

Memorandum of Agreement

Between:

The Corporation of the Town of Oakville

(the "Employer")

-and-

Canadian Union of Public Employees and its Local 1329

(the "Union")

Whereas the Employer and the Union are party to a collective agreement which expired on February 15, 2023;

And whereas the parties' respective bargaining teams met to collectively bargain a renewal to the above noted collective agreement;

The parties agree to unanimously recommend to their principals the following renewal agreement:

1. The renewal agreement will have a term of February 16, 2023 to February 15, 2027 and there will be no retroactivity except wages. The retroactive pay will be paid within 45 days of the date of ratification.
2. The renewal collective agreement will consist of the existing collective agreement amended by the Agreed Items documents named 1, 2, 3 and October 27, 2023.
3. Within 60 days of ratification, the Employer will provide a draft new Collective Agreement to the Union reflecting the above noted amendments for its review and approval within a further 60 days.
4. The undersigned representatives of the parties agree to the terms of this agreement subject to ratification. The undersigned representatives agree to recommend this settlement to their principles without reservation.

5. Any errors or omissions shall be mutually resolved by the parties acting reasonably with a desire to effect a final and binding collective agreement.

6. The parties further agree that the amendments to the collective agreement shall be effective on the date of ratification, except where noted otherwise and except for the 2023 wage increase which is retroactive to February 15, 2023.

16 *MSK*

Dated this 27th day of October 2023 at the Town of Oakville, Ontario.

For the Union:

[Signature]
Neil Jallat
S. Peri.
[Signature]
D. Sumner
Chaittal
CUPE Nat.

For the Employer:

[Signature]
Jill
J. J. J.
Byford
Mia C. C.

Canadian Union of Public Employees, and it's Local 1329-00

and

Town of Oakville

Contract Negotiations – March 27, 2023

AGREED TO DOCUMENT #1

The Canadian Union of Public Employees, and its Local 1329-00 and the Town of Oakville agree to the following Collective Agreement language.

ARTICLE TWO - RECOGNITION

- 2.04** The Union will be notified ~~in writing~~ **via email to the President and Recording Secretary** of a change to be made to a job title and of the reason for that change **within thirty (30) days**.

ARTICLE FOUR - RELATIONSHIP

- 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 an **environment free from harassment and violence** ~~free environment~~, as defined in the *Human Rights Code* and the *Occupational Health & Safety Act*.

ARTICLE SIXTEEN - JOB POSTINGS

- 16.03** Job posting shall include:

- Position Title
- **Job ID Number**
- 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.
- **For temporary position, the category in 17.03 a)**

ARTICLE TWENTY – VACATIONS

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 **for the time period up to the end of February the following year** 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.

Electronically signed this 26th day of May 2023.

FOR THE UNION



Neil Gallant (May 30, 2023 17:26 EDT)



Mandip Sahota (Oct 16, 2023 11:57 EDT)

Charlotte Karli (May 29, 2023 11:45 EDT)

FOR THE EMPLOYER


Julie Mitchell (May 30, 2023 09:15 EDT)
NELIA CABRAL (May 29, 2023 18:35 EDT)
Jim Barry (May 29, 2023 16:25 EDT)
Jonathan van der Heiden (May 30, 2023 09:14 EDT)
Audrey McKay (May 26, 2023 13:59 EDT)

Canadian Union of Public Employees, and its Local 1329-00

and

Town of Oakville

Contract Negotiations – May 30, 2023

AGREED TO DOCUMENT #2

The Canadian Union of Public Employees, and its Local 1329-00 and the Town of Oakville agree to the following Collective Agreement language.

