

2019-2023

**The Corporation of the
Town of Oakville**

and

CUPE 1329

Collective Agreement

Duration: February 16, 2019 to February 15, 2023

Agreement

between

**THE CORPORATION OF THE TOWN OF
OAKVILLE**

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES**

AND ITS LOCAL 1329

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This agreement made this 9th of January, 2020

between

THE CORPORATION OF THE TOWN OF OAKVILLE

Hereinafter called the "Corporation"

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1329

Hereinafter called the "Union"

WHEREAS the Corporation has recognized the Union as the sole bargaining agent for those employees of the Corporation as hereinafter defined:

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agreed as follows:

ARTICLE ONE - PURPOSE

- 1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees and to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and salaries or wages for all employees who are subject to the provisions of this agreement.
- 1.02** This agreement shall be read with such changes of gender as the context may require.

ARTICLE TWO - RECOGNITION

- 2.01** The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the Corporation employed in its Office, Clerical and Technical Operations save and except those positions listed in Schedule C which may be amended as required throughout the life of the collective agreement with written notice of such changes to CUPE 1329.
- 2.02** Where the Union is concerned that a position posted as Non-Union should be included in the bargaining unit, the Corporation agrees to meet with the Union to discuss it, and failing agreement satisfactory to both parties to refer that position to the Ontario Labour Relations Board for its determination.

2.03 All employees in the bargaining unit shall be recognized as being in either the "Temporary" service or the "Permanent" service of the Corporation. "Permanent" means one of the complement of year-round positions authorized by Council. "Temporary" means service as set out in Article 17.03. "Probationary" refers to an employee who has not completed the length of service as set out in Clause 17.01 for acceptance into an existing permanent service vacancy for which he/she has been hired.

2.04 The Union will be notified in writing of a change to be made to a job title and of the reason for that change.

ARTICLE THREE - CORPORATION'S RIGHTS

3.01 The Union recognizes and acknowledges that it is the exclusive function of the Corporation to manage its operations and to direct its employees and agrees that, subject to the terms of this agreement, it is the exclusive function of the Corporation to:

- a)** maintain order, discipline and efficiency,
- b)** set and change hours of work,
- c)** hire, retire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee covered by this agreement,
- d)** generally to manage the Corporation and undertakings of the Corporation and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant and machinery which the Corporation at its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Corporation.

3.02 Management shall exercise these rights consistent with the terms and conditions of the collective agreement.

ARTICLE FOUR - RELATIONSHIP

4.01 The Corporation agrees that no employee shall, in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union or any labour organization or by reason of any activity or lack of activity in the Union or any labour organization or for any other lawful reason.

4.02 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of this membership or non-membership, his/her activity or lack of activity in the Union or any labour organization, or for any lawful reason.

- 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 **disability**, gender identity or gender expression.
- 4.04** Neither the Union nor any employee covered by this agreement shall engage in any Union activity during working hours or hold any meeting at any time on the premises of the Corporation without the permission of the Corporation.
- 4.05** The Corporation and the Union recognize that a Respectful Conduct Policy is in place. The Corporation and the Union agree that every employee has the right to work in a harassment free environment, as defined in the *Human Rights Code*.

ARTICLE FIVE - NO STRIKES AND NO LOCKOUTS

- 5.01** The Union agrees that it will not cause, authorize, sanction or permit any member to cause or take part in any sit down, stay in or slowdown in any department or a strike or stoppage of any of the Corporation's premises during the term of this agreement, and further agrees that the Corporation may discharge any employee who causes or takes part in any such action.
- 5.02** The Corporation agrees that it will not cause or sanction a lockout during the term of this agreement.
- 5.03** The words "strike" and "lockout" shall be as defined in The Labour Relations Act, S.O. 1995, C.1, Sch. A, as amended from time to time.

ARTICLE SIX - UNION MEMBERSHIP

- 6.01** Any employee may exercise or refrain from exercising his/her right to become a member of the Union.

ARTICLE SEVEN - CHECK-OFF OF UNION DUES

- 7.01**
- a)** the Employer agrees to acquaint new employees covered by this agreement with the fact that a Union agreement is in effect and provide the new employee with a copy of the Collective Agreement.
 - b)** the Employer agrees to advise new employees that, upon completion of thirty (30) calendar days of continuous current employment, an amount equal to the Union's current bi-weekly dues will be deducted from each pay.
 - c)** the Employer will transmit to the authorized representative of the Union, not later than the 15th of the month following, the total amount

of such deductions together with a list, in duplicate, showing all employees so deducted.

ARTICLE EIGHT - UNION REPRESENTATION

- 8.01** The Union shall appoint or otherwise select a Committee of not more than five (5) employees, **and the CUPE National Representative**, 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 **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.
- 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 (3)** representatives of the Union Local and **three (3)** 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.

ARTICLE NINE - GRIEVANCE PROCEDURE

- 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/her 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 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 3 - Within five (5) working days following the decision in Step 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 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 two (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 three (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 three (3)**

ARTICLE TEN - MANAGEMENT GRIEVANCES

- 10.01** It is understood that the Corporation may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its officers or members and that if such complaint by the Corporation is not settled to the mutual satisfaction of the two parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

ARTICLE ELEVEN – ARBITRATION

- 11.01** Both parties to this agreement agree that any alleged misinterpretation or violation of the provisions of this agreement including any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Article Nine and which has not been settled, may be referred to a single arbitrator or a Board of Arbitration as provided by Paragraph 2 of Sub Section 4 of Section 48 of the Labour Relations Act, S.O. 1995, C.1, Sch. A, as amended at the request of either of the parties hereto provided that such requests must be received by the **CAO** not later than ten (10) working days after the Step **three** (3) decision.
- 11.02** Each of the parties hereto will bear the expense of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses, if any, of the Chairman of the Arbitration Board and any other costs arising out of the arbitration proceedings.
- 11.03** The Corporation and the Union recognize the right of either party to refer a grievance to a single arbitrator in accordance with Section 49 of The Labour Relations Act, S.O. 1995, C.1, Sch. A, as amended. If either party opts for this alternative it will advise the other party in writing of its intention within the time limits of the grievance procedure.
- 11.04** Any Arbitrator or Board of Arbitration appointed hereunder shall deal only with the matter in dispute and shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions or to give any decision or award inconsistent with the terms and provisions of this agreement.
- 11.05** The time limits fixed for the grievance and arbitration procedure may only be extended by mutual consent of the parties to this agreement confirmed in writing.

ARTICLE TWELVE - SENIORITY

- 12.01** Seniority is defined as length of service in the bargaining unit, and shall include service in any position currently in the bargaining unit, prior to certification of C.U.P.E. Local 1329.
- 12.02** The Corporation shall prepare a Seniority List showing the name, job title and entry date into the bargaining unit of each employee covered by this agreement and an employee on the list shall have seniority rights from the date of entry into the bargaining unit after satisfactorily completing the required probationary period.
- 12.03** A copy of the Seniority List, revised as of the first day of January and the first day of June, shall be posted each year on or before those dates on the Bulletin Board in each Town owned facility where members of the bargaining unit are regularly required to report for work. One copy shall also be sent to the Secretary of the Union.

12.04 A probationary employee shall have no seniority rights during the probationary period, but at the satisfactory completion of the probationary period, seniority shall date back to the date of entry into the bargaining unit. The date of entry into the bargaining unit will be the date from which the employee has had continuous, uninterrupted service in the bargaining unit.

ARTICLE THIRTEEN - LOSS OF SENIORITY

13.01 An employee shall lose his/her seniority **when:**

- a) he/she leaves the employ of the Corporation of his/her own accord,
- b) he/she is discharged and such discharge is not reversed through the grievance procedure,
- c) he/she is laid off from the Corporation continuously for a period in excess of a length of time equal to his/her seniority or twenty-four **(24)** months, whichever is the lesser,
- d) he/she is laid off and fails to return to work within ten working days after he/she has been notified so to do by the Corporation by registered mail to his/her last address on record with the Corporation.
- e) he/she is absent without leave for more than five **(5)** consecutive working days.

13.02 **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.

