

COLLECTIVE AGREEMENT

BETWEEN:



THE CORPORATION OF THE CITY OF VAUGHAN

-and-

CLERICAL AND TECHNICAL

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 905

April 1, 2010 – March 31, 2013

11125 (06)

CORPORATION OF THE CITY OF VAUGHAN
C.U.P.E. LOCAL 905 AGREEMENT
APRIL 1, 2010 TO MARCH 31, 2013

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CORPORATION OF THE CITY OF VAUGHAN
C.U.P.E. LOCAL 905 AGREEMENT
APRIL 1, 2007 TO MARCH 31, 2010

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THIS AGREEMENT entered into this 14th day of July, 2010.

BY AND BETWEEN:

**THE CORPORATION OF THE CITY OF VAUGHAN
(hereinafter referred to as the “Corporation”)**

OF THE FIRST PART

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 905
(hereinafter referred to as the “Union”)**

OF THE SECOND PART

ARTICLE 1 PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees and to provide machinery for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided.

ARTICLE 2 RECOGNITION

2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all permanent full time clerical and technical employees who are employed by the Corporation of the City of Vaughan in the classifications listed in Schedule “A” of the Collective Agreement, including classifications that are added to the bargaining unit from time-to-time. Temporary employees, as defined in Article 11.09, will not be covered by the Collective Agreement except as expressly provided for in Article 11.09.

2.02 The word “employee” or “employees” wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.

2.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

2.04 No agreement shall be made between an employee and a representative of the Corporation that conflicts with this agreement.

2.05 Persons whose jobs are not in the bargaining unit shall not perform any duty that is part of a bargaining unit position when there is a qualified bargaining unit member available except for instruction, demonstration or in case of emergency.

ARTICLE 3 MANAGEMENT FUNCTIONS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
- (c) maintain and enforce rules and regulations governing the conduct of the employees; and

- (d) generally to manage the Corporation and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in the Agreement.

3.02 The Corporation agrees that these functions shall only be exercised in good faith and in a manner consistent with the provisions of this Agreement.

ARTICLE 4 RELATIONSHIP

4.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, political affiliation, or membership or non-membership in the Union or because of activity or lack of activity in the Union.

The Corporation and the Union further agree that every employee has a right to be free from any reprisal or threat of reprisal for the rejection of such behaviour.

4.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Corporation, except as specifically permitted by this Agreement.

ARTICLE 5 UNION SECURITY

5.01 The Corporation agrees to deduct regular Union Dues, in the amount to be advised by the Union, from each pay due each calendar month from employees covered by this Agreement and to remit the same to the Treasurer of the Union not later than the twentieth day of the same month. A list of additions, deletions and changes will also be supplied.

5.02 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.

ARTICLE 6 REPRESENTATION

6.01 The Corporation will recognize a Grievance Committee composed of not more than two (2) of the six (6) employees selected by the Union to be known as "Stewards".

If during the term of the Agreement, utilization of new buildings require additional representation, the Corporation will discuss the same with the Union and consider recognition of additional Stewards.

- 6.02** Employees shall not be eligible to serve as members of the Grievance Committee until they have completed their probationary period.
- 6.03** The Union shall keep the Corporation notified in writing of the names of its currently authorized members of the Grievance Committee.
- 6.04** It is understood that Stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours they will not leave their work without first obtaining the permission of their immediate supervisor.

In obtaining such permission the Steward shall state his/her destination to his/her immediate supervisor and report again to him/her at the time of his/her return to work. In accordance with this understanding, Stewards dealing with employees' grievances during their regular hours of work shall not suffer any loss in pay.

- 6.05** The Union will supply the Corporation with the names of its officers. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 6.06** During orientation the City will provide all new employees with contact numbers for union executive and the Worker Co-chair of the Joint Workplace Health and Safety Committee, as provided to the City by the Union.
- 6.07** The Unit Chairperson or Vice-Chairperson of the Local unit shall be allowed up to two (2) days off per month (without pay) for Union business if requested and cleared through the Director of Human Resources. There will be no accumulation and this time off will not be charged to any accumulation e.g. vacation etc. to deal with union business.
- 6.08** The Corporation, upon reasonable notice of not less than three (3) weeks, shall grant leave of absence without pay and without loss of seniority upon request to employees elected or appointed to represent the Union at Union conventions, seminars or in preparation for collective bargaining. The Corporation shall pay the employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Corporation. The cumulative total of leave of absence granted for this purpose shall not exceed thirty-five (35) working days in any calendar year.

When so required by the Corporation to meet for the purposes of collective bargaining, the Corporation shall pay the employee's wages and benefits. These days shall not be included in the total of the accumulative thirty-five (35) days per year.

The Corporation will consider substitutions in the event that the employee granted leave is unable to utilize said leave. It is further understood that no more than two (2) employees from any one department or classifications shall be absent at the same time.

The Corporation may deny the request for leave of absence for one (1) person where two (2) apply from the same department or classification.

6.09 Alternate members of the Negotiating Committee who have been previously identified will also be granted leave, without pay, to participate in the one day of preparation.

- 6.10**
- a) Where an employee is elected or appointed to a full-time or part-time office within CUPE Local 905 or CUPE National or Provincial, the Employer may consider a request for an extended leave of absence and may grant such leave of absence. The Employer shall pay the employee's wages and benefits, however, it is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.
 - b) Upon 30 days written notice, the employee shall be returned to his/her former position, or to a position comparable to that in which he/she was employed before taking office.
 - c) The Employer will fill the resulting vacancy with a temporary employee for the length of the leave. The temporary employee will be laid off when the employee on leave returns and shall have no access to the bumping process.

ARTICLE 7 NO STRIKE NO LOCKOUT

7.01 The Union agrees that during the term of this Agreement there shall be no strikes. The Corporation agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 For the purpose of this Agreement a grievance shall be defined as any difference arising between the parties relating to the interpretation, application or administration of the Collective Agreement.

It is agreed that an employee does not have a grievance unless he/she has discussed the matter with his/her immediate supervisor within five (5) working days on which the circumstances giving rise to the complaint originated or occurred. The immediate supervisor shall reply to the employee within five (5) working days.

Failing settlement, it may then be taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence:

STEP NO. 1-

The employee, who may request the assistance of his/her Steward, may present his/her alleged grievance to his/her immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought; failing a settlement, the immediate supervisor shall deliver his/her decision in writing within five (5) working days following presentation of the grievance to him/her; then within five (5) working days after the decision is given:

STEP NO. 2-

The employee who may request the assistance of his/her Steward, may present his/her alleged grievance in writing to his/her Department Head; failing settlement, the Department Head shall deliver his/her decision in writing within five (5) working days following presentation of the grievance to him/her; then within five (5) working days after the decision is given:

STEP NO. 3-

The Union Grievance Committee may present the alleged grievance in writing to the City Manager or his/her appointee. A meeting will be held within ten (10) working days between the City Manager or his/her appointee and the Union Grievance Committee. A Staff Representative of the Union may be present at the request of the Union.

It is understood that the City Manager or his/her appointee shall have such counsel and assistance as he/she may desire at any meeting of the Grievance Committee. Failing settlement, the decision of the City Manager or his/her appointee shall be delivered to the Union in writing within ten (10) working days after the meeting takes place.

In the event that there is no immediate supervisor and/or where an employee's immediate supervisor and Department Head are one and the same person, Step No. 2 will be omitted and the written grievance will be submitted to the Department Head at Step 1 and if not settled, will proceed from Step No. 1 to Step No. 3.

- 8.02** Failing settlement and if the grievance is to proceed to arbitration such grievance shall be submitted to arbitration within thirty (30) calendar days from receipt of the written decision under Step 3.
- 8.03** Replies to grievances stating reasons shall be in writing at all stages.
- 8.04** It is agreed that a grievance arising directly between the Corporation and the Union shall be originated under Step No. 3 and the time limit set out with respect to that Step shall appropriately apply. It is further agreed that the Union may act on behalf of an employee who is unable to file a proper grievance initiating the grievance at the appropriate Step. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.
- 8.05** No adjustment under the Grievance Procedure or Arbitration Procedure shall be made retro-active prior to the date the grievance was formally discussed or presented to the Corporation under the Grievance except as to bookkeeping error involving an employee's wages and any grievance regarding discharge or suspension without pay will be deemed to have been filed on date of such suspension or discharge.
- 8.06** The grievor shall have the right to be present at all meetings held to resolve or discuss

his/her grievance.

