

2007 – 2010



OAKVILLE

A G R E E M E N T

Between

**THE CORPORATION OF THE
TOWN OF OAKVILLE**

And

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 136**

07164(10)

B e t w e e n:

THE CORPORATION OF THE TOWN OF OAKVILLE

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 136**

Dated: October 29, 2007

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THIS AGREEMENT made this 29th day of
October, 2007

B e t w e e n :

**THE CORPORATION OF THE TOWN OF
OAKVILLE**

Hereinafter called the Corporation,

of the First Part

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 136**

Hereinafter called the Union,

of the Second Part

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

ARTICLE ONE - PURPOSE

- 1.01** The general purpose of this agreement is to
establish mutually satisfactory relations between
the Corporation and its employees and to provide
procedures for the prompt and equitable
disposition of grievances and to establish and
maintain satisfactory working conditions, hours of
work and wages for all employees who are
subject to the provisions of this agreement. This

agreement shall be read with such changes of gender as the context may require.

ARTICLE TWO - RECOGNITION

2.01 The Corporation recognizes the Union as the sole collective bargaining agent for the employees of the Roads and Works Operations Department, the Parks and Open Space Department, the Recreation and Culture Department and the Transit Department of the Corporation of The Town of Oakville, save and except the Department Heads, Managers and Supervisors, Office Staff, Forepersons, Persons above the rank of Foreperson, Persons employed in "Make Work" projects involving another level of government and students.

ARTICLE THREE - CORPORATION'S RIGHTS

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

- (a) maintain order, discipline and efficiency,
- (b) set and change hours of work,
- (c) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employees covered by this agreement,

(d) generally to manage the Corporation and undertakings of the Corporation and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the Corporation at its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Corporation.

3.02 Any claim by an employee who has acquired seniority that he/she has been disciplined or discharged without reasonable cause may be the subject of a grievance and may be dealt with as hereinafter provided. Grievances shall not be filed with regard to the suspension or discharge of probationary employees.

ARTICLE FOUR - RELATIONSHIP

4.01 Both parties to this agreement recognize and agree:

- (a) that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- (b) that neither party will coerce, restrain, influence or discipline anyone because of their activity or non-activity, membership or non-membership, in the union, or in any other labour organization.

- 4.02** (a) The Union or any employees covered by this agreement shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Department Head or designate.
- (b) In keeping with clause 9.02 (b), this clause shall not serve to prevent union representatives from dealing with management regarding workplace issues that can be dealt with expeditiously during business hours.
- 4.03** The record of an employee shall not be used against him/her at any time after twenty- four (24) months following a suspension or disciplinary action, including letters of reprimand, or any adverse reports.
- 4.04** An employee may request to review his/her personnel file, and such review will be accommodated in the Human Resources office within four (4) working days and in the presence of a Human Resources representative.
- 4.05** The parties agree that they will comply with the requirements of the Occupational Health and Safety Act of Ontario R.S.O. 1990 as amended from time to time.
- 4.06** Every employee has a right to work in a harassment free environment and to that end both the Corporation and the Union is committed

to creating and maintaining an environment that is free of harassment. The parties also recognize that a harassment policy is in place. **Any harassment investigation shall be conducted confidentially in a timely manner.**

ARTICLE FIVE - NO STRIKES AND NO LOCKOUTS

- 5.01** The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit down, stay in or slow down in any Department or a strike or stoppage of any of the Corporation's operations or any curtailment of work or restriction of or interference with work or any picketing of the Corporation's premises during the term of this agreement and further agrees that the Corporation may discharge any employee who causes or takes part in any such action.
- 5.02** The Corporation agrees that it will not cause or sanction a lockout during the term of this agreement.
- 5.03** The words "strike" and "lockout" shall be defined in the Labour Relations Act 1995, as amended from time to time.

ARTICLE SIX - UNION MEMBERSHIP AND REPRESENTATION

- 6.01** Any employee may exercise or refrain from exercising his/her right to become a member of the Union, and any employee who is or becomes

- a member of the Union may, at his/her option, cease to be a member of the Union.
- 6.02** The Union shall appoint or otherwise select a committee consisting of four **(4)** employees, one of whom shall be President, to represent the Union in meetings with the Corporation concerning negotiations or administration of this agreement. One of the four **(4)** shall be chairman. A full-time representative of the Union may be a fifth (5th) member of the committee.
- 6.03** Six (6) employees shall act as Stewards and these employees shall have at least twelve (12) continuous months of service with the Corporation.
- 6.04** The Union will immediately notify the Corporation in writing through its Director of Human Resources of any changes in the names of its officers, members of its committee established under Clause 6.02, or its amount of monthly dues.
- 6.05** Meetings between the representatives of the Corporation and the Union representatives may, at the option of the Corporation, be held other than during working hours but if held during working hours, not more than four **(4)** employees who are members of the Union Committee shall be paid at their regular rate. **The Corporation endeavours to schedule meetings with the Union during working hours. Where the Corporation requires Union Representatives to attend a meeting before or after his/her**

normal working hours, such Union Representatives shall be paid for the time spent in such meetings at straight time rates.

- 6.06** (a) The parties agree to establish two (2) Labour-Management Committees, one representing **Roads and Works Operations** and the other **Parks and Open Space and Recreation and Culture**. The purpose of which will be to discuss problems of mutual concern. There will be no more than four (**4**) members each from labour and management.
- (b) The Labour/Management Committee shall concern itself with the following general matters:
- (i) Constructive criticism of all activities so that better relations shall exist between the Corporation and its employees;
 - (ii) Improving and extending services to the public;
 - (iii) Questions of working conditions and service and conditions causing misunderstandings (but not grievances);
 - (iv) Making recommendations to the Union and/or Corporation relating to any of the above.
- (c) The Committee shall meet at mutually agreeable times. Its members shall be given advance notice of the meetings and agenda. Minutes shall be taken at all meetings of the Labour/Management committees and such

minutes will be distributed to Committee members and posted on all notice boards applicable to members of the bargaining unit. Employees shall have thirty (30) minutes preparation time prior to meetings and shall not suffer any loss of pay for time spent with the committee, but in any case no more than four (4) months shall elapse between meetings.

6.07 (a) Corporate Labour – Management meetings will be held twice annually to discuss matters of mutual interest. Minutes will be prepared and distributed as outlined in Article 6.06.

(b) The guidelines as agreed to at the Corporate **and Departmental** Labour Management level shall form part of this agreement as **Appendix D**.

ARTICLE SEVEN - CHECK OFF OF UNION DUES

7.01 The Corporation shall, during the life of this agreement, deduct from each pay in each calendar month, of each employee covered by this agreement, an amount equal to 1/26th of each employee's annual membership dues. Such dues shall be prescribed by the Local 136, as amended from time to time, and written notice thereof, shall be forwarded to the Corporation.

7.02 All amounts deducted shall be forwarded to the Treasurer of Local 136 not later than the fifteenth (15th) of the month following the month for which the deductions were made, along with a list

showing the amounts and from whom the deductions were made.

- 7.03** The Corporation agrees to deduct from each pay cheque of each member of the bargaining unit, one dollar (\$1.00) per pay to an annual maximum of twenty-six dollars (\$26.00), and to retain such deductions in a special account. This account shall be used to cover loss of wages, registration, accommodation and transportation costs in respect of the attendance of members of the bargaining unit at C.U.P.E., C.L.C., O.F.L., Educational Department Union (Leadership) Training Programmes and Health and Safety Conferences such as I.A.P.A., C.S.A.
- 7.04** When the Corporation wishes to recover any approved expenses from Local 136, an invoice detailing such expenses shall be sent to the Treasurer of Local 136, upon which payment shall be made.

ARTICLE EIGHT – DISCIPLINE AND DISCHARGE

- 8.01** No employee shall be disciplined or discharged except for just cause. Any disciplinary measures carried out by the Corporation shall be rehabilitative in nature and be in keeping with the principles of progressive discipline.
- 8.02** An employee may be discharged and his/her employment with the Corporation shall terminate for any condition listed below;

- (a) He/she is discharged and such discharge is not reversed through the grievance procedure,
- (b) He/she is laid off from the Corporation continuously for a period in excess of twelve (12) months,
- (c) He/she is away from work without permission for more than three (3) working days without reasonable cause, unless otherwise determined through the grievance procedure.

ARTICLE NINE - GRIEVANCE PROCEDURE

- 9.01** Where a difference arises between the Parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or whenever an employee is suspended or dismissed for cause, such difference, allegation, suspension or dismissal being hereinafter referred to as the grievance, the grievance procedure set forth below shall apply.
- 9.02** (a) No grievance shall be considered where the circumstances giving rise to it occurred, or originated, more than five (5) full working days before the filing of the grievance, except when circumstances giving rise to the grievance involves pay information available only from the pay cheque statement, then the time limit shall be extended five (5) working days from receipt of the pay cheque statement.

- (b) An earnest effort shall be made to resolve grievances fairly and promptly by both parties as outlined in the following steps:

Step 1 The aggrieved employee(s) will submit the grievance to his/her steward. If the employee(s) steward is absent, he/she may submit the grievance to the Chief Steward or a member of the grievance committee. At each step of the grievance procedure, the grievor(s) shall have the right to be present.

Step 2 If the steward, and/or grievance committee consider the grievance to be justified, they shall first notify their Supervisor/Manager of the potential of a grievance matter and they will seek to settle the dispute with the employee(s) Supervisor or Manager.

Step 3 Failing satisfactory settlement within three (3) working days after Step 2, the Chief Steward, or designate, will submit to the Department Head, or designate, a written statement of the particulars of the grievance and redress sought. The Department Head, or designate, shall render their decision in writing, within five (5) working days after receipt of such notice.