ARTICLE FOURTEEN - LAYOFF AND RECALL

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.
- 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 twenty four (24) months. If an employee is not recalled within twenty four (24) months, his or her employment shall be deemed terminated and he or she shall be entitled to his/her termination entitlements under the Employment Standards Act, 2000.
- 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 two (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 FIFTEEN - PROMOTION, TRANSFERS AND JOB VACANCIES

For definitions related to reasons for vacancies and employee status, please refer to Appendix "B"

15.01 Appointments to jobs vacancies, promotions and transfers shall be made on the basis of skills, qualifications, record of performance and ability. Where two (2) or more employees are relatively equal on the basis of skills, qualifications, record of performance and ability, seniority shall prevail. Only employees with more seniority than the successful candidate may grieve the decision.

15.02 Employees who are reclassified or transferred to another job for any reason shall carry to the new job their respective accumulated seniority.

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 **(3)** months and the time elapsed between secondments does not exceed nine **(9)** 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.**

15.04 Personnel of the Recreation and Culture Department may be transferred on a temporary basis to the Parks and Open Spaces (Outside Workers) without loss of seniority and at a rate of pay no less than his/her normal rate of pay.

ARTICLE SIXTEEN - JOB POSTINGS

16.01 When job vacancies occur or new jobs are created, a notice thereof shall be posted on the Corporation's premises for five (5) working days. When selection of the successful applicant is from the existing staff, such selection shall be in accordance with Clause 15.01. If the job is filled by an employee from the existing staff, the subsequent related vacancy or vacancies created thereby will be posted for three (3) working days in a similar manner.

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 posting 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. **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 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.

16.05 **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.**

16.06 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.

16.07 On request, the Corporation shall attempt to provide suitable alternate employment where possible, when, through advancing years, injury illness or handicap, an employee is unable to perform his/her normal duties. Such employee shall not displace an employee with more seniority.

16.08 In any competition for a job posting that includes internal and external applicants, the internal applicants shall be interviewed first.

Any internal applicant that meets the pre-determined interview and selection threshold, reflecting the normal requirements of the job, shall be awarded the position subject to 15.01.

ARTICLE SEVENTEEN - PROBATIONARY AND TEMPORARY EMPLOYEES

For definitions related to reasons for vacancies and employee status, please refer to Appendix "B"

17.01 For the purpose of this agreement, a probationary employee is a person who has been hired to fill a vacancy in the permanent established complement who has not, since his/her most recent employment by the Corporation completed **twenty six** (26) weeks of work (or such longer period if agreed to by the Corporation, employee and the Union), and been accepted for the Permanent Service. For the purposes of this article worked days shall include designated holidays, paid vacation and paid sick leave.

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
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>
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9	Grievance Procedure
11	Arbitration
18	Sick Leave

17.03 a) The Corporation may, at its discretion, engage temporary employees in the following circumstances:

- 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 **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 A) 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 17.03 (a) shall automatically become a permanent employee.**

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

ARTICLE EIGHTEEN – SICK PAY

18.01 On the occasion of a bona fide sickness of any employee who has been substantiated by a licensed physician and if this said employee has completed the probationary period, sick leave benefits up to fifteen (15) continuous weeks with full pay will be granted to such employee. A probationary employee shall be entitled to three (3) sick days with pay which can only be used after the completion of three months and shall not be carried over beyond the probationary period if the employee successfully completes his/her probationary period. The probationary period shall be extended for the duration of sick days used by the employee. If sickness extends beyond fifteen (15) weeks, each case will be reviewed on its merits and length of service will be one of the principal determining factors in deciding additional sick pay benefits, if any. References to fifteen (15) continuous weeks in the foregoing will read:

Continuous Weeks	Years or more of Service
20	10
21	17
22	19
23	21
24	23
25	25
26	27
27	29
28	31
29	33
30	35

For calculation of the above only, successive periods of sickness shall be considered as one period of sickness unless the employee returns to work and completes at least six (6) weeks of active, full-time employment before commencement of the later period unless the later disability is due to causes wholly different from those of the prior disability, and commences after the employee has returned to work.

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.**

When an employee has had four (4) incidents of sick leave in any twelve-month period, payment for subsequent occasions of sickness will be withheld for the first two days of such occasion if the employee has not adequately substantiated his/her sickness as being bona fide.

- 18.02 a)** The Head of the Department and/or the Director of Human Resources or their respective designates may require a doctor's certificate regarding an employee's sickness at any time. In any case, it is the responsibility of an employee who is absent from work for more than five (5) consecutive working days to provide to the Human Resource Department a certificate from his/her own physician, not later than seven (7) days after the commencement of his/her sickness or upon return to work, whichever occurs first, reporting duration or probable duration of that period of illness. Where any period of sickness is for more than fifteen (15) consecutive working days, a certificate from the employee's personal physician reporting duration or probable duration of the sickness with the first and most recent date of attendance on the employee, shall be provided to the Human Resource Department within the first fifteen (15) days of absence and every subsequent fifteen (15) days of absence there from.

The Town will reimburse the employee for the first three (3) doctor's certificates in any twelve (12) month period to a maximum of \$20.00 each, provided a paid receipt is submitted and the certificate has been reasonably completed.

- b)** The Head of the Department and/or the Director of Human Resources or an appropriate designate (being non-union) may request a treatment memorandum regarding an employee's illness or disability for a legitimate purpose.

The town will reimburse the employee for the first three (3) treatment memorandums in any twelve (12) month period to a maximum of \$35.00 each, provided a paid receipt is submitted and the form has been reasonably completed.

- c)** The employee is responsible for providing to the Human Resource Department the medical documentation required to ensure the initiation of an uninterrupted continuation of sick benefits.
- d)** When the employee returns to work, he/she shall submit to the Human Resource Department a statement from his/her personal physician confirming that he/she is capable of performing his/her regular duties, or a statement outlining what physical restrictions must be met in the employee's work.
- e)** The Union and the Corporation agree to a modified work program, details of which are contained in the Respectful Conduct Policy. Employees will participate with the program with the consent of their physician.

- 18.03** If an employee is absent from work as a result of a compensable accident or illness, the Corporation shall, during such absence:

- a) advance to the employee on his/her regular pay day an amount equal to that which the Workers' Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Safety and Insurance Board will be paid to the Corporation, and the former amount will be adjusted, if necessary, to equal the latter, and
- b) pay to the employee on his/her regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his normal net take-home pay, after all appropriate deductions have been made. Deductions for income tax and unemployment insurance will be based on the Corporation paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Workers' Safety and Insurance Board.

18.04 Where an employee who is entitled to the provision of benefits under this Article as a result of such circumstances as entitle him/her to an action against some person other than the Town, elects to bring his/her own action against such person, such employee shall, as a condition of such benefits being provided as aforesaid, undertake to repay the amount of such benefits to the Town out of the proceeds of any settlement or judgment in such action.

18.05 For the purposes of this Article, "sick pay" shall mean an amount which represents the equivalent in net income normally received after usual deductions such as income tax, other deductions and/or contributions from wages have been made.

ARTICLE NINETEEN - OTHER EMPLOYEE BENEFITS

19.01 The Corporation will make available the following benefit plans to employees:

- a) All Provincially and Federally legislated benefits;
- b) An Extended Health/Drug Plan as described in the current benefit booklet, Contract Number 56261 shall be provided. Drug dispensing fees shall be increased to \$10.
- c) Basic Life Insurance - a group plan for Life Insurance coverage equal to two times the employees' annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.
- d) Basic Accidental Death and Dismemberment (AD&D) Insurance - a group for AD&D Insurance coverage equal to two **(2)** times the

employee's annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.00.

