

**Memorandum of Settlement**

**Between:**

**The Corporation of the Town of Oakville  
(the "Corporation")**

**And**

**Canadian Union of Public Employees, Local 1329  
(the "Union")**

**Whereas** the Corporation and the Union are party to a collective agreement which expired on February 15, 2019;

**And whereas** the parties wish to renew this collective agreement with a term of February 16, 2019 to February 15, 2023;

**The parties agree** to recommend to their principals the ratification of this renewal collective agreement as described below:

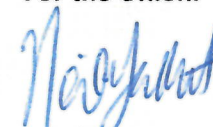
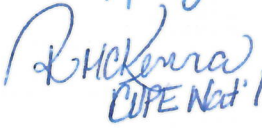
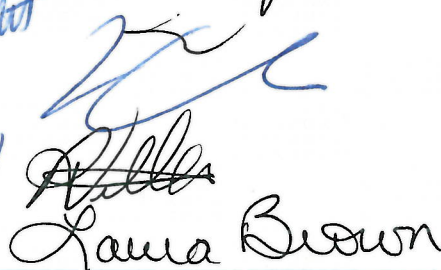
1. There shall be no retroactivity of the terms of the collective agreement except wages. The retroactivity on wages shall be paid within three full pay periods following ratification.
2. The terms of the new collective agreement shall be the terms of the expired collective agreement as amended by Agreed to Items documents dated May 13, 2019 and January 9, 2020.
3. The parties agree that certain grievances related to the interpretation of the now replaced Articles 14, 15, 17, and 36 shall be withdrawn by the Union upon the ratification of this renewal collective agreement. By close of business on January 10, 2020, the Union shall identify the grievances it feels fall within this group and the Corporation's ratification will take into account this list.
4. The parties agree to meet and discuss the effect of the new Article 13.02 on employees already in temporary assignments at the time of ratification.
5. The Union acknowledges that the Corporation has advised that it plans to participate in work experience and internship programs that service marginalized and underrepresented communities and the participants will not be governed by the collective agreement even where the nature of the work overlaps with the work of the bargaining unit. The Union reserves its right to grieve in respect of these program participants.

**Dated this 9<sup>th</sup> day of January 2020 at Oakville, Ontario.**

**For the Corporation:**

  
Rizwana Mas  
  
Miki Cbeal

**For the Union:**

  
Nicholas  
  
R. McKenna  
CUPE Nat'l  
  
Lama Brown

**Agreed Items – 4am, January 9, 2020**

13.01(c): change “18” to “24”.

Delete Article 13.02 and replace with the following:

No employee shall be transferred to a position outside the bargaining unit without their consent.

An employee may accept a temporary assignment out of the bargaining unit of up to twenty-four (24) months in a thirty-six (36) month period without losing their seniority in the bargaining unit. Upon return to the bargaining unit, the employee’s seniority date will be adjusted by the number of weeks the employee is in the position out of the bargaining unit. During this period of time out of the bargaining unit, the employee will continue to pay union dues based on the rate of pay in the new position.

**Delete Article 14 and replace with the following:**

- 14.01 The parties subscribe to the principles that any reduction in the workforce be done with the least possible disruption, and that whenever a layoff is necessary seniority rights will be a primary factor. As set out below, the parties agree to work together to achieve these principles.
- 14.02 Layoff is defined as the elimination of a position held by a bargaining unit employee (including one employee in a multi incumbent job title). For clarity, such an elimination of a position is still considered to be a layoff even if additional positions are added to the bargaining unit simultaneously thereby not resulting in a reduction in overall employee complement.
- 14.03 An employee who is to be laid off shall have the least bargaining unit wide seniority in the job title in which the layoff occurs. The employer shall give at least forty five (45) days’ written notice of layoff to the employee and the Union. In this written notice, the employee shall select one of the following options:
- (a) Transfer to any vacant position at the same pay grade level or lower within the bargaining unit, provided the employee is qualified to do the work;
  - (b) Displace the least senior employee with less seniority in any equivalent or lower paying grade level provided such employee is qualified to do the work;
  - (c) Be laid off and placed on a recall list in accordance with Article 14.10; or
  - (d) Accept the layoff, renounce his or her recall rights and receive their entitlements under the Employment Standards Act, 2000.
- 14.04 Where there is more than one employee being laid off simultaneously, the more senior employee’s preference shall prevail over a less senior employee if there are limited opportunities (i.e., for a vacancy or displacement).
- 14.05 The laid off employee shall be provided five (5) working days to select which option Article 14.03 they prefer.

