Collective Agreement

Between

The Corporation of the Town of Whitby

And

The Canadian Union of Public Employees,

Local 53

(Full-Time Unit)

(April 1, 2023 - March 31, 2026)

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Collective Agreement

Made and entered into this 1st day of April, 2023 Between

The Corporation of the Town of Whitby

(Hereinafter referred to as "The Corporation") Of the first part

-And-

Canadian Union of Public Employees, Local #53

(Hereinafter referred to as "The Union") Of the second part

Article 1 - Purpose

1.1 The purpose of this Agreement is to provide for effective collective bargaining and mutually satisfactory employment relations between the Corporation and the Union. The purpose is also to provide for the prompt and equitable disposition of grievances, to establish and maintain safe and satisfactory working conditions, hours of work, wages, and to promote the morale and well-being of all employees who are subject to the provisions of this Agreement.

Article 2 - Scope

2.1 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all inside and outside Union employees covered by this Agreement save and except the following:

2.2 Foreperson and those above the rank of Foreperson, Professional Engineers, Financial Analyst (with a recognized accounting degree), Mayor and Council Office personnel, Chief Administrative Officer's Office personnel, Human Resource Services Office personnel, Information Systems personnel, students working the school vacation and those persons working twenty-four (24) hours per week or less.

2.3 Any position excluded from the bargaining unit shall be excluded according to the provisions of the Labour Relations Act. The Corporation will advise the Union of all newly created positions excluded from the bargaining unit.

Article 3 - No Discrimination/ No Harassment/ No Coercion

3.1 The Corporation and the Union agree that there will be no discrimination or harassment within the meaning of the Ontario Human Rights Code and/or the Occupational Health and Safety Act against any employee by the Town or the Union. The Corporation and the Union agree that there shall be no intimidation, discrimination, harassment, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, transfer, layoff, recall, discipline, or by reason of their membership or activity in the Union.

3.2 The Union agrees that there will be no Union activity, solicitation for membership or collection of dues on corporation time and no meetings on Corporation premises except with the prior permission of the Corporation.

Article 4 - General

4.1 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used, whenever the context so requires. Whenever a gender specific term is used in this Agreement, it shall be considered to include all expressions of gender identity whenever the context so requires.

4.2 Employees covered by this Agreement shall keep the Corporation and the Union informed of their current home address and telephone number.

Article 5 - No Strikes or Lock-Outs

5.1 The parties agree that there will be no strikes or lock-outs during the term of this Agreement, strikes and lock-outs to be as defined in the Ontario Labour Relations Act.

Article 6 - Employees' Responsibilities

6.1 The Corporation and the employees of the Town of Whitby, to the best of their ability, have an obligation within their defined roles, to provide for the health, safety and general welfare of the citizens.

6.2 It is agreed that non-Union employees will not regularly perform duties normally carried out by members of the bargaining unit except in cases mutually agreed upon by the Corporation and the Union or in the event of an emergency.

Article 7 - Union Security

7.1 During the lifetime of this Agreement, the Corporation shall deduct from the pay of all employees covered by this Agreement who are employed by the Corporation on each pay day whatever sum as may from time to time be authorized by the Union, and shall remit same prior to the end of such months to the Secretary-Treasurer of the Union. The said sums shall be accepted by the Union as the regular monthly dues of those employees who are members of the Union.

7.2 The Union agrees to keep the Corporation informed of the names and addresses of the Secretary and Treasurer of the Union.

7.3 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 operations of this section.

Article 8 - Grievance Procedure

8.1 Complaints and grievances of regular employees shall be dealt with in the following manner, and subject to 8.7 all grievances must be in writing and filed within seven (7) business days of the alleged grievance and all decisions shall also be in writing.

8.2 That in the event a grievance is filed with an immediate supervisor, it will also be filed concurrently with Human Resource Services provided failure to comply with this procedure shall not jeopardize the time limits in this Agreement.

8.3 The Union shall provide the Corporation with the names of the Grievance Committee, the Chief Steward, and the Stewards designated in each area.

8.4 "Business Day" shall be defined as Monday through to Friday inclusive, excluding approved Statutory Holidays.

8.5 When an employee is considered to be discharged or suspended without just cause, the employee shall be entitled to a hearing under Article 8 - Grievance Procedure, and Steps 1 and 2 of Article 8 shall be omitted in such cases.

8.6 Any of the time limits set out above may be extended by mutual agreement in writing between the parties involved.

8.7 The Parties agree that they will endeavour to resolve the matter in dispute by discussion prior to Step 1.

8.8 Where a group grievance involves a group of employees in the same department, it may be initiated at Step 1 or filed at Step 2 at the Union's discretion. Group grievances involving a group of employees in two (2) or more departments shall be filed at Step 3.

8.9 Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union commencing at Step 3.

8.10 The Union shall have the right to have the assistance of a CUPE National Representative from Step 1 grievances, up to an including, Arbitration, as well as during collective bargaining, provided their attendance does not unreasonably delay the process.

STEP 1

An employee, assisted by a Steward, shall first take the matter up with their immediate Supervisor by presenting a written grievance which sets out the Article of the Agreement which is alleged to have been violated. The Supervisor shall reply in writing to the grievance within five (5) business days from the date of receipt of the written grievance. Failing settlement at this stage, the employee may, within five (5) business days after receiving the Supervisor's reply, process the matter to Step 2.

STEP 2

The employee, assisted by a Steward, may take the matter up with the appropriate Department Head or designate. The Department Head shall reply in writing to the grievance within five (5) business days after the matter was taken up with them. Failing settlement at this stage, the employee may, within five (5) business days after receiving the Department Head's reply, process the matter to Step 3.

STEP 3

The employee, assisted by a Steward and/or the Union Committee, may take the matter up at a meeting with the Administrator, at which time any or all of the people concerned may be present. The written decision of the Administrator shall be given within seven (7) business days. Failing settlement at this stage, the employee may, within seven (7) business days after receiving the Administrator's reply, process the matter to Step 4.

STEP 4

Step 4 of the grievance procedure is mediation with mutual agreement between the parties. If the parties at this step are unable to reach a satisfactory settlement, or if they do not agree to mediation, the grievance may proceed to arbitration. No person acting as a mediator at this Step shall be appointed as an Arbitrator without the consent of both parties. All costs associated with the engagement of a mediator shall be shared equally between the Union and the Corporation.

Either party must notify the other, in writing, of the intention to seek mediation within ten (10) calendar days of the date of the Administrator's decision at Step 3.

Article 9 - Arbitration

9.1 It is agreed by the parties that any difference of opinion relating to the interpretation, application, or administration of this Agreement which cannot be settled after exhausting the grievance procedure will be settled by Arbitration as defined in Section 48, subsection (2) of the Ontario Labour Relations Act.

9.2 Limitation Upon The Board of Arbitration

9.2.1. An Arbitration Board shall not be authorized to alter, modify, amend or add to any part of this Agreement.

9.2.2. No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.

9.3 Each party shall be responsible for the expenses of its own appointee, and an equal share of the fees and expenses of the Chairperson.

Article 10 - Management Grievances

10.1 It is understood that the Corporation may bring forward at any meeting with the Union Committee any complaint or grievance, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to Arbitration as set out in the Arbitration provisions.

Article 11 - Reservation of Management Rights

11.1 The Union acknowledges that it is the function of the Corporation to:

11.1.1 Maintain order, discipline and efficiency.

11.1.2 Hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, or disciplined without just cause, may be the subject of a grievance, and dealt with as provided in the Grievance and Arbitration Procedure.

11.1.3 Administer and manage all the affairs of the Corporation.

Article 12 - Union Committee

12.1 The Corporation acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of four (4) employees, plus the Local Union President and the Union's National Representative and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, including the negotiating of a new Collective Agreement.

12.2 The Union shall advise the Corporation of the personnel serving on this Committee, and it is understood that the President of Local No. 53 may, at their discretion, attend all meetings between the Corporation and the Union.

12.3 Compensation for Union Committee: The Union acknowledges that the Union Committee and the President of Local No. 53 will continue to perform their regular duties on behalf of the Corporation, and that such persons will not leave their duties without first obtaining the permission of their non-union supervisor, or designate, and on the completion of such duties shall report back to them or to any job to which they have previously directed them, and give any reasonable explanation which may be requested with respect to their absence.

It is the responsibility of the Union Committee member to advise their non-union supervisor, or designate, twenty-four (24) hours in advance, where possible, regarding the requirement to attend under this Article.

12.4 It is understood that such permission shall not be unreasonably withheld.

12.5 In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement, provided the matter cannot be dealt with outside of regular hours.

12.6 Compensation will not be allowed for time spent outside of the employees' regular working hours, and the Corporation reserves the right to withhold payment if the Union Committee does not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

12.7 When meetings are held between Union representatives and the Corporation, the Corporation will make every effort to schedule such meetings in their entirety during the employee's regular working hours with consideration to all relevant shift schedules.

Article 13 - Seniority and Loss of Seniority

13.1 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of service with the Corporation.

13.2 A Seniority List outlining the order of seniority for the bargaining unit shall be established for all Employees covered by the Agreement, who have completed the Probationary period, based on each Employee's last date of hire. It is agreed that such Seniority List shall be revised and posted on, or about, January 2, but no later than January 15, and on, or about, July 1, but no later than July 15 of each year, and a copy filed with the Union. The Seniority List will include the name of the employee, the classification, and the respective date of hiring.

13.3 Effective April 1, 2011, all new employees with the same date of hire shall have their seniority determined by lottery, as administered by the Head of Human Resource Services and the President of the Union, or their designates. Once a seniority status has been established through the lottery, it will be maintained accordingly.

13.4 Seniority rights and an employee may be discharged if:

13.4.1 They leave of their own accord or retire.

13.4.2 They are discharged and such discharge is not reversed through the Grievance Procedure.

13.4.3 They are laid off continuously for a period of more than twenty-four (24) months.

13.4.4 They are absent for more than one (1) working day without notifying the Corporation, or without securing prior leave of absence.

13.4.5 They have been laid off, and fail to return within five (5) working days after they have been notified to do so by the Corporation through registered mail addressed to the last address on record with the Corporation.

13.4.6 They accept other employment while on leave of absence except as provided for under Article 19.2 and for compassionate reasons at the pleasure of the Corporation.

Article 14 - Probationary Employees

14.1 When a new employee is hired, they shall be on probation for a period of four (4) months for classifications in Bands A through C, and three (3) months for classifications in Bands D through I, and provided that, in the case of persons on probation who are not continuously employed, the probationary period will lapse whenever the period away becomes greater than the period employed. The probation may be extended for not more than three (3) additional months on mutual consent of the parties. (The parties are CUPE, Local No. 53 and the Corporation).

14.2 The provisions of this Collective Agreement restricting the application of the just cause test in regard to grievances and arbitration of discipline and discharge of probationary employees shall be held in abeyance. During such time, probationary employees may be terminated for reasons less serious than seniority employees including performance deemed inadequate by the Employer, lack of work and/or inability to get along with fellow employees or supervisory staff.

14.3 Employees are not entitled to apply for another position in the Bargaining Unit during their probationary period.

14.4 Employees retained past the probationary period shall be deemed satisfactory and credited with seniority as of the date employment commenced.

Article 15 - Temporary Employees

15.1 The Corporation shall have the right to employ Temporary employees when:

15.1.1 positions are required during periods of increased workload not to exceed six (6) months in a calendar year; or,

15.1.2 to replace full-time employees who are absent for reasons such as sickness, vacation or leave of absence; or,

15.1.3 positions are of a finite nature of a duration not to exceed six (6) months in a calendar year. The specified term may be extended by mutual agreement in writing between the parties.

15.2 Temporary Employee shall mean an employee who is employed for a specified term in accordance with Article 15.1.

A temporary employee shall be eligible to fill up to three (3) consecutive temporary positions, regardless of duration, after which they will not be eligible for a subsequent temporary position for a period of six (6) months. After six (6) months their eligibility for temporary employment shall be reset.