Step 4 Failing satisfactory settlement being reached in Step 3, the grievance Committee may submit the written grievance to the CAO/Town Manager, or designate, who in turn shall meet with the grievor(s) and the grievance committee

within ten (10) working days of receipt of the written grievance. The CAO/Town Manager, or designate's written reply to the grievance shall be sent to the President of Local 136 within ten (10) working days after the meeting is concluded. A full-time representative of C.U.P.E. may be present at the proceedings of this step.

- 9.03** The grievor(s) shall be confined to the grievance and redress sought as set forth in the written grievance filed in Step 3.
- 9.04** The time limits fixed in this article may be extended by mutual consent of the parties to this agreement confirmed in writing.
- 9.05** The Grievance Committee of Local 136 shall consist of the President, Secretary or Treasurer, and the Chief Steward plus the steward who is directly involved.
- 9.06** Any grievance on a discharge or suspension shall be initially filed with the Department Head (or designate) in writing as provided in Step 3, excepting that it must be submitted within five (5) days of the discharge or notice of suspension.
- 9.07** A union policy grievance, which is defined as an alleged violation of this agreement, concerning all or a substantial number of employees in the bargaining unit, in regards to which an individual employee could not grieve, may be lodged by the Union grievance committee in writing to the Department Head at Step three (3) of the

grievance procedure at any time within five (5) working days after the circumstances giving rise to the grievance having occurred, or originated, or ought reasonably to have been known to the Union. If it is not satisfactorily settled it may be processed to Step four (4) and to arbitration in the same manner and to the same extent as the grievance of an employee.

9.08 Where the parties agree, the grievance may be referred to a mutually agreeable mediator. Such mediation shall be held within 30 days after a decision at Step four (4) of the grievance procedure has been rendered unless otherwise agreed. The parties agree to share the costs of the mediator. The mediation process is without prejudice to either party. No matter may be submitted to mediation which has not been properly carried through the grievance procedure. If no settlement is reached within ten (10) calendar days following the date of mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as a Mediator may serve as the Arbitrator. Nothing said or done by the mediator may be referred to by either party at Arbitration. When mutually agreed between the Employer and the Union, the mediation procedure in this Article shall be considered the exhaustion of the grievance procedure for the purposes of

Section 49 of the *Ontario Labour Relations Act*.

ARTICLE TEN - MANAGEMENT GRIEVANCES

- 10.01** It is understood that the Corporation may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its Officers or members and that if such complaint by the Corporation is not settled to the mutual satisfaction of the two (2) parties, it may be treated as a grievance and referred to Arbitration in the manner as the grievance of an employee.

ARTICLE ELEVEN - ARBITRATION

- 11.01** Both parties to this agreement agree that any alleged misinterpretation or violation of the provisions of this agreement, including any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Article **Nine** and which has not been settled, may be referred to a Board of Arbitration as provided by **Section 48 of the Labour Relations Act, 1995**, at the request of either of the parties hereto provided that such request must be received by the CAO/Town Manager or designate not later than fifteen (15) calendar days after a decision at Step four (4) of the grievance procedure has been rendered.
- 11.02** The Corporation and the Union recognize the right of either party to refer a grievance to a

single Arbitrator in accordance with Section 49 of the Labour Relations Act 1995. If either party opts for this alternative it will advise the other party in writing of its intention within the time limits of the grievance procedure.

- 11.03** Any Board of Arbitration appointed hereunder shall deal only with the matter in dispute and shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions or to give any decision or award inconsistent with the terms and provisions of this Agreement.
- 11.04** Each of the parties hereto will bear the expense of the nominee appointed to represent it, and the parties will jointly in equal shares, bear the expenses, if any, of the Chairman of the Arbitration Board and any other costs arising out of the arbitration proceedings.

ARTICLE TWELVE - SENIORITY - LAYOFF AND RECALL

- 12.01** Seniority shall be defined as the length of service within the bargaining unit. The Corporation shall maintain a seniority list showing the name, job designation, bargaining unit seniority and hiring date of each employee covered by this agreement.
- 12.02** The Corporation shall prepare and post, a bargaining unit seniority list on each of the bulletin boards in **Roads and Works**

Operations, Parks and Open Space, and Recreation and Culture employees are expected to report for work, by the end of January and July of each year and a copy shall be supplied to the recording secretary of Local 136.

- 12.03** An employee of the bargaining unit who is appointed or selected to a position not subject to this agreement shall, after four **(4)** months in such position retain but not accrue all rights of previous bargaining unit seniority and after twelve (12) months shall forfeit all rights as provided in this agreement. Service with the Corporation shall be recognized for the purposes of vacation and pension only. The twelve (12) month period may be extended by agreement between the employer and the Union. Such agreement will not be unreasonably withheld.
- 12.04** Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order to their bargaining unit wide seniority. An employee about to be laid off may bump an employee with less seniority in his/her work grade, or lower, provided the employee exercising the right is qualified to perform the work of the employee with less seniority. Likewise, in the event of recall, employees shall be recalled in order of their seniority.

- 12.05** Employees who have been laid off due to lack of work and subsequently recalled, will have their length of service determined by the actual time they have been on the Corporation payroll.
- 12.06** The Corporation agrees that any notice of termination except for just cause will be in accordance with the E.S.A. or as amended from time to time.
- 12.07** In the event that the Corporation requires temporary employee(s), temporary employment will be offered to any qualified bargaining unit employee on lay off who is willing and able to return for such temporary assignment.
- 12.08** No new full-time position will be filled by a person(s) outside of the bargaining unit if there is a bargaining unit employee who is laid off and has the necessary skills, qualifications and ability to perform the work.
- 12.09** An employee of at least ten (10) years seniority who is reassigned to a lower grade position as a result of having been laid off from a higher graded position shall have his/her basic wages' rate maintained at the previous level for **an eighteen (18) month period.**

ARTICLE THIRTEEN - LOSS OF SENIORITY

- 13.01** An employee shall lose his/her seniority if he or she:

- (a) leaves the employ of the Corporation of his/her own accord,
- (b) is discharged and such discharge is not reversed through the grievance procedure,
- (c) is laid off continuously for a period in excess of twelve (12) consecutive months,
- (d) is laid off and fails to return to work within **ten (10) working days** after having been notified to do so by the Corporation by registered mail to his/her last address on record with the Corporation,
- (e) When an employee is absent from work for a period of eighteen (18) months after exhaustion of his/her Long Term Disability benefits he/she shall lose all seniority and is considered terminated from the employ of the Corporation, providing this is not in conflict with the Human Rights Code.

ARTICLE FOURTEEN - PROMOTIONS AND TRANSFERS

- 14.01** Promotions and transfers shall be made on the basis of skills, ability and qualifications provided that where two (2) or more employees who are qualified, have **relatively** equal skills and ability, bargaining unit seniority shall prevail.
- 14.02** Employees who are reclassified or transferred to another job designation for any reason shall carry to the new job designation their respective

accumulated seniority. Any employee promoted or transferred within the Bargaining unit as provided herein shall be on trial in his/her new job designation for a period of thirty (30) working days (with the exception of Traffic Repairpersons Signs and Signals certified and uncertified) or a greater period of time as may be agreed to by the Corporation and Union. If, during that time, he/she is not satisfactory to the Corporation, he/she shall be returned to his/her former job with no loss of seniority.

- 14.03** **Employees in the CUPE 136 bargaining unit** may on a temporary basis be transferred to the inside workers departments without loss of seniority and without loss of his/her normal rate of pay.

ARTICLE FIFTEEN - JOB VACANCIES

- 15.01** When job vacancies occur or new jobs are created in the permanent establishment a notice thereof shall be posted **in prominent places** on the Corporation's premises for **at least five (5)** working days. **Applicants will have five (5) working days to apply for such vacancy.** When selection of the successful applicant is from the existing staff, such selection shall be in accordance with Clause 14.01. Positions which become vacant within the bargaining unit will be posted within thirty (30) days, or the Union will be informed. **Temporary job vacancies of ninety (90) days or more in duration will be posted**

for existing staff to apply. Temporary vacancies of less than ninety (90) days will be filled at management's discretion.

15.02 A posting for a vacancy will include:

- Education required
- Experience required
- Qualifications required
- The number of vacancies to be filled, if more than one (1) vacancy
- Rate of Pay
- Closing Date

The posting may also indicate that the above details are subject to change.

15.03 All internal applicants for posted jobs shall be notified by letter of their acceptance or non-acceptance for said job within ten (10) working days of the successful applicant being selected. The name of the successful applicant will be posted.

15.04 The Corporation shall have the right to fill any vacancy on a secondment basis while a job is posted, and nothing in this Article implies that any vacancy in the permanent staff will necessarily be filled.

15.05 The successful candidate for a newly created position shall not be selected solely on the basis

of his/her having performed in that position on a temporary basis.

- 15.06** An employee who has been incapacitated at work by compensable injury or disease, or who through advancing years or temporary disablement is unable to perform his/her regular duties, may be employed in other work which he/she can perform if such is available, without regard to other seniority provisions of this agreement, except that such employee may not displace any other employee.
- 15.07** An extension in the amount of five (5) extra working days shall be granted for any employee who, due to absence for reason of vacation, injury or illness cannot be informed within the time periods stated in clause 15.01.
- 15.08** The content for a job interview should be relevant to the duties of the job. Where a competition has three (3) or more internal candidates, the unsuccessful candidates may request the list of scores of the applicants interviewed. Such information shall be provided in a manner that does not identify individual interviewees
- 15.09** **In any competition for a job posting that includes internal and external applicants, the internal applicants shall be interviewed first.**

Any internal applicant that meets the pre-determined interview and selection threshold, reflecting the normal requirements of the job,

shall be awarded the position subject to 14.01 provided the internal applicant has no suspension on their disciplinary record two years preceding the posting.