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- 14.06 If an employee is displaced by a laid off employee selecting option (b) from Article 14.03 above, that employee shall have options (a), (b), (c), and (d) outlined in Article 14.03 above, and shall have five (5) days from the date of their displacement to select their preferred option. If that displaced employee selects option (b) from Article 14.03, the employee they displace shall have options (a), (c), and (d) outlined in Article 14.03 above, and shall have five (5) days from the date of their displacement to select their preferred option.
- 14.07 If there are any employees who are in the five (5) day selection period above under Article 14.03 or 14.06, the Corporation will not fill any vacancy that such an employee has the skills, ability, and qualification to perform while until that five (5) day period expires.
- 14.08 An employee of at least ten (10) years seniority who chooses a lower grade position pursuant to exercising his or her options under Article 14.03 or 14.06 above shall have his or her salary maintained at the previous level for a one (1) year period.
- 14.09 An employee who is laid off and maintains recall rights shall have his or her benefit coverage continued for two months or until the employee obtains alternative employment, whichever occurs first.
- 14.10 An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority, providing such employee is qualified to do the work. Notice of recall shall be issued to the Employee by email and priority post and copied to the Union. Recall rights shall last for 24 months. If an employee is not recalled within 24 months, his or her employment shall be deemed terminated and he or she shall be entitled to her termination entitlements under the Employment Standards Act, 2000. nd
- 14.11 No new employees shall be hired until all those with recall rights have been given an opportunity to accept the position or have been found to not have the skills, ability, or qualifications to perform the work available. Employees with recall rights shall keep the Corporation advised of their current address, email address, and telephone number.
- 14.12 Employees who have been laid off and subsequently recalled will have their length of service determined by the actual time they have been on the Corporation's payroll provided such recall is in accordance with Article 13.
- 14.13 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure with the Director of Human Resources.
- 14.14 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no permanent employee who has successfully completed their probationary period shall be laid off from work as a direct result of contracting out present work.

## Article 15

### Article Fifteen- Promotions, Transfers and Job Vacancies

Add the sentence below under the main heading:

For definitions related to reasons for vacancies and employee status, please refer to Appendix "B" (Renumber if necessary)

- 15.03 a) An employee who is seconded to fill a short term vacated position in the Permanent Complement and/or a special project shall not be eligible to apply for another posted secondment, during the current secondment.  
Secondments shall cover extended periods of absence due to illness, injury, maternity, parental leave, vacation, other leaves of absences and special circumstances/projects. The maximum length of secondments and extensions of same shall mirror the lengths set out in Article 17.03(a) depending on the purpose.
- b) A seconded employee shall be paid in accordance with Article 24.03. For time served in the same higher classification position, the seconded employee will advance through the steps cumulatively in accordance with the provisions of Article 24.01 provided that the minimum time served in each secondment is not less than three months and the time elapsed between secondments does not exceed nine months.
- c) Where an employee's movement to the seconded position results in other vacancies, such vacancies shall be filled and/or extended for the same period of time as the original secondment. Payment for such positions shall be in accordance with b) above.  
  
Correspondence with the employees related to the extension of a secondment will be copied to the Union.
- d) For clarity, temporary employees may be hired to backfill the end of a secondment chain as per Article 17.03 a).
- e) Permanent employees who have completed a secondment must return to their home department for a minimum of six (6) months before they are eligible to transfer into a secondment out of their home department, unless the next secondment opportunity is a minimum of twelve (12) months in duration.

16.02 Applications from external applicants will not be considered until all internal candidates who have been interviewed have been notified that they are not the qualified/successful candidate for the position.

