

**2023-2027**

**The Corporation of the  
Town of Oakville**

**and**

**CUPE 1329**

**Collective Agreement**

Duration: February 16, 2023 to February 15, 2027

**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 27th of October 2023**

**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 **they have** been hired.

**2.04** The Union will be notified **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 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, **their** 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 an **environment free from harassment and violence**, as defined in the *Human Rights Code* **and the Occupational Health and Safety Act**.

#### **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 **their** 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 15<sup>th</sup> 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 **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 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 Negotiating Committee 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 **four (4)** representatives of the Union Local and **four (4)** representatives of the Corporation. **The CUPE National Representative may attend up to three (3) meetings per year with advanced notice given to 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 **at least every second** month at mutually-agreeable times and places. Its members shall be given advance notice of the meeting. **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.
- 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 of 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 **two (2)** 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 **they** have first given **their** immediate supervisor the opportunity of adjusting **their** complaint. The grievor may have the assistance of a union steward if **they** so desire. Such complaint shall be discussed with **their** 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 **their** 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 / Department Head 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.**

- 9.08** Any grievance on a discharge or suspension shall be initially filed with the **Commissioner, Director, 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.

**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)** 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 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 one (1) and with the Commission, Corporate Services at Step two (2).**

b) **Grievances regarding Department specific policies will be filed with the Department Director or designate at Step one (1) and with the appropriate Commissioner at Step two (2).**

## **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 **Director of Human Resources** not later than ten (10) working days after the Step **two (2)** 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, shall be posted **by the end of January and June** each year on **the Corporation's intranet site**. One copy shall also be sent to the Secretary of the Union **in advance of the posting on the Corporation's intranet site**.
- 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 **their** seniority when:

- a) **they** leave the employ of the Corporation of **their** own accord,
- b) **they are** discharged and such discharge is not reversed through the grievance procedure,
- c) **they are** laid off from the Corporation continuously for a period in excess of a length of time equal to **their** seniority or twenty-four (24) months, whichever is the lesser,
- d) **they are** laid off and fail to return to work within ten **(10)** working days after **they have** been notified so to do by the Corporation by registered mail to **their** last address on record with the Corporation.
- e) **they are** 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 **and will continue to accrue seniority. The twenty-four (24) month time period may be extended upon mutual agreement of the parties.** 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 **their** 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 **their** options under Article 14.03 or 14.06 above shall have **their** 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 **their** 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, **their** employment shall be deemed terminated and **they** shall be entitled to **their** 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 **their** 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 **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.

**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
- **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 positions, the category in 17.03 a)**

**16.04** The successful applicant for an appointment or promotion shall be notified of the effective salary for the position prior to **their** 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 **quarterly** of all appointments, hirings, layoffs, transfers, recalls, **resignations** and terminations with respect to employment in **positions covered by Article 2.03**.

**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 **their** 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 **their** 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, **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.**

**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>
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, **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.

- 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 **they have** 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 **their** 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, **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 **their** probationary period. 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:

<b>Continuous Weeks</b>	<b>Years or more of Service</b>
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 **their** 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 **their** own physician, not later than seven (7) days after the commencement of **their** 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 doctor's certificates to a maximum of **\$30.00** each (**effective January 1, 2024**), 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 / **medical narrative** regarding an employee's illness or disability for a legitimate purpose.

The Town will reimburse the employee for the treatment memorandums / **medical narrative** to a maximum of **\$50.00** each (**effective January 1, 2024**), 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, **they** shall submit to the Human Resource Department a statement from **their** personal physician confirming that **they are** capable of performing **their** 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 **their** 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 **their** regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to **their** 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 **them** to an action against some person other than the Town, elects to bring **their** 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 \$10.
- c) Basic Life Insurance - a group plan for Life Insurance coverage equal to two **(2)** 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 **\$1,875** per individual.
  - 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. **No doctor's note required for speech therapy, psychologist, acupuncturist, massage therapist, any other licensed paramedical practitioner.**
- j) Health Care Spending Account** –\$600 per year per employee with a one (1) year carryover of unused amounts going forward. **Effective January 1, 2024, \$700 per year per employee with a one (1) 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 **their** normal retirement age; and
- b) Is in receipt of a retirement or permanent partial disability pension from OMERS; and
- c) Has up to **nineteen (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 **they** reach age 65.