ARTICLE EIGHT – UNION REPRESENTATIVE

- 8.01** The Union shall appoint or otherwise select a **Negotiating** 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. **The Union may also retain the services of an external third-party spokesperson to participate as a member of the Union's Negotiating Committee.** ~~All members of the Union Committee and the CUPE National Representative may attend collective bargaining negotiations.~~ **All members of the Negotiating Committee may attend collective bargaining negotiations.**
- 8.04** a) A Labour-Management committee shall be established consisting of ~~three (3)~~ **four (4)** representatives of the Union Local and ~~three (3)~~ **four (4)** representatives of the Corporation. **The CUPE National Representative may attend up to three (3) meetings per year with advance notice given to the Corporation.** The Committee shall concern itself with the following general matters:
(...)
- b) The Committee shall meet **at least every second month** at mutually - agreeable times and places. Its members shall be given advance notice of the meeting. ~~and agenda.~~ **The meeting agenda will be circulated by the Corporation no later than one (1) week in advance of the date of the meeting and therefore the Union must advise the Corporation of their items prior to that time. Items submitted by either party after that time will be delayed to the next meeting unless mutually agreed upon. Such agreement will not be unreasonably withheld.** Employees shall not suffer any loss of pay for time spent with this Committee.

ARTICLE THIRTEEN - LOSS OF SENIORITY

- 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 **and will continue to accrue seniority. The 24-month time period may be extended upon mutual agreement of the parties.** ~~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 EIGHTEEN – SICK PAY

- 18.01** On the occasion of a bona fide sickness of any employee who has been substantiated by a licensed physician, **nurse practitioner or midwife, within their scope of practice** 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:

(...)

ARTICLE TWENTY-TWO - HOURS OF WORK

- 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 (1½), 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 (1½) 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 workday.

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~~ **August 31st** of the following year, at

a time that is mutually agreeable, the bank will be paid out by December 31st. **This applies to both banked overtime lieu and banked statutory lieu hours.**

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.

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. **The request will be initially submitted to the supervisor and/or manager, and the employee may copy the union on this request.**
- 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. **This process shall be completed as soon as practical.**
- 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.

(...)

ARTICLE THIRTY-FOUR – DISCIPLINE AND DISCHARGE

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)~~ **five (5)** working days without reasonable cause, unless otherwise determined through the grievance procedure.

Electronically signed this 9th day of August 2023.

FOR THE UNION



Neil Gallant
Neil Gallant (Nov 3, 2023 10:22 EDT)



Mandip Sahota (Nov 3, 2023 14:31 EDT)



Dana Swan (Nov 3, 2023 12:18 EDT)



Charlotte Kari (Nov 3, 2023 11:26 EDT)

FOR THE EMPLOYER



Julie Mitchell (Nov 3, 2023 14:01 EDT)



Nelia Cabral (Nov 3, 2023 14:43 EDT)



Jim Barry (Nov 3, 2023 13:53 EDT)



AMcKay (Nov 3, 2023 13:50 EDT)

Canadian Union of Public Employees, and its Local 1329-00

and

Town of Oakville

Contract Negotiations – June 30, July 10, 12 and 14, 2023

AGREED TO DOCUMENT #3

The Canadian Union of Public Employees, and its Local 1329-00 and the Town of Oakville agree to the following Collective Agreement language.

ARTICLE NINE - GRIEVANCE PROCEDURE

- 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 **(two) 23** 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. **A Committee member shall suffer no loss of earnings for time spent in attending with the Corporation.**
- 9.07** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before Step **(one) 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. **A meeting will then be held between the Director or designate and the Grievance Committee within ten (10) working days of the submission of the grievance at Step (two) 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 Director/Department Head or designate may have such counsel and assistance as they 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.** ~~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 **Commissioner, Director, or designate** ~~Department Head (or designate)~~ in writing as provided in Step **(two) 2** excepting that it must be submitted within five **(5)** 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 **(two) 2** ~~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.
- 9.11** 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)~~ **within ten (10)** working days after the circumstances

giving rise to the grievance having occurred, or originated, **according to the timelines set out in Article 9.07, as follows:**

- a) **Grievances regarding Corporate policies will be filed with the Director, Human Resources at Step 1 and with the Commissioner, Corporate Services at Step 2;**
- b) **Grievances regarding Department-specific policies will be filed with the Department Director or designate at Step 1 and with the appropriate Commissioner at Step 2.**

~~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 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 **GAO Director of Human Resources** not later than ten (10) working days after the Step ~~three (3)~~ **two (2)** decision.