15.3 In the event that such employee is retained beyond the provisions of this Agreement, the time worked will be counted for seniority purposes and the other terms of this Agreement will become effective.

15.4 The use of temporary employees will not result in a lay-off, nor a reduction of the regular hours of work, nor a loss of normally scheduled straight time wages, nor reduce access to overtime work of regular full-time employees.

15.5 Temporary employees shall not be subject to the terms of this Agreement except in the wage rate classification or as provided elsewhere in this Agreement. Union dues will be deducted as per the agreed formula.

15.6 The Union shall be informed by the Corporation of all persons employed as temporary employees, their starting date and also when that person is no longer employed by the Corporation.

15.7 Temporary employees will be entitled to paid holidays as outlined in accordance with the provisions of Article 25.

15.8 Temporary employees will be entitled to overtime pay in accordance with the overtime provisions of the current Collective Agreement.

15.9 It is not the intention of the Corporation to employ temporary employees to avoid creating additional full-time positions, when appropriate.

Article 16 - Promotions and Transfers

16.1 Promotions and transfers within the Bargaining Unit will be based primarily on the skill, ability, experience and minimum qualifications of the employees concerned, but as between two persons of approximately equal standing based on the above factors, seniority shall govern. The Secretary of the Union will be advised as to pending transfers or promotions.

16.2 It is agreed that, upon transfer to a new position, every such employee shall be subject to a three-month trial period in their new position. Every employee promoted to a higher position shall be subject to a three-month trial period in that higher position. In the event that an employee is considered unsatisfactory by the Corporation or if the employee is unsatisfied, the said employee shall be returned to their former classification or classification with an equal salary range or rate without loss of seniority.

Any other employee promoted or transferred due to such action may be returned to their former classification or classification with equal salary range or rate without loss of seniority. On return to their classification or classification with equal pay the trial period shall not apply.

Upon transfer to the new position in the full-time bargaining unit, part-time employees will be subject to a three (3) month trial period. Employees who are considered unsatisfactory by the Corporation or if the employee is unsatisfied, the said employee shall be returned to the part-time bargaining unit to their former classification or classification with an equal salary range or rate and re-instatement of their part-time seniority.

16.3 A Trial Period will be waived for those employees who are successful in attaining a position through the Job Posting process if they have been classified in the same position and work location within the last two (2) years. Understanding that notice of waiver will be given to appropriate candidates during the interview process.

Article 17 - Transfers to Supervisory Positions

17.1 If an employee is, or has been, transferred to a supervisory position which is not subject to the provisions of this Agreement, they shall retain their previous seniority and continue to accrue seniority for a further period of six (6) months. When such employee transfers back to a position subject to the provisions of this Agreement, they shall carry their accumulated seniority with them. Such employee shall continue to remit dues based on their union position for the period of the temporary transfer.

17.2 If a Bargaining Unit employee is permanently reclassified into a Non-Union or Management position, Article 17.1 shall not apply.

Article 18 - Job Posting

18.1 All vacant or newly created classifications, shall be posted for a period of seven (7) business days before new employees are hired, in order to allow employees with seniority to apply in writing.

18.2 All job postings will be posted within fifteen (15) days after the vacancy occurs or a new position is created.

18.3 Such notice shall state nature of position, qualifications required, knowledge and education, skills, hours of work, wage or salary rate, Department and intended work location. The foregoing does not limit the Corporation's right to reassign the work location.

18.4 If necessary, vacancies may be concurrently posted, internally and externally, so as not to impede the recruitment process. In accordance with Article 18.5, no external candidate will be considered before all internal candidates have been considered.

18.5 (a) In filling a vacancy required to be posted pursuant to this Article, the Employer shall consider applicants in the following priority sequence:

1. Full-Time Employees in CUPE Local 53;
2. Part-Time Employees in CUPE Local 53;
3. Temporary Employees in CUPE Local 53; and
4. All other applicants.

(b) The position shall be awarded to the most suitable candidate based on skill, ability, experience and minimum qualifications of the employees concerned. Where two persons in one of the above noted employee categories save and except category 4, has approximately equal standing with respect to skill, ability, experience, and minimum qualifications, seniority shall govern.

18.6 The Union President will be notified prior to any positions being eliminated.

18.7 When an employee is successful through the job posting process, the employer shall endeavour to reclassify the employee within thirty (30) days of their signed acceptance of the offer of employment.

Where a part-time employee is successful in obtaining a full-time position through the job posting process, the employer shall endeavour to reclassify the employee as a full-time employee within thirty (30) days of their signed acceptance of the offer of employment.

18.8 In the event the position is of a higher rate of pay and the employer is unable to reclassify the employee within this period, the employer shall pay the employee at the respective higher rate of pay commencing at the end of the thirty (30) days.

18.9 Employees who are successful in achieving a position of a higher pay band shall be placed in a step that provides them at least a 3% increase in their hourly wage.

Article 19 - Leave Of Absence

19.1 An employee may be allowed a leave of absence without pay and without loss of seniority and occupational classification when they request such leave for good and sufficient cause. All requests shall be in writing and shall be made to the Supervisor or the Head of Human Resource Services approval, in writing, as far in advance as possible, but in any event, not less than three (3) weeks in advance of the start day of the requested leave. The Corporation agrees to confirm or deny the request for such leave as soon as possible.

19.2 The Corporation will grant a leave of absence with pay, benefits, and without loss of seniority or occupational classification (save as hereinafter set out) for a maximum of four (4) years to an employee who requests such a leave, by reason of their election or appointment as an Officer or Employee of CUPE, OFL or CLC. The Corporation shall bill that Organization for the employee's regular pay and benefits (including pension contributions).

19.3 Leave of absence without pay, of up to thirty-five (35) working days in any one calendar year will be granted by the Head of Human Resource Services for attendance at Union conventions and seminars, provided it does not interfere with the efficient operation of the Corporation. Requests for additional days will not be unreasonably denied. The parties agree that the Union will be billed 100% for the cost of normal gross straight time, including any shift premiums plus, all benefits charges. The Corporation agrees to provide the Union with documentation to verify the cost of benefits.

It is understood that in CUPE National Convention years, there may be the requirement to exceed the thirty-five (35) working days. Any working days, in excess of the thirty-five (35) in a non-convention year, will require a written request by the Union for approval by the Head of Human Resource Services.

19.4 All leaves of absence shall be in writing and shall be submitted to the employee's immediate supervisor.

19.5 In the event an employee is required to act as a juror or crown witness during their scheduled vacation, every effort will be made to reschedule their vacation at a mutually agreeable time.

19.6 The Corporation agrees to make up the difference between Jury Duty and an employee's regular pay when an employee is detailed for Jury Duty, (Witness, etc.).

19.7 An employee may not accumulate seniority during granted leave of absence.

19.8 Pregnancy and Parental Leave

The following provision is in accordance with the Ontario Employment Standards Act.

An employee shall qualify for Pregnancy and/or Parental Leave if they have been employed with the Corporation for at least thirteen (13) weeks before the expected birth date or the date that the child comes into the care of the parent.

19.8.1 Pregnancy Leave

An employee shall be entitled to seventeen (17) weeks leave of absence, without pay. The employee must provide the Head of Human Resource Services with at least two (2) weeks written notice, under normal circumstances, of the date the leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.

19.8.2 Parental Leave

An employee, who is the parent of the child, shall be entitled to leave without pay, as provided for in The Ontario Employment Standards Act, following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time. If an employee has not applied for Pregnancy Leave, the employee must provide the Head of Human Resource Services with a written notification at least two (2) weeks in advance of the start date of the leave.

19.8.3 Benefits while on Pregnancy/Parental Leave

The Corporation shall continue to pay normal contributions for any benefit plan, unless written notification is received that the employee does not intend to pay the employee's portion, if any.

19.8.4 Seniority during Pregnancy/Parental Leave

While on pregnancy and/or parental leave, an employee shall continue to accumulate seniority under this Collective Agreement.

19.9 Family Medical Leave

The following provision is in accordance with the Ontario Employment Standards Act.

Family medical leave is unpaid, job-protected leave of up to eight weeks in a 26-week period. Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be like a family member in respect of whom a qualified health practitioner has issued a certificate indicating that they have a serious medical condition with a significant risk of death occurring within a period of 26 weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

19.10 Benefits while on Family Medical Leave

The Corporation shall continue to pay normal contributions for any benefit plan, unless written notification is received that the employee does not intend to pay the employee's portion, if any.

Article 20 - Seniority Applied To Lay-Offs and Recalls

20.1 A lay-off of employees shall be made on the basis of the Seniority List provided that the employees who are entitled to remain on the basis of seniority are willing and have the skill, ability, experience and qualifications necessary to do the work available. When recalling employees who have been laid off, the recall will also be made on the basis of seniority.

20.2 Advance Notice of Lay-Off: The Corporation shall notify regular employees who are to be laid-off and who have worked continuously for ninety (90) days or more and who are not subject to the probationary period on the following basis and in lieu of such notice will pay the employee accordingly:

20.2.1 Seven (7) days' notice, in writing, to the employee if their period of employment is less than one (1) year;

20.2.2 Fourteen (14) days' notice, in writing, to the employee if their period of employment is one (1) year or more, but less than three (3) years;

20.2.3 Twenty-one (21) days' notice, in writing, to the employee if their period of employment is three (3) years or more, but less than four (4) years;

20.2.4 Twenty-eight (28) days' notice, in writing, to the employee if their period of employment is four (4) years or more, but less than five (5) years;

20.2.5 Thirty-five (35) days' notice, in writing, to the employee if their period of employment is five (5) years or more, but less than six (6) years;

20.2.6 Forty-two (42) days' notice, in writing, to the employee if their period of employment is six (6) years or more, but less than seven (7) years;

20.2.7 Forty-nine (49) days' notice, in writing, to the employee if their period of employment is seven (7) years or more, but less than eight (8) years;

20.2.8 Fifty-six (56) days' notice, in writing, to the employee if their period of employment is eight (8) years or more;

20.2.9 The above shall mean not less than the Employment Standards Act.

20.3 **Bumping:** An employee who is displaced from their job and who is unwilling to be laid off from the Corporation may bump into any job classification that is occupied by an employee with less seniority subject to the following:

20.3.1 the employee exercising the right to bump must have the qualifications and ability to perform the job satisfactorily;

20.3.2 the employee exercising the right to bump must have more seniority than the employee they are bumping; and,

20.3.3 if there is more than one employee in the job classification, it shall be the employee with the least seniority who is bumped.

20.4 **Changes in Job Classification and Pay:** The effective date of the change in classification of a displaced or bumped employee shall be determined by mutual agreement of the affected Department Heads. The pay rate of an employee bumping into a different level shall be adjusted effective the date of change in the employee's classification.

20.5 **Lay-offs and Recalls**: No new employees shall be hired until those laid off have been given an opportunity of recall provided the said laid off employee has the ability, skill, experience and qualifications to perform the required work.

Article 21 - Sick Pay Allowance

21.1 After serving their probationary period, an employee shall be entitled to three (3) accumulated days Sick Leave based on one (1) day's Sick Leave allowance for each month of service. Future Sick Leave will be granted on the basis of one and one-half (1.5) days per month and any unused portion of such Sick Leave shall accumulate to the credit of such employee. All employees shall be entitled to Sick Leave with pay up to the amount of their accumulated sick leave credits.

21.2 The Corporation reserves the right to have the employee provide proof of sickness by medical certificate after three (3) days' absence. Where an accommodation is required, the Town's Functional Abilities Form is necessary prior to a return to work. The employee will be reimbursed for the cost of obtaining any medical documentation that is requested by the Corporation.

