

**Certified**

**ORIGINAL**

**The Corporation on the Town of**

**By-Law No. 083-24**

**A By-Law of The Corporation of the Town of Innisfil to authorize the ratification of a Collective Agreement with the Canadian Union of Public Employees and Local 2380-01, covering certain employees of the Town of Innisfil and to repeal all former applicable by-laws.**

Whereas the Council of The Corporation of the Town of Innisfil deems it necessary and expedient to ratify a collective agreement with the Canadian Union of Public Employees covering certain employees of the Town of Innisfil.

Now Therefore the Council of The Corporation of the Town of Innisfil enacts as follows:

1. The Mayor and Clerk are hereby authorized to ratify and execute on behalf of The Corporation of the Town of Innisfil the Agreement in substantially the form attached to this by-law, dated the 9<sup>th</sup> day of October, 2024, between The Corporation of the Town of Innisfil and the Canadian Union of Public Employees, covering certain employees in the Town of Innisfil, for the period of April 1, 2024 to March 31, 2027 inclusive.
2. The attached Schedule "A", being the collective agreement, forms part of this by-law as to form and substance.
3. This by-law shall come into force and have effect the day it is adopted by Council.

**Passed this 9<sup>th</sup> day of October 2024**

I Kim Creamer Alternate Clerk, of The Corporation of the  
 Town of Innisfil do hereby certify under my hand and  
 seal of the said corporation, the above to be a true and  
 correct copy of By-law 083-24, CUPE & Local 2380-01  
 DATE October 21/24 Collective Agreement

Innisfil Ontario

Kim Creamer  
 Alternate Clerk

Lynn Dollin

**Lynn Dollin, Mayor**

Patty Thoma

**Patty Thoma, Clerk**

Schedule 'A' to By-  
law 083-24

Collective Agreement

Between:

The Corporation of the Town of Innisfil  
(hereinafter referred to as the "Corporation")

and

The Canadian Union of Public Employees  
And its Local 2380-01  
(hereinafter referred to as the "Union")

Effective April 1, 2024 to March 31, 2027

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## **Article 1 – Preamble**

- 1.01 The purpose of this Agreement is to establish and maintain a harmonious collective bargaining relationship between the Corporation and the employees in the interest of efficient administration of this Corporation's affairs and to provide for the prompt and equitable disposition of grievances, to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to the provisions of this Collective Agreement and to promote the well being and security of all employees in the bargaining unit of the Union.

## **Article 2 – Management Rights**

### **2.01 Management Rights**

The Union recognizes and acknowledges that the management of the operation and direction of the work forces are fixed exclusively in the Corporation and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:

- a) maintain order, and discipline and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and retire employees, and to discipline or discharge any employee who has completed their probationary period for just cause, provided that a claim by an employee, who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Corporation, the kinds of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the context of jobs, the schedules of production, the number of employees to be employed, the extension, limitation, curtailment, or cessation of operations or any part thereof.

### **2.02 Not Discriminatory**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, ancestry, place of origin, creed, colour, sex, ethnic origin, sexual orientation, citizenship, record of offences, marital status, family status or disability in accordance with the provisions of the *Ontario Human Rights Code*, nor by reason of their membership or activity in the Union or lack thereof.

The Employer and the Union are committed to a respectful workplace and agree to be bound by the Respectful Workplace Corporate Policy, and the *Occupational Health and Safety Act*, and all other relevant policies and legislation as amended from time to time.

### 2.03 **Political Activity**

The parties hereto agree that notwithstanding Article 2.02 of the Collective Agreement, employees shall not be permitted to engage in any form of political lobbying during working hours or on the Employer's premises during working hours.

Employees who are not scheduled to work may engage in political activity providing they do not suggest that such lobbying or activity is engaged in on behalf of the Town. Accordingly, for example, no such activity shall be carried out while the employee is wearing Town uniforms or driving Town vehicles.

## **Article 3 – Recognition**

### 3.01 **Bargaining Unit**

The Corporation recognizes the Union as the sole collective bargaining agency with respect to rates of pay, hours of work and other working conditions as set forth in this Collective Agreement for all its employees employed in the Town of Innisfil, save and except supervisors, working forepersons, those above the rank of supervisor and working foreperson, office, clerical and technical personnel, and students.

3.02 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit set out in clause 3.01.

3.03 It is understood and agreed that non-bargaining unit personnel will not perform work of the bargaining unit to any greater extent than is presently being performed.

### 3.04 **Permanent Employees**

A permanent employee is an employee within the bargaining unit who has satisfactorily completed their probationary period of employment or has been placed on the permanent staff by the Corporation, and who is not a casual employee.

### 3.05 **Probationary Employees**

A probationary employee is an employee within the bargaining unit who is being considered by the Corporation for permanent employment and who may be appointed to permanent staff upon the successful completion of four (4) continuous months of service.

The Corporation reserves the right to alter the four (4) month probationary period upon mutual agreement with the Union which will not be reasonably withheld.

All of the provisions of this agreement shall apply to probationary employees, except as follows:

Article 10 – Grievance against discharge

Article 16 – Holidays – The provisions of the *Employment Standards Act* shall apply.

3.06 The rights and benefits for casual and part-time employees shall be found in Appendix A to this Agreement.

#### Contract Employee

- a) A contract employee is a non-permanent employee who is employed in a bargaining unit position on a contractual basis with full time hours of work:
  - i. For a specified period of time (greater than one year); or
  - ii. For an unspecified limited period of time to replace a CUPE employee on authorized leave of absence (disability leave, parental leave)
- b) To cover a position a position which has not been confirmed as an addition to the Town's full-time compliment but to address additional workload requirements to a maximum of 4 persons, for 18 month contracts (excluding skilled trades apprenticeship program).

All articles of this agreement apply to contract employees except the following:

- Article 10 – Grievance against discharge
- Article 11 – As outlined in Article 11.01 'Seniority Defined'
- Article 12 – Posting (except as per 12:03)
- Article 13 – Layoff / Recall
- Article 16 – Holidays –as per ESA
- Article 17 – Vacation (will be in accordance with the Employment Standards Act).
- Article 18 – Sick and Personal Emergency- only as outlined in Article 18.01c) and in accordance with the Employment Standards Act.
- Article 23.01 – Clothing – Boot allowance only, after completion of successful probationary period. One Pair entitlement per contract.
- Article 22 – Employee Benefits (Note: single (employee only) limited medical and dental benefits will be provided after a probationary period for continual contracts greater that one year in length, based on full time hours).

#### 3.07 Part Time employees

Means an Employee who is regularly employed for not more than twenty-four (24) hours per week on a non-regular work basis.

The Employer will schedule a minimum three (3) hour shift for Part-Time Employees working at Town owned facilities.

#### 3.08 Labour/Management Committee

The parties agree to establish a Labour/Management Committee. The Committee will meet quarterly unless an urgent matter arises. A CUPE Representative may attend such meetings. The meeting will be scheduled at a date and time mutually agreed upon by the parties and People & Talent will generate an agenda. People & Talent will distribute the final agenda not less than twenty-four (24) hours in advance of the meeting. If agenda items are not provided 24 hours in advance of the meeting, the meeting may be cancelled by People & Talent. If the meeting proceeds, agenda items not provided 24

hours in advance will not be included on the agenda however will be introduced as new business to be discussed at the meeting; it is also recognized that these items may not have immediate resolution at the meeting.

The Employer will be responsible for recording, preparing and distributing the meeting minutes for review by the parties within ten (10) working days. Any discrepancy of the meeting minutes shall be communicated within ten (10) working days from the day received.

Not more than three (3) members of the Bargaining Unit may attend such meetings with Management representatives. The Bargaining Unit may submit a request to Management that a fourth member attend such a meeting if it will provide better representation of the workforce teams, and Management will review and provide a response to the request within twenty-four (24) hours of a scheduled labour relations meeting. Bargaining Unit members are to notify in writing their Manager and Supervisor of the dates and receive authorization to leave their regular duties. Bargaining Unit employees who attend such meetings when they are scheduled to work will be paid at their regular rate of pay for the hours they were scheduled to work. If the meeting with all parties goes beyond scheduled work then the employee will be at straight time.

### **3.09 No Other Agreements**

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Corporation or its representatives which conflicts with the terms of this Collective Agreement.