A 1329 employee of the Town of Oakville who:

- a) Voluntarily elects to retire prior to **their** 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 **they** reach 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 **seven (7)** years' service - four (4) weeks,
  - c) Employees with at least **fourteen (14)** years' service - five (5) weeks,
  - d) Employees with at least **twenty (20)** years' service - six (6) weeks (one week for which payment may be elected in lieu of time off with pay).

**Vacation One Time Only Bonus 2024 – for any employee already receiving six (6) weeks of vacation as of January 2023, five (5) days of vacation will be added to their bank on January 1, 2024, to be used by the end of 2024.**

- 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), **they** shall be granted additional vacation entitlement in time or payment of one **(1)** 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 **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.
- 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 **thirty (30)** calendar days.
- 20.07** If sickness or accident occurs or continues during a period when an employee is scheduled for vacation, **they** will be considered to be on vacation for such time scheduled, except for all such time **they** substantiate that **they were** hospitalized and/or immobilized if **their** hospitalization and/or immobilization was for more than **forty-eight (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 **their** 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 **their** employment or is involved in other legal proceedings on a matter arising out of **their** 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 **they** worked **their** scheduled working day preceding and next following the holiday unless excused in writing by **their** Department Head or **they are** 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*  
*Victoria Day*  
*Canada Day*

*Civic Holiday*  
*Labour Day*  
***National Day for Truth and Reconciliation***  
*Thanksgiving 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.

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 Years' 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**, Payroll and those who are required to process revenue payments before year end in Recreation and Culture, **and** Finance. 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 **Article 21.02** to job functions that are not deemed to be required during that time period.
- 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 normal **statutory holiday** pay, 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.**
- 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 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**, 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 eleven (11) hour shifts with a one (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.

**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 **their** 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 **August 31<sup>st</sup>** of the following year, at a time that is mutually agreeable, the bank will be paid out by December 31<sup>st</sup>. **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.

- 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 **(4)** hours' of unanticipated overtime consecutive to **their** 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 **their** regular working hours shall be paid for a minimum of three **(3)** hours at overtime rates.
  - b) An employee who is required, with less than **twenty-four (24)** hours' notice, to return to work outside of their regular working hours shall be paid for a minimum of three **(3)** hours as set out in 22.02 above.
- 22.07** An employee who is unable to report for work shall notify **their** immediate supervisor or designate accordingly no later thirty (30) minutes before **their** 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 **Technology** Solutions, Parks and Open Space, **Building Services (during the period defined in 21.02)**, Service Oakville, **Municipal Enforcement Services**, and Facility **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 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, **they** 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, **they** 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, **they** 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-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 **(3)** or more employees for a continuous period of five **(5)** working days **they** shall be classed a Lead Hand and receive \$0.60 an hour for the period **they** supervise 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, **their** 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 their job duties or who feels **their** 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.

d) Approved forms and PDQs shall be submitted within **ninety (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 PDO will be reviewed by the joint chairs of the Job Evaluation Committee (Human Resources and Union).
- 25.02** a) Where an existing job's PDO 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 PDO 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 PDO 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, **they** 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 **their** own private automobile in **their** 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, , and Development Engineering Technologists, Inspectors and Coordinators in Transportation and Engineering** who are regularly required to use their own automobile. An employee shall only be entitled to the car wash allowance when **they** have 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 **their** 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 **their sibling**, grandchild, grandparent, **child-in-law, sibling-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 **their parent’s sibling**.

**The parties agree that the definitions above cover non-binary individuals.**

### **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 **their** appointment, the time missed may be deducted from **their** 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 **their superior**. At the conclusion of **their** 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 and 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 **their** 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 **they** return to work from the pregnancy/parental leave, whichever occurs first.

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

Such payments will commence on the first pay period following the completion of the two **(2)** week waiting period and receipt by the Employer of the Employee's Employment Insurance stub as proof **they are** in receipt of Employment Insurance pregnancy leave benefits.

Should the Employee become ineligible, or fail to qualify for, Employment Insurance pregnancy leave benefits, **they** 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 **their** employment with the Town within twelve (12) months of **their** return from **pregnancy/parental** leave, will repay to the Employer, on a proportional basis, all monies paid under the supplemental employment benefit.