21.3 Effective April 1, 2023, an employee off duty as the result of an accident or illness incurred in or attributable to the performance of their duty and for which they are receiving Worker's Compensation shall not have their sick leave credits affected during such absence from duty. The Corporation shall pay the wage difference between the Workplace Safety and Insurance Board loss of earning (LOE) benefit and their regular net rate of pay for the duration of such accident or illness.

21.4 Effective January 1, 2005, employees shall be allowed up to four (4) days per year, that being twenty-eight (28) hours for Inside Workers and thirty-two (32) hours for Outside Workers, to be deducted from their accumulated Sick Leave Credits due to involuntary conditions to include family illness, medical and legal appointments, and counselling. One of the aforementioned four (4) days may be used for bereavement purposes for a family member not already defined in Article 23 or a close friend. The Employer reserves the right to request satisfactory proof. Such days shall be approved by the employees' Supervisor in advance, where necessary.

Article 22 - Benefit Plans

The Corporation agrees to pay 100% of the premium cost (for all regular employees), of the following benefits consistent with the rules and regulations of the plans:

22.1 Hospitalization

22.1.1 Semi-private accommodation, if requested.

22.2 Health Plan

22.2.1 An Extended Health Benefits Plan to include eyeglass coverage every two (2) years in the amount of $600 effective January 1, 2023. This shall increase to $650 effective January 1, 2024. Said coverage may be applied towards the cost of Corrective Laser Eye Surgery in lieu of eyeglasses, if so desired. This same coverage level will apply to employees and each of their dependents, including dependent children under the age of eighteen (18), in accordance with the terms of the Policy.

22.2.2 Coverage for Eye Examinations is limited to once per calendar year.

22.2.3 Hearing Aid coverage of $1,100 (every three [3] years) as part of the said plan. Battery coverage of $120 per calendar year.

22.2.4 In vitro fertilization or artificial insemination coverage to a lifetime maximum of $1,000.

22.2.5 The Corporation will pay 100% of the cost associated with annual PSA testing.

22.3 Life Insurance.

22.3.1 A Group Life Insurance Plan based on two and one half (2.5) times the employee's salary - rounded to the next one thousand dollars ($1, 000) of the employee's salary.

22.4 Long-Term Disability

22.4.1 A Long-Term Disability Plan for all eligible employees to come into effect after seventeen (17) weeks absence and to pay 75% of normal earnings.

22.5 Dental Plan

22.5.1 The Corporation will pay 100% of the premium cost of the Dental Plan. Payment under the Plan will be based on current Ontario Dental Association (ODA) rates. The said Dental Plan to include Endodontic and Periodontal services. The said Dental Plan shall provide Orthodontic coverage for dependent children with a lifetime maximum of $4,000 – 50% co-insurable. The Corporation will assume 100% of the premiums for said coverage.

22.5.2 The Corporation shall provide Major Restoration coverage (crowns, bridges, caps) with an annual maximum of $4,000 – 50% co-insurable. The Corporation will assume 100% of the premiums for said coverage.

22.6 Pension Plan

22.6.1 The Corporation and the employee shall contribute the maximum allowable pension contribution under the basic plan of the Ontario Municipal Employees Retirement System, and the Canada Pension Plan. The Employee and the Corporation shall make equal contributions to the pension plans in effect.

22.7 Medicals

22.7.1 The Chief Administrative Officer reserves the right to require employees to take a medical examination when deemed necessary. Such medical examination shall be at the Corporation's expense. The Employer agrees to advise the employee, in writing, of the intent for the medical examination.

22.8 Retiree Benefits

22.8.1 The Corporation agrees to pay 100% of the premium cost for the following benefits to those employees retiring on or after April 1, 1989 who are in receipt of an unreduced pension under the Ontario Municipal Employees' Retirement System (OMERS) until such member attains age sixty-five (65), consistent with the rules and regulations of the appropriate plans:

- Ontario Hospital Insurance Plan (OHIP)
- Extended Health Benefits Plan
- Dental Plan
- Life Insurance

22.9 Retiree Life Insurance

The Corporation agrees to provide the following Life Insurance Policy for all employees retired at age sixty-five (65) and employees who are entitled to retire with an unreduced pension as follows:

22.9.1 One (1) times salary between the ages of 65 and 70; and,$10,000 between the ages of 70 and 75.

22.9.2 When an employee is in receipt of an unreduced pension pursuant to OMERS disability provisions under the OMERS Plan, the above benefits will be provided until the employee reaches the age of sixty-five (65) years and as long as the employee is considered by OMERS to be eligible for an OMERS disability pension.

22.9.3 Should any regular or retired employee become deceased, the said employee's spouse and/or dependents shall have 100% of the premium costs for all benefits paid by the Corporation for a period of twenty-four (24) months from the date of death, or until such spouse attains age sixty-five (65), whichever comes first.

22.10 DZ License

22.10.1 Effective January 1, 2022, the Corporation will reimburse each employee that is required to maintain a DZ license to a maximum of $125 to cover the cost of the medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the ministry. The employee will be required to provide evidence of payment to be eligible for reimbursement.

Article 23 - Bereavement Allowance

23.1 Any employee will be allowed six (6) working days off with pay for the death of an employee's:

Mother	Stepmother
Father	Stepfather
Spouse	Child
Common-law Spouse	Step Child
Same Sex Partner	Step Sister
Sister	Step Brother
Brother	

23.1.1 If funeral services are scheduled at a later date, such entitlement shall not be consecutive, upon mutual agreement of both Parties. Certification of relationship and death will be presented, on request, to the appropriate Department Head.

23.2 Any employee will be allowed three (3) working days off with pay for the death of an employee's:

Mother-in-law	Grandfather
Step Mother-in-law	Grandchild
Father-in-law	Step Grandchild
Step Father-in-law	
Grandmother	

23.2.1 If funeral services are scheduled at a later date, such entitlement shall not be consecutive, upon mutual agreement by both Parties. Certification of relationship and death will be presented on request to the appropriate Department Head.

23.3 One (1) day off with pay will be allowed for any employee attending the funeral of their spouse's immediate family. "Immediate Family" will mean:

Sister Brother	Grandmother Grandfather

23.3.1 One (1) day off with pay will be allowed for any employee attending the funeral of their brother-in-law or sister-in-law.

23.3.2 Evidence of relationship and death will be submitted as noted above.

23.4 The Parties agree that the President of the Local, or the President's appointee, will be allowed one (1) day off with pay to attend the funeral of Bargaining Unit employees.

23.5 Where the burial is at a distant point, the leave may also include a maximum of two (2) days' travelling time, if warranted, at the discretion of the Department Head.

23.6 For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender.

Article 24 - Annual Vacations

24.1 Employees with less than one (1) year of service – up to three (3) weeks, prorated.

24.2 Effective January 1, 2019, employees who have completed one (1) year of continuous service will be allowed a maximum of three (3) weeks vacation with pay.

24.3 Employees who have completed four (4) or more years of service will be allowed three (3) weeks plus three (3) days' vacation with pay.

24.4 Employees who have completed eight (8) or more years of service will be allowed four (4) weeks' vacation with pay effective January 1, 2005.

24.5 Employees who have completed fifteen (15) years of service will be allowed five (5) weeks' vacation with pay effective January 1, 2005.

24.6 Employees who have completed twenty-three (23) years of service will be allowed six (6) weeks' vacation with pay.

24.7 Employees who have completed thirty (30) or more years of service will be allowed seven (7) weeks' vacation with pay.

24.8 All vacations granted in any year shall be determined on the basis of accumulated credited service of the employee. Such service shall include Sick Leave taken in accordance with Article 21, long term disability, WSIB, maternity/parental and/or full-time nine (9) month employees incurred during the vacation accrual period. Regardless of the duration of such absence, vacation will be capped at one (1) year entitlement when the employee returns to full-time work. Where an employee returns to work on permanent modified hours, the vacation entitlement will be pro-rated based on the actual number of hours worked.

All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement by the same proportion as the factor by which the period of absence relates to the full calendar year.

24.9 Temporary Employees shall be dealt with in accordance with The Employment Standards Act, 2000, Chapter 41, as amended.

24.10 The vacation accrual period shall run from July 1 to June 30. Vacations shall not accumulate from year to year unless mutually agreed in writing.

24.11 The Corporation agrees to provide vacation entitlement information for the year to employees by the second Monday in January of each year. Employee vacation requests shall be submitted to the supervisor by February 15, or the first work day following the 15 when it falls on a weekend or statutory holiday. The Corporation agrees to post the vacation schedule in advance of March 1 and it be kept current with any changes or alterations.

24.12 Vacation shall be awarded on a seniority basis. Where a number of employees in the same work unit seek the same dates, seniority shall apply. Employees will be required to select alternate dates where original dates conflict under the general seniority conditions.

24.13 Any employee who is absent from the workplace as a result of an illness, substantiated by the employee's attending physician by way of a medical certificate, a workplace illness/accident approved by WSIB, approved bereavement leave with pay, or any other approved leave "with pay" by the Town, which covers the period of his/her scheduled and approved vacation, there shall be no deduction of vacation entitlement for such absence. Such vacation entitlement shall be reinstated to the employee's credits or rescheduled.

Article 25 - Paid Holidays

25.1 The Corporation agrees to pay employees for each of the holidays listed hereunder a sum equivalent to their basic pay on such a day provided they complete the regularly assigned hours of work on the day immediately prior to and following the day of the celebration of the holiday, except for absences as specifically provided in the Agreement. The Paid Holidays are:

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

25.2 Remembrance Day is designated as a "floater" holiday in lieu of the specific date. The Corporation agrees that any employee specifically requesting Remembrance Day as the "floater" will be approved. Save and except Remembrance Day, the date for the "floater" holiday will be mutually agreed between the Corporation and the employee.

25.3 Should one of the above holidays fall on a Saturday and/or a Sunday, the next regularly scheduled working day(s) will be declared the holiday(s).

25.4 Employees required to work on any of the above paid holidays, will, in addition to their Paid Holiday pay, be paid at the rate of time and one-half (1.5) for all actual hours worked. Notwithstanding the foregoing, where an employee is required to work on Christmas Day, they will be paid at the rate of twice the regular rate of pay for all actual hours worked, in addition to their regular rate of pay.

If for some reason the Corporation cannot arrange a day off in lieu of the holiday at a time that is mutually agreeable, the employee shall receive a day's pay at their regular hourly rate.

25.5 If a Paid Holiday falls during an employee's vacation period, they shall be granted another day off with pay in lieu thereof.

25.6 In the event that a Paid Holiday falls on an employee's regular day off, they shall be granted another day off in lieu of the holiday at a time that is mutually agreeable. If for some reason the Corporation cannot arrange a day off in lieu of the holiday at a time that is mutually agreeable, the employee shall receive a day's pay at his regular hourly rate.

25.7 All employees assigned to operations other than the normal Monday to Friday shifts, may be required to work on Paid Holidays and on weekends as part of their regular scheduled shifts and as such shall not be subject to the provisions of Section 25.3.

Article 26 - Schedules

Attached hereto and forming part of this Agreement are:

Schedule "A" - Classification

Schedule "B" - Salary Schedule

Schedule "C" - Hours of Work and Working Conditions (Inside Employees)

Schedule "D" - Hours of Work and Working Conditions (Outside Employees)

Schedule "E" - Classifications Not in Use

Article 27 - Job Security

27.1 In the event that it may be determined by the Corporation to change the method of providing municipal services to the community by contracting out and/or technological change, and it is also considered necessary to consider displacing a regular employee from their job, the Corporation in accordance with past practice prior to displacing such employee shall make best efforts to do the following:

27.1.1 Be responsible for retaining such employee, if possible;

27.1.2 Relocate the employee to another job in their area of competence taking into consideration existing shift schedules and hours worked, or;

27.1.3 Afford the employee the opportunity of retraining in an alternate job provided such employee is trainable.

27.1.4 Notify the Union of any such changes as soon as practicable and provide the Union with an opportunity to meet with the Administrator and such other Management personnel as the Administrator considers appropriate, such meeting to be held prior to implementation .