## **Article 4 –Deduction of Union Dues**

- 4.01 The corporation shall deduct from the pay of all employees covered by this Agreement, as a condition of employment, whatever amounts may from time to time be authorized by the Union as initiation fees and regular dues on a bi-weekly basis and shall remit same monthly to the National Office of the Union. The Corporation shall send to the National Office, by the middle of each month, a list of names of all employees from whose wages deductions were made in the previous month, as well as a list of all names added to and all names deleted from the dues deductions list for that month.
- 4.02 At the same time that Income Tax (T-4) slips are made available, the Corporation shall type on the amount of union dues paid by each Union member in the previous year.
- 4.03 In consideration of this deduction and forwarding service with the Corporation, the Union shall indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the collection and forwarding of these deductions.

## **Article 5 – Employer and Union Shall Acquaint Potential Employees**

### **5.01 New Employees**

- a) The Corporation shall acquaint new employees with the fact that a collective agreement is in effect and be provided with a copy of the current Collective Agreement.
- b) A Union officer will be given an opportunity to make a presentation of up to one (1) hour to new employees, during regular working hours and without loss of pay within the first month of employment or at such other time as mutually agreed by the parties to accommodate service area operational requirements, for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.

## **Article 6 – Correspondence**

- 6.01 a) All correspondence between the parties, arising out of this Agreement, except grievances and written enquiries, shall pass between People & Talent or designate for the Town and the Recording Secretary of the Union or designate.
- b) A copy of the correspondence will be forwarded to the Union Official directly involved in the matter, if applicable. However, the correspondence between the People & Talent or designate for the Town and the Recording Secretary of the Union or designate is the only official correspondence for the purposes of timelines and content.
- 6.02 The Corporation shall provide to the Recording Secretary of the Union or designate, at the time of hiring or change in position of an employee, including temporary transfers of more than two weeks, the employee's name, address, date of hire or change in position, title and level of their position, and the wage rate or salary and step.
- 6.03 a) An employee shall notify the Corporation in writing, of any change in the employees address, telephone number, emergency contact information or change in dependant status within one (1) week of any such change. The employee and/or the Union shall save the Corporation harmless in any action resulting from the employee not making the required changes in records as noted above.
- b) In July of each year, the Corporation will forward to the Union a list of all employees covered under the Collective Agreement, including first and last name, mailing address and e-mail address where available. The employee and/or the Union shall save the Corporation harmless in any action resulting from the employee not making the required changes in records as noted above.

## **Article 7 – Labour Management Bargaining Relations**

### **Bargaining Committee**

- 7.01 A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

The Union Bargaining Committee may attend negotiations for the purpose of renewing or amending this Collective Agreement and will be paid their regular straight time rate for all hours they have been scheduled to work for the negotiations. Any hours beyond scheduled work for negotiation shall be paid at straight time.

- 7.02 National Representatives of CUPE and other representatives from CUPE Local 2380, may be present at negotiations, grievance meetings, arbitration or other dealings with the Corporation. The Union will advise the Town of any future changes of permanent National Representatives as soon as any changes have been made. The Union will inform the Town of the name of the National Representatives and other representatives from CUPE Local 2380 where possible prior to their attendance at negotiations, grievance meetings, arbitrations or other dealings with the Corporation.
- 7.03 Bargaining committee members and/or representatives from CUPE Local 2380 are to notify their Manager and Supervisor in writing of the dates and times and receive authorization to leave their regular duties to attend such meetings, which will not be unreasonably withheld.

## **Article 8 – Grievance Procedure**

### **8.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Corporation acknowledges the right of the Union to elect or appoint a maximum of three (3) Stewards. Any employee may request the assistance of their Steward in preparing and presenting their grievance in accordance with the grievance procedure.

### **8.02 Names of Stewards**

The Union shall notify the Corporation in writing of the names of each Steward.

### **8.03 Permission to Leave Work**

The Union recognizes that each Steward and the Unit Chair are employed full time by the Corporation and that they will not leave their work during working hours in order to attend a grievance without first having secured consent of their immediate supervisor, which permission shall not be unreasonably withheld. Union business shall not be performed on Town time unless authorized by Management.

#### **8.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement and can be filed by either the Corporation or the Union.

#### **8.05 Settling of Grievances**

It is the mutual desire of the parties that employee complaints be heard, dealt with and resolved as quickly as possible. The parties recognize the need for an orderly and speedy procedure for dealing with employee inquiries and for handling complaints and grievances.

##### **Employee consultation**

An employee has no grievance until they have first given their Field Supervisor (or immediate Supervisor) an opportunity of adjusting their complaint. Such complaint must be discussed with the immediate exempt supervisor within five (5) working days after the employee became aware or ought reasonably to have been aware of the occurrence of the circumstances giving rise to the complaint. When discussing such a complaint with the Field Supervisor (or immediate Supervisor), the employee may be accompanied by a Union Steward or a Union Official if the employee so chooses.

Failing settlement on the matter between the Field Supervisor (or immediate Supervisor), employee and Union Steward or Union Official (if the employee so chooses), the complaint may be taken up as a grievance within five (5) working days following the discussion with the Field Supervisor (or immediate Supervisor), in the following manner and sequence.

##### **Step 1:**

The employee may be accompanied by their Steward or in their absence by the Unit Chair.

Such grievance shall be brought to the attention of the appropriate Manager(s) through the CUPE grievance form including a written statement of the particulars of the grievance, including the articles of this Collective Agreement alleged to have been violated and the remedies sought, within five (5) working days of Employee consultation. The Manager's decision shall be given in written format within ten (10) working days of receiving the written grievance.

##### **Step 2:**

Failing satisfactory settlement of the grievance at Step 1, the Steward shall within five (5) working days, of receipt of the written reply, submit to the appropriate Manager and Director, in writing - signed by the grievor wherever possible (and as soon thereafter as possible) - the written statement of particulars of the grievance, the provisions alleged to have been breached, and the redress sought. The appropriate Manager or Director shall render a decision in writing within ten (10) working days, where possible, of receipt of said written submission.

**Step 3:**

Failing settlement of the grievance at Step 2, the Union shall within ten (10) working days of receiving the response of the appropriate Manager or Director, refer the matter to the Manager of People & Talent (or designate) with a copy to the appropriate Director, who shall convene a meeting for the purpose of working toward a satisfactory settlement to the matter within ten (10) working days with the Union Grievance Committee.

Following this meeting, the Manager of People & Talent (or designate) shall answer the grievance in writing within ten (10) working days of the date of the meeting with the Union Grievance Committee.

Failing a satisfactory settlement being reached at Step 3 the Union may refer the dispute to arbitration (as set forth in Article 9).

**8.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or Corporation has a grievance;

- a) A Corporation grievance must be submitted in writing to the Union. In all cases, the Union's decision regarding the same will be given in writing and, failing satisfactory settlement, the grievance shall be subject to that arbitration procedure. Such grievance shall commence at Step 3.
- b) A Union grievance may similarly be taken up with the Corporation on matters of a general nature relating to the Collective Agreement at Step 3, provided such grievance cannot be otherwise brought forward as the grievance of an employee or group of employees pursuant to the provisions of Article 8.05 herein. The Corporation's decisions in such cases shall be given in writing and, failing satisfactory settlement, the grievance shall be subject to the arbitration procedure.

**8.07 Failure to Act within Time Limits**

All time limits specified above and including arbitration procedures may be extended by written agreement.

**8.08 Access to Personnel Files**

With reasonable notice and through scheduling an appointment through to People & Talent and previous approval from the employees immediate Supervisor, an employee shall have the right to review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. An employee's discipline record shall be cleared after eighteen (18) months, upon request of the employee, provided that the employee has been discipline free for that period of time.

## **Article 9 – Mediation/Arbitration**

- 9.01 By mutual agreement the parties may submit a grievance to mediation in an effort to find a satisfactory settlement before arbitration. The mediation process is without prejudice and only a final agreement duly executed by both parties is binding. The parties reserve the right to proceed to Arbitration prior to executing a final agreement if a satisfactory resolution is not reached. Should the parties move forward with mediation the timeline to forward the matter to Arbitration will be extended.
- 9.02 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, indicating the names of three preferred arbitrators. Within fourteen (14) working days thereafter, the other party shall answer in writing indicating its agreement to one of the three preferred arbitrators submitted by the other party or the name of three other arbitrators. Within fourteen (14) working days thereafter, the initiating party may then indicate its agreement to one of the other three arbitrators or submit a request to the Ministry of Labour for selection of an arbitrator.
- 9.03 **Decision of the Arbitrator**
- The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.
- 9.04 **Expenses of the Arbitrator/Mediator**
- Each party shall pay one-half of the fees and expenses of the arbitrator or mediator.

## **Article 10 – Discharge, Suspension and Discipline**

### **10.01 Discharge and Discipline Procedure**

An employee who has successfully completed their probationary period may be dismissed, but only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reasons in the presence of their Steward or Union Representative, if so requested by the employee. Such employee shall be advised promptly in writing of the reason for such discipline or discharge.