## **ARTICLE THIRTY-TWO – COMPASSIONATE LEAVE**

- 32.01 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:**
  - 1) **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.**
  - 2) **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 32.01 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:**
- 1) The employee has completed twenty-four (24) months of continuous service in the bargaining unit as of the date their leave commences.**
  - 2) 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.**
  - 3) 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.**
  - 4) 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.**
  - 5) Should the Employee become ineligible, or fail to qualify for, the applicable Employment Insurance leave benefits, they will become ineligible for supplemental employment benefits.**
  - 6) 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.**
  - 7) The supplemental payment is subject to applicable payroll deductions.**

- 8) 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 32.01 a) in any twelve (12) month period.**

### **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 **\$175 (effective January 1, 2024)** 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 **their** employment with the Corporation shall terminate under conditions listed below:
- a) **They are** discharged and such discharge is not reversed through the grievance procedure.

- b) **They are** laid off from the Corporation continuously for a period in excess of a length of the time equal to **their** seniority or eighteen (18) months, whichever is lesser.
- c) **They are** away from work without permission for more than **five (5)** 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 **their** 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.

**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.**

**34.06** Where an employee tenders their resignation from the Town such notice may be rescinded within **forty-eight (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 **one (1)** grade below the position for which the candidate is being trained.

This Training Secondment position shall not last for longer than a **twenty-four (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 **appointed to the** position for which **they have** been trained, provided that a position is available.

A seconded trainee moving from a higher job class to the trainee position shall maintain **their** 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 **they were** hired and **they** fail to obtain the required certification within the mandated time frame, the employee shall be given an additional one hundred and twenty **(120)** days at **their** current salary to obtain certification. Should the employee fail to obtain the required certification within one hundred and twenty **(120)** 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 **their** 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 – AMALGAMATION**

**39.01** 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.

### **ARTICLE FORTY - DURATION OF AGREEMENT**


**40.01** This Agreement shall be effective on the **16th day of February 2023** and shall remain in full force and effect until the **15th day of February 2027** 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 3RD<sup>RD</sup> th DAY OF MAY, 2024.


**FOR THE UNION**

**FOR THE CORPORATION**

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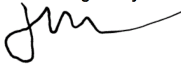
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Vicki Tytaneck  
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**Vicki Tytaneck, Town Clerk**

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Jane Clohecy  
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**Jane Clohecy, CAO**

## SCHEDULE "A"

GRADE 1		GRADE 4	
GRADE 1	JOB TITLE	GRADE 4	JOB TITLE
	No positions		No positions
GRADE 2	JOB TITLE	GRADE 5	JOB TITLE
	No positions		Box Office Administrative Clerk
			Print and Mail Clerk
GRADE 3	JOB TITLE		Revenue Control Clerk
	Mail Clerk		Transit <b>Clerk</b> Customer Service Representative
			<b>Roads and Works Operations Clerk</b>
GRADE 6	JOB TITLE	GRADE 7	JOB TITLE
	<b>Account Representative</b>		Accounting Clerk
	Administrative Clerk - Fire		Administrative Coordinator
	Cemetery Administrative Clerk		Assistant Seniors Coordinator
	Customer Service Representative Recreation		Building Operator
	<b>Election Assistant</b>		Building Services Assistant
	Marketing Assistant		<b>Mobility Coordinator</b>
	Museum Administrative Coordinator		Citizen Service Representative
	Operations Assistant		Community Support Liaison
			Customer Service Representative, Revenue and Tax
			Development Engineering Clerk
			Engineering Clerk
			<b>Events Assistant</b>
			Harbours Administrator
			<b>Inspector - Heritage Planning</b>
			Junior Buyer
			Payroll Services Representative
			Planning Clerk / <b>Legislation</b>
			Print Room Technician
			Revenue Services Representative
			Risk Management and Purchasing Administrator
			Special Events, Membership, Scheduling Coordinator
			<b>Traffic Program Technician</b>
			Transit Operations Clerk
GRADE 8	JOB TITLE	GRADE 9	JOB TITLE
	<b>Accounts Payable Clerk</b>		<b>Accounting Coordinator</b>
	Application Development Technician		Aquatic Assistant
	Application Support Technician		Assistant Secretary Treasurer Committee of Adjustment
	Business Technologist		Building Coordinator
	<b>Clerks Information Administrator</b>		Building Services Representative
	Corporate Banking Analyst		Business Support Analyst
	Corporate Banking Coordinator		<b>Construction Inspector</b>
	<b>Development Permit Administrator</b>		<b>Coordinator, Equipment and Collections</b>
	<b>Development Plans Examiner</b>		Coordinator, Support Services
	<b>Enforcement Services Associate</b>		<b>Coordinator of Box Office and Administration</b>
	Graphic and Video Production Technician		<b>Coordinator Licensing and Enforcement</b>
	Help Desk Technician		Cultural Assistant
	<b>Information Management Analyst</b>		Development Administrator
	Parks Administrator		<b>Landscape Design Technologist</b>
	Planner Analyst		<b>Museum Programmer</b>
	Property Tax Coordinator		Parks Technologist
	Senior Payroll Services Representative		<b>Planner 1</b>
	Telecom Technician		Project Coordinator, New Construction
	Theatre Technician		Recreation Assistant
	Vendor Contract and Portfolio Administrator		Recreation Assitant, Leagues
	Work Infrastructure Technician		Recreation Assistant, Youth Services
			<b>Revenue Services Specialist</b>
			Secretary Treasurer Committee Of Adjustment
			<b>Traffic Safety Specialist</b>
			Traffic Technician
			Transit Planner
			Transit Scheduler
			<b>User Experience Specialist</b>