ARTICLE TWELVE – SENIORITY

- 12.03** A copy of the Seniority List, ~~revised as of the first (1st) day of January and the first day of June, shall be posted by the end of January and June each year on or before those dates on the Corporation's intranet site. 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 **in advance of the posting on the Corporation's intranet site.**

ARTICLE SIXTEEN - JOB POSTINGS

- 16.06** The Union President and Recording Secretary shall be notified via email **quarterly** of all appointments, hirings, layoffs, transfers, recalls, **resignations** and terminations with respect to employment **in positions covered by Article 2.03 in the Permanent Service.**

ARTICLE SEVENTEEN - PROBATIONARY AND TEMPORARY EMPLOYEES

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 **active** 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 and paid vacation, and paid sick leave,~~ **active worked days shall include designated holidays and paid vacation. Active worked days shall also include sick leave of less than ten (10) consecutive days.**

ARTICLE EIGHTEEN – SICK PAY

REVISED Agreement on 18.01 superseding Agreed to Document #2

18.01 On the occasion of a bona fide sickness of any employee who has been substantiated by a licensed physician, **nurse practitioner or midwife, within their scope of practice** 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:

(...)

ARTICLE TWENTY-ONE - DESIGNATED HOLIDAYS

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 will be required to take days off between Christmas and New Year's which are not designated as holidays under Article 21 except Municipal Compliance Officers, certain designated staff in ITS, other than staff in IS&S and Payroll and those who are required to process revenue payments before year-end in Recreation and Culture, and 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.

ARTICLE TWENTY-TWO - HOURS OF WORK

22.01 a) The normal hours of work for all employees other than specifically referred to in this Article **and Article 22.03** shall be seven hours (7) per day, five days (5) per week, **Monday to Friday**. For the positions of Construction Inspector **and Development 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.

b) Continental Shifts – Mobile Compliance Officers

For Mobile Compliance Officers the normal work schedule shall be a Continental 24-hour Shift schedule.

A Continental 24-hour Shift is defined as a rotational schedule that alternates working day and night shifts to provide 24/7 coverage, consisting of 11-hour shifts with a 1-hour unpaid lunch and two (2) fifteen (15) minute rest periods.

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

ARTICLE TWENTY-TWO - HOURS OF WORK

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 though 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). – **STATUS QUO**

ARTICLE TWENTY-THREE – STANDBY

23.01 Where the Corporation identifies that specific jobs within the Information ~~Systems~~ ~~and Technology~~ Solutions, Parks and Open Space, ~~Aquatics~~, **Building Services (during the period defined in 21.02)**, Service Oakville, **Municipal Enforcement Services**, and the ~~Facilityies Services~~ 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 standby 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) hours 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 payday. Where an employee is required to be on standby 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.

The Union President and Recording Secretary shall be notified via email of the list of the specific classifications expected to be required to perform standby in the next six (6) months each January and July. This does not prohibit the Town from adding standby classifications that were not expected between lists. Except in an emergency, if any standby classification is added between lists, the Town will give any affected employee no less than two (2) weeks notice.

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, **Tree Protection Inspectors, Project Coordinator (New Construction), Project Leader (Capital Projects), Waterfront Development Coordinator, Parks Technologist, Site Plan Construction Inspectors, ~~By-law Enforcement Officers, Licensing Officers,~~ and Development Engineering Technologists, Inspectors and Coordinators in Transportation and Engineering 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 THIRTY-FOUR – DISCIPLINE AND DISCHARGE

- 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.

All copies of letters of expectation more than thirty-six (36) months old in the employee's file will be destroyed upon written request from the employee. The written request will also be destroyed.

These timelines will be extended by the length of the leave when an employee is on a leave of absence in excess of one hundred twenty (120) days.

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 **one (1) grade** ~~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, **pending a satisfactory performance review**, the employee shall ~~be moved into the next higher~~ **be appointed to the** 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 position 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.

***NEW* ARTICLE XXAMALGAMATION**

In the event the Employer or the Province takes concrete steps towards consolidating, merging, or amalgamating all or a portion of the Corporation with any other municipality, the Corporation will consult with the Union and provide disclosure of relevant information provided by the province, subject to confidentiality requirements, at the earliest opportunity.