A claim by an employee who has completed the probationary period that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged at Step 3 of the grievance procedure within ten (10) working days after receipt of notice of discharge.

## **Article 11 – Seniority**

### **11.01 Seniority Defined**

- a) Seniority shall mean the length of continuous service in the bargaining unit. Seniority for the purpose of layoff, recall, job posting and promotion shall be on a

service area basis. In all other cases seniority shall operate on a bargaining unit-wide basis.

- b) A contract, casual, part-time or temporary employee shall not acquire seniority except in the event that the employee is subsequently hired as a full-time permanent employee, in which case upon successful completion of the probationary period, their seniority shall accrue from their most recent contract start date to a maximum of nine (9) months. This seniority shall have no other purpose or applicability outside of Article 11 – Seniority.

#### **11.02 Seniority List**

The Corporation shall maintain a seniority list showing the date upon which the employee's service commenced. Where two (2) or more employees commenced work on the same day, seniority will be established by the date of original application for employment, subject to 11.01 b) above. An up-to-date seniority list shall be sent to the Union and posted on the CUPE bulletin boards in January and June of each year.

#### **11.03 Probation for Newly Hired Employees**

After completion of the probationary period, the employee shall be confirmed to the position for which they were hired and seniority shall be effective from the original date of employment, subject to 11.01 b) above.

#### **11.04 Loss of Seniority**

Seniority shall terminate and the employee shall cease to be an employee when they:

- a) Voluntarily quits their employments, or is retired;
- b) Is discharged for just cause;
- c) Is off work due to layoff for a period of twenty-four (24) months;
- d) Is absent without leave for three (3) consecutive days during which time they have not contacted the Corporation directly when they have had an opportunity to do so. It is the responsibility of the employee to provide an explanation satisfactory to the Corporation;
- e) fails to report to work within three (3) working days after being notified by the Corporation of a recall;
- f) fails to return to work upon termination of an authorized leave of absence unless a reason acceptable to the Corporation is given.

#### **11.05 Transfer and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, and shall

continue to accumulate their seniority in the unit for a period not to exceed six (6) months from the date of transfer.

## **Article 12 – Promotions and Staff Changes**

### **12.01 Job Postings**

When a new position is created within the bargaining unit or when a permanent vacancy occurs, the opportunity will be communicated to staff through available digital channels, including posting on bulletin boards for a period of seven (7) calendar days to which staff may apply within that time period.

#### Job posting will be issued and shall state:

- i. the general duties of the permanent position and/or temporary assignment;
- ii. the position title;
- iii. the wage range and band level;
- iv. the qualifications required;
- v. the procedure for making the application;
- vi. the time limit for receiving application(s);
- vii. the contact person;
- viii. the assessments, if any, which candidates must undergo for the position;
- ix. the number of permanent positions and/or temporary assignments known at the time of posting; and
- x. the hours of work.

The first consideration will be given to the internal applicants and outside advertising will only take place in the event that People & Talent and the Service Area concerned believe that there may not be internal employees with the qualifications required. In this event, the permanent position and/or temporary assignment will be advertised simultaneously internally and externally.

#### Applications

The Service Area concerned in consultation with People & Talent will conduct a joint preliminary review of application received to make a fair and objective determination as to whether applicants meet the required qualifications for the posted permanent position and/or temporary assignment to be filled.

Those who are interviewed and are unsuccessful may request a meeting with the applicable People & Talent representative to review the rationale.

### Assessments

People & Talent and the Service Area concerned will decide jointly on the need for an examination(s) for the purpose of determining qualified candidates for the permanent position and/ or temporary assignment. Should passing an exam be required to qualify for a particular position, it will be conducted in a manner that will provide a fair assessment for those candidates being assessed using the same set of standards.

Assessments will take the form of written test(s), practical, physical/skill tests, interview panel or any combination thereof to ensure candidates are examined for the qualifications and skills considered most important to the permanent position and/or temporary assignment.

### Selection(s)

Justification must demonstrate a fair and objective basis for the selection decision including but not limited to a review of employee file and previous discipline, for the separation between the successful and unsuccessful candidate(s).

All hiring will be conducted in accordance with the Corporation's Code of Conduct & Conflict of Interest policy and any other related policy.

### Scheduling of Assessments

Assessments will be held during regular working hours. The Service Area concerned, will grant a leave of absence with pay to those employees so that they may attend such assessments. For employees subject to shift work, every effort will be made by the Service Area concerned to re-schedule the employees so that the employees will be made able to attend the assessment.

## **12.03 No Outside Advertising**

For entry level positions, existing current casual/part time employees can apply as part of the internal posting process.

Full time employees will be considered for candidacy in advance of casual/part time applicants.

For the job posting process, seniority between casual/part-time applicants will be determined based on hours worked.

## **12.04 Role of Seniority in Promotions and Transfers**

Promotions and permanent transfers within the bargaining unit shall be based on the following factors:

- a) qualifications and ability to do the job;
- b) seniority.

Where two (2) or more qualified and able persons are relatively equal for the position, seniority shall govern.

**12.05 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each union applicant and a copy posted on all bulletin boards.

**12.06 Promotion and Staff Changes**

An employee who is the successful applicant for a promotion or one who is transferred to another Service Area within the bargaining unit, shall be declared confirmed in the position conditional on satisfactory completion of a four (4) continuous months trial period.

If during the four (4) continuous months trial period, the successful applicant proves unsatisfactory or is unable to perform duties of the new job classification, they shall be returned to their former position and hourly rate without loss of seniority. Any other employee(s) transferred or promoted as a result of the original promotion may also be returned to their former position(s) and hourly rate(s) without loss of seniority.

**Article 13 – Layoffs and Recalls**

13.01 Provided the employee has the necessary qualifications and ability layoff shall be in the reverse order of seniority.

**13.02 Recall Procedure**

Employees shall be recalled in the order of their seniority, provided they have the qualifications and ability to perform the work.

**13.03 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

**13.04 Grievance on Layoffs and Recalls**

Grievance concerning layoffs and recalls shall be initiated at Step 3 of the Grievance procedure.

**13.05 Benefits During Layoff**

When a definite recall date is given, premiums shall be paid on the laid off employee's behalf for the first two (2) months of layoff and, thereafter, so long as the employee has recall rights, the employee may choose to continue to purchase such benefits through the Employer, at the expense of the employee. For the purpose of this paragraph benefits mean extended health benefits only (i.e.: drug, dental, vision care and semi-private coverage).

## **Article 14 – Hours of Work**

### **14.01 Regular Daily Hours**

The following paragraphs and sections are intended to define the hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

### **14.02 Hours of Work**

- i. The regular work week for hourly rated employees of the Service Area will consist of forty (40) hours exclusive of one-half (1/2) hour for lunch during each shift, of which no shift shall be less than eight (8) hours subject to the requirements of the operational Service Area.

Recognizing the nature of the work and depending on the season the normal hours of work may, from time to time, be varied. Shifts may consist of 8, 10 or 12 hours and may be scheduled as day, afternoon or evening shifts with a minimum of two consecutive days off.

- ii. When an employee is required to report for work prior to the start of their assigned shift, they shall be paid applicable overtime rate for all hours worked prior to the assigned shift start time. It is understood that there shall be no pyramiding of overtime benefits.
- iii. In accordance with Section 17(2) of the *Employment Standards Act*, but subject to the exceptional circumstances provisions of Section 19 of that Act, the Union agrees that the bargaining unit employees may work in excess of the normal working hours to a maximum of 14 hours per day or 70 hours per week, subject to the overtime provisions in Articles 14 and 15 of the collective agreement. The 14 hour maximum does not apply to employees On Call and not working.
- iv. In the case of an emergency declared under the *Emergency Management and Civil Protection Act*, the Employer may request that Employees perform duties outside their regular scope.
- v. An employee who has worked the first shift and is called in to work on the second shift will receive overtime pay paid in accordance with the overtime provisions in Article 15.
- vi.
  - a) Where an employee, with prior authorization from their supervisor, is not able to leave the task being performed, they will be paid for the thirty (30) minute lunch break at applicable overtime rate.
  - b) If an operator is late or phones in sick, unless it is not reasonably possible, the operator on duty must remain at work on an overtime basis until a replacement is found to fill the shift. It is understood that this time will not exceed three (3) hours from the end of their scheduled shift.

vii. Roads operations oriented;

- a) Operations for all existing full time employees in place as of October 7, 2005, in their current job classifications will consist of eight (8) hours per shift with one half (1/2) hour unpaid lunch Monday through Fridays commencing at 7:00 a.m. to 3:30 p.m.
- b) Additionally, during Winter Operations the regular work week for all existing full time employees in place as of October 7, 2005, in the current classifications in Roads Services may also consist of a night shift of eight (8), ten (10) or twelve (12) hours per shift with a one-half (1/2) hour unpaid lunch.
- c) Where an afternoon, night and/or weekend shift has been enacted, full time staff members will be placed on it in order of reverse seniority unless staff member/s voluntarily request to be placed on the shift. Where full time staff member/s volunteers for an afternoon shift placement, they will waive their right to equally shared overtime under clause 15.04.