- e) **Pension** - The Ontario Municipal Employees Retirement System (O.M.E.R.S.) Basic Plan, as per the O.M.E.R.S. Member Handbook, as amended from time to time;
- f) **Dental Care** - A Dental Care Plan (Blue Cross or equivalent). Routine and preventative coverage (Blue Cross No. 7 and Rider No. 1 or equivalent), however, routine checkups will be covered once every nine **(9)** months, oral hygiene instruction will only be covered once for each person and fluoride treatments will not be an eligible expense. Coverage will be based on 100% co-insurance with a calendar year maximum of \$2,750 per individual.
 - Dentures (Rider No. 2 or equivalent) based on 50% co-insurance to a calendar year maximum of \$1,000 per individual.
 - Major Restorative (Rider No. 4 or equivalent) based on 100% co-insurance to a calendar year maximum of \$1,500 per individual.
Effective January 1, 2021 maximum to \$1875 maximum per year.
 - Orthodontia (Rider No. 3 or equivalent) based on 50% co-insurance to a Lifetime maximum of \$3,000.
 - The O.D.A. fee schedule will be based on a one **(1)** year lag, with an automatic update annually on January 1st of each year to the previous year.
 - Dental coverage for dependents to 25 years of age.
- g) **Vision Care** - A family vision care plan based on **\$500** per person every **twenty four (24)** months. An individual may apply the cost of one alternative corrective procedure, e.g. laser eye surgery, performed by an ophthalmologist, against the vision care allowance to the maximum amount available. **Eye exam \$100 every twenty four (24) months.**
- h) **Long Term Disability** - An L.T.D. plan including a 2 year own occupation clause, with a benefit factor equal to 66-2/3% of the employee's normal monthly wages to a maximum of \$5,000 reduced by any primary Canada Pension Plan, and/or Workplace Safety and Insurance Act benefits and/or like offsets. The plan will commence immediately after sick leave benefits, as referred to in Article Eighteen, have been exhausted. Full premium will be paid by the Corporation.
- i) **Paramedical** - \$500 per person in a benefit year.
- j) **Health Care Spending Account** - \$600 per year per employee with a one year carryover of unused amounts going forward.

19.02 Each employee shall, as a condition of employment, enroll or be enrolled in the Provincially and Federally legislated benefit programs outlined in 19.01(a), (b) the extended Health/Drugs, the Basic Life Insurance Plan as outlined in (c) above, (d) the AD&D Plan, (e) the O.M.E.R.S. Pension Plan, (f) the Dental Plan, (g) the Vision Care Plan, and the L.T.D. Plan as outlined in (h): all in accordance with the requirements of the respective plans.

The opportunity to enroll in the Optional Life Plan and the Optional AD&D Plan will be offered to employees in accordance with the requirements of the respective plans.

19.03 (a) The Corporation will in no instance be considered the insurer, but will be obliged hereunder only to pay the total premium costs for the benefit plans in 19.01 (a), (b), (c), (d), (f), (g), (h) and contribute to the pension plan in (e) in accordance with the Ontario Municipal Employees Retirement System. In the event of a modification of any of the plans outlined herein by legislation of either the Provincial Legislature or Federal Parliament which reduces the premium(s), the reduction shall be applied wholly to the Corporation's share of the premium costs.

(b) Any benefit changes will apply to those permanent employees on staff at the date of ratification of this agreement.

19.04 The 5/12ths E.I. rebate payable to employees will be retained by the Corporation.

19.05 A 1329 employee of the Town of Oakville who:

- a)** Voluntarily elects to retire prior to his or her normal retirement age; and
- b)** Is in receipt of a retirement or permanent partial disability pension from OMERS; and
- c)** Has up to 19 years of completed service with the Town

Shall have 80% of the monthly premium for dental and extended health paid by the Town of Oakville until he or she reaches age 65.

A 1329 employee of the Town of Oakville who:

- a)** Voluntarily elects to retire prior to his or her normal retirement age; and
- b)** Is in receipt of a retirement or permanent partial disability pension from OMERS; and
- c)** Has more than **nineteen** (19) years of completed service with the Town

Shall have 100% of the monthly premium for dental and extended health paid by

the Town of Oakville until he or she reaches age 65.

19.06 The Corporation reserves to itself the ability to change carriers for any of the above mentioned benefits provided that the level of coverage remains the same and in so doing agrees to advise the C.U.P.E. Local 1329 President, in advance, of the proposed change in Carrier.

Please note: The foregoing is a partial list of benefits. For further details of benefit coverage, please refer to the benefit booklet provided by the Carriers.

Notice: Under the terms and conditions of the benefit carrier and this collective agreement, the benefit plan does not cover employees working beyond age 65. Therefore, employees working beyond age 65 are not covered by the benefits as outlined in Article 19, with the exception of 19.01(e), 19.02 as it pertains to OMERS, 19.03(a) as it pertains to OMERS, and 19.05.

ARTICLE TWENTY - VACATIONS

20.01 For the purposes of this article, "service" shall be calculated as of the anniversary date of the employee's service in the calendar year in which the vacation is granted.

20.02 Vacation with pay shall be granted on the following basis respectively:

- a)** Three (3) weeks after one (1) year of service with entitlement at the rate of 1.25 days per month of service during the first calendar year.
- b)** Employees with at least eight (8) years' service - four (4) weeks,
- c)** Employees with at least sixteen (16) years' service - five (5) weeks,
- d)** Employees with at least twenty-five (25) years' service - six (6) weeks (one week for which payment may be elected in lieu of time off with pay).

20.03 During an employee's last year of service prior to normal retirement (or retirement with an unreduced pension benefit under O.M.E.R.S. 90 Factor or O.M.E.R.S. 30 year service provision), he/she shall be granted additional vacation entitlement in time or payment of one day for each year of active service completed with the Corporation.

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 (3) business days of receipt of the written request.**

20.05 Vacations shall be scheduled subject to the exigencies of the service.

- 20.06** An employee shall accrue vacation while in receipt of sick pay, on Pregnancy or Parental leave or paid leaves of absence. Vacation shall not be accrued on any unpaid leaves of absence which exceed 30 calendar days.
- 20.07** If sickness or accident occurs or continues during a period when an employee is scheduled for vacation, he/she will be considered to be on vacation for such time scheduled, except for all such time he/she substantiates that he/she was hospitalized and/or immobilized if his/her hospitalization and/or immobilization was for more than 48 hours. The amount of leave of absence with pay that would be granted for that occasion of sickness in accordance with Clause 18.01 of this Agreement would, however, be increased by the time the employee was sick on vacation. Notice of hospitalization and/or immobilization will be given to the Corporation immediately upon its occurrence.
- 20.08** In any calendar year an employee who is eligible for vacation with pay under Article Twenty on the basis herein set forth who requests and is permitted to take such vacation in advance of actual entitlement thereto and such employee subsequently leaves the service of the Corporation, the Corporation shall be entitled to recover from such employee the value of such vacation taken prior to actual entitlement thereto.
- 20.09** **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.**
- 20.10** **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.**

ARTICLE TWENTY-ONE - DESIGNATED HOLIDAYS

- 21.01** All CUPE 1329 employees shall receive a holiday with pay on each of the following days and any other day proclaimed a holiday by the Federal, Provincial or Municipal governments provided he/she worked his/her scheduled working day preceding and next following the holiday unless excused in writing by his/her Department Head or he/she is otherwise entitled to be paid for each preceding and following day. With the exception of Transit, if any of these days falls on a Saturday or a Sunday, the Corporation shall identify a normal working day preceding or following that day to be observed as the holiday.

*New Year's Day
Family Day
Good Friday
Easter Monday*

*Canada Day
Civic Holiday
Labour Day
Thanksgiving Day*

Victoria Day

*Christmas Day
Boxing Day*

- a) Where December 25th falls on a Saturday, the preceding Friday, December 24th will also be considered a half day holiday commencing at 12:00 noon, and the Christmas Day and Boxing Day holiday will be observed on Monday, December 27th and Tuesday, December 28th respectively;
- b) Where December 25th falls on a Sunday, Monday, December 26th and Tuesday, December 27th shall be observed as the Christmas Day and Boxing Day holidays;
- c) Where December 25th falls on a Tuesday, Monday, December 24th shall be considered a holiday;
- d) Where December 25th falls on a Wednesday, Tuesday, December 24th shall be considered a half day holiday commencing at 12:00 noon, and Friday, December 27th shall also be considered a holiday;
- e) Where December 25th falls on a Thursday, Wednesday, December 24th shall be considered a half day holiday commencing at 12:00 noon.
- f) Where December 25th falls on a Friday, Thursday, December 24th shall be considered a half day holiday commencing at 12:00 noon.

Should the Governor General, the Lieutenant-Governor, or the Council of the Town of Oakville proclaim any other day as a public holiday, such shall be considered as a twelfth designated holiday.

One "floater" day shall be recognized each year as a designated holiday to be taken at a time agreeable to the employee and the Corporation. If an employee terminates, adjustment in respect of the floater day will be made on the same basis that vacation entitlement is calculated (prorated based on current year service). For temporary employees, this floater day will be paid as an additional .4% vacation pay.