16.03 Job postings shall include:

- Position Title
- Position Pay Grade
- Duration of the position (if known) if it is temporary
- Job Duties
- Qualifications, skills and abilities required for the job
- Indicate if a formal test will be given
- The pass or threshold score for each of the interview and testing, if any

16.04 The successful applicant for an appointment or promotion shall be notified of the effective salary for the position prior to his/her acceptance. ~~Every employee who is an applicant for an appointment or promotion~~ Only those employees who are interviewed shall be notified in writing of acceptance or non-acceptance for the position advertised as the case may be. Applicants who are interviewed ~~Applicants~~ and who are subsequently not successful may discuss the reasons they have not been successful with the hiring manager. Questions regarding the process may be addressed with Human

Resources. If a written test was a part of the selection process the employee may request from Human Resources, that they be allowed to see their own written test results. Human Resources will set-up a time for the employee to see their test results with a Human Resources representative; the employee will not be given a copy of their test.

16.xx No bargaining unit employee shall participate in rating another bargaining unit employee in a job interview, even if that employee is seconded in a non-bargaining unit position.

16.05 The Union **President and Recording Secretary** shall be notified **via email** of all appointments, hirings, layoffs, transfers, recalls and terminations with respect to employment in the Permanent Service.

**Article 17**

**Under the heading Article 17 Probationary and Temporary Employees**  
**Add the sentence below under the main heading:**

**For definitions related to reasons for vacancies and employee status, please refer to Appendix "B" (Renumber if necessary)**

17.02 Probationary employees will not carry seniority rights during their probationary period. Probationary employees are not covered by the terms of this agreement except the following:

<u>ARTICLE</u>	<u>TITLE</u>
1	Purpose
2	Recognition
3	Corporation's Rights
4	Relationship
5	No Strikes and No Lockouts
6	Union Membership
7	Check-off of Union Dues
<del>15</del>	<del>Promotions, Transfers and Job Vacancies</del>
<del>16</del>	<del>Job Postings</del>
17	Probationary and Temporary Employees
19	Other Employee Benefits
21	Designated Holidays
22	Hours of Work
24	Job Classifications and Salary or Wage Rates
26	Car Allowance

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

<u>ARTICLE</u>	<u>TITLE</u>
9	Grievance Procedure
11	Arbitration
18	Sick Leave

17.03 a) The Corporation may, at its discretion, engage temporary employees **in the following circumstances**: ~~seasonal work, (for specific duties and for a specific time period that is dependent on special project requirements and seasonal activities), for a special project which will require additional help, or an overload work period.~~

- I. **Special Projects as defined in Appendix B. Such temporary employees may be hired to a maximum of two (2) years, plus opportunity to extend up to one (1) additional year with union's agreement. Any subsequent cascading backfills will be aligned to the original leave duration.**
- II. **Leaves of Absence as defined in Appendix B. This will include legislative leaves, personal leaves and sick leave. Such temporary employees may be hired for the entire duration of the leave. Any subsequent cascading backfills will be aligned to the original leave duration.**
- III. **Seasonal work as defined in Appendix B. Such temporary employees may be hired to a maximum of nine (9) months, plus opportunity to extend up to three (3) additional months with union's agreement. Any subsequent cascading backfills will be aligned to the original leave duration.**
- IV. **Cyclical work as defined in appendix B. Such temporary employees may be hired to a maximum of eighteen (18) months, plus opportunity to extend up to six (6) additional months with union's agreement. Any subsequent cascading backfills will be aligned to the original leave duration.**

~~A temporary employee so employed for more than six months (or such longer time as agreed upon before or during the length of the contract position, between the Corporation and the Union in any particular case) shall be deemed to be a permanent employee with seniority commencing from the date hired less than two (2) years shall have the rights set out in Article 17.04.~~

**A temporary employee hired for more than two (2) years shall have rights set out in Article 17.04; in addition they shall receive the Standard Contract Benefits (attached as Appendix C) and receive three (3) weeks of paid vacation per calendar year. In the event a temporary employee is successful to a permanent position, their seniority will be backdated to the last date of hire as long as there has been no break in service.**

Temporary employees working in a works incentive program involving another level of Government shall not qualify as a permanent employee as set out herein.