14.03 Every employee shall be entitled to a thirty (30) minute lunch period and two (2) fifteen (15) minute rest periods. Rest Periods will be allocated one in the in the first half and one in the second half of their shift at a time and location acceptable to the Corporation.

14.04 Work schedules shall be posted in periods of eight (8) weeks. The Corporation will make every effort to post schedules fourteen (14) calendar days in advance and except in the case of emergency or unforeseen circumstances will not change the posted schedule. In the event that it becomes necessary to change the schedule as provided herein, the Corporation will make every effort to ensure that the employee(s) has a minimum of one hundred and twenty (120) hours notice.

14.05 An employee may exchange shifts with other qualified employees on the following conditions:

- a) that such exchange of shift shall not result in any overtime or premium pay for the Employer;
- b) such exchange of shift shall only be between qualified employees;
- c) the Employer will require at least one hundred and twenty (120) hours notice of such a change of shift;
- d) the Employer will not unreasonably withhold such consent for a change of shift;

## **Article 15 – Overtime**

### **15.01 Overtime Defined**

- a) Overtime shall mean any and all hours worked in excess of the regular scheduled shift and beyond forty (40) hours per week and shall be paid at time and one-half of the employees regular hourly rate.

- b) All overtime work performed on Sunday shall be at double time.
- c) The union recognizes that overtime is a requirement of the positions and employees will endeavour to respond when requested.
- d) All overtime work performed must be pre-approved by the Supervisor/Manager or designate.

#### 15.02 Compensation for Work on Paid Holidays not Regularly Scheduled

All hours worked on a paid holiday shall be on the basis of double time plus the holiday pay providing the employee qualifies for statutory holiday pay as per Article 16.05. Where an employee does not qualify for statutory holiday pay as per Article 16.05, the *Employment Standards Act* will apply.

- 15.03 Overtime shall be paid to employees in accordance with this provision. However, an employee will be entitled to accumulate up to one hundred and twenty (120) hours per calendar year of overtime which the employee will be entitled to take as time off. Such time off shall be taken at a time to be mutually agreed upon by the Employer and the employee. The Employer will consider requests for time off and approval will not be unreasonably withheld. Where a conflict arises, the procedure for granting time off will follow that contained within Article 17.08. There shall be no carryover of overtime from one calendar year to the next. The one hundred and twenty (120) hour accumulation permitted under this article may be from accumulated overtime or Statutory lieu day. There shall be no carry over of overtime from one calendar year to the next. Any unused time will be paid out in January of each year at the rate of pay the employee was earning on December 31 of the previous year.

Any overtime opportunity to or after an existing shift which is less than three (3) hours will be paid or banked at the applicable overtime rate for the actual hours worked.

#### 15.04 Sharing of Overtime

- a) As much as possible, the Corporation will offer overtime opportunities by seniority on a rotational basis with the principle of distributing overtime in a fair and equal manner for all opportunities within operational constraints, equally among full-time staff in the same job classification or according to the employees who are qualified to perform the available work within a calendar year.

Non-Fulltime employees will only be called out for overtime if no full-time employee is available. An employee who refuses overtime shall be deemed to have worked the hours required for the purposes of this article. The Employer shall post the overtime opportunities allocated to each employee during the year by the 15th of each month.

- b) Roads Winter Plowing Call-Out

Nothing withstanding a) above, during roads winter plowing opportunities should there be the need to call out employees for winter roads plowing operations, it will be done so by the assigned winter roads plow route and offered first to the employee who regularly maintains that route. If the employee declines the call out opportunity, the provisions within this article will apply.

### 15.05 Call Back Pay Guarantee

An employee who is called into work outside their regular hours shall be paid for a minimum of three (3) hours at time and one-half (1 1/2).

Any overtime opportunity prior to an existing shift which is less than three (3) hours will only be paid at time and one half for the actual hours worked.

### 15.06 On call System

The Corporation requires the participation of Bargaining Unit employees in a On Call System for any Service Group or part of a Service Group which is covered by this agreement.

Employees will have an opportunity to apply for participation in the On Call System once each year at a time determined by the Corporation and will be required to remain on the system for at least a one year period.

Qualified employees who indicate to the Corporation in writing their desire to be on the On Call System will be included in the On Call rotation. The Corporation will determine which employees are qualified, which determination shall not be unreasonably made. The Corporation will advise the employees in advance of the required qualification.

If the number of employees on the On Call rotation is to be limited, preference will be given to the qualified employees in order of seniority. Conversely, if there are insufficient qualified applicants for participation in the On call rotation, the Corporation will assign qualified employees to the On Call rotation in reverse order of seniority.

Where an employee is required by the Corporation to be on, On Call that employee shall be entitled to On Call Pay at the rate of forty dollars (\$40.00) per weekday and fifty-five dollars (\$55.00) per day on weekends and statutory holidays.

The Corporation will pay those employees acting in the capacity of the On Call person the premium of six (\$6.00) as of the date of ratification in addition to the employees current rate of pay. Overtime rates **will not** be applied to this rate for hours worked in this capacity. Such compensation will be provided to the first responder, for the duration of the time worked in this capacity when called in pursuant to the clause.

## Article 16 – Holidays

16.01 The Corporation recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	National Day of Truth and Reconciliation
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Family Day	Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Government.

## **16.02 Floating Holiday**

In addition to the above paid holidays, each employee shall be entitled to one day each year to be known as a "Floating Holiday". Written requests for the taking of the Floating Holiday may be made at any time during the calendar year. However, the employer requires at least fourteen (14) days notice prior to granting such request. The consent of the Employer will not be unreasonably withheld and shall be confirmed in writing within seven (7) days. The Floating Holiday shall not be carried forward from one year to the next.

## **16.03 Substitute Day for Observance of Holiday**

- a) When any of the holidays specified in Section 16.01 falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the working days(s) in (b) below shall be deemed to be the holiday(s) for the purpose of this Agreement.
- b) In the case of an employee who works on rotating or special shifts and is scheduled to work a shift, the majority of hours of which fall within the twenty-four (24) hour period of the actual holiday (i.e. Christmas Day, Boxing Day, New Year's Day or Canada Day), the premium rate of pay referred to in Article 16.04 will apply to such holidays and not the designated day of observance of that holiday. Under no circumstances will the employee be paid the premium rate for both the actual holiday and the day designated to be observed as that holiday.
- c) An employee who is on shift work and whose regular day off falls on a holiday may apply for a day's holiday pay or, alternatively, may elect a lieu day. Such option must be selected within the affected pay period and, if a lieu day is selected, it must be taken within three (3) months at a time mutually agreed upon.

## **16.04 Pay for Regularly Scheduled Work on a Holiday**

If an employee works on one (1) of the above-named holidays they shall receive payment at time and one-half (1 1/2) for the hours actually worked by them in addition to receiving holiday pay.

## **16.05 Eligibility for Paid Holiday**

An employee shall not be eligible for holiday pay unless they work their last regularly scheduled shift before the holiday, and their first regularly scheduled shift after the holiday. This provision shall not apply, however, if the employee is absent from work with permission on either or both of the above days. Similarly, this provision shall not apply if an employee fails to report for work due to illness which is verified (if so requested) to the satisfaction of the Corporation.

Statutory holiday pay will be provided to employees in accordance with the provisions and formula for payment as set out in the *Employment Standards Act*.

- 16.06 When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive another day's pay at their standard basic rate, or if in the

judgement of the Corporation it will not adversely affect operations, the employee shall be given an additional day off in lieu thereof with pay at a time mutually agreed upon by the employee and the Corporation.