21.02 Unless the Corporation notifies the union and its members otherwise by February 1 each year, the Corporation will close the Municipal Building at 1225 Trafalgar Road, for the period between Boxing Day and New Year's Day. All employees other than staff in IS&S and Payroll and those who are required to process revenue payments before year end in Recreation and Culture, Finance and Parking and Building Operators and Coordinators will be required to take days off between Christmas and New Year's which are not designated as holidays under Article 21. Such opportunities will be offered on the basis of seniority. Such days may be taken as vacation, time in lieu, floater days, unpaid leave or any approved accumulated leave.

21.03 Operations not located at 1225 Trafalgar Road have the option of designating the same time off as noted in 21.02 to job functions that are not deemed to be required during that time period.

21.04 An employee who is requested to work on the actual date of a designated holiday shall be paid for such time worked on that actual date at the rate of time and one-half (1/2) their normal hourly rate or may receive lieu time at time and one-half (1/2) for the hours worked in addition to their normal pay for the holiday, subject to meeting the requirements of the Employment Standards Act.

21.05 When the Town provides service in the Transit Department on designated holidays employees will be scheduled to work on the following basis:

a) Employees who normally perform the work will be requested to work on a voluntary basis. If there are more volunteers than work opportunities employees will be scheduled on the basis of seniority.

b) In the event there are no volunteers to perform the work employees who normally perform the work will be scheduled in reverse order of seniority.

ARTICLE TWENTY-TWO - HOURS OF WORK

22.01 The normal hours of work for all employees other than specifically referred to in this Article shall be seven hours (7) per day, five days (5) per week. For the positions of Construction Inspector, Laboratory Technician, Instrument Persons, Party Chiefs and Road Corridor Permit Coordinator, the Corporation may schedule a work year whereby for seven (7) continuous months of the year employees will work a forty (40) hour work week over a period of five (5) days and for five (5) continuous months of the year a twenty-eight (28) hour week over a period of four (4) days.

Any additions to this will be agreed upon through a Letter of Understanding.

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-one 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 **(1 1/2)** 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 31st of the following year, at a time that is mutually agreeable, the bank will be paid out by December 31st.

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, evenings **and nights (nights only applicable to Mobile Compliance Officers or such other position agreed to by the parties)**.
- 22.04** Employees shall be permitted a fifteen (15) minute rest period in both the first and second halves of a shift. A lunch period without pay shall be granted at approximately the mid-point of the working day as arranged by the Department Head.
- 22.05** An employee required to work more than four hours' of unanticipated overtime consecutive to his/her normal scheduled hours shall be provided with a meal allowance of \$10.00 by the Corporation.
- 22.06** **a)** An employee who is called back to unscheduled work outside his/her regular working hours shall be paid for a minimum of three hours at overtime rates.
- b)** An employee who is required, with less than 24 hours' notice, to return to work outside of his/her regular working hours shall be paid for a minimum of three hours as set out in 22.02 above.
- 22.07** An employee who is unable to report for work shall notify his/her immediate supervisor or designate accordingly no later **thirty (30) minutes before** his/her shift was to start.
- 22.08** **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.**

ARTICLE TWENTY-THREE – STANDBY

- 23.01** Where the Corporation identifies that specific jobs within the Information Systems and Solutions, Parks and Open Space, Aquatics, Service Oakville and the Facilities and Construction Management Department require employees to perform stand-by duties outside of their normal hours of work, (any additions to this will be agreed upon through a Letter of Understanding) employees who have been placed on a stand-by list will be required to do so and, will be remunerated as set out below:

Where an employee is required to be on stand-by Monday to Thursday from 4:30 p.m. to 7:30 a.m. the following day, he/she will be remunerated at one (1) hour's pay per day. Where an employee is required to be on stand-by Friday from 4:30 p.m. to 7:30 a.m. the following day, he/she will be remunerated at two (2) hours' per pay day. Where an employee is required to be on stand-by on a Saturday, Sunday or designated holiday from 7:30 a.m. to 7:30 a.m. the following day, he/she will be remunerated two (2) hours' pay per day.

If more than one (1) call occurs within the three (3) hour period of any other call, the time will be considered to be continuous.

ARTICLE TWENTY-FOUR - JOB CLASSIFICATIONS AND SALARY

24.01 Schedule 'A' to this Agreement sets forth job classifications and Schedule 'B' sets forth annual salary ranges or wage rates for full time employees. Recommendations for adjustments in salaries shall be made by the Supervisor and Department Head upon review of the employee's job performance.

Employees placed in the 1st step of a salary class shall have their performance reviewed at the completion of six (6) months' service. Employees in the 2nd and 3rd steps shall have their performance reviewed after nine (9) months' service in these steps until the maximum salary for the job classification is reached. Notwithstanding the foregoing, the review date may be altered with the consent of the employer and employee. All related salary adjustments within classes will be effective as of the first day of the week following the employee's review date. a new employee may, at the discretion of the Corporation, be started at a higher salary than the 1st step shown in the schedule.

24.02 When an employee of the Recreation and Culture Department whose normal duties do not include the supervision of other employees, is required by the Corporation to supervise and direct the activities of three or more employees for a continuous period of five working days he/she shall be classed a Lead Hand and receive \$0.60 an hour for the period he/she supervises and directs.

24.03 When an employee is promoted, seconded to or acting in a position within a higher salary range for a period of five **(5)** consecutive days (**four (4)** days when a statutory holiday occurs) or more, the employee shall be paid:

- i) the first step in the salary range to which the employee has been appointed; or
- ii) the step within the salary range to which the employee has been appointed, that is equal to 107% of the current salary; or
- iii) the step within the salary range that is higher than and closest to 107% of the current salary rate that is earned by the employee;

whichever is greater.

In no case shall the rate of pay exceed the maximum rate of pay for the position. When an employee is temporarily assigned to a position paying a lower rate of pay, his/her rate of pay shall not be reduced.

24.04 An employee required to work on a full scheduled shift which commences at or before 4:00 a.m. or, at or after 12 noon on any day shall, except in cases of emergency, be paid a shift premium of \$1.25 per hour for such shift.

24.05 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.

ARTICLE TWENTY-FIVE - JOB EVALUATION

25.01 a) An employee who has a change in his/her job duties or who feels her/his job description does not accurately describe their duties and responsibilities may formally request a re-evaluation of their classification by the Job Evaluation Committee.

b) On receiving the completed formal re-evaluation request and signed PDQ, the supervisor and/or manager shall review the document and make the necessary changes, in consultation with the employee.

c) The Department Head will review the PDQ. If they agree the changes are accurate the PDQ will be signed off as approving the changes.

d) Approved forms and PDQs shall be submitted within 90 days of the date on the formal request and signed PDQ form. The PDQ shall be date stamped on reaching Human resources and this date shall serve as the date for retroactive increases, if any.

e) On receipt, the PDQ will be reviewed by the joint chairs of the Job Evaluation Committee (Human Resources and Union).

25.02 a) Where an existing job's PDQ is changed by the Department, such changes must be shared with the employee in the job prior to going to the Job Evaluation Committee. Input from the employee will be considered prior to submission to the Committee.

b) Where the employer initiates a Departmental reorganization the affected Department(s) will submit an updated PDQ to the Job Evaluation Committee without input from the affected employee(s). Once the employee has been in the restructured job for **six (6)** months the employee may initiate a review of the PDQ to be submitted to the job evaluation committee.

- 25.03** The Committee's decision will be sent to the incumbent with copies to the appropriate supervisor, including Department Head. If the incumbent does not feel that the decision reflects the changes in the job, he/she may, within thirty (30) days, review the results of the evaluation with the Human Resources Director or designate and the appropriate supervisor(s) and present a formal appeal.
- 25.04** The results of this appeal are final and binding and a further review of the position as initially presented cannot be undertaken until twelve (12) months have elapsed from the date of the formal appeal.
- 25.05** The Union and all Union members shall be advised ninety (90) days prior to any proposed changes being made to the present Job Evaluation Manual in order to provide the Union with the opportunity to meet and discuss any proposed changes. The parties agree that this meeting shall take place at least sixty (60) days prior to the implementation of any changes and such changes shall comply with the Pay Equity Act.
- 25.06** The Job Evaluation Committee shall consist of six (6) persons; three (3) of whom shall be appointed by the corporation and three (3) of whom shall be appointed by the Union.
- 25.07** Where a position is classified downward, the incumbent's salary shall be red-circled while they remain in the position.