Where the Employer or the Province consolidates, merges, or amalgamates all or a portion of the Corporation with any other Municipality, subject to the limitations imposed by legislation and subject to only asserting legal rights within their control, the Employer will make its best efforts to ensure, but cannot guarantee that:

- a) Employees shall be credited with all seniority rights.**
- b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized.**
- c) No employee is disadvantaged with regard to conditions of employment and wage rates.**
- d) No employee shall suffer a loss of employment as a result of the consolidation, merger or amalgamation.**

Letter of Understanding
Between
Corporation of the Town of Oakville
("the Corporation")
And
CUPE and its Local 1329
("the Union")

HOURS OF WORK AND STANDBY FOR MUNICIPAL STANDARDS INVESTIGATORS

WHEREAS:

- Article 22 outlines the normal hours of work for employees and overtime entitlements as it relates to hours in excess of normal weekly and daily hours;
- Article 22.03 outlines the hours of employees who are employed in any operation required to operate on a six (6) or seven (7) consecutive day basis; and,
- Article 23 outlines specific jobs where an employee is to be placed on standby.

The parties agree that:

1. The Municipal Enforcement Services Department implemented a Continental Shift schedule as an addition to Article 22.03 for Municipal Standards Investigators (MSIs) commencing June 6, 2021. The Continental Shift schedule comprises of seven (7) ten (10) hour shifts within any fourteen (14) day period, during the hours of 7:00 a.m. – 6:00 p.m. Municipal Standards Investigators will not be regularly scheduled to work on consecutive weekends.
2. The following MSIs are grandparented and will continue to be regularly scheduled to work seven (7) hours per day, five (5) days per week, Monday to Friday, on the following shifts:
 - Andrew Eldridge: 7:00 a.m. – 3:00 p.m.
 - Tracey Clapham: 7:45 a.m. – 3:45 p.m.
 - Susan Debrincat: 8:00 a.m. – 4:00 p.m.
3. All MSIs hired since June 6, 2021, have been hired under the requirement to work the Continental Shift schedule as will future MSI hires, subject to operational needs.
4. If at any time the number of MSIs working the Continental Shift drops below four (4) MSIs for an anticipated or extended period of longer than three (3) consecutive weeks, the Corporation will canvass for volunteers to switch shifts and fill the vacant shifts.
 - a) If there are an insufficient number of volunteers, the Corporation will assign a MSI to participate in the Continental Shift in order of reverse seniority, for a maximum of three (3) months.

- b) If after three (3) months there are still insufficient volunteers, the next MSI in order of reverse seniority will be assigned.
 - c) Any volunteers or MSIs assigned to the Continental Shift will return to their schedule outlined in #2 above once the number of regularly scheduled MSIs returns to a complement of four (4).
 - d) Temporary vacant shifts anticipated or caused by a short-term reason (e.g., vacation day, sick day, bereavement, etc.) will be assigned as overtime as per article 22.
5. MSIs who have been grandparented as identified in #2 above will have the ability to transition to the Continental Shift with one (1) full pay period's notice to the Corporation. Once the MSI has elected to transition to the Continental Shift, they agree to work the Continental Shift until this Letter of Understanding expires.
 6. Both the Corporation and the Union acknowledge there is a need for all MSIs to investigate assigned cases outside of their regular shift schedules, which are described in #1 and #2 above. When this occurs, either the employer or the employee can make a shift change request and alternate hours may be negotiated that last no longer than one (1) week in duration. If a negotiated agreement between the employer and employee cannot be reached, any hours worked outside of regular shift hours (as described in #1 and #2 above) will be assigned as overtime as per Article 22, with a minimum of 48 hours' notice.
 7. Employees hired prior to June 6, 2021, who are scheduled for and actively work the Continental Shift will receive for any shift on a weekend (Saturday or Sunday) a lump sum of \$10.00 per weekend shift effective until the expiry of this agreement. This premium will also be paid in the event partial shifts are supplemented with vacation or lieu time. Employees hired after this date are not eligible to receive the premium described in section 6 of this Letter of Understanding.
 8. The Parties agree that MSIs shall be placed on a stand-by rotation, to respond to emergency calls, in accordance with Article 23.01. Any MSI that forfeits their stand-by shift, this shift will be offered by the Corporation on the basis of seniority. In the event no volunteers accept the stand-by shift, the shift will be scheduled in reverse order of seniority.
 9. 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 Years' Day. MSIs will be required to work during this time.
 10. This agreement will be in effect until the expiry of the current Collective Agreement.