**Article 17 – Vacations**

**17.01 Length of Vacation**

- a) All new employees shall receive one (1) day's paid vacation for each month of continuous employment with the Corporation in their first calendar year of employment (to December 31<sup>st</sup>). For clarity, if an employee commences employment on February 1<sup>st</sup>, they would be entitled to eleven (11) days' vacation for that calendar year that may be used upon successful completion of their probationary period and per scheduling of vacation parameters within Article 17.
- b) All permanent employees shall receive vacation with pay in accordance with credited services within the Corporation as follows:

<b>c) <u>Length of Continuous Service</u></b>	<b><u>Vacation Entitlement</u></b>
1 year	3 weeks
5 years	3 weeks + 1 day
6 years	3 weeks + 2 days
7 years	3 weeks + 3 days
8 years	3 weeks + 4 days
9 years	4 weeks
13 years	4 weeks + 1 day
14 years	4 weeks + 2 days
15 years	4 weeks + 3 days
16 years	4 weeks + 4 days
17 years	5 weeks
23 years	5 weeks + 1 day
24 years	5 weeks + 2 days
25 years	5 weeks + 3 days
26 years	5 weeks + 4 days
27 years	6 weeks
30 years	6 weeks + 3 days

Effective January 1, 2025:

<b><u>Length of Continuous Service</u></b>	<b><u>Vacation Entitlement</u></b>
1 year	3 weeks
5 years	3 weeks + 1 day
6 years	3 weeks + 2 days
7 years	3 weeks + 3 days
8 years	3 weeks + 4 days
9 years	4 weeks + 1 day
10 years	4 weeks + 2 days
11 years	4 weeks + 3 days

12 years	4 weeks + 4 days
13 years	5 weeks
17 years	5 weeks +1 day
23 years	5 weeks + 2 days
24 years	5 weeks + 3 days
25 years	5 weeks + 4 days
26 years	6 weeks
27 years	6 weeks+ 1 day
30 years	6 weeks + 4 days

Effective January 1, 2022, all employees who were employees of the Corporation on December 31, 2021 shall have their vacation time earned in 2021 banked and shall use their vacation time earned in the current year. Each employee may use their banked vacation time in accordance with the vacation approval policy in their service area during the remainder of their employment period with the Corporation provided such vacation is taken after the employee's regular vacation bank is depleted each year. Upon termination of employment, unused banks shall be paid to the respective employee at the rate of pay they earned on December 31, 2021. The Employer agrees to report the vacation bank balance to each employee with each pay until depleted.

**17.02 Vacation Pay on Termination**

An employee severing their employment at any time in the vacation year, prior to using their vacation shall be entitled to a proportionate payment of wages in lieu of such vacation.

**17.03 Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Corporation.

17.04 In the event of the death of an employee, their heirs or their estate shall be entitled to receive such vacation pay as may stand to their credit, subject to the necessary Succession Duty Releases filed with the Town Treasurer.

17.05 Employees may carry over up to five (5) days of vacation to be used in the first six (6) months of the following year in which the vacation was earned. There will be no payout of unused carry over vacation. Requests for vacation time off will be granted provided this does not interfere with the efficient operations of the Service Groups.

17.06 Despite anything contained in this section, an employee who has been granted and taken vacation leave and terminates their employment before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from their termination pay.

17.07 Applications for scheduling vacation should be made in writing by November 1 for the follow 1-year period (January 1 – December 31). Management will process and approve all applications, subject to Article 17.01, in accordance with the following:

- a) Applications for vacations periods consisting of full-work-week increments will be processed first, so as to enable the greatest possible number of permanent

employees to take their vacation during their preferred periods. ("Work week" mean an employee's work week and can include paid holidays and lieu days.) If a conflict arises between two or more employees with respect to such vacation preferences, seniority shall govern.

- b) Once all applications have been processed for vacations in full-work-week increments, Management will process and approve applications for vacation periods consisting of less than full-work-week increments. If a conflict arises between two or more employees with respect to such vacation preferences, seniority shall govern.
- c) Approved vacation schedules shall be posted by December 1. After December 1, a period of approved vacation cannot be changed except by mutual agreement of the employee and the appropriate exempt supervisor.
- d) An application for scheduling vacation made after November 1 should be submitted in writing as far in advance of the requested time as possible. A response to the request will be provided within 7 working days. Management will process and approve such applications, subject to Article 17.01, on a first-come first-served basis. If two or more employees simultaneously request that same vacation time, and a conflict arises, seniority shall govern. Once such an application for scheduling vacation has been approved, such scheduling cannot be changed except by mutual agreement of the employee and the appropriate exempt supervisor. The approved vacation schedule will be updated as required.
- e) In all cases, the granting of vacation will be subject to the requirements of efficient operations of the service area.

17.08 Where an employee agrees to attend an overtime opportunity prior to their scheduled vacation time, the employee will leave at the time of their vacation.

Where the employee is requested to work through their vacation time, they may receive pay at time and one half or rebook their scheduled vacation day.

## **Article 18 – Sick Leave Provisions**

### **18.01 Amount of Sick Leave and Personal Emergency**

- a) Thirty-two (32) sick hours for incidental illness where the employee is not hospitalized.
- b) Thirty-two (32) hours to be used for personal emergencies for use as follows:
  - Personal illness, injury or medical emergency,
  - Illness, injury, medical emergency or urgent matter relating to the following family members:
    - spouse (includes both married and unmarried couples, of the same or opposite genders)

- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- brother or sister of the employee
- relative of the employee who is dependent on the employee for care of assistance

c) Contract employees will be entitled to twenty-four (24) hours as per 18.01b).

d) Casual contracts (working 40 hours per week) with a contract term of nine (9) months or greater will be entitled to sixteen (16) hours as per 18.01b).

A probationary employee shall be entitled to leave of absence with pay for a minimum of two (2) scheduled shifts (to a maximum of 24 hrs total based on length of scheduled shift) after the first week of employment. An employee who has successfully completed their probationary period during the calendar year shall be entitled to the remainder of the prorated time.

These hours are not accumulative from year to year.

Each year an employee may carryover unused sick time hours to a maximum of two-hundred and forty (240) hours only to be utilized towards short term disability top up payments at the rate of .25 per hour of sick time. Carryover of sick time may not be used for any other purposes and has no monetary value upon termination or retirement from the Corporation.

## **18.02 Proof of Illness**

Subject to the requirements of the Employment Standards Act, at the request of management or designate, employees shall provide a doctor's certificate, or documentation reasonable in the circumstances, for each absence from work where such absence is deemed a leave under 18.01 a) or b) above.

Where a certificate is required by the Employer it will be at the Employer's expense.

For incidental illness, employees are required to call in absent prior to the commencement of their scheduled shift.

Employees must inform their Supervisor or Manager of their need for personal leave for the above noted family members, and wherever possible, twenty-four (24) hours prior to the commencement of the work day as well as on each subsequent day(s) of absence, unless notification cannot reasonably be given and/or where notification has been provided for the length of the absence. In the event that such notification cannot reasonably be given within this period, such employee must notify, or cause the notification to be given, at the earliest reasonable opportunity.

## **Article 19 – Leave of Absence**

19.01 Upon written application to the Service Area Manager/Supervisor and Manager of People & Talent and submitted at least three (3) weeks in advance, an employee may be granted an unpaid leave of absence equal to an aggregate of twenty (20) working

days per year for the entire bargaining unit to represent the Union at conventions, executive, committee meetings, or workshops. Upon mutual consent between the Union and the Employer, additional days may be granted.

The employee's pay and benefits shall not be interrupted, however, the Union shall reimburse the Corporation for all pay and benefits.

An employee who is a Volunteer Fire Fighter for the Town of Innisfil may be granted an unpaid leave from work to respond to an Innisfil Fire Services emergency call at the discretion of the immediate Supervisor, but such leave will not be granted where the employee is working in a facility where a program is in progress or performing on-call or overtime duties. Such leave shall not create an overtime situation.

#### **19.02 Paid Bereavement Leave**

- a) An employee shall be granted five (5) days leave of absence with pay, in the event of the death of a member of their immediate family provided that such days fall on regular working days.
- b) "Immediate Family" shall mean the employee's parents, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild. The Corporation shall be entitled to demand proof of death and relationship.
- c) One (1) day leave of absence with pay shall be granted for an aunt and uncle.
- d) Except in exceptional circumstances, bereavement leave shall be taken proximate to the death, and in all cases, within twelve (12) months of the death occurring, provided that paid bereavement leave days as specified in a) are still available.
- e) Notification for bereavement leave must be made to the employee's supervisor or designate as soon as possible and prior to their scheduled shift.
- f) For the purpose of attending a funeral or memorial service outside of the Province, the Corporation may grant additional time off at its discretion.
  - i. An employee shall be granted one (1) day leave of absence with pay to attend the funeral or memorial service of the grandparent or grandchild of the employee's spouse provided that such day falls on a regular working day.

#### **19.03 Paid Jury or Court Witness Duty Leave**

- a) The Corporation shall permit a leave of absence to an employee who serves as a juror or who is subpoenaed as a crown witness or is a witness for the Corporation in any court. The Corporation shall pay such an employee their regular wage and the payment the employee receives for jury service or crown witness or as a witness for the Corporation shall be forwarded to the Town immediately upon receipt thereof. The employee will present proof of service and the amount of pay received.