ARTICLE TWENTY-SIX - CAR ALLOWANCE

- 26.01 a)** When an employee is required by the Corporation to use his/her own private automobile in his/her work, that employee shall be compensated for that use at the highest allowable rate prior to the rate becoming a taxable benefit. A car wash allowance to a maximum of \$35.00 per month will be paid to Building Inspectors, Mechanical Inspectors, Landscape Architects, Site Plan Construction Inspectors, By-law Enforcement Officers, Licensing Officers, Development Technologists, Inspectors and Coordinators in Developmental Services who are regularly required to use their own automobile. An employee shall only be entitled to the car wash allowance when he/she has submitted a mileage claim in that same month and has provided car wash receipts.
- b)** All kilometers traveled shall be reported and claims for kilometers and car wash reimbursement will be submitted by the last day of the month following the claim by the method and in the form required by the Corporation.

ARTICLE TWENTY-SEVEN – BEREAVEMENT LEAVE

- 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.

ARTICLE TWENTY-EIGHT – MEDICAL LEAVE

28.01 Leave of absence with full pay will be granted to all employees in the Permanent Service for personal appointments with a Medical Doctor or Dentist for less than one-half (1/2) day on each occasion. The Head of the Department or the Director of Human Resources may require the employee to submit a Medical Doctor or Dentist report. If the employee does not submit the report upon returning to work after his/her appointment, the time missed may be deducted from his/her wages. It is understood that employees will endeavour to schedule medical appointments at a time that least interferes with their work responsibilities.

ARTICLE TWENTY-NINE – JURY DUTY

29.01 Employees who are required to serve as jurors or are subpoenaed to appear in court shall be granted leave of absence for that purpose and shall have their normal pay continued for the time served provided the employee has immediately notified his/her superior. At the conclusion of his/her jury or witness duty, the employee shall obtain a certificate of attendance showing the period of duty and the compensation shall be turned over to the Director of Finance. Any travel allowance and expenses to be paid to the employee other than compensation may be retained by the employee.

ARTICLE THIRTY – LEAVE OF ABSENCE, UNION DELEGATES

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 **(4)** employees. The request for leave as set out in this Article shall be made at least ten **(10)** days **plus** in advance of the date the leave is required.

30.02 a) An employee elected or selected for a full-time position with C.U.P.E., the Canadian Labour Congress, or the Ontario Federation of Labour shall be granted leave of absence without pay or benefits, but without loss of seniority, for a period of up to three (3) years. Seniority may be applied by the employee on return to the bargaining unit.

- b) It is agreed that any vacancy resulting from this clause will be filled on a temporary basis for the term of the leave, for up to three **(3)** years.

ARTICLE THIRTY-ONE – PREGNANCY/PARENTAL LEAVE

31.01 a) Pregnancy/parental leave without pay, but with benefits and seniority continuing to accumulate will be granted in accordance with the requirements of the *Employment Standards Act 2000*.

b) Pregnancy and Maternity Leave

A full time permanent Employee who is eligible for, and is granted, maternity leave under this Article, and

- 1) Commences maternity leave on or after February 16, 2005 and
- 2) Has completed twenty-four (24) months of continuous service in the bargaining unit on the date her pregnancy leave commences, and
- 3) Qualifies for Employment Insurance pregnancy leave benefits pursuant to Section 30 of the Employment Insurance Act, S.C. 1996, c. 23 as amended, and its regulations, is eligible to receive a supplemental employment benefit from the Employer for up to a maximum of fifteen (15) weeks, or until she returns to work from the maternity leave, whichever occurs first.

The supplemental employment benefit will be equal to the difference between 85% of her normal, regular weekly earnings, exclusive of premiums and bonuses, and the sum of her weekly Employment Insurance benefit and any other earnings.

Such payments will commence on the first pay period following the completion of the two week waiting period and receipt by the Employer of the Employee's Employment Insurance stub as proof she is in receipt of Employment Insurance pregnancy leave benefits.

Should the Employee become ineligible, or fail to qualify for, Employment Insurance pregnancy leave benefits, she will become ineligible for supplemental employment benefits.

An Employee who is in receipt of, or was in receipt of, supplemental employment benefits from the Town and leaves her employment with the Town within twelve (12) months of her return from maternity leave, will repay to the Employer, on a proportional basis, all monies paid under the supplemental employment benefit.

ARTICLE THIRTY-THREE- HEALTH AND SAFETY

- 33.01** The Corporation will designate the classifications of employees who shall be required to wear safety footwear while working for the Corporation. On presentation of a receipt for the purchase of safety footwear, the Corporation will reimburse the employee up to \$150 annually toward the cost of C.S.A. - approved Green Patch safety footwear. Reimbursement will be made not earlier than twelve (12) **months** from the date of the previous reimbursement. Failure to wear safety footwear shall be subject to disciplinary action. Temporary and probationary employees shall be required to supply footwear at their own expense. Safety rubber boots and rainwear will be made available to any employee required to work in conditions requiring such attire.
- 33.02** Safety equipment provided by the Corporation shall be worn while employees are performing their duties. Failure to do so in the prescribed manner will result in disciplinary action. The Corporation will notify the appropriate Health and Safety Committee when such violations occur.
- 33.03** The Corporation will provide at its expense all permanent employees in the job classifications of Party chiefs, Instrument Persons and Technical Assistants, one pair of summer weight safety approved coveralls with reflective tape. Cleaning and repair are the responsibility of the employee. A replacement pair will be provided, upon delivery to the supervisor, whenever wear and tear renders the current coveralls in need of replacement.
- 33.04** Both parties support the concept of an Occupational Health and Safety program and agree to participate in a Joint Health and Safety Committee (JHSC) in keeping with the Occupational Health and Safety Act.

ARTICLE THIRTY-FOUR – DISCIPLINE AND DISCHARGE

- 34.01** No employee shall be disciplined or discharged except for just cause.
- 34.02** An employee may be discharged and his/her employment with the Corporation shall terminate under conditions listed below:
- a) He/she is discharged and such discharge is not reversed through the grievance procedure.
 - b) He/she is laid off from the Corporation continuously for a period in excess of a length of the time equal to his/her seniority or eighteen (18) months, whichever is lesser.
 - c) He/she is away from work without permission for more than three (3) working days without reasonable cause, unless otherwise determined through the grievance procedure.
- 34.03** Copies of disciplinary **letter(s)** shall be sent to the Local Union Recording Secretary and Local Union **President via email**.
- 34.04** An employee has the right to request that a Union Steward be present at any disciplinary meeting with his/her employer.
- 34.05** All copies of written disciplinary notices more than **twenty four (24)** months old in the employee's file will be destroyed upon written request from the employee. The written request will also be destroyed.
- 34.06** Where an employee tenders their resignation from the Town such notice may be rescinded within 48 hours of the notice being given.

ARTICLE THIRTY-FIVE - TECHNOLOGICAL CHANGE

- 35.01** **This article applies to a technological change that does not result in a layoff as defined in Article 14 of the collective agreement.**
- 35.02** **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.**

35.03 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.

35.04 At any time following the provision of the notice to the Union in Article 35.02 the Corporation may offer a severance package to any affected employee who expresses an interest in resigning or retiring.

ARTICLE THIRTY-SIX- TRAINEE SECONDMENT

36.01 Any training position shall be posted as a Training Secondment. These positions shall be posted in accordance with Article 16. If there are no suitable internal applicants to fill a Training Secondment, a trainee position may be filled by the Corporation. The Seconded Trainee shall be paid at a job rate to be two grades below the position for which the candidate is being trained.

This Training Secondment position shall not last for longer than a 24-month period, unless otherwise agreed upon by the Corporation and the Union. At the end of the training period, the employee shall be moved into the next higher position for which he/she has been trained, provided that a position is available.

A seconded trainee moving from a higher job class to the trainee position shall maintain his/her higher pay grade. An employee filling a Training Secondment positions shall move through the steps of the position as per Schedule **B** unless they are already at a higher scale.

A Letter of Understanding will be entered into between the Union and Corporation for any Trainee Secondment positions created during this contract.

