



CUPE | *Canadian Union
of Public Employees
Local 54*

COLLECTIVE AGREEMENT

between the

TOWN OF AJAX

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 54**

April 1, 2020 - March 31, 2025

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THIS AGREEMENT WAS MADE THIS 20TH DAY OF JUNE 2022

BETWEEN

THE CORPORATION OF THE TOWN OF AJAX
(Hereinafter called the "Town")

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 54
(Hereinafter called the "Union")

OF THE SECOND PART

Article 1 - Purpose

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Town and its employees, and to provide an orderly and amicable method of settling any differences or grievances which possibly may arise.

Article 2 - Non-Discrimination

- 2.01** The parties agree that there will be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Town or the Union. Furthermore, the Union and the Town agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of activity or lack of activity in the Union.

The Parties agree that under the Ontario Human Rights Code and the Occupational Health & Safety Act every person has the right to be free from harassment and discrimination.

Article 3 - Bargaining Unit Scope

- 3.01** This Agreement shall apply to all employees of the Town of Ajax save and except those employees above the rank of or in the position of manager, superintendent, supervisor, foremen. In addition, all office, clerical and technical employees of Recreation, Culture & Community Development (except those positions listed in the Schedule of Wages), students employed during the school vacation and/or co-op period, persons regularly employed for not more than twenty-four hours per week, and persons for whom any trade Union held bargaining rights as of March 1, 2010, shall be considered exempt from this Agreement.
- (a) Seasonal employees are within the scope of this Agreement and this agreement shall apply to them as outlined in Schedule "E".
 - (b) It is understood that the Town will continue to employ union exempt full-time students annually, from the beginning of April to the end of September, not to exceed 100 working days for any individual student, unless otherwise agreed to by the parties in writing. Students who exceed 105 days shall be deemed to be a Seasonal Employee and will fall under Schedule "E" of this agreement. This clause applies only to students hired in Operations & Environmental Services.
 - (c) Temporary employees as described in Article 5.01 are also exempt from this Agreement.

- (d) It is also understood that the positions listed in Appendix "A-1" which, formed part of the Memorandum of Agreement dated February 26, 2010, (resolving the OLRB File No. 2231-09M) are also exempt from this agreement.

- 3.02** It is recognized that the Town is responsible for safety, health, comfort and general welfare of the citizens; therefore, the employees recognize that they should be prepared to assist in carrying out the services of the Town.

Article 4 - Union Recognition and Security

- 4.01** The Town agrees to recognize the Union as the exclusive bargaining agent for all employees covered by this agreement.

4.02 Union Dues

It is further agreed that the Town will deduct from the wages of each employee a sum equal to the current monthly dues and/or assessment as certified by the Union in writing and remit money so deducted to the Secretary-Treasurer of the Union, accompanied with a list of names showing those from whom deductions were made; the Union being responsible for keeping the Town informed as to the names and addresses of the proper officers. The Union will not request more than 2 assessments in any given year.

- 4.03** The Union shall indemnify and save the Town harmless for any and all claims for amounts deducted from wages and remitted under the terms of this article.

- 4.04** At the same time that Income Tax (T-4) slips are made available, the Town shall include the amount of Union dues paid by each Union Member in the previous year.

Article 5 - Temporary Employees

- 5.01** The Town may hire personnel, for labouring jobs only, on a temporary basis for the purposes of vacation relief for a period of not more than sixty-five (65) working days and such employees shall not thereby become permanent or probationary employees. No employee who has acquired seniority will be laid off while a temporary employee is performing work normally done by employees in the bargaining unit. It is understood that the above reference to "labouring jobs only" shall not apply to office, clerical and technical positions.

- (a) An employee hired as a temporary employee shall be advised at the time of hiring of the temporary status and the anticipated duration of employment.
- (b) The Town may hire personnel on a temporary basis for an extended period of time for the replacement of an employee who is on a long-term illness, accident, or leave of absence approved by the Town or for peak periods or seasonal needs.
- (c) A temporary employee who obtains a permanent job shall be placed on the full-time seniority list and credited with seniority from their original date of hire as a Temporary and/or Seasonal Employee upon completion of the probation period. It is understood that the seniority is calculated on a pro-rata basis.
- (d) Temporary employees will be required to pay an Administration Fee equal to the Union dues as set out in Article 4.02.

- 5.02** The Town may hire personnel in Government Incentive Programs in excess of sixty-five (65) working days but not exceeding one hundred and fifteen (115) working days in any calendar year and also provided that if such employee or employees are hired as permanent Municipal employees, the number of days worked on Incentive Programs shall be credited against probationary period. This period may be extended by mutual agreement.

Article 6 - Corporation's Rights

- 6.01** The Union agrees that the Town has the exclusive right to manage its affairs, to direct the forces and to hire, promote, transfer, lay-off, suspend, discipline or discharge employees for just cause.
- 6.02** The Town agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

Article 7 - Strikes & Lockouts

- 7.01** There shall be no strike or lockout during the term of this Collective Agreement.

Article 8 - Committees & Stewards

- 8.01** The Town acknowledges the right of the Union to select up to six (6) stewards, made up of 2 from Town Hall, Operations & Environmental Services, and Recreation, Culture & Community Development. One of these shall be designated as Chief Steward. In addition, it is agreed by the parties that members of Local 54 Executive can also act in a steward capacity if necessary.
- 8.02** It shall be the Steward's duty to represent eligible employees in presenting grievances under Article 9 - Grievance Procedure.
- 8.03** The Union acknowledges that stewards have regular duties to perform on behalf of the Town.
- (a)** In a situation which requires a steward's attention during working hours, the steward shall not leave regular duties without first obtaining permission to do so from the immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld.
 - (b)** The Town reserves the right to limit such time if the time requested is unreasonable. Stewards shall return to their regular duties as expeditiously as possible and when resuming their duties, they shall report to their immediate supervisor and give any reasonable explanation which may be requested with respect to their absence.
 - (c)** If a Steward is required to speak with another employee during working hours regarding Union business, it is the responsibility of the Steward to have their immediate supervisor obtain permission to do so from the employee's immediate supervisor.
- 8.04 Negotiating Committee**
- The Town acknowledges the right of the Union to select five (5) employees to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the

Town to negotiate the renewal of this Agreement. The Union shall use its best efforts, in good faith, to choose only one (1) person from any department to minimize the impact on operations and services to the public.

- (a) The Committee members as well as the two (2) alternates will be allowed up to three (3) days leave of absence Union paid to prepare for bargaining, provided that by allowing the alternates to attend there will be not more than 4 persons from any one department. These three (3) days will not affect the aggregate total in Article 12.03. The Union shall give five (5) days' notice of requesting such days, and notice shall be in writing and forwarded to Human Resource Services for approval.

8.05 The Union shall notify the Town in writing of the names of each Executive Member, Steward and Committee Member. The Town shall not be required to recognize any Executive Member, Steward, or Committee Member until such notification from the Union has been received.

8.06 It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business, and that in accordance with this undertaking the Town shall not make any deductions from such employees for time spent in handling grievances and attending meetings of grievances and other Committees.

8.07 Labour Management Committee

A Labour/Management Committee shall be formed of no more than four (4) persons from each party with meetings to be held on a quarterly basis or as required. Either party may notify the other in writing of its desire to hold a meeting as well as the proposed agenda. The Minutes of the Meeting are to be taken and provided to all members. The parties agree financial reports are appropriate for discussion at Labour Management meetings. A member of the Union Executive or Steward shall be considered as one of the four (4) members. A member of HR Services shall be considered as one of the four (4), and shall be responsible for ensuring the minutes are taken and circulated to all committee members. The minutes shall be reviewed and agreed upon prior to posting.

8.08 Health & Safety Committee

The parties shall have a Joint Health & Safety Committee as established by the Occupational Health & Safety Act as amended from time to time. The Committee(s) shall meet at least four (4) times per year but may meet more often should a health and safety concern arise where action is required immediately. Meetings will be conducted during normal working hours. Where meetings extend beyond the normal hours of work, Union members will be paid in accordance with the Collective Agreement.

8.09 The Union will ensure that any member elected to the Joint Health & Safety Committee will serve no less than two (2) years on the Committee.

If a member who has been provided training, and removes themselves from the committee after less than two (2) years, then the Union will pay for the newly elected member to be trained with the exception of the following circumstances:

- (a) the employee is no longer employed with the Town; or
- (b) the employee is on an approved leave of absence; or
- (c) the employee has been promoted to a non-union position

With the exception of (a), (b) or (c) a Joint Health & Safety Committee member shall not leave the committee until a new member has been voted onto to the Committee.

- 8.10** Minutes shall be recorded and posted on legislated health and safety bulletin boards. Copies of the minutes shall be provided to the Chief Health & Safety Officer through each CUPE Local 54 Joint Health and Safety Committee Co-chair, or designate. The Occupational Health and Safety Specialist shall arrange periodic reviews with the Union Chief Health and Safety Officer to review and discuss reported CUPE Local 54 member incidents.

A synopsis of CUPE Local 54 member worker incident report(s) consisting of a brief description, date, department, nature and severity of the incident i.e. lost time, medical aid, etc. shall be provided to all CUPE Local 54 Joint Health and Safety Committee co-chairs and the Chief Health and Safety Officer within approximately one week from which the related incident report form is received.

- 8.11** The Chief Health & Safety Officer or designate shall be included in CUPE Local 54 formal incident investigations that involve the Ministry of Labour and shall receive copies of relevant MOL reports.

8.12 New Employee Orientation

A C.U.P.E. Local 54 Representative shall be allowed thirty (30) minutes without loss of pay, to meet with a new employee during the employee's orientation with Human Resource Services. Human Resource Services will advise a minimum of one (1) day in advance the Representative and their supervisor of the date and time the orientation will be scheduled. The Union shall advise as to who will attend the orientation meeting. Only one Representative will be allowed to attend the orientation. The Union will advise Human Resource Services at the beginning of each year, the names and departments of the Representative who will be attending new employee orientations.

Article 9 - Grievance Procedure

- 9.01** It is the mutual desire of the parties hereto that concerns of employees shall be addressed as quickly as possible without stoppage of work, and it is understood that an employee may present a concern at any time, without recourse to the grievance procedure herein.
- 9.02** A grievance shall be defined as a concern or a complaint regarding meaning, interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable or not.
- 9.03** It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to address the complaint. If an employee has a complaint, the employee shall, with the assistance of a steward if desired, discuss it with the immediate supervisor. In order to be considered a grievance, such discussion must take place within fourteen (14) days after the circumstances giving rise to the complaint first occurred or originated and not thereafter. The immediate supervisor shall communicate a reply to the complaint within seven (7) days.
- (a)** If such a complaint is not settled to the satisfaction of the employee concerned, a written grievance may be filed detailing the incident and clearly identifying the nature of the contravention of the agreement and the specific redress being sought. It shall be submitted in the following manner and sequence:

Step 1 Grievance

The employee shall, within seven (7) days after receipt of the reply of the immediate supervisor, submit to the Department Head or designate a statement of such grievance on a form supplied by the Union.

The Department Head or designate shall deliver their decision in writing to the employee within seven (7) days following the day on which the grievance was submitted.

Step 2 Grievance

If the grievance is not settled at Step 1, the employee, assisted by a steward or union officer and/or the CUPE Representative shall, within fourteen (14) days of the date of receiving the decision in writing from the Department Head or designate (or if no decision is received, then within fourteen (14) days after such decision ought to have been received) submit a written appeal to the Chief Administrative Officer or his designate.

The Chief Administrative Officer or his designate shall deliver a decision in writing to the employee within fourteen (14) days following the day on which the grievance was submitted.

If the grievance is not settled at Step 2 the Union may, within fourteen (14) days of the date of receiving the decision, in writing, from the Chief Administrative Officer or designate, (or if no decision is received, then within fourteen (14) days after such decision ought to have been received, and not thereafter) refer the matter to arbitration as provided in this collective agreement.

If no such written request for arbitration is received within these time limits, the grievance shall be deemed to be withdrawn without prejudice.

- 9.04** The Union shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Town in the manner provided in the Grievance Procedure.
- 9.05** Policy grievances of the Town or the Union and grievance procedures respecting suspension or dismissals shall be dealt with beginning at Step 2 of the Grievance Procedure.
- 9.06** It is understood that the Town may bring forward at any meeting with the Union Committee any complaint or grievance, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in the arbitration provisions.
- 9.07** Time limits specified in the Grievance Procedure may be extended by mutual agreement confirmed in writing between the Town and the Union.
- 9.08** The Union shall have the right to have the assistance of a C.U.P.E. National Representative from Step 1 Grievances up to and including Arbitration as well as during Collective Bargaining.
- 9.09** Only two (2) Union Committee members, one (1) of whom shall be the Steward or designate shall attend grievance meetings up to Step 2, unless otherwise agreed to by the Town. Up to three (3) Union Committee members one (1) of whom shall be the Steward or designate shall be given permission to attend Grievance Mediation meetings.

- (a) The Union Committee member must advise their Supervisor as soon as they are aware of the date and time of the grievance/mediation meeting, and how long they anticipate being away from their duties.
- (b) The Union Committee members shall have one (1) hour to meet with the Grievor after the grievance meeting.

Article 10 - Arbitration

- 10.01** Both parties to this Agreement agree that any dispute or grievance concerning the meaning, interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 and which has not been settled or withdrawn without prejudice will be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 10.02** The Board of Arbitration will be composed of one person appointed by the Town, one person appointed by the Union, and the third person to act as Chairman chosen by the other two members of the Board.
- 10.03** Within ten (10) working days of the written request by either party for a Board, each party shall notify the other of the name of its appointee. The appointees, within ten (10) working days of the said request, shall endeavour to agree upon a Chairman for the Board.
- 10.04** Should the appointee fail to agree on a Chairman, the Ministry of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman in accordance with the provisions of the Ontario Labour Relations Act for resolving such impasses.
- 10.05** No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 10.06** The decision of the Board of Arbitration shall be final and binding upon the parties and upon any employee affected by it. In the absence of a majority decision, the decision of the Chairman shall be accepted as the decision of the Board.
- 10.07** The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement or in any way modify, add to or detract from any provisions of this Agreement.
- 10.08** Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.
- 10.09** Where both parties agree, a single Arbitrator who shall have the same powers and limitations as a Board of Arbitration may be substituted for a Board of Arbitration. In such case, the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with paragraphs 10.02, 10.03 and 10.04.
- 10.10** Time limits referred to in this Article may be extended by mutual agreement in writing of the parties.
- 10.11** Notwithstanding the above, either party may use the provisions of Section 49 of the Labour Relations Act.