- b) The employee is required to notify the Corporation as soon as possible of selection for jury duty or crown witness.

## **Article 20 – Payment of Wages And Allowances**

### **20.01 Pay Days**

The Corporation shall pay wages every two (2) weeks based on hours worked and timesheets submitted by the employee (except in exceptional circumstances) in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.

Employees will advance to the next step on the grid on their anniversary date in each year to the maximum step based on satisfactory performance being achieved as determined by their immediate Supervisor.

On each pay day each employee shall be provided with an itemized statement of their wages, overtime and deductions.

### **20.02 Pay on Temporary Transfer, Higher Rated Job**

When an employee, at the request of the Corporation, temporarily relieves in or performs the principal duties of the higher paying position, they shall receive the rate for the job.

### **20.03 Pay on Temporary Transfer, Lower Rated Job**

When an employee, at the request of the Corporation, is temporarily transferred to a position paying a lower rate their rate shall not be reduced.

### **20.04 Automobile Allowance**

The Corporation will pay an employee who is required by the Corporation to use their automobile for business pertaining to the Town, an automobile allowance in accordance with the rate established from time to time by the Corporation.

### **20.05 Meal Allowance**

- a) Any employee required to work four (4) hours or more of continuous overtime following their shift shall be provided with a meal allowance of fifteen dollars (\$15.00).
- b) Where an employee is called to fill in for an absent employee and the employee is not given two (2) hours notice and the employee works six (6) hours or more, they will be entitled to the meal allowance.

### **20.06 Temporary Transfer Outside of Bargaining Unit**

Where the Corporation temporarily transfers an employee to a position outside of the Bargaining Unit, the rate of pay shall be not less than \$1.00 per hour above the employee's current Bargaining Unit rate.

## **20.07 Tool Allowance**

Effective January 1, 2019, full time mechanics, upon proof of purchase or repair for tools, will be entitled to a maximum of seven hundred dollars (\$700.00) per calendar year. Receipts shall be submitted no later than December 1st of each year to their immediate Supervisor or designate. Effective April 1, 2021, full time mechanics, upon proof of purchase or repair for tools, will be entitled to a maximum of seven hundred and fifty dollars (\$750.00) per calendar year.

## **Article 21 – Job Classification and Reclassification**

### **21.01 Changes in Classification**

The Corporation shall have the right to establish new or changed occupational classifications and to establish the job title and wage rate assigned thereto.

Management will discuss the wage rate with the Union. In the event that the Union disagrees with the wage rate, the Union may submit the matter to the Grievance Procedure at Step 3.

## **Article 22 – Employee Benefits**

### **22.01 Pension Plans**

In addition to the Canada Pension Plan, every employee shall join the basic OMERS Pension Plan. The Corporation and the employee shall make contributions in accordance with the provisions of the plan. The Corporation shall provide and pay for one hundred percent (100%) of the cost of the premiums for Extended Health, Dental and Vision Care to the age of sixty-five (65) for those employees who take early retirement. This coverage will be available to employees from their retirement date with unreduced OMERS or age sixty (60), whichever first occurs; and based on minimum of five (5) completed years of service with the Town of Innisfil. It will be the employee's responsibility to provide proof of their retirement date with unreduced OMERS.

### **22.02 Hospital Medical Insurance**

The Corporation shall pay one hundred percent (100%) of the premiums for the following benefits:

- a) O.H.I.P
- b) Extended Health including Vision Care in the amount will increase to five hundred dollars (\$500.00) per employee or dependent in a twenty-four (24) month period for the purchase of corrective prescription lenses (including corrective prescription contacts) and frames. In addition, the Corporation shall pay for one (1) eye examination per consecutive 24 month period per employee and each dependent.
- c) A maximum of seven hundred and fifty dollars (\$750.00) per 5 years for Hearing Aids.

### 22.03 Group Life and A.D. & D. Insurance

The Corporation shall pay one hundred percent (100%) of the premium for the following benefits:

- a) Group Life (2 x salary)
- b) A.D. & D. (2 x salary)

### 22.04 Weekly Indemnity and Long Term Disability

The Corporation shall pay one hundred percent (100%) of the premium for the following benefits:

- a) Short Term Disability, due to sickness or accident, equal to seventy-five percent (75%) of the gross salary to a maximum of one thousand dollars (\$1000.00) per week, excluding Workers' Compensation benefits. Period – seventeen (17) weeks first (1st) day of accident or fourth (4th) day of sickness or first (1st) day hospitalization in either case.
- b) Long Term Disability, continues following expiration of short term disability payment equal to seventy-five percent (75%) of gross salary, maximum three thousand five hundred dollars (\$3,500.00) per month, payable to normal retirement date or death, whichever comes first.
  - i. The Corporation shall continue to pay the premiums for a maximum period of twenty-four (24) months for Group Life Insurance, A.D.&D, Extended Health, Dental and Vision, excluding pension, for those employees on Disability.
- c) Graduated Return to Work, during a graduated return to work program, an employee will be compensated their regular hourly rate for the actual hours worked and, if required, the applicable percentage of their regular hourly rate (based on the specific disability benefit) for the hours that they would otherwise have normally worked.

### 22.05 For employees who work beyond 65 years of age:

The Corporation will provide a **limited** benefit program that includes an equally **co-shared premium** and limited maximums.

- **Basic Life** will reduce by 50% at age 65, terminating at age 70.
- **Health and Dental Benefits:**
  - i. Extended to the earlier of retirement or age 70.

### 22.06 Dental Plan

The Corporation shall pay one hundred percent (100%) of the premiums of the present dental plan, with the O.D.A. schedule of fees at one year below current year. The

present dental plan benefits include the provision for new dentures or replacements on a fifty percent (50%) co-insurance basis whereby the Corporation's insurance carrier will pay 50% of the cost of new dentures or replacements subject to a maximum of fifteen hundred dollars (\$1500.00) per person per year. The 50% portion to be paid by the Corporation's insurance carrier will not exceed fifteen hundred dollars (\$1500.00) per person per year.

In addition, coverage shall be provided for orthodontics on a 50% co-insurance basis, subject to a maximum of two thousand seven hundred and fifty dollars (\$2,750.00) lifetime coverage per dependent child, under 18.

22.07 The benefits provided under this Article will be in accordance with and subject to the terms and conditions of the contract entered into by the Corporation with the respective insurance agency.

All benefits premium increases and benefit plan changes shall commence at the beginning of the month after the date stipulated for a change.

22.08 All employee benefits, excluding pension shall be paid by the Employer for the duration of the short term disability period in accordance with legislation.

### **Article 23 – Clothing and Safety Boot Allowance**

#### 23.01 Clothing

Where the Corporation determines that employees must wear uniforms specified by the Corporation-it shall provide these to the employees at no cost to the employee.

Full-time employees will be entitled to select from Employer provided clothing options based on health and safety, legislative requirement/standards and role requirements on an annual basis to a maximum of \$600.00 per year, inclusive of pants, shirts and coveralls. At the discretion of the Corporation or at least once every two years, the employee will be provided, as required: a winter jacket. Casual, part-time and contract employees will be entitled to select from management provided clothing options and Employer selected vendor based on health and safety and role requirements on an annual basis to a maximum of \$325.00 per year.

Employees are responsible for their choices made from management provided options and must ensure they select sufficient types of clothing to be dressed appropriately for their duties and recognizable as Town employees. The Town logo shall be on all articles of clothing with the exception of pants.

The employee will be responsible for keeping their clothing clean, in good repair, safety conscious and consistent with the responsibilities of their position. If the article of clothing is damaged/worn out and requires replacement due to health and safety considerations, the Employee is to make their Manager/Supervisor aware so that a replacement item can be provided on a turn in basis, at the discretion of the Manager. The Corporation will provide the employees with personnel protective clothing and equipment and require employees' to wear appropriate safety equipment when requested, in accordance with the Occupational Health and Safety Act.

## **23.02 Safety Boots**

The Corporation will reimburse full-time employees up to \$275.00 per calendar year for the purchase of suitable approved CSA green patch work boots upon submission of appropriate receipts. Safety footwear must be worn and fastened properly.

Probationary employees shall submit appropriate receipt for reimbursement of suitable approved CSA green patch work boots upon successful completion of probationary period.

## **Article 24 – Job Security**

24.01 In order to provide job security for members of the bargaining unit, the Corporation will not contract out work normally performed by members of the bargaining unit if this results in a layoff of an employee in the bargaining unit.