Temporary employees engaged pursuant to Article 17.03 (a) I, II, III and IV above, may not be used by the Corporation to avoid posting and filling a vacancy for a permanent position.

- b) Where a temporary employee applies for and is hired as a permanent full time employee, for which he/she has performed as a temporary employee in that same position, the time served in that same position will be counted toward the probationary period (in full or part), providing the period of temporary employment is greater than three (3) months. Benefit coverage as per 19.01 will be applied with effect from the first day of the month following such appointment as a full time employee.
- c) **The Corporation will provide the Union on a quarterly basis with a list of all current employees (permanent and temporary) in the bargaining unit on**

secondment and/or in a temporary position. This list shall include the name of the employee, the positions they are in, their pre-secondment position (if applicable), and the end of the secondment or temporary position (if known).

- d) Any individual who has been a temporary employee beyond the agreed to duration as stipulated within Article 17.03a) shall automatically become a permanent employee.

Delete 17.04 (incorporated into 17.03 above) and renumber 17.05 to 17.04 which will therefore read:

17.04 A temporary employee will not carry seniority rights during his/her period of temporary employment. Temporary employees are not covered by the terms of this agreement except the following:

<u>ARTICLE</u>	<u>TITLE</u>
1	Purpose
3	Corporation's Rights
4	Relationship
5	No Strikes and No Lockouts
7	Check-off of Union Dues
17	Probationary and Temporary Employees
21	Designated Holidays
22	Hours of Work
26	Car Allowance

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

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

Appendix "B"

#### Re: Definitions

##### Employee Status Definitions:

**Permanent employee:** Full Time employee who is part of the CUPE 1329 bargaining unit in one of the complement of year-round positions authorized by Council (with no defined end date).

**Seconded employee:** Where a permanent CUPE 1329 employee is selected for a temporary (time-limited) position (union or non-union), and continues to maintain their home position and seniority rights.

**Temporary employee:** Hired on contract on a temporary basis (with a fixed start and end date) who does not have rights to a position within the Council approved permanent complement.

##### Reasons for Vacancy:

- a) **Backfill** – replacement, for the entire anticipated duration, of a Union or Non-Union employee who is off on approved leave of absence (i.e. legislative leaves such as pregnancy and/or parental

leave; sick leave; and any other approved leave of absence), or on a secondment. This includes all subsequent temporary positions in the chain following the initial transfer.

- b) **Special Project** – project based work (Union or Non-Union) that is for a predetermined time limit (temporary in nature), outside of the normal scope of work activities, has limited funding, and/or could be a pilot program or partnership.
- c) **Seasonal**– temporary work that is required for a particular period of the year, to assist with excess/peak work (for example, but not limited to: Building permit high time (spring/summer), Recreation and Culture (camp time June to August), ~~Bylaw, Intermediate By-law officers~~ (May to September). *Municipal Enforcement Services* *Municipal Standards Investigate*
- d) **Cyclical Work** – temporary work that is repeated at regular timescales (for example, but not limited to, Elections once every four years, etc.).

18.01 .....

Absence from work because of sickness shall be reported to the immediate supervisor by the employee immediately upon the commencement of absence. Time taken for sick leave will not be applied against the three (3) unpaid days of sick leave entitlement as set out in the Employment Standards Act 2000.

**20.04** The Corporation agrees to post a vacation schedule by Department before February 1, so that vacations may be fairly allocated. Vacation requests submitted prior to March 1 will be granted based on seniority. **Vacation requests submitted after March 1 shall be approved or denied within three business days of receipt of the written request.**

**20.XX1** The Corporation will ensure that vacation or lieu time balances from the previous year for employees is up to date on Workspaces, or its successor program by February 1st of each year so that employees can request vacation accordingly as per Article 20.04.

**20.XX2** An employee who, during his/her previously scheduled vacation period, is required to serve as a juror, or who is required to appear in court on a matter arising out of his/her employment or is involved in other legal proceedings on a matter arising out of his/her employment, shall, upon request, have that period of vacation changed to jury or witness duty leave.