ARTICLE THIRTY-SEVEN- LEGISLATIVE CHANGES

37.01 Where new legislated certification is required for an employee to perform the duties for which he or she was hired and he/she fails to obtain the required certification within the mandated time frame, the employee shall be given an additional 120 (one hundred and twenty) days at his/her current salary to obtain certification. Should the employee fail to obtain the required certification within 120 (one hundred and twenty) days, Article 14 Lay Off and Recall shall apply.

During the period when Article 14 applies, the employee shall have resources made available to take courses and training to achieve the legislated certification.

The employer recognizes that it is responsible for offering and making

available all training that may be required by the employee to achieve legislated certification for a position that requires such certification.

If certification is obtained, the employee returns to his/her original position.

ARTICLE THIRTY-EIGHT – ACCESS TO HUMAN RESOURCE FILE

38.01 Each employee shall be given access to their Corporate Human Resources File on giving **twenty four** (24) hours' notice to Human Resources. No disciplinary notation, evaluation, performance report or other adverse notation shall be added to the file unless a copy has been provided to the employee.

ARTICLE THIRTY-NINE-DURATION OF AGREEMENT

39.01 This Agreement shall be effective on the **16th day of February 2019** and shall remain in full force and effect until the **15th 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.

SIGNED AT OAKVILLE ON THIS 6th DAY OF August, 2020.

FOR THE UNION

FOR THE CORPORATION

[Signature]

Ashli Abrial

[Signature]

Daniel Grant

[Signature]

[Signature]

Laura Brown

[Signature]

Robert McKenna

[Signature]

[Signature]

[Signature]
Vicki Tytaneck, Town Clerk

[Signature]
Jane Cloherty, CAO

SCHEDULE "A"

GRADE 1	JOB TITLE	GRADE 4
	No positions	No positions
GRADE 2	JOB TITLE	GRADE 5
	No positions	Box Office Administrative Clerk Print and Mail Clerk Revenue Control Clerk Transit Customer Service Representative
GRADE 3	JOB TITLE	
	Mail Clerk	

SCHEDULE "A"

GRADE 6	JOB TITLE	GRADE 7	JOB TITLE
	Accounting Representative		Accounting Clerk
	Administrative Clerk - Fire		Administrative Coordinator
	Cemetery Administrative Clerk		Assistant Seniors Coordinator
	Customer Service Representative Recreation		Building Operator
	Marketing Assistant		Building Services Assistant
	Museum Administrative Coordinator		Care-A-Van Coordinator
	Operations Assistant		Citizen Service Representative
			Community Support Liaison
			Customer Service Representative, Clerks
			Customer Service Representative, Revenue and Tax
			Development Engineering Clerk
			Engineering Clerk
			Harbours Administrator
			Junior Buyer
			Payroll Services Representative
			Planning Clerk
			Print Room Technician
			Revenue Services Representative
			Risk Management and Purchasing Administrator
			Special Events, Membership, Scheduling Coordinator
			Support Services Representative
			Transit Operations Clerk

SCHEDULE "A"

GRADE 10	JOB TITLE	GRADE 10 cont	JOB TITLE
	Accounting Analyst		Research Policy Analyst
	Application Technologist		Road Corridor Technologist
	Applications Support Analyst		Systems and Messaging Administration Analyst
	Asset Management Application Analyst		Systems Operation Analyst
	Business Solutions Analyst		Taxation and Assessment Analyst
	Coordinator, Audience and Artist Services		Technical Services Coordinator
	Corporate Records and FOI Coordinator		Telecom Network Analyst
	Council and Committee Coordinator		Transit Business Systems Coordinator
	Curator of Collections		Tree Protection Inspector
	Data Administrator		Urban Design Inspector
	Data and Information Technologist		
	Development Permis Coordinator		
	Environmental Coordinator	GRADE 11	Aquatic Coordinator
	Event Program Coordinator		Building Inspector 2
	Financial and Investment Analyst		Business Solutions Coordinator
	Financial Analyst, Operating		Capital Project Integrity Analyst
	Forestry Information Analyst		Community Development Specialist
	Help Desk Technologist		Cultural Coordinator
	Intermediate Architectural Plans Examiner		Development Construction Inspector
	Intermediate Mechanical Plans Examiner		Economic Development and Research Officer
	Intermediate Buyer		Engineering Design Technologist - I
	Knowledge Analyst		Infrastructure Analyst
	Legal Party Chief		Marketing & Development Coordinator
	Legislative Coordinator		Mechanical Inspector 2
	Licensing Officer		Recreation Coordinator
	Mobile Compliance Officer		Senior Environmental Policy Analyst
	Municipal Tree Inspector		Sustainable Transportation Support Coordinator
	Mobile Compliance Officer		Traffic Operations Technologist
	Municipal Tree Inspector		Traffic Technologist
	Operations Technologist		Water Resources Technologist
	Pension and Benefits Specialist		Zoning Plans Examiner
	Program Leader, Traffic Services		

Town of Oakville		SCHEDULE "B"											
		Effective February 16, 2019 until February 15, 2020											
CUPE 1329	2019 SALARY RANGES - ANNUAL & BI-WEEKLY												
1.75% INCREASE EFFECTIVE FEBRUARY 16, 2019													

GRADE	STEP 1			STEP 2			STEP 3			STEP 4		
	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY
1	\$33,626	\$1,293.32	\$18.48	\$36,077	\$1,387.60	\$19.82	\$38,547	\$1,482.58	\$21.18	\$40,997	\$1,576.81	\$22.53
2	\$35,985	\$1,384.03	\$19.77	\$38,618	\$1,485.32	\$21.22	\$41,250	\$1,586.56	\$22.67	\$43,884	\$1,687.84	\$24.11
3	\$38,510	\$1,481.17	\$21.16	\$41,324	\$1,589.37	\$22.71	\$44,137	\$1,697.58	\$24.25	\$46,970	\$1,806.53	\$25.81
4	\$41,197	\$1,584.48	\$22.64	\$44,209	\$1,700.36	\$24.29	\$47,206	\$1,815.61	\$25.94	\$50,239	\$1,932.27	\$27.60
5	\$44,047	\$1,694.10	\$24.20	\$47,281	\$1,818.51	\$25.98	\$50,493	\$1,942.06	\$27.74	\$53,706	\$2,065.60	\$29.51
6	\$47,587	\$1,830.29	\$26.15	\$51,056	\$1,963.70	\$28.05	\$54,542	\$2,097.77	\$29.97	\$58,011	\$2,231.18	\$31.87
7	\$52,780	\$2,029.99	\$29.00	\$56,648	\$2,178.78	\$31.13	\$60,497	\$2,326.83	\$33.24	\$64,383	\$2,476.28	\$35.38
8	\$57,991	\$2,230.44	\$31.86	\$62,241	\$2,393.90	\$34.20	\$66,490	\$2,557.29	\$36.53	\$70,739	\$2,720.72	\$38.87
9	\$63,202	\$2,430.85	\$34.73	\$67,832	\$2,608.91	\$37.27	\$72,462	\$2,787.01	\$39.81	\$77,074	\$2,964.37	\$42.35
10	\$68,415	\$2,631.33	\$37.59	\$73,425	\$2,824.03	\$40.34	\$78,437	\$3,016.81	\$43.10	\$83,446	\$3,209.47	\$45.85
11	\$73,625	\$2,831.74	\$40.45	\$79,018	\$3,039.16	\$43.42	\$84,407	\$3,246.41	\$46.38	\$89,784	\$3,453.24	\$49.33
12	\$78,853	\$3,032.82	\$43.33	\$84,625	\$3,254.83	\$46.50	\$90,381	\$3,476.21	\$49.66	\$96,158	\$3,698.38	\$52.83
13	\$84,064	\$3,233.22	\$46.19	\$90,202	\$3,469.32	\$49.56	\$96,353	\$3,705.89	\$52.94	\$102,509	\$3,942.66	\$56.32
14	\$89,275	\$3,433.67	\$49.05	\$95,792	\$3,684.29	\$52.63	\$102,330	\$3,935.77	\$56.23	\$108,847	\$4,186.43	\$59.81

SCHEDULE "B"											
Town of Oakville						Effective February 16, 2020 until February 15, 2021					
CUPE 1329						2020 SALARY RANGES - ANNUAL & BI-WEEKLY					
1.75% INCREASE EFFECTIVE FEBRUARY 16, 2020											