Except in cases of emergency, the Employer agrees to notify the Union in writing a minimum of sixty (60) calendar days in advance of any additional contracting-out of work normally performed by the Employees of the Bargaining Unit.

The Employer shall set up a meeting with the Union in advance of the aforementioned notice being provided and the meeting shall occur within five (5) working days of the meeting request. At that meeting, the Employer shall identify the work to be contracted out and the reasons that have led to the decision.

## **Article 25 – Health and Safety**

25.01 The Corporation and the Union agree that there shall be a Joint Occupational Health and Safety Committee established under the Occupational Health and Safety Act, as amended from time to time. Three (3) representatives, each from different service areas of the operations department (for this article only, service area refers to Roads, Fleet, and Parks/Arena/Facilities) from this bargaining unit shall be selected, elected or appointed by the Union as Representatives/Members on the said Joint Occupational Health and Safety Committee.

## **Article 26 – Corporate Culture and Collaboration**

26.01 CUPE and the Corporation recognize that the corporate culture is the pervasive values, beliefs and attitudes that characterize the organization and guide its practices. Embedded in the Town's corporate culture is to work collaboratively, cross-functionally and in a manner that advances the corporations mandate of serving the community. The Corporation and CUPE agree to work collaboratively to realize these benefits and will endeavor to find solutions that advance the organizations goals and objectives. Collaboratively, the corporation and CUPE will partner to achieve these goals and strategize on ways of realizing what needs to be accomplished to implement the corporate objectives and actions in the best interest of staff and the community.

## **Article 27 – Amalgamations and Mergers**

- 27.01 In the event the Corporation merges or amalgamates with any other body, the Corporation undertakes to make every effort to ensure that:
- a) Employees shall be credited with all seniority rights with the new Employer.
  - b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer subject to the provisions of any labour contract in effect with the new Employer.
  - c) Employee will not suffer a reduction in wages.

The foregoing is subject to the applicable provisions of any Provincial legislation.

## **Article 28 – Payment of Certificates**

### **28.01 A-Z and D-Z Licence Designation Payment**

For those current Bargaining Unit employees who presently hold their A-Z and D-Z licenses designation as required by the Corporation for the performance of their jobs or for current employees applying for a new job which requires the A-Z or D-Z designation, the Corporation will pay for the annual renewal cost of the license (driver's examination, written examination and medical examination costs) up to a maximum of two hundred and forty dollars (\$240.00).

Any other current employees who wish to obtain and maintain their A-Z or D-Z designation in future may be covered upon written request to, and at the sole discretion of management.

### **28.02 Refrigeration B Certificate Payment**

Where the Corporation requires an employee within the OSPRFS to possess a Refrigeration B certificate, the corporation will pay for the cost of the annual renewal of the certificate.

- 28.03 Effective January 1, 2019, for those current Bargaining Unit employees who as a requirement by the Corporation for the performance of their jobs require specific licensing will have their regular renewal costs and any corporation required training and associated paid time off covered by the Corporation. Overtime costs will not be paid for training attendance.

## **Article 29 – Term of The Agreement**

### **29.01 Duration**

This agreement shall be binding and remain in effect from April 1, 2024 to March 31, 2027 from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the termination date to the other party of their desire to amend or terminate this Agreement.

29.02 In the event of such notification being given as to amendments of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or a time mutually agreed to by the parties.

**Article 30 – Bulletin Boards**

30.01 The Corporation shall furnish the Union with Bulletin Boards for the use of the Union in posting Union notices and official papers in all workplaces mutually agreed by both parties. Notices will be posted only by the authorized Union Representatives and shall be in keeping with the spirit and intent of this Agreement. All such postings must first receive the authorization of the service area Manager or designate.

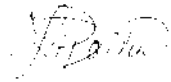
**Article 31 – Retroactivity**

31.01 If the signing of this agreement takes place after the termination of the previous Collective Agreement, all those employees employed by the Corporation on the date of signing of this Agreement shall receive full retroactive increase in pay and benefits, unless otherwise agreed to by the parties. Any employee who retired between the termination of the previous collective Agreement and the ratification of this Agreement shall receive full retroactive increase in pay.

**In Witness Whereof** each of the parties has caused this Agreement to be signed by its duly authorized representatives.

**Dated at Innisfil this 9<sup>th</sup> day of October 2024.**

**On behalf of the Corporation**



\_\_\_\_\_  
Lynn Dollin, Mayor

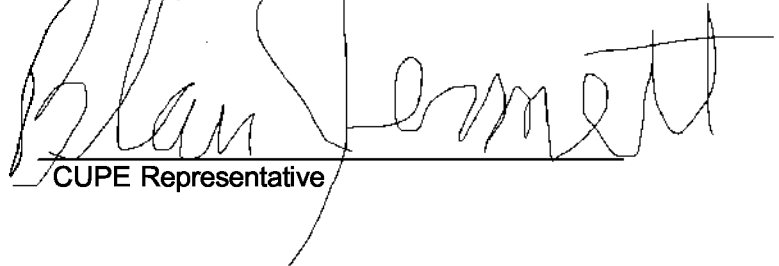


\_\_\_\_\_  
Patty Thoma, Clerk

**On behalf of the Canadian Union of  
Public Employees and its Local 2380-01**



\_\_\_\_\_  
CUPE Representative



\_\_\_\_\_  
CUPE Representative

**Schedule "A"**

Effective April 1, 2024

**STEP**

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<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Lead Hand Roads and Parks	31.86	33.55	35.30	37.18
II	Operator II	27.69	29.02	30.40	31.85
I	Operator I Hybrid (Roads/Parks) Operator	26.67	27.98	29.35	30.82

**STEP**

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<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Facility Operator Horticulturalist	28.06	29.24	30.53	31.79
II	Parks and Arena Operator II Facility Attendant	26.88	28.16	29.45	30.84
I	Parks and Arena Operator I	26.46	27.57	28.82	29.81

**STEP**

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<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
IV	Emergency Vehicle Technician Truck & Coach Automotive Technician	34.80	36.63	38.42	40.20

Effective April 1, 2024

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Lead Hand Roads and Parks	32.98	34.72	36.54	38.48
II	Operator II	28.66	30.04	31.46	32.96
I	Operator I Hybrid (Roads/Parks) Operator	27.60	28.96	30.38	31.90

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Facility Operator Horticulturalist	29.04	30.26	31.60	32.90
II	Parks and Arena Operator II Facility Attendant	27.82	29.15	30.48	31.92
I	Parks and Arena Operator I	27.39	28.53	29.83	30.85

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
IV	Emergency Vehicle Technician Truck & Coach Automotive Technician	36.02	37.91	39.76	41.61

Effective April 1, 2025

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Lead Hand Roads and Parks	34.05	35.85	37.73	39.73
II	Operator II	29.59	31.02	32.48	34.03
I	Operator I Hybrid (Roads/Parks) Operator	28.50	29.90	31.37	32.94

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Facility Operator Horticulturalist	29.98	31.24	32.63	33.97
II	Parks and Arena Operator II Facility Attendant	28.72	30.10	31.47	32.96
I	Parks and Arena Operator I	28.28	29.46	30.80	31.85

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
IV	Emergency Vehicle Technician Truck & Coach Automotive Technician	37.19	39.14	41.05	42.96

Effective April 1, 2026

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Lead Hand Roads and Parks	35.07	36.93	38.86	40.92
II	Operator II	30.48	31.95	33.45	35.05
I	Operator I Hybrid (Roads/Parks) Operator	29.36	30.80	32.31	33.93

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
III	Facility Operator Horticulturalist	30.88	32.18	33.61	34.99
II	Parks and Arena Operator II Facility Attendant	29.58	31.00	32.41	33.95
I	Parks and Arena Operator I	29.13	30.34	31.72	32.81

**STEP**

<b>Band Level</b>	<b>Position(s)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
IV	Emergency Vehicle Technician Truck & Coach Automotive Technician	38.31	40.31	42.28	44.25

<b>Vehicles and Equipment *</b>	
Operator I	Operator II
Pick-up Truck	Grader
Service Truck	Backhoe
Single Axle Combination	Vactor
Tandem Axle Combination	Excavator – Any size
Street Sweeper	Skid Steer
Trackless – Any attachment	Gradall
Tractor – Any attachment	Dozer
Bi-Directional – When performing tractor functions, grass cutting (non boom flail) or snow plow operations (blade)	Bi-Directional when used as loader, with Flail attachment or snowblower
Loader – Less than 2 hours continuous	Loader – Greater than 2 hours continuous
Roller – Any size	
Scissor Lift	
Zamboni	

*\*Does not apply to Hybrid positions*

The parties agree to discuss the categorization of new pieces of equipment before being put into service.