27.1.5 In the event that none of the items 27.1.1, 27.1.2, and 27.1.3 above can take place, any lay-off that may have to be actioned will be done in accordance with Article 20.

Article 28 - Training Courses

28.1 The Corporation shall notify all employees in an applicable work unit by posting where appropriate as soon as reasonably possible of all pertinent training courses, whether they are provided in-house or by an outside agency. Once initiated, employees shall be permitted to complete the full training program. Training courses will then be available to employees on a rotational basis in order of seniority.

28.1.1 Employees interested in participating in the training shall submit a written expression of interest to their immediate supervisor with respect to each training opportunity.

28.1.2 This is not intended to preclude personal development.

28.2 When a number of equally qualified persons apply, the qualified applicant(s) with the most seniority will take the course.

Article 29 - Overtime Banking

29.1 All employees will be entitled each year to bank up to a maximum of seven (7) days, being fifty-six (56) hours overtime approved by the Corporation for Outside workers, and seven (7) days, being forty-nine (49) hours overtime approved by the Corporation for Inside workers, based on the overtime rate as per the Collective Agreement. Any hours taken as time off must be taken at a time that is mutually agreed to by the employer and employee.

29.1.1 Not more than seven (7) days of time off shall be taken by an employee in any one calendar year, in lieu of overtime pay.

Article 30 - Union/Management Committee

30.1 Establishment of Committee: A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Corporation. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees.

30.2 Meetings of Committee: The Committee shall meet for a pre-set meeting the second Thursday of every second month unless otherwise agreed upon by both parties. Both parties shall submit agenda items to the Committee at least one week in advance of the meeting and a final agenda shall be circulated by Human Resources at least forty-eight (48) hours in advance of the meeting. Attendees will be based on the topics for discussion identified on the agenda. If no agenda items are submitted in accordance with the above noted timeline, the meeting shall be automatically cancelled. Employees shall not suffer any loss of pay for time spent with this Committee.

30.3 Chairperson of The Committee: The Chief Administrative Officer or Head of Human Resources and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

30.4 Minutes of Meeting: The Union and the Corporation shall each receive a copy of the minutes within five (5) business days following the meeting. Minutes of each meeting of the Committee shall be approved by the Joint Chairpersons.

30.5 Jurisdiction of Committee: The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

30.6 New Member Orientation: A Union representative will be afforded up to forty-five (45) minutes with new employee/s to introduce them to the Union and Collective Agreement. This orientation will be without loss of pay to all employee/s at their regular rate of pay and shall be scheduled immediately after the employee's designated orientation time with Human Resources. If more than one employee is scheduled for orientation, the Union shall orient them simultaneously and shall not receive more than forty-five (45) minutes in total to do so.

30.7 The Employer will provide the Union President with a report outlining unionized departures, hires and/or unionized employment transfers on a monthly basis, effective January 1, 2022.

Article 31 - Access to Files

31.1 Each employee shall make an appointment to access their personnel file for the purposes of reviewing any performance appraisal evaluations or formal disciplinary notations contained therein, in the presence of the Head of Human Resource Services, or designate.

31.2 An employee shall not alter, destroy or remove any document or page contained in their personnel file, but has the right to review, receive a copy or respond in writing to any document contained therein. Any such response shall form part of the permanent record.

Article 32 - Discipline and Discharge

32.1 The disciplinary record of an employee shall be considered clear provided there have been no disciplinary actions for a period of twenty-four (24) consecutive months following the date of the last disciplinary record on file. Providing that an employee has a clear disciplinary record for two (2) years, the record of an employee shall not be used to substantiate further disciplinary action.

32.2 Disciplinary action is defined as:

32.2.1 a recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,

32.2.2 a recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,

32.2.3 a suspension; or,

32.2.4 a demotion; or,

32.2.5 discharge.

32.3 When an issue has arisen, which may result in discipline being imposed, the Supervisor arranging the meeting to investigate the issue and/or impose the discipline shall advise the employee of their right to have a Union Representative present. The Supervisor shall notify the employee at least one (1) hour before the proposed meeting (unless circumstances do not permit such notice) in order that the employee may contact a Union Representative to be present at the interview.

Article 33 - Workload

33.1 The Parties herein agree that when an employee's workload has been unreasonably increased for a consecutive period of four (4) weeks or more, not subject to the overtime provisions of the Collective Agreement, such employee may bring the matter to the attention of the Supervisor of Human Resource Services and their applicable Department Head provided they have objective data to support their claim.

33.2 Matters not resolved at this level may then be brought to the next scheduled Union/Management meeting for discussion.

Article 34 - Health and Safety

34.1 The Joint Health and Safety Committee, composed of Union and Employer representatives, establishes guidelines for the structure and function of the Committee that are set out in terms of reference that are agreed to by the Union and the Employer. The Committee shall hold meetings on a regular basis for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing and recommending improvements to health and safety conditions and practices in accordance with the Ontario Occupational Health and Safety Act. Minutes shall be taken at all meetings and posted in the workplace and forwarded to the Union by the secretary of the meeting.

34.2 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay without deduction from their sick pay allowance.

34.3 The Corporation shall provide employees with transportation to and, if necessary, from the nearest medical facility following a workplace accident if the employee requires immediate medical care.

34.4 All unionized worker members of the Committee will be selected by the Union and will be trained to be a "Certified Worker" as defined under the Act. Training shall be provided by accredited trainers chosen by the Employer, with full costs paid by the Employer.

Article 35 - Effective Date and Termination

35.1 Except where otherwise provided, the provisions of this Agreement shall take effect from April 1, 2023 and shall remain in effect until March 31, 2026.

35.2 Notice that amendments are required, or that either Party intends to terminate the Agreement, may only be given within a period of not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this Agreement.

35.3 If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiating within twenty (20) days after the giving of such notice, if requested to do so.

Article 36 - Provisions of the Collective Agreement

36.1 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Employer will prepare the revised Collective Agreement for review by the Union within sixty (60) days of written notice of ratification. Within seven (7) business days of being signed by all parties, it will be posted electronically for all members.

In Witness Whereof the Parties hereto have hereunto set their Corporate Seals by the Hand of their proper Officers in that behalf the day and the year first above written.

Signed and Sealed and Delivered in the presence of:

Canadian Union of Public Employees, Local 53

R. Radford (May 30, 2024 09:54 EDT)

Rob Radford,
President

Kelly Vipond (May 30, 2024 10:53 EDT)

Kelly Vipond,
Vice-President (Outside)

Brian Booth (Jun 3, 2024 14:01 EDT)

Brian Booth,
Vice-President (Inside)

Greg French (Jun 3, 2024 15:03 EDT)

Greg French,
Chief Steward

Cydele Marchant (Jun 4, 2024 11:21 EDT)

Cydele Marchant,
Treasurer

Jeff Van Pelt (Jun 5, 2024 10:10 EDT)

Jeff Van Pelt,
National Rep/Witness

Corporation of the Town of Whitby

Elizabeth Roy,
Mayor

Chris Harris,
Director, Legislative Services/Town Clerk

Dated At Whitby this th Day of May 2024.

Schedule "A"
Classification Schedule

Band A		
Job Number	**Classification**	**Department**
64	Head Licensed Technician	Operational Services

Band B		
Job Number	**Classification**	**Department**
31	Construction Inspector III	Planning & Development
46	Building Inspector II	Planning & Development
52	Plumbing Inspector II	Planning & Development
65	Licensed Technician	Operational Services
98	Mechanical Serviceperson	Community Services
132	Operations Technologist	Operational Services
159	Landscape Architect	Community Services
166	Planner II, Policy	Planning & Development
167	Planner II, Development Control	Planning & Development
168	Urban Designer	Planning & Development
176	Urban Design Landscape Architect	Planning & Development
179	Planner II, Zoning & Regulation	Planning & Development
198	Accessibility Coordinator	Community Services
500	Senior Plans Examiner	Planning & Development
506	Planner II, Heritage	Planning & Development
512	Planner II, Parks Planning	Community Services

Band C		
Job Number	**Classification**	**Department**
32	Engineering Technologist	Planning & Development
44	Building Inspector I	Planning & Development
51	Plumbing Inspector I	Planning & Development
54	Planner I, Current	Planning & Development
55	Planner I, Policy	Planning & Development
68	Animal Services Officer	Legal & Enforcement Services
74	Working Foreperson, Marina	Community Services
83	Working Foreperson, Roads & Stormwater Management	Operational Services
86	Working Foreperson, Solid Waste	Operational Services
92	Working Foreperson, Grounds Maintenance	Operational Services
93	Working Foreperson, General Maintenance	Operational Services
96	Lead Arborist	Operational Services
97	Working Foreperson, Forestry	Operational Services
147	Financial Systems Analyst	Financial Services
148	GIS Planning Technologist	Planning & Development
150	Working Foreperson, Facilities	Community Services
152	Landscape Architect Technician	Community Services
162	Fleet Analyst	Operational Services
173	Assessment Review Officer	Financial Services
187	Construction Inspector II	Planning & Development
188	Purchasing Analyst	Financial Services

Band C		
Job Number	**Classification**	**Department**
191	Municipal Road Designer	Planning & Development
192	Sr. Municipal Law Enforcement Officer	Legal & Enforcement Services
503	Planner I, Zoning & Regulation	Planning & Development
505	Working Foreperson, Horticulture & Turf	Operational Services
519	Urban Design Landscape Technician	Planning & Development
520	Energy & Sustainability Programs Coordinator	Office of the CAO
522	Zoning Officer	Planning & Development
537	Plans Examiner II	Planning & Development
549	Construction Inspector II – Grading/Fencing	Planning & Development
550	Enforcement Services Officer	Legal & Enforcement Services

Band D		
Job Number	**Classification**	**Department**
7	Municipal Law Enforcement Officer	Legal & Enforcement Services
18	Capital Fund Analyst	Financial Services
82	Working Foreperson, Roads & Traffic	Operational Services
84	Working Foreperson, Roads	Operational Services
89	Facilities Attendant	Community Services
94	Gardener	Operational Services
109	Construction Inspector I	Planning & Development

Band D		
Job Number	**Classification**	**Department**
122	Fitness Coordinator	Community Services
128	Planning Technician II	Planning & Development
139	Waste Services Coordinator	Operational Services
142	Forestry Crewperson	Operational Services
146	Recreation Coordinator, 55+	Community Services
154	Engineering Technologist, GIS	Planning & Development
161	Urban Transportation & Smart Mobility Coordinator	Planning & Development
163	Tax Clerk II	Financial Services
165	Equipment Attendant	Operational Services
169	Development Services Technician II	Planning & Development
172	Parks Planning Analyst	Community Services
174	Senior Buyer	Financial Services
183	Planning Data Analyst	Planning & Development
195	Recreation Program Coordinator	Community Services
197	Transportation Community Safety Coordinator	Planning & Development
199	Parks Serviceperson	Operational Services
521	Forestry Technician	Operational Services
524	Social Media Associate	Office of the CAO
525	Grading/Construction Inspector I	Planning & Development
530	Asset Management Technician	Financial Services
542	Development Finance Analyst	Financial Services
543	Utility Inspector	Operational Services
544	Climate Change Coordinator	Office of the CAO

Band D		
Job Number	**Classification**	**Department**
545	Culture & Tourism Coordinator	Office of the CAO
547	Planner I, Parks Planning	Community Services
548	Irrigation & Splash Pad Serviceperson	Operational Services
551	Sustainability Planner	Office of the CAO