**SCHEDULE "A"**

<b>GRADE 10</b>	<b>JOB TITLE</b>	<b>GRADE 11</b>	<b>JOB TITLE</b>
	Application Technologist		<b>AM System Integrity Analyst</b>
	Applications Support Analyst		<b>Accounting Analyst</b>
	Asset Management Application Analyst		Aquatic Coordinator
	<b>Building Automation Specialist</b>		Building Inspector 2
	Business Solutions Analyst		<b>Budget &amp; Systems Integrity Analyst</b>
	<b>Climate Action Officer</b>		Business Solutions Coordinator
	Coordinator, Audience and Artist Services		Capital Project Integrity Analyst
	<b>Corporate Asset Management Analyst</b>		Community Development Specialist
	<b>Corporate Records and EDMS Coordinator</b>		<b>Corporate Records, Freedom of Information &amp; Lottery Coordinator</b>
	<b>Council and Committee Service Coordinator</b>		Cultural Coordinator
	<b>Curator and Coordinator of Collections</b>		Development Construction Inspector
	Data Administrator		Economic Development and Research Officer
	Data and Information Technologist		Engineering Design Technologist - I
	<b>Elections Coordinator</b>		<b>Financial and Investment Analyst</b>
	Event Program Coordinator		Infrastructure Analyst
	Financial Analyst, Operating		Marketing & Development Coordinator
	<b>Forest Ecologist</b>		Mechanical <b>Building</b> Inspector 2
	Forestry Information Analyst		<b>Municipal Permit Technologist</b>
	Help Desk Technologist		<b>Network Security Administrator</b>
	<b>Inspector</b>		Recreation Coordinator
	Intermediate Architectural Plans Examiner		<b>Reserve Analyst</b>
	Intermediate Mechanical Plans Examiner		<b>Senior Climate Officer</b>
	Intermediate Buyer		Senior Environmental Policy Analyst
	Knowledge Analyst		Sustainable Transportation Support Coordinator
	Legal Party Chief		Traffic Operations Technologist
	Legislative Coordinator		Traffic Technologist
	Licensing Officer		<b>Urban Design Inspector</b>
	Mobile Compliance Officer		Water Resources Technologist
	Municipal Tree Inspector		Zoning Plans Examiner
	Operations Technologist		
	Pension and Benefits Specialist		
	Program Leader, Traffic Services		
	<b>Private Tree Protection Inspector</b>		
	<b>Procurement Specialist</b>		
	Research Policy Analyst		
	Road Corridor Technologist		
	Systems and Messaging Administration Analyst		
	Systems Operation Analyst		
	Taxation and Assessment Analyst		
	Technical Services Coordinator		
	Telecom Network Analyst		
	Transit Business Systems Coordinator		
	Tree Protection Inspector		