Letter of Understanding
Between
Corporation of the Town of Oakville
("the Corporation")
And
CUPE and its Local 1329
("the Union")

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;
Chief, Deputy Chief, Director and/or Assistant Director, and their Administrative Assistant;
Managers, Supervisors and other 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; Strategic Business Advisor; Senior Business Process Analyst; Program Lead, Digital & Service Modernization; Corporate Strategy Program Advisor; Legislative Projects Advisor; Creative Services Advisor;
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 ; **Web Editor; Web and Social Media Advisor;** 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; **Risk Management Claims Analyst;**~~

~~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, QEPCC,); 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~~ and **Culture** Aquatics' Section and
the Oakville Theatre employed for more than 24 hours per week not listed in Schedule
A.

EMPLOYER WITHDRAWS the following:

Articles 8.02, 15.03 a), 16.02, 16.08 and LOUs re Internship and Paid Leave

Electronically signed this ^{27th} ~~26th~~ day of October, 2023.

FOR THE UNION



Chris Clapham



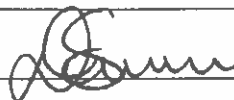
Mandip Sahota



Neil Gallant

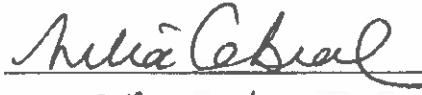


Sophie Lacroix Nissan



Dana Swan

FOR THE EMPLOYER



CUPE 1329 and Oakville – Agreed Items October 27, 2023

Block Proposal: Until all of the below is agreed, none of it is considered to be agreed. Clauses in green are tentatively agreed but may be changed by either party at any time before all clauses are green/agreed.

16.01 a) When job vacancies, ~~opportunities~~ occur or new jobs are created, a notice thereof shall be posted on the Corporation's ~~premises~~ **job portal** for a minimum of 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.

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

...

- I. Leaves of Absence as defined in Appendix B. This will include legislative leaves, personal leaves, **leaves due to internal secondment opportunities**, 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.

...

Article 18.02a (Medical Certificates) – Move to \$30 effective 2024. No cap on how many notes covered.

Article 18.02b (Treatment Memoranda) – Move to \$50 effective 2024. Add Medical Narrative. No cap on number of TMs or Medical Narratives covered.

Article 19.01f – increasing major restorative (under dental care) from \$1,500 to \$1,875 (NTD – clerical)

Article 19.01i – paramedical – no doctor's note required for speech therapy, psychologist, acupuncturist, massage therapist, any other licensed paramedical practitioner.

Article 19.01j – Health Spending Account – Increase from \$600 to \$700. Effective 2024.

21.01 ~~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.~~

Add: National Day for Truth and Reconciliation.

(remainder of clause status quo)

21.04 a) 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 statutory holiday pay for the holiday~~, subject to meeting the requirements of the Employment Standards Act.

b) For employees on a Continental Shift, or 24-Hour Shift, or Recreation and Culture staff who are required to work on a statutory holiday, statutory holidays will be recognized on the actual calendar day of the holiday only and not the designated holiday. Payment for such hours worked will be in compliance with Article 21.04. Only the hours worked on the actual calendar day of the holiday will accumulate premium payment.

Article 27.01 – bereavement leave – The Town agrees that the definitions cover non-binary individuals.

Article 33.01 (Boot Allowance) – Move to \$175 effective 2024.

Schedule A

The list of positions has been agreed.

We agreed to the following and would like to discuss how to incorporate into the agreement. We could amend 24.01, or we could add a Note to the schedule.

CUPE Sept 19 at 1115h: We would like confirmation and agreement that if any of the positions which have been removed are reinstated, they will be reinstated as positions within the CUPE 1329 bargaining unit.

Corporation Sept 19 at 1430h: the Employer agrees that in respect of any position that is removed from the collective agreement in this round of bargaining because it no longer exists at the Town, if it is ever reinstated at the Town it will automatically be in the CUPE 1329 bargaining unit.