GRADE	STEP 1			STEP 2			STEP 3			STEP 4		
	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY
1	\$34,215	\$1,315.95	\$18.80	\$36,709	\$1,411.88	\$20.17	\$39,222	\$1,508.52	\$21.55	\$41,715	\$1,604.41	\$22.92
2	\$36,615	\$1,408.26	\$20.12	\$39,294	\$1,511.31	\$21.59	\$41,972	\$1,614.32	\$23.06	\$44,652	\$1,717.37	\$24.53
3	\$39,184	\$1,507.09	\$21.53	\$42,047	\$1,617.19	\$23.10	\$44,910	\$1,727.29	\$24.68	\$47,792	\$1,838.15	\$26.26
4	\$41,917	\$1,612.21	\$23.03	\$44,983	\$1,730.12	\$24.72	\$48,032	\$1,847.38	\$26.39	\$51,118	\$1,966.09	\$28.09
5	\$44,817	\$1,723.75	\$24.62	\$48,109	\$1,850.33	\$26.43	\$51,377	\$1,976.04	\$28.23	\$54,646	\$2,101.75	\$30.03
6	\$48,420	\$1,862.32	\$26.60	\$51,950	\$1,998.06	\$28.54	\$55,497	\$2,134.48	\$30.49	\$59,026	\$2,270.23	\$32.43
7	\$53,703	\$2,065.52	\$29.51	\$57,640	\$2,216.91	\$31.67	\$61,556	\$2,367.55	\$33.82	\$65,510	\$2,519.62	\$35.99
8	\$59,006	\$2,269.47	\$32.42	\$63,331	\$2,435.80	\$34.80	\$67,653	\$2,602.04	\$37.17	\$71,977	\$2,768.33	\$39.55
9	\$64,308	\$2,473.39	\$35.33	\$69,019	\$2,654.57	\$37.92	\$73,730	\$2,835.78	\$40.51	\$78,422	\$3,016.25	\$43.09
10	\$69,612	\$2,677.38	\$38.25	\$74,710	\$2,873.45	\$41.05	\$79,810	\$3,069.60	\$43.85	\$84,907	\$3,265.63	\$46.65
11	\$74,914	\$2,881.30	\$41.16	\$80,401	\$3,092.34	\$44.18	\$85,884	\$3,303.22	\$47.19	\$91,355	\$3,513.67	\$50.20
12	\$80,233	\$3,085.89	\$44.08	\$86,106	\$3,311.79	\$47.31	\$91,963	\$3,537.04	\$50.53	\$97,841	\$3,763.10	\$53.76
13	\$85,535	\$3,289.81	\$47.00	\$91,781	\$3,530.04	\$50.43	\$98,039	\$3,770.74	\$53.87	\$104,303	\$4,011.65	\$57.31
14	\$90,838	\$3,493.76	\$49.91	\$97,468	\$3,748.76	\$53.55	\$104,121	\$4,004.64	\$57.21	\$110,752	\$4,259.69	\$60.85

Town of Oakville

Effective February 16, 2021 until February 15, 2022

2021 SALARY RANGES - ANNUAL & BI-WEEKLY

1.75% INCREASE EFFECTIVE FEBRUARY 16, 2021

SCHEDULE "B"

GRADE	STEP 1			STEP 2			STEP 3			STEP 4		
	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY
1	\$34,814	\$1,338.98	\$19.13	\$37,351	\$1,436.59	\$20.52	\$39,908	\$1,534.92	\$21.93	\$42,445	\$1,632.48	\$23.32
2	\$37,255	\$1,432.90	\$20.47	\$39,982	\$1,537.76	\$21.97	\$42,707	\$1,642.57	\$23.47	\$45,433	\$1,747.43	\$24.96
3	\$39,870	\$1,533.46	\$21.91	\$42,783	\$1,645.49	\$23.51	\$45,695	\$1,757.52	\$25.11	\$48,628	\$1,870.31	\$26.72
4	\$42,651	\$1,640.42	\$23.43	\$45,770	\$1,760.39	\$25.15	\$48,873	\$1,879.71	\$26.85	\$52,013	\$2,000.49	\$28.58
5	\$45,602	\$1,753.91	\$25.06	\$48,951	\$1,882.71	\$26.90	\$52,276	\$2,010.62	\$28.72	\$55,602	\$2,138.53	\$30.55
6	\$49,268	\$1,894.91	\$27.07	\$52,859	\$2,033.03	\$29.04	\$56,468	\$2,171.84	\$31.03	\$60,059	\$2,309.96	\$33.00
7	\$54,643	\$2,101.66	\$30.02	\$58,648	\$2,255.71	\$32.22	\$62,633	\$2,408.98	\$34.41	\$66,656	\$2,563.71	\$36.62
8	\$60,039	\$2,309.19	\$32.99	\$64,439	\$2,478.42	\$35.41	\$68,837	\$2,647.58	\$37.82	\$73,236	\$2,816.78	\$40.24
9	\$65,433	\$2,516.67	\$35.95	\$70,227	\$2,701.02	\$38.59	\$75,021	\$2,885.41	\$41.22	\$79,795	\$3,069.03	\$43.84
10	\$70,830	\$2,724.24	\$38.92	\$76,017	\$2,923.74	\$41.77	\$81,206	\$3,123.32	\$44.62	\$86,392	\$3,322.78	\$47.47
11	\$76,225	\$2,931.72	\$41.88	\$81,808	\$3,146.46	\$44.95	\$87,387	\$3,361.03	\$48.01	\$92,954	\$3,575.16	\$51.07
12	\$81,637	\$3,139.89	\$44.86	\$87,613	\$3,369.74	\$48.14	\$93,573	\$3,598.94	\$51.41	\$99,553	\$3,828.95	\$54.70
13	\$87,032	\$3,347.38	\$47.82	\$93,387	\$3,591.81	\$51.31	\$99,755	\$3,836.73	\$54.81	\$106,128	\$4,081.86	\$58.31
14	\$92,427	\$3,554.90	\$50.78	\$99,174	\$3,814.37	\$54.49	\$105,943	\$4,074.73	\$58.21	\$112,690	\$4,334.23	\$61.92

SCHEDULE "B"

Town of Oakville

Effective February 16, 2022 until February 15, 2023

CUPE 1329 2022 SALARY RANGES - ANNUAL & BI-WEEKLY

1.75% INCREASE EFFECTIVE FEBRUARY 16, 2022

GRADE	STEP 1			STEP 2			STEP 3			STEP 4		
	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY	ANNUAL	BI-WEEKLY	HOURLY
1	\$35,423	\$1,362.42	\$19.46	\$38,005	\$1,461.73	\$20.88	\$40,606	\$1,561.78	\$22.31	\$43,187	\$1,661.05	\$23.73
2	\$37,907	\$1,457.98	\$20.83	\$40,681	\$1,564.67	\$22.35	\$43,454	\$1,671.32	\$23.88	\$46,228	\$1,778.01	\$25.40
3	\$40,568	\$1,560.30	\$22.29	\$43,531	\$1,674.29	\$23.92	\$46,495	\$1,788.27	\$25.55	\$49,479	\$1,903.04	\$27.19
4	\$43,397	\$1,669.13	\$23.84	\$46,571	\$1,791.20	\$25.59	\$49,728	\$1,912.61	\$27.32	\$52,923	\$2,035.50	\$29.08
5	\$46,400	\$1,784.60	\$25.49	\$49,807	\$1,915.66	\$27.37	\$53,191	\$2,045.81	\$29.23	\$56,575	\$2,175.96	\$31.09
6	\$50,130	\$1,928.07	\$27.54	\$53,784	\$2,068.61	\$29.55	\$57,456	\$2,209.84	\$31.57	\$61,110	\$2,350.38	\$33.58
7	\$55,599	\$2,138.44	\$30.55	\$59,675	\$2,295.18	\$32.79	\$63,730	\$2,451.14	\$35.02	\$67,823	\$2,608.58	\$37.27
8	\$61,090	\$2,349.60	\$33.57	\$65,567	\$2,521.80	\$36.03	\$70,042	\$2,693.91	\$38.48	\$74,518	\$2,866.07	\$40.94
9	\$66,579	\$2,560.71	\$36.58	\$71,455	\$2,748.29	\$39.26	\$76,334	\$2,935.90	\$41.94	\$81,191	\$3,122.74	\$44.61
10	\$72,070	\$2,771.91	\$39.60	\$77,347	\$2,974.90	\$42.50	\$82,627	\$3,177.98	\$45.40	\$87,904	\$3,380.93	\$48.30
11	\$77,559	\$2,983.02	\$42.61	\$83,240	\$3,201.52	\$45.74	\$88,916	\$3,419.85	\$48.85	\$94,581	\$3,637.72	\$51.97
12	\$83,066	\$3,194.84	\$45.64	\$89,147	\$3,428.71	\$48.98	\$95,210	\$3,661.92	\$52.31	\$101,295	\$3,895.96	\$55.66
13	\$88,555	\$3,405.96	\$48.66	\$95,021	\$3,654.67	\$52.21	\$101,501	\$3,903.88	\$55.77	\$107,986	\$4,153.29	\$59.33
14	\$94,045	\$3,617.11	\$51.67	\$100,909	\$3,881.12	\$55.44	\$107,797	\$4,146.03	\$59.23	\$114,662	\$4,410.08	\$63.00