Band E		
Job Number	**Classification**	**Department**
13	Design Coordinator	Office of the CAO
14	Administrative Assistant	Financial Services
43	Application Support Clerk, Buildings	Planning & Development
47	CAD Technician	Operational Services
48	Engineering Technician I	Planning & Development
61	Traffic Maintainer	Operational Services
75	Parking Enforcement Officer	Legal & Enforcement Services
80	Side Loader Operator	Operational Services
88	Parks Inspector	Operational Services
91	Accounts Receivable Clerk	Financial Services
121	Facility Attendant, Pools	Community Services
137	Facility Attendant, Arenas	Community Services
143	Development Services Technician	Planning & Development
144	Recreation & Volunteer Coordinator	Community Services
151	Forestry/Turf Crewperson	Operational Services
158	Storm Sewer Maintainer	Operational Services
171	Special Events Coordinator II	Office of the CAO
175	Marina Attendant	Community Services

Band E		
Job Number	**Classification**	**Department**
180	Accounting Clerk	Financial Services
189	Aquatics Coordinator	Community Services
193	Parks Maintainer	Operational Services
194	GIS Operational Services Technician	Operational Services
196	Economic Development Coordinator	Office of the CAO
509	Asset Management Coordinator, Fire	Fire & Emergency Services
511	Permit Coordinator, Facilities	Community Services
514	Facilities Program Coordinator	Community Services
523	Buyer	Financial Services
529	Council & Committee Coordinator	Office of the CAO
533	Fleet Stock Room Attendant	Operational Services
534	Stormwater Technician	Planning & Development
535	Equipment Operator Gr. II	Operational Services
539	Animal Shelter Coordinator	Legal & Enforcement Services

Band F		
Job Number	**Classification**	**Department**
17	Administrative Assistant	Community Services
19	Accounts Payable Clerk	Financial Services
22	Business Licensing Clerk	Legal & Enforcement Services
34	Enforcement Services Clerk	Legal & Enforcement Services
35	Planning Clerk	Planning & Development
37	Engineering Clerk	Planning & Development

Band F		
Job Number	**Classification**	**Department**
41	Tax Clerk I	Financial Services
42	Parking Services Clerk	Legal & Enforcement Services
56	Financial Services Clerk	Financial Services
59	Storm Sewer Maintenance Operator	Operational Services
60	Street Sweeper Operator	Operational Services
79	Equipment Operator Grade I	Operational Services
95	Garbage Collector	Operational Services
102	Road Patrolperson	Operational Services
104	Marina Labourer	Community Services
111	Facilities Attendant, Community Centres	Community Services
117	55+ Recreation Services Clerk	Community Services
123	Recreation Services Clerk	Community Services
124	Garbage Collector, Parks	Operational Services
164	Operations Clerk	Operational Services
170	Building Permits Clerk	Planning & Development
182	Labourer, Traffic	Operational Services
185	Legislative Services Clerk	Office of the CAO
186	Grass Cutting Crew Leader	Operational Services
504	Marina Clerk	Community Services
507	Inspections Clerk, Building	Planning & Development
508	Records & Information Management Clerk	Office of the CAO
517	Application Support Clerk	Legal & Enforcement Services
526	Fire Services Clerk	Fire & Emergency Services

Band F		
Job Number	**Classification**	**Department**
531	Engineering Clerk, Construction	Planning & Development
532	Fleet Parts Clerk	Operational Services
536	Permit Coordinator, Building	Planning & Development
540	Special Events Coordinator I	Office of the CAO

Band G		
Job Number	**Classification**	**Department**
11	Facilities Clerk, IPSC	Community Services
25	Cashier	Financial Services
29	Engineering Clerk	Planning & Development
90	Labourer, Roads	Operational Services
99	Procurement Services Clerk	Financial Services
103	Labourer, Parks	Operational Services
105	Temporary Labourer, Marina	Community Services
126	Mower Operator	Operational Services
136	Custodian	Operational Services
546	Wash Bay Attendant	Operational Services

Band H		
Job Number	**Classification**	**Department**
87	Temporary Labourer	Operational Services

Band I		
Job Number	**Classification**	**Department**
N/A	N/A	N/A

Schedule "B"

Salary schedule

April 1, 2023 – 3.5%

April 1, 2024 – 3.0%

April 1, 2025 – 3.0%

April 1, 2023

Band A

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$41.03	$74,675	$85,342
3 Months	$44.36	$80,735	$92,269
12 Months	$47.95	$87,269	$99,736
18 Months	$51.28	$93,330	$106,662

Band B

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$37.93	$69,033	$78,894
3 Months	$41.12	$74,838	$85,530
12 Months	$44.30	$80,626	$92,144
18 Months	$47.47	$86,395	$98,738

Band C

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$35.27	$64,191	$73,362
3 Months	$38.20	$69,524	$79,456
12 Months	$41.13	$74,857	$85,550
18 Months	$44.09	$80,244	$91,707

April 1, 2023 (Continued)

Band D

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$32.81	$59,714	$68,245
3 Months	$35.51	$64,628	$73,861
12 Months	$38.25	$69,615	$79,560
18 Months	$40.99	$74,602	$85,259

Band E

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$30.55	$55,601	$63,544
3 Months	$34.38	$62,572	$71,510
12 Months	$38.20	$69,524	$79,456

Band F

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$28.52	$51,906	$59,322
3 Months	$32.14	$58,495	$66,851
12 Months	$35.67	$64,919	$74,194

Band G

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$26.69	$48,576	$55,515
3 Months	$30.05	$54,691	$62,504
12 Months	$33.39	$60,770	$69,451

April 1, 2023 (Continued)

Band H

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$25.07	$45,627	$52,146
3 Months	$28.19	$51,306	$58,635
12 Months	$31.31	$56,984	$65,125

Band I

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$23.49	$42,752	$48,859
3 Months	$26.48	$48,194	$55,078
12 Months	$29.46	$53,617	$61,277

April 1, 2024

Band A

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$42.26	$76,913	$87,901
3 Months	$45.69	$83,156	$95,035
12 Months	$49.39	$89,890	$102,731
18 Months	$52.82	$96,132	$109,866

Band B

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$39.07	$71,107	$81,266
3 Months	$42.35	$77,077	$88,088
12 Months	$45.63	$83,047	$94,910
18 Months	$48.89	$88,980	$101,691

April 1, 2024 (Continued)

Band C

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$36.33	$66,121	$75,566
3 Months	$39.35	$71,617	$81,848
12 Months	$42.36	$77,095	$88,109
18 Months	$45.41	$82,646	$94,453

Band D

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$33.79	$61,498	$70,283
3 Months	$36.58	$66,576	$76,086
12 Months	$39.40	$71,708	$81,952
18 Months	$42.22	$76,840	$87,818

Band E

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$31.47	$57,275	$65,458
3 Months	$35.41	$64,446	$73,653
12 Months	$39.35	$71,617	$81,848

Band F

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$29.38	$53,472	$61,110
3 Months	$33.10	$60,242	$68,848
12 Months	$36.74	$66,867	$76,419

April 1, 2024 (Continued)

Band G

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$27.49	$50,032	$57,179
3 Months	$30.95	$56,329	$64,376
12 Months	$34.39	$62,590	$71,531

Band H

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$25.82	$46,992	$53,706
3 Months	$29.04	$52,853	$60,403
12 Months	$32.25	$58,695	$67,080

Band I

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$24.19	$44,026	$50,315
3 Months	$27.27	$49,631	$56,722
12 Months	$30.34	$55,219	$63,107

April 1, 2025

Band A

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$43.53	$79,225	$90,542
3 Months	$47.06	$85,649	$97,885
12 Months	$50.87	$92,583	$105,810
18 Months	$54.40	$99,008	$113,152

April 1, 2025 (Continued)

Band B

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$40.24	$73,237	$83,699
3 Months	$43.62	$79,388	$90,730
12 Months	$47.00	$85,540	$97,760
18 Months	$50.36	$91,655	$104,749

Band C

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$37.42	$68,104	$77,834
3 Months	$40.53	$73,765	$84,302
12 Months	$43.63	$79,407	$90,750
18 Months	$46.77	$85,121	$97,282

Band D

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$34.80	$63,336	$72,384
3 Months	$37.68	$68,578	$78,374
12 Months	$40.58	$73,856	$84,406
18 Months	$43.49	$79,152	$90,459

Band E

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$32.41	$58,986	$67,413
3 Months	$36.47	$66,375	$75,858
12 Months	$40.53	$73,765	$84,302

April 1, 2025 (Continued)

Band F

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$30.26	$55,073	$62,941
3 Months	$34.09	$62,044	$70,907
12 Months	$37.84	$68,869	$78,707

Band G

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$28.31	$51,524	$58,885
3 Months	$31.88	$58,022	$66,310
12 Months	$35.42	$64,464	$73,674

Band H

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$26.59	$48,394	$55,307
3 Months	$29.91	$54,436	$62,213
12 Months	$33.22	$60,460	$69,098

Band I

	Hourly	Annual (35 Hrs.)	Annual (40 Hrs.)
Start	$24.92	$45,354	$51,834
3 Months	$28.09	$51,124	$58,427
12 Months	$31.25	$56.875	$65,000

Schedule "C"

Hours of Work and Working Conditions

(Inside Employees)

The following Hours of Work shall be considered the normal hours for all personnel covered by this Agreement.

C1. Hours of Work

C1.1 **Standard Hours of Work**

The standard work week shall be thirty-five (35) hours per week, Monday through Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour unpaid lunch per shift.

C1.2 **Non-Standard Hours of Work (For Employees at date of ratification - November 15, 2023)**

Shift schedules shall be as revised and agreed upon by the Parties to the Agreement. A copy of the shift schedule shall be supplied to all those concerned. Such employees shall be entitled to two (2) consecutive days off; to be taken at such time as may be mutually agreed upon by the Parties to the Agreement. It is agreed by the Parties that employees may exchange shifts provided that a Supervisor, or a person above the rank of Supervisor, is consulted before it is done.

All work hours set out in the collective agreement, applicable memorandums and/or current shift schedules as of the date of ratification will remain in effect.

C1.3 **Hours of Work – New Classifications, New Hires, Promotions, and Transfers at date of ratification - November 15, 2023:**

C1.3.1 a) Upon the date of ratification, for new classifications, new hires, promotions, and transfers, the hours of work shall be thirty-five (35) hours per week, scheduled five (5) consecutive days per week, eight (8) consecutive hours per day, inclusive of one (1) hour unpaid lunch per shift, or four (4) consecutive days per week, nine and three quarters (9.75) hours per day, inclusive of one (1) unpaid lunch per day, as defined in Appendix A. Any previous Memorandums of Agreement or Memorandums of Understanding, existing/current shift schedules, and Article C1.1 and C1.2 shall not apply.

b) Upon the date of ratification, for new classifications in departments and divisions that are not listed in Appendix A, the hours shall be thirty-five (35) hours per week, scheduled five (5) consecutive days per week, eight (8) consecutive hours per day, inclusive of one (1) hour unpaid lunch per shift, or four (4) consecutive days per week, nine and three quarters (9.75) hours per day, inclusive of one (1) hour unpaid lunch per day. Once defined by the employer, the classification shall be added to Appendix A.

C1.3.2 A copy of the shift schedule will be provided to all employees covered within C1.3 annually, no later than February 1st in alignment with vacation selections. Schedules may be subject to change according to operational requirements, following consultation with the union and impacted employee(s) with a minimum of four (4) weeks' notice. Where the affected employee(s) are less than all employees in a classification, the adjusted schedule shall be offered on the basis of seniority. Where the requisite number of senior employees do not volunteer, the adjusted schedule shall be assigned on a reverse seniority basis.

C1.3.3 Such employees shall be entitled to two (2) consecutive days off if working five (5) eight (8) hour shifts, or three (3) consecutive days off if working four (4) nine point seven five (9.75) hours shifts; with no split shifts and shall not be scheduled to transition from nights to afternoons or days, or from afternoons to days, on consecutive shifts. It is agreed by the Parties that employees may exchange shifts provided that a Supervisor or person above the rank of Supervisor is consulted before it is done.