8.07 It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement.

ARTICLE 9 DISCHARGE CASES

9.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his/her probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.

A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 3 prior to 12:00 noon on the fifth (5) working day after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Corporation's action in dismissing the employee;
- (b) reinstating the employee with payment to him/her for such time lost due to the discharge at his/her regular rate of pay for his/her normally scheduled work for such period less any amounts of money earned by the employee during such a period;
- (c) any other arrangement which may be deemed just and equitable.

ARTICLE 10 ARBITRATION

10.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request, in writing, addressed to the other party to this Agreement, and at the same time propose three (3) arbitrators for the other party to consider. Upon reaching agreement the parties to this Agreement will agree on a suitable date having regard to the arbitrators available dates.

10.02 No matter may be submitted to arbitration which has not been carried through all requisite steps of the Grievance Procedure.

10.03 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

10.04 The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

- 10.05** Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.
- 10.06** The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties of this Agreement.
- 10.07** A grievor or any employee with a legally vested interest, shall not lose any pay for regular time spent at an Arbitration Hearing. Necessary witnesses shall not lose any pay for the day(s) of testimony.

ARTICLE 11 SENIORITY

- 11.01** a) Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) In the event that an employee from the Hourly Rated unit of the City is moved into this bargaining unit, as a result of the application of any provision of either Collective Agreement, his/her previously held seniority shall be retained.

- 11.02** An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list until after he/she has completed six (6) months of continuous employment with the Corporation.

Upon completion of such probationary period the employee shall be placed on the seniority list with seniority based on the date of continuous service in a position within the scope of the collective agreement.

Any employee who is hired to a permanent position in the bargaining unit with no break in service shall upon successful completion of the probationary period have their temporary continuous service recognized when establishing their seniority date, however this shall only apply to service in a temporary position that is listed as a classification in SCHEDULE "A".

- 11.03** The Corporation shall maintain a seniority list showing the date upon which each employee commenced employment in the Bargaining Unit and the person's classification. An up-to-date seniority list shall be posted twice a year in January and July. A copy of such list shall be mailed to the Secretary of the Union at the same time.
- 11.04** Notwithstanding the provisions of 11.01, an employee shall lose all seniority and shall be deemed to have terminated his/her employment if he/she:
- (a) resigns or retires from the employ of the Corporation;

- (b) is discharged and is not reinstated;
- (c) is laid off for a period of more than twelve (12) months;
- (d) is absent from work without permission for three (3) consecutive working days unless a reasonable explanation is given by the employee;
- (e) fails to return to work upon termination of an authorized leave of absence unless a reasonable explanation is given by the employee or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a reasonable explanation is given by the employee;
- (g) is absent from work due to illness or disability which absence continues more than twenty-four (24) months.
- (h) while in receipt of workers' compensation benefits from the Workplace Safety and Insurance Board, has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than twenty four (24) months from the date of the injury.

11.05 For all permanent position vacancies intended to be filled, the Corporation shall post notices with the information as indicated in Schedule "C" on all bulletin boards for a period of one week and shall send a copy to the Unit Chairperson.

When it is known at the time of posting that the position will be reviewed within six (6) months of the posting date, then the words "under review" will be with the rate of pay on the posting.

The Corporation will interview internal applicants who meet the qualifications as outlined on the job posting. When there is no successful qualified applicant, the Corporation reserves the right to interview unqualified internal applicants who have applied for the posted position prior to interviewing external applicants.

For positions at Level G and above, the Corporation may choose to advertise the vacancy externally concurrent to the internal posting.

All current internal applicants who have applied for the position will be considered and a selection decision will be made prior to considering external applicants.

Employees who have completed their probationary period may make written application for such permanent job vacancy within such posting period. Employees will be limited to one lateral transfer in a twelve month period.

Every effort will be made to fill posted vacancies within one month of the closing date as noted on the job posting.

Employees who have been successful to posted positions who are required to remain in their current position will receive their new rate of pay no later than two weeks after accepting the new position.

It is understood that nothing in this Section restricts the right of the Corporation to temporarily assign an employee to a job currently posted on an acting basis until the posting procedure has been completed and arrangements made to permit the employee selected, if any, to fill the position.

11.06 Promotion shall mean a transfer to an occupational classification in the bargaining unit that is paid at a higher rate of pay.

In cases of promotion for positions below level G, the following factors shall be considered:

- (a) seniority;
- (b) qualifications and job efficiency.

Where two or more applicants qualify for the position, seniority shall govern.

In cases of promotion, (other than to positions outside the scope of the bargaining unit), for positions at level G and above, the following factors shall be considered:

- (a) posted qualifications;
- (b) demonstrated skills and abilities as required for the posted position;
- (c) satisfactory work performance with the Corporation where unsatisfactory performance is a matter of record in the Human Resources file.

Where two or more applicants are deemed to be equal under (a), (b) and (c), seniority shall govern.

The Corporation may, at its discretion, when there are no qualified internal applicants, promote an internal applicant with the potential to become qualified within a reasonable period of time.

Any employee so promoted will be given a trial period and may revert to his/her former position in accordance with Article 11.07 or if the required qualifications are not met within the agreed period of time.

11.07 TRIAL PERIOD

The successful applicant shall be notified within one month following the end of the posting period. He/she shall be placed on trial for a period of four months from the date of appointment to the new position.

In the event that the employee proves unsatisfactory in the position, during the trial period of four months, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority.

In the event that the employee wishes to return to his/her former position, he/she shall have the right to return to his/her former position within two months of the appointment date provided that he/she is appointed to the new position within one month of being

declared the successful applicant. The employee shall be returned to his/her former position, wage or salary rate, without loss of seniority.

Should the appointment date to the new position exceed one month from the date of notification, he/she shall have the right to return to his/her former position within four months of the appointment date.

During the trial period of 4 months the applicant is restricted from applying for other vacancies.

11.08 ACTING ASSIGNMENT

When required by the Corporation to act in a bargaining unit position at a higher classification level, the employee shall receive the rate of pay for the higher classification for all hours so assigned.

When required by the Corporation to act in a management position the employee shall receive a premium of one dollar (\$1.00) per hour above their regular straight time rate of pay or the minimum rate for the position, whichever is greater, for all hours so assigned. The individual designated as Supervisor, shall receive acting pay when:

- a) the work constitutes for the full portion of a workday preceding or following a lunch break or more and;
- b) the duties assigned to the individual designated Supervisor are beyond the individual worker duties, as prescribed by OHSa requirements; or
- c) the duties assigned to the individual designated as Supervisor are beyond the decision expectation parameters of the bargaining unit job description.

Employees temporarily acting in a management position shall receive written notification of the duration of reclassification exceeding one (1) week.

No employee shall be transferred to a position outside the bargaining unit without his/her consent. Except as provided in Article 11.01(b), if an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, but shall not accumulate any further seniority, provided that the employee returns to the bargaining unit within twelve (12) months. If the employee is not returned to the bargaining unit within the twelve (12) month period, all seniority shall be lost.

11.09 TEMPORARY EMPLOYEES

Temporary employees are hired to do temporary assignments for the following purposes:

- to replace a permanent employee on an approved absence, not to exceed 24 months duration
- to complete tasks resulting from work surge programs, not to exceed 6 months duration

In special circumstances a temporary assignment may be extended by mutual agreement by the Corporation and the Union.

The Union shall be notified in writing of the name, the position and the term of each temporary employee.

A temporary employee who has completed a temporary assignment may be re-employed in a temporary assignment after a 4 week break in service.

Temporary employees shall not be covered by any of the terms and conditions of this Collective Agreement except the established pay rates as set out in Schedule "A" and Holidays as set out in Article 16.01. Union dues will be deducted in accordance with Article 5.01.

Authorized work performed by a temporary employee in excess of their regularly scheduled work day or work week, work performed on a statutory holiday and work performed on a scheduled day off shall be paid at the rate of 1½ times the temporary employees straight time rate.

Vacation pay will be paid in accordance with the terms and provisions set out in the Employment Standards Act as amended from time to time.

With the agreement of the temporary employee, authorized hours worked in excess of the normal work day or work week may be accumulated at 1 ½ times for the purpose of paid time off. Such election shall be made in writing to his/her immediate Supervisor at the time worked. Time off will accumulate to a maximum of 35 hours paid time off per temporary assignment. A temporary employee cannot accrue additional paid time off during the same temporary assignment.