Letter of Understanding

between

Corporation of the Town of Oakville

and

Canadian Union of Public Employee and its Local 1329

RE: Schedule C Amendments

The Parties agree to amend Schedule C of the Collective Agreement in the following manner:

SCHEDULE "C"

Employees excluded from the Collective Agreement include:

Employees in the Town Manager's offices, except for the Accessibility Coordinator ;
Employees in the Mayor's, Legal and Human Resource offices;
Commissioners;
Director and/or Assistant Director, and their Administrative Assistant;
Other positions exercising management functions including;
Manager, Permit Review; Manager, Zoning and Committee of Adjustment; Manager, Building Inspections; Manager, Mechanical Inspections;
Manager, Development & Environmental Engineering; Manager, Permits and Construction;
Senior Manager, Current & Heritage Planning; Manager, Planning, Manager, Urban Design; Manager, Long Range Planning;
Manager, Transit Operations; Manager, Planning and Accessibility; Manager, Fleet and Maintenance; Supervisor Transit Services; Supervisor, Maintenance; Supervisor Administrative Services;
Manager, Strategic Business Support; Business Process Analyst;
Assistant Clerk, Council, Committee and Public; Chief By-law Enforcement Officer; Supervisor, Council and Committee Services; Supervisor, By-Law Services; Manager, Elections and Special Projects; Supervisor, Committee Coordinators; Records and Freedom of Information Officer; Print Room Supervisor; Supervisor, Parking Operations;

Manager Corporate Communications, Senior Communications Advisor; Supervisor Strategic Initiatives; Manager, Strategic Innovation; Supervisor, Service Oakville; Space Manager, Asset Management; Senior Policy Analyst; Web Coordinator ; Corporate Graphic Designer;

Manager, Revenue/Tax Collection; Manager, Development Financing and Investment; Manager, Accounting Operations; Manager of Financial Planning and Policy; Manager of Payroll & Benefits; Pension and Benefit Analyst; Manager, Purchasing and Risk Management; Payroll Supervisor; Supervisor, Accounting and CIS Integrity; Tax Billing Supervisor; Supervisor Tax Collections; Senior Financial Analyst; Senior Financial and Policy Analyst; Risk Management Coordinator/Adjuster;

Manager, Systems and Telecom Services; Manager, Projects and Development; Manager, Application Support; Manager, Client Services; Project Manager; Business Analyst; Senior ERP Business Analyst;

Manager, Infrastructure Planning; Manager, Design and Construction; Senior Manager Transportation Planning & Engineering; Manager, Parking Strategy & Business Operations; Supervisor, Surveys, Drafting and Road Corridor; Supervisor, Parking Administration;

Senior Manager, Works Operations; Manager, Traffic Operations; Manager, Fleet Operations; Senior Supervisor, Works and Contract Services; Supervisor, Works Operations; Shop Supervisor; Supervisor of Traffic Operations; Supervisor, Stores; Supervisor, Crossing Guards; Supervisor, Office Services; Fleet Driver Trainer;

Senior Manager, Recreation Operations; Senior Manager, Recreation Services; Senior Manager, Cultural Services; Manager, Community Centre (South Arenas, Joshua Creek and Iroquois Ridge, Glen Abbey, Sixteen Mile Creek, River Oaks, QEPC,); Manager of Aquatics; Manager, Senior Services; Manager, Performing Arts Centre; Technical Theatre Supervisor; Supervisor, Museum; Supervisor, Community Centres; Supervisor, Recreation Programs; Supervisor of Permitting & Scheduling; Recreation Coordinator-Seniors; Supervisor, Marketing; Supervisor, Cultural;

Senior Manager, Parks Operations; Manager, Parks Planning; Manager, Forestry Services; Supervisor, Sportsfields and IPM; Supervisor, Construction and Technical Services; Supervisor, Turf Maintenance; Supervisor, Horticulture; Supervisor, Urban Forestry; Supervisor, Forest Health; Supervisor, Forest Protection; Supervisor, Cemeteries; Supervisor, Harbours; Supervisor Cemeteries & Sanitation; Supervisor, Cemeteries Administration;

Manager, Facilities Maintenance and Repairs; Manager, Townhall Facilities; Manager, New Construction; Supervisor, Facilities Operations;

Forepersons in all Departments, persons acting in any of the foregoing capacities, students employed during school vacations or on a co-operative training basis

with an educational institution, and persons not regularly employed for more than twenty-four (24) hours per week.

Part-time persons within the Parks and Recreation Aquatics' Section and the Oakville Theatre employed for more than 24 hours per week not listed in Schedule A.

Signed this 6th day of August, 2020 at the Town of Oakville

For the Union

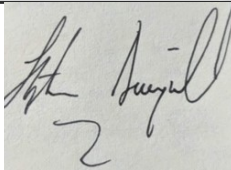








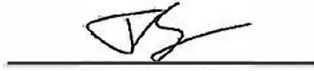




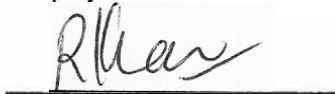
For the Corporation











APPENDIX "A"
**Standard-Contract CUPE
 1329 Temporary Staff
 Benefits Summary**

ELIGIBLE TEMPORARY CONTRACT CUPE 1329 EMPLOYEES (PRE AGE 65)	
EXTENDED HEALTH CARE	
Drug Card	Yes.
Prescription Deductible	No.
Cap on Dispensing Fee	\$10.00
National Formulary	100% when prescribed in writing by a doctor or dentist and obtained from a pharmacist. Generic limit applies
Orthotic/Orthopedic	Custom-made orthotic inserts for shoes, prescribed by a doctor, chiropodists or podiatrist up to maximum of \$350 per person per benefit year
Paramedical Services	Bundled at a combined maximum of \$750/person per benefit year with 80% copayment (employee pays 20%) Reasonable & Customary Charges apply, specific credentials required. Requires doctors referral note: Licensed Massage therapy, Licensed psychologist, Licensed acupuncture, Licensed physiotherapist Other: Chiropractic, osteopath, podiatrist, naturopath
Contact lenses or eyeglasses	\$300/person for every 24 month period including laser eye surgery performed by an ophthalmologist \$50 for eye exam every 24 months
Hospital coverage	n/a
Emergency Out of Province or Out of Country Coverage	\$1,000,000/person Services must be obtained within 60 days of leaving the province
DENTAL	
Note: Payment is limited to the maximum fee level of the prior year's ODA fee schedule	
Major Restorative	75% coverage (employee pays 25%) up to a combined maximum of \$1500/person (crowns and bridges) See booklet for full details
Basic & Preventative	100% coverage – combined maximum of \$2000/person per benefit year See booklet for more details
Orthodontic and Dentures	n/a
HEALTH SPENDING ACCOUNT	
	\$375 for the benefit year (per family), with 1 year roll over
OTHER	
Basic Life Insurance	Flat \$50,000
Accidental Death & Dismemberment	Flat \$50,000
Long Term Disability	n/a
Termination of Coverage	Age 65

The Carrier booklet will take precedence over the contents of this document.

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), Municipal Enforcement Services, Intermediate Municipal Standards Investigator (May – September)
- d) **Cyclical Work** – temporary work that is repeated at regular timescales (for example, but not limited to, Elections once every four (4) years, etc.).