Top up for ESA Compassionate Care Leaves

Effective January 1, 2024, an 8 week top-up from the EI amount to 75% of salary, contingent on Service Canada approval. See July 14 attachment for details.

Mental Health Benefits

The Town is prepared to continue the mental health benefits referred to in the attached May 26, 2021 letter for the life of the collective agreement.

Vacation

Effective Jan 1, 2024

Vacation Date	# of Weeks
Start	3
7 8	4
14 16	5
20 25	6

Vacation Service Date LOU

Employees may receive service credit for relevant external broader public sector or private sector experience for vacation entitlement up to a maximum of seven years of experience. Current employees at time of ratification to provide evidence within 60 days of date of ratification for a one-time adjustment to vacation service date. Employer will review evidence and make decision and inform in writing within 30 days. Adjusted vacation service date will be effective January 1, 2024.

Term

February 16, 2023 to February 15, 2027.

Retroactivity

No retroactivity except wages

Market Adjusted Rates LOU

In the event the Employer wishes to provide a higher pay rate than set out in the collective agreement for positions due to market rates in order to assist in recruitment and retention, it shall present to the Union the basis for providing the higher rate and if such a higher rate is supported by the data it may increase the rate of the position in question, but no higher than the market rate. [redundant sentence deleted]

This LOU shall remain in place for the term of this collective agreement.

LOU re Temporary Postings

Notwithstanding Article 16, temporary vacancies of three (3) months or less are not subject to the posting procedure.

No employee shall be required to accept an offer of temporary vacancy.

The Employer shall notify the Union of every temporary vacancy that is filled without a posting, including who filled it.

Vacancies that are expected to exceed three (3) months in duration will be posted with the conditions of article 16.01.

In any job competition, the Corporation may not consider/give weight to the experience of any applicant which was gained through an unposted temporary vacancy unless it was filled by the most senior qualified person in the bargaining unit.

This LOU shall remain in place for the term of this collective agreement.

Wages

3.25% on all steps of all grids effective February 16, 2023

3.25% on all steps of all grids effective February 16, 2024

3.25% on all steps of all grids effective February 16, 2025

3% on all steps of all grids effective February 16, 2026

Signing Bonus

\$750 less deductions for each permanent employee in the bargaining unit as of date of ratification

Vacation OTO 2024 Bonus – for any employees already receiving 6 weeks of vacation as of January 2023, 5 days of vacation will be added to their bank on January 1, 2024, to be used by the end of 2024.

LOU re Atypical Volumes

Atypical Volumes is defined as follows – higher than normal work volumes as determined by management which cannot be completed using current complement and is anticipated to be temporary in nature. For example, addressing back log of work, receiving significantly more permits than usual, and working to restore appropriate service levels.

.Notwithstanding the limitations in Article 17 of the collective agreement, atypical volume work may be performed by temporary employees for up to a maximum of six (6) months, subject to the following:

- a) The Corporation will advise the Union when they are invoking this LOU, and will also advise what position is being filled, how long it is being done for, and the reasons for the atypical volume;**
- b) If the department in which this LOU is used has vacancies, the Corporation must actively post and recruit to fill relevant vacancies during the time when this LOU is being invoked in that department;**
- c) Temporary employees in these positions may not work more than seventy hours bi-weekly;**

- d) These positions will be posted pursuant to Article 16 if longer than 3 months in duration;
- e) The use of this LOU shall not result in the redundancy of any positions in the permanent service; and
- f) There shall be no more than eight occurrences of the use of atypical volumes annually, and one occurrence is the use of this LOU for one person in one position.

This LOU shall remain in place for the term of this collective agreement.