C1.3.4 For positions required to attend and/or support for Council and Committee meetings, Advisory Committee meetings, and statutory public meetings, when the hours of work on the day of those events is outside of the hours in Appendix A, shift start times and hours of work may be adjusted by the employer. In the event that the employer provides less than two (2) weeks' notice, overtime shall be paid for all hours worked on such adjusted shifts.

C1.3.5 The shift premiums will be $2.00 per hour effective the date of ratification for all shifts for which no less than half of all hours worked fall between the hours of 4:00 p.m. and 8:00 a.m. The aforesaid premiums will not be added to the rate in calculating overtime.

C1.4 The normal hours of work are stated solely for the purpose of calculating overtime, and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

C1.5 If employees are sent home during normal working hours because of maximum daily hours worked, they will be paid their normal days wages at the regular hourly rate for all normal hours not worked.

C1.6 When Full-time staff are absent from work using vacation or sick leave time, actual working hours absent will be deducted from the employees' respective vacation or sick leave banks. It is understood that the employees' annual vacation entitlement and monthly sick leave credit accrual will remain in accordance with this agreement, and that a 'day' for this purpose will be considered seven (7) hours.

C2. Regular Overtime

All other hours worked will be considered as overtime, and be calculated at the rate of time and one-half (1.5) the normal rate except Sunday which will be paid for at double the normal rate.

Overtime shall be distributed as equally as possible among those normally performing the work. Overtime refused for good and sufficient reasons shall be considered to be overtime worked for purposes of overtime call-in.

C3. Call-in-Pay

If an employee, after completion of regular working hours is recalled to do work they shall be compensated by being paid for three (3) hours at overtime rates. If the work requirement extends beyond three (3) hours, then the Overtime provisions will apply for hours worked.

C4. Pay Period

The regular pay period shall begin at 12:01 a.m. on the Friday of every other week, and any adjustments will be made at the beginning of the pay period closest to the applicable date.

C5. The Corporation will provide a boot allowance of $250 per calendar year for inspectors, engineering technicians, MLEOs, and any employees who are required to be "on site" towards the purchase of CSA approved safety footwear effective January 1, 2024, upon provision of receipts.

Safety footwear that has degraded due to wear and tear will be eligible for immediate replacement as above at the discretion of the section Manager.

C6. Safety rubber boots will be provided to the Inspectors. Replacements shall be made as warranted by the Corporation.

Inspectors shall be provided with coveralls or other protective wear for confined space entry as required at the discretion of the Employer.

Building and Plumbing Inspectors and Municipal Law Enforcement Officers will be provided winter parkas, coveralls and other protective wear every two (2) years, at the discretion of the Department Manager. Such employees will be required to wear the provided clothing.

C7. When the Corporation assigns an employee, in writing, to work in a higher rated job, the employee shall receive a rate of pay not less than the Job Rate for actual hours worked in the higher classification. Such adjusted rates shall be applicable for the hours paid inclusive but not limited to vacation, sick time and WSIB, bereavement leave, jury duty and designated holidays during those temporary assignments that exceed fifteen (15) working days.

Any employee detailed to relieve in a position of lower rating for any period shall retain their regular rate of pay.

C8. Service Pay

C8.1 Shall be granted to all employees for each completed three (3) year period of continuous service as follows:
Three (3) years of completed service, $2 per week with a further $2 per week for each addition completed three (3) years of continuous service.

C8.2 **Eligibility**: Such service pay shall commence the first pay period following the appropriate anniversary date.

C8.3 **Payment**: Shall be made on the first pay period in December of each year.

Schedule "C" Hours of Work and Working Conditions (Inside Employees) (Continued)

C9. Joint Gender-Neutral Job Evaluation Program

C9.1 A Joint Evaluation Committee shall be established to review internal equity for those positions covered by this Agreement and shall consist of three (3) members from the Union and three (3) members from the Corporation.

C9.2 The Job Evaluation Plan shall be the Canadian Union of Public Employees Job Evaluation Plan and includes Factor Weightings. The Plan and/or Factor Weightings shall only be amended by the mutual agreement of the parties.

C9.3 The Joint Evaluation Committee shall review all new positions not included in the Classification Schedule, and those positions which have been revised and a reclassification is requested by the Employee and/or the Department Head.

C9.4 The employee shall submit a copy of the revised JAQ concurrently with the Supervisor and Human Resource Services.

C9.5 The job titles of the evaluated positions shall be inserted into the appropriate Band in the Classification Schedule.

C9.6 The decision of the Joint Evaluation Committee may be the subject of a grievance and would be initiated at Step 3 of the Grievance Procedure.

C10. Renewal of Certificates

C10.1 The Corporation will pay the renewal fees for Certificates required for the normal performance of the job, at the discretion of the Corporation.

Schedule "D"
Hours of Work and Working Conditions
(Outside Employees)

D1. Hours of Work

D1.1 a) **Standard Hours of Work**

The standard Hours of Work shall be forty (40) hours per week consisting of five (5) shifts of eight (8) hours each Monday to Friday inclusive, working between the hours of 7:30 a.m. to 4:00 p.m., with one-half (0.5) hour unpaid lunch, or such other shifts as mutually agreed upon by the Union and the Corporation.

b) **Non-Standard Hours of Work (For Employees at date of ratification - November 15, 2023)**

All work hours set out in the collective agreement, applicable memorandums and/or current shift schedules as of the date of ratification will remain in effect.

D1.2 The normal Hours of Work are stated solely for the purpose of calculating overtime, and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

D1.3 If employees are sent home during normal working hours because of maximum daily hours worked, they will be paid their normal days wages at the regular hourly rate for all normal hours not worked.

D1.4 "Street Sweeper Operator" shall work from the period beginning April to mid-November with some variation in hours as mutually agreed from 6:00 a.m. to 6:30 p.m. subject to a shift being no more than ten (10) hours per day with one- half (0.5) hour unpaid lunch.

D1.5 "Storm Sewer Maintenance Operator" shall work from the period beginning April to mid-November with some variation in hours as mutually agreed from 6:00 a.m. to 6:30 p.m. subject to a shift being no more than ten (10) hours per day with one-half (0.5) hour unpaid lunch.

Commencing in 2008, the shift schedule will revert back to the standard hours of work as referred to in Schedule "D" 1.1 of the Collective Agreement for a maximum of five (5) consecutive weeks in July/August for vacation coverage purposes on a one (1) year trial basis. The Parties agree to meet no later than the end of April 2008 to discuss the anticipated program. A follow up meeting will be scheduled by the end of October 2008 to evaluate the effectiveness of the change and to discuss the potential for a further one (1) year trial.

Schedule "D" Hours of Work and Working Conditions (Outside Employees) (Continued)

D1.6 Custodians:

The standard Hours of Work for a Custodian shall be forty (40) per week.

D1.7 It is agreed by the Parties that employees may change shifts by prior consultation with the Corporation and approval by their Supervisor or person above the rank of Supervisor.

D1.8 **Shift Schedules: Facility employees, Marina employees, and Animal Control and Pound Attendants**

Shift schedules shall be as revised and agreed upon by the Parties to the Agreement. A copy of the shift schedule shall be supplied to all those concerned. Such employees shall be entitled to two (2) consecutive days off; to be taken at such time as may be mutually agreed upon by the Parties to the Agreement. It is agreed by the Parties that employees may exchange shifts provided that a Foreperson, or a person above the rank of Foreperson, is consulted before it is done.

D1.9 "Parking Meter Attendant" shall work from 8:30 a.m. to 5:00 p.m. with a one-half (0.5) hour unpaid lunch.

D1.10 "Labourer" (Garbage Collection), Public Works Department, Operational Services Division (Parks Services) – Renew Memorandum of Agreement and Appendix 'A', dated May 26, 1998.

D1.11 "Horticulture Section", Public Works Department - Renew Memorandum of Agreement and Appendix, dated May 4, 1995.

D1.12 The Work Schedule for the Custodian position at the Operations Centre shall be comprised of eight (8) hour shifts, Monday to Friday, to begin at 9:00 a.m. and finish at 5:30 p.m.

D1.13 "Night Patrol Function", Public Works Department- Renew Memorandum of Agreement and Appendix, dated January 15, 1993.

D1.14 "Environmental Section", Public Works Department- Renew Memorandum of Agreement and Appendix, dated June 26, 1992.

D1.15 "Fleet Section employees", Public Works Department- Renew Memorandum of Agreement and Appendix, dated December 12, 2003.

Schedule "D" Hours of Work and Working Conditions (Outside Employees) (Continued)

D1.16 When Full-time staff are absent from work using vacation or sick leave time, actual working hours absent will be deducted from the employees' respective vacation or sick leave banks. It is understood that the employees' annual vacation entitlement and monthly sick leave credit accrual will remain in accordance with this agreement, and that a 'day' for this purpose will be considered eight (8) hours.

D1.17 The standard hours of work for construction inspectors shall be forty (40) hours per week consisting of five (5) shifts of eight (8) hours each Monday to Friday inclusive, working between the hours of 7:00 a.m. and 6:00 p.m., with one-half (0.5) hour unpaid lunch, or such other shifts as mutually agreed upon between the Union and the Corporation.

D1.18 **Hours of Work – New Classifications, New Hires, Promotions, and Transfers at date of ratification - November 15, 2023:**

D1.18.1 a) Upon the date of ratification, for new classifications, new hires, promotions, and transfers, the hours of work shall be forty (40) hours per week, scheduled five (5) consecutive days per week, eight (8) consecutive hours per day, inclusive of one half (0.5) hour unpaid lunch per shift, or four (4) consecutive days per week, ten (10) consecutive hours per day, inclusive of one half (0.5) hour unpaid lunch per shift, as defined in Appendix A. Any previous Memorandums of Agreement or Memorandums of Understanding, existing/current shift schedules, and all of article D1 with the exception of article D1.2, D1.3 and D1.16 shall not apply.

b) Upon the date of ratification, for new classifications in departments or divisions that are not listed in Appendix A, the hours of work shall be forty (40) hours per week, scheduled five (5) consecutive days per week, eight (8) consecutive hours per day, plus one half (0.5) hour unpaid lunch per shift, or four (4) consecutive days per week, ten (10) consecutive hours per day, plus one half (0.5) hour unpaid lunch per shift. Once defined by the employer, the classification shall be added to Appendix A.

D1.18.2 A copy of the shift schedule will be supplied to all employees covered within D1.18 annually, no later than February 1st in alignment with vacation selections. Schedules may be subject to change according to operational requirements, following consultation with the union and impacted employee(s) with a minimum of four (4) weeks' notice. Where the affected employee(s) are less than all employees in a classification, the adjusted schedule shall be offered on the basis of seniority. Where the requisite number of senior employees do not volunteer, the adjusted schedule shall be assigned on a reverse seniority basis.

D1.18.3 Such employees shall be entitled to two (2) consecutive days off if working five (5) eight (8) hour shifts, or three (3) consecutive days off if working four (4) ten (10) hours shifts; with no split shifts and shall not be scheduled to transition from nights to afternoons or days, or from afternoons to days, on consecutive shifts. It is agreed by the Parties that employees may exchange shifts provided that a Supervisor or person above the rank of Supervisor is consulted before it is done.

D2. Overtime

D2.1 Except for those employees covered in Article D2.2 of this Schedule, all hours worked in excess of eight (8) hours, Monday to Friday, shall be paid at the rate of time and one-half (1.5) their regular hourly rate.

All hours worked on a Saturday shall be paid at one and one-half (1.5) times their regular hourly rate.

All hours worked on a Sunday shall be paid at two (2) times their regular hourly rate.

Where an employee is late reporting for work which causes another employee to remain at work for a period of time and be paid at a higher rate, the salary of the late employee may be docked at the same rate of pay required to be paid to the employee waiting for shift relief.

Custodians required to work on a Sunday, other than for normal clean-up duties required after a function from the previous night, shall be paid at the rate of double time. Should the employee be required to work on a holiday as listed in Article 25, other than for normal clean-up duties required after a function from the previous night, they shall be paid at the rate of time and one-half (1.5), in addition to the normal day's pay.