In the event that a temporary employee wishes to utilize authorized banked hours for the purpose of receiving pay for absence due to personal illness, the temporary employee is required to advise his/her immediate Supervisor at the time that they report their absence due to illness.

Scheduling of banked hours for reasons other than personal illness, shall be at the discretion of the Corporation during the temporary assignment and may be requested by the temporary employee and approved by the Corporation. In the event that the time is not taken, the temporary employee will receive pay for the outstanding time with the final

pay at the end of the temporary assignment.

Notwithstanding the above, additional authorized hours worked in excess of 35 hours per week will be paid at the rate of time and one half.

- 11.10** In cases of layoff and recall from layoff, seniority shall govern providing the remaining employees have the qualifications to perform the work available. It is understood, however, that probationary employees shall be first laid off. Unless legislation is more favourable to the employees the Corporation shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of any layoff which is expected to exceed 15 working days. If employees have not had the opportunity to work the said thirty (30) calendar days, they shall be paid for the days on which work was not made available.

No new employee will be hired to perform work that an employee on layoff is capable of performing.

Every effort will be made to find alternative work for any employee who is prevented from carrying out his/her normal duties due to circumstances beyond his/her or the Corporation's control.

- 11.11** The Union Chairperson will be notified of all changes within the bargaining unit, including promotions, demotions, hirings, transfers, resignations, retirements, other terminations of employment, or any proposed lay off or recalls from lay off.
- 11.12** The Corporation will provide on-the-job training where feasible, so that an employee shall have the opportunity to receive training and qualify for a promotion or transfer in the event of a vacancy arising. Accordingly, an employee shall be allowed an opportunity to learn the work of higher or equal positions, during regular working hours, by working together with qualified employees for temporary periods without affecting the pay of the employees concerned. Such time allotted for training shall be at the discretion of the Corporation. Opportunities for training shall be based on the employee possessing the ability to perform the work, meeting the academic qualifications and the seniority of the employee.
The request must be submitted to the Human Resources Department in writing. A written response will be forwarded to the employee within one month of receipt of such request.
- 11.13** Human Resources will accept resumes from employees during the month of January each year. The employee shall identify a maximum of three (3) classifications of interest within their Commission or Department.
The resumes will be kept on file until February the following year and will be used to identify bargaining unit members who are interested in temporary assignments greater than 10 weeks duration.

Internal resumes, as noted above, will be given preference prior to external applicants.

ARTICLE 12 LEAVE OF ABSENCE

12.01 The Corporation may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons.

All requests for such leaves of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leave as soon as practicable. It is understood that where such leave exceeds one month there will be no accumulation of sick leave or vacation entitlement for that period subject however, to the Employment Standards Act where leave is granted under ~~12.04~~. **12.03**

12.02 In the event of a death in the immediate family of an employee covered by this Agreement, the Corporation agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for any absence up to a period of five (5) days for the purpose of making arrangements for or attending at the funeral. Immediate family shall mean father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, ward or guardian. Employees will be granted one (1) day's leave on the same basis in the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, or first generation niece or nephew.

12.03 PREGNANCY LEAVE/PARENTAL LEAVE

- (a) Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant employee who has completed thirteen (13) weeks employment will be granted leave in accordance with the Employment Standards Act.
- (b) Unpaid Parental Leave shall be in accordance with the Employment Standard Act. eg. to a maximum of 35 or 37 weeks as appropriate.
- (c) The following provisions apply to Parental and Pregnancy Leave:
 - (i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer, unless the employee elects in writing not to do so.
 - (ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.
 - (iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to their leave.
 - (iv) **All** written notifications will be in accordance with the Employment Standards Act, time limits.
- (d) The employee shall provide the Corporation with at least two weeks notice in writing of his/her date of return to work.

- (e) On returning from maternity leave, he/she shall be placed in his/her former position. If the former position no longer exists, he/she shall be placed in a job in his/her last job classification and department.

ARTICLE 13 BULLETIN BOARDS

- 13.01** The Corporation will provide bulletin board space in an area designated by the Corporation for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union.

ARTICLE 14 WAGES

- 14.01** The Corporation shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

- 14.02** A statement of earnings shall be provided to all employees. Employees who, as at April 22, 2004 are receiving payment by cheque will continue to do so for the term of this collective agreement.

- 14.03** The City will provide mileage reimbursement at the rate set by Council for the Corporation.

ARTICLE 15 HOURS OF WORK

- 15.01** The normal work week shall consist of 35 hours per week and the normal work day shall consist of 7 hours excluding the lunch period. The normal hours of work shall be between 08:30 and 16:30, Monday to Friday with up to one hour for lunch between 12:00 noon and 14:00 except for the Clerk Dispatcher who shall work between 08:00 and 16:00 hours. It is understood and agreed that employees prevented from completing their lunch period by 14:00 shall be permitted to extend such lunch period beyond 14:00 provided the situation is made known in the department.

In the event any change in the starting and quitting times is found necessary, the Corporation will discuss such change with the Union.

- (a) It is agreed that the Recreation and Culture and Access Vaughan Departments will not be confined to the 8:30 to 16:30 **shift**, Monday to Friday.
- (b) The parties agree that hours of work may be extended beyond those described in 15.01 above to a maximum of 07:30 to 17:30 subject to the following conditions:
- 1) Schedules will be established after discussion with the employees who normally do the work.
 - 2) Assignment to start at 7:30/8:30 a.m. or finish after 16:30/17:30 shall be made by;

- a) asking for volunteers from the employees who normally do the work
 - b) in the event that there are insufficient volunteers, assignment shall be in reverse order of seniority (from those who normally do the work).
- 3) In implementing this article, the provisions of Article 15.06 (7)(b) do not apply.
 - 4) No other provisions of the Collective Agreement will be compromised by the implementation of more flexible work hours.

However, if the above positions are scheduled to work other than the above shift times or duration the following conditions shall apply:

1. Work schedules shall be prepared and posted at least two (2) weeks in advance.
2. The normal work week shall consist of 35 hours per week.
3. There shall be no split shifts.

It is understood that nothing in this Article guarantees hours of work to be made available or pay for hours not worked except as otherwise specifically provided in this Agreement.

15.02 Authorized work performed in excess of the employee's normal work week or normal work day as defined in the Section 15.01 above will be paid at the rate of 1½ times the employee's regular straight time hourly rate.

Employees will be entitled to lieu days for authorized work on Statutory Holidays that fall on scheduled days off as per the Employment Standards Act 2000.

15.03 Any employee who is required to work overtime of three (3) hours or more, immediately prior to or following that day's regularly scheduled shift shall be provided with an adequate meal or payment in lieu thereof in the amount of \$9.00, and shall be allowed time off without pay, of up to one hour to obtain a meal.

Where an employee has been provided with at least eight hours notice of the requirement to work overtime, the meal allowance will not apply.

15.04 An employee who has left the Corporation's premises and who is called in to work outside his/her regular scheduled hours shall be compensated at the applicable overtime rate for all hours worked with a minimum guarantee of two and one-half (2½) hours.

However, if an employee reports to work less than 2 ½ hours prior to the commencement of his/her scheduled shift, the minimum 2 ½ hour guarantee will not apply, and the employee will receive the applicable overtime rate for those hours worked prior to the commencement of his/her scheduled shift.

Should a second call-in occur within the first 2 ½ hour guarantee period, it will constitute a continuation of the original call-in period and a second 2 ½ hour guarantee will not apply. All hours worked shall be compensated at the applicable overtime rate.

The minimum guarantee shall be applicable for only two (2) separate call-ins in any 24 hour period. For any subsequent call-ins, an employee shall be eligible only for appropriate hourly rate for all hours actually worked.

15.05 OVERTIME

- (a) When overtime is worked, an employee may elect to take time off at double time rate or pay at the appropriate 1½ times rate. Such election shall be made at the time worked. Authorized work performed by an employee in excess of their regularly scheduled work-day or work week shall be paid at the rate of 1½ times the Employee's straight time rate.
- (b) Authorized work performed by an employee on a statutory holiday or scheduled day-off shall be paid at the rate of 1½ times the employees straight time rate.
- (c) The opportunity to work overtime shall be equitably distributed among those employees who normally perform the work.
- (d) The Corporation shall, whenever practical, offer overtime work to qualified full-time employees who normally perform the work before offering such overtime to temporary employees.
- (e) It is understood that overtime under this Article shall not be pyramided. Such time off may accumulate to a maximum 70 hours per employee for the year.