**22.02** All employees, excluding those referred to in 22.03, required by their immediate supervisor to work longer than normal hours shall have the option of taking time off at time and a half (1 1/2), at a time agreeable with their immediate supervisor, to a maximum of 35 hours (for a maximum bank of 52.5 hours) in any calendar year, or to be paid for such time at the rate of time-and-one-half their normal prorated hourly rate. Overtime as set out herein shall only be recognized when the employee is required to work more than thirty minutes beyond his/her normal work day.

By December 1 each year employees with a lieu bank shall indicate in writing if they wish to be paid for banked time or if they wish to carry the time over. If the time off is not scheduled to be taken prior to March 31<sup>st</sup> of the following year, at a time that is mutually agreeable, the bank will be paid out by December 31<sup>st</sup>.

**A Full Time (FT) employee who is the successful applicant for a Full Time CUPE 1329 position outside their department in accordance with Article 16, will have their lieu banks paid out prior to transfer into the new role.**



- 22.03** Hours of employees at the Oakville Centre or of the Parks and Open Space Department, Recreation and Culture Department, **Mobile Compliance Officers**, and Transit (**any additions to this will be agreed upon through a Letter of Understanding**) who are employed in any operation required to operate on a six (6) or seven (7) consecutive day basis, shall be seventy (70) hours over ten (10) days within any fourteen (14) consecutive day period and may be scheduled for days, afternoons, and evenings and nights (**nights only applicable to Mobile Compliance Officers or such other position agreed to by the parties**).
- 22.07** An employee who is unable to report for work shall notify his/her immediate supervisor or designate accordingly no later than **30 minutes before** his/her shift was to start.
- 22.XX** When a pre-planned overtime shift needs to be filled such overtime shall be offered in order of seniority within the relevant position(s) (as determined by the Corporation with regard to skill, ability, knowledge, location and wage rate) and where there are no volunteers when overtime is required reverse seniority shall apply.

Delete Appendix A and add:

**24.XX Recognition of increased training responsibilities**

Employees who have been requested to, and have accepted the responsibility to train other bargaining unit members in that other bargaining member's position as a result of an accommodation or situation where additional training beyond orientation is required will be paid 105% of their regular rate of pay for all hours spent training.

- 27.01**
- a) Leave of absence of not more than five (5) days shall be granted without loss of pay to an employee due to the death of his/her parent, step-parent, spouse, child or step-child.
  - b) Leave of absence of not more than three (3) days shall be granted without loss of pay to an employee due to the death of his/her brother, sister, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent-in-law or legal guardian.
  - c) Leave of absence of not more than one (1) day shall be granted without loss of pay to an employee due to the death of his or her aunt or uncle.
- ~~e) Leave of absence granted for bereavement will be applied against the ten (10) days leave entitlement as set out in the Employment Standards Act, 2000.~~

Delete Article 33 Personal Days and renumber Articles 34 onward.

- 35.03** Copies of disciplinary **letter(s)** notices shall be sent to the Local Union recording Secretary ~~Recording~~ Recording Secretary and Local Union **President via email**, ~~if the employee being discipline requests it of the Corporation in writing.~~

Delete existing Article 36 and replace with:

- 36.01** This article applies to a technological change that does not result in a layoff as defined in Article 14 of the collective agreement.

- 36.02** When the Corporation introduces a technological change which will result in significant changes in the working conditions of employees, it shall provide the Union with a written description of the change it intends to carry out. Such description shall be provided to the Union in writing at least sixty (60) days prior to the implementation of the technological change and it shall describe the technological change and the effects it will have on the working conditions of the employees. The Union may respond in writing to this notice with any suggestions it has regarding the implementation of the technological change and the parties may mutually agree to meet and discuss the original notice and the Union's response.
- 36.03** Where an employee requires new or different skills or knowledge as a result of technological change which can be obtained by that employee in a reasonable time period and at a reasonable expense, the Corporation shall provide such training at no cost to the employee.
- 36.04** At any time following the provision of the notice to the Union in Article 36.02, the Corporation may offer a severance package to any affected employee who expresses an interest in resigning or retiring.
- 40.01** This Agreement shall be effective on the **16th day of February 2019** and shall remain in full force and effect until the **16th day of February, 2023** and from year to year thereafter, subject to notice as provided in the Labour Relations Act S.O. 1995, C.1. Schedule A, as amended.