- 10.12** The Union will reimburse the Town for wages and benefits of those Union employees who attend on behalf of the Union or who are subpoenaed by the Union to attend Arbitration.

Article 11 - Seniority & Job Posting

11.01 Probation

Seniority is based on the length of continuous regular full-time service with the Town since the last date of hire.

- (a)** When a new employee is hired the employee shall be on probation for a period of six (6) months worked. During this probationary period, an employee shall not be covered by any of the terms of this Agreement, except for rate of pay under Schedule "C", payment of Union dues under Article 4 and Article A 10.1.8 Distribution of Overtime. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Town.
- (b)** The Town may dismiss a probationary employee for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of the Labour Relations Act.
- (c)** An employee who is retained after the six (6) months worked probationary period shall be deemed satisfactory and shall be placed on the seniority list and credited with seniority from the day of last hiring by the Town.
- (d)** When hiring a new employee who receives more than two weeks of vacation with their current employer, the Town may, upon the request of the new employee at the time the employment offer is made, agree to provide them with up to 20 working days of vacation entitlement. The new employee's vacation entitlement thereafter will increase in accordance with the collective agreement.

11.02 Seniority

A seniority list for full-time permanent employees will be prepared by the Town and shall be revised in January and July in each year and the Town shall file a copy of each such list with the Union. The list shall show the name of each employee, job classification and seniority date.

- (a)** Should two (2) or more employees be hired on the same day the employees with the lowest payroll number shall be deemed the most senior for placement on the seniority list.

- 11.03** In the case of sickness certified by a duly qualified medical practitioner, the employee shall continue to accrue seniority up to the LTD waiting period. Accrual of seniority while on LTD shall be in accordance with article 19.06 (a).

- (i)** Should an employee be denied LTD benefits and the employee is pursuing the appeal process seniority will continue to accrue for a one year period from the date they were notified of the denial.
- (a)** In the case of accident not recognized by the Workplace Safety Insurance Board of Ontario, the employee shall retain seniority until the expiration of one calendar year after all accumulated sick pay credits have been exhausted.

- (b) In the case of accident recognized and covered by the Workplace Safety Insurance Board of Ontario, the employee shall retain seniority until either the employee is certified by the proper officials of that Board as being fit and able to return to normal work or alternatively until placed upon pension by that Board.
- (c) In the case of layoff, the employee shall retain but not accrue their seniority until the expiration of twenty-four (24) calendar months from the actual date of layoff.

11.04 Loss of Seniority

An employee shall lose seniority rating for any of the following reasons:

- (a) If the employee resigns;
- (b) If the employee is discharged and not reinstated;
- (c) If the employee fails to return to work after layoff within seven (7) calendar days after being notified by registered mail to do so, provided such failure to return is not caused by sickness certified by a duly qualified medical practitioner, within the seven (7) calendar day period, the time for return shall be extended for a period equivalent to the length of time the employee is prevented by illness from returning to work, not to exceed a maximum of one (1) calendar year or at the discretion of the Town, the employee's seniority may be temporarily reduced to just below the last employee recalled or hired and when the employee is recalled the employee's seniority shall be reinstated. A copy of the registered notice referred to herein shall be forwarded simultaneously to the Union;
- (d) Is absent for three (3) consecutive working days without having been granted leave of absence in accordance with Article 12.00, unless a reasonable reason is given;
- (e) Retires, which shall be on the last day worked immediately prior to the date which the employee gave notice as being his or her retirement date;
- (f) Engages in other gainful employment while on leave of absence unless they received permission in writing from the Employer to undertake such employment.

- 11.05** It shall be the responsibility of the employee to keep the Town informed of the employee's current postal address and any notice to be given the employee by the Town under the terms of this article shall be deemed properly given provided it is addressed to the last postal address on record, with a copy going to the Union.

11.06 Job Vacancy

When new jobs, vacancies or temporary vacancies of 12 weeks or more are created, these positions will be posted on bulletin boards accessible to all employees in the bargaining unit for a period of eight (8) calendar days. The bulletin boards shall be located at Town Hall, Operations Centre and the 3 main Recreation facilities (ACC, MCC & ARC). In order to be eligible for the posted position, an employee must apply electronically within the eight (8) calendar day period. The Employer shall notify the Recording Secretary of the Union of C.U.P.E. job postings.

- (a) Such notice shall contain the following information:
 - nature of the position
 - qualifications
 - required knowledge, education and skills
 - location / section
 - shift
 - wage rate

When a full-time vacancy occurs, Management may offer the position to other CUPE members performing the same position, based on a seniority basis. The resultant vacancy will be posted.

- 11.07** The Town may post a vacancy both internally and externally at the same time. The parties agree that no external candidates shall be considered until all internal candidates have been deemed not qualified.
- 11.08** In filling a vacancy or new position, the Employer shall consider the qualifications, demonstrated skill, sufficient ability, education, and experience (both internal and external) of each applicant.
- (a) Only those seniority employees who are not serving a probationary period may apply for a vacancy that has been posted.
 - (b) If more than one internal applicant are deemed to be equal; the applicant with the highest seniority shall be offered the position.
 - (c) An employee who is not the successful applicant may request a meeting with HR Services and/or the hiring Manager to go over their interview and discuss where they could better themselves for future vacancies.
 - (d) Any employee found to have falsified their resume shall be immediately disqualified from the recruitment process and may be subject to disciplinary action.
 - (e) It will be the employee's responsibility to ensure they provide HR Services with any required documentation to back up their education, training, qualifications and experience.

11.09 Transfers & Promotions

An employee who is promoted and/or transferred to another position through a job posting, shall serve a trial period of three (3) months in such position. The trial period may be extended if an employee is absent and management is unable to assess performance. The trial period would be extended for the same period of time that the employee was absent.

- (a) If there are any concerns with the employee's performance, qualifications, or skills, the employee's Manager shall provide a mid-trial period report outlining any performance concerns and the action plan for improvement. The Manager will review the report and action plan with the employee.
- (b) If the employee proves to be unsatisfactory by the Town or if the employee does not wish to continue in the trial position they will be returned to their previous position.
- (c) If the employee does not wish to continue in the trial position they must advise their Manager and Manager of HR Services in writing within the three (3) month trial period that they wish to return to their previous position.
- (d) Any employee who has moved into the position vacated by the employee who was promoted and/or transferred shall return to their previous position under the conditions listed in (a) and (b) above, and shall not be subject to a grievance.
- (e) An employee who has applied for a temporary posted position and is successful in obtaining such position will revert back to their original position upon the completion

of the temporary position. In the case where the temporary position is not within the bargaining unit, the employee will continue to pay union dues and be covered by the terms of the current collective agreement. If required, subsequent vacancies may be filled as determined by the Town.

11.10 Layoffs

In the event of a layoff, the Town shall give the employee and Union twenty-one (21) calendar days' notice, if the employee has not had the opportunity to work the days the employee shall be paid for the days for which work was not available. The Town agrees employees shall be laid off in the reverse order of their seniority provided that an employee absent through sickness must return to work before being laid off. New employees shall not be hired until those laid off have been given the opportunity of recall. Employees shall be recalled in the order of their seniority provided they are qualified, capable and have the ability to do the work available.

An employee who has received notice of layoff shall have up to five (5) working days of such notice to:

- (i) Opt to retire if eligible under the terms of the pension plan; or
- (ii) Elect to transfer to a vacant position provided there are vacancies and the employee is qualified to perform the available work; if the layoff is permanent and the employee chooses to transfer to a vacant position which is in a lower pay band, the employee will be placed in the lower band; or
- (iii) Displace another employee who has lesser bargaining unit seniority so long as they have the required qualifications and skills to perform the requirements of the position.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.

11.11 Reassignment/Redeployment

A layoff shall not include a reassignment or redeployment of an employee from their position where it is considered to be temporary in nature, and/or is a result of a declared State of Emergency by the Town, or the Province of Ontario pursuant to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, provided:

- (i) The reassignment or redeployment will occur in reverse order of seniority;
- (ii) The reassignment/redeployment of the employee is to an appropriate position with the Town having regard to the employees skills, abilities, qualifications and training or training requirements;
- (iii) The reassignment of the employee does not result in a reduction of the employees' salary

11.12 The Town will pay 100% of the premiums to the benefit carrier for Group Life Insurance and Extended Health and Dental Benefits that the employee had in force at the time of layoff for a period of six (6) months. The employee may elect to continue their Group Life Insurance and Extended Health and Dental Benefits for a further period of six (6) months provided the employee pays one hundred (100%) of the premium cost to the Town.

- (a) Except as outlined in Article 11.12 above, the employee on layoff is covered by the Collective Agreement but shall not be eligible to receive any other paid benefit/allowances contained in this Collective Agreement.

11.13 An employee covered by this Agreement, who through advancing years, or disablement, is unable to perform their regular duties, may be accommodated in a position that is medically supported and suitable for the employee without regard to seniority and without regard to the terms of this Agreement provided the employee meets the minimum qualifications of the position. The employee shall maintain their rate of pay if accommodated in a lower paying position for a period of three (3) months after which the employee shall receive the lower paying salary payable for the position to which they have been assigned.

11.14 Union Notifications

The Union shall be notified monthly in writing of new hires, promotions, demotions, temporary assignments of longer than 3 weeks, layoffs, transfers, recalls, resignations, retirements and any other termination of employment within the bargaining unit. The Union annually in June shall be provided the names, addresses and phone numbers of all bargaining unit employees.

11.15 Notice for Retirement

An employee shall make every effort to submit formal written notice of six (6) weeks in advance of their intention to retire to HR Services and their direct supervisor. The notice of retirement should include the last day of service.

Article 12 - Leaves of Absence

12.01 The Town may grant leave of absence, without pay or without loss of seniority or occupational classification, to any employee requesting such leave for good and sufficient cause. Employees will continue to accrue seniority up to 30 days, after 30 days leave of absence the employee shall maintain but not accrue seniority.

12.02 The Town will grant a leave of absence without pay, benefits or loss of job classification for a maximum of two (2) years to an employee who has been offered or elected to a position with C.U.P.E., O.F.L. or C.L.C. Only one (1) employee at any one time will be granted such leave. The employee will continue to accrue their seniority while on such leave.

- (a) The Town will bill the C.U.P.E. Local 54 for the employee's wages and benefits for the length of leave. Human Resource Services will advise the C.U.P.E. Local 54 Treasurer at the beginning of the employee's leave, of the weekly amount to be billed so that the C.U.P.E. Local 54 may bill the applicable association.

12.03 Leave of absence will be granted employees to attend functions of the Union such as conventions provided such leave does not exceed an aggregate total of thirty (30) working days per contract year or 45 working days in odd number years. Requests shall be made to the employer a minimum of ten (10) days in advance. The employer shall bill the Union the costs of wages and benefits. It is understood that the Union will reimburse the Town for an employees pay, including payment of benefits with respect to such leaves.

- (a) Requests made with less than ten (10) days notice may not be approved unless the request is made to replace an employee who has already received permission but is unable to attend or has withdrawn their request to attend.
- (b) Up to a maximum of four (4) newly elected Union Representatives may be permitted up to 5 working days to attend union paid training, which will not affect the above mentioned aggregate total. A newly elected Union Representative is someone who has not held a previous union position.

12.04 All requests for leave of absence shall be in writing and replies to such shall be in writing.

12.05 Jury & Witness Duty

Each employee of the Town who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding:

- (a) Shall be granted leave of absence for such purpose, provided that upon completion of jury or witness service such employee shall present to their supervisor a satisfactory certificate showing the period of such service;
- (b) Shall be paid full salary or wage for the period of such duty of witness service provided that the employee shall pay to the Town the full amount of compensation less any expenses received for such service and obtain an official receipt for same;
- (c) Shall, upon being released from jury or witness service contact their supervisor for instructions respecting return to work and upon receiving such instructions shall comply with same.
- (d) If an employee is required to serve Jury Duty while on approved vacation time, the vacation time will be credited back to the employee, and rescheduled at a mutually agreeable time. Vacation time will not be carried over into the following year, unless the Jury Duty falls within the months of November and December.

12.06 Bereavement Leave

In the event of a death in the family of an employee, the employee shall be entitled, upon request to the applicable Department Head or Chief Administrative Officer, to be paid bereavement leave as outlined in subsections (a), (b) and (c). The Town may grant additional travelling time without pay.

- (a) In the event of a death of an employee's spouse, child, son-in-law, daughter-in-law, mother or father, sister, brother, or grandchild five (5) working days. Such bereavement leave shall be taken within the seven (7) calendar days following the date of the death.
- (b) In the event of a death of an employee's father-in-law, mother-in-law, grandmother, grandfather, brother-in-law and sister-in-law, three (3) working days. Such bereavement leave shall be taken within the five (5) calendar days following the date of the death.
- (c) An employee will be allowed up to one (1) day off with pay for the purpose of attending the funeral of a family member not mentioned in 12.06 (a) or (b). It is understood that the "family member" is a family member of the employee. That is, a Niece, Nephew, Aunt, Uncle, or Cousin of the employee.

Note: A Niece and Nephew of the employee's current spouse will be considered a family member for the purposes of Article 12.06 (c) only.

- (d) Where the burial takes place outside of the initial bereavement leave period, the employee may save the last day to attend.
- (e) It is understood that father, mother, sister, brother and child include "step" relations.
- (f) Should, a bereavement leave occur during an employee's approved vacation, the employee will be allowed to change the applicable number of vacation days to bereavement leave. The applicable number of vacation days will be placed back into the employee's vacation bank, to be rescheduled and taken within a three (3) month period.

12.07 Pregnancy, Parental and/or Adoption Leave

Employees shall be entitled to Pregnancy, Parental and/or Adoption leave in accordance with the Employment Standards Act, as amended from time to time. Employees shall continue to accrue all seniority and benefits of this Collective Agreement while on Pregnancy, Parental and/or Adoption Leave. Employees on Pregnancy/Parental and/or Adoption leave are responsible to pay for Optional Life coverage premiums while on leave (if enrolled). Arrangements for the payments shall be completed prior to the employee going on leave

12.08 Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the Employment Standards Act as amended from time to time.