*All monetary changes shall commence upon the beginning of the pay period after the date stipulated for a change.*

A-1- Part Time Employees: 2080 hours worked= 1 year of service.

A-2- Premium Rate for Welder Fitter: \$3.00 per hour for time worked.

A-3- Premium Rate for A-Z Driver: \$1.50 per hour for time worked as assigned by the Supervisor or Manager.

A-4- Responsibility Pay:

Responsibility pay will apply to an employee, when pre-designated by the Corporation at a rate of two dollars and fifty cents (\$2.50) per hour:

- a) In a recreation facility, in the absence of an exempt supervisor on a full shift basis, during the period that the ice is scheduled for use, or;
- b) In Innisfil Beach Park in the summer months in the absence of an exempt supervisor on a full shift basis.
- c) If another shift(s) is enacted in the Fleet/Operations sections and an exempt supervisor is not present, the most senior employee shall receive responsibility pay.
- d) To serve as Crew Leader assigned to supervise
  - contractual work
  - the work performed by a minimum of two (2) other employees for a minimum period of four (4) hours. For the purposes of this clause only, employee shall include probationary employees, students, casual and/or part-time employees.
- e) When assigned as competent person for training employees as solely determined by Supervisor or Manager. These hours shall be authorized by the Town prior to training being conducted. The competent person will be responsible for all associated training sign-offs.
  - There shall be no pyramiding of responsibility pay.

**A-5- Shift Premium**

Where the scheduled hours worked by an Operational Services employee are between 3:00 pm. and 7:30 a.m. for a period greater than 15 consecutive shifts they shall receive a shift premium of seventy-five (\$0.75) cents per hour for all such hours worked between 3:00 p.m. and 7:30 a.m. It is understood that there shall be no pyramiding of overtime benefits with shift premiums. It is also understood that this shift premium does not apply to a day shift that ends after 3:00 p.m. or starts at 7:00 am.

## Appendix A – Casual and Part-Time

### Casual Employee

- a) Means an employee engaged to fill a temporary position for a definite period of nine (9) months or less in any twelve (12) calendar months or an employee hired to temporarily fill the position of an employee on Long Term Disability, Workplace Safety and Insurance Board, Loss of Earnings benefits or Pregnancy/Parental Leave up to a maximum of two (2) years but in no case beyond one week after the time when the employee returns to work.

Such employees shall be entitled to all rights and benefits of this Agreement, except as follows:

Article 10	Grievance against discharge
Article 11	Seniority****
Article 12	Job Posting****
Article 13	Layoff/Recall
Article 16	Holidays*
Article 17	Vacations*
Article 18	Sick Leave- only as outlined in Article 18.01 d)
Article 20.02	Pay on Temporary Transfer to Higher Rated Job***
Article 22	Employee Benefits**
*	The Employment Standards Act, based on the holidays set out in Article 16.01, shall apply.
**	Subject to OMERS regulations.
***	Where a Casual Employee is transferred to a higher rated job for two consecutive weeks or more, they will be paid at step 1 for that position.
****	Limited rights as per Article 12.03

- b) Where a Casual employee:

- i. is the successful applicant in securing a full time job, they shall be paid per 'Schedule "A"' at the appropriate Band Level for the position.

It is understood that for all other purposes, the provisions of the Collective Agreement will apply and the date of hire shall be the date upon which they commenced full time employment.

## **Part Time Employees**

Means an employee who is regularly employed for not more than twenty-four (24) hours per week on a non-regular work basis.

Such employees will be entitled to all rights and benefits of this Agreement, except as follows:

Article 10	Grievance against discharge
Article 11	Seniority*****
Article 12	Job Posting*****
Article 13	Layoff/Recall
Article 14.02	Regular Work Week
Article 14.04	Work Schedules****
Article 14.05	Weekends off
Article 16	Holidays*
Article 17	Vacations*
Article 18	Sick Leave
Article 20.02	Pay on Temporary Transfer to Higher Rated Job***
Article 22	Employee Benefits**
*	The Employment Standards Act, based on the holidays set out in Article 16.01, shall apply.
**	Subject to OMERS regulations.
***	Where the Part Time Employee is transferred to a higher rated job for two consecutive weeks or more, they will be paid at step 1 for that position.
****	The Employer shall endeavour to schedule a minimum three (3) hour shift for Part-Time Employees working at Town owned facilities.
*****	Limited rights as per Article 12.03

**Casual & Part-Time and Facility Monitor Wage Grid**

**Effective April 1, 2024**

Casual & Part-time	25.36
Facility Monitor	23.86

**Effective April 1, 2024**

Casual & Part-time	26.25
Facility Monitor	24.70

**Effective April 1, 2025**

Casual & Part-time	27.10
Facility Monitor	25.50

**Effective April 1, 2026**

Casual & Part-time	27.91
Facility Monitor	26.27

*All monetary changes shall commence upon the beginning of the pay period after the date stipulated for a change.*

Letter Of Understanding

Between:

The Corporation of the Town of Innisfil

and

The Canadian Union of Public Employees (CUPE) Local 2380-01

**Benefits**

The medical benefits and disability/life insurance benefits provided under this contract;

Green Shield Canada (Contract Reference Code: TOI-, Division 15162)

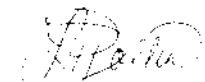
Beneva (Contract No. 003318, Category 3).

Will be governed by and subject to all the terms and conditions of the insurance contracts entered into by the Town with the insuring agency.

The Town may negotiate the terms and conditions and/or select alternate plan carriers for any employer provided benefits (ex. medical, disability, life insurance), provided however that the benefits and coverage are not reduced. The Town will provide updated carrier information and policy numbers id any changes occur in carrier(s).

In the event that any of the benefits are reduced, both parties must agree to the changes prior to the said changes being made.

**On behalf of the Corporation**



Lynn Dollin, Mayor



Patty Thoma, Clerk

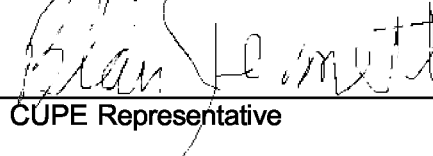
October 9, 2024

Date

**On behalf of the Canadian Union of Public Employees and its Local 2380-01**



CUPE Representative



CUPE Representative

October 15, 2024

Date

Letter Of Understanding

Between:

The Corporation of the Town of Innisfil

and

The Canadian Union of Public Employees (CUPE) Local 2380-01

**Joint Job Evaluation**

Whereas the parties met to review and revise Terms of Reference for Job Evaluation System Implementation (dated September 8, 2006).

Whereas the parties agreed to a revised Joint Job Evaluation Terms of Reference (signed October 10, 2023).

Either side, at their discretion and cost, may access outside resources for purposes related to implementation or evaluation (consultant/specialist support).

All existing classifications at time of ratification within the Bargaining Unit shall be evaluated within eight (8) months of terms of reference agreement, subject to extenuating circumstances as may be discussed between the parties.

**On behalf of the Corporation**



Lynn Dollin, Mayor



Patty Thoma, Clerk

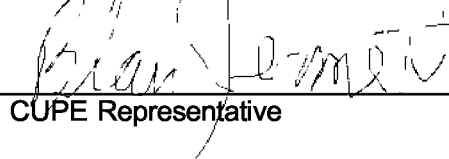
October 9, 2024

Date

**On behalf of the Canadian Union of Public Employees and its Local 2380-01**



CUPE Representative



CUPE Representative

October 15, 2024

Date

Letter of understanding

Between:

The Corporation of the Town of Innisfil

and

The Canadian Union of Public Employees (CUPE) Local 2380-01

**Clothing**

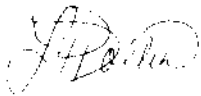
That the Town of Innisfil is currently under contract for the supply of clothing and apparel in accordance with the Town's Purchasing By-law.

And whereas, when the existing contract expires, and a new purchasing process begins, two appointed members representing CUPE will be given an opportunity to participate in/on the evaluation committee for the overall Request for Proposal submissions.

Members who participate in the process will be required to undertake Town purchasing training (roles and responsibilities of an evaluator) for RFP/RFPQ members and sign off on all related training and conflict of interest documents.

Should the two appointed members representing CUPE decline to participate in/on the evaluation committee for the overall Request for Proposal submission, they will remain eligible to participate in the process of choice of clothing with the Corporation.

**On behalf of the Corporation**



Lynn Dollin, Mayor

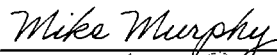


Patty Thoma, Clerk

October 9, 2024

Date

**On behalf of the Canadian Union of Public Employees and its Local 2380-01**



CUPE Representative



CUPE Representative

October 15, 2024

Date