- 15.10** The Union shall be notified of all hiring, layoffs, transfers, recalls, and terminations with respect to employment within the bargaining unit, including temporary or seasonal employees.

ARTICLE SIXTEEN - PROBATIONARY EMPLOYEES

- 16.01** A newly hired employee shall be on probation until the employee has worked ninety (90) days from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment. The Corporation shall notify the Union of the appointment of probationary employees as soon as they are appointed.

- 16.02** A probationary employee will not carry seniority rights during his/her probationary period. Probationary employees are covered by the following articles:

<u>ARTICLE</u>	<u>TITLE</u>
2	Recognition
6	Union Membership and Representation
7	Check off of Union Dues
16	Probationary Employees

19	Other Employee Benefits
20	Vacations
21	Designated Holidays
22	Hours of Work, Overtime Rates and Shift Bonus
23	Job Classifications and Wage Rates
24	Standby and Call Out Pay
25	Break Period
26	Inclement Weather
Schedule A	Job Classifications and Hourly Wage Rate

and the benefits of the following Articles with regard to the foregoing only:

<u>ARTICLE</u>	<u>TITLE</u>
9	Grievance Procedure
11	Arbitration

The dismissal or suspension of a probationary employee shall not be the subject of a grievance and shall not be submitted to arbitration.

- 16.03** On the completion of his/her probationary period, the employee shall be advanced from the probationary rate of pay to the going rate for the job classification to which he/she is assigned.

ARTICLE SEVENTEEN - TEMPORARY EMPLOYEES

- 17.01** The Corporation may at its discretion engage temporary employees to cover periods of

prolonged sickness exceeding three (3) days, seasonal work or when there is a special project which will require additional help. Such temporary employees may be hired for up to eight (8) months in any **12** consecutive month period or such greater period as mutually agreed to by both parties.

Notwithstanding the above or as stated in the Memorandum of Understanding regarding Temporary Employees in the Recreation and Culture Department, the parties agree that the Corporation may engage temporary employees, in any department, to cover periods of leave of absence due to illness, disability, maternity leave, parental leave, or to fill in for an incumbent temporarily working in another position, for periods of longer than eight (8) months in any twelve month period. When this occurs, the parties will use a Memorandum of Understanding that shall include the employee's name, reason for employment, start and finish dates. The duration of engagement of a temporary employee as stipulated in the Memorandum of Understanding may only be extended by mutual agreement.

Temporary employees will not be placed on the seniority list and shall not have any seniority rights. Their hours of work may be such as the Corporation may determine, save that they shall not be required to work more hours in a twenty

four (24) hour period, than a regular employee without appropriate overtime rates.

A temporary employee employed for more than eight (8) months in any **12** consecutive month period (or such longer time as agreed to by both parties) shall be deemed to be a permanent employee with seniority from the most recent date of hire with the Corporation in any capacity except a temporary employee working on a works incentive program involving another level of government who shall not qualify as a permanent employee as set out herein. It is understood that this is not a guarantee of work and that the layoff provisions of this Agreement may be applied once the Corporation no longer needs the temporary assistance.

The Town shall provide to the Union, on the monthly dues report, a listing of all Temporary Employees, the department within which they worked and the amount of hours worked.

- 17.02** Temporary employees may apply to be appointed to any vacancy in the authorized permanent establishment. If the Corporation in its discretion appoints a temporary employee to its permanent staff, for which he/she has performed as a temporary employee, the time served as a temporary employee shall be counted toward the probationary period. If a temporary employee is hired as a probationary employee, seniority will apply from the temporary date of hire to a

maximum of eight (8) months, provided the current employment is continuous.

17.03 Except as provided in this Article and:

Article Seven	Check off of Union dues
Article Nine	Grievance procedure
Article Twenty-one	Designated Holidays
Article Twenty-two	Hours of Work, Overtime Rates and Shift Bonus
Article Twenty-six	Inclement weather
Article 27.01	Clothing, Safety Footwear and Tool Allowance
Clause 23.01 and Schedule 'A'	Job Classification and Hourly Job Rates

this agreement does not apply to temporary employees.

ARTICLE EIGHTEEN - SICK PAY

18.01 On the occasion of a bona fide sickness of any employee which has been substantiated by a licensed physician and if this said employee has **completed the probationary period, sick leave benefits** up to fifteen (15) continuous weeks with full pay will be granted to such employee. If sickness extends beyond fifteen (15) weeks, each case will be reviewed on its merits, and length of service will be one of the principal determining factors in deciding additional sick pay benefits, if any. References to fifteen (15) continuous weeks in the foregoing will read:

<u>Continuous Week</u>	<u>Years or more of Service</u>
20	10
21	17
22	19
23	21
24	23
25	25
26	27
27	29
28	31
29	33
30	35

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

In all cases of absence from work, unless scheduled, an employee shall immediately upon commencement of the absence, notify their immediate Supervisor or their designate of their absence and its estimated duration at a predetermined telephone number. Further contact with the absent employee shall not be unreasonably exercised.

When an employee has had four (4) incidents of sick leave in any twelve (12) month period, payment for subsequent occasions of sickness will be withheld for the first two (2) days of such occasion if in the opinion of the Corporation the employee has not adequately substantiated his/her sickness as being bona fide.

- 18.02** (a) The Head of the Department and/or the Director of Human Resources designates (being non-union) may require a doctor's certificate regarding an employee's **illness** at any time. In any case, **it is the responsibility of** an employee who is absent from work for more than three (3) consecutive working days, **to provide to the Human Resources Department a medical certificate from his/her physician** not later than seven (7) calendar days after the commencement of his/her **illness** or upon return to work whichever occurs first, reporting the duration or probable duration of that period of **illness**. Where any period of **illness** is for more than fifteen (15) calendar days, a certificate from the employee's physician reporting duration or probable duration of the **illness** with the first and most recent days of attendance upon the employee shall be provided **to the Human Resources Department** within the first fifteen (15) days of absence and **may be required** every subsequent fifteen (15) calendar days there from.

The Town will reimburse the employee for the first three (3) doctor's certificates in any twelve (12) month period to a maximum of \$20.00 each,

provided a paid receipt is submitted and the certificate has been reasonably completed.

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

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

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

- (a) advance to the employee on his/her regular pay day an amount equal to that which the Workers' Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable **by** the Workers' Safety and Insurance Board will be paid to the Corporation, and the former amount will be adjusted, if necessary, to equal the latter; and
- (b) pay to the employee on his/her regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his/her normal net take-home pay, after all appropriate deductions

have been made. Deductions for Income Tax and Unemployment Insurance will be based on the Corporation-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

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

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

18.05 Time taken for sick leave will not be applied against the ten (10) days leave entitlement as set out in the Employment Standards Act, 2000.

ARTICLE NINETEEN - OTHER EMPLOYEE BENEFITS

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

- (a) Hospital/medical - Ontario Health Plan for basic hospital and medical care;
- (b) An Extended Health/Drug as described in the current benefit booklet, Contract No. 56261 shall be provided.
- (c) Basic Life Insurance - a group plan for Life Insurance coverage equal to two (2) times the employees annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.
- (d) Basic Accidental Death and Dismemberment (AD&D) Insurance - a group for AD&D Insurance coverage equal to two (2) times the employee's annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.
- (e) Optional Life Insurance for the employee and his/her spouse based on elected amounts in \$10,000 increments to a maximum of \$200,000. Optional Life Insurance is 100% employee paid. The benefit amount is subject to approval of medical evidence by the insurer.
- (f) Pensions: The Ontario Municipal Employees Retirement System (O.M.E.R.S.) Basic Plan, as per the O.M.E.R.S. Member Handbook, as amended from time to time.
- (g) Dental Care - A Dental Care Plan (Blue Cross or equivalent).
 - Routine and preventative coverage (Blue

Cross No. 7 and Rider No. 1 or equivalent) however routine checkups will be covered once every nine months, oral hygiene instruction will only be covered once for each person and fluoride treatments will not be an eligible expense except for dependants under the age of eighteen (18), as per the benefit contract. Coverage will be based on 100% co-insurance with a calendar year maximum of \$2,750 per individual.

- Dentures (Rider No. 2 or equivalent) based on 50% coinsurance to a calendar year maximum of \$1,000 per individual.

- Major Restorative (Rider No. 4 or equivalent) based on 50% co-insurance to a calendar year maximum of \$1,000 per individual.

- Effective February 16, 2003 Major Restorative (Rider No. 4 or equivalent) based on 100% co-insurance to a calendar year maximum of \$1,500 per individual.

- Orthodontia (Rider No. 3 or equivalent) based on 50% co-insurance to a Lifetime maximum of \$1,500. **Effective February 15, 2008 coverage will increase to lifetime maximum of \$3,000.**

- The O.D.A. fee schedule will be based on a one (1) year lag, with an automatic update annually on January 1st of

each year to the previous year

- (h) Vision care - A family vision care plan based on **\$325** per person every twenty-four 24 months. **Effective February 15, 2008, a family vision care plan based on \$350 per person every twenty-four (24) months.** An individual may apply the cost of one alternative corrective procedure e.g. laser eye surgery, performed by an ophthalmologist, against the vision care allowance to the maximum amount available.
- (i) Long Term Disability - An L.T.D. plan including a two (2) year own occupation clause, with a benefit factor equal to 66-2/3% of the employee's normal monthly wages to a maximum of \$5,000 reduced by any primary Canada Pension Plan, and/or Workplace Safety and Insurance Act benefits and/or like offsets. The plan will commence immediately after sick leave benefits, as referred to in Article Eighteen (18), have been exhausted. Full premium will be paid by the Corporation.