No retroactivity on any proposals except wages.

**Wages:**

- February 16, 2019: 1.75% increase across the board
- February 16, 2020: 1.75% increase across the board
- February 16, 2021: 1.75% increase across the board
- February 16, 2022: 1.75% increase across the board

Retroactivity on wages shall be paid within three (3) full pay periods following ratification.

**Benefit increases:**

- Increase Vision coverage from \$450/24 months to \$500/24 months and eye exam from \$50/24 months to \$100/24 months
- Increase Physiotherapy coverage from \$600 annually to \$650 annually
- Increase Health Care Spending Account (HCSA) from \$500/annually to \$600/annually
- Major restorative dental from \$1500 to \$1875 maximum per year effective January 1, 2021
- Any changes to benefits coverage takes effect the first of the month following ratification, except major restorative dental.

To be included in MOA: language re withdrawal of grievances related to no longer existing Articles 14, 15, 17 and 36; and language re seniority for employees currently on temporary assignments.

Dated this 4<sup>th</sup> day of January 2020 at Oakville, Ontario.

For the Corporation:

For the Union:

*[Signature]*  
 Rizwana Hussain  
 Melia Cabral

*Buckingham COPE Nat'l*  
*[Signature]*  
 Lama Brown  
*[Signature]*

Agreed Items – CUPE 1329 and Town of Oakville, May 13, 2019

- 4.03 The Employer and the Union further agree that there shall be no discrimination either by the Employer or the Union against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, ~~or handicap~~ **disability**, gender identity or gender expression.
- 8.01 The Union shall appoint or otherwise select a Committee of not more than five (5) employees, **and the CUPE National Representative** ~~one of whom may be a full-time employee of C.U.P.E.~~, to represent the Union in meetings with the Corporation concerning the negotiation and administration of this agreement. Each of the employees **on the Union Committee** shall have completed the probationary period. **All members of the Union Committee and the CUPE National Representative may attend collective bargaining negotiations.**
- 8.02 The Union shall appoint or otherwise select ~~four (4)~~ **six (6)** employees to act as stewards. Each of these employees shall have completed the probationary period. The Union shall keep the Corporation informed through the Director of Human Resources of the names of all of its officers including the names of its stewards ~~in the area of the service they are to represent.~~
- 8.03 If meetings between the representatives of the Corporation and the Union are held during working hours, **the members of the bargaining unit representing the Union at these meetings** shall be paid at the regular rate for the time spent at such meetings. **The number and composition of Union representatives for collective bargaining, Labour Management Committee meetings, and grievance meetings are governed by Articles 8.01, 8.04, and 9.06 respectively. For all other meetings requested or required by the Corporation, the Union may be represented by three (3) members of the Union Committee of its choice as well as a CUPE National Representative.**
- 8.04 a) A Labour-Management committee shall be established consisting of three representatives of the Union Local and three representatives of the Corporation. The Committee shall concern itself with the following general matters:
- (i.) constructive criticism of all activities so that better relations shall exist between the Corporation and its employees.
  - (ii.) improving and extending services to the public.
  - (iii.) reviewing suggestions from employees and the Corporation, questions of working conditions and service, and conditions causing misunderstandings (but not grievances).

(iv.) making recommendations to the Union and/or Corporation relating to any of the above.

b) The Committee shall meet monthly at mutually-agreeable times and places. Its members shall be given advance notice of the meeting and agenda. Employees shall not suffer any loss of pay for time spent with this Committee.

c) An employee and a Corporation representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

d) Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting. The Union and the Corporation representatives on the Committee shall each receive a copy of the minutes.

e) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Corporation, and does not have the power to bind either the Union or its members or the Corporation to any decisions or conclusions reached in their discussions.