The time off will be taken by March 31st of the following calendar year at a time mutually acceptable to the employee and his/her Supervisor and such agreement will not be unreasonably withheld.

In the event no mutually acceptable time can be agreed to by December 1st, or in the event that the time is not taken, the employee will receive pay at the applicable overtime rate for the outstanding time with the last pay of the year.

15.06 SHIFTS

It is recognized by the parties that from time to time it may be necessary, due to the

nature of the Corporation's operations to place certain weekly salaried day working employees on shift work. Where this occurs, the following provisions will apply:

- 1) Shift work shall not be implemented for a period of ten (10) working days or less. If the working period is ten (10) days or less, the appropriate premium rate will be paid for the minimum ten (10) day period.
- 2) The Corporation will provide fifteen (15) working days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
- 3) Such a placing on shift work shall not deprive an employee of their total number of normal scheduled weekly hours.
- 4) Shift work will be scheduled on a Monday to Friday basis.
- 5) The appropriate overtime rate shall apply when an employee works in excess of seven hours a day or 35 hours per week. Article 15.02 shall establish the employees appropriate overtime rate.
- 6) No employee shall be required to work a shift schedule against their wishes when other employees are available to perform the required work. If the numbers willing to work the shift are insufficient the shift work will be assigned in a fair manner among the other qualified employees.
- 7) The following shift differentials shall apply:
 - a) \$.75 per hour to employees scheduled to start work between the hours of 12:00 and 21:00.
 - b) \$.85 per hour to employees scheduled to start work between the hours of 21:00 and 08:00.

(Any employee that commences their work day at 08:00 will not be entitled to shift differential).
- 8) No split shifts.

ARTICLE 16 STATUTORY HOLIDAYS

16.01 Employees shall be entitled to the following holidays with pay:

| | |
|----------------|------------------|
| New Year's Day | Good Friday |
| Victoria Day | Dominion Day |
| Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day |
| Easter Monday | Civic Holiday |

In addition the last scheduled working days before Christmas Day and New Year's Day shall be half holidays with pay. In addition to the above, employees on staff prior to February 28th will be entitled to one floating holiday provided it is taken between March 1st and December 31st in the same year. In the event of a new holiday being proclaimed to take place during January or February by the Federal Government, that day will take the place of the floating holiday.

16.02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday or half holiday, at this regular straight time rate of pay.

16.03 In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence satisfactory to the Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.

16.04 Any employee required to work on a holiday shall be paid for all authorized work performed on such holiday at 1½ times his/her straight time rate of pay for all hours worked in addition to his/her holiday pay.

16.05 Any employee scheduled to work on a holiday who does not report for work shall forfeit his/her holiday pay except in cases of excused absence satisfactory to the Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.

16.06 In the event that any of the above holidays fall on a Saturday or Sunday, the Friday or Monday shall be considered as the Statutory holiday for the purpose of this Agreement.

ARTICLE 17 VACATIONS

17.01 Employees shall be entitled to the following annual vacation with pay. All entitlement will be calculated as of **the employee's anniversary date** in each year except as provided in 17.04.

17.02 All employees who have completed their probationary period and who have one (1) year or less of continuous service as of **their anniversary date** in any year shall be entitled to

vacation with pay in the amount of 7 hours for every month worked up to a maximum of 70 hours.

17.03 All employees with more than one (1) year but less than three (3) years continuous service as of **the employee's anniversary date** in any year shall be entitled to 70 hours vacation with pay and thereafter as follows:

After 3 years service 105 hours
After 8 years service 140 hours
After 14 years service 175 hours
After 21 years service 182 hours
After 22 years service 189 hours
After 23 years service 196 hours
After 24 years service 203 hours
After 25 years service 210 hours

17.04 Employees who have completed their probationary period and who leave the employ of the Corporation shall be entitled to vacation pay based on the length of continuous service as set out above in such proportion as their service in months for which no vacation pay has been given bears to twelve (12) months.

17.05 In the event that a holiday falls within the vacation period of any employee who has completed his/her probationary period, his/her vacation may at the employees discretion be extended by an additional 7 hours.

17.06 Vacation entitlement up to 35 hours maximum unused at June 30th in any year will be placed in reserve for future use, the reserve may not accumulate to more than 35 hours in any year.

Vacation in excess of 105 hours in an unbroken period will be granted at a time mutually agreed between the employee and the Corporation.

17.07 Choice of vacation periods by seniority ends at March 31st thereafter employees may select their vacation period with the consent of their foreperson or supervisor, notwithstanding the fact that other more senior employees have not chosen their vacation.

17.08 Each employee shall receive an annual statement in March of vacation and sick leave credits,

ARTICLE 18 SICK LEAVE

18.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are ill except as provided in Section 18.01(e) and 18.04 sick leave shall be granted to full time employees covered by this Agreement on the following basis:

- (a) Full-time employees shall, while receiving full pay, accumulate sick leave credits at the rate of 10.5 hours per month to a total of 126 hours after one year's service.
- (b) All unused sick leave may be accumulated to the credit of an employee up to a maximum of 1960 hours.
- (c) An employee may be required to produce a certificate from a qualified medical practitioner for any absence of less than three (3) days duration due to accident or illness. Where this is required, the employee shall be advised at the time that they notify the employer of their absence, or as soon as reasonably possible thereafter. However, in all cases of **absence due to** accident or illness of three (3) days duration **or more**, the accident or illness shall be proven by a certificate from a qualified medical practitioner. The above certificates must be produced by the employee prior to returning to work.

Notwithstanding the above, in the event that an employee has been notified in writing respecting their individual requirements to provide medical certification for their absence, the employee will be expected to comply with the written expectations as outlined in the written notice.

- (d) Employees who, during their first two (2) years of service suffer a serious illness, will be allowed to overdraw their sick leave accumulation to a maximum of 105 hours. The seriousness of the illness and the need for the time off shall be confirmed in writing by a physician.
- (e) Employees who require time off from work for critical personal needs, may after notifying the Supervisor and with the Agreement of their Department Head, use up to a maximum of 21 accumulated sick hours per year for such purposes.

This time off should only be granted for such reasons as serious illness of the spouse or child, religious holidays, house fire, etc.

18.02 The Corporation will provide Long Term Disability Insurance (L.T.D.) for all employees which will provide an income for disabled employees of 75% of their regular pay after a waiting period of 833 hours. The Corporation will pay the entire premium for this insurance coverage. If an employee who qualifies for L.T.D. benefits so chooses, he shall be allowed to use sick leave credits to a maximum of **six** (6) months or his/her total sick leave accumulation whichever is the lesser prior to being placed on L.T.D. Benefit payments shall be adjusted annually on each January 1st by the increase in the all-item Consumer Price Index for Toronto in the preceding twelve-month period.

18.03 It is understood that sick leave is not applicable where leave is granted under Section **12.03**

18.04 **SUPPLEMENT OF WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS**

Full time employees who are injured on the job and whose Workplace Safety and Insurance Board claim is approved, shall be paid their normal salary, exclusive of standby, overtime pay etc., for such period of time as they would have received full pay for illness not related to their work.

Employees with less than 175 hours sick leave accumulation shall be deemed to have 175 hours sick leave standing to their credit for the purpose of this Article.

ARTICLE 19 GENERAL

19.01 Correspondence arising under the provisions of this Agreement, except where otherwise provided, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Unit Chairperson, (with a copy sent to the Union Secretary of Local 905) and, if to the Corporation, to the Director of Human Resources (with a copy to the City Manager).

19.02 The Corporation agrees to provide each new employee covered by this Agreement with a copy of the Collective Agreement. The cost of printing the Agreement in book form shall be paid 50% by the Corporation and 50% by the Union.

19.03 JOB DESCRIPTIONS

The Corporation agrees to draw up job descriptions:

- 1) for all positions for which the Union is bargaining agent
- 2) whenever a job is created within the Unit
- 3) whenever the duties of a job change substantially

These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection or a request for discussion within thirty (30) days. There shall be an up to date job description and rating prior to the posting of any position.

19.04 Existing classifications as set out in Schedule "A" shall not be eliminated or changed without prior agreement with the Union.