Article 13 - Sick Leave

- 13.01** A plan of sick leave credit gratuities is hereby established for every permanent employee covered by this Agreement as outlined in Schedule "D" hereto attached and, subject to the control of the Council, the conduct and management of the plan. All attendance records shall be maintained by HR Services.
- 13.02** When an employee is injured at work and in receipt of loss of earning benefits from the Workplace Safety and Insurance Board in lieu of regular pay, the Town will make up the difference between such compensation and regular pay to the extent of the maximum of the employee's accumulated sick leave with pay credits. The amount of such make-up pay shall be deducted from such accumulated credit.

Article 14 – Schedule of Wages & Classifications

- 14.01** An employee's rate of pay and job classification shall be paid in accordance with the Schedule of Wages (Schedule "C"). It is agreed that rates of pay from time to time may be amended in accordance with the Job Evaluation Guidelines.
- 14.02** An employee shall move through the wage scale outlined in the Schedule of Wages as follows:
 - (a) **Probationary/Minimum** - New Hires will be paid the Probationary rate from the date they first entered the job classification, unless otherwise agreed to by the parties.
 - (b) **Step 1** - Start of the pay period following successful completion of the probationary period.

- (c) **Step 2** - Start of the pay period twelve (12) months from the date they first entered the job classification.

14.03 An employee successful in obtaining a new job within the same Pay Band shall remain at the Step they have attained.

- (a) An employee successful in obtaining a new job within a lower Pay Band shall be placed at Step 2 of the new pay band.
- (b) An employee successful in obtaining a new job within a higher pay band shall be placed in the new pay band at the step, which realizes an increase in wage rate for such employee.
- (i) If placed in the Minimum Step, the employee shall move to Step 1 upon successful completion of their trial period.
- (ii) The employee will move to Step 2 after twelve (12) months in the classification.
- (iii) Should an employee's trial period be extended then advancement to Step 2 will be moved forward by the exact number of days the trial period was extended.

14.04 To ensure the Union is kept up to date regarding changes to existing bargaining unit positions, the Town will advise the Union when a position is going to be eliminated and/or if the core job duties are going to be changed prior to the elimination/change taking place.

Article 15 - Hours of Work & Overtime

15.01 The hours of work and overtime for all employees shall be as defined in Schedule "A" attached.

Article 16 - Paid Holidays

16.01 The following holidays are recognized as time off with pay for all employees:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	2 Floater Days
Canada Day	½ working day on the day before Christmas Day
Civic Holiday	½ working day on the day before New Year's Day

- (a) The Town may, at its discretion, combine the ½ working day on the day before Christmas Day and the ½ working day on the day before New Years' Day into one (1) full working day. The day would be observed on the last working day immediately prior to Christmas Day. The Town will notify the Union in writing of their intention to combine the ½ days and will also indicate on which date it will be observed no later than February 2 of the year in which the day falls.

- (i) Clause 16.01(a) only applies to those facilities that are normally open from Monday to Friday and are normally closed on the weekend. The Town reserves the right to apply Clause 16.01(a) to facilities that are open 7 days a week. The Town will notify

the Union no later than February 2 of the year in which the day falls, of its intent to include facilities that are open 7 days a week, and which staff will be affected and at what facility.

- (ii) Staff who do not normally work Monday to Friday will observe the paid holiday on the day it actually falls.

16.02 Employees must work the regular shift preceding and the next regular shift following any of the above holidays to be eligible for pay unless pre-arranged with management in writing and/or substantiated by a certified medical certificate.

16.03 An employee shall be paid for the regular daily hours at the current regular hourly rate for each paid holiday.

16.04 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Town.

Article 17 - Annual Vacations

17.01 For the purpose of computing entitlement for vacations for full-time regular employees, the vacation year shall be considered as being from July 2nd to July 1st.

(a) Employees with less than one (1) year of continuous service as a full-time regular employee one (1) working day for each full month of service in the year first employed to a maximum of eleven (11) working days.

(b) Employees with one (1) year of continuous service as a full-time regular employee and less than three (3) years of continuous service as a full-time regular employee, fifteen (15) working days.

(c) Employees with three (3) years of continuous service as a full-time regular employee and less than six (6) years, sixteen (16) working days.

(d) Employees with six (6) years of continuous service as a full-time regular employee and less than nine (9) years, nineteen (19) working days.

(e) Employees with nine (9) years of continuous service as a full-time regular employee and less than twelve (12) years, twenty-two (22) working days.

(f) Employees with twelve (12) years of continuous service as a full-time regular employee and less than fifteen (15) years, twenty-three (23) working days.

(g) Employees with fifteen (15) years of continuous service as a full-time regular employee and less than eighteen (18) years, twenty-five (25) working days.

(h) Employees with eighteen (18) years of continuous service as a full-time regular employee and less than twenty-two (22) years, twenty-six (26) working days.

(i) Employees with twenty-two (22) years of continuous service as a full-time regular employee and less than twenty-five (25) years, twenty-eight (28) working days.

(j) Employees with twenty-five (25) years of continuous service as a full-time regular employee and less than thirty (30) years, thirty (30) working days.

- (k) Employees with thirty (30) years of continuous service as a full-time regular employee, thirty-one (31) working days.
- (l) Employees with thirty-five (35) years of continuous service as a full-time regular employee, thirty-six (36) days.

17.02 An employee, to qualify for consideration of request for vacation, in accordance with the employee's seniority standing, must notify the Town of preferred vacation before March 30th of any given year. The Town will post the vacation schedule by April 30th each year. Once the vacation schedule has been posted it shall not be changed or altered except by mutual consent. Vacations shall not be cumulative except at the discretion of the Town under special circumstances. An employee with a vacation entitlement in excess of three (3) weeks may be requested to split the entitlement so that no more than three (3) successive weeks are taken off at a given time. Any vacation requests received following the posting period shall be dealt with on a first requested basis.

- (a) Notwithstanding Article 17.02, to qualify for consideration of requests for vacation, employees in the Operations & Environmental Services must notify the Town in writing of their preferred vacation time for the months of January, February, March, and April before November 1st of any given year. The Town will post approved vacation for the months of January, February, March, and April by December 1st of each year. The Town shall post all vacation requests within the specified timeframes, otherwise the requests will be deemed approved.

17.03 An employee leaving the service at any time in the vacation year before the employee has had vacation, shall be entitled to a proportionate salary or wage in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing.

Article 18 - Pension Plan

18.01 Eligible full-time employees shall enroll in the Ontario Municipal Employees Retirement System Plan. Other than continuous full-time employees, may enroll in O.M.E.R.S. if eligible. The Town and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Act, and any amendments made thereto. Benefits under this plan shall be in accordance with the O.M.E.R.S. Act, and any amendments made thereto.

18.02 The Town shall continue to contribute to the Canada Pension Plan for each eligible employee who makes contributions to such plan. All contributions and benefits under this plan shall be in accordance with legislation and any amendments made thereto.

Article 19 – Benefits

19.01 The Town will pay 100% of the premium cost to a benefit carrier chosen by the Town, to provide a benefit plan as outlined below.

19.02 The Town agrees to pay 100% of the premium costs to a carrier for the following health and dental benefits:

- (a) No deductible Major Medical, to provide for the provision of generic drugs rather than name brand unless specifically prescribed otherwise by the medical physician. A drug card will be supplied to employees.
- (b) A dispensing fee cap of \$7.00 will apply.

(c) Extended Health Care – Coverage is outlined in the benefits policy along with the maximum dollar amounts eligible; including the following:

- Psychology - \$1000 max
- Physiotherapy/Occupational Therapy - \$1000 max
- Chiropractor - \$550 max
- Massage Therapy - \$1000 max
- Podiatrist/Chiropodist - \$300 max
- Naturopath - \$400 max
- Speech Therapy - \$300 max
- Christian Science - \$300 max
- Hearing Aids – \$750 every 5 years
- Home Nursing Care - \$25, 000 each calendar year

(d) Vision Care

- \$500 per 24 months for glasses, lenses, frames, contact lenses or laser eye surgery for employees and their eligible dependents.
- Effective April 1, 2024 - \$525 per 24 months for glasses, lenses, frames, contact lenses or laser eye surgery for employees and their eligible dependents.

(e) Eye Exam

- Up to \$100.00 maximum every 24 months, if not covered by a Provincial/Government plan

(f) Dental Plan

- current ODA fee schedule
- Basic Services – 100% of eligible charges
- Major Services - 50% of eligible charges
- A \$2500 maximum per covered person per calendar year shall apply for Basic and Major Services combined
- Effective April 1, 2024 - A \$3000 maximum per covered person per calendar year shall apply for Basic and Major Services combined
- Orthodontic Services – 50% of eligible charges up to a \$4,000 lifetime maximum per eligible dependent child (includes adults)

19.03 The Town agrees to pay 100% of the premiums to a benefit carrier for the following:

(a) Life Insurance

- two times (2x) the employee's earnings (rounded to the next higher \$1,000) to a maximum of \$125,000, subject to the terms and conditions of the insurance carrier.
- \$10,000 Life Insurance coverage for a current spouse/partner and \$5,000 per dependent child of the employee. (For those employees who have family coverage)

(b) Accidental Death & Disbursement (AD&D)

- two times (2x) the employee's earnings (rounded to the next higher \$1,000) to a maximum of \$200,000, subject to the terms and conditions of the insurance carrier

(c) Long Term Disability (L.T.D.)

- 70% of the employee's monthly earnings (rounded to next higher \$1) to maximum \$3,500, subject to the terms and conditions of the insurance carrier.
- 17-week elimination period

19.04 It is understood and agreed to that the insured benefits described in Article 19 and its sub-clauses shall be subject to the terms and conditions of any governing master policy or statutory requirements.

19.05 It is understood and agreed to that the Town is responsible for providing the premiums to a benefit/insurance carrier only. The Town shall not be held directly responsible or be required to pay out a benefit to an employee should the benefit/insurance carrier deny a claim under the terms and conditions of the governing master policy or statutory requirement.

19.06 Long Term Disability

An employee who is unable to attend work due to illness and/or a non work related injury, and where the absence is expected to extend beyond a 17 week period, the employee shall apply for Long Term Disability Benefits. Approval and payment of Long Term Disability benefits shall be in accordance with the terms and conditions of the Benefit Carrier's plan. Human Resource Services will contact the employee prior to the 17th week to assist him/her with the Long Term Disability application process.

- (a) Such employee will now be granted a leave of absence from work at the commencement of benefits payable by the Long Term Disability plan supplemented by the Town to full pay as long as the employee has a balance of sick leave credits. The employee will be placed on an "inactive record". Seniority will accrue from the first (1st) date of absence for a two (2) year period. Seniority stops accruing after 2 years of absence. Upon depletion of accrued sick leave credits the leave of absence will be deemed to be an unpaid leave of absence.
- (b) The employee will be eligible to return to active employment providing that the employee's health is deemed satisfactory and adequate, as supplied in writing to the Town by a qualified physician, and providing that a position exists for which the employee's health, accrued seniority, qualifications and experience meet the job requirements.
- (c) Effective with the commencement to the employee of L.T.D. benefit payments, and while such payments continue, the Town shall continue to provide the employee with:
 - group life insurance in force at time of disability; and
 - basic health coverage if in force at time of disability.
- (d) No payment shall be made by the Town to or on behalf of an employee who has been granted leave of absence for Long Term Disability plan purposes with respect to statutory holidays, pensions, vacations, sick leave credits, lieu days, service pay, or any other form of compensation or benefits whatsoever, save and except those items contained in paragraphs (a) and (c) above.

19.07 Retirement

The Town agrees to pay 100% of the premium cost of a two (\$2,000.00) thousand dollar Life Insurance Policy for each employee upon retirement, to an employee who is in receipt of an O.M.E.R.S. Pension. The employee may purchase at their own expense, an additional two (\$2,000.00) thousand dollar Life Insurance Policy.

Note: For clarification, normal retirement age is as defined by the Ontario Municipal Employees' Retirement System.

19.08 The Town agrees to pay 100% of the premium cost for the following benefits, if in force at retirement, to those employees who hereafter retire and who have 10 years of full-time service with the Town of Ajax, and who are in receipt of a pension under the Ontario Municipal Employees' Retirement System (OMERS) until such member attains (65) sixty-five years of age consistent with the rules and regulations of the appropriate plans:

1. Extended Health Coverage with Vision rider;
2. Basic-Dental Coverage with a one (1) year lag in the O.D.A. rate.

(a) When an employee with 10 years of full-time service with the Town of Ajax and who is in receipt of a pension pursuant to OMERS disability provisions under the OMERS plan, the above benefits will be provided until the employee reaches the age of sixty-five (65) years and-as long as the employee is considered by OMERS to be eligible for an OMERS disability pension.

19.09 Survivor Benefits

In the event of an employee's death, the Town agrees to continue the premium payments for health and dental benefits in effect at the time of death, for a period of up to one (1) year for the employee's eligible dependents listed with the benefit carrier at the time of death. The benefit coverage will be continued to the earliest of:

- the date the dependent no longer qualifies, or
- the date the dependent spouse remarries, or
- the last day of the month in which the surviving spouse reaches age 65, or
- 12 months after the employee's date of death

(a) Survivor benefits are paid in accordance with the terms and conditions of the benefit carrier.

19.10 Benefits When Working Beyond Age 65

- (a) It is understood and agreed to that the Town pays a premium for benefit coverage to a benefit carrier. Therefore, it is understood and agreed to that the insured benefits described in Article 19.10 and its sub clauses shall be subject to the terms and conditions of any governing master policy or statutory requirements, and in accordance with the rules (including policies and procedures) and regulations of the benefit carrier.
- (b) The Provincial Plan will be the first payer of applicable benefits the first month following the month in which the employee turns sixty-five (65).

Medical and Dental Benefits

- (c) Employees who receive medical and dental benefits through the Town may continue (if applicable) to receive those benefits beyond the age of sixty-five (65) while they are working full-time, in accordance with the Town's Benefit Carrier.

- (d) Medical and Dental benefits will cease at the end of the month in which the working employee turns seventy (70) years of age, or when the employment relationship ends, whichever occurs first.

