that are added to the bargaining unit from time to time, save and except for employees covered by a subsisting collective agreement, office coordinators, persons above the rank of office coordinators, program associated staff, confidential secretaries, students employed during the school break periods (e.g. Summer, Christmas, Spring Break, Reading Week, etc.) and those positions specifically identified in Schedules B1 & B2 as being excluded.
- 2.02** The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.
- 2.03** Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.
- 2.04** No agreement shall be made between an employee and a representative of the Corporation that conflicts with this agreement.
- 2.05** With the exception of students (as defined above), and full-time CUPE employees, no City employee who is excluded from the bargaining unit shall perform any job that is covered by the Collective Agreement, when there is a qualified bargaining unit member available, except for instruction, demonstration, or in urgent circumstances necessary to render service to the public.
- 2.06** Within the context of the Collective Agreement, the terms internal applicant and internal appointee refer to Bargaining Unit Employees.

ARTICLE 3 MANAGEMENT FUNCTIONS

- 3.01** The Union acknowledges that it is exclusively the function of the Corporation to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or

that an employee who has completed a probation period has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;

- (c) maintain and enforce rules and regulations governing the conduct of the employees; and
- (d) generally to manage the Corporation and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in the Agreement.

3.02 The Corporation agrees that these functions shall only be exercised in good faith and in a reasonable manner consistent with the provisions of this Agreement.

ARTICLE 4 RELATIONSHIP

4.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, marital status, family status or disability, political affiliation, or membership in the Union or because of activity or lack of activity in the Union.

The Corporation and the Union further agree that every employee has a right to be free from any reprisal or threat of reprisal for the rejection of such behaviour.

4.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Corporation, except as specifically permitted by this Agreement.

4.03 A Labour Management Committee shall be established to discuss topics of concern to employees, Union and the Corporation. The Committee shall meet quarterly, or as required, within fifteen (15) working days of submission of an agenda by the Union or by the Corporation. The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of this collective agreement.

ARTICLE 5 UNION SECURITY

5.01 The Corporation agrees to deduct regular Union Dues, in the amount to be advised by the Union, from each pay due each calendar month from employees covered by this Agreement and to remit the same to the Treasurer of the Union not later than the twentieth day of the same month. A list of additions, deletions and changes will also be supplied.

5.02 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.

ARTICLE 6 REPRESENTATION

6.01 Employees shall have a right to have a Steward or Union officer present at any investigation meeting that may result in discipline.

6.02 The Corporation will recognize a Grievance Committee composed of not more than one (1) of the four (4) employees selected by the Union to be known as “Stewards”.

If during the term of the Agreement, utilization of new buildings requires additional representation, the Corporation will discuss the same with the Union and consider recognition of additional Stewards.

6.03 Employees shall not be eligible to serve as members of the Grievance Committee until they have completed their probationary period.

6.04 The Union shall keep the Corporation notified in writing of the names of its currently authorized members of the Grievance Committee.

6.05 It is understood that Stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours they will not leave their work without first obtaining the permission of their immediate supervisor.

In obtaining such permission the Steward shall state their destination to their immediate supervisor and report again to them at the time of their return to work.

In accordance with this understanding, Stewards dealing with employees' grievances during the Steward's regular hours of work shall not suffer any loss in pay.

6.06 The Union will supply the Corporation with the names of its officers. Similarly, the Corporation will, in January and July, supply the Union with a list of its Management personnel with whom the Union may be required to transact business.

6.07 During orientation, the City will provide all new employees covered by this collective agreement with contact numbers for the Union executive, as provided to the City by the Union.

6.08 The Unit Chairperson or Vice-Chairperson of the Local unit shall be allowed up to one (1) day off per month (without pay) for Union business if requested and cleared through the Chief Human Resources Officer or their designate. There will be no accumulation of such days off.

ARTICLE 7 NO STRIKE NO LOCKOUT

7.01 The Union agrees that during the term of this Agreement there shall be no strikes. The Corporation agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 8 DISPUTE RESOLUTION

8.01 EARLY RESOLUTION PROCESS

For the purpose of this Agreement a grievance shall be defined as any unresolved difference arising between the parties relating to the interpretation, application or administration of the Collective Agreement.

It is agreed that an employee(s) and/or the Union will not have an individual or group grievance unless they have, within five (5) working days on which the circumstances giving rise to the complaint originated or occurred, discussed, with the assistance of their Union representative, the matter with their immediate Supervisor, communicating such meeting is an early dispute resolution, who may involve another member of Management. The immediate Supervisor shall reply to the employee(s) and the Union within five (5) working days of the date of the discussion.

Failing resolution, it may then be taken up as a grievance within five (5) working days of the Supervisor's reply in the following manner and sequence set out below (Step 1 and 2):

It is agreed that the Union will not have a policy grievance unless it has discussed the matter with the applicable Director and Chief Human Resources Officer as appropriate.

Failing resolution, the matter may be taken up as a policy grievance within five (5) working days of the date of the discussion with the applicable Director and Chief Human Resources Officer in the following manner and sequence set out below (Step 2).

8.02 GRIEVANCE PROCEDURE

STEP NO. 1-

The Union, on behalf of the employee(s) will provide the Corporation with written notice of the grievance outlining the nature of the grievance and the remedy sought within five (5) working days of the Supervisor's reply in the Early Resolution Process.

The Union representative and employee(s) shall meet to present the alleged grievance with their Department Head or delegate together with the HR representative. The meeting will take place within five (5) working days of receipt of the notice; failing settlement, the Department Head or delegate shall deliver their reply in writing within five (5) working days following presentation of the grievance to them. The Union has five (5) working days after the reply is given to file Step 2 grievance with the Corporation.

STEP NO. 2-

The Union shall present the alleged grievance in writing at a meeting with the appropriate Deputy City Manager or delegate and the Chief Human Resources Officer or designated HR Manager within ten (10) working days of the Union filing Step 2 grievance, outlining the nature of the grievance and the remedy sought. A Staff Representative of the Union may be present at the request of the Union.

It is understood that the Deputy City Manager shall have such counsel and assistance as they may desire at any grievance. Failing settlement, the reply of the Deputy City Manager shall be delivered to the Union in writing within ten (10) working days after the meeting takes place.

Policy grievances shall be filed at Step 2 of the grievance procedure with the City Manager or their appointee. The meeting shall be chaired by the Chief Human Resources Officer or designated HR Manager.

- 8.03** Replies to grievances stating decision and reasons shall be in writing at steps 1 and 2.
- 8.04** Failing settlement following step 2, and if the grievance is to proceed to arbitration, such grievance shall be submitted to arbitration within twenty (20) working days from receipt of the written reply under Step 2.
- 8.05** It is agreed that the Union may act on behalf of an employee(s) who is unable to file a proper grievance, initiating the grievance at the appropriate Step. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.
- 8.06** No adjustment under the Grievance Procedure or Arbitration Procedure shall be made retro-active prior to the date the grievance was formally discussed or presented to the Corporation under the Grievance Procedure except as to bookkeeping error involving an employee's wages and any grievance regarding discharge or suspension without pay will be deemed to have been filed on date of such suspension or discharge.
- 8.07** The grievor(s) shall have the right to be present at all meetings held to resolve or discuss their grievance. The parties will endeavour to have an equal number of labour and management participate in meetings in steps 1 and 2.
- 8.08** It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement.
- 8.09** At any time after either party has requested Arbitration, either party may provide the other party with a written request to have the matter heard by a Mediator agreed to by both parties, in an attempt to find a resolution, before proceeding to Arbitration under this provision. The opposing party shall provide a written response to the request within fifteen (15) working days of receipt. If the parties do not agree to a Mediator, or if the matter is not settled at Mediation, any party may advise the other in writing that it will be proceeding to Arbitration in accordance with Article 10.

ARTICLE 9 DISCHARGE CASES

- 9.01** It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed their probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.

A claim by an employee who has completed their probationary period that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 2 prior to 12:00 noon on the fifth (5) working day after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Corporation's action in dismissing the employee;
- (b) reinstating the employee with payment to them for such time lost due to the discharge at their regular rate of pay for their normally scheduled work for such period less any amounts of money earned by the employee during such a period; any other arrangement which may be deemed just and equitable.

9.02 NOTATIONS TO EMPLOYEE FILE

Any non-disciplinary Letter of Expectation shall be removed after twenty-four (24) months if the Employee has not received further counsel for the same or similar action. Letters of Expectation will not be subject to the Grievance Procedure.

ARTICLE 10 ARBITRATION

- 10.01** Within ten calendar days of the request by either party for arbitration, each party shall notify the other in writing of the 3 proposed names of arbitrators.
- 10.02** Should the parties fail to agree on the name of an impartial arbitrator within 21 calendar days, either party may request the Ministry of Labour to appoint an arbitrator by letter addressed to the Ministry and copied to the other party.
- 10.03** No matter may be submitted to arbitration which has not been carried through all requisite steps of the Grievance Procedure.
- 10.04** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.05** The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.06** Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.
- 10.07** The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties of this Agreement in writing.
- 10.08** A grievor, Steward, or their designate, representing the grievor, and the Unit Chair or Vice Chair shall not lose any pay for scheduled time missed and spent at an arbitration hearing. Any employee with a legally vested interest who is a proper party in the business shall not lose any pay for scheduled time missed and spent at an arbitration hearing.

Employees who are identified by the City as necessary witnesses required to give testimony at the arbitration hearing shall not lose any pay for scheduled time missed and spent giving testimony at an arbitration hearing.

10.09 At any time after either party has requested Arbitration under Article 8.03, either party may provide the other party with a written request to have the matter heard by a Mediator agreed to by both parties, in an attempt to find a resolution to any matter proceeding to Arbitration under this provision. The opposing party shall provide a written response to the request within fifteen (15) days of receipt. If the parties do not agree to a Mediator, or if the matter is not settled at Mediation, any party may advise the other in writing that it will be proceeding to Arbitration in accordance with Article 10.

ARTICLE 11 SENIORITY

11.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification of the Union. Seniority shall operate on a bargaining unit wide basis.

11.02 (a) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list until after the employee has completed the lesser of 875 hours or 6 months of continuous active employment with the Corporation. Upon completion of such probationary period the employee's name shall be placed on the seniority list with seniority dating from the time the employee was last placed on the active part-time payroll of the Corporation.

(b) Any employee who is hired permanently into the bargaining unit with no break in service and who successfully completes the Probationary Period, shall have their temporary Part-time continuous service recognized as Seniority, provided that the temporary Part-time service exceeds the probationary service.

11.03 SENIORITY LISTS

The Corporation shall maintain a seniority list showing the date upon which each employee commenced employment in the Bargaining Unit (as per 11.02a) and the person's classification. An up-to-date seniority list shall be posted twice a year in January and July.

A copy of the above-mentioned seniority list (also including home address and phone number, if available) shall be mailed to the Unit Chairperson and to reception@cupe905.com at the same time.

11.04 TERMINATION AND LOSS OF SENIORITY

Notwithstanding the provisions of 11.01, an employee shall lose all seniority and shall be deemed to have terminated their employment if the employee:

(a) resigns, and does not rescind within two (2) business days, or retires from the employ of the Corporation;

- (b) is employed in a non-Union position or a position within another bargaining unit, and does not return to a Part-time Unit position within 730 calendar days;
- (c) is discharged and is not reinstated;
- (d) is laid off for a period of more than twelve (12) months;
- (e) is absent from work without permission for three (3) consecutive working days unless a reasonable explanation is given by the employee;
- (f) fails to return to work upon termination of an authorized leave of absence unless a reasonable explanation is given by the employee or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (g) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a reasonable explanation is given by the employee;
- (h) is absent from work due to illness or disability which absence continues more than twenty-four (24) months and they are no longer able to fulfil the basic obligations associated with their employment in the foreseeable future;
- (i) while in receipt of workers' compensation benefits from the Workplace Safety and Insurance Board, has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than twenty-four (24) months from the date of the injury.

11.05 RELATIVELY EQUAL

In cases of promotion, or lateral transfer, to classifications in the bargaining unit, where two or more applicants are relatively equal in terms of the skill, aptitude, qualifications and job efficiency that relate to the position, the senior employee shall be entitled to the position. It is understood that in the assessment of relative equality between applicants, the Corporation shall show a demonstrable difference between the successful applicant and the senior applicant if the senior applicant is unsuccessful.

11.06 LAYOFF AND RECALL

In cases of layoff and recall from layoff, seniority shall govern, provided the employees have the qualifications to perform the work available. It is understood that probationary employees shall be first laid off.

Unless legislation is more favourable to the employees, the Corporation shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of permanent layoff which is expected to exceed five (5) working days. If employees have not had the opportunity to work their regular scheduled work days during the said thirty (30) calendar days, they shall be paid for the days on which work was not made available.

LAYOFF PROCEDURE

1. In the event of a layoff, Employees shall be laid off in the reverse order of their seniority within their job classification.
2. An Employee who is subject to a permanent layoff shall have the right to select any of

the following options:

- a. Accept the layoff; or
 - b. Be reassigned into a permanent position which they have the required skills and qualifications to perform that the Employer has declared vacant and intends to fill.
 - c. Displace (bump) the most junior Employee within the same job level or the most junior Employee in a lower-level classification, provided that they have the required qualifications and ability to do the work. Where the qualifications and ability are deemed to be relatively equal, seniority shall govern.
 - d. No Employees shall be displaced from their home position where there is a suitable vacancy(s) for the laid off Employee to be reassigned to.
 - e. Be placed on the recall list, for up to 12 months from their date of layoff notice.
 - f. Accept a position in a temporary vacancy that exists with the Employer. An Employee who obtains a temporary position rather than being laid off shall, at the end of the temporary position, be placed on the recall list for 12 months from their original date of layoff, or 4 months from the end of their temporary assignment, whichever is greater, should a permanent placement not be found by the end of their temporary assignment.
3. The Corporation will assess whether the Employee has the skills, ability and required qualifications to perform the job, which may include a combination of job-related testing, interview, and evaluation of performance during the trial period.
 4. No Employee shall be placed in a vacancy or displace an Employee/position that is higher paid than the position they were laid off from.
 5. Employees placed into vacancies or who have displaced more junior Employees are subject to trial period provisions under the Collective Agreement.
 6. If the Employee is placed into a vacancy and the trial period proves unsatisfactory in their placed position, they shall be placed on the recall list and will only be considered for vacancies for 12 months from the original date of layoff.
 7. If the Employee is placed into a position through displacement of a junior Employee and the trial period proves unsatisfactory, they shall be placed on the recall list and will only be considered for vacancies for 12 months from the original date of layoff. No further displacement will be considered.
 8. Employees are permitted to displace a more junior Employee only once during a layoff process. If the above-mentioned displacement is deemed unsuitable, the Employee is then placed on the recall list, for 12 months from their original date of layoff.
 9. Employees placed on the recall list will be considered for vacancies at or below their level, prior to the position being posted. It is understood that no new Employee will be hired to perform work that an Employee on layoff is capable of performing.
 10. Employees on the recall list shall have one right of refusal of a permanent placement within their classification level. Should they refuse a second recall to a permanent placement in their classification level, the Employee will be terminated.

11. Employees impacted by displacement will be provided with layoff notice and procedure in accordance with the rights and entitlements of this article.
12. If an Employee is displaced as a result of a layoff, and their home position becomes available as a result of an unsuccessful 3-month trial period, the displaced Employee shall have the right to return to their home position.

Employees shall have their benefits, where applicable, in accordance with the Collective Agreement, for the length of the notice period. Where an Employee is on layoff for a period greater than the notice period, the Employee shall be given the option, where applicable, to continue the benefits, in accordance with the terms and conditions of the Collective Agreement. If the Employee elects to continue benefits, the Employee shall pay both the Employee and Employer premiums, for up to 12 months from their date of layoff.

11.07 TRANSFER OUTSIDE THE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. Except as provided in Article 11.04(b), if an employee is transferred to a position outside the bargaining unit, the employee shall retain the seniority acquired at the date of leaving the unit, and shall continue to accrue seniority, provided that the employee returns to the bargaining unit within 730 calendar days. If the employee is not returned to the bargaining unit within the 730 calendar days, all seniority shall be lost.

The individual designated as Supervisor, shall receive relief pay when:

- a) the work constitutes the full portion of a workday preceding or following a lunch break or more and;
- b) the duties assigned to the individual designated Supervisor are beyond the individual worker duties, as prescribed by OHSA requirements; or
- c) the duties assigned to the individual designated as Supervisor are beyond the decision expectation parameters of the bargaining unit job description.

When required by the Corporation to relieve temporarily in a management position the employee shall receive a premium of one dollar (\$1.00) per hour above their regular straight time rate of pay or the minimum rate for the position, whichever is greater, for all hours so assigned.

11.08 JOB POSTINGS

For all permanent position vacancies intended to be filled, the Corporation shall post notices with the information as indicated in schedule 'C' on all bulletin boards for a minimum period of one week and shall send a copy to the Unit Chairperson.

The Corporation reserves the right to revisit completed recruitments posted within three (3) months of a position being filled that has been vacated by an Employee within their trial period.

For the Community Centre Administrative Clerk position, the Corporation shall have an on-going posting to create a pool of applicants to draw from.

Employees who have completed their probationary period may make written application for such permanent job vacancy within such posting period and will receive acknowledgement of their applications. Employees will be limited to one lateral transfer in a twelve month period. The Corporation will interview internal applicants who meet the qualifications as outlined on the job posting.

Every effort will be made to fill posted vacancies within three months of the closing date as noted on the job posting. The employee who is the successful applicant to a posted position and who is required to remain in their current position until a replacement is hired will receive their new rate of pay no later than two weeks after accepting the new position.

The Corporation may choose to advertise the vacancy externally concurrent to the internal posting. All current internal applicants who have applied for the position will be considered and a selection decision will be made prior to considering external applicants. Human Resources will meet with the interviewed and/or tested applicant(s) to review the outcome of any interview if unsuccessful, within eight (8) weeks of the employee receiving notification, and if requested by the employee.

Where there is no successful qualified applicant, the Corporation reserves the right to interview unqualified applicants who have applied for the posted position prior to considering external applicants.

It is understood that nothing in the Article restricts the right of the Corporation to temporarily assign an employee to a job currently posted, on an acting basis, until the posting procedure has been complied with and arrangements made to permit the employee selected, if any, to fill the vacancy.

Promotion shall mean a transfer to an occupational classification in the bargaining unit that is paid at a higher rate of pay. Lateral transfer shall mean a transfer to an occupational classification in the bargaining unit that is paid at the same level of pay as the employee's current rate of pay.

The selection process will be applied to all applicants in the following manner:

The Corporation will consider the following factors during the selection process:

In cases of promotion, the following factors shall be considered:

- (a) posted qualifications;
- (b) demonstrated skills and abilities as required for the posted position;
- (c) demonstrated work performance.

Where two or more applicants are deemed to be equal under (a), (b) and (c), seniority shall govern.

11.09 JOB TESTING

1. Testing for jobs will be administered through Human Resources or appropriate designate.

2. The test correlating to a particular position will be the same test taken by all applicants for that particular posting.
3. The marking of a test or grading of a test will be managed through Human Resources or appropriate designate.
4. Tests will be relevant and relate to the scope of the position and stated education as outlined in the job description.
5. The minimum percentage or mark required to have passed a test will be determined prior to commencement of any testing, and will be conveyed to the applicants prior to the test.
6. The applicant must obtain or exceed the minimum percentage mark of the test in order to be considered further for the job competition.

11.10 ACTING ASSIGNMENT

Employees backfilling in other CUPE Bargaining Units (i.e. 905.20 and 905.21) shall continue to accrue seniority in accordance with Article 11, shall retain all rights and entitlements afforded under the Part-time (905.22) collective agreement and shall be paid in accordance with the applicable collective agreement.

Such acting assignment(s) shall not exceed twenty-four (24) months, unless extended by mutual agreement between the parties.

11.11 TRANSFER TO HIGHER CLASS

Where an employee is temporarily required by the Corporation to assume the job duties of a higher rated classification than the employee's own classification, and such assignment of duties is for three (3) hours or more, the employee shall receive either the Step 1 rate or the Job Rate, whichever is the next highest from their regular classification, for the job classification to which assigned, for the period such duties are performed, and the employee will thereafter receive such regular job-rate increases as per schedule A. For clarity, any consecutive time worked in the higher class will count toward the employee's entitlement for rate increases.

11.12 TEMPORARY EMPLOYEES

Temporary employees are hired from outside the 905.22 bargaining unit to do temporary assignments for the following purposes:

To replace a permanent employee on an approved absence, not to exceed 24 months duration; or

To complete tasks resulting from work surge programs, not to exceed nine (9) months duration.

In special circumstances a temporary assignment outside of the timeframes listed above may be extended by mutual agreement by the Corporation and the Union.

The Union shall be notified in writing of the name, the position and the term of each temporary employee.

A temporary employee who has completed a temporary assignment may be re-employed in a temporary assignment after a two (2) week break in service for 'work surge' temporary placements.

A temporary employee who has completed a temporary assignment may be re-employed in a temporary assignment after a two (2) week break in service to replace a permanent employee on an approved leave.

Temporary employees shall not be covered by any of the terms and conditions of this Collective Agreement except the established pay rates as set out in Schedule "A" and Holidays as set out in Article 16.01. Union dues will be deducted in accordance with Article 5.01.

Authorized work performed by a temporary employee on a statutory holiday shall be paid at the rate of 1½ times the temporary employee's straight time rate.

Vacation pay will be paid in accordance with the terms and provisions set out in the Employment Standards Act as amended from time to time.

11.13 NO QUALIFIED INTERNAL APPLICANTS

The Corporation may, at its discretion, when there are no qualified internal applicants, promote the senior internal applicant with the potential to become qualified within a reasonable period of time or may hire a new employee with the necessary qualifications.

Any employee so promoted will be given a trial period and may revert to their former position in accordance with 11.14 or if the required qualifications are not met within the agreed reasonable period.

11.14 TRIAL PERIOD

The employee shall be placed on trial for the lesser of 288 hours or 12 weeks of active employment. In the event the successful applicant proves unsatisfactory in the position during the trial period, they shall be returned to their former position, wage or salary rate, without loss of seniority.

In the event that the employee wishes to return with their former position, they have the right to return to their former position within 12 weeks of the appointment date. The employee shall be returned to their former position, wage or salary rate, without loss of seniority.

During the trial period the applicant is restricted from applying for any other vacancies unless the vacancy results in a promotion.

11.15 NOTIFICATION TO UNION

The Unit Chairperson will be notified of all changes within the bargaining unit, including promotions, demotions, hirings, transfers, resignations, retirements, other terminations of employment, or any proposed lay off or recalls from lay off.

ARTICLE 12 LEAVE OF ABSENCE

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

12.02 BEREAVEMENT

In the event of a death in the immediate family of an employee covered by this Agreement, the Corporation agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for any absence for the previously scheduled shifts up to a period of five consecutive (5) days for the purpose of making arrangements for or attending at the funeral. Immediate family shall mean father, mother, stepmother, stepfather, spouse, brother, sister, child, mother-in-law, father-in-law, ward or guardian. Employees will be granted leave for the previously scheduled shifts for a period of up to three (3) consecutive days on the same basis in the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, or first-generation niece or nephew.

12.03 The Corporation agrees to grant leave of absence without pay and without loss of seniority for Union business to employees selected by the Union to attend conventions or conferences. It is understood, however, that the cumulative total of leave of absence granted under this section shall not exceed 5 working days in any calendar year and that requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave.

The Corporation will consider substitutions in the event that the employee granted leave is unable to utilize said leave. It is further understood that no more than one (1) employee from any one department or classification shall be absent at the same time.

The Corporation may deny the request for leave of absence for one (1) person where two (2) apply from the same department or classification.

12.04 PREGNANCY/PARENTAL LEAVE

- a) Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant employee who has completed thirteen (13)

weeks employment will be granted leave in accordance with the Employment Standards Act.

- b) Unpaid Parental Leave shall be in accordance with the Employment Standards Act.
- c) The following provisions apply to Parental and Pregnancy Leave:
 - (i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer, unless the employee elects in writing not to do so.
 - (ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.
 - (iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to their leave.
 - (iv) All written notifications will be in accordance with the Employment Standards Act, time limits.
- (d) The employee shall provide the Corporation with at least two weeks notice in writing of their date of return to work. On returning from maternity/ parental leave, they shall be placed in same or comparable position held prior to their leave. If the former position no longer exists, they shall be placed in a comparable position.

ARTICLE 13 BULLETIN BOARDS

13.01 The Corporation will provide bulletin board space in an area designated by the Corporation for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union.

ARTICLE 14 SALARIES

14.01 The Corporation shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

14.02 Statement of earnings shall be made available to employees.

14.03 Part-time employees who have been employed for 1 year that have left for less than 6 months and are re-employed, may start at the Job Rate of the salary scale.

14.04 MILEAGE

The City shall pay Union representatives (i.e. executive members and Stewards) mileage in accordance with its milage reimbursement policy when required to use their personal vehicle to attend Union-Management meetings (e.g. driving from the JOC to attend a grievance meeting at City Hall). Milage reimbursement shall not apply under the following conditions:

- a. When attending Union meetings
- b. When on Union leave
- c. Meeting with Employees to discuss Union matters/issues

- d. Driving to a Union-Management meeting from home at the beginning of the day
- e. Driving to a Union-Management meeting at the end of the day and then driving home right after
- f. Driving to mediations, arbitration hearings and negotiations.

ARTICLE 15 HOURS OF WORK

15.01 Employees shall work the hours scheduled by the Corporation which will be up to Twenty-four (24) per week averaged over a period of up to four (4) weeks.*

The averaging of hours shall not constitute a contravention of this collective agreement.

The Parties agree that the normal scheduling practice shall be the scheduling of shifts no less than four (4) hours in duration. Any regular scheduling of shifts less than four (4) hours in duration shall be mutual consent of the Corporation and the Union. Employees scheduled to work in excess of five (5) hours shall receive an unpaid 30 minute meal break in accordance with the Employment Standards Act. However, employees where required by the Corporation shall take their meal break at their work station and shall be paid for the meal period. Reasonable personal breaks shall be permitted. Where required, employees shall work shifts on weekends and holidays if so scheduled.

Employees who are unable to work their scheduled evening or weekend shift for valid reasons shall be required to utilize reasonable efforts to find a qualified replacement for their absence from work unless prevented from doing so by emergency circumstances. In such cases, the Corporation shall not be responsible for payment of any monies in addition to those which the scheduled employee would have earned had such employee not been absent from work. Equally, where two (2) employees mutually agree to exchange shifts, no additional payment will be made by the Corporation to either employee. All instances of shift trading or substitution must be reported to the Supervisor or designate, and are subject to the Supervisor or designee's approval.

Recognizing that there may be exceptional circumstances where approval cannot be obtained in advance, provided operational needs are met, a maximum of six (6) shift changes or substitutions may occur annually where approval is obtained after the shift is worked.

The Corporation does not guarantee any hours of work per day or per week or to pay for any time not worked except as specifically provided for in this Agreement.

*NOTE: Any change to current averaging practices shall be discussed with the Union prior to implementation.

15.02 Authorized work performed in excess of forty-four (44) hours in a week will be paid at time and one-half (1.5) the regular hourly straight time rate.

The Corporation shall, whenever practical, offer work which it determines must be performed as overtime, to qualified part-time employees who normally perform the work in

question. The opportunity to work overtime shall be equitably distributed among those employees who normally perform the work where that is possible considering employee availability and the urgency of the work required to be performed.

There shall be no pyramiding or duplication of overtime premiums or other premium rates of pay contained in this Agreement.

15.03 An employee who is required to work three (3) or more hours past the scheduled conclusion of their shift shall be provided with a meal by the Corporation or payment in lieu thereof of \$15.00.

15.04 An employee who has left the Corporation's premises and who is called into work outside of their regular scheduled hours shall receive a minimum guarantee of at least three (3) hours of work or pay in lieu thereof.

Standby for Employees in the Animal Services Unit scheduled by the Corporation to be on call shall be paid 1.5 hours at their regular straight hourly rate per day. Standby period shall commence at the conclusion of the Employee's work on the day on which they are scheduled to commence on call duty. While on scheduled standby, Animal Services Officers shall receive 1.5 hours of pay at their regular rate of pay for the purposes of responding to at least one telephone call/incident, which is 15 minutes or more, that does not require the Employee to physically attend the workplace. Each call shall be documented in a manner as determined by Management. It is understood and agreed that the Corporation, in addition to any further action it deems advisable, has no obligation to pay standby pay where the Employee on standby was not readily available for work.

15.05 Employees who are scheduled or sent by Management to multiple locations during a shift shall be entitled to mileage allowance for travel between locations as per the Corporate guideline.

15.06 It shall not be a violation of this Agreement for the Corporation to temporarily assign a bargaining unit employee to work full-time hours. In such cases, the employee will continue to be covered by all provisions of this collective agreement. No employee shall be required against his or her will to temporarily work full-time hours as their regular schedule.

ARTICLE 16 HOLIDAYS

16.01 Employees shall be entitled to the following holidays with pay:

| | | |
|----------------|------------------|------------|
| New Year's Day | Good Friday | Family Day |
| Victoria Day | Canada Day | |
| Labour Day | Thanksgiving Day | |
| Christmas Day | Boxing Day | |
| Easter Monday | Civic Holiday | |

16.02 An employee's public holiday pay shall be equal to: the total number of hours paid, at straight time rates, during the four work weeks immediately before the work week in which the public holiday occurred, divided by 20, multiplied by the employee's regular hourly rate of pay, including vacation pay.

- 16.03** In order to qualify for public holiday pay, the employee must work the full scheduled shift on each of the employee's scheduled working days immediately preceding and immediately following the public holiday concerned except in cases of excused absence satisfactory to the Corporation.
- 16.04** Any employee required to work on a public holiday shall be paid for all authorized work performed on such holiday at 1.5 times their straight time rate of pay for all hours worked in addition to their public holiday pay.
- 16.05** Any employee scheduled to work on a public holiday who does not report for work shall forfeit their public holiday pay except in cases of excused absence satisfactory to the Corporation.
- 16.06** Employees who have passed their probationary period who require time off from work for critical personal needs, may after notifying their Supervisor and with the Agreement of their Department Head, be entitled to one personal day annually that can be applied to one scheduled shift. This time off should only be granted for such reasons as serious illness of the spouse or child, religious holidays, house fire, etc.

ARTICLE 17 VACATIONS

- 17.01** Employees shall be entitled to a vacation period of two (2) weeks per year following the completion of one (1) year of employment. Employees shall be entitled to a vacation of three (3) weeks following completion of five (5) years of employment. Employees shall be entitled to a vacation of four (4) weeks following the completion of ten (10) years of employment. Five (5) weeks after fifteen (15) years.

Vacation pay, calculated as a percentage of the regular earnings (exclusive of vacation pay paid) will be included on each bi-weekly pay cheque unless the employee elects to receive earned vacation pay when they take their vacation as per Article 17.03. The rate of vacation pay will be determined in accordance with Article 17.02.

- 17.02** The following schedule of vacation pay will also apply to employees in this bargaining unit:

After 5 years worked – 6% of earnings as defined above
After 13 years worked – 7% of earnings as defined above
After 20 years worked – 8% of earnings as defined above

- 17.03** In accordance with Letter of Intent #1, employees will have the option to elect to receive earned vacation pay on each bi-weekly pay or receive their accrued vacation pay when they take vacation. All employees entitled to vacation under Article 17.01 shall be entitled to one (1) unbroken calendar week of vacation upon completion of one (1) year of employment. All subsequent requests for unbroken calendar weeks of vacation will be granted by mutual agreement between the employee and the Corporation having regard to operational requirements which shall include the fact that full time employees have priority for vacation selection.

- 17.04** Vacation time is not cumulative and must be used up by year end or it shall be forfeited save and except for vacation entitlements legislated by the *Employment Standards Act '2000*.
- 17.05** In the event that a public holiday falls within the vacation period of any employee who has completed their probationary period, their vacation may at the employee's discretion be extended by an extra day.
- 17.06** Choice of vacation periods by seniority ends at April 30th of that same calendar year. It is recognized that the final decision regarding vacation scheduling rests with the Corporation. The Corporation shall, where possible, take seniority into account when scheduling employees' vacations. The Union recognizes that the scheduling of vacation must be done having regard to the vacation schedules of full-time employees.

ARTICLE 18 GENERAL

- 18.01** Correspondence arising under the provisions of this Agreement, except where otherwise provided, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Unit Chairperson and, if to the Corporation, to the Chief Human Resources Officer (with copies to the City Manager and City Solicitor).
- 18.02** The Corporation agrees to provide each new employee covered by this Agreement with a copy of the Collective Agreement. The cost of printing the Agreement in book form shall be paid 50% by the Corporation and 50% by the Union.
- 18.03** Job classifications shall be identified in Schedule "A".
- 18.04** The Corporation agrees, during the term of the Agreement, to provide certain clothing to employees covered by this Agreement on the basis set out in Schedule "D" attached hereto. It is understood that such clothing shall remain the property of the Corporation and shall be worn by employees while on duty and not otherwise.
- Employees must return such clothing on termination of employment or where replacement is requested.
- Employees working in areas where the Corporation requires safety footwear to be worn, will provide their own appropriately rated safety footwear. They will be reimbursed, upon submission of proof of purchase, the cost up to \$300.00 (Three Hundred Dollars) every two years, (with no breakdown).
- 18.05** The Employer agrees to notify the Union as far in advance as possible before introducing any technological changes which effect the rights of Employees, conditions of employment, wage rates, or work loads. If and when the Employer should alter the work methods now in effect, no Employee shall have their employment terminated by reason thereof. Any job training required by reason of technological change shall be without loss of pay, but in any event no incumbent shall suffer a loss in wages by reason of technological change.
- 18.06** In this Agreement active employment shall not include periods of unauthorized time absent from work in excess of one (1) week for any reason.

- 18.07** Any notation of a reprimand or disciplinary action placed on an employee's record shall be removed, at the employees' request, after an elapsed period of twenty-four (24) months from the date the discipline was issued provided that the employee has not received a further notation for the same or a similar type of infraction. Once removed, the notation shall not be used against them.
- 18.08** Employees can access corporate policies including, but not limited to, the Respectful Workplace Policy and the Workplace Violence Policy on the City's intranet.
- 18.09** The Corporation agrees to reimburse employees who have completed the probation period for the cost of tuition and books for job-related training courses, where approved in advance, in accordance with the Corporation's policy respecting this matter as that policy may be amended from time to time.

The Corporation will provide on-the-job training where feasible, without pay. Accordingly, an Employee may be allowed an opportunity to learn the work of other positions, outside of their scheduled work hours, subject to Management approval.

ARTICLE 19 JURY DUTY

- 19.01** An employee required to serve as a Juror or subpoenaed to appear in court as a witness and who, therefore, is unable to perform their scheduled shift shall be entitled to receive for each day of absence the difference between their regular straight time rate for all hours lost and the amount of jury fee received provided the employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee received during the normal work week.

It is understood that such leaves will not constitute a break of service.

ARTICLE 20 BENEFITS

- 20.01** The Corporation shall pay the Ontario Employer Health Tax (OHIP) unless otherwise determined by legislation.
- 20.02** Part-time employees may elect to participate in OMERS in accordance with the OMERS Act. The Corporation shall provide OMERS with a list of eligible employees; whereby the offer of enrollment to employees shall be made by OMERS.
- 20.03** Life Insurance - 1.5 of salary, premium 65/35 (Corporation/employee) cost sharing after 6 months of continuous employment, provided the employee works at least 15 hours per week.
- 20.04** The Corporation agrees, during the term of this Agreement, to pay 65% of the cost of the premiums for the following plan for each eligible employee in the bargaining unit and in the active employ of the Corporation. These benefits are provided to bargaining unit employees who have been continuously employed by the City for five (5) years and who have worked a minimum of 700 hours per year for at least the last five (5) years. Participation in the benefit program shall be voluntary for employees who may elect annually whether or not to participate and subject to the underwriting provisions of the carrier.

The employee shall pay 35% of the billed premiums for such benefits via payroll deduction and the City shall pay 65% of the billed premiums.

- (a) A.D.D. (1.5 times annual salary)
- (b) L.T.D. (75% monthly earnings max. \$2,500.00 per month, indexed; waiting period of 119 calendar days)
- (c) Dental Insurance
 - 1 year lag ODA fee schedule for each year of the collective agreement
 - Orthodontics (50%) - \$3,000.00 lifetime maximum per family member
 - Crowns, Inlays, and Caps (50%) - \$1,500.00 annual maximum per family member
- (d) Prescription Drugs: Prepaid with card and \$3.00

Vision Care: \$400.00 each 24 months (with no breakdown) – includes eye exam and laser eye surgery

- (e) Healthguard services including hearing aids (hearing aids coverage to \$750.00 every four (4) years) and other services and supplies

Major Medical deductible - \$25.00/single coverage - \$50.00/family coverage

- (f) Semi private hospital room coverage
- (g) Other adjustments to benefits:
 - No per visit max except as is reasonable and customary as determined by the Carrier
 - Chiropractic/Massage - \$750.00 annual maximum combined
 - All other paramedical (including Acupuncture, MSW, Psychoanalyst & Psychotherapist in paramedical coverage) - \$1,000.00 annual maximum combined

20.05 Temporary employees will not be eligible for coverage in 20.04 above.

20.06 For employees who have completed the probation period, the Corporation agrees to grant a 75% discount off the adult rate (Vaughan resident category) for Fitness Centre membership. The balance of the cost shall be paid by the employees either in a lump sum at the start of each month (pre-authorized deduction, including administrative charges) or by payroll deduction. If an employee does not have a pay cheque from which the deduction can be taken, the fitness membership will be cancelled unless the employee has made other arrangements to pay the bi-weekly amount to be deducted.

ARTICLE 21 DURATION

21.01 Unless otherwise specified, this Agreement shall be in effect from the date of ratification until December 31, 2022 and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

21.02 In accordance with the Ontario Labour Relations Act, negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph, unless mutually agreed otherwise.

21.03 With respect to negotiations referred to in Section 21.02 above, the Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than two employees in the bargaining unit plus the Unit Chairperson or their designate. Members of the Committee shall not suffer any loss of pay or benefits for scheduled hours missed due to direct negotiation meetings with the Corporation. A maximum of (five) 5 days per employee will be paid by the Corporation. Members of the Bargaining Committee have the right at any time to have the assistance of representatives of the Union during negotiations.

The Negotiating Committee shall be entitled to have present and be represented by the assigned CUPE National Representative at all negotiating meetings between the Union and the Corporation.

21.04 Alternate members of the Negotiating Committee who have been previously identified will also be granted leave, without pay, to participate in the one day of preparation.

ARTICLE 22 JOB EVALUATION

Where the Corporation has determined that a new classification is required or where the Corporation has made substantial changes or where the Union believes the Corporation has made substantial changes in the duties of an existing classification and has established the rate for such job, the Corporation will meet with the Union, upon its written request, within thirty (30) days of the request for such meeting being made by the Union to evaluate same through joint job evaluation with the Union.

Joint Job Evaluation Committee

1. The Joint Job Evaluation committee exists for the purpose of uniformly evaluating and appraising job classifications according to the Job Evaluation Manual System used for Pay Equity.
2. The Committee shall be composed of six (6) members: three (3) to represent the Corporation and three (3) to represent the Union. Each party shall elect or appoint their own representatives and so notify the other party.
3. All decisions of the Committee shall be by majority.
4. A quorum shall be six (6) members of the Committee.
5. Subject to the completion of the appeals process, decisions made by the Joint Job Evaluation Committee shall be binding upon the Corporation, the Union and the Employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement. Should the committee be unable to agree upon a position's job evaluation, or if the committee evaluates a position two or more grades higher than the existing job classification grade, the issue may be referred to a third party job evaluation expert, for evaluation. The ratings will be approved by the Chief Human Resources Officer and CUPE National Representative or their delegate. Such resolution shall be final and binding and shall not be subject to grievance or arbitration despite any other provision of this Agreement.

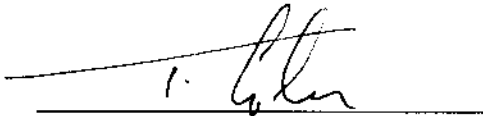
6. Job Evaluation Committee members are to be excused from evaluating positions where a conflict of interest exists, including but not limited to when it is their own job, a familial relationship exists and/or it is the position of a direct subordinate.

Where the Corporation has made substantial changes in any job and the Union requests a review of the position classification, such request will be reviewed by the Job Evaluation Committee within nine (9) months. Any resulting reclassification shall be effective no later than nine (9) months following the request.

DATED at Vaughan, Ontario this day of , 2023.

THE CORPORATION OF THE
CITY OF VAUGHAN

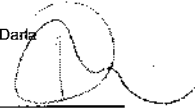
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 905.22
(Permanent Part-time Employees)



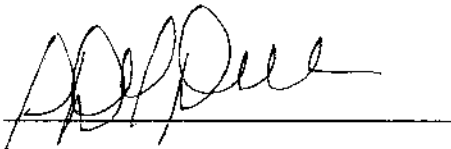
City Clerk

Darla
Rodrigues


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Date: 2023.11.07
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CUPE Chairperson



Mayor



Representative

SCHEDULE "A"
PART TIME SALARY SCHEDULE

| | EFFECTIVE JANUARY 1, 2023 - 1.50% | | |
|--|--|---------------|-----------------|
| LEVEL | Start Rate | Step 1 | Job Rate |
| Grade 9 Plumbing Inspector | 39.82 | 42.05 | 44.26 |
| Grade 8 | | | |
| Grade 7a Plans Examiner I Plans Examiner Mechanical | 37.45 | 39.57 | 41.65 |
| Grade 7 Software Support Clerk | 35.09 | 37.04 | 39.01 |
| Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator Service Vaughan, Citizen Service Specialist By-Law, Citizen Service Representative | 40.63 | 42.13 | 43.68 |
| Grade 6a | 34.92 | 36.83 | 38.77 |
| Grade 6 Applications Expeditor Events Coordinator | 33.39 | 35.25 | 37.12 |
| Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer Animal Services Officer Parking & Sign Enforcement Officer | 43.58 | 45.19 | 46.86 |
| Grade 5 - Internal Equity Rate (Level G) Council / Committee Services Coordinator Customer Service Representative | 38.94 | 40.23 | 41.55 |
| Grade 5 – (Pay Equity Rate) Senior Technical Clerk Client Services Assistant | 32.35 | 34.14 | 35.94 |
| Grade 5 Animal Services Clerk | 31.02 | 32.74 | 34.46 |
| Grade 4 - Internal Equity Rate (Level F) Development Finance Clerk | 36.18 | 37.37 | 38.61 |
| Grade 4 - Internal Equity Rate (Level E) Animal Services Attendant | 32.04 | 33.33 | 34.42 |
| Grade 4 - Internal Equity Rate (Level D) | 30.15 | 31.14 | 32.19 |
| Grade 4a | 27.54 | 29.07 | 30.59 |
| Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Clerk - Public Works Treasury Clerk | 25.85 | 27.29 | 28.73 |
| Grade 3 - Internal Equity Rate (Level C) Office Services Clerk | 28.74 | 29.69 | 30.67 |
| Grade 3 Accounts Payable Clerk Clerk Typist Community Centre Administrative Clerk Technical Assistant - City Playhouse | 24.67 | 26.05 | 27.38 |
| Grade 2 Information Desk Clerk | 18.52 | 20.29 | 22.07 |
| Grade 1 | 15.90 | 16.77 | 17.65 |

SCHEDULE "A"
PART TIME SALARY SCHEDULE

| LEVEL | EFFECTIVE JANUARY 1, 2024 - 1.50% | | |
|--|-----------------------------------|--------|----------|
| | Start Rate | Step 1 | Job Rate |
| Grade 9 Plumbing Inspector | 40.42 | 42.68 | 44.92 |
| Grade 8 | | | |
| Grade 7a Plans Examiner I Plans Examiner Mechanical | 38.01 | 40.16 | 42.28 |
| Grade 7 Software Support Clerk | 35.62 | 37.60 | 39.60 |
| Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator Service Vaughan, Citizen Service Specialist By-Law, Citizen Service Representative | 41.24 | 42.76 | 44.34 |
| Grade 6a | 35.44 | 37.38 | 39.35 |
| Grade 6 Applications Expeditor Events Coordinator | 33.89 | 35.78 | 37.68 |
| Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer Animal Services Officer Parking & Sign Enforcement Officer | 44.23 | 45.87 | 47.56 |
| Grade 5 - Internal Equity Rate (Level G) Council / Committee Services Coordinator Customer Service Representative | 39.52 | 40.83 | 42.17 |
| Grade 5 – (Pay Equity Rate) Senior Technical Clerk Client Services Assistant | 32.84 | 34.65 | 36.48 |
| Grade 5 Animal Services Clerk | 31.49 | 33.23 | 34.98 |
| Grade 4 - Internal Equity Rate (Level F) Development Finance Clerk | 36.72 | 37.93 | 39.19 |
| Grade 4 - Internal Equity Rate (Level E) Animal Services Attendant | 32.52 | 33.83 | 34.94 |
| Grade 4 - Internal Equity Rate (Level D) | 30.60 | 31.61 | 32.67 |
| Grade 4a | 27.95 | 29.51 | 31.05 |
| Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Clerk - Public Works Treasury Clerk | 26.24 | 27.70 | 29.16 |
| Grade 3 - Internal Equity Rate (Level C) Office Services Clerk | 29.17 | 30.14 | 31.13 |
| Grade 3 Accounts Payable Clerk Clerk Typist Community Centre Administrative Clerk Technical Assistant - City Playhouse | 25.04 | 26.44 | 27.79 |
| Grade 2 Information Desk Clerk | 18.80 | 20.59 | 22.40 |
| Grade 1 | 16.14 | 17.02 | 17.92 |

SCHEDULE "A"
PART TIME SALARY SCHEDULE

| LEVEL | EFFECTIVE JANUARY 1, 2025 - 1.75% | | |
|--|-----------------------------------|--------|----------|
| | Start Rate | Step 1 | Job Rate |
| Grade 9 Plumbing Inspector | 41.13 | 43.43 | 45.71 |
| Grade 8 | | | |
| Grade 7a Plans Examiner I Plans Examiner Mechanical | 38.68 | 40.86 | 43.02 |
| Grade 7 Software Support Clerk | 36.24 | 38.26 | 40.29 |
| Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator Service Vaughan, Citizen Service Specialist By-Law, Citizen Service Representative | 41.96 | 43.51 | 45.12 |
| Grade 6a | 36.06 | 38.03 | 40.04 |
| Grade 6 Applications Expeditor Events Coordinator | 34.48 | 36.41 | 38.34 |
| Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer Animal Services Officer Parking & Sign Enforcement Officer | 45.00 | 46.67 | 48.39 |
| Grade 5 - Internal Equity Rate (Level G) Council / Committee Services Coordinator Customer Service Representative | 40.21 | 41.55 | 42.91 |
| Grade 5 – (Pay Equity Rate) Senior Technical Clerk Client Services Assistant | 33.42 | 35.26 | 37.12 |
| Grade 5 Animal Services Clerk | 32.04 | 33.81 | 35.59 |
| Grade 4 - Internal Equity Rate (Level F) Development Finance Clerk | 37.36 | 38.59 | 39.88 |
| Grade 4 - Internal Equity Rate (Level E) Animal Services Attendant | 33.09 | 34.42 | 35.55 |
| Grade 4 - Internal Equity Rate (Level D) | 31.14 | 32.16 | 33.24 |
| Grade 4a | 28.44 | 30.03 | 31.59 |
| Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Clerk - Public Works Treasury Clerk | 26.70 | 28.19 | 29.67 |
| Grade 3 - Internal Equity Rate (Level C) Office Services Clerk | 29.68 | 30.67 | 31.68 |
| Grade 3 Accounts Payable Clerk Clerk Typist Community Centre Administrative Clerk Technical Assistant - City Playhouse | 25.48 | 26.90 | 28.28 |
| Grade 2 Information Desk Clerk | 19.13 | 20.95 | 22.79 |
| Grade 1 | 16.42 | 17.32 | 18.23 |

SCHEDULE "A"
PART TIME SALARY SCHEDULE

| LEVEL | EFFECTIVE JANUARY 1, 2026 - 2.00% | | |
|--|-----------------------------------|--------|----------|
| | Start Rate | Step 1 | Job Rate |
| Grade 9 Plumbing Inspector | 41.95 | 44.30 | 46.62 |
| Grade 8 | | | |
| Grade 7a Plans Examiner I Plans Examiner Mechanical | 39.45 | 41.68 | 43.88 |
| Grade 7 Software Support Clerk | 36.97 | 39.03 | 41.10 |
| Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator Service Vaughan, Citizen Service Specialist By-Law, Citizen Service Representative | 42.80 | 44.38 | 46.02 |
| Grade 6a | 36.78 | 38.79 | 40.84 |
| Grade 6 Applications Expeditor Events Coordinator | 35.17 | 37.14 | 39.11 |
| Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer Animal Services Officer Parking & Sign Enforcement Officer | 45.90 | 47.60 | 49.36 |
| Grade 5 - Internal Equity Rate (Level G) Council / Committee Services Coordinator Customer Service Representative | 41.01 | 42.38 | 43.77 |
| Grade 5 – (Pay Equity Rate) Senior Technical Clerk Client Services Assistant | 34.09 | 35.97 | 37.86 |
| Grade 5 Animal Services Clerk | 32.68 | 34.49 | 36.30 |
| Grade 4 - Internal Equity Rate (Level F) Development Finance Clerk | 38.11 | 39.36 | 40.68 |
| Grade 4 - Internal Equity Rate (Level E) Animal Services Attendant | 33.75 | 35.11 | 36.26 |
| Grade 4 - Internal Equity Rate (Level D) | 31.76 | 32.80 | 33.91 |
| Grade 4a | 29.01 | 30.63 | 32.22 |
| Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Clerk - Public Works Treasury Clerk | 27.23 | 28.75 | 30.26 |
| Grade 3 - Internal Equity Rate (Level C) Office Services Clerk | 30.27 | 31.28 | 32.31 |
| Grade 3 Accounts Payable Clerk Clerk Typist Community Centre Administrative Clerk Technical Assistant - City Playhouse | 25.99 | 27.44 | 28.85 |
| Grade 2 Information Desk Clerk | 19.51 | 21.37 | 23.25 |
| Grade 1 | 16.75 | 17.67 | 18.60 |

**Schedule A – Add rate for Grade 2
January 1, 2019**

| Start | Step 1 | Job Rate |
|----------------|----------------|-----------------|
| \$17.30 | \$18.95 | \$20.60 |

Increases will apply to this position effective January 1, 2020

Schedule A – wage increases as follows:

| | |
|-----------------|-------|
| January 1, 2023 | 1.50% |
| January 1, 2024 | 1.50% |
| January 1, 2025 | 1.75% |
| January 1, 2026 | 2.00% |

- 1) Start rate is 90% of job rate.
- 2) Step 1 is on completion of probation, salary shall be 95% of job rate.
- 3) On completion of 875 hours worked once probation has been completed or 6 additional months of active employment, whichever is the lesser, salary shall be job rate.
- 4) No employee shall have their rate reduced as a result of the implementation of the above rates. Where an employee is, as of April 1, 2003, paid more the above rate for their position, they shall maintain their current rate of pay until the Schedule A rate above exceeds their current rate.