**SCHEDULE "A"**

<b>GRADE 12</b>	<b>JOB TITLE</b>	<b>GRADE 12</b>	<b>JOB TITLE</b>
	Application Development Coordinator	<b>con't</b>	Project Leader, Facilities
	Application Platform Coordinator		Project Leader, Interiors
	Application Support Coordinator		Project Leader Mechanical
	Architectural Plans Examiner		<b>Road Construction Coordinator</b>
	Assessment Review Officer		<b>Senior Database Administrator</b>
	Building Inspector I		Senior Network Administrator
	Business Analyst		<b>Senior Purchasing Coordinator</b>
	Construction Coordinator		Senior Systems Administrator
	<b>Data Scientist</b>		Senior Zoning Plans Examiner
	Development Coordinator		Urban Designer
	Development Engineering Technologist		Urban Forester
	<b>Environmental Engineer</b>		
	Fixed Asset Analyst		
	Help Desk Coordinator		
	Heritage Planner	<b>GRADE 13</b>	Building Engineer
	Internet Security Administrator		Data Architect
	Landscape Architect		Infrastructure Planning Engineer
	Mechanical Inspector I		Senior Economic Development Officer
	Mechanical Plans Examiner		Senior Planner
	Mechanical Plans Examiner (Plumbing)		Senior Project Leader, Infrastructure
	Municipal Standards Investigator		Traffic Engineer
	Planner		Transportation Engineer
	Policy Planner		Water Resources Engineer
	Project Leader, Accessibility		<b>Waterfront Development Coordinator</b>
	Project Leader Architectural		<b>Senior Urban Designer</b>
	Project Leader, Capital Projects		<b>Senior Security Administrator</b>
	Project Leader Electrical		<b>Senior Project Leader, Capital Projects</b>
		<b>GRADE 14</b>	
			No Positions

The Employer agrees that in respect of any position that was removed from the collective agreement during 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.

<b>SCHEDULE "B"</b>													
<b>Town of Oakville</b>													
<b>Effective February 16, 2023 until February 15, 2024</b>													
<b>CUPE 1329 2023 SALARY RANGES - ANNUAL &amp; BI-WEEKLY</b>													
<b>3.25% INCREASE EFFECTIVE FEBRUARY 16, 2023</b>													
<b>GRADE</b>	<b>STEP 1</b>			<b>STEP 2</b>			<b>STEP 3</b>			<b>STEP 4</b>			
	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>	
1	\$36,574	\$1,406.69	\$20.10	\$39,240	\$1,509.23	\$21.56	\$41,926	\$1,612.54	\$23.04	\$44,591	\$1,715.04	\$24.50	
2	\$39,139	\$1,505.36	\$21.51	\$42,003	\$1,615.52	\$23.08	\$44,866	\$1,725.63	\$24.65	\$47,731	\$1,835.79	\$26.23	
3	\$41,886	\$1,611.01	\$23.01	\$44,946	\$1,728.70	\$24.70	\$48,006	\$1,846.39	\$26.38	\$51,087	\$1,964.89	\$28.07	
4	\$44,808	\$1,723.38	\$24.62	\$48,085	\$1,849.41	\$26.42	\$51,344	\$1,974.77	\$28.21	\$54,643	\$2,101.66	\$30.02	
5	\$47,908	\$1,842.60	\$26.32	\$51,426	\$1,977.92	\$28.26	\$54,920	\$2,112.30	\$30.18	\$58,414	\$2,246.67	\$32.10	
6	\$51,759	\$1,990.73	\$28.44	\$55,532	\$2,135.84	\$30.51	\$59,323	\$2,281.66	\$32.60	\$63,096	\$2,426.77	\$34.67	
7	\$57,406	\$2,207.94	\$31.54	\$61,614	\$2,369.77	\$33.85	\$65,801	\$2,530.80	\$36.15	\$70,027	\$2,693.35	\$38.48	
8	\$63,075	\$2,425.96	\$34.66	\$67,698	\$2,603.75	\$37.20	\$72,318	\$2,781.46	\$39.74	\$76,940	\$2,959.22	\$42.27	
9	\$68,742	\$2,643.94	\$37.77	\$73,778	\$2,837.61	\$40.54	\$78,814	\$3,031.32	\$43.30	\$83,830	\$3,224.23	\$46.06	
10	\$74,412	\$2,862.00	\$40.89	\$79,861	\$3,071.59	\$43.88	\$85,313	\$3,281.26	\$46.88	\$90,761	\$3,490.81	\$49.87	
11	\$80,079	\$3,079.97	\$44.00	\$85,945	\$3,305.57	\$47.22	\$91,806	\$3,530.99	\$50.44	\$97,655	\$3,755.95	\$53.66	
12	\$85,765	\$3,298.67	\$47.12	\$92,044	\$3,540.15	\$50.57	\$98,304	\$3,780.94	\$54.01	\$104,587	\$4,022.58	\$57.47	
13	\$91,433	\$3,516.65	\$50.24	\$98,110	\$3,773.44	\$53.91	\$104,800	\$4,030.75	\$57.58	\$111,495	\$4,288.27	\$61.26	
14	\$97,101	\$3,734.67	\$53.35	\$104,189	\$4,007.26	\$57.25	\$111,300	\$4,280.78	\$61.15	\$118,389	\$4,553.41	\$65.05	