19.02 Each employee shall as a condition of employment enroll or be enrolled in the Ontario Health Plans outlined in 19.01(a), (b) the Extended Health/Drugs, (c) the Basic Life Insurance plan, (d) the AD&D plan, , (f) the Pension Plan, (g) the Dental Plan, (h) the Vision Care Plan and the L.T.D. Plan as outlined in (i), all in accordance with the requirements of the respective plans.

- 19.03(a)** The Corporation will in no instances be considered the insurer, but will be obliged hereunder only to pay the total premium costs for the benefit plans in 19.01 (a), (b), (c), (d), (f) and (g), and to contribute to the pension plans in 19.01 (f) in accordance with the Canada Pension Act and The Ontario Municipal Employees Retirement System Act. In the event of a modification of any of the plans outlined by legislation of either the Provincial Legislature or Federal Parliament which reduces the premium(s), the reduction shall be applied wholly to the Corporation's share of the premium costs.
- (b) Any benefit changes will apply to those permanent employees on staff at the date of ratification on this agreement.

19.04 The five-twelfths (5/12) E.I. rebate payable to employees will be retained by the Corporation.

19.05 The Corporation shall make available to employees who retire before the age of sixty-five (65) either because of a disability, or with the OMERS ninety (90) factor (or prevailing factor), and who have at least fifteen (15) years of service with the Corporation, the opportunity to continue their coverage under the benefit plans outlined in 19.01 (a), (b) and (g) above, and for Life Insurance in the amount of \$2,000.00, and the Corporation will contribute the percentage of the premium costs for such in accordance with the following schedule:

for employees with more than 15 years' service - 60%
for employees with more than 20 years' service - 80%
for employees with more than 25 years' service - 100%

provided that the employee:

- (a) does not engage in any activity for which remuneration and/or profit would normally be available, and
- (c) has no other means of access to such coverage at less cost.

Coverage under this Clause will cease at the end of the month in which the employee celebrates his/her sixty-fifth (65th) birthday.

19.06 The Corporation reserves the ability to change carriers for any of the above-mentioned benefits provided the level of coverage remains the same and in so doing agrees to advise the Local 136 Union President in advance of the proposed change in carrier.

19.07(a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest,

fraudulent, negligent or malicious act of such employee.

- (b) The Corporation shall not be liable to make any payment under Clause (a) above unless:
 - (i) that employee has promptly given written notice of such claims to the Corporation;
 - (ii) the Corporation, its insurer if applicable, have had reasonable opportunity to take carriage of such proceedings and if declined, have been regularly advised, in writing, of the status of the action;
 - (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;
 - (iv) in the case of settlement of such claim, and the payment of reasonable legal costs, the Corporation has agreed to such settlement and approved such costs.

19.08(a) When an employee is required by the Corporation to use his/her own private automobile in his/her work, that employee shall be compensated for that use at the highest allowable rate prior to the rate becoming a taxable benefit.

- (b) All kilometers traveled shall reported by the method and in the form required by the

Corporation

- 19.09** The employer shall bear the cost of any certifications (and renewals), examinations, and licenses required by an employee to retain employment in their classification.

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

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

*Active full time permanent employees working for the Town beyond age **65** will receive a payment of **\$150.00** in lieu of benefits per completed month worked beyond age **65**. Payment will be noted on the first pay advice following the completed month.*

ARTICLE TWENTY - VACATIONS

- 20.01** For the purposes of this article "service" shall be calculated as of the anniversary date of the employee's service in the calendar year in which vacation is granted.
- 20.02** Vacation with pay shall be granted annually on the following basis respectively:

<u>Years of Service</u>	<u>No. of Weeks Vacation</u>
1	2
3	3
8	4
16	5
25	6

- 20.03** During an employee's last year of service prior to normal or early retirement (with an unreduced pension benefit under O.M.E.R.S. ninety (90) factor provisions), he/she shall be granted additional vacation entitlement in time or payment of one (1) day for each year of service completed with the Corporation.
- 20.04** The Corporation agrees to post a vacation schedule in advance of March 31st each year so that vacations may be fairly allocated. In the event that more than one (1) employee in any job designation requests vacations within the same period, the employee with the greatest seniority shall be given preference. All vacation entitlements not selected by May 1st will thereafter be scheduled by Management.
- 20.05** Except when otherwise approved in writing by the Director of the Department involved, or his/her designate, and the Director of Human Resources, no vacation allowance shall be carried from one (1) year to another, but shall be taken in the calendar year granted. Exceptions will generally only be permitted in respect of vacation periods scheduled which are subsequently canceled at

the request of the Corporation due to exigencies, or in respect of time during which the employee is actually hospitalized, and/or immobilized due to an injury, and which time cannot be accommodated at another time or times in the same year.

- 20.06** Vacations shall be scheduled subject to the exigencies of the service.
- 20.07** When an employee is assigned to work a shift on a permanent basis at other than the normal hours of work as set out in Article Twenty-two (22), his/her pay for vacation shall include any bonus for shift work applicable to his/her working hours provided by the same article.
- 20.08** When an employee is away from work for a continuous period in excess of fifteen (15) weeks because of sickness or because of a compensable accident, his/her period of vacation shall be reduced proportionately as the time absent from work in excess of fifteen (15) weeks is to fifty (50) weeks.
- 20.09** In any calendar year an employee who is eligible for vacation with pay under Article Twenty (20) on the basis therein set forth who requests and is permitted to take such vacation in advance of actual entitlement thereto and such employee subsequently leaves the service of the Corporation, the Corporation shall recover from such employee the value of such vacation taken prior to actual entitlement thereto.

- 20.10** If, in any twelve (12) month period, an employee is granted leave of absence without pay in excess of ten (10) days for any reason other than union business, Union education, sickness, maternity/paternity leave, Worker's Safety Insurance accident arising from employment with the Corporation in accordance with Clause 28.01, or Court Duty, his/her vacation entitlement shall be reduced to the nearest one-half (1/2) day in the same proportion that all such leave is to fifty (50) weeks.
- 20.11** An employee retiring for any reason after the age of fifty-five (55) at any time in the vacation year, prior to using their vacation, shall be entitled, subject to adequate notice, to a pro-rated payment of wages in lieu of such vacation entitlement, at the time of the retirement date.

ARTICLE TWENTY-ONE - DESIGNATED HOLIDAYS

- 21.01** For every employee the following days and any other day proclaimed by the Governor General, the Lieutenant-Governor or the Council for observing a public holiday shall be recognized as a paid holiday. If any of these days falls on a Saturday or on a Sunday or first (1st) and second (2nd) day of rest, the Corporation shall identify a normal working day preceding or following that day to be observed as a day off in lieu thereof.

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	December 24*
Christmas Day	Boxing Day	(half day, being four (4) hours).

*Applies only to those employees scheduled to work on December 24th.

One (1) additional "FLOATER" day shall be recognized as a paid designated holiday to be taken at a time agreeable to the employee and the Corporation. If an employee terminates, adjustment in respect of the "FLOATER" day will be made on the same basis that vacation entitlement is calculated (employee's anniversary). **For temporary employees, this Floater day will be paid as an additional .4% vacation pay.**

21.02 Employees who are not required to work on any of the designated holidays as defined in Clause 21.01 will receive payment equal to one (1) normal day's pay at their regular straight time hourly rate provided they work on the working days immediately preceding and immediately following the holiday. If an employee is absent from work on the working days immediately preceding and/or immediately following the holiday because of authorized leave of absence, he/she shall be paid for the holiday provided the authorized leave of absence does not exceed three (3) working days.

- 21.03** Employees who are required to work on the actual date of any of the designated holidays as set forth in Clause 21.01 shall receive in addition to the amount stated in Clause 21.02, payment equal to time and one-half (1.5) their regular straight time hourly rate for all hours worked on such holiday. Employees required to perform unscheduled work on a designated holiday shall be paid at twice (2x) their regular rate of pay.
- 21.04** If a designated holiday occurs during an employee's vacation period, he/she shall be granted another day off with pay in lieu thereof.

**ARTICLE TWENTY-TWO - HOURS OF WORK,
OVERTIME RATES AND SHIFT BONUS**

In order to satisfy the requirements set out in the Employment Standards Act 2000, the parties agree to continue current practices with regard to hours of work in the various work locations. Any changes to current practices will be discussed and agreed upon at Labor/Management prior to implementation. This agreement shall constitute a written agreement as required by Section 17 of the Employment Standards Act, 2000. This does not change existing rights with respect to overtime provisions.

- 22.01(a)** The normal hours of work for employees other than those specified in Clause 22.03 shall be eight (8) hours per day, Monday to Friday, and forty (40) hours per week. Subject to the

exigencies of the service, the ordinary daily hours of work shall be from 8:00 a.m. to 12:00 noon and from 12.30 p.m. to 4:30 p.m. Whenever the Corporation changes the normal hours of work as provided in Clause 3.01 (b) to other times or shifts, a notice thereof shall be posted on the bulletin board for a period of no less than seven (7) calendar days. The requirement of this clause shall not apply when a change in hours of work or days of work is necessitated by an emergency arising from weather, accident or natural disaster or prolonged illness expected to extend greater than three (3) days.

(b) Time and one half (1.5) shall be paid, Monday through Saturday (or first (1st) day of rest), and double (2x) time for a Sunday (or second (2nd) day of rest) when a shift change occurs with less than seven (7) days notice. Such premium time will only be paid for those hours which fall outside of the normal scheduled hours until the expiry of the seven (7) days notice.

22.02 (a) Time and one-half (1.5) the regular rate shall be paid for any hours worked in excess of forty (40) hours per week, or an eight (8) hour or ten (10) hour day except that twice (2x) the regular rate shall be paid for all unscheduled hours worked on Sundays or the day designated as the second (2nd) day of rest and designated holidays.

(b) All overtime work, including declared emergencies, shall be offered to staff in the

appropriate classification and/or holding specific certification or training required to deal with an emergency using the star protocol as defined in Appendix "G".

- 22.03** Normal working hours of employees who are employed in any operations required to operate on a six (6) or seven (7) consecutive day basis, shall be eighty (80) hours over any of ten (10) days within a fourteen (14) consecutive day period and may be scheduled for days, afternoons, or evenings, provided no employee is required to work on more than seven (7) continuous days and there is at least twenty-four (24) hours between a change in shift (a shift being a minimum of eight (8) hours). Hours worked in excess those set out herein, including work on Designated Holidays, may be paid at the rate of time and one-half (1.5) or, at the request of the employee and agreement of the Corporation, be accumulated and added at the rate of time and one-half (1.5) to an employee's vacation entitlement.
- 22.04** An employee required to work on a full scheduled shift which commences at or before 4 a.m., or, at or after 12 noon on any day shall, except in cases of emergency as set out in clause 22.01, be paid a bonus of \$1.00.
- 22.05** An employee required to work two (2) consecutive hours or more of their regular scheduled hours, shall be paid a meal allowance of **\$10.00** by the Corporation. Employees shall

be granted sufficient time to eat, if required to work beyond the two (2) hour period.

22.06 Nothing in this Article is to be read or construed as a guarantee to provide work for any time whatsoever.

22.07(a)The Corporation agrees that students and temporary employees will not be granted pre-arranged overtime in preference to regular employees in the same department and section. For the purposes of this clause "pre-arranged overtime" shall mean overtime which can be scheduled at least twenty-four (24) hours in advance.

(b)The Corporation agrees that students and temporary employees will not be granted unscheduled overtime when full-time bargaining unit employees are available on site and are capable of performing the work required. If however the students or temporary employees are off-site working, and it is not productive for the Corporation to switch to full-time bargaining unit staff, work shall continue until such time as it is convenient to do so, or an eight (8) hour shift is completed, whichever occurs first.

22.08 Premium rates for overtime, shift or designated holiday pay with the exception of stand-by pay, shall not be pyramided or duplicated for the same hours under any condition in this agreement.

- 22.09** Any employee who after working their normal shift, or day, continues working until the beginning of their next normal shift, or day, and then goes home, will be paid an additional four **(4)** hours at the regular rate for the loss of time during their normal shift on that day.
- 22.10** At an employee's request and with the Corporation's approval, an employee may be paid for all hours worked as defined Article 22 or take time off at a rate equal to time and a half (1.5) the actual time worked up to a one (1) week maximum in any calendar year, and the Corporation will determine the scheduling of time off. **Such lieu time may be carried over but it must be used by March 1st of the following year. Employees working in Roads and Works Operations who carry over lieu time may only take such lieu time between May 1st and August 31st**

ARTICLE TWENTY-THREE - JOB CLASSIFICATIONS AND WAGE RATES

- 23.01** Schedule "A" to this Agreement shows the job classification and wage rates to be paid. The Schedule applies only to employees on staff at the date of ratification of this agreement, those who have retired since commencement of its terms and those who become employees subsequent to ratification of this agreement.
- 23.02** On the occasions when an employee is required by the Corporation to perform the duties of an

employee in a higher grade than his/her own for more than two (2) hours in any one (1) day, he/she shall be paid for the hourly rate for such higher graded job for such hours. When an employee is temporarily assigned to perform the duties of a lower graded job, his/her rate shall not be reduced for such hours worked.

23.03 When an employee whose normal duties do not include the supervision of other employees is required by the Corporation to supervise and direct the activities of three (3) or more employees or employees of hired contractors for a continuous period of one (1) full shift, he/she shall be classed as a Lead-hand and receive the Lead-hand hourly premium (**3%**) for the period he/she supervises and directs, except for the positions which have Lead-hand responsibilities included in the job rate as noted in Schedule 'A'.

23.04 An Arena Maintenance/Operator required by the Corporation to supervise a function for which a liquor license has been issued shall be paid a bonus of \$1.00 per hour per function for such hours he/she supervises that function at all facilities excluding Glen Abbey, River Oaks and Iroquois Ridge complexes.

At Glen Abbey, River Oaks and Iroquois Ridge complexes, Arena Maintenance/Operators shall be paid a premium of \$1.00 per hour for work performed during the following shifts: Monday to Friday for hours worked from 4:00 p.m. to 2:00

a.m.; and Saturday and Sunday from 6:00 a.m. to 1:00 a.m.

ARTICLE TWENTY-FOUR - STAND-BY AND CALL OUT PAY

- 24.01** Employees who are required by the Corporation to be on stand-by on weekends or holidays for emergency calls, shall be paid for all such hours on stand-by **at twelve percent (12%)**, of their normal regular hourly rate.
- 24.02** Employees who are required by the Corporation to be on stand-by week nights for emergency calls, shall be paid for all such hours on stand-by **at seven and one-half percent (7.5%)** of their normal regular hourly rate.
- 24.03** When an employee who is on stand-by is called out to perform emergency work at other than normal hours of work, for such time worked a minimum of three (3) hours at the appropriate rate at his/her normal rate of pay shall be paid except where two (2) or more calls are received within the two (2) hour period or actual work period, if longer, in which case the time will be considered continuous. For purposes of this clause, time will be calculated from portal to portal if within the area serviced by the Municipality in the respective instance, or otherwise from the boundary thereof, all travel being direct.

24.04 An employee not on stand-by who is called to work to meet an emergency condition will be paid the greater of three (3) hours, or the time actually worked, at the employee's prevailing overtime rate, as specified in 22.02.

ARTICLE TWENTY-FIVE - BREAK PERIOD

25.01(a) The Corporation will permit employees a fifteen (15) minute break period at or about the mid-point of each of the two (2) working periods of the normal working day and such break period must be taken at a suitable time and at a suitable location where the employee is working.

(b) For employees required to work overtime the following shall apply:

1) An employee shall be entitled to a paid 15-minute break, prior to commencing the overtime shift.

2) For any overtime period exceeding three hours, an employee shall be entitled to an additional 30 minute unpaid meal break.

3) Under no circumstances shall the *Employment Standards Act (ESA)* standard of five hours pass, without the employee receiving a 30-minute eating period. Every such five-hour period shall also contain a paid 15-minute break.

(c) Employees working in facilities or arena operations shall have all their breaks taken as above, and paid as regular working hours.

ARTICLE TWENTY-SIX - INCLEMENT WEATHER

- 26.01** Employees when required to work outside in inclement weather (as determined by the Corporation), will be provided with their own waterproof apparel **and CSA approved rain boots** supplied by the Corporation.
- 26.02** When, in the opinion of the Corporation, severe weather prevents employees from performing their normal duties, the Corporation will endeavor to provide inside work.

ARTICLE TWENTY-SEVEN – CLOTHING, SAFETY FOOTWEAR AND TOOL ALLOWANCE

- 27.01** The clothing/uniform allocations shall be set out in Schedule 'C' attached hereto and forming part of this agreement.
- 27.02** The Corporation shall provide a Mechanic's tool allowance in the amount of \$600 per year. **Effective February 15, 2008, the tool allowance will increase to \$800 per year, and to \$900 per year effective February 15, 2009.** The allowance shall be a running total in the stores in order for Management to control the quality of supplies purchased with the maximum allowance per employee. This allowance is for Mechanics and Lead Hand Mechanic.

**ARTICLE TWENTY-EIGHT - LEAVE OF ABSENCE,
EDUCATIONAL LEAVE**

Union Leave

28.01 Subject to the exigencies of the service, leave of absence without pay and without loss of seniority will be given to no more than four (4) employees covered by this Agreement to attend Union Conventions, Education or Training Courses, provided such leave does not exceed a total of thirty (30) working days in the calendar year and that all requests for such leave are made in writing at least ten (10) working days in advance of the date the leave is requested.

Bereavement Leave

28.02(a) A leave of absence shall be granted without loss of pay to an employee to attend the funeral, on the following basis:

5 days: Parent
Spouse
Child

3 days: Brother Sister
Grand Child Grandparent
Son-in-law Daughter-in-law
Parent-in-law Sister-in-law
Brother-in-law Legal Guardian

1 day: Aunt
Uncle

- (b) If a death occurs in an employee's immediate family (being parent, child, spouse, brother, sister) while the employee is on vacation, he/she shall be granted the appropriate bereavement entitlement, and have his/her lost vacation time reinstated, to be taken at a time agreed upon between the employee and his/her Manager.

Except for the above, bereavement leave will not be granted to employees attending a funeral during periods when, for other reasons, they are not at work, for example; vacation, public holidays and illness. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Department Head or designate, on request, may grant additional bereavement leave.

- (c) Leave of absence granted for bereavement leave will be applied against the ten (10) days' leave entitlement as set out in the Employment Standards Act, 2000.

Jury Duty

- 28.03** Employees who are required to serve as jurors or are subpoenaed to appear in court shall be granted leave of absence for that purpose and shall have their normal pay continued for the time served provided the employee has immediately notified his/her superior. At the conclusion of his/her jury duty, the employee shall obtain a certificate of attendance showing the period of jury duty and the compensation

shall be turned over to the Town Treasurer. Any travel allowance and expenses paid to the employee other than compensation may be retained by the employee.

Medical/Dental Appointments

28.04 Where an employee who has made reasonable endeavors without success to obtain an appointment other than during his/her normal working hours, consequently requests from his/her supervisor a reasonable period in advance, he/she shall be allowed sufficient leave of absence with pay and without loss of seniority or benefits to attend such personal appointment with his/her medical doctor or dentist during working hours. Such appointment will be made at a time or times as convenient as possible to the Corporation's operations. The Corporation may require the employee to substantiate to its satisfaction the reasonableness of the employee's endeavors for leave to be granted.

Pregnancy and Parental Leave

28.05 (a) Maternity leave and/or parental leave will be granted for the period specified by the Employment Standards Act. 2000 S.O. 2001, c.9, Sched. I, s.1 as amended from time to time.

(b) Pregnancy and Maternity Leave

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

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

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

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

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

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

Unpaid Leave

- 28.06** An unpaid leave of absence will be granted in accordance with The Corporation's Policy 07-01-07, and any Leave of Absence in excess of thirty (30) days will result in an adjustment to seniority and vacation entitlement.

ARTICLE TWENTY-NINE - TECHNOLOGICAL CHANGE

- 29.01** If changes in technology, mechanization, operating methods or organization compel a reduction in employee complement, consultation shall occur between the Corporation and the Union with the view to minimizing staff reductions and developing a program of

retraining and redeployment in an attempt to maintain constructive employment for those displaced. Any termination of employment occasioned by such changes shall only occur after the Union and Employee(s) concerned have been given one hundred and twenty (120) calendar days written notice.

ARTICLE THIRTY - ENTIRE AGREEMENT CLAUSE

30.01 The parties hereto agree that any prior oral or written understandings or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will form part of this Agreement unless documented and signed by the parties as a supplement to this Agreement

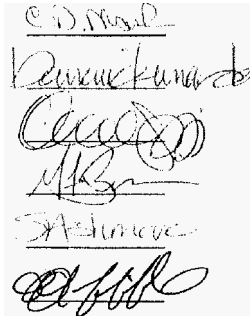
ARTICLE THIRTY-ONE - DURATION OF AGREEMENT

31.01 This Agreement shall be effective on the 16th day of February **2007** and shall remain in full force and effect until the 15th day of February **2010** and from year to year thereafter, subject to notice as provided in the Labour Relations Act S.O. 1995, C.1. Schedule A, as amended.

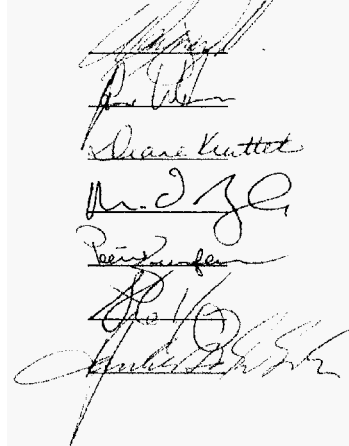
SIGNED AT OAKVILLE ON THIS 29th DAY OF
OCTOBER 2007.

FOR THE CORPORATION

FOR THE UNION



A vertical list of five handwritten signatures on a light gray background. The signatures are: 1. C.D. M... 2. R... 3. C... 4. M... 5. A... Below the list is a horizontal line.



A vertical list of six handwritten signatures on a light gray background. The signatures are: 1. J... 2. P... 3. M... 4. M... 5. P... 6. A...

60

Schedule 'A'

PAY GRADE	OCC CODE		2007	2008	2009
		Band 1	\$19.04	\$19.71	\$20.40
401					
		Band 2	\$19.71	\$20.40	\$21.11
402	4561 4122	ARENA MAINTENANCE OPERATOR - UNCERTIFIED (CENTENNIAL POOL) ROAD PATROLLER			
		Band 3	\$20.37	\$21.08	\$21.82
403	4999 4020 4820 4121 4215 4235	BACKHOE OPERATOR CUSTODIAN/YARDPERSON GREENHOUSE OPERATOR SANITATION LABOURER STORESKEEPER II TRAFFIC OPERATIONS LABOURER			
		Band 4	\$21.03	\$21.77	\$22.53
404	4670 4010 4511 4111 4112 4110 4120 4644 4645 4170 4216	*** ARENA MAINTENANCE OPERATOR - CERTIFIED LABOURER (WORKS) PARKS PATROL/WINTER LABOURER SMALL EQUIPMENT OPERATOR - WORKS SMALL EQUIPMENT OPERATOR - PARKS SMALL EQUIPMENT OPERATOR - TRAILS SPORTSFIELD MAINTENANCE OPERATOR STORESKEEPER I STORESKEEPER I (TRANSIT) TRUCK DRIVER UTILITY PERSON II (AZ & DZ) - PARKS			

Schedule 'A'

PAY GRADE	OCC CODE		2007	2008	2009
Band 5			\$22.55	\$23.34	\$24.16
405	4825	ARBORIST II			
	4810	CARPENTER/UTILITY I			
	4690	CEMETERY OPERATOR II			
	4700	GARDENER			
	4310	GRADER OPERATOR			
	4240	HEAVY EQUIPMENT/SWEEPER OPERATOR (HEO)			
	4230	SMALL ENGINE REPAIRPERSON (CERTIFIED)			
	4210	TRAFFIC REPAIRPERSON- SIGNS			
	4750	FACILITY OPERATOR - CLASS B			
	4187	UTILITY I - IRRIGATION (TECH. SRVS.)			
	4680	UTILITY PERSON I - PLAYGROUNDS			
	4150	UTILITY PERSON II -WORKS			
Band 6			\$24.07	\$24.92	\$25.79
406	4280	** TRAFFIC REPAIRPERSON - SIGNALS			
Band 7			\$25.61	\$26.50	\$27.43
407	4260	ARBORIST I			
	4830	*** LEADHAND - FACILITIES			
	4832	*** LEADHAND - ROADS OPERATIONS			
	4222	*** LEADHAND - SANITATION			
	4191	LICENSED MECHANIC B			
Band 8			\$27.13	\$28.08	\$29.06
408	4220	*** CEMETERY OPERATOR I			
	4183	*** HARBOUR COORDINATOR			
	4194	*** LEADHAND - HORTICULTURE			
	4831	*** LEADHAND - PARKS			
	4770	*** LEADHAND - SMALL ENGINE MAINTENANCE			
	4188	*** LEADHAND - SPORTS FIELDS			
	4646	*** LEADHAND - STORES			
	4189	*** LEADHAND - TECH. SERVICES			
	4380	LICENSED MECHANIC A			
	4355	*** SENIOR GREENHOUSE OPERATOR			
	4290	*** TRAFFIC REPAIR TECHNICIAN II			

Schedule 'A'

PAY	OCC		2007	2008	2009
GRADE	CODE	Band 9	\$31.00	\$32.08	\$33.21
409	4839	*** LEADHAND - FORESTRY			
	4400	*** TRAFFIC REPAIR TECHNICIAN I			
		Band 10	\$32.96	\$34.12	\$35.31
410	4370	*** LEADHAND - LICENSED MECHANIC			
		Apprentice Mechanic			
425	4375-99	START RATE	\$18.84	\$19.71	\$20.48
	4375-01	LEVEL 1	\$22.79		\$24.00
	4375-02	LEVEL 2	\$22.79	\$23.58	\$24.41
	4375-03	LEVEL 3	\$24.41	\$25.27	\$26.15
		* LESS 60 CENTS UNTIL CERTIFICATION IS COMPLETE			
		** 88% UNTIL CERTIFICATION IS COMPLETE			
+	4175	Shift A	DUTIES REQUIRING AZ LICENCING \$1 00/HR PREMIUM		
			POSITIONS INELIGIBLE FOR THE 3% PREMIUM OUTLINED IN ARTICLE 23 03 (as it has been already built into the base rate through JE)		
			Probationary Employees- \$.30 per hour lower than the job designation rate		
			Temporary Employees- \$.60 per hour lower than the job designation rate		

Schedule 'B'

PAY	OCC		2007	2008	2009
GRADE	CODE	Band 1	\$19.04	\$19.71	\$20.40
431	4510	CREW LEADER			
	4515	PARKS LABOURER - WINTER OPERATIONS			
	4030	SEASONAL LABOURER SANITATION			
		Band 2	\$19.71	\$20.40	\$21.11
432					
		Band 3	\$20.37	\$21.08	\$21.82
433	4560	ARENA MAINTENANCE OPERATOR - UNCERTIFIED			
		Band 4	\$21.03	\$21.77	\$22.53
434	4630	HARBOURS TECHNICIAN			
		Band 5	\$22.55	\$23.34	\$24.16
435	4182	* LEADHAND SEASONAL TRAILS			
	4186	* URBAN FOREST TECHNICIAN			
		Band 6	\$24.07	\$24.92	\$25.79
436	4185	* LEADHAND TURF			
	4681	* UTILITY I - IRRIGATION (TURF)			
		Band 7	\$25.61	\$26.50	\$27.43
437					
		Band 8	\$27.13	\$28.08	\$29.06
438					
		Band 9	\$31.00	\$32.08	\$33.21
439					
		Band 10			
	4190	Shift W WINTER EQUIPMENT MAINTENANCE PERSON		\$1.00/HR. PREMIUM	
	4315	Shift P SINGLE PERSON PLOW OPERATION		\$1.00/HR. PREMIUM	
	4175	Shift A DUTIES REQUIRING AZ LICENCING		\$1.00/HR. PREMIUM	
		TEMPORARY LEADHAND (Article 23.03)		3% PREMIUM	
		* POSITIONS INELIGIBLE FOR THE 3% PREMIUM OUTLINED IN ARTICLE 23.03 (asit has been already built into the base rate through JE)			

SCHEDULE "C"

CLOTHING AND SAFETY FOOTWEAR ALLOWANCE

Employees will be afforded an annual allowance of points (as of January 1st each year), according to their job classification, which are applied to clothing acquisition. Points do not accumulate nor carry over to subsequent years. This schedule shall not be construed to restrict the issue of uniform clothing to employees not covered by or in quantities beyond these provisions, at the Corporation's discretion. Procurement shall be subject to the following conditions:

1. The quality of all clothing shall be the industry standard "work wear" permanent pressed quality.
2. The Town will designate the supplier, quality of clothing, style and colour.
3. The Corporation may approve each order so that a reasonable standard of uniform dress is achieved.
4. Maintenance, cleaning and alteration of the clothing issued are the responsibility of the employee, unless otherwise noted.
5. Clothing which is rendered unusable shall be replaced by the Corporation (at its expense) upon submission of the article.

Where the Corporation provides uniforms and safety equipment for employees, the employee will wear the uniforms and equipment while performing their duties. Failure to wear the uniforms and equipment in the prescribed manner will be subject to disciplinary action.

Employees shall be required to wear safety footwear while working for the Corporation. The Corporation will pay to the employee up to \$100.00 towards the cost of C.S.A. approved Green Patch safety footwear once (1x) every twelve (12) months or \$200.00 every twenty-four (24) months. The employee must provide the Corporation with an official receipt from a supplier and said employee will be reimbursed to a maximum of the agreed upon amount within fifteen (15) working days on his/her regular pay cheque. Temporary and probationary employees shall be required to supply footwear at their own expense.

Clothing Allocation Points

Item	Point Value
Regular T-Shirt	10
Safety T-Shirt	13
Short Sleeve Work Shirt	15
Long Sleeve Work Shirt	16
Long Sleeve Safety T-Shirt	25
Golf Shirt	18
Sweatshirt	24
Work Shorts	20
Work Pants (with Reflective Striping)	27
Navy Cargo Pants (no Reflective Striping)	25
Navy Cargo Pants (with Reflective Striping)	29
Regular Navy Coveralls	27
Regular Navy Coverall - Insulated	126
Blaze Orange Bib Overall	62
Blaze Orange Coverall	77
Blaze Orange Bib Overall – Insulated	161
Blaze Orange Coverall – Insulated	176
Wind Breaker	44
Lineworker Jacket & snap-on hood Blaze Orange	52
Navy Blue Winter Bomber Jacket	125
Navy Blue ¾ Length North Sea Parka	122
Blaze Orange ¾ Length Winter Parka	129
Fire Retardant Blaze Orange ¾ Length Winter Parka	176
Fire Retardant Long Sleeve T-Shirt	55
Fire Retardant Bib Overall	88
Fire Retardant Bib Overall Insulated	187
Fire Retardant Coverall	103
Fire Retardant Ins. Coverall	202
Fire Retardant Jacket/Hood	78
Fire Retardant Lineworker Jacket	78
Flat Pants (Non-Reflective)	27
Windbreaker (Non-Reflective)	44
Bomber Jacket (Non-Reflective)	125
Winter Parka (Non-Reflective)	122

Clothing/uniform point allocations as stipulated in Schedule "C" for the collective agreement will be provided to temporary employees on a prorated basis

Job Category	Job Designation	Clothing Options	Total Points
Mechanical Staff	APPRENTICE MECHANIC LEADHAND - LICENSED MECHANIC LEADHAND - SMALL ENGINE MAINTENANCE LICENSED MECHANIC A LICENSED MECHANIC B SMALL ENGINE REPAIRPERSON (CERTIFIED)	Shirts (Work shirts, 1-shirts, safety t-shirts, or golf shirts) Sweatshirts Work pants (w/ reflective bands) Lineworker's Jacket & Snap-on Hood Windbreaker Blaze Orange Coverall Safety 1-shirt Blaze Orange Coverall Insulated Blaze Orange Bib Overall Blaze Orange Bib Overall Insulated Blaze Orange ¼ Length Winter Parka * In addition to the above clothing options, the supply and launder of regular navy coveralls w/ reflective bands shall be provided by the Corporation.	250
Facility and Stores Staff	FACILITY OPERATOR - CERTIFIED & UNLICENSED CUSTODIAN/YARDPERSON FACILITY OPERATOR - CLASS B LEADHAND - FACILITIES LEADHAND - STORES STORESKEEPER I STORESKEEPER I (TRANSIT) STORESKEEPER II	Shirts (Golf shirt or 1-shirt) Sweatshirts Shorts** Work pants (w/ reflective bands) Windbreaker Regular Navy Coveralls*** Regular Navy Coveralls - insulated*** Navy Blue ¼ Length North Sea Parka Bomber jacket Cargo pants (with or without reflective strip) *This option is only available to certain Parks and Recreation Department employees to perform certain duties designated by the Department Head. **This option is only available to perform certain duties as designated by the Department Head.	300

Job Category	Job Designation	Clothing Options	Total Points
Operations Staff	BACKHOE OPERATOR CARPENTER/UTILITY I CEMETERY OPERATOR I CEMETERY OPERATOR II CREW LEADER GARDENER GRADER OPERATOR GREENHOUSE OPERATOR HARBOUR COORDINATOR HARBOURS TECHNICIAN HEAVY EQUIPMENT/SWEEPER OPERATOR LABOURER (WORKS) LEADHAND - HORTICULTURE LEADHAND - PARKS LEADHAND - ROADS OPERATIONS LEADHAND - SANITATION LEADHAND - SPORTS FIELDS LEADHAND -TECH. SERVICES LEADHAND SEASONAL TRAILS LEADHAND TURF PARKS LABOURER - WINTER OPERATION PARKS PATROL/WINTER LABOURER ROAD PATROLLER SANITATION LABOURER SEASONAL LABOURER SANITATION SENIOR GREENHOUSE OPERATOR SMALL EQUIPMENT OPERATOR - WORKS SMALL EQUIPMENT OPERATOR - PARKS SMALL EQUIPMENT OPERATOR - TRAILS SPORTSFIELD MAINTENANCE OPERATOR TRAFFIC OPERATIONS LABOURER	Shirts (Work shirts, t-shirts, safety t-shirts, or golf shirts) Sweatshirt Shorts++ Work pants (w/ reflective bands) Blaze Orange Coveralls – Regular (can substitute with bib overalls) Blaze Orange Coveralls - Insulated (can substitute with bib overalls) Lineworker's Jacket & snap-on hood Windbreaker Blaze Orange ¾ Length Winter Parka Bomber jacket (with reflective stripe) Cargo pants (with reflective stripe) *This option is only available to certain Parks and recreation Department employees to perform certain duties as designated by the Department Head.	415

Job Category	Job Designation	Clothing Options	Total Points
Operations Staff Cont'd	TRUCK DRIVER URBAN FOREST TECHNICIAN UTILITY I - IRRIGATION (TECH. SRVS.) UTILITY I - IRRIGATION (TURF) UTILITY PERSON I - PLAYGROUNDS UTILITY PERSON II -WORKS UTILITY PERSON II (AZ & DZ) - PARKS		
EUSA Related Staff	ARBORIST I ARBORIST II LEADHAND - FORESTRY TRAFFIC REPAIR TECHNICIAN I TRAFFIC REPAIR TECHNICIAN II TRAFFIC REPAIRPERSON - SIGNALS TRAFFIC REPAIRPERSON - SIGNS	Shirts (Work shirts, t-shirts, safety t-shirts, or golf shirts Long Sleeve Fire Retardant (mandatory minimum of 3) Sweatshirt Work pants (w/ reflective bands) Blaze Orange Coveralls ~ Regular (can substitute with bib overalls): fire retardant Blaze Orange Coveralls - Insulated (can substitute with bib overalls): fire retardant Lineworker's Jacket: fire retardant & snap-on hood Windbreaker Fire Retardant Blaze Orange ¾ Length Winter Parka	570

APPENDIX "A"
LETTER OF INTENT

December, 2004

To: President
Local 136
CUPE

Dear Sir:

This letter is to advise you that the Corporation will extend the courtesy of permitting the CUPE Local 136 President to attend various Health and Safety committee meetings within the Local 136, upon request of the Joint Health and Safety Committee members, providing adequate notice is given (at least forty-eight (48) hours) to the Corporation.



For the Corporation

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APPENDIX "B"

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF OAKVILLE

(hereinafter referred to as the "Town")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 136**

(hereinafter referred to as the "Union")

April 25, 2002

JOINT JOB EVALUATION PROGRAM

This will confirm the agreement between the parties with respect to the establishment of the CUPE Joint Job Evaluation Program (JJEP), facilitated by Jan Filman of CUPE.

Furthermore, the parties agree to reconvene their negotiating teams to bargain in good faith the appropriate amendments to the CUPE Terms of Reference when necessary. These terms of Reference will be completed by September 30, 2002 unless the timelines are extended by **mutual** consent of the parties.

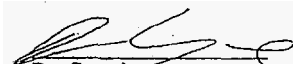
Failing agreement on the Terms of Reference, the matter may be referred to Alternative Dispute Resolution (ADR) or taken up as a grievance at Step 4 of the grievance procedure for resolution. An Arbitrator shall have no authority to impose amendments or to direct the parties to use the existing Terms of Reference if differences regarding the amendments exist.

The Joint Job Evaluation Committee (JJEC) established by the Terms of Reference will endeavour to complete the evaluation of all positions currently recognized in the CUPE 136 collective agreement, by March 31, 2003.