Union
A.P.
Neil
L. Pri.
A.
D. Quinn

Employer
S.
John
Mintem
Byford
Michael

To be effective for leaves commencing on or after January 1, 2024

NEW ARTICLE X – COMPASSIONATE LEAVE

- XX.01** a) Leaves to care for a critically ill or injured person, someone needing end-of-life care, or the death of a child will be granted in accordance with Section 49.1 Family Medical Leave, Section 49.3 Family Caregiver Leave, Section 49.4 Critical Illness Leave, and Section 49.5 Child Death Leave of the *Employment Standards Act, 2000 (ESA)*.
- b) While an employee is on one of the above leaves under the Act:
- i) They shall continue to be enrolled in the benefit plans set out in Article 19.01 and the Corporation shall continue to pay the cost of those plans.
 - ii) Upon returning to work, the employee may, for OMERS purposes, buy back the period of leave by making the appropriate employee contributions to OMERS in accordance with OMERS regulations. If the employee chooses to do this, the Corporation will pay the matching employer contributions to OMERS.
- c) A permanent full-time employee who applies for and qualifies for any one of the applicable leaves under *ESA* as outlined in Article x.01 a) as well as the applicable Employment Insurance benefits, shall be approved for a supplemental payment to a maximum of one (1) period of up to eight (8) continuous full weeks of absence within any twelve-month period based on the following:
- i) The employee has completed twenty-four (24) months of continuous service in the bargaining unit as of the date their leave commences.
 - ii) Qualifies for the applicable Employment benefits pursuant to 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 eight (8) weeks, or until they return to work from their leave, whichever occurs first.
 - iii) The supplemental employment benefit will be equal to the difference between 75% of the employee's normal base weekly earnings in effect immediately prior to the leave, exclusive of premiums and bonuses, and the sum of their weekly Employment Insurance benefit and any other earnings.
 - iv) Such supplemental benefits payments will commence on the first pay period following the completion of the one (1) week waiting period and receipt by the Corporation of the employee's Employment Insurance stub as proof they are in receipt of the applicable Employment Insurance leave benefits. The employee is thereafter required to provide confirmation of the EI payment every two (2) weeks for the duration of the benefit period.

- v) Should the Employee become ineligible, or fail to qualify for, the applicable Employment Insurance leave benefits, they will become ineligible for supplemental employment benefits.
- vi) An Employee who is in receipt of, or was in receipt of, supplemental employment benefits from the Corporation and leaves their employment with the Corporation within twelve (12) months of their return from the leave, will repay to the Corporation, all monies paid under the supplemental employment benefit.
- vii) The supplemental payment is subject to applicable payroll deductions.
- vii) The employee is eligible to receive the supplemental period for a total of one (1), eight (8) week period for any combination of leaves taken as identified in Article x.01 a) in any twelve (12) month period.



OAKVILLE

May 21, 2021

Via Email

Chris Clapham
CUPE Local 1329 President

Re: Updates to the Booklet Contract

Dear Chris:

In follow up to our meeting on May 7, 2021, the Town will be implementing changes to the benefit booklet Contract No. 56261 which will be in effect from June 1, 2021 – February 14, 2023, as outlined below. As discussed in our meeting, these changes are being made to the benefit contract on a gratuitous, without prejudice and precedent basis in an effort to support employees in recognition of the unique challenges that the COVID-19 pandemic has presented with respect mental health and wellness.

The paramedical specialist benefit outlined in Contract No. 56261 related to psychological support will be enhanced as follows:

- the current psychologist coverage of \$500 will be replaced with a new sub-category of paramedical services for mental health coverage which will include any combination of psychologist (currently available to members), registered psychotherapist (new), social worker (MSW) (new), and clinical counselor (new) for a combined total of \$500. This expanded list of mental health professionals will also be eligible for reimbursement within the allotted health spending account available to CUPE 1329 members.
- the requirement for a doctors note in order for coverage to be eligible for reimbursement as it relates to the expanded sub-category of paramedical services related to mental health coverage under the benefit plan will be removed.

In addition to these updates, other resources continue to be available to support employee's mental health and wellness. This includes our Employee and Family Assistance Program (EFAP) through Morneau Shepell which serves to assist employees and their families, with confidential 24/7 access to support. Other resources to be aware of that can be of support to employees in this regard can be found on Portico at the following link:

<https://humanresources.oakville.ca/SitePages/Wellness%20and%20Mental%20Health%20Support.aspx>

If you have any questions, please feel free to contact me.

Sincerely,

Nelia Cabral
Manager, HR Advisory Services