Long Term Disability Benefits

- (e) Long Term Disability benefits will cease seventeen (17) weeks prior to the employee's sixty-fifth (65) birthday, or when the employment relationship ends, whichever occurs first.

Life Insurance and Accidental Death & Disbursement Insurance

- (f) Life Insurance and Accidental Death & Disbursement Insurance is capped in accordance with the Benefit Carrier's policy at one times (1x) the employee's salary.
- (g) Life Insurance and Accidental Death & Disbursement Insurance coverage will cease at the end of the month in which the working employee turns seventy (70) years of age, or when the employment relationship ends, whichever occurs first.
- (h) Optional Life Insurance if in effect prior to the age of sixty-five (65), will cease at the end of the month in which the working employee turns seventy (70) years of age, or when the employment relationship ends, whichever occurs first. Premiums for Optional Life Insurance are paid by the employee, and are in accordance with the terms and regulations of the Benefit Carrier.
- (i) Basic Dependant Life Insurance coverage will cease at the end of the month in which the working employee turns seventy (70) years of age, or when the employment relationship ends, whichever occurs first.
- (j) With the exception of the Life Insurance Policy for retirees, employees who work beyond the age of sixty-five (65) and then retire are not eligible for the retiree benefits outlined in Article 19.08.
- (k) The Life Insurance Policy for retirees will be in accordance with Article 19.07.

W.S.I.B.

- (l) Any workplace accidents/injuries/illnesses will be subject to the policies, procedures and rules of the Workplace Safety Insurance Act and any amendments made thereto.

O.M.E.R.S.

- (m) Contributions made to and/or receipt of an O.M.E.R.S. pension shall be subject to O.M.E.R.S. rules and regulations and any amendments made thereto.

Canada Pension Plan

- (n) Contributions made to and/or receipt of C.P.P. shall be subject to the C.P.P. rules and regulations and any amendments made thereto.

All Other Conditions of Employment

- (o) All other conditions of employment such as sick leave, vacation, etc. shall remain the same, and in accordance with the Collective Agreement.

19.11 Training Club Membership

The Town will provide a one-year Training Club Membership at no cost to each employee including seasonal employees and retirees.

Note: Only those employees who have a retirement date of April 1, 2004 and forward shall be eligible for the training club membership.

Note: It is understood that any reference to Training Club Membership has always meant and continues to mean a Town owned training club facility.

Article 20 - Protective Clothing, Uniforms, Tools & Equipment

20.01 Employees who are engaged in work that causes abnormal wear and tear of their working attire shall be supplied with an adequate supply of work clothing to suit job conditions as determined by the Town. The Town will pay 100% of the cost of such work clothing.

(a) Employees supplied with work clothing will be required to wear such at all times during working hours;

(b) With the exception of coveralls and safety jackets, the employee will be responsible for the repair and laundry of all clothing supplied;

(e) The employee will be responsible for the repair and laundry of all clothing supplied;

(d) The parties agree that all clothing shall be ordered by March 31st of each year.

20.02 That each employee shall be supplied with work boots or shoes or replacement insoles as appropriate which shall be replaced as required. All footwear to be C.S.A. green patch standard, provided that the Town, after consultation with the Union, may authorize exceptions to this standard where it is not appropriate to the work being performed.

An employee who is covered for both clothing and footwear allowance may use \$50 from their clothing allowance to purchase a higher quality footwear provided their clothing is in good repair/condition.

20.03 Where the Town requires the Municipal Law Enforcement Officer(s) to wear a Uniform, such will be provided to the employee at no cost.

20.04 The Town will provide all tools and equipment necessary to carry out the work of the Town.

20.05 Mechanics and the Fleet Lead Technician shall receive up to a maximum of five hundred and fifty dollars (\$550.00) in a calendar year for new tools or tool replacement that directly supports their position. The Town employee must produce an original receipt for consideration for approval. If approved, the Town will reimburse the employee based on the approved purchases reflected on the receipt.

Effective April 1, 2024, Mechanics and the Fleet Lead Technician shall receive up to a maximum of six hundred dollars (\$600.00) in a calendar year for new tools or tool replacement that directly supports their position. The Town employee must produce an original receipt for consideration for approval. If approved, the Town will reimburse the employee based on the approved purchases reflected on the receipt.

Article 21 - Job Security

21.01 The Town agrees that no employee who has a seniority date prior to December 31, 2018 will be laid off by virtue of the contracting out of bargaining unit work.

Article 22 - Discipline

22.01 Providing that an employee has a clear disciplinary record for two (2) years, the record of an employee shall not be used to substantiate further disciplinary action.

- (a) Where a supervisor intends to interview an employee for disciplinary purposes and proposes to discharge, demote or suspend without pay said employee, the supervisor shall notify the employee at least one (1) hour before the proposed interview in order that the employee may contact a steward to be present at the interview. The Town will advise the Union Steward in advance of the nature for which the meeting is being called.

Article 23 - Technological Change

23.01 In the event that it may be determined by the Town to change the method of providing municipal services to the community by technological change, and it is also considered necessary to consider displacing a regular employee from the employee's job, the Town in accordance with past practice prior to displacing such employee shall consider the following:

- (a) Be responsible for retaining such employee, if possible;
- (b) Relocate the employee to another job in the employee's area of competence, or
- (c) Afford the employee the opportunity of retraining in an alternate job provided such employee is trainable;
- (d) Notify the Union of any such changes as soon as practicable and be afforded the opportunity to meet with the Chief Administrative Officer and such other Management personnel as he considers appropriate, such meeting to be held prior to implementation;
- (e) In the event that none of the items above can take place, any layoff that may have to be actioned will be done in accordance with Article 11.11.

Article 24 - Mileage Rate

24.01 The mileage rate shall be as determined by the Town from time to time.

Article 25 - Bulletin Boards

25.01 The Town shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

Article 26 - Correspondence

26.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Manager, HR Services and/or designate, and the Recording Secretary of the Union.

- 26.02** The Union Secretary may use the Town's e-mail system to send out meeting reminders. All other e-mail distribution is to be approved by Human Resource Services prior to sending.

Article 27 – Training & Employment Qualifications

- 27.01** The parties agree during the life of the Agreement to cooperate in the identification of training needs and the development of appropriate training programs, as required.

- (a) The employer will reimburse each employee that is required to maintain a minimum of a DZ license as stated in their JDA to a maximum of \$100 to cover the cost of a medical examination to complete the Ministry of Transportation of Ontario medical report. Employees with a higher class of license (i.e. AZ or CZ) that are required to have a DZ license as outlined in their JDA will also be reimbursed to a maximum of \$100 to cover the cost of a medical examination to complete the Ministry of Transportation of Ontario medical report.

- (b) Written Notice of Loss of Employment Qualifications

Any employee is required to give to their 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 as soon as the employee reports to work, 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.

Article 28- Copies of Agreement

- 28.01** The Union and the Town desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Town shall print, at its own costs, sufficient copies of the agreement in booklet form.

Article 29 - Job Evaluation

- 29.01** A Joint Job Evaluation Committee is established to review internal equity for positions covered by this Agreement. The Committee shall function as detailed in the Job Evaluation Guidelines dated November 2, 1998 and forming part of this Agreement.

- 29.02** The parties agree that the method used to evaluate all positions complies with the Pay Equity Act and that the proportional value approach used has lead to full internal equity.

Article 30 - Duration of Agreement

- 30.01** This Agreement will become effective on the 1st day of April, 2020 and remain in effect until the 31st day of March, 2025 and from year to year thereafter unless either party gives notice in writing not more than ninety (90) days prior to the expiration date in any year of its desire to amend same.

Article 31 - Temporary Assignment to Higher & Lower Classifications

- 31.01** Where an employee is assigned by the Town to a lower rated job classification, no change in wage rate will result.
- 31.02** When an employee is assigned by the Town:
- (a) To perform any core duties (as identified in the JDA) of a higher rated job classification which are not included in the assigned employee's JDA;
 - (b) For more than one (1) full scheduled working day in a five (5) consecutive working day period;
 - (c) For other than career development purposes mutually agreed by the employee and the Town;
 - (d) The employee will be paid at the same step of the higher rated job classification effective the first day of such assignment.

Article 32 - Flex Time

- 32.01** Flexible working hours will provide mechanisms to meet both employee preferences and Corporate needs. When a request for flexible working hours has been made, the following shall be taken into account:
- (a) Customer service and departmental efficiency
 - (b) Core hours with flexible start / finish times
 - (c) Variable length of lunch hours (minimum of ½ hour and a maximum of 2 hours)
 - (d) Requirements for the presence of certain skills at certain times
 - (e) The banking of time by employees for a part day off from time to time (this is calculated as straight time, meaning 1 hour worked = 1 hour banked)
 - (f) Maintenance of the integrity of standard bi-weekly hours
 - (g) Reductions in overtime
 - (h) Other features that may be considered favourable by the Town and the Employee
- 32.02** Days off and holidays will be based on 7 hours or 8 hours per Schedule "C".
- 32.03** The length of a day worked is limited to a minimum of four (4) hours (for employees who normally work 40 hours per week) and three and one half (3.5) (for employees who normally work 35 hours per week) hours and a maximum of twelve (12) hours.
- 32.04** Notwithstanding legislation that may dictate otherwise, arrangements of Flex hours will only be conducted where management and all participating employee(s) affected by the changes to the hours of work agree to its conduct.
- 32.05** Flex hour arrangements does not imply any understating by either party for future permanence.
- 32.06** Subject to discussion with the other party, either party may terminate Flex hour arrangements with thirty (30) days notice, at any time.

32.07 The Union accepts that the needs of the departments vary and that each arrangement of hours of work must be considered in light of those needs.

32.08 A request by either party to flex hours (including single days) shall not be considered a shift change.

Article 33 - ESA Excess Hours of Work Permits

33.01 The Union and the Town agree to permit work in excess of the regular hours, to a maximum of sixty (60) and seventy (70) hours per week in a seven (7) day cycle.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of this 20th day of June 2022.

For the Town of Ajax


Shaun Collier (Oct 28, 2022 17:12 EDT)

Shaun Collier
Mayor


Mary Lou Cosentino (Oct 28, 2022 18:39 EDT)

Mary Lou Cosentino
Manager of H.R. Services


Fay Calliste (Oct 28, 2022 16:59 EDT)

Fay Calliste
Senior Labour & Employee Relations
Advisor


Nicole Cooper (Oct 31, 2022 10:37 EDT)

Nicole Cooper
Director, Legislative Services/Clerk


Dave Meredith (Nov 14, 2022 12:54 EST)

Dave Meredith
Director, Operations & Environmental
Services


Dianne Valentim (Nov 15, 2022 09:59 EST)

Dianne Valentim
Director of Finance / Treasurer


Chris Vida (Nov 15, 2022 11:58 EST)

Chris Vida
Director, Recreation, Culture & Community
Development

For C.U.P.E. Local 54


Alexandra Garces (Nov 14, 2022 15:00 EST)

Alexandra Garces
C.U.P.E. Local 54 President

Rayanne Lees
C.U.P.E. Local 54, National Representative


Don Steenson (Nov 14, 2022 15:04 EST)

Don Steenson
C.U.P.E. Local 54, Vice President


Katie Carpe (Nov 14, 2022 14:06 EST)

Katie Carpe
C.U.P.E. Local 54 Bargaining Member

Sonia Courtney
C.U.P.E. Local 54 Bargaining Member


Murray Loughheed (Nov 14, 2022 15:42 EST)

Murray Loughheed
C.U.P.E. Local 54 Bargaining Member

Schedule A- Hours of Work and Overtime

EMPLOYEES IN JOB CLASSIFICATIONS DESIGNATED IN SCHEDULE "C"
AS FORTY (40) HOURS PER WEEK.

A 1 Forty (40) Hour Week**A 1.1 Recreation, Culture and Community Development**

The standard hours of work shall be forty (40) per week consisting of five (5) shifts of eight (8) hours each with a one-half ($\frac{1}{2}$) hour unpaid meal break. The hours of work shall be scheduled from time to time to accommodate the operational requirements of the Department.

A 1.2 Operations & Environmental Services Department

With the exception of those positions referenced elsewhere herein the standard hours of work shall be forty (40) per week consisting of five (5) shifts of eight (8) hours each with a one-half ($\frac{1}{2}$) hour unpaid meal break. The hours of work shall be scheduled from time to time to accommodate the operational requirements of the Department between 7:30 a.m. and 4.00 p.m., Monday to Saturday with a maximum of six (6) Saturday shifts per employee per year.

Seasonal Employees

- A 1.2.1** Hours of work for Seasonal employees are between 7:30 a.m. and 8.00 p.m., Monday to Sunday with a maximum of sixteen (16) Saturday and sixteen (16) Sunday shifts per Seasonal employee per year. Scheduled weekends are not considered overtime work and are paid at straight time.
- A 1.2.2** The Town may amend the hours of work to 6:00 a.m. to 12:00 a.m. The Town will give Seasonal Employees a minimum of 3 days notice if their hours of work are to be rescheduled.
- A 1.2.3** A Seasonal Employee may request to flex hours of work between 6:00 a.m. and 12:00 a.m. Approval of such will be at the discretion of the Town and dependant on the operations of the department and/or nature of work being carried out by the Seasonal Employee.

A 1.2.4 Sports Fields

- A maximum of two (2) Parks Maintenance Workers ~~Operators~~ (those who normally perform the work), including the Sports Field Technician, or Operators in Training (OIT) may be scheduled to work a maximum of six (6) weekends (Saturday and Sunday) between May 1st and October 31st.
- Maximum 12 hour shifts between the hours of 6:00 a.m. - 12:00 a.m. on weekends.
- Hours of work (80) will be averaged over 2 weeks.

A 1.2.5 Special Events

- A maximum of four (4) ESW's (those who normally perform the work), may be scheduled to work weekends (Saturday and Sunday) between May 1st and October 31st.

SCHEDULE “A”

- Maximum 12 hour shifts between the hours of 6:00 a.m. - 12:00 a.m.
- Hours of work (80) will be averaged over 2 weeks.
- This opportunity will be posted for a five (5) day period prior to February 28th of each year. The selection of the schedule shall be based on seniority.
- If more than four (4) employees indicate interest, the assignment will be awarded to the most senior ESW(s).
- If there are no volunteers who sign up for the Special Events assignment, then the ESW(s) with the least amount of seniority will be assigned to the work.

A 1.2.6 Grounds Maintenance

- Between May 1st and October 31st a maximum of six (6) ESW's (those who normally perform the work), may be scheduled maximum 12 hour shifts between the hours of 6:00 a.m. - 9:00 p.m., and a maximum of six (6) weekends (Saturday and Sunday).
- Hours of work (80) will be averaged over 2 weeks.
- Schedules for May 1st to July 31st will be posted by April 1st. Schedules for August 1 to October 31st will be posted by July 1st.
- The selection of ESW's assigned to the posted shift schedule, will be offered on a seniority basis, starting with the most senior ESW.
- ESW's assigned to the Special Event assignment, are not eligible for the posted grounds maintenance schedule.
- If there are no volunteers who sign up for Grounds Maintenance, then the ESW(s) with the least amount of seniority will be assigned to the work.

A 1.3 Line Painting

- A 1.3.1** When Line painting is required, shifts will be scheduled in one (1) week blocks between May 1st and October 31st. There will be a maximum of ten (10) weeks scheduled within this timeframe.
- A 1.3.2** Monday to Thursday or Tuesday to Friday, 11:00 p.m. to 9:30 a.m. or 6:00 a.m. to 4:30 p.m. – 10 hour days, 4 day work week. The selection of the schedule shall be based on seniority.
- A 1.3.3** There will be (4) staff in Operations assigned to Line Painting, with one staff designated and paid as the team lead.

A 1.4 Street Sweeping (Includes Parking Lots and Trails)

- A 1.4.1** The first day of a new pay period commencing closest to April 15 ending the last day of the pay period closest November 15.
- A 1.4.2** Monday to Thursday or Tuesday to Friday, 6:00 a.m. to 4:30 p.m. – 10 hour days, 4 day work week. The selection of the schedule shall be based on seniority.
- A 1.4.3** Primary responsibilities for running both sweepers and mini sweeper. Other duties may be assigned based on work plan priorities or equipment breakdowns.
 - (a)** 3 employees to sign up for Street Sweeping as follows:
 - 2 employees to run sweepers
 - 1 employee to cover for vacation and other absences as may be required

SCHEDULE "A"

- A 1.4.4** If additional sweeping equipment is acquired, the number of staff will be adjusted through the sign-up process.
- A 1.4.5** If more than three employees indicate interest, the assignment will be awarded to the most senior qualified Road Maintenance Worker.
- A 1.4.6** If there are no volunteers who sign up for the Street Sweeping assignment, then the qualified Road Maintenance Worker with the least amount of seniority will be assigned to the work.
- A 1.4.7** This opportunity will be posted (within the Operations section only) for a five (5) day period prior to February 28th of each year.

A 1.5 Patrolperson

- A 1.5.1** Patrolpersons will be scheduled to work 40 hours per week, Monday to Sunday, with shift lengths ranging between 8, 10, and 12 hours between the first day of the pay period prior to/or on November 15th and the end of the pay period following or/on April 15th. Management and the Patrolpersons may mutually agree to end this term earlier based on weather conditions and operational needs.
- A 1.5.2** During the non-winter patrol season (outside of the time period noted above), Patrolpersons hours of work will be in accordance with the Collective Agreement.
- A 1.5.3** During the non-winter patrol season; Patrolpersons will perform duties as outlined on their J.D.A.
- A 1.5.4** Forty (40) Hours / Eighty (80) Hours Averaged over two (2) weeks.
- A 1.5.5** Patrolpersons will only be eligible to schedule three Saturday and/or Sunday as vacation or lieu between November 15 and April 15th. The Town will seek volunteers from the Road Maintenance Worker(s), to cover absences. If more than one Road Maintenance Worker volunteers, the Road Maintenance Worker with the most seniority shall get the shift. Should there be no volunteers, the Town will schedule the Road Maintenance Worker with the least amount of seniority to cover. The shift change will be in accordance with this Collective Agreement.
- A 1.5.6** Article A 9.1.1 does not apply to Patrolpersons. If the Patrolperson does not wish to work the statutory holiday they have the option to switch their shift with another Patrolperson.
- A 1.5.7** All Roads Maintenance Workers will be trained and qualified to cover patrolperson absences.

A 1.6 Winter Control Standby

- A 1.6.1** Winter Control Standby shall be from November 15th up to and including April 15th.
- A 1.6.2** All Roads Maintenance Workers, Parks Maintenance Workers, Environmental Service Workers, Gardeners, Arborists, Working Foreperson, Yard Attendant, and Sportsfield Technician shall be placed on Winter Control Standby

SCHEDULE "A"

- A 1.6.3** The call-out order for a winter control event shall be based on the classification required and the lowest overtime within that classification (as per the overtime board) as follows:
- (a) Five Tons – Road Maintenance Worker, Park Maintenance Worker, ESW, and Yard Attendant. Individuals must be signed-off to plow/salt.
 - (b) Sidewalk – ESW, Yard Attendant, Park Maintenance Worker, Road Maintenance Worker, Gardener, Arborist and Sportsfield Technician
 - (c) Other Winter Control Equipment – lowest hours for individuals that have the qualifications required regardless of the following classifications; ESW, Yard Attendant, Park Maintenance Worker, Road Maintenance Worker, Gardener, Arborist and Sportsfield Technician.
- A 1.6.4** If the Town determines that more staff in addition to those on the Standby List are required, then the following shall be considered the call-out order (based on low hours) provided the individuals have the qualifications required. Employees on probation will be contacted in accordance with their respective call-out order:
- (a) Employees on Vacation (Who are asked and who agree to be available while on approved vacation will receive Standby pay for the days they are on Standby).
 - (b) Urban Forestry Technician
 - (c) Fleet Services (who are not on-call)
 - (d) Patrolperson (provided it does not interfere with their normal duties and in accordance with hours of work legislation)
 - (e) Working Foreperson
 - (f) Seasonal Staff
 - (g) Any other employee who works for the Town
- A 1.6.5** The overtime tracking board will be updated on a daily basis. The Patrolperson and/or the Working Foreperson will update the overtime by electronically tracking the hours worked (for OT opportunities) and tracking the hours of work (for hours-of-service legislation) for each employee.
- A 1.6.6** The overtime tracking board will be reset on the November 15 and April 15 of each year.
- A 1.6.7** Once an employee has reached 65 hours in a seven (7) day cycle or ten (10) consecutive days worked, they will immediately be given legislated time off to reset their hours and not called for Standby until their time has been reset.
- A 1.6.8** A maximum of five (5) employees who are on Winter Control Standby may be off on approved vacation/lieu time at any one time during the Winter Control Season. A maximum of eight (8) employees (which includes those on approved vacation/lieu time) may be allowed to be off Winter Control Standby at any one time during the winter control season at the discretion of the Manager/Supervisor, subject to weather conditions and operational requirements. Employees may not use time off requests in a manner to avoid being on Winter Control Standby.

SCHEDULE "A"

- A 1.6.9** Employees, who are on approved time off and unavailable for Winter Control Standby, will not be paid the Standby premium for the days they are unavailable. Employees who are off sick will not be paid or called in for Standby until such time as they return to work.
- A 1.6.10** All Roads Maintenance Worker may be required to run the loader from time to time. During a winter control event, the Roads Maintenance Worker with the lowest hours will be called to operate the loader.
- A 1.6.11** The Patrolperson will be responsible to initiate a call-in in response to weather concerns. Calls from Fire & Emergency Services will be sent directly to the Patrolperson for investigation, coordination and response.

A 2 Forty Hour Averaging

- A 2.1** Employees of Recreation, Culture and Community Development on a forty (40) hour week, employed on a rotating or irregular shift or scheduled to work in excess of eight (8) hours per day, shall work an average of 160 hours per four (4) week period or 120 hours per three (3) week period.
- A 2.2** Employees in the Operations & Environmental Services Department on a forty (40) hour week, employed on a rotating or irregular shift or scheduled to work in excess of eight (8) hours per day, shall work an average of eighty (80) hours per two week period.

A 3 Overtime

- A 3.1** Employees on a forty (40) hour work week not assigned to a rotating shift or irregular shift shall be paid at the rate of time and one-half (1½) for all authorized time worked in excess of eight (8) hours in one day.
- A 3.2** Employees on a forty (40) hour work week assigned to rotating or irregular shift shall be paid at the rate of time and one-half (1½) for all authorized time worked in excess of the schedule.
- A3.3** In the event that a Pool Operator or Arena Operator calls in sick, only the first sick day will be replaced as an overtime opportunity. The Town reserves the right to replace any subsequent sick days with part time staff that are qualified and available to work.

EMPLOYEES IN JOB CLASSIFICATIONS DESIGNATED IN SCHEDULE "C" AS THIRTY-FIVE (35) HOURS PER WEEK

A 4 Thirty-five (35) Hour Week

- A 4.1.** The standard hours of work shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) hours each with a one (1) hour unpaid meal break. The hours of work shall be scheduled to accommodate the operational requirements of each department as follows:
 - A 4.1.1** Except as provided in 4.1.2, 4.1.3 , 4.1.4 and 4.15 below between 8:30 a.m. and 4:30 p.m. Monday to Saturday, with a maximum of six (6) Saturday shifts per employee per year.

SCHEDULE "A"

A 4.1.2 Customer Service Representatives in Recreation, Culture and Community Development on rotating shifts between 6.00 a.m. and 10:30 p.m. Monday to Saturday, with a maximum of six (6) Saturday shifts per employee per year; and

(a) Customer Service Representatives in the McLean Community Centre on rotating shifts between 5:15 a.m. and 10:30 p.m. Monday to Saturday, with a maximum of six (6) Saturday shifts per employee per year.

A 4.1.3 Municipal Law Enforcement Officers between 8:30 a.m. and 4:30 p.m. with up to two (2) evening shifts between 1.00 p.m. and 9.00 p.m. and one Saturday or Sunday shift per month.

(a) Municipal Law Enforcement Officers hired after October 1, 2014, will work a four week rotation averaging thirty-five (35) hours per week which will include five (5) consecutive evening shifts per rotation and one (1) full weekend (Saturday and Sunday) shift per four (4) week rotation. The four (4) week rotation will be scheduled in accordance with the demand for service. Employees shall receive four (4) weeks' notice of their scheduled hours. For the purposes of this clause, a shift equals 1 day, with the exception of a "full weekend" shift which includes both Saturday and Sunday.

A 4.1.4 Municipal Law Enforcement Officers in Animal Control will work a three week rotation averaging thirty-five (35) hours per week including a maximum of one (1) weekend in three (3). Animal Control Officers will also be required to be on-call when scheduled and Schedule "A" 7.1 shall apply. The three week rotation will be scheduled in accordance with the demand for service. Employees shall receive four (4) weeks notice of their scheduled hours.

A 4.1.5 Associates and Customer Service Representatives in Operations & Environmental Services between 7:30 a.m. and 4:30 p.m. Monday to Saturday, with a maximum of six (6) Saturday shifts per employee per year.

A.4.2 Thirty-five Hour Averaging

Employees on a thirty-five (35) hour week, employed on a rotating or irregular shift or scheduled to work in excess of seven (7) hours per day, shall work an average of 140 hours per four (4) week period or 105 hours per three (3) week period.

A 5 Overtime

A 5.1 Employees required to work in excess of a normal work day or normal work week shall be compensated at the rate of time and one-half (1½) for all authorized time worked.

EMPLOYEES IN ALL JOB CLASSIFICATIONS

A 6 Time off in Lieu

A 6.1 Employees assigned to work overtime shall accumulate such time at the applicable overtime rate and after every three month period, may exercise the option of being paid for such accumulated time or retaining up to five (5) days total banked time to be taken as paid leave from work. Lieu time shall be scheduled with full regard for the operational needs of the department and at the discretion of the department head.

SCHEDULE "A"

A 6.2 The following process regarding overtime accumulation and pay out for Town Hall employees (including administrative staff in Recreation, Culture & Community Development) will be as follows:

A 6.2.1 Every (quarter) three months, employees may exercise their option to be paid the overtime accumulated in their bank, or they may combine the option of pay for some of the time accumulated and taking time off in lieu of overtime. In any event, the employee may not keep more than 5 days banked going into the next quarter.

A 6.2.2 In addition to the above, if a Town Hall employee (including administrative staff in Recreation, Culture & Community Development) wishes to receive pay for time in their bank they may notify Human Resource Services in writing by the 15th of the month prior to the monthly payout date. The monthly payout dates are as follows:

- January
- February
- April
- May
- July
- August
- October
- November

A 6.2.3 Overtime will be paid on the 1st pay of the monthly pay out date.

A 6.2.4 In order to be paid overtime in one of the monthly payouts, the employee must have the time in their bank prior to submitting the request. Late requests will be denied.

A 7 On-Call and Winter Control Standby

A 7.1 Employees assigned to be the On-call person for overtime call-out and for provision of advice by telephone shall be paid \$28.00 per day.

A 7.1.1 Employees from By-Law, IT Services and Operations & Environmental Services who are On-Call will be paid for 3 hours at the rate of time and one-half (1 1/2) of their regular wages when they exceed 5 phone calls in the evening that they are on-call, or when the calls either combined or on their own result in the employee spending more than 1 hour of their time resolving the issue. Only 1 call-out per evening will be paid. If an issue extends beyond 3 hours in total, the employee will be paid at time and one-half for the additional hours worked beyond the 3 hours.

A 7.2 Winter Control Standby: Employees assigned to be available for Standby for overtime call-out shall be paid \$23.00 per day.

A 8 Call Out

A 8.1 Employees called out to work on overtime shall be paid for a minimum of three (3) hours at the rate of time and one-half (1½) of the regular rate of wages.

A 9 Holiday/Sunday Premium

A 9.1 Employees who work on the paid holidays defined in Article 16.01 or on a Sunday, or in the case of employees assigned to rotating or irregular shifts, the day designated as Sunday, shall be paid at the rate of double the regular rate of wages.

A 9.1.1 All work on a paid holiday shall be on a voluntary basis, and distribution shall be in accordance with the overtime distribution system. If there are no volunteers, then the work shall be scheduled starting with the least senior person in the classification required.

Note: It is understood that working on that paid holiday if scheduled is not voluntary for Seasonal Employees.

A 10 Distribution of Overtime

A 10.1 Except for employees assigned to Standby, all overtime shall be voluntary. When overtime is required, the employer shall assign those employees who normally perform the work or are qualified to perform the duties required on a rotating basis based on the amount of overtime worked or refused in the following order:

A 10.1.1 The Town shall first offer the overtime to the employees with the least amount of overtime worked or refused in the classification required;

A 10.1.2 If there are insufficient volunteers or more employees are required to work overtime, the Town shall next offer the overtime to the employees with the least amount of overtime worked or refused in a related classification;

A 10.1.3 If there is overtime available after all of the above classifications have been given an opportunity to work the Town shall offer the overtime to the remaining employees outside the classification required with the least amount of overtime worked or refused provided the employee is qualified to perform the overtime work.

A 10.1.4 In the case of Winter Control Operations after 10.1.1 to 10.1.3 above have been applied, overtime work remaining shall be offered to qualified employees from other than Operations and Environmental Services Department who have volunteered in writing by October 31st of each year.

A 10.1.5 It is understood that where an employee is requested to stay beyond the end of their normal shift to complete the work they are currently performing, that the work being performed is not considered too be an overtime opportunity for the purposes of Clause 10.1.1.

A 10.1.6 The Town agrees that any missed opportunity for overtime shall be corrected by the Employee being offered another opportunity at a mutually agreeable time. The Overtime shall be a created opportunity which does not effect regular overtime.

A 10.1.7 An overtime tracking board shall be posted in Operations & Environmental Services in an area that is available to employees. The tracking board shall be updated on a daily basis by the Employer and shall show the annual total with monthly breakdowns. The previous month tracking board shall remain

posted. On weekends outside of winter control, the On-Call person shall record the hours of overtime worked or refused. Further call-outs on the same weekend will be done in accordance with the amended call-out list. The Employer will put all hours on the tracking board at the beginning of the next regular working day.

Note for clarity: A refused opportunity occurs when the employee declines overtime or has not returned the call before overtime has been accepted by another employee.

A 10.1.8

- a) Employees on trial period who are qualified will be eligible to perform overtime work in accordance with the Collective Agreement.
- b) Employees on probation who are qualified will be eligible to perform overtime work if no qualified permanent employees in the same classification are available.
- c) Employees that have returned from a long term leave of absence greater than one (1) month will be placed on the overtime board with the amount of overtime prior to the commencement of the leave or one (1) hour less overtime than the employee with the least amount of overtime worked or refused whichever is greater.

A 11 Shift Premium

A 11.1 Each employee who works on a regular afternoon or night shift shall be paid shift premium of \$2.00 per hour for the full shift provided that a majority of hours worked, exclusive of overtime fall between 4.00 p.m. in the afternoon and 8.00 a.m. in the morning of the following day.

A 12 Change of Shift/Turn Around Time

A 12.1 When the employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new" shift (twenty-four (24) hours following a night shift.) If an employee's "new" shift commences during such rest period, the employee shall be paid at the rate of time and one-half (1½) for all hours which fall within the rest period.

A 12.2 Where an employee's previously scheduled shift is changed a minimum of twenty-four (24) hours notice shall be provided. If such notice is not provided the employee shall be paid at the rate of time and one-half (1½) for all hours worked which fall within the twenty-four (24) hours notice period. Where an employee provides less than twenty-four (24) hours notice that they will be absent due to illness or Union paid leave of absence for their next shift, the replacement shift will not be subject to this minimum notice provision.

A 13 Rest Periods

A 13.1 Employees shall be permitted a paid rest period of fifteen (15) minutes in the first half and the second half of each workday. Paid rest periods are to be taken at the work site.

A 14 Service Pay

- A 14.1** All employees eligible for service pay in 1998 shall be paid the same amount due in 1998 in each subsequent year, payable annually on the first regular pay in December.

A 15 Meal Premium

- A 15.1** Employees who are called to report to work outside of their normal working hours and are required to arrive at or prior to 5:15 a.m. shall receive a \$10.00 breakfast premium. Breakfast premiums shall be included with the employee's pay in the pay period for which the premium was earned.
- A 15.2** Employees who are required to work more than three (3) consecutive hours past their normal stop time, shall be entitled to a \$15.00 dinner premium. Dinner premiums shall be included with the employee's pay in the pay period for which the premium was earned.

A 16 Team Leader Premium

- A 16.1** Where an employee is assigned by the Town to perform additional duties of a supervisory or leadership nature for more than one full scheduled day, a premium of \$2.00 per hour will be paid effective from the start of the assignment.

Schedule C- 2020-2024 Wage Schedules

**2020 Wage Schedule
(Effective April 1, 2020)**

Pay Band	Position	Hours of Work Per Week	Probationary	Step 1	Step 2
18			\$46.38	\$47.71	\$49.09
17	Active Transportation Coordinator Capital Projects Coordinator Water Resources Engineer Plans Examiner*	35 35 35 35	\$44.17	\$45.42	\$46.74
16	Development Engineering Coordinator Planner Engineering Site Plan Coordinator	35 35 35	\$41.35	\$42.53	\$43.75
15	Building Inspector Lead Technician Fleet Services Purchasing Agent/Buyer Senior Transportation Technologist Working Foreperson – Building Maintenance	35 40 35 35 40	\$39.75	\$40.93	\$42.13
14	Senior GIS Applications Analyst	35	\$38.18	\$39.36	\$40.55
13	Capital Projects Inspector Capital Projects Technologist Development Engineering Technologist Planning Technician Journeyman Mechanic Operations Municipal Law Enforcement Officer Transportation Technologist Working Foreperson – Parks Maintenance	35 35 35 35 40 40 35 35 40	\$36.57	\$37.76	\$38.98

SCHEDULE "C"

	Working Foreperson – Roads Operations & Maintenance	40			
12			\$34.96	\$36.16	\$37.36
	Arborist	40			
	Maintenance Technician	40			
	Operations Technologist – Permits & Inspections	40			
	Recreation Software Analyst	35			
	Sports Field Technician	40			
	Urban Forestry Technician	40			
11			\$33.39	\$34.56	\$35.75
	Asset Management Technologist	35			
	Facility Asset Management Technician	35			
	Facility Booking Representative	35			
	Financial Data Specialist	35			
	Permit Application Examiner	35			
	Gardener	40			
	Operations Procurement & Inventory Representative	40			
	Service Desk Analyst	35			
	Patrolperson	40			
10			\$31.83	\$32.98	\$34.18
	Accounting Clerk	35			
	Arena Operator	40			
	Building Information Specialist	35			
	GIS Analyst	35			
	Operator	40			
	Purchasing Clerk	35			
	Tax Representative - Collections	35			
	Tax Representative	35			
9			\$30.23	\$31.42	\$32.58
	Accounts Payable Representative	35			
	By-Law Services Associate	35			
	CSR Recreation	35			
	Information Desk/Lotteries Associate	35			
	Facilities Associate	35			
	Pool Operator	40			
8			\$28.64	\$29.81	\$31.01
	Building Associate	35			

SCHEDULE "C"

	CSR Finance	35			
	CSR Operations	35			
	Customer Service / Vital Statistics Associate	35			
	Economic Development Associate	35			
	Environmental Service Worker	40			
	OES Associate	35			
	Planning Clerk	35			
7	Switchboard/Parking Associate	35	\$27.08	\$28.24	\$29.41
	Yard & Controlled Storage Representative	40			
6	Custodian	40	\$25.55	\$26.69	\$27.82
5	Courier	35	\$24.06	\$25.13	\$26.21
4	n/a	0	\$22.73	\$23.69	\$24.64
3	n/a	0	\$21.43	\$22.24	\$23.04

*Market Adjustment
Economic Increase – 1.75%
Classifications are a snapshot in time and are subject to change

2021 Wage Schedule

(Effective April 1, 2021)

Pay Band	Position	Hours of Work Per Week	Probationary	Step 1	Step 2
18			\$47.19	\$48.54	\$49.95
17	Active Transportation Coordinator Capital Projects Coordinator Water Resources Engineer Plans Examiner*	35 35 35 35	\$44.94	\$46.21	\$47.56
16	Development Engineering Coordinator Planner Engineering Site Plan Coordinator	35 35 35	\$42.07	\$43.27	\$44.52
15	Building Inspector Lead Technician Fleet Services Purchasing Agent/Buyer Senior Transportation Technologist Working Foreperson – Building Maintenance	35 40 35 35 40	\$40.45	\$41.65	\$42.87
14	Senior GIS Applications Analyst	35	\$38.85	\$40.05	\$41.26
13	Capital Projects Inspector Capital Projects Technologist Development Engineering Technologist Planning Technician Journeyman Mechanic Operations Municipal Law Enforcement Officer Transportation Technologist Working Foreperson – Parks Maintenance Working Foreperson – Roads Operations & Maintenance	35 35 35 35 40 40 35 35 40 40	\$37.21	\$38.42	\$39.66
12			\$35.57	\$36.79	\$38.01

SCHEDULE "C"

	Arborist	40			
	Maintenance Technician	40			
	Operations Technologist – Permits & Inspections	40			
	Recreation Software Analyst	35			
	Sports Field Technician	40			
	Urban Forestry Technician	40			
11	Asset Management Technologist	35	\$33.97	\$35.16	\$36.38
	Facility Booking Representative	35			
	Financial Data Specialist	35			
	Permit Application Examiner	35			
	Gardener	40			
	Operations Procurement & Inventory Representative	40			
	Service Desk Analyst	35			
	Patrolperson*	40			
10	Accounting Clerk	35	\$32.39	\$33.56	\$34.78
	Arena Operator	40			
	Building Information Specialist	35			
	GIS Analyst	35			
	Operator	40			
	Purchasing Clerk	35			
	Tax Representative - Collections	35			
	Tax Representative	35			
9	Accounts Payable Representative	35	\$30.76	\$31.97	\$33.15
	By-Law Services Associate	35			
	CSR Recreation	35			
	Information Desk/Lotteries Associate	35			
	Facilities Associate	35			
	Pool Operator	40			
8	Building Clerk	35	\$29.14	\$30.33	\$31.55
	CSR Finance	35			
	CSR Operations	35			
	Customer Service / Vital Statistics Associate	35			
	Economic Development Associate	35			
	Environmental Service Worker	40			
	OES Associate	35			

SCHEDULE "C"

	Planning Clerk	35			
7	Switchboard/Parking Associate Yard & Controlled Storage Representative	35 40	\$27.55	\$28.73	\$29.92
6	Custodian	40	\$26.00	\$27.16	\$28.31
5	Courier	35	\$24.48	\$25.57	\$26.67
4		0	\$23.13	\$24.10	\$25.07
3		0	\$21.81	\$22.63	\$23.44

*Market Adjustment
Economic Increase – 1.75%
Classifications are a snapshot in time and are subject to change

2022 Wage Schedule
(Effective April 1, 2022)

Pay Band	Position	Hours of Work Per Week	Probationary	Step 1	Step 2
18	n/a		\$48.13	\$49.51	\$50.95
17	Active Transportation Coordinator Capital Projects Coordinator Water Resources Engineer Plans Examiner* Transportation Planning Coordinator	35 35 35 35 35	\$45.84	\$47.13	\$48.51
16	Development Engineering Coordinator Environmental Planner Planner Engineering Site Plan Coordinator	35 35 35 35	\$42.91	\$44.14	\$45.41
15	Building Inspector* Lead Technician Fleet Services Purchasing Agent/Buyer Working Foreperson – Building Maintenance	35 40 35 40	\$41.26	\$42.48	\$43.73
14	Senior GIS Applications Analyst	35	\$39.63	\$40.85	\$42.09
13	Capital Projects Inspector Capital Projects Technologist Development Engineering Technologist Planning Technician Journeyman Mechanic Operations Municipal Law Enforcement Officer Transportation Technologist Working Foreperson – Parks Maintenance Working Foreperson – Roads Operations & Maintenance	35 35 35 35 40 40 35 35 40 40	\$37.95	\$39.19	\$40.45

SCHEDULE "C"

12	Arborist	40	\$36.28	\$37.53	\$38.77
	Maintenance Technician	40			
	Operations Technologist – Permits & Inspections	40			
	Recreation Software Analyst	35			
	Sports Field Technician	40			
	Urban Forestry Technician	40			
11	Asset Management Technologist	35	\$34.65	\$35.86	\$37.11
	Facility Asset Management Technician	35			
	Facility Booking Representative	35			
	Financial Data Specialist	35			
	Permit Application Examiner	35			
	Gardener	40			
	Operations Procurement & Inventory Representative	40			
	Service Desk Analyst	35			
	Patrolperson	40			
10	Accounting Clerk	35	\$33.04	\$34.23	\$35.48
	Arena Operator	40			
	Building Information Specialist	35			
	GIS Analyst	35			
	Parks Maintenance Worker	40			
	Roads Maintenance Worker	40			
	Purchasing Clerk	35			
	Tax Representative - Collections	35			
	Tax Representative	35			
9	Accounts Payable Representative	35	\$31.38	\$32.61	\$33.81
	By-Law Services Associate	35			
	CSR Recreation	35			
	Information Desk/Lotteries Associate	35			
	Facilities Associate	35			
	Pool Operator	40			
8	Building Clerk	35	\$29.72	\$30.94	\$32.18
	CSR Finance	35			
	CSR Operations	35			

SCHEDULE "C"

	Customer Service / Vital Statistics Associate	35			
	Economic Development Associate	35			
	Environmental Service Worker	40			
	OES Associate	35			
	Planning Clerk	35			
7	Switchboard/Parking Associate	35	\$28.10	\$29.30	\$30.52
	Yard & Controlled Storage Representative	40			
6	Custodian	40	\$26.52	\$27.70	\$28.88
5	Courier	35	\$24.97	\$26.08	\$27.20
4	n/a	0	\$23.59	\$24.58	\$25.57
3	n/a	0	\$22.25	\$23.08	\$23.91

*Market Adjustment
Economic Increase – 2%
Classifications are a snapshot in time and are subject to change

2023 Wage Schedule

(Effective April 1, 2023)

Pay Band	Position	Hours of Work Per Week	Probationary	Step 1	Step 2
18	n/a		\$49.09	\$50.50	\$51.97
17	Active Transportation Coordinator Capital Projects Coordinator Water Resources Engineer Plans Examiner* Transportation Planning Coordinator	35 35 35 35 35	\$46.76	\$48.07	\$49.48
16	Development Engineering Coordinator Environmental Planner Planner Engineering Site Plan Coordinator	35 35 35 35	\$43.77	\$45.02	\$46.32
15	Building Inspector* Lead Technician Fleet Services Purchasing Agent/Buyer Working Foreperson – Building Maintenance	35 40 35 40	\$42.09	\$43.33	\$44.60
14	Senior GIS Applications Analyst	35	\$40.42	\$41.67	\$42.93
13	Capital Projects Inspector Capital Projects Technologist Development Engineering Technologist Planning Technician Journeyman Mechanic Operations Municipal Law Enforcement Officer Transportation Technologist Working Foreperson – Parks Maintenance Working Foreperson – Roads Operations & Maintenance	35 35 35 35 40 40 35 35 40 40	\$38.71	\$39.97	\$41.26

SCHEDULE "C"

12	Arborist	40	\$37.01	\$38.28	\$39.55
	Maintenance Technician	40			
	Operations Technologist – Permits & Inspections	40			
	Recreation Software Analyst	35			
	Sports Field Technician	40			
	Urban Forestry Technician	40			
11	Asset Management Technologist	35	\$35.34	\$36.58	\$37.85
	Facility Booking Representative	35			
	Financial Data Specialist	35			
	Permit Application Examiner	35			
	Gardener	40			
	Operations Procurement & Inventory Representative	40			
	Service Desk Analyst	35			
	Patrolperson	40			
10	Accounting Clerk	35	\$33.70	\$34.91	\$36.19
	Arena Operator	40			
	Building Information Specialist	35			
	GIS Analyst	35			
	Parks Maintenance Worker	40			
	Roads Maintenance Worker	40			
	Purchasing Clerk	35			
	Tax Representative - Collections	35			
	Tax Representative	35			
9	Accounts Payable Representative	35	\$32.01	\$33.26	\$34.49
	By-Law Services Associate	35			
	CSR Recreation	35			
	Information Desk/Lotteries Associate	35			
	Facilities Associate	35			
	Pool Operator	40			
8	Building Clerk	35	\$30.31	\$31.56	\$32.82
	CSR Finance	35			
	CSR Operations	35			
	Customer Service / Vital Statistics Associate	35			

SCHEDULE "C"

	Economic Development Associate	35			
	Environmental Service Worker	40			
	OES Associate	35			
	Planning Clerk	35			
7	Switchboard/Parking Associate	35	\$28.66	\$29.89	\$31.13
	Yard & Controlled Storage Representative	40			
6	Custodian	40	\$27.05	\$28.25	\$29.46
5	Courier	35	\$25.47	\$26.60	\$27.74
4	n/a	0	\$24.06	\$25.07	\$26.08
3	n/a	0	\$22.70	\$23.54	\$24.39

*Market Adjustment
Economic Increase – 2%
Classifications are a snapshot in time and are subject to change

2024 Wage Schedule
(Effective April 1, 2024)

Pay Band	Position	Hours of Work Per Week	Probationary	Step 1	Step 2
18	n/a		\$50.07	\$51.51	\$53.01
17	Active Transportation Coordinator Capital Projects Coordinator Water Resources Engineer Plans Examiner* Transportation Planning Coordinator	35 35 35 35 35	\$47.70	\$49.03	\$50.47
16	Development Engineering Coordinator Environmental Planner Planner Engineering Site Plan Coordinator	35 35 35 35	\$44.65	\$45.92	\$47.25
15	Building Inspector* Lead Technician Fleet Services Purchasing Agent/Buyer Working Foreperson – Building Maintenance	35 40 35 40	\$42.93	\$44.20	\$45.49
14	Senior GIS Applications Analyst	35	\$41.23	\$42.50	\$43.79
13	Capital Projects Inspector Capital Projects Technologist Development Engineering Technologist Planning Technician Journeyman Mechanic Operations Municipal Law Enforcement Officer Transportation Technologist Working Foreperson – Parks Maintenance Working Foreperson – Roads Operations & Maintenance	35 35 35 35 40 40 35 35 40 40	\$39.48	\$40.77	\$42.09

SCHEDULE "C"

12	Arborist	40	\$37.75	\$39.05	\$40.34
	Maintenance Technician	40			
	Operations Technologist – Permits & Inspections	40			
	Recreation Software Analyst	35			
	Sports Field Technician	40			
	Urban Forestry Technician	40			
11	Asset Management Technologist	35	\$36.05	\$37.31	\$38.61
	Facility Asset Management Technician	35			
	Facility Booking Representative	35			
	Financial Data Specialist	35			
	Permit Application Examiner	35			
	Gardener	40			
	Operations Procurement & Inventory Representative	40			
	Service Desk Analyst	35			
	Patrolperson	40			
10	Accounting Clerk	35	\$34.37	\$35.61	\$36.91
	Arena Operator	40			
	Building Information Specialist	35			
	GIS Analyst	35			
	Parks Maintenance Worker	40			
	Roads Maintenance Worker	40			
	Purchasing Clerk	35			
	Tax Representative - Collections	35			
	Tax Representative	35			
9	Accounts Payable Representative	35	\$32.65	\$33.93	\$35.18
	By-Law Services Associate	35			
	CSR Recreation	35			
	Information Desk/Lotteries Associate	35			
	Facilities Associate	35			
	Pool Operator	40			
8	Building Clerk	35	\$30.92	\$32.19	\$33.48
	CSR Finance	35			
	CSR Operations	35			

SCHEDULE "C"

	Customer Service / Vital Statistics Associate	35			
	Economic Development Associate	35			
	Environmental Service Worker	40			
	OES Associate	35			
	Planning Clerk	35			
7	Switchboard/Parking Associate	35	\$29.23	\$30.49	\$31.75
	Yard & Controlled Storage Representative	40			
6	Custodian	40	\$27.59	\$28.82	\$30.05
5	Courier	35	\$25.98	\$27.13	\$28.29
4	n/a	0	\$24.54	\$25.57	\$26.60
3	n/a	0	\$23.15	\$24.01	\$24.88

*Market Adjustment
Economic Increase – 2%
Classifications are a snapshot in time and are subject to change

Schedule D- Sick Leave Plan**A Plan of Sick Leave Credit Gratuities for Employees****D1 Definitions**

- D1.1** "Employee" means any person or persons defined by Article 3, Clause 3.01 of this Agreement.
- D1.2** "Month" shall mean a calendar month.
- D1.3** "Regular attendance" means for any month the attendance of an employee at the employee's duties on the days and during the hours for which the employee's attendance is required during that month, according to the terms of employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave.
- D1.4** "Sick leave certificate" shall be the Town of Ajax Medical Certificate of Disability and/or Return to Work form.
- D1.5** "Sick leave absence" means absence from regular attendance by reason of sickness or other physical and/or psychological incapacity.
- D1.6** "Sick leave credit" means an allowance as provided herein for sick leave absence with pay.
- D1.7** "Council" means the Council of the Corporation of the Town of Ajax.
- D1.8** "Day" shall mean one day of net accumulated sick leave credit which is 1/260 (i.e., 1 working day's pay) of the amount which the employee would earn during one year for normal regular attendance at his duties without regard for overtime or other extra pay.

D2 The Registrar

- D2.1** A plan of sick leave credit gratuities is hereby established for every employee, and subject to the control of the Council, the conduct and management of the plan shall be vested in a Registrar who shall be the Manager, HR Services or designate of the Town of Ajax.
- D2.2** The Registrar shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan including the power to allow or disallow any sick leave credit or sick leave absence for any employee; provided, however, that the disallowance by the Registrar of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.
- D2.3** The Registrar shall provide and keep a register in which all sick leave credits and sick leave absences for every employee shall be recorded so that the register will show the net sick leave credit of every employee which remains after all their sick leave absences have been deducted from their accumulated sick leave credit.

D3 Entitlement

SCHEDULE "D"

- D3.1** Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of 1-1/4 days per month, and sick leave credit of an employee shall be cumulative.
- D 3.1.1** New employees shall be granted 15 sick leave credits upon completion of probation and shall not commence accumulation of sick leave credits until the completion of one (1) year of service.
- D3.2** Sick leave credits are cumulative to a maximum of two hundred and fifty (250) days. Employees with a sick credit balance in excess of two hundred and fifty (250) days shall retain that balance but not accrue further credits until their balance falls below two hundred and fifty (250) days.
- D3.3** Where an employee has been employed for more than one (1) year the Manager of HR Services may allow them sick leave absence for not more than fifteen (15) days at any one time in excess of their accumulated sick leave credit as recorded in the register, provided that such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled.
- D3.4** An employee shall report illness prior to the start of shift unless extenuating circumstances exist.
- D3.5** Where the absence has been in excess of three (3) worked days at one time, a Sick Leave Certificate is to be completed and submitted upon the employee's return to work.
- D3.6** The sick leave certificate is required if the claim of any employee is for a day immediately preceding or succeeding, holiday or vacation leave.
- D3.7** An employee can request to receive a report for all accumulated and or unused sick leave credits.

D4 Personal or Family Emergency Leave

- D4.1** An employee who is required to tend to a family member as defined below for medical reasons or a personal emergency may use a maximum of three (3) employer paid family days in any one (1) calendar year for such absence. Family member is defined in D4.2. The employee shall request such leave from their immediate supervisor and/or designate citing the relationship of the family member or the nature of the personal emergency. Human Resources may request the nature of the medical or the nature of the personal emergency reason for which the leave is being requested.
- D4.2** A family member shall mean the employee's:
- Current Spouse
 - Child
 - Mother / Father
 - Grandchild / Grandparent
 - Brother / Sister

The following shall not apply to Seasonal Employees except as may be otherwise stated herein:

Articles (in their entirety):

Article 5 – Temporary Employees
Article 8 – Committee and Stewards
Article 11.01, 11.02, 11.03, 11.11, 11.12., 11.13 – Seniority & Job Posting
Article 12.02 & 12.03 – Leave of Absence
Article 13 – Sick Leave
Article 14 – Schedule of Wages and Classifications
Article 17 – Annual Vacations
Article 19 – Benefits
Article 20 – Protective Clothing, Uniforms, Tools and Equipment
Article 21 – Job Security
Article 22 - Discipline
Article 23 – Technological Change
Article 29 – Job Evaluation
Schedules "C" and "D"

Letters of Understanding attached to the Collective Agreement (unless otherwise noted)

All other Articles of the Collective Agreement shall apply to Seasonal Employees unless otherwise stated or amended as outlined below.

Schedule E- Seasonal Employees

Seasonal Employees shall be covered by the following terms and conditions:

E1 Seniority & Job Postings

- E1.01** Seasonal Employees shall have a separate seniority list based on hours worked. The seniority list will be posted once annually in June of each year.
- E1.02** Should two (2) or more Seasonal Employees have the same hours worked, the employee with the lowest payroll number shall be deemed the most senior for placement on the seniority list.
- E1.03** Seasonal Employees may apply for full-time positions at the time of posting. Consideration will be first given to qualified full-time employees, with the exception of E.S.W. posted positions. Seasonal Employees will be considered at the same time as other full-time employees when applying for an E.S.W. position.
- E1.04** Notwithstanding Article 11.07 of this Agreement, the Town will use a criteria matrix when hiring the best, qualified seasonal candidate for a full-time E.S.W. position.
- E1.05** Article 5.01(c) of this Collective Agreement shall apply to Seasonal Employees

E2 Probationary Period

- E2.01** Seasonal Employees shall be on probation for six (6) months worked. During this probationary period, a Seasonal Employee shall not be covered by any terms of this Agreement except for rate of pay under E8 Wages and payment of Union dues under

Article 4. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Town.

E2.02 The Town may dismiss a probationary Seasonal Employee for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of the Labour Relations Act.

E2.03 A Seasonal Employee who is retained after the six (6) months worked probation period shall be deemed satisfactory and shall be placed on the seasonal seniority list.

E3 Sick Leave

E3.01 Seasonal Employees shall have 5 sick leave credits available for them to use if required for sick leave purposes. Any unused sick leave credits will be put into a separate bank, and if the Seasonal Employee is hired in a full-time capacity, their banked credits will be carried over and available for them to use if required, provided there is no separation of employment. It is understood that there is no cash value to unused sick credits.

(a) Separation of employment is defined as being any period, of time where the employee has left the employment of the Town either, through resignation or termination. Separation of employment does not include the period, of time between November 30th and April 1st.

E3.02 Notwithstanding that Management has the right to request a doctor's note at any time, if a Seasonal Employee is absent on sick leave for 3 days, they will be required to supply a doctor's note. Failure to supply a doctor's note may result in the day(s) of sick leave being unpaid.

E4 Personal Or Family Emergency Leave

E4.01 A Seasonal Employee who is required to tend to a family member as defined below for medical reasons or a personal emergency may use 1 employer paid day in a season. The employee shall request such leave from their immediate supervisor citing the relationship of the family member or the nature of the personal emergency. Human Resource Services may request the nature of the medical reason or the nature of the personal emergency for which the leave is being requested.

E4.02 A family member is defined as:

- Current Spouse
- Child
- Mother/ Father
- Grandchild, Grandparent
- Brother, Sister

E5 Vacations

E5.01 Seasonal Employees will be paid 4% vacation pay on their regular pay. After 4 years of continuous employment a Seasonal Employee will be paid 6% vacation pay on their regular pay.

E6 Paid Holidays

E6.01 Seasonal Employees will be entitled to paid holidays listed in 16.01 that occur during their seasonal employment period only.

E6.02 Seasonal Employees will be entitled to one (1) float day.

E7 W.S.I.B.

E7.01 A Seasonal Employee who is on lost time for a W.S.I.B. injury will be compensated directly by W.S.I.B. in accordance with the W.S.I.A.

E7.02 In the case of accident or illness recognized and covered by the Workplace Safety Insurance Board of Ontario, the employee shall retain (but not accrue) seniority until either the employee is certified by the proper officials of that Board as being fit and able to return to work or alternatively until placed upon pension by that Board.

E8 Wages

E8.01 Seasonal Employees will be as outlined below:

Effective Date	Probationary 80% of ESW Probationary Rate	Season 2 83% of ESW Probationary Rate	Season 3 86% of ESW Probationary Rate	Season 4 & Thereafter 90% of ESW Probationary Rate
April 2020	\$22.91	\$23.77	\$24.63	\$25.78
April 2021	\$23.31	\$24.19	\$25.06	\$26.23
April 2022	\$23.78	\$24.67	\$25.56	\$26.75

Effective January 1, 2023 - Seasonal Employees will be as outlined below:

Effective Date	Probationary 81% of ESW Probationary Rate	Season 2 84% of ESW Probationary Rate	Season 3 87% of ESW Probationary Rate	Season 4 & Thereafter 91% of ESW Probationary Rate
January 2023	\$24.07	\$24.96	\$25.86	\$27.05
April 2023	\$24.55	\$25.46	\$26.37	\$27.58
April 2024	\$25.05	\$25.97	\$26.90	\$28.14

Note: It is understood that the wage schedule above was agreed to partially in lieu of benefits. Should the Union negotiate benefits in the future for Seasonal Employees the wage scale outlined above will be considered void. As such, the rate of pay for a Seasonal

Employee will revert to 80% of the probationary rate of pay for a full-time E.S.W., unless otherwise agreed to by the parties.

E9 Protective Clothing

E9.01 Seasonal Employees will be reimbursed up to \$175.00 for C.S.A. green patch standard work boots on an as needed basis. The employee will request a voucher from their supervisor for new work boots.

E9.02 In the second year and thereafter, a Seasonal Employee will be eligible to select work clothing from the Town approved clothing list. The Town will pay up to \$200.00 for the work clothing chosen. The Town has the right to deny an employee's option/choice of clothing if they deem the clothing inappropriate. It is mandatory for the Seasonal Employee to wear the work clothing purchased.

E10 Discipline

E10.01 There shall be a three (3) year sunset clause for discipline issued to Seasonal Employees.

E10.02 The levels of discipline for Seasonal Employees shall be as follows:

- (a) Verbal Warning
- (b) Written Warning
- (c) 1 Day Suspension Without Pay
- (d) 3 Day Suspension Without Pay
- (e) Termination of Employment

E10.03 The level of discipline issued to a Seasonal Employee will be based on the circumstances that, supports discipline.

E10.04 Article 22.01(a) shall apply to Seasonal Employees.

E11 Job Security

E11.01 The Town agrees that it will not eliminate the use of all Seasonal Employees through the hiring of additional students.

E12 Lay-Off And Recall

E12.01 Recall of Seasonal Employees will be based on the operational needs of the department. If the operational needs require some, but not all of the Seasonal Employees, recall will be done in order of Seniority.

E12.02 A "season" for Seasonal Employees is defined as being from April 1 to November 30.

E12.03 Seasonal Employees shall not work more than 150 worked days in a calendar year, unless otherwise agreed to by the parties. A Seasonal Employee who exceeds 155 days shall be deemed to be, a full-time seniority employee and will fall under this agreement.

E13 Schedule “A” Shall Apply as Follows:

E13.01 Hours of Work – Paragraph 1.2.1

E13.02 Overtime – Paragraphs 3.1 and 3.2

E13.03 Standby and Call-out – Paragraphs 7.1 and 8.1

E13.04 Holiday and Sunday Premium – Paragraphs 9.1 (Amend “temporary” to “Seasonal” in the Note section of 9.1)

E13.05 Distribution of Overtime – Paragraph 10.1.3

E13.06 Paragraphs 11, 12, 13, and 15

E14 Wellness

E14.01 The Town will subsidize 100% of an annual Town of Ajax training club membership for a Seasonal Employee.

E15 Winter Control

E15.01 The Town shall have the ability to call in a maximum of two Seasonals during a winter event to operate the garbage trucks when full-time staff are fully engaged, or forecasted to be fully engaged. Call in will be on the basis of seniority provided the seasonal employee has received training and is qualified to operate the garbage truck.

E15.02 A sign-up sheet will be posted on September 1st, for Seasonals to volunteer to be available during winter control after hours and/or to express their interest in operating the garbage trucks during a winter event. All seasonal volunteers shall receive training.

E15.03 For winter control, Seasonals would not be in 5-ton trucks.

E16 Transfer Of Seniority And Service

E16.01 When a seasonal employee is promoted to a full-time position their seasonal hours will be prorated to calculate their new seniority date. They shall receive credit for their seasonal seniority hours on the basis of one (1) year for each 2080 hours worked. The seniority date will be calculated in accordance with the seasonal seniority calculator attached as Schedule “F”.

For the purpose of determining their vacation allotment when transferring to a full-time position, the new seniority date will be used as the basis for this calculation.

FORMULA FOR SEASONAL EMPLOYEE SENIORITY

Months Per Year	12		Weeks Per Year	52		Months Per Year	12		Weeks Per Year	52
			1	0.02					27	0.52
			2	0.04					28	0.54
			3	0.06					29	0.56
1	0.08		4	0.08		7	0.58		30	0.58
			5	0.10					31	0.60
			6	0.12					32	0.62
			7	0.13					33	0.63
			8	0.15					34	0.65
2	0.17		9	0.17		8	0.67		35	0.67
			10	0.19					36	0.69
			11	0.21					37	0.71
			12	0.23					38	0.73
3	0.25		13	0.25		9	0.75		39	0.75
			14	0.27					40	0.77
			15	0.29					41	0.79
			16	0.31					42	0.81
4	0.33		17	0.33		10	0.83		43	0.83
			18	0.35					44	0.85
			19	0.37					45	0.87
			20	0.38					46	0.88
			21	0.40					47	0.90
5	0.42		22	0.42		11	0.92		48	0.92
			23	0.44					49	0.94
			24	0.46					50	0.96
			25	0.48					51	0.98
6	0.50		26	0.50		12	1.00		52	1.00

Formulas

Number of months divided by 12 (1 year)
 Number of weeks divided by 52 (1 year)
 (Round down not up)

Example

Samantha started FT on April 10, 2017 and has worked 2470 hours as a seasonal.

2470 /2080 =1.19 which would be equivalent to 1 year & 10 weeks

The seniority date would be January 30, 2016

TOWN OF AJAX

Job Evaluation Guidelines

1. JOB EVALUATION COMMITTEE

- 1.1** All job classifications will be evaluated by the Joint Job Evaluation Committee (JJEC). The JJEC will be composed of three (3) members appointed by each party. The JJEC will be chaired by two (2) Co-Chairs in addition. One Co-Chair will be appointed by each party. Training of the Committee will be the responsibility of the Human Resources Department. Meetings will be at the call of the Co-Chairs. A quorum will constitute two (2) members from each side including Co-Chairs.
- 1.2** The JJEC will be responsible for rating all newly created job classifications and those existing job classifications which have undergone material change and annually a proportion of job classifications to ensure currency (maintenance).
- 1.3** The Job Evaluation Plan shall be the Mercer Job Evaluation Plan including factor weightings. The Plan shall only be amended by mutual agreement of the parties.

2. CONFLICT OF INTEREST

- 2.1** A JJEC member will be excused from the meeting and may not participate in the evaluation of their own job classification. When such member is excused the Co-Chair shall participate as the alternative.

3. CORPORATION INITIATED EVALUATIONS

- 3.1** The Job Description Analysis (JDA), and/or the Job Evaluation Summary Form (JESF) is to be completed by Supervisor/Department Head. Where there is an incumbent(s), the incumbent will be given the opportunity to review the JDA and/or JESF. If the incumbent(s) does not agree with the JDA and JESF then they may complete the Employee/Employer Comments Form (EECF) for submission to the JJEC.
- 3.2** Where the job classification is new or has changed materially and is vacant, the manager responsible will complete a JDA. The JDA will be forwarded to the JJEC. Where a job posting or advertisement is required prior to evaluation by the JJEC, the Town may assign a temporary evaluation. The job classification will be evaluated within three months.
- 3.3** Postings will be based on a summary drawn from the JDA by HR Services.

4. EMPLOYEE INITIATED EVALUATIONS

- 4.1** An employee may request an evaluation of their job classification if material change has occurred. The employee will revise the JDA and complete a JESF. These forms will be forwarded to the JJEC. If the JJEC finds that material change has occurred, the job classification will be evaluated within three months. If the incumbent(s) Supervisor and/or Department Head does not agree with the JDA and JESF then they may complete the EECF for submission to the JJEC.

5. INCOMPLETE JDA'S

- 5.1** If it is determined that the JDA is incomplete the individual will be notified along with an explanation as to what is missing from the JDA. If the individual is unsure as to what they need to revise to ensure the JDA is complete they are to call the Human Resources Department for clarification and/or direction.

6. COMMUNICATION

- 6.1** Following rating by the JJEC, the Chair(s) will advise the effected employee(s) of the results in writing.

7. EVALUATION MAINTENANCE

- 7.1** A maintenance review of all JDA's will be completed at least every four years on a program basis (25% per year). This will ensure the accuracy of the JDA as a measure of work being performed. This type of maintenance review will require that each JDA be reviewed by the incumbent(s) and manager(s). The reviewed JDA together with any revisions will be examined by the JJEC. If the JJEC determines material change has occurred, the JDA will be re-rated. New job classifications will be reviewed for material change within two years of the initial evaluation.

8. INTERIM RATING

- 8.1** Where a new job classification is utilized by the Town and a JDA does not exist, a JDA will be established by the manager and an interim rating assigned by the Town. This rating shall be used to determine the pay band for up to six months. Where such a job classification is filled for more than six months, a JJEC rating, with input from the incumbent, shall be done.

9. MARKET ADJUSTMENT

- 9.1** Where the Town finds that for demonstrated external job market reasons, it is necessary to pay more than the rate of pay associated with the evaluated pay band, it may, in consultation with the Union, authorize assignment to a higher pay band. All employees assigned to the effected job classification will be moved to the higher pay band. The circumstances of each authorized market adjustment shall be reviewed in consultation with the Union every 12 months and when no longer justified, shall be adjusted downward as provided in Paragraph 13.3. (Red Circle). The JJEC shall be advised of all cases where rates other than at the evaluated pay bands are in effect.

10. DECISIONS OF THE JJEC

- 10.1** The JJEC will attempt to reach rating decisions by consensus. If consensus cannot be reached, the JJEC will identify the factor(s) not agreed and the levels being argued for each factor(s). These will be provided to two Referees within thirty (30) days of the JJEC meeting, one selected by each party, for a binding, joint decision by the Referees. Should the Referees be unable to agree, the matter may be the subject of a grievance, commencing at Step 2 of the grievance procedure.

11. APPEALS

- 11.1** The incumbent and/or Department Head has one (1) month from receiving written notification from the Chair of the JJEC's decision to appeal such decision.
- 11.2** The individual who is appealing the decision of the JJEC is to complete a Job Evaluation Summary Form indicating where they feel the JJEC may have erred in their evaluation and the reasons they feel the JJEC may have erred. Only those factors that were adjusted through the evaluation process may be appealed.
- 11.3** The incumbent, Department Head and/or Supervisor may comment on the reasons given by the individual filing the appeal using the same form.
- 11.4** The Job Evaluation Summary Form must be signed by the incumbent, Department Head and/or Supervisor.
- 11.5** The incumbent, Department Head and/or Supervisor may attend the JJEC to present the appeal and will have fifteen (15) minutes for their presentation unless otherwise agreed by the JJEC. The JJEC may at anytime during this presentation ask questions of the individual if they feel clarification is required.
- 11.6** The JJEC will again review the Job Evaluation Summary Form submitted with the appeal in comparison with the previous evaluation and render their decision.
- 11.7** The Chair will advise the incumbent, Department Head and/or Supervisor of the JJEC's final and binding decision.

12. BANDING OF POINTS

- 12.1** A point band width of 100 commencing at the lowest possible evaluated score will be used as the basis for the wage scale.

13. SALARY ADJUSTMENTS

- 13.1** Salary adjustments will be effective the first new pay period following the date that the properly completed JDA was received in Human Resources.
- 13.2** Employees in job classifications assigned to a higher pay band as a result of job evaluation or re-evaluation are identified as having a "green circled" wage rate. Green circled wages will be placed in the same step of the new pay band level.
- 13.3** Employees in job classifications assigned to a lower pay band as a result of Job Evaluation or re-evaluation are identified as having a "red-circled" wage rate. Red circled wages will be adjusted by pay freeze that is a red circled wage is ineligible for any form of wage increase until the wage for the newly evaluated pay band rises to equal the red-circled rate. At this time the wage is no longer red-circled.

14. APPENDICES

- 14.1** Job Evaluation Summary Form (JESF)
- 14.2** Employee/Employer Comments Form (EECF)

14.3 Job Description Analysis (JDA)



**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF AJAX
HEREINAFTER CALLED “THE TOWN”
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL NUMBER 54
HEREINAFTER CALLED “THE UNION”**

CUPE / *Canadian Union
of Public Employees
Local 54*

The parties agreed in the Memorandum of Agreement dated May 16, 2022 to the following:

Re: Roads Maintenance Worker and Parks Maintenance Worker Job Description Analysis

WHEREAS the parties have agreed on the creation of two Job Description Analysis; Roads Maintenance Worker and Parks Maintenance Worker, which will replace the Operator Job Description Analysis; and

WHEREAS the Employer provided draft Job Description Analysis for these positions on January 26th, 2022; and

WHEREAS the parties have expressed the intent to keep Roads Maintenance Worker and Parks Maintenance Worker in the same pay band as each other

WHEREAS the Employer and the Union desire to work collaboratively to implement these changes; and

NOW THEREFORE, the parties agree as follows:

1. To undertake and complete a Job Evaluation process for both Job Description Analysis within six (6) months.
2. Such agreements are made based on the draft Job Description Analysis provided to the Union on January 26th, 2022. Any changes to those JDAs will be subject of a meeting between the parties.
3. The new classifications will be placed in pay band 10 pending the results of the future evaluations
4. Any wage increases as a result of the future evaluations will be applied retroactively to the date of ratification

The parties are in agreement with the creation of two Job Descriptions Analysis for the Roads Maintenance Worker and Parks Maintenance Worker that will replace the Operator Job Description and are in agreement to sign a Letter of Understanding as outlined above.