Town of Oakville												
Effective February 16, 2024 until February 15, 2025												
SCHEDULE "B"												
CUPE 1329 2024 SALARY RANGES - ANNUAL & BI-WEEKLY												
3.25% INCREASE EFFECTIVE FEBRUARY 16, 2024												
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	\$37,763	\$1,452.41	\$20.75	\$40,515	\$1,558.28	\$22.26	\$43,289	\$1,664.95	\$23.78	\$46,040	\$1,770.77	\$25.30
2	\$40,411	\$1,554.28	\$22.20	\$43,369	\$1,668.02	\$23.83	\$46,325	\$1,781.72	\$25.45	\$49,282	\$1,895.46	\$27.08
3	\$43,247	\$1,663.36	\$23.76	\$46,407	\$1,784.88	\$25.50	\$49,566	\$1,906.40	\$27.23	\$52,748	\$2,028.75	\$28.98
4	\$46,264	\$1,779.39	\$25.42	\$49,648	\$1,909.52	\$27.28	\$53,013	\$2,038.95	\$29.13	\$56,419	\$2,169.96	\$31.00
5	\$49,465	\$1,902.49	\$27.18	\$53,097	\$2,042.20	\$29.17	\$56,705	\$2,180.95	\$31.16	\$60,312	\$2,319.69	\$33.14
6	\$53,441	\$2,055.43	\$29.36	\$57,336	\$2,205.25	\$31.50	\$61,251	\$2,355.82	\$33.65	\$65,147	\$2,505.64	\$35.79
7	\$59,272	\$2,279.70	\$32.57	\$63,617	\$2,446.79	\$34.95	\$67,939	\$2,613.05	\$37.33	\$72,303	\$2,780.89	\$39.73
8	\$65,125	\$2,504.80	\$35.78	\$69,898	\$2,688.38	\$38.41	\$74,668	\$2,871.86	\$41.03	\$79,440	\$3,055.39	\$43.65
9	\$70,976	\$2,729.86	\$39.00	\$76,176	\$2,929.83	\$41.85	\$81,376	\$3,129.84	\$44.71	\$86,554	\$3,329.01	\$47.56
10	\$76,830	\$2,955.01	\$42.21	\$82,457	\$3,171.41	\$45.31	\$88,086	\$3,387.90	\$48.40	\$93,711	\$3,604.26	\$51.49
11	\$82,682	\$3,180.07	\$45.43	\$88,738	\$3,413.00	\$48.76	\$94,790	\$3,645.75	\$52.08	\$100,828	\$3,878.02	\$55.40
12	\$88,553	\$3,405.88	\$48.66	\$95,035	\$3,655.20	\$52.22	\$101,499	\$3,903.82	\$55.77	\$107,986	\$4,153.31	\$59.33
13	\$94,404	\$3,630.94	\$51.87	\$101,298	\$3,896.08	\$55.66	\$108,206	\$4,161.75	\$59.45	\$115,119	\$4,427.64	\$63.25
14	\$100,257	\$3,856.04	\$55.09	\$107,575	\$4,137.49	\$59.11	\$114,918	\$4,419.90	\$63.14	\$122,236	\$4,701.39	\$67.16

<b>Town of Oakville</b>													
<b>SCHEDULE "B"</b>													
<b>Effective February 16, 2025 until February 15, 2026</b>													
<b>CUPE 1329 2025 SALARY RANGES - ANNUAL &amp; BI-WEEKLY</b>													
<b>3.25% INCREASE EFFECTIVE FEBRUARY 16, 2025</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	\$38,990	\$1,499.61	\$21.42	\$41,832	\$1,608.93	\$22.98	\$44,695	\$1,719.06	\$24.56	\$47,536	\$1,828.32	\$26.12	
2	\$41,725	\$1,604.80	\$22.93	\$44,778	\$1,722.23	\$24.60	\$47,830	\$1,839.62	\$26.28	\$50,884	\$1,957.06	\$27.96	
3	\$44,653	\$1,717.42	\$24.53	\$47,915	\$1,842.89	\$26.33	\$51,177	\$1,968.36	\$28.12	\$54,462	\$2,094.69	\$29.92	
4	\$47,768	\$1,837.22	\$26.25	\$51,261	\$1,971.58	\$28.17	\$54,736	\$2,105.21	\$30.07	\$58,253	\$2,240.48	\$32.01	
5	\$51,072	\$1,964.32	\$28.06	\$54,823	\$2,108.57	\$30.12	\$58,548	\$2,251.83	\$32.17	\$62,272	\$2,395.08	\$34.22	
6	\$55,178	\$2,122.23	\$30.32	\$59,200	\$2,276.92	\$32.53	\$63,242	\$2,432.38	\$34.75	\$67,264	\$2,587.07	\$36.96	
7	\$61,199	\$2,353.79	\$33.63	\$65,684	\$2,526.31	\$36.09	\$70,147	\$2,697.97	\$38.54	\$74,653	\$2,871.27	\$41.02	
8	\$67,241	\$2,586.21	\$36.95	\$72,169	\$2,775.75	\$39.65	\$77,095	\$2,965.20	\$42.36	\$82,022	\$3,154.69	\$45.07	
9	\$73,283	\$2,818.58	\$40.27	\$78,651	\$3,025.05	\$43.21	\$84,021	\$3,231.56	\$46.17	\$89,367	\$3,437.21	\$49.10	
10	\$79,327	\$3,051.05	\$43.59	\$85,137	\$3,274.49	\$46.78	\$90,948	\$3,498.01	\$49.97	\$96,756	\$3,721.40	\$53.16	
11	\$85,369	\$3,283.42	\$46.91	\$91,622	\$3,523.92	\$50.34	\$97,870	\$3,764.24	\$53.77	\$104,105	\$4,004.05	\$57.20	
12	\$91,431	\$3,516.57	\$50.24	\$98,124	\$3,773.99	\$53.91	\$104,798	\$4,030.69	\$57.58	\$111,496	\$4,288.30	\$61.26	
13	\$97,473	\$3,748.95	\$53.56	\$104,590	\$4,022.70	\$57.47	\$111,722	\$4,297.01	\$61.39	\$118,860	\$4,571.54	\$65.31	
14	\$103,516	\$3,981.37	\$56.88	\$111,071	\$4,271.96	\$61.03	\$118,652	\$4,563.55	\$65.19	\$126,209	\$4,854.19	\$69.35	

<b>SCHEDULE "B"</b>												
<b>Town of Oakville</b>						<b>Effective February 16, 2026 until February 15, 2027</b>						
<b>CUPE 1329 2026 SALARY RANGES - ANNUAL &amp; BI-WEEKLY</b>												
<b>3% INCREASE EFFECTIVE FEBRUARY 16, 2026</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	\$40,160	\$1,544.60	\$22.07	\$43,087	\$1,657.20	\$23.67	\$46,036	\$1,770.63	\$25.29	\$48,963	\$1,883.17	\$26.90
2	\$42,976	\$1,652.94	\$23.61	\$46,121	\$1,773.90	\$25.34	\$49,265	\$1,894.81	\$27.07	\$52,410	\$2,015.77	\$28.80
3	\$45,993	\$1,768.95	\$25.27	\$49,353	\$1,898.18	\$27.12	\$52,713	\$2,027.41	\$28.96	\$56,096	\$2,157.53	\$30.82
4	\$49,201	\$1,892.34	\$27.03	\$52,799	\$2,030.73	\$29.01	\$56,378	\$2,168.37	\$30.98	\$60,000	\$2,307.70	\$32.97
5	\$52,604	\$2,023.25	\$28.90	\$56,468	\$2,171.83	\$31.03	\$60,304	\$2,319.38	\$33.13	\$64,140	\$2,466.93	\$35.24
6	\$56,833	\$2,185.90	\$31.23	\$60,976	\$2,345.23	\$33.50	\$65,139	\$2,505.35	\$35.79	\$69,282	\$2,664.68	\$38.07
7	\$63,034	\$2,424.40	\$34.63	\$67,655	\$2,602.10	\$37.17	\$72,252	\$2,778.91	\$39.70	\$76,893	\$2,957.40	\$42.25
8	\$69,259	\$2,663.80	\$38.05	\$74,335	\$2,859.02	\$40.84	\$79,408	\$3,054.15	\$43.63	\$84,483	\$3,249.33	\$46.42
9	\$75,482	\$2,903.14	\$41.47	\$81,011	\$3,115.80	\$44.51	\$86,541	\$3,328.51	\$47.55	\$92,048	\$3,540.32	\$50.58
10	\$81,707	\$3,142.58	\$44.89	\$87,691	\$3,372.72	\$48.18	\$93,677	\$3,602.95	\$51.47	\$99,659	\$3,833.04	\$54.76
11	\$87,930	\$3,381.93	\$48.31	\$94,371	\$3,629.64	\$51.85	\$100,806	\$3,877.17	\$55.39	\$107,229	\$4,124.18	\$58.92
12	\$94,174	\$3,622.07	\$51.74	\$101,068	\$3,887.21	\$55.53	\$107,942	\$4,151.61	\$59.31	\$114,841	\$4,416.94	\$63.10
13	\$100,397	\$3,861.41	\$55.16	\$107,728	\$4,143.39	\$59.19	\$115,074	\$4,425.92	\$63.23	\$122,426	\$4,708.68	\$67.27
14	\$106,621	\$4,100.81	\$58.58	\$114,403	\$4,400.12	\$62.86	\$122,212	\$4,700.46	\$67.15	\$129,995	\$4,999.82	\$71.43