SCHEDULE “B1”

EXCLUDED POSITIONS

Operational Auditor
Transportation Engineer
Project Engineer
Senior Planner/Development Control
Senior Planner/Policy
Senior Planner/Environmental
Capital Revenue Analyst
Senior Budget Analyst
Senior Financial Analyst
Senior Financial Planner
Senior Business Analyst – Voice Communications Systems
Technology Specialist
System Analyst
Prosecutor
Design Engineer
Development Engineer, Development Review
Senior Economic Developer - Community
Senior Economic Developer - Business Development
Senior Economic Researcher/Technology Specialist
Secretary/Executive Assistant
Assistant City Clerk
Senior Field Support Trainer - Voice Communications Systems
Legal Assistant
Health & Safety Officer
Recruitment Officer
Compensation Assistant
Client Support Analyst
Administrative Assistant to the Mayor
Council Administrative Assistant
Legal & Litigation Secretary
Secretary/Administrative Assistant
Secretary/Receptionist
Secretary to Department Head
Secretary to Mayor
Receptionist & Filing Clerk (Human Resources)
Crossing Guards
Theatre Duty Manager
Box Office Coordinator
Theatre Program & Marketing Specialist
Ticket Seller
Concession Attendant
Usher

SCHEDULE “B2”

EXCLUDED RECREATION PROGRAM POSITIONS

Seasonal

Program Instructor/Coordinator
Asst. Program Instructor
Instructor I
Instructor II
Instructor III
Attendant
Deck Supervisor
Head Lifeguard
Lifeguard
Assistant Lifeguard/Assistant Instructor
Head Program Leader (N/I)
Program Leader (N/I)
Site Supervisor
Cashier
Skate Captain
Assistant Skate Captain
Skate Patrol
Skate Patrol (outdoor)
Shinny Hockey Attendant
Camp Coordinator
Camp Director
Assistant Director
Head Coach
Camp Specialist
Head Counsellor
Camp Counsellor
Program Specialist I
Program Specialist II
Program Specialist III
Program Specialist IV
Training/Meeting

Permanent

Program Instructor/Coordinator
Deck Supervisor
Head Lifeguard
Lifeguard
Assistant Lifeguard/Assistant Instructor
Head Program Leader (N/I)
Program Leader (N/I)
Site Supervisor
Program Specialist III
Program Specialist IV

SCHEDULE "C"

NOTICE PART-TIME EMPLOYMENT

The following information will be included in any Part-Time Clerical & Technical job posting:

- Department
- Job Title
- Posting Period
- Major Duties
- Minimum Qualifications
- Working Conditions (e.g. inside, outside, etc.)
- Salary (per hour)
- How and where to submit an application
- Anticipated hours of work (e.g. up to 24 on various shifts including weekends)

SCHEDULE "D"

CLOTHING

The Corporation agrees that during the term of the collective agreement to provide the following clothing as indicated below.

For employees in the By-Law & Compliance, Licensing and Permit Services Department, each Officer shall be provided with the following articles of clothing:

4 Shirts
2 pairs of Pants
1 Jacket

For Employees assigned as Animal Services Attendants:

4 sets of scrubs
1 jacket

For employees assigned to Community Centers as Admin Clerks, each employee shall be provided with the following articles of clothing:

3 Golf Shirts
1 ¾ zip sweater or fleece vest

It is understood that such clothing shall remain the property of the Corporation and shall be worn by Employees while on duty and not otherwise. Employees must return such clothing on termination of employment or replacement is requested.

Other sundry items as deemed to be required by management will be provided.
All such clothing shall be replaced or repaired, as necessary, at the discretion of management.

LETTERS OF UNDERSTANDING

1. LETTER OF UNDERSTANDING AVAILABILITY OF COMMUNITY CENTRE ADMIN CLERK, CLERICAL ASSISTANT, BY-LAW AND COMPLIANCE, LICENSING AND PERMIT SERVICES AND THE CITY PLAYHOUSE PART TIME EMPLOYEES

This will confirm our agreement with respect to a minimum commitment for availability of the Community Centre Admin Clerk in the Recreation Services Department, employees in the By-Law and Compliance, Licensing and Permit Services Department, as well as employees in the City Playhouse. Unless granted a leave of absence (which shall be in the sole, unreviewable discretion of the Corporation) employees in the departments listed above must be available to be scheduled to work on at least 4 days each calendar week, such availability to also include evenings and weekends (where applicable) on the 4 days for which availability is indicated. Failure to make oneself available as described above shall be considered just cause for termination of employment. Bereavement leave, vacation, and illness or injury verified (in advance of the posting of schedule, where possible) to the satisfaction of the Corporation shall be considered a legitimate reason for an employee to restrict their availability below the minimum requirement.

Amended and Renewed – August 18, 2015

Renewed – February 16, 2023

2. LETTER OF UNDERSTANDING MOVEMENT OF PART-TIME AND FULL-TIME EMPLOYEES TO PART-TIME POSITIONS

The City will credit time worked as a part-time employee for those employees who subsequently move to full-time positions after June 1, 2007. Credit would be given on the basis that 1820 hours worked as a part-timer would equate to a year of seniority and service in the full-time unit.

For employment as a part-timer which pre-dates 1999, the City will credit an employee with 24 hours of time worked for each week employed for the purposes of service and seniority under the full-time agreement.

A full-time employee who moves from that bargaining unit into the part-time unit shall carry their full-time unit seniority date into the part-time unit.

Both the City and the Union agreed that this understanding was contingent upon its acceptance by each of the bargaining representatives of the full-time units, namely the Clerical and Technical and Hourly Rated Employees bargaining units.

Renewed – June 18, 2015

Renewed – February 16, 2023

3. LETTER OF UNDERSTANDING VACATION PAY OPTION

The parties agree that due to technological limitations the current system that allows employees to a one time election to receive their vacation pay on each bi-weekly pay or to have vacation pay paid out when they take vacation will continue for the duration of this contract.

However, should the Corporation acquire software, during the term of this collective agreement, which eliminates these limitations the parties agree that they will implement a system that allows employees to alter their vacation pay option no more than once per two (2) year period.

Added – June 3, 2019

Renewed – February 16, 2023

4. LETTER OF UNDERSTANDING AMALGAMATION OR MERGER

5.01 In the event the employer may merge or amalgamate with any other body, the employer shall notify the Union and the affected employees as soon as they are reasonably able.

5.02 Upon such notification, where feasible, the parties agree to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but not be limited to pertinent staffing implications.

Renewed – February 16, 2023

5. LETTER OF UNDERSTANDING

During the life of the agreement, it is understood that there will be no adjustments to positions that are at pay parity with the full-time units.

Added – February 16, 2023

LETTERS OF INTENT

1. LETTER OF INTENT

The Corporation and the Union will continue discussions through the grievance procedure notwithstanding Article 14.02 with respect to access to paystubs which is scheduled to be heard at Arbitration in 2024.

Renewed – February 16, 2023

2. LETTER OF INTENT

Where a competition is held for temporary City of Vaughan CUPE position outside of the Part Time Bargaining Unit (905.22), it is the intention of the parties to provide qualified employees preference over candidates from outside of the Corporation.

When a permanent position becomes available in the full-time Clerical & Technical Unit (905.21) applications of part-time employees will be considered and assessed, after members within 905.21 and prior to external candidates as follows:

- They must hold the same job classification
- They have completed their probationary period
- Satisfactory work performance including attendance with the Corporation where unsatisfactory performance is a matter of record in their Human Resources file

Added – February 16, 2023

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