Overtime shall be distributed as equally as is possible among those normally performing the work. Overtime refused for good and sufficient reasons shall be considered to be overtime worked for purposes of overtime call-out.

D2.2 **Facility Employees, Marina Employees, And Animal Control And Pound Attendants, and Enforcement Services Officers (ESO):** shall be paid overtime after eighty (80) hours in a two (2) week period as follows:

- Time and one-half (1.5) for hours worked over eighty (80) and up to eighty- eight (88).
- Double time for hours worked over eighty-eight (88) and up to ninety-six (96).
- Time and one-half (1.5) for hours worked over ninety-six (96) and up to one hundred and four (104).
- Double time (2) for hours worked over one hundred and four (104) and up to one hundred and twelve (112).

D3. Call-Out Pay

When employees are called out in an emergency, they will not receive less than three (3) hours pay at overtime rates except that more than one (1) call within three (3) hours of any other call shall be considered continuous.

D4. Stand-By

Employees designated to be on Stand-by and carrying a Town-issued pager or other electronic device will be compensated at $25 per day. An employee would forfeit the Stand-by pay if they did not respond.

When employees designated to be on stand-by are able to respond to a call by either telephone, text message or e-mail, they will receive one (1) hour of pay at overtime rates for each call received except that more than one (1) call received and resolved within the same one (1) hour period shall be considered continuous.

Schedule "D" Hours of Work and Working Conditions (Outside Employees) (Continued)

D5. Meal Allowance

All employees required to work more than four (4) hours past the normal quitting time, or when called out in an emergency for more than four (4) hours, shall be provided with a meal allowance up to a maximum of $1.50.

Effective August 1, 2014, all employees required to work more than three (3) unscheduled hours past their normal quitting time or more than four (4) hours when called out in an emergency will be paid a meal allowance of $12.00.

D6. Shift Premium

The shift premiums for the afternoon and night shifts are $1.75 per hour. This rate will be increased to $2.00 per hour effective on the date of ratification for all shifts for which no less than half of all hours worked fall between the hours of 4:00 p.m. and 8:00 a.m. The aforesaid premiums will not be added to the rate in calculating overtime.

D7. Inclement Weather

When it is necessary for employees to work in an emergency during inclement weather, the Corporation will provide rubber coats and hats. Such articles of clothing are to remain on the Corporation premises at the end of the working day.

D8. Tools, Equipment and Clothing

D8.1 The Corporation will provide such tools and equipment necessary to carry out the Corporation work. Any unreasonable loss of such equipment shall be charged against the employee.

D8.2 Employees required to work in sewers will be supplied with necessary protective equipment related to the job requirements to protect the workmen. The employees will be supplied with rubber boots for their use while on Corporation work.

D8.3 Employees on garbage collection will be supplied with goggles, work gloves and, when required, with long, light raincoats.

D8.4 The Corporation agrees to provide all employees a two-hundred and fifty (250) point allotment per year for clothing effective January 1, 2005.

The Corporation will provide a boot allowance of $250 per calendar year towards the purchase of CSA approved safety footwear effective January 1, 2022, upon provision of receipts.

Safety footwear that has degraded due to wear and tear will be eligible for immediate replacement as above at the discretion of the immediate Supervisor.

Safety rubber boots will be provided to Construction Inspectors. Replacements shall be made as warranted by the Corporation. Construction Inspectors shall be provided with coveralls or other protective wear for confined space entry as required at the discretion of the Employer. Construction Employees as defined in Schedule D – Non-Standard Hours of Work and ESO Officers will be provided winter parkas, coveralls and other protective wear every two (2) years, at the discretion of the Department Manager. Such employees will be required to wear the provided clothing.

D8.5 The employees will be responsible for the repair and laundry of the clothing. If an employee leaves the employ of the Corporation within six (6) months of receiving a new issue of clothing, they will become their property on payment of the amount paid by the Corporation.

D8.6 It is understood that the above tools and equipment, except clothing noted in paragraph D8.4, are the property of the Corporation, and are not to be removed from the premises without the prior permission of the Manager of Operational Services.

D9. First Aid Kits

First Aid Kits will be supplied by the Corporation and kept in places easily accessible to all employees. It will be the responsibility of both Parties to see that the kits are properly cared for and maintained.

D10. Safety Provisions

It is mutually agreed that both parties will cooperate to the fullest extent in the prevention of accidents, and with such promotion of health, safety and training.

Schedule "D" Hours of Work and Working Conditions (Outside Employees) (Continued)

D11. Pay Periods

The regular pay period shall begin at 12:01 a.m. on the Friday of every other week, and any adjustments will be made at the beginning of the pay period closest to the applicable date.

D12. Fleet Services Tool Allowance

Licensed Mechanics shall receive $500 as a yearly Tool Allowance, the said Tool Allowance to be paid in April of each year.

The Equipment Serviceman shall receive 70% of the above rates.

D13. Renewal of Certificates

The Corporation will pay the renewal fees for Certificates required by the Licensed Mechanics, Propane License, Spraying License and Refrigeration Certificate as required by the Ontario Department of Labour.

D14. Service Pay

D14.1 Shall be granted to all employees for each completed three (3) year period of continuous service as follows:

Three (3) years of completed service, $2 per week with a further $2 per week for each additional completed three (3) years of continuous service.

D14.2 **Eligibility**: Such service pay shall commence the first pay period following the appropriate anniversary date.

D14.3 **Payment**: Shall be made on the first pay period in December of each year.

Schedule "D" Hours of Work and Working Conditions (Outside Employees) (Continued)

D15. Joint Gender-Neutral Job Evaluation Program

D15.1 A Joint Evaluation Committee shall be established to review internal equity for those positions covered by this Agreement and shall consist of three (3) members from the Union and from the Corporation.

D15.2 The Job Evaluation Plan shall be the Canadian Union of Public Employees Job Evaluation Plan and includes Factor Weightings. The Plan and/or Factor Weightings shall only be amended by the mutual agreement of the parties.

D15.3 The Joint Evaluation Committee shall review all new positions not included in the Classification Schedule and those positions which have been revised and a reclassification is requested by the Employee and/or Department Head.

D15.4 The employee shall submit a copy of the revised JAQ concurrently with the Supervisor and Human Resources.

D15.5 The job titles of the evaluated positions shall be inserted into the appropriate Band in the Classification Schedule.

D15.6 The decision of the Joint Evaluation Committee may be the subject of a grievance and would be initiated at Step 3 of the Grievance Procedure.

General

D16. If an employee is demoted, they will immediately take the rate for the job.

D17. When the Corporation assigns an employee to work in a higher rated job the employee shall receive a rate of pay not less than the Job Rate for actual hours worked in the higher classification. Such adjusted rates shall be applicable for the hours paid inclusive but not limited to vacation, sick time and WSIB, bereavement leave, jury duty, designated holidays for those temporary assignments that exceed fifteen (15) working days. This clause shall not apply to employees while they are on the job training.

Schedule "D" Hours of Work and Working Conditions (Outside Employees) (Continued)

D18. Existing classifications will not be eliminated without prior agreement with the Union.

D19. Employees in the Garbage Collection who are employees at this date, February 21, 1969, will not lose their employment or rate of pay for Garbage Collection due to outside contracting of this service.

D20. If an employee is detailed to relieve in a position of lower rating for any period, they shall retain their regular rate of pay.

D21. The Memorandum of Agreement for the Midnight Shift is amended to allow staff to operate bombardiers for the purposes of clearing school crossings and drifting snow.

Schedule "E"

Classifications Not in Use

The parties agree that the following classifications have been deemed inactive/vacant and therefore were not evaluated through the CUPE Full-time Joint Gender-Neutral Job Evaluation Program. The following list serves to memorialize classifications previously found in Schedule A. In the event the classifications are re-activated, they will be evaluated and placed in Schedule A as per the CUPE Full-time Joint Gender-Neutral Job Evaluation process.

Job Number	Classification	Department
4	Buyer II	Financial Services
5	Fire Administration Clerk	Fire & Emergency Services
6	Systems Clerk	n/a
9, 10	Planning Technician I	Planning & Development
20	Permit Coordinator	Community Services
21	Clerk/Stenographer	n/a
23	Accounting Clerk I	Financial Services
26	Clerk/Stenographer	n/a
27	Legislative Services Clerk	Office of the CAO
28	Traffic Technician	n/a
30	Clerk/Stenographer	n/a
39	Engineering Technician II	Planning & Development
40	Landscape Architect	Community Services
49	Senior Building Inspector	Planning & Development
50	Plans Examiner I	Planning & Development
53	Assistant Plans Examiner	Planning & Development
66	Equipment Serviceperson	Operational Services
67	Custodian	Community Services
69, 70, 71	Animal Services Officer	Legal & Enforcement Services
72, 73	Equipment Operator Grade II (Loader)	Operational Services

Schedule "E"

Classifications Not in Use

Job Number	Classification	Department
76	Equipment Operator Grade III (Gradall)	Operational Services
77, 81	Equipment Operator Grade III (Grader)	Operational Services
78	Working Foreperson (Animal Services)	Legal & Enforcement Services
85	Working Foreperson (Roads)	Operational Services
100	Labourer	Operational Services
101	Stock Buyer	Operational Services
106	Planner I (Urban Design)	Planning & Development
107	Administrative Assistant	Planning & Development
108	Working Foreperson (Community Centres)	Community Services
110, 113	Working Foreperson (Facilities)	Community Services
112	Labourer (Fleet)	Operational Services
114	Transit Technician	n/a
115	Planning Clerk I	Planning & Development
116	Administrative Coordinator	Fire & Emergency Services
118	Buyer I	Financial Services
119	Planning Assistant	Planning & Development
120	Clerk/Stenographer (Marina)	Community Services
125	Loader/ Operator (Parks)	Operational Services
127	Mower Operator	Operational Services
129	Facilities Attendant (Temporary)	Community Services
131	Clerk/Stenographer	Community Services
135	Clerk/Stenographer	n/a
138	Facility Attendant (Pool/IPSC)	Community Services
145	Municipal Services Technologist	n/a

Schedule "E"

Classifications Not in Use

Job Number	Classification	Department
149	Agenda Clerk	Office of the CAO
153	Clerk/Stenographer	Financial Services
156	Planning Technician I	Planning & Development
157	Development Services Technician	Planning & Development
160	Planner I	Planning & Development
177	Custodian (Seniors')	Community Services
190	Accounts Payable Clerk	Financial Services
501	Planning Clerk I	Planning & Development
502	Planner I (Downtown Development)	Planning & Development
510	Senior Planner/ Sustainability	Planning & Development
518	Access & Policy Coordinator	Office of the CAO

Appendix A – Hours of Work – As of November 15, 2023

DEPT/DIVISION	STANDARD WORKING HOURS	DAYS	EXCEPTIONS
Finance			
Financial Planning & Risk	8:30am - 4:30pm	Mon - Fri	
Purchasing Services	8:30am - 4:30pm	Mon - Fri	
Financial Accounting	8:30am - 4:30pm	Mon - Fri	
Taxation Services	8:30am - 4:30pm	Mon - Fri	
Asset Management	8:30am - 4:30pm	Mon - Fri	
Organizational Effectiveness			
Corporate Communications	8:30am - 4:30pm	Sun - Sat	
Strategic Initiatives			
Special Events	8:30am - 4:30pm	Mon - Fri	
Economic Development	8:30am - 4:30pm	Mon - Fri	
Sustainability & Climate	8:30am - 4:30pm	Mon - Fri	
Legislative Services & Office of the Town Clerk			
Records & Information Management	8:30am - 4:30pm	Mon - Fri	
Legislative Services	8:30am - 4:30pm	Mon - Fri	
Planning & Development			
Administration	8:30am - 4:30pm	Mon - Fri	
Planning	8:30am - 4:30pm	Mon - Fri	
Development Engineering & Environmental Services	8:30am - 4:30pm	Mon - Fri	
Transportation Services	8:30am - 4:30pm	Mon - Fri	
Construction Services	6:00am - 9:00pm	Mon - Sat	
Building Services	6:00am - 9:00pm	Mon - Sat	