Changes to classification title will only occur at the time of printing of a new agreement and with the consent of all parties. Job description or evaluation will not be thereby affected by this clause.

19.05 (i) Where the Corporation has determined that a new classification is required or where the Corporation has made substantial changes, or where the Union believes the Corporation has made substantial changes in the duties of an existing classification and has established the rate for such job, the Corporation will meet with the Union, upon its written request, within thirty (30) days of the request for

such meeting being made by the Union to evaluate same through joint job evaluation with the Union.

(ii) **Job Evaluation**

- (a) The Joint Job Evaluation committee exists for the purpose of uniformly evaluating and appraising job classification according to the Job Evaluation Manual used for Pay Equity.
- (b) The Committee shall be composed of six (6) members: three (3) to represent the Corporation and three (3) to represent the Union. Each party shall elect or appoint their own representative and so notify the other party.
- (c) All decisions of the Committee shall be by majority.
- (d) A quorum shall be six (6) members of the Committee.
- (e) Subject to the completion of the single step review process, decisions made by the Joint Job Evaluation Committee shall be binding upon the Corporation, the Union and the employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement.

19.06 Where the Corporation has made substantial changes in any job and the Union requests a review of the position classification, such request will be reviewed by the Job Evaluation Committee within nine (9) months. Any resulting reclassification shall be effective no later than nine (9) months following the request.

Notwithstanding, the incumbent(s) of the position may request a verbal update on the status of the request for review of the position classification at any time, the Corporation will provide a written update to the incumbent(s) when the request for review is not dealt with within nine (9) months.

19.07 The Corporation agrees, during the term of the Agreement, to provide certain clothing to employees covered by this Agreement on the basis set out in Schedule "B" attached hereto. It is understood that such clothing shall remain the property of the Corporation and shall be worn by employees while on duty and not otherwise. Employees must return such clothing on termination of employment or where replacement is requested.

Employees working in areas where safety footwear is required, will provide their own appropriately rated safety footwear, (green patch standard) and they will be reimbursed, upon submission of proof of purchase, the cost up to

Effective July 28, 2010 \$190.00

Effective April 1, 2011 \$200.00

Effective April 1, 2012 \$210.00

every two years, (with no breakdown).

19.08 The Employer agrees to notify the Union as far in advance as possible before introducing any technological changes which effect the rights of employees, conditions of employment, wage rates, or work loads.

If and when the Employer should alter the work methods now in effect, no employee shall have their employment terminated by reason thereof.

Any job training required by reason of technological change shall be without loss of pay, but in any event no incumbent shall suffer a loss in wages by reason of technological change.

19.09 Each employee shall receive an annual statement in March of vacation and sick leave credits.

ARTICLE 20 JURY DUTY

20.01 An employee required to serve as a Juror or subpoenaed by the Crown as a witness and who, therefore, is unable to perform his/her regular shift shall be entitled to receive for each day of absence the difference between his/her regular straight time rate for all hours lost and the amount of jury fee received provided the employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee received during the normal work week.

ARTICLE 21 BENEFITS

21.01 (i) The Corporation agrees, during the term of this Agreement, to pay the billed premiums for the present coverage of the following plans for each eligible employee in the bargaining unit and in the active employ of the Corporation:

- (a) Ontario Employer Health Tax (OHIP)
- (b) Life Insurance (1½ times annual salary) with minimum amount of coverage at \$60,000
- (c) A.D.D. (1½ times annual salary)
- (d) L.T.D. (75% monthly earnings max. \$4,000.00 per month, indexed)
- (e) Dental Insurance
2008 ODA fee schedule – effective **July 28, 2010**
2009 ODA fee schedule – effective **April 1, 2011**
2010 ODA fee schedule – effective **April 1, 2012**
Orthodontics (50%) - \$3,000 lifetime maximum per family member
Crowns, Inlays, and Caps (50%) - \$1,500 annual maximum per family member
- (f) Prescription Drugs: Prepaid with card and \$3.00

- (g) Vision Care: **\$325.00** each 24 months **from July 28, 2010**
\$350.00 each 24 months **from April 1, 2012**
(with no breakdown) – includes eye exam and laser eye surgery
- (h) Healthguard services including hearing aids (**hearing aids coverage to \$750.00 every four (4) years**) and other services and supplies
Major Medical deductible - \$25.00/single coverage - \$50.00/family coverage

Other adjustments to benefits:

- No per visit max except as is reasonable and customary as determined by the Carrier.
- Chiropractic/Massage - \$500.00 annual maximum combined
- All other paramedical - \$500.00 annual maximum combined
- **Include acupuncture in paramedical coverage**

21.01 (ii) Optional Life Insurance – Cost to employee from options available from benefits carrier.

21.02 The Corporation will retain the entire premium reduction granted by the Unemployment Insurance Commission because of the Corporation's sick leave plan to be applied against the Corporation's cost of benefits.

21.03 Temporary employees will not be eligible for coverage in items (b) to (i) in 21.01 above, and may not participate in OMERS.

21.04 RETIREE BENEFITS

Retiree Benefits for retirees with a minimum of five (5) years continuous service with the City of Vaughan, who retire under the O.M.E.R.S. Plan will be covered for:

- a) Life Insurance at \$10,000.00
- b) Visioncare at \$250.00 every 24 months
- c) Basic Dental plan at 2002 O.D.A. fee schedule
- d) Prescription Drug Coverage 90% reimbursement for all eligible drugs on submission of claim.

ARTICLE 22 DURATION

22.01 This Agreement shall be in effect from **April 1, 2010 until March 31, 2013** and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

22.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

22.03 With respect to negotiations referred to in Section 22.02 above, the Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than two employees in the bargaining unit plus the Union Chair or his/her designate. Members of the Committee shall not suffer any loss of pay or benefits for normal work hours involved in negotiations or one day for preparation. A Staff Representative of the Union may be present at the request of the Union.

ARTICLE 23 ENFORCEMENT SERVICES DEPARTMENT

Despite any other provision in this collective agreement relating to Hours of Work, Clothing Issue, Shifts, Vacation and Statutory Holidays, the following language contained in Article 23.00, will apply specifically to the positions listed below.

23.01 Enforcement Services Department Staff include, but may not be limited to, the following bargaining unit classifications:

Clerical: Clerk Typist D
Parking Control Coordinator
Administrative Co-ordinator

Field Operations: By-Law Enforcement Officer
Parking & Sign Enforcement Officer
Special Enforcement Officer
Licensing Enforcement Field Officer

Including classifications that are added to the bargaining unit from time to time.

23.02 HOURS OF WORK

- a) Where operationally required the regular work day is subject to a variation in hours such that it extends in excess of seven (7) hours in a day or thirty-five (35) hours in a week. All hours will be paid at the employee's regular straight time rate of pay.
- b) The regular work day is subject to a variation in hours, such that, the hours of work will extend before 7:00a.m. and after 7:00p.m. seven days of the week, based on the operational needs of the corporation.
- c) Where the shift rotation for averaging of work hours exceeds 4 weeks, no employee will be scheduled to work more than 40 hours in a seven day period.
- d) In the event that any change in the starting and quitting times is found necessary, the Corporation will discuss such change with the Union as far in advance as possible.

23.03 SHIFT WORK

Shift work will be assigned within the individual work units, in a fair and equitable manner. The scheduled rotations will meet operational requirements. All field operations employees will be scheduled to work rotating shifts on a regular basis. Management will endeavor to post individual work unit schedules as far in advance as possible, but no less than four (4) weeks prior. Prior to any change to the scheduled rotation, management will advise the employee accordingly and notify the union. It is understood that shift differentials will be paid in accordance with Article 15.06.

All employees assigned to clerical duties may be assigned to rotating shifts. The employee will be provided 3 months written notice prior to the implementation of shift work.

23.04 ATTENDANCE AT COURT

In the event that an employee is required to attend court on a scheduled day off, management will shift scheduled days off to ensure that the employee receives two consecutive days off.

**23.05 LIEU TIME/VACATION/SICK LEAVE
STATUTORY HOLIDAY ENTITLEMENT**

Lieu time, vacation time, sick leave and pay for statutory holiday shall be calculated and paid out on an hourly basis.

Pay for statutory holidays will be based on an annual schedule of work of 1820 hours. Ten statutory holidays will be paid based on seven hours per day.

23.06 STATUTORY HOLIDAYS

Field operations employees who are scheduled to work on the last scheduled working day before Christmas Day and New Year's Day will not be entitled to the half-day holiday.

The Corporation will designate one (1) day off in lieu of the half day holidays to be taken with Christmas Day, Boxing Day or New Years Day.

23.07 CLOTHING ISSUE

At the discretion of the Corporation, all such clothing and other sundry items may be replaced or repaired as necessary.

The Corporation agrees that during the term of the collective agreement to provide the following clothing as indicated below. Each new Parking & Sign Enforcement Officer and Special Enforcement Officer, shall be provided with the following articles of clothing:

- (a) five (5) shirts
- (b) three (3) pairs of pants

- (c) one (1) jacket
- (d) other sundry items as deemed to be required by Management

Annually, upon request, each Parking & Sign Enforcement Officer, Special Enforcement Officer and Licensing Enforcement Field Officer, is entitled to additional clothing:

- (a) three (3) shirts
- (b) one (1) pair of pants

Each By-Law Enforcement shall receive as required:

- (a) one (1) jacket

All such clothing shall be replaced or repaired, as necessary, at the discretion of the Corporation.

It is understood that such clothing shall remain the property of the Corporation and shall be worn by employees while on duty and not otherwise. Employees must return such clothing on termination of employment or replacement is requested.

23.08 DESIGNATED TEAM LEADER

An employee who does not normally supervise other employees but is designated as the unit Team Leader shall receive a premium of \$1.00 per hour for all hours worked so designated.

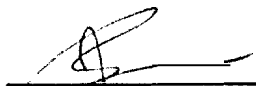
DATED at Vaughan this

day of

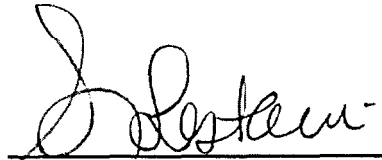
, 2010.

**THE CORPORATION OF THE
CITY OF VAUGHAN**

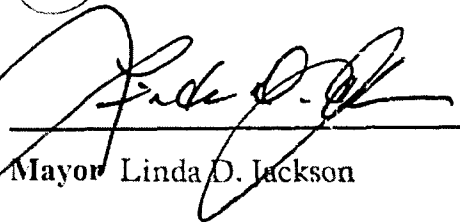
**CANADIAN UNION OF
PUBLIC EMPLOYEES AND
ITS LOCAL 905**



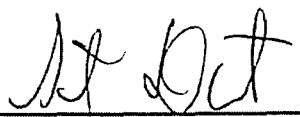
City Clerk JEFFREY A. ABRAMS



Unit Chairperson



Mayor Linda D. Jackson



Representative

CITY OF VAUGHAN
APPROVED BY COUNCIL
DATE August 10, 2010
BY-LAW -
ITEM Min. No. 140-SPCL
INITIAL DA

SCHEDULE "A"
CLERICAL AND TECHNICAL

| | Start | Year 1 | Year 2 | Date |
|--|----------------|----------------|----------------|-----------------|
| <u>Level M</u> | 2759.89 | 2862.51 | 2969.57 | Apr 1/10 |
| | 2794.39 | 2898.29 | 3006.69 | Oct 1/10 |
| | 2822.33 | 2927.27 | 3036.76 | Apr 1/11 |
| | 2878.78 | 2985.82 | 3097.50 | Oct 1/11 |
| | 2965.14 | 3075.39 | 3190.43 | Apr 1/12 |
| <u>Level L</u> | 2653.73 | 2752.42 | 2855.36 | Apr 1/10 |
| Architectural Technologist | 2686.90 | 2786.83 | 2891.05 | Oct 1/10 |
| Planner | 2713.77 | 2814.70 | 2919.96 | Apr 1/11 |
| Planner, Committee of Adjustment | 2768.05 | 2870.99 | 2978.36 | Oct 1/11 |
| Senior Building Inspector | 2851.09 | 2957.12 | 3067.71 | Apr 1/12 |
| Senior Engineering Assistant | | | | |
| Senior Engineering Assistant (PW) | | | | |
| <u>Level K</u> | 2551.68 | 2646.55 | 2745.52 | Apr 1/10 |
| Building/Plumbing Inspector | 2583.58 | 2679.63 | 2779.84 | Oct 1/10 |
| Cultural Heritage Co-ordinator | 2609.42 | 2706.43 | 2807.64 | Apr 1/11 |
| Landscape Architect | 2661.61 | 2760.56 | 2863.79 | Oct 1/11 |
| Programmer/Analyst | 2741.46 | 2843.38 | 2949.70 | Apr 1/12 |
| Senior Plans Examiner | | | | |
| Senior Zoning Examiner | | | | |
| Senior Transportation Analyst | | | | |
| Urban Designer | | | | |
| <u>Level J</u> | 2477.38 | 2569.47 | 2665.54 | Apr 1/10 |
| Active Living Coordinator | 2508.35 | 2601.59 | 2698.86 | Oct 1/10 |
| Aquatic Co-ordinator | 2533.43 | 2627.61 | 2725.85 | Apr 1/11 |
| Arts Co-ordinator | 2584.10 | 2680.16 | 2780.37 | Oct 1/11 |
| Community Development Coordinator | 2661.62 | 2760.56 | 2863.78 | Apr 1/12 |
| Community Development Coord. Marketing | | | | |
| Engineering Technologist-Development | | | | |
| Engineering Technologist- Capital | | | | |
| Fitness Co-ordinator | | | | |
| Fitness & Sport Programmer | | | | |
| Municipal Services Inspector | | | | |

Planner 1
 Plans Examiner I (Buildings)
 Plans Examiner/Inspector Mech. & Plumbing
 Recreation Programmer/Special Needs
 Recreation Programmer
 Senior By-Law Enforcement Officer
 Senior Traffic Technologist
 Transportation Analyst
 Utility Co-ordinator
 Youth Outreach Worker

| | Start | Year 1 | Year 2 | Date |
|---|--------------|---------------|---------------|-----------------|
| <u>Level I</u> | 2342.45 | 2428.80 | 2518.95 | Apr 1/10 |
| Accountant | 2371.73 | 2459.16 | 2550.44 | Oct 1/10 |
| Applications Expeditor (Permits) | 2395.45 | 2483.75 | 2575.94 | Apr 1/11 |
| Aquatic Programmer | 2443.36 | 2533.43 | 2627.46 | Oct 1/11 |
| Assessment Clerk | 2516.66 | 2609.43 | 2706.28 | Apr 1/12 |
| Buyer | | | | |
| By-Law Enforcement Officer | | | | |
| Capital Finance Accountant | | | | |
| Engineering Assistant | | | | |
| Fitness Programmer | | | | |
| Graphic Arts Co-ordinator | | | | |
| Infrastructure Analyst | | | | |
| Instrumentperson I | | | | |
| Landscape Technician | | | | |
| Licensing Officer | | | | |
| Licensing Enforcement Officer | | | | |
| Licensing Enforcement Field Officer | | | | |
| Lot Grading Co-ordinator | | | | |
| Municipal Services Technician | | | | |
| Plans Examiner I (Zoning) | | | | |
| Senior GIS Mapping Technician | | | | |
| Special Enforcement Officer | | | | |
| Traffic Transportation Analyst | | | | |
| Waste Management Coordinator | | | | |
| Waste Management Education & Program Planner | | | | |

| | Start | Year 1 | Year 2 | Date |
|--|--------------|---------------|---------------|-----------------|
| <u>Level H</u> | 2184.67 | 2264.66 | 2348.01 | Apr 1/10 |
| Administrative Assistant | 2211.98 | 2292.97 | 2377.36 | Oct 1/10 |
| Administrative Co-ordinator | 2234.10 | 2315.90 | 2401.13 | Apr 1/11 |
| Assessment & Taxation Senior Clerk | 2278.78 | 2362.22 | 2449.15 | Oct 1/11 |
| Budget Coordinator | 2347.14 | 2433.09 | 2522.62 | Apr 1/12 |
| Client Services Co-ordinator | | | | |
| Computer Assets Co-ordinator | | | | |
| Design Draftsperson | | | | |
| Fleet Clerk | | | | |
| GIS Technician-Information Processor | | | | |
| Jr Zoning Plans Examiner | | | | |
| Senior Compensation Clerk | | | | |
| Technical Coordinator-Capital Projects | | | | |

| | Start | Year 1 | Year 2 | Date |
|---------------------------------------|--------------|---------------|---------------|-----------------|
| <u>Level G</u> | 2093.13 | 2162.34 | 2233.82 | Apr 1/10 |
| Administrative Assistant | 2119.29 | 2189.37 | 2261.74 | Oct 1/10 |
| Administrative Coordinator | 2140.48 | 2211.26 | 2284.36 | Apr 1/11 |
| Administrative Coordinator/Technician | 2183.29 | 2255.49 | 2330.05 | Oct 1/11 |
| Applications Expediter (Zoning) | 2248.79 | 2323.15 | 2399.95 | Apr 1/12 |
| Assistant Secretary Treasurer | | | | |
| Business Services Coordinator | | | | |
| Capital Clerk | | | | |
| Clerical Assistant | | | | |
| Clerk Dispatcher | | | | |
| Development Clerk | | | | |
| Environmental & Technical Assistant | | | | |
| Facility Permits Specialist | | | | |
| GIS Mapping Technician | | | | |
| Instrumentperson II | | | | |
| Office Administrator | | | | |
| Parking Control Coordinator | | | | |
| Parking & Sign Enforcement Officer | | | | |
| Purchasing System Coordinator | | | | |
| Registration Technician | | | | |
| Restrictions Clerk | | | | |

Senior Technical Clerk
 Training and Compliance Coordinator
 Technical Coordinator
 Treasury Clerk G
 Water Acct. & Meter Coordinator (PW)

| | Start | Year 1 | Year 2 | Date |
|---|--------------|---------------|---------------|-----------------|
| <u>Level F</u> | 1944.85 | 2009.11 | 2075.52 | Apr 1/10 |
| Access Vaughan Citizen Service Representative | 1969.16 | 2034.22 | 2101.46 | Oct 1/10 |
| Accounts Technician | 1988.85 | 2054.56 | 2122.47 | Apr 1/11 |
| Administrative Assistant | 2028.63 | 2095.65 | 2164.92 | Oct 1/11 |
| Administrative Clerk | 2089.49 | 2158.52 | 2229.87 | Apr 1/12 |
| Administrative Technician | | | | |
| Clerk Typist | | | | |
| Clerk Typist F | | | | |
| Clerical Assistant | | | | |
| Control Desk Attendant | | | | |
| Development Administrative Assistant | | | | |
| Engineering Technical Clerk | | | | |
| Finance Accounts Receivable Clerk | | | | |
| GIS Data Processor | | | | |
| Information Processor | | | | |
| Licensing Clerk | | | | |
| Registration Attendant | | | | |
| Senior Office Services Clerk | | | | |
| Senior Technical Clerk | | | | |
| Treasury Clerk F | | | | |
| Works Clerk | | | | |

| | Start | Year 1 | Year 2 | Date |
|-----------------------|--------------|---------------|---------------|-----------------|
| <u>Level E</u> | 1722.21 | 1791.05 | 1850.64 | Apr 1/10 |
| Clerical Assistant | 1743.74 | 1813.44 | 1873.77 | Oct 1/10 |
| Clerk Typist E | 1761.18 | 1831.57 | 1892.51 | Apr 1/11 |
| Treasury Clerk E | 1796.40 | 1868.20 | 1930.36 | Oct 1/11 |
| | 1850.29 | 1924.25 | 1988.27 | Apr 1/12 |

| | Start | Year 1 | Year 2 | Date |
|-----------------------|--------------|---------------|---------------|-----------------|
| <u>Level D</u> | 1620.55 | 1673.90 | 1729.59 | Apr 1/10 |
| | 1640.81 | 1694.82 | 1751.21 | Oct 1/10 |

| | | | | |
|-------------------------------|---------|---------|---------|-----------------|
| Clerical Assistant/Technician | 1657.22 | 1711.77 | 1768.72 | Apr 1/11 |
| Clerk Typist D | 1690.36 | 1746.01 | 1804.09 | Oct 1/11 |
| Clerk Typist/Receptionist | 1741.07 | 1798.39 | 1858.21 | Apr 1/12 |
| Collection Clerk | | | | |
| Information Clerk | | | | |
| Purchasing Clerk | | | | |
| Receptionist | | | | |
| Records Clerk Bldg. Stds. | | | | |
| Technical Clerk | | | | |
| Transportation Technician | | | | |
| Treasury Clerk D | | | | |
| Water & Wastewater Clerk | | | | |

| | Start | Year 1 | Year 2 | Date |
|------------------------------|--------------|---------------|---------------|-----------------|
| <u>Level C</u> | 1545.12 | 1596.21 | 1648.99 | Apr 1/10 |
| Clerk Typist | 1564.43 | 1616.16 | 1669.60 | Oct 1/10 |
| Clerk Typist C | 1580.07 | 1632.32 | 1686.30 | Apr 1/11 |
| Office Services Clerk | 1611.67 | 1664.97 | 1720.03 | Oct 1/11 |
| Treasury Clerk C | 1660.02 | 1714.92 | 1771.63 | Apr 1/12 |
| <u>Level B</u> | 1482.31 | 1531.34 | 1581.92 | Apr 1/10 |
| Clerk Typist B | 1500.84 | 1550.48 | 1601.69 | Oct 1/10 |
| Courier | 1515.85 | 1565.98 | 1617.71 | Apr 1/11 |
| | 1546.17 | 1597.30 | 1650.06 | Oct 1/11 |
| | 1592.56 | 1645.22 | 1699.56 | Apr 1/12 |
| <u>Level A</u> | 1288.64 | 1328.23 | 1369.46 | Apr 1/10 |
| Clerk Typist A | 1304.75 | 1344.83 | 1386.58 | Oct 1/10 |
| CSMS Council Liaison Clerk | 1317.80 | 1358.28 | 1400.45 | Apr 1/11 |
| Records & Filing Clerk | 1344.16 | 1385.45 | 1428.46 | Oct 1/11 |
| | 1384.48 | 1427.01 | 1471.31 | Apr 1/12 |

SCHEDULE A

Note:

1. The above mentioned wages are expressed in terms of bi-weekly salary based on a 35 hour week. Where hourly rates are expressed in the Agreement such rates are to be calculated by dividing the bi-weekly salary by 70 hours.
2. The automatic progression provided in Schedule "A" above is based on an employee's length of continuous service in the classification in question and as an employee in the bargaining unit defined in Section 2.01.

It is understood, however, that where an employee is promoted from one job classification to a higher job classification, the starting rate of the employee shall be the next highest rate in the classification.

Further progression in the classification shall be made on the employee's anniversary date, in the classification.

SCHEDULE "B"

At the discretion of the Corporation, all such clothing will be repaired or replaced as necessary at the discretion of the Corporation.

Each member of the Survey Crew shall be provided with the following items upon completion of the probationary period.

- (a) five (5) shirts
- (b) five (5) pairs of denim trousers
- (c) two (2) pairs of coveralls
- (d) one (1) parka

Couriers will receive:

- (a) three (3) pairs of trousers
- (b) five (5) shirts
- (c) one (1) parka

Municipal Services Inspectors/Engineering Technologist - Capital are entitled to:

- (a) one (1) pair of coveralls
- (b) one (1) parka

Building Inspectors are entitled to:

- (a) one (1) parka

Fitness, Recreation and Aquatic personnel shall be provided with the following items upon completion of the probationary period:

- (a) one (1) track suit
- (b) two (2) pairs of shorts
- (c) two (2) golf shirts
- (d) two (2) T-shirts

Aquatic personnel will provide their own appropriate bathing suit and be reimbursed up to \$70.00 for females, \$45.00 for males (upon submission of proof of purchase) per bathing suit to a maximum of two (2) bathing suits per year.

Fitness staff will provide their own appropriate aerobic footwear and they will be reimbursed, upon submission of proof of purchase, the cost up to a maximum of \$75.00 per year.

Effective upon ratification of this Collective Agreement the current incumbent in the Transportation Technician classification is entitled to:

- (a) one (1) parka
- (b) one (1) pair of coveralls

SCHEDULE "C"

NOTICE

The following position will be available within the _____ Department, on or about _____

TITLE: _____

MAJOR DUTIES: _____

REQUIREMENTS:

EDUCATION: _____

EXPERIENCE: _____

OTHER: RECORD OF SATISFACTORY ATTENDANCE, AS DETERMINED BY REFERRING TO ATTENDANCE CONCERNS CONTAINED IN THE EMPLOYEE'S HUMAN RESOURCES FILE.

WORKING CONDITIONS: Inside _____ Outside _____ Both _____
Hours of Work _____ per week Schedule _____

SALARY: Start \$ _ per _____ Maximum \$ _____ per _____

Persons interested in the above and/or any subsequent vacancies are asked to contact the Human Resources Department.

cc: Secretary C.U.P.E. Local 905 _____
Human Resources Department

1. LETTER OF UNDERSTANDING

It is agreed that no employee will be laid off as a result of his/her work being contracted out or being performed by a temporary employee.

The Corporation agrees that where there is work to be done which employees do as part of their duties and also for which contractors are paid standby pay to be available to do, the Corporation will make every effort whenever practicable to provide work for employees before calling in a contractor on standby.

Agreed on March 25, 2004
Renewed – May 5, 2010

2. LETTER OF UNDERSTANDING

Within the context of the Collective Agreement, the terms internal applicant and internal appointee refer to Bargaining Unit Employees.

Agreed on June 11, 2004
Renewed – April 21, 2010

3. LETTER OF UNDERSTANDING

The City will commit to make every possible effort during the term of this Agreement to maintain the existing staff complement. If, in the City's view, workforce reductions may become necessary, the City will request the assistance of the Union to explore alternative means of meeting the City's needs prior to any implementation.

In the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees that remain have the qualifications and ability to do the jobs remaining. The City will guarantee that 75% of those employees who were permanent full time at the start date of this Collective Agreement will be provided with full time employment during the term of this agreement. This does not guarantee that employees will retain the positions which they occupied at the start of this Agreement.

Agreed on November 2, 2007
Renewed – May 5, 2010

4. LETTER OF UNDERSTANDING

Notwithstanding Article 11.01 in the CUPE Collective Agreements, the parties agree that in the event of a job posting in either full time bargaining unit, applicants' seniority in either bargaining unit shall be considered to be integrated in the bargaining unit where the posting exists. This does not prejudice or change seniority rights in any other circumstances. See letter of understanding re: movement of part time and full time employees.

Agreed on March 25, 2004
Renewed – April 21, 2010

5. LETTER OF UNDERSTANDING

Any notation of a reprimand or disciplinary action placed on an employee's record shall be removed, at the employees' request, after an elapsed period of twenty four (24) months from the date that the discipline was recorded in which the employee has not received a further notation for the same or a similar type of infraction.

Agreed on May 12, 2004
Renewed – April 21, 2010

6. LETTER OF UNDERSTANDING **LABOUR MANAGEMENT COMMITTEE**

The Labour Management Committee, consisting of representatives of each party, shall meet quarterly to discuss matters of mutual concern provided that, the Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of the collective agreement.

Agreed on March 25, 2004
Renewed – April 21, 2010

7. LETTER OF UNDERSTANDING **JOB TESTING CRITERIA**

1. Testing for jobs will be administered by the Human Resources Department.
2. The test correlating to a particular position will be the same test taken by all applicants for that particular posting.
3. The marking of a test or grading of a test will be administered by the Human Resources Department.
4. Tests will be relevant and relate to the scope of the position and stated education as outlined in the job description.
5. The minimum percentage or mark required to have passed a test will be determined prior to commencement of any testing, and will be conveyed to the applicants prior to the test.

6. The applicant must obtain or exceed the minimum percentage mark of the test in order to be considered further for the job competition.

Agreed on April 22, 2004
Renewed - April 21, 2010

8. LETTER OF UNDERSTANDING **WRITTEN NOTICE OF LOSS OF EMPLOYMENT QUALIFICATIONS**

Any employee is required to give to his/her immediate Supervisor written notice of a loss of employment qualification. This may include the loss or suspension of a certificate/license that prevents an employee from performing their job. Such notice must contain the relevant information including the duration of loss or suspension and must be provided to the employer immediately when the employee is notified of such loss or suspension. Failure to provide such notice to the employer within the stipulated period will be treated as a matter of discipline.

Agreed on March 25, 2004
Renewed - April 21, 2010

9. LETTER OF UNDERSTANDING

An employee who has requested and been granted an unpaid personal leave of absence under Article 12.01 of the Collective Agreement, compensation will be adjusted in the applicable pay period.

An employee experiencing financial hardship as a result of being granted an unpaid personal leave under Article 12.01 of the Collective Agreement, may approach the Human Resources Department, in confidence, to discuss the potential for alternative compensation adjustments.

Agreed on May 27, 2004
Renewed - April 21, 2010

10. LETTER OF UNDERSTANDING **FLEXIBLE WORK WEEK**

The parties agree that within one year after ratification of this Collective Agreement, a joint committee consisting of two Union representatives and two Management representatives will meet for the purpose of reaching a joint recommendation that will be submitted to Senior Management for their consideration regarding the implementation of flexible working hours.

Agreed on July 13, 2004
Renewed - May 5, 2010

11. LETTER OF UNDERSTANDING

In lieu of Article 6.07, during the life of the agreement, the Unit Chairperson of the City of Vaughan units shall be allowed up to one day off per month with pay to deal with the combined union business for all bargaining units at the City. There will be no accumulation of unused days. The cost of the salary and benefits shall be shared equally by the Corporation and CUPE Local 905.

The leave of absence must be requested and cleared through the Director of Human Resources or designate with at least seven working days notice in advance of the requested absence.

The parties agree that this will be reviewed annually during the life of the collective agreement to assess the benefit of this leave to the Corporation and the Union.

Agreed on July 13, 2004
Renewed – April 21, 2010

12. LETTER OF UNDERSTANDING

1. The Union, under authority of S.6 of the Employment Standards Act, 2000, hereby grants the consents provided for in S.17(2), 18(3) and 22(2), under terms and conditions contained in the Collective Agreement.
2. This consent shall continue to operate at all times that the Collective Agreement is in operation.
3. This consent shall not apply to employees to whom parts VII and VIII of the ESA, 2000 do not apply, as defined in the Act and its Regulations.
4. In the event that the prevailing legislation and/or regulations governing hours of work and/or Operations of Commercial Motor Vehicles are amended, the parties will meet within sixty (60) days to review the language in the current Collective Agreement and reach agreement on amendments to ensure compliance.

Agreed on July 29, 2004
Renewed – April 21, 2010

13. LETTER OF UNDERSTANDING

In the event of a required lay-off under Article 11, the parties will meet to reach an agreement to a process which minimizes disruption across the organization and may include re-assignment of employees to vacant positions for which they are qualified.

Agreed on November 2, 2004
Renewed – May 5, 2010

14. LETTER OF UNDERSTANDING

Movement of part-time and full-time employees Movement to full-time positions

This will confirm the discussion held at full time negotiations on May 15, 2007 and June 15, 2007 referable to the above subject matter.

At that time, we confirmed that the City would be prepared to credit time worked as a part-time employee **in CUPE Local 905 Vaughan Unit** for those employees who subsequently move to full-time positions after ratification of the renewal of the collective bargaining agreement. Credit would be given on the basis that 1820 hours worked as a part-timer would equate to a year of seniority and service in the full-time unit.

For the purpose of calculating service under the full-time agreement, the City will credit an employee with 15 hours of time worked for each week employed as a part-time employee prior to 1999.

For the purpose of calculating seniority under the full-time agreement, the City will credit an employee with 24 hours of time worked for each week employed as a part-time employee prior to 1999.

A full-time employee who moves into the part-time unit shall carry his/her full-time unit seniority date into the part time unit.

Both the City and the Union agreed that this understanding was contingent upon its acceptance by each of the bargaining representatives of the full-time units and the part-time bargaining unit.

New - Agreed on October 26, 2007

Amended and renewed April 21, 2010

1. LETTER OF INTENT

Employees working in any area of contamination by toxic materials may exchange coveralls rather than taking the clothing home for laundering. Clothing thus laundered will be considered the property of the Corporation and not of the individual employee.

Agreed on March 25, 2004

Renewed – April 21, 2010

2. LETTER OF INTENT

It is the Corporation's intent that during the term of this Collective Agreement, a joint committee consisting of two Union representatives and two Management representatives shall meet in order to review the Job Evaluation administration process presently in place and to develop and recommend relevant changes to the review process.

Agreed on June 11, 2004

Renewed – April 21, 2010