**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;

**Chief, Deputy Chief**, Director and/or Assistant Director, and their Administrative Assistant;

**Managers, Supervisors, and** other positions exercising management functions including:

Business Process Analyst; **Strategic Business Advisor; Senior Business Process Analyst; Program Lead, Digital and Service Modernization; Corporate Strategy Program Advisor; Legislative Projects Advisor; Creative Services Advisor**; Assistant Clerk, Council, Committee and Public; Chief By-law Enforcement Officer; Senior Policy Analyst; Web Coordinator; Web **Editor; Web and Social Media Advisor**; Corporate Graphic Designer; Senior Financial Analyst; Senior Financial and Policy Analyst; Risk Management Coordinator/Adjuster; **Risk Management Claims Analyst**; Project Manager; Business Analyst; Senior ERP Business Analyst; Fleet Driver Trainer.


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 Recreation **and Culture** Aquatics' Section and the Oakville Theatre employed for more than twenty-four (24) hours per week not listed in Schedule A.


Signed this 3<sup>RD</sup>th day of MAY, 2024 at the Town of Oakville


For the Union

For the Corporation

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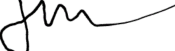
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Neil Gallant  
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Jim Barry  
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Dana Swan  
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Jonathan van der Heiden  
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**APPENDIX "A"**

**Standard-Contract CUPE  
1329 Temporary Staff  
Benefits Summary**

<b>ELIGIBLE TEMPORARY CONTRACT CUPE 1329 EMPLOYEES (PRE AGE 65 )</b>	
<b>EXTENDED HEALTH CARE</b>	
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.
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
<b>DENTAL</b>	
<b>Note: Payment is limited to the maximum fee level of the prior year's ODA fee schedule</b>	
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
<b>HEALTH SPENDING ACCOUNT</b>	
	\$700 (effective January 1, 2024) for the benefit year (per family), with 1 year roll over
<b>OTHER</b>	
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.).

**APPENDIX "C"**

**Letter of Understanding**

**between**

**Corporation of the Town of Oakville**

**and**

**Canadian Union of Public Employee and its Local 1329**

**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.**

**APPENDIX "D"**

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

**RE: 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 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.

**APPENDIX "E"**

**Letter of Understanding**

**between**

**Corporation of the Town of Oakville**

**and**

**Canadian Union of Public Employee and its Local 1329**

**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.**



**APPENDIX "F"**

**Letter of Understanding**

**between**

**Corporation of the Town of Oakville**

**and**

**Canadian Union of Public Employee and its Local 1329**

**RE: Vacation Service Date**

**Employees may receive service credit for relevant external broader public sector or private sector experience for vacation entitlement up to a maximum of seven (7) years of experience.**

**Current employees at time of ratification to provide evidence within sixty (60) days of date of ratification for a one-time adjustment to vacation service date. The Employer will review evidence and make decision and inform in writing within thirty (30) days.**

**The adjusted vacation service date will be effective January 1, 2024.**

**APPENDIX "G"**

**Letter of Understanding**

**between**

**Corporation of the Town of Oakville**

**and**

**Canadian Union of Public Employee and its Local 1329**

**RE: Market Adjusted Rates**

**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.**

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