Appendix A – Hours of Work – As of November 15, 2023

Legal & Enforcement Services			
Bylaw Services	12:00am - 11:59pm	Sun - Sat	
Parking Services	12:00am - 11:59pm	Sun - Sat	
Administration	7:00am - 7:00pm	Mon - Sat	
Community Services			
Recreation	7:00am - 10:00pm	Sun - Sat	Permit Co-ordinators 8:00am - 9:00pm Aquatics Co-ordinator 5:00am - 10:00pm Fitness Co-ordinator 5:00am - 10:00pm Recreation Clerks 7:00am - 7:00pm Accessibility Co-ordinator 8:30am - 4:30pm Mon - Fri
Facilities	12:00am - 11:59pm	Sun - Sat	
Marina	7:00am - 7:00pm	Sun - Sat	Labourer Apr - Nov 12:00am - 11:59pm Working Foreperson 12:00am - 11:59pm
Roads	12:00am - 11:59pm	Sun - Sat	

Appendix A – Hours of Work – As of November 15, 2023

Community Services			
Fleet	12:00am - 11:59pm	Sun - Sat	Washbay Attendant 9:30am - 6:00pm Mon - Fri Fleet Analyst 7:30am - 4:00pm Mon - Fri Fleet Parts Clerk 7:30am - 4:00pm Mon - Fri
Parks	Apr - Nov 5:00am - 10:00pm Dec - Mar 12:00am - 11:59pm	Sun - Sat	
Parks Planning & Development	8:30am - 4:30pm	Mon - Fri	Landscape Architect 6:00am - 9:00pm Mon - Sat Landscape Architect Technician 6:00am - 9:00pm Mon - Sat
Waste	7:00am - 7:00pm	Mon - Sat	Solid Waste Analyst 7:30 - 4:00pm Mon - Fri
Corridor Management	7:00am - 7:00pm	Mon - Fri	
Administration	7:30am - 4:30pm	Mon - Fri	Operation Clerk 7:00am - 10:00pm Sun - Sat
Fire Services			
Fire Administration	8:30am - 4:30pm	Mon - Fri	

LETTER OF UNDERSTANDING

BETWEEN

The Corporation of the Town of Whitby

And

The Canadian Union of Public Employees, Local 53
(Full-time Unit)

In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality (hereinafter referred to as the "Amalgamation"), the Employer shall provide the Union with written notice of the same as soon as reasonably possible. This notice shall include fulsome particulars surrounding the Amalgamation which is in the knowledge of the Corporation provided such disclosure is permissible.

Upon such notification, the Union may make a presentation to Council overviewing their position on the potential Amalgamation and recommendations for any ensuing negotiations surrounding the Amalgamation.

Senior staff shall continue to keep the Union apprised of any developments arising from the Amalgamation regarding staffing and service delivery methods provided its disclosure is permissible at law.

Canadian Union of Public Employees, Local 53	**The Corporation of the Town of Whitby**
Signed By: Robert Radford President	Signed By: Jacqueline Long Head of Organizational Effectiveness

Dated at Whitby, Ontario this 29th day of January, 2020

LETTER OF UNDERSTANDING

BETWEEN

The Corporation of the Town of Whitby

(the "Employer")

– and –

Canadian Union of Public Employees, Local 53

(the "Union")

RE: Flexible Work Arrangements

WHEREAS the Employer and the Union are party to a full-time collective agreement effective April 1, 2020 to March 31, 2023 (the "Full-Time Collective Agreement");

AND WHEREAS the Employer supports and encourages flexibility in work arrangements and scheduled hours of work whenever it is possible and practical to do so, without compromising the efficiency or effectiveness of the Corporation, health and safety, and/or overall service delivery;

AND WHEREAS the Employer values its employees and is committed to providing the flexibility needed to support employees with work/life balance. This flexibility is for the mutual benefit of the Town and employees, with the expectation of maintaining or improving job performance, job satisfaction and/or customer service levels;

AND WHEREAS the Union's members have an interest in entering into flexible work arrangements, where practical and appropriate;

AND WHEREAS the Union wishes to support the ability of its members to enter into flexible work arrangements, without compromising the protections and benefits enjoyed under the Full-Time Collective Agreement by the Union, its members seeking flexible work arrangements or other bargaining unit employees;

AND WHEREAS the Parties desire to work together to explore the feasibility of flexible work arrangements for bargaining unit employees with a flexible work arrangement pilot project of a fixed duration;

NOW THEREFORE the Parties agree as follows:

1. Flexible work arrangements include compressed work weeks, flex-time and telecommuting, which shall be defined as follows:

    a. Compressed Work Week: An arrangement where an employee's total standard hours are worked in fewer days within a pay period.

    b. Flex-Time: A rearrangement of standard full time hours so that the regular day's work begins and ends at times outside of the standard business hours.

c. Telecommuting: An arrangement where job responsibilities are completed at a remote location away from the workplace for one or more work days per week.

2. Unless otherwise specified in a flexible work arrangement, an employee's standard work hours are as set out in the Collective Agreement, namely, thirty-five (35) hours per week, Monday through Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour unpaid lunch for Schedule "C" employees, and forty (40) hours per week consisting of five (5) shifts of eight (8) hours each Monday to Friday inclusive, working between the hours of 7:30 a.m. to 4:00 p.m., with one-half (0.5) hour unpaid lunch, or such other shifts as mutually agreed upon by the Union and the Corporation, for Schedule "D" employees.

3. In order to participate in a flexible work arrangement, the Employee must satisfy the eligibility criteria and employee responsibilities set out in the Employer's "Flexible Work Arrangements Policy" (the "Policy"). It is understood that the Policy applies to all flexible work arrangements under this Letter of Understanding.

4. Employees seeking a flexible work arrangement on a go forward basis shall use the Employer's Flexible Work Arrangement Proposal form (the "Form") to make their request.

5. Employees may bring ideas for flexible work arrangements to their supervisors/managers, and flexible work arrangements should be developed by employees and their supervisors/managers directly. Flexible work arrangements which involve telecommuting only and do not otherwise change the employee's working conditions can be agreed upon by an employee and their manager/supervisor directly. The Employer shall provide the Union Secretary with copies of the signed Form upon completion, and shall also provide the Union Secretary with copies of any adjustments to the arrangement following the annual review of the flexible work arrangement. However, all other flexible work arrangements must be agreed upon in writing with the mutual consent of the Employer, the Union, and the affected employee(s).

6. The employee and their manager/supervisor shall complete the Form based on their agreed proposal and submit it to the Union Secretary and Human Resources for final review and agreement. It is understood that such agreement shall not be unreasonably withheld. The Form shall specify the standard hours of the affected employee(s) under the flexible work arrangement. The parties agree that the standard hours in a flexible work arrangement shall supersede the standard work hours in the Collective Agreement for the affected employee(s) and that these hours shall be the standard work hours of the affected employee(s) for, among others, overtime purposes.

7. The Union and Human Resources shall have two (2) weeks from the date the Form is provided to the Union Secretary to raise any concerns and return the signed Form. The parties shall work collaboratively and expeditiously to address concerns and process flexible work arrangement requests. The parties agree that the process outlined above shall apply to any subsequent modifications to a flexible work arrangement following the annual review.

8. The parties agree that, to the extent possible, it is desirous for employees who are currently in flexible work arrangements that are a direct result of the response to the COVID-19 pandemic to

continue with their flexible work arrangements. These arrangements shall continue until May 1, 2022 or the date that masking and social distancing requirements are lifted, whichever comes first. These arrangements may be extended upon mutual agreement of the Union and the Employer for a further three months at a time, based on public health guidance available at the time. Should these arrangements need to be extended the Union and the Employer shall meet to discuss the duration of the extension. For clarity, the Parties agree that employees are free to follow the process outlined in this Letter of Understanding if they wish to request to continue with these flexible work arrangements developed in response to the COVID-19 pandemic beyond the date that they otherwise expire.

9. Subject to discussion between the Employer, the Union and the affected employees, any of the parties to a flexible work arrangement may terminate the flexible work arrangement and agreement, with thirty (30) days notice, at any time.

10. The Union accepts that the operational needs of departments vary and that each arrangement of hours of work must be considered in light of those needs.

11. This letter of understanding and any flexible work arrangements and agreements hereunder shall expire on March 31, 2023 unless mutually extended by the Union and the Employer in writing. The parties shall meet in early 2023, prior to the expiry of this letter of understanding, in order to discuss and review how flexible work arrangements have worked for the parties, whether they wish to renew this letter of understanding, and, if so, whether there are modifications they wish to make in light of their experiences to date.

Dated this 6th day of December 2021

For the Union:

Rob Radford
Greg French
Mike Woodward
Brian Booth
Cydele Marchant
Rayanne Lees

For the Employer:

Jacqueline Long
Dana Johnston
Jennifer Smith
Mallory George

MEMORANDUM OF AGREEMENT

Between

The Corporation of the Town of Whitby

(the "Employer")

And

The Canadian Union of Public Employees, Local 53 Full-time

(the "Union")

Re: Renewal of Flexible Work Arrangement Letter of Understanding

The parties entered into a Letter of Understanding dated December 6, 2021, regarding flexible work arrangements for full-time bargaining unit employees.

The Parties agree to renew the Letter of Understanding and any Flexible Work arrangements and agreements thereunder.

Signed on the 21 day of May, 2024.

For CUPE Local 53:	**For the Town of Whitby:**
Rob Radford	Jacqueline Long

MEMORANDUM OF AGREEMENT

Between

The Corporation of the Town of Whitby

(the "Employer")

And

The Canadian Union of Public Employees, Local 53 Full-time

(the "Union")

Re: Market Review of CUPE Full-time Wage Structure

Whereas, the Employer has initiated a comprehensive market review of the CUPE full-time salary structure,

And whereas, this review is on target to be complete by end of year 2023,

And whereas, the Employer will be providing a report to Council regarding the findings of this review,

Therefore, upon completion of the market review and following the presentation of those findings to Council, the Employer will provide the CUPE Executive an overview presentation regarding the findings of the market review and next steps.

Signed on the 12 day of November, 2023.

For CUPE Local 53:

Rob Radford
Brian Booth
Kelly Vipond
Jeff van Pelt

For the Town of Whitby:

Matt Gaskell
Jacqueline Long
Chris Harris
John Romano
Dana Johnston
Kirsten Craig

MEMORANDUM OF UNDERSTANDING

Between

The Corporation of the Town of Whitby ("Employer")

And

Canadian Union of Public Employees (CUPE), Local 53, Full-time ("Union")

Re: Support for Transgender Employees

The parties want to signal their support for individuals who are transgender and/or transitioning.

The Employer will partner with the individual to develop a personal support plan that addresses potential workplace issues including, but not limited to, paid time off, in accordance with policy and procedure, for medical appointments, gender re-assignment surgery, and/or course of treatment.

In addition, the Employer will partner with the individuals to develop a workplace transition plan that respects the individual's right to privacy and recognizes that each person's transition journey is different and may require different supports. At the request of the individual, the Union will be engaged in the development of the personal support plan and the workplace transition plan.

The Employer and the Union will endeavour to protect the privacy and confidentiality of employees accessing gender affirming care and treatment, including only sharing information about an employee's identity, orientation, or expression with the express permission of the individual.

Dated this 12 day of November, 2023.

For CUPE Local 53:

Rob Radford
Brian Booth
Kelly Vipond
Jeff van Pelt
Cydele Marchant
Greg French

For the Town of Whitby:

Matt Gaskell
Jacqueline Long
Chris Harris
John Romano
Dana Johnston
Kirsten Craig