A methodology for adjusting wages to align with evaluation results will be negotiated into future collective agreements between the parties (Green circling).

It is recognized that no individual will experience a wage reduction as a result of Job Evaluation, however they may be red-circled and not eligible for all or a portion of future economic adjustments until their wages and evaluation results are aligned, subject to the terms of reference.

Future facilitators for maintenance of the program will be mutually agreed upon by the parties.


Dan Carnegie
Director of Human Resources


Brian Cochrane
President CUPE Local 136

APPENDIX "D"

Letter of Agreement Between

The Corporation of the Town of Oakville
And
The Canadian Union of Public Employees CUPE Local 136

Operating Guidelines - CUPE 136 - Labour-Management Meetings

1. Purpose of Meeting

The Purpose of the Labour-Management meetings, as defined in the collective agreement, shall be respected. Items addressed through the grievance procedure or during collective bargaining, will not be part of Labour-Management meetings.

2. Number of Participants

The number of participants will be equally balanced between Management and the Union. Where items on the agenda warrant additional participants from either Management or the Union in order to ensure full information or action planning by either Management or Labour the concurrence of the other party will be sought a week in advance of the meeting.

3. Notice of Meeting

Meeting times for the next year's meetings will be tentatively scheduled annually, at the last meeting of the year. The date of each meeting will be confirmed one month prior to the actual meeting date.

4. Meeting Agendas

The tentative agenda will be established one month prior to the actual meeting date. In addition to items brought forward from previous agendas, a call for additional agenda items will be sought when that meeting date is confirmed (see "Notice of Meetings").

This does not prevent either party from bringing additional items to the table at the meeting. However, it is recognized that they will only be addressed if there is sufficient time for their discussion or both parties agree that any of the items should stand in the place of a previously submitted agenda item.

5. Meeting Time and Duration

Meetings will be approximately two hours in length, with the Chair(s) managing the discussion so that all items are addressed appropriately in that timeframe. Meetings should occur, whenever possible, in the mornings.

6. Chairing of Meetings

The Chairing of the Labour-Management meetings will rotate, on a meeting-by-meeting basis, between management and labour.

7. Minutes of Meetings

Human Resources will provide a minute taker for Corporate Labour-Management meetings. Departmental resources will be utilized for minutes taken at Department Labour-Management meetings. The minutes will reflect the contributions of each participant (unless otherwise agreed to during the discussion), but not be a transcript of discussions. The format of the minutes will follow that of the current Department Labour-Management meetings. If an item is resolved at the table, the minutes shall so note that resolution, with any follow-up action/parties responsible for implementation identified. If additional discussion/research is needed, the individuals responsible for that activity will be identified in the minutes, and the anticipated date of response included.

Individuals, unless identified for the purpose of item follow-up, will not be identified in the minutes. Speakers will be noted as "Union" or "Management" only.

The minutes will be circulated to the Union within two weeks of the meeting. The Union will respond/approve within two weeks, and the minutes posted appropriately.

8. Amending Operating Guidelines

These operating guidelines can be amended, from time to time, by the parties, in the interests of making the meetings as effective as possible. Any amendments at one Labour-Management meeting should be shared with the other CUPE 136 Labour-Management meetings for their consideration and in order to provide consistency of application.

Prepared: December 5, 2003
Amended: January 28, 2004

APPENDIX "E"

Letter of Understanding

Re:

Interpretation of Article 22 (Overtime Pay – Sundays)

Article shall be interpreted as follows:

1. Article 22.02 states that all hours worked on a Sunday (or the day designated as the second day of rest) shall be paid at twice (2x) the regular rate. Our interpretation is that this will be the case *unless an employee's normal working hours include Sundays*. This means that if an employee is asked mid-week to work extra hours on Sunday, they will be compensated at twice (2x) their regular rate of pay. For employees with normal working hours on a Sunday, any overtime worked on a Sunday shall be paid at time and one half (1.5x) the regular rate.
2. If an employee is requesting time off in lieu of payment for overtime in accordance with Clause 22.10 – time off shall be only calculated based on a rate equal to time and one half (1.5x) the actual time worked. No time in lieu will be calculated based on twice (2x) the actual time worked.

The above interpretation shall not affect the meaning, intent, or interpretation of other related articles.

APPENDIX "F"

Definitions

Star Protocol: A system of fair and equitable distribution of overtime, which uses a star symbol to designate the last person called for overtime. As formally agreed to and as modified through departmental Labour-Management Committees.

APPENDIX "G"

Memorandum of Agreement

Between

The Town of Oakville

And

CUPE Local 136

Re: *Mechanic Apprenticeship*

1. The parties agree to the establishment of a new job classification of "Apprentice Mechanic" on the terms set out in this Memorandum of Agreement. This Memorandum of Agreement expires with the current Collective Agreement subject to renewal or incorporation into the Collective Agreement or Letter of Understanding during the next round of bargaining.
2. The Apprentice Mechanic is required to enter into an agreement with the Corporation of the Town of Oakville that is administered by the ***Apprenticeship Client Services Branch of the Ontario Ministry of Training, Colleges and Universities***. The Apprentice Mechanic is required to acquire two Certificates of Apprentice:
 - i) Automotive Technician 310S
 - ii) Truck & Coach Technician 310T

The order of acquiring either certificate is flexible.

3.
 - a). Where the Corporation intends to hire an Apprentice Mechanic a notice will be posted and applicant(s) selected as provided in Article 15. The successful candidate shall be assigned to the Occupational Classification of Apprentice Mechanic.
 - b). An Apprentice Mechanic shall be considered a regular employee and all aspects of the Collective Agreement shall apply except where specifically otherwise provided in this Memorandum of Agreement.

4. a) The following hourly wage rates and progression shall apply to the Occupational Classification of Apprentice Mechanic:

Effective	Approximate % of Licensed Mechanic "A" Wage Rate
Start Date	Schedule "A" Band 1 Rate
Upon receipt of evidence of successful completion of Level 1 of the first Program Certificate	77% of Licensed Mechanic "A" Wage Rate
Upon receipt of evidence of successful completion of Level 2 of the first Program Certificate	84% of Licensed Mechanic "A" Wage Rate
Upon receipt of evidence of successful completion of Level 3 of the first Program Certificate	90% of Licensed Mechanic "A" Wage Rate
Upon receipt of evidence of successful completion of all Levels of the second Program	100% of Licensed Mechanic "A" Wage Rate

b) Where the position of Apprentice Mechanic is filled by an internal Small Engine Repair Person or Licensed Mechanic "B", the individual will progress through the program as per the table in 4a), however, at no such time will he/she earn less than their normal rate of pay in their home position. All other internal applicants will be paid as per the rates set out in the table in 4a).

5. An Apprentice Mechanic shall lose seniority and be terminated for:
- a. just cause; or
 - b. failure to obtain registration in the Apprenticeship Program administered by the **Apprenticeship Client Services Branch of the Ontario Ministry of Training, Colleges and Universities**; within sixty (60) calendar days from his/her start date, or
 - c. failure to provide to the Corporation, evidence of successful completion in any one (1) level of the academic courses of the Program.

6. Where the position is filled internally by a regular employee, an Apprentice Mechanic who fails to obtain or retain registration in the Apprenticeship Program within sixty (60) days of his/her start date, or fails to provide to the Corporation evidence of successful completion in any one (1) level of the academic program, or where at the completion of the program there is no permanent vacancy for a mechanic position in which he /she is qualified, shall be retained as a regular employee and:
 - a. be returned to his/her home position if this occurs within twelve (12) months from his/her start date as the Apprentice Mechanic, or
 - b. if this occurs after twelve (12) months from his/her start date as the Apprentice Mechanic, the employee may be:
 - i) placed by the Corporation in an existing vacancy for which the employee is qualified subject to the provisions of article 14;
or
 - ii) subject to the provisions of Article 12.
7. An Apprentice Mechanic may, at any time, apply for any posted vacancy within the Town of Oakville. Beyond this, this Memorandum of Agreement implies no expectation or right of employment by the Corporation beyond the occupational classification of Apprentice Mechanic. There is no guarantee at the end of the completed apprenticeship term that a full-time Licensed Mechanic "A" position will be available.
8. The Apprenticeship Mechanic shall work forty (40) hours per week scheduled in accordance with Article 22 of the Collective Agreement. The Apprentice Mechanic will not participate in the regular stand-by schedule and will be the last of any of the fleet mechanical staff to be called in for overtime assignments.
9. Time off to attend educational classes scheduled under the Apprenticeship Program will be authorized by the Corporation. While the Apprentice Mechanic is attending educational sessions during normal working hours, the Corporation agrees to top-up wages from the EI entitlement to the incumbent's rate of pay as detailed in the table in 4a) or, if applicable, the provisions as detailed in 4b). The Apprentice Mechanic shall continue to receive benefits pursuant to Article 19, with the exception of Article 19.01(f), 19.01(i), or any other benefit

pertaining to LTD, OMERS or Article 18 during the period that he/she is attending educational classes.

10. The Apprentice Mechanic, within thirty (30) calendar days of his/her start date, is expected to provide, at his/her own expense, a basic set of tools as provided in the **Department of Roads & Works Operations Small Hand Tools & Equipment Policy**. The Apprentice Mechanic is entitled to the annual Tool Allowance as per Article 27.03.

Signed this the 29th day of October 2007, at Oakville, Ontario.

FOR THE CORPORATION

C.D. Moad
Kanuckkunda
Cecilia
Alfon
Stimove
[Signature]

FOR THE UNION

[Signature]
[Signature]
Shane Kuttet
Mr. J. J.
Penzance
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