**Articles 8.05 to 8.08 to be deleted.**

**9.01** The parties to this agreement are agreed that it is the utmost importance to address and resolve grievances as quickly as possible.

**9.02** Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.

**9.03** For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to Friday, exclusive of holidays.

**9.04** A grievance shall be defined as where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated.

**9.05** A grievance involving more than one employee from the same department on the same matter may be submitted as a group grievance.

**9.06** The Corporation will recognize a Grievance Committee composed of up to three (3) members of the Union Committee outlined in Article 8.01. The steward involved in the grievance may attend all steps of the grievance procedure. The Union Committee and the CUPE National Representative may be present at Step 3 or any later stage of the grievance, mediation, or

arbitration process. At the mutual agreement of the Corporation and the Union, either party may request additional support as required.

**9.07** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than **five full working days** before **Step 1** below is commenced.

#### **Step 1**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his immediate supervisor the opportunity of adjusting his/her complaint. The grievor may have the assistance of a union steward if he/she so desires. Such complaint shall be discussed with his/her immediate supervisor within five (5) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The immediate supervisor shall advise the employee of their decision in writing within five (5) working days of their discussion. Failing resolution of the complaint, it shall then be taken up as a grievance within five (5) working days following his/her immediate supervisor's decision in the following manner and sequence

#### **Step No. 2**

The employee or steward may submit a written grievance signed by the employee or Union representative to the Director, department head or designate of the department. The grievance shall identify the nature of the grievance, the provisions of the Agreement which are alleged to be violated, and the remedy sought. The Director will deliver his/her decision in writing within five (5) working days following the day on which the grievance was presented to him/her. Failing settlement or response, proceed to Step 3.

#### **Step No. 3**

Within five (5) working days following the decision in Step No. 2 or the passing of the deadline for providing such a decision, the grievance may be submitted in writing to the Commissioner designated by the CAO. A meeting will then be held between the Commissioner and the Grievance Committee within five (5) working days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further

**understood that the Commissioner may have such counsel and assistance as he/she may desire at such meeting. The decision of the Corporation shall be delivered in writing within ten (10) working days following the date of such meeting.**

9.08 Any grievance on a discharge or suspension shall be initially filed with the Director, Department Head (or designate) in writing as provided in **Step 2** excepting that it must be submitted within five days of the discharge or notice of suspension. **The parties may mutually agree to permit the filing of such a grievance at Step 3.**

9.09 Where the parties agree, the grievance may be referred to a mutually agreeable mediator. Such mediation shall be held within 30 days after a decision at Step three (3) of the grievance procedure has been rendered unless otherwise agreed. Any recommendation from the mediator shall not be binding on the parties. The parties agree to share the costs of the mediator.

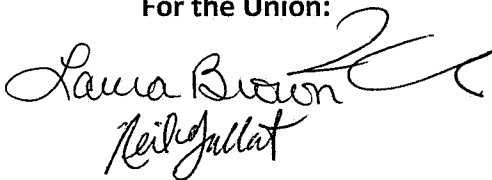
9.10 The employee in all steps of the grievance procedure shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step 2.

9.11 A Union policy grievance, which is defined as an alleged violation of this agreement concerning a number of employees in the bargaining unit, in regards to which an individual employee could not grieve, may be lodged by the Union in writing to the **Director, Department Head (or designate)** as step **two (2)** of the grievance procedure at any time within five (5) working days after the circumstances giving rise to the grievance having occurred, or originated, or ought reasonably to have been known to the Union. If it is not satisfactorily settled it may be processed to **Step 3 and to arbitration** in the same manner and to the same extent as the grievance of an employee. **The parties may mutually agree to permit the filing of such a grievance at Step 3.**

**30.01** Subject to the exigencies of the service, leave of absence without pay and without loss of seniority will be given to employees covered by this Agreement to attend Union Conventions, provided such leave does not exceed a total of thirty (30) days in the calendar year for four employees. The request for leave as set out in this Article shall be made at least ten days **plus** in advance of the date the leave is required.

Dated this 13<sup>th</sup> day of May, 2019 at Oakville.

For the Union:

  
Laura Brown  
Neil Gullat

For the Corporation:

