

Collective Agreement
Between
The Corporation of the Town of Whitby
And
The Canadian Union of Public Employees,
Local 53
(Part-Time Unit)

(June 1, 2014 - May 31, 2017)

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And

**The Canadian Union of Public Employees, Local 53
(Part-Time Unit)**

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Collective Agreement

Made and entered into this 1st day of June, 2014

Between

The Corporation of the Town of Whitby

(Hereinafter referred to as "The Employer")

Of the first part

-And-

Canadian Union of Public Employees, Local #53 (Part-Time Unit)

(Hereinafter referred to as "The Union")

Of the second part

Article 1 – Purpose

- 1.1 The purpose of this Agreement is to provide for effective collective bargaining and mutually satisfactory employment relations between the Corporation and the Union. The purpose is also to provide for the prompt and equitable disposition of grievances, to establish and maintain safe and satisfactory working conditions, hours of work, wages, and to promote the morale and well-being of all employees who are subject to the provisions of this Agreement.

Article 2 – Scope

- 2.1 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all part-time employees of the Corporation who are regularly employed for not more than twenty-four (24) hours per week in the classifications that are particularly set out in Schedule "A" to this Agreement and students employed during the summer school vacation period save and except the following: students employed under Provincial or Federal Government Grant Programmes; casual help; managers; persons above the rank of Pool Coordinators; Complex Coordinators; and persons covered by subsisting agreements or employed by the Employer's Fire and Emergency Services; Mayor and Council Office personnel; Administrator's Office personnel; Human Resources Office personnel; and, Information Systems personnel.
- 2.2 The provisions of this Agreement will also apply to the aforesaid part-time employees who, by virtue of their classification, are required to work more than twenty-four (24) hours per week between the dates of June 15 to Labour Day in the Aquatics Section.

All other part-time employees may work up to twenty-nine (29) hours per week to respond to vacation, jury duty, short-term illness within the Bargaining Unit and Union leave. This provision is not intended to supersede any other current Memorandum of Agreement.

Every effort will be made to cover the above noted absences within the twenty-four (24) hour limit.

The Corporation will provide the Union notification as soon as reasonably possible when these excess hours occur.

2.3 “Casual” means employees who are hired for special arts, crafts, or physical courses of a limited duration. The foregoing does not apply to Aquatic Programmes normally conducted by regular part-time employees.

2.4 **Grant Employees**

2.4.1 No Bargaining Unit employee shall be laid off while a Grant Programme is in operation.

2.4.2 No grant employee shall be hired when an employee covered by this Article is on lay-off, provided such employee is eligible under the Programme, willing and qualified.

2.4.3 The Union will be informed upon confirmation of approved grant projects including the employee’s name, work location and anticipated number of hours worked per week.

Article 3 – No Discrimination/ No Harassment/ No Coercion

3.1 The Corporation and the Union agree that there will be no discrimination or harassment within the meaning of the Ontario Human Rights Code and/or the Occupational Health and Safety Act against any employee by the Town or the Union. The Corporation and the Union agree that there shall be no intimidation, discrimination, harassment, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, transfer, layoff, recall, discipline, or by reason of his membership or activity in the Union.

3.2 The Union agrees that there will be no Union activity, solicitation for membership or collection of dues on Corporation time and no meetings on Corporation premises except with the prior permission of the Corporation.

Article 4 – Strikes, Lock-Outs, Etc.

4.1 The Parties agree that there shall be no strikes or lock-outs as long as this Agreement continues to operate.

Article 5 – Employee’s Responsibilities

5.1 It is recognized that the employer is responsible for the safety, health, comfort and general welfare of the citizens, therefore, the employees recognize that they should be prepared at all times of the day or night to assist in carrying out the services of the Corporation.

Article 6 – Deduction of Union Dues

- 6.1 During the lifetime of this Agreement, the Corporation shall deduct from the pay of all employees covered by this Agreement who are employed by the Corporation on each pay day whatever sum as may from time to time be authorized by the Union, and shall remit same prior to the end of such months to the Secretary-Treasurer of the Union. The said sums shall be accepted by the Union as the regular monthly dues of those employees who are members of the Union.
- 6.2 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.
- 6.3 The employer agrees that, at the same time as Income Tax T-4 slips are made available, reference shall be made regarding the amount of Union Dues paid by each Union member in the preceding year.
- 6.4 The Union agrees to keep the employer informed of the names and addresses of the Secretary and Treasurer of the Local Union.

Article 7 – Grievance Procedure

- 7.1 Complaints and grievances of the employees shall be dealt with in the following manner, and all grievances must be in writing and filed concurrently with both the immediate Supervisor and Human Resources within seven (7) business days of the alleged grievance, and all decisions shall be in writing.
- 7.2 “Business day” shall be defined as Monday through to Friday inclusive, excluding approved Paid Holidays.
- 7.3 Where a group grievance involves a group of employees in the same department, it may be initiated at Step 1 or filed at Step 2 at the Union’s discretion. Group grievances involving a group of employees in two (2) or more departments shall be filed at Step 3.
- 7.4 Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union commencing at Step 3.
- 7.5 The Union shall have the right to have the assistance of a CUPE National Representative from Step 1 grievances, up to and including, Arbitration, as well as during collective bargaining, provided their attendance does not unreasonably delay the process.

Step 1

An employee, assisted by a Steward of the Part-time Unit, or the Union President or his designate, shall first take the matter up with his immediate Supervisor by presenting a written grievance which sets out the Article of the Agreement which is alleged to have been violated. The Supervisor shall reply in writing to the grievance within five (5) business days from the date of receipt of the written Grievance. Failing settlement at this stage, the employee may, within five (5) business days after receiving the Supervisor's reply, process the matter, in writing, to Step 2.

Step 2

The employee, assisted by a Steward of the Part-time Unit, or the Union President or his designate, may take the matter up with the appropriate Department Head or designate. The Department Head shall reply in writing to the Grievance within five (5) business days after the matter was taken up with him. Failing settlement at this stage, the employee may, within five (5) business days after receiving the Department Head's reply, process the matter, in writing, to Step 3.

Step 3

The employee, assisted by the said Steward and/or the Union Committee of the Part-time Unit, or the Union President or his designate, may take the matter up at a meeting with the Administrator at which time any or all of the people concerned may be present. The written decision of the Administrator shall be given within seven (7) business days. Failing settlement at this stage, the employee may, within ten (10) business days after receiving the Administrator's reply, process the matter to Arbitration and written notice of such referral shall be given to the Administrator within the aforesaid ten (10) day period.

7.6 Any of the time limits set out above may be extended by mutual agreement in writing between the Parties involved.

Article 8 – Arbitration

8.1 It is agreed by the Parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by Arbitration as defined in the Ontario Labour Relations Act.

8.2 Limitation Upon the Board of Arbitration

8.2.1 An Arbitration Board shall not be authorized to alter, modify, amend or add to any part of this Agreement.

8.2.2 No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the Grievance.

8.2.3 Each party shall be responsible for the expenses of its own Appointee, and an equal share of the fees and expenses for the Chairman.

Article 9 – Management Grievances

9.1 It is understood that the employer may bring forward at any meeting with the Union Committee any complaint or Grievance, and that, if such Complaint or Grievance is not settled to the mutual satisfaction of the conferring Parties, it may be referred to Arbitration as set out in the Arbitration provisions.

Article 10 - Reservation of Management Rights

10.1 The Union acknowledges that it is the function of the employer to:

10.1.1 maintain order, discipline and efficiency;

10.1.2 hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, or disciplined without just cause, may be the subject of a Grievance, and dealt with as provided in the Grievance and Arbitration Procedure;

10.1.3 administer and manage all the affairs of the Corporation.

Article 11 - Union Committee

11.1 The Corporation acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of three (3) employees, plus the Local Union President and the Union's National Representative and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, including the negotiating of a new Collective Agreement.

11.2 The Union shall advise the employer of the personnel serving on this Committee.

11.3 Compensation for Union Committee

The Union acknowledges that the Union Committee and the President of Local No. 53 will continue to perform their regular duties on behalf of the Corporation, and that such persons will not leave their duties without first obtaining the permission of their non-union supervisor, or designate, and on the completion of such duties shall report back to him or to any job to which he has previously directed them, and give any reasonable explanation which may be requested with respect to their absence.

It is the responsibility of the Union Committee member to advise their non-union supervisor, or designate, twenty-four (24) hours in advance, where possible, regarding the requirement to attend meetings with the Corporation under this Article.

- 11.4 Requests to leave to conduct Union Business will be supplied in writing to the immediate Supervisor not less than five (5) days prior to the expected date of absence. Approval will be provided in writing to the individual involved with a copy to the union representative.
- 11.5 It is understood that such permission will not be unreasonably withheld.
- 11.6 In accordance with this understanding, such employees will be compensated by the employer to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement provided the matter cannot be dealt with outside of regular hours.
- 11.7 Compensation will not be allowed for time spent outside of the employees' regular working hours, and the employer reserves the right to withhold payment if the Union Committee does not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.
- 11.8 A National Representative of the Canadian Union of Public Employees may be present at all meetings held between the Union and the employer.

Article 12 – Seniority

- 12.1 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of service with the Corporation.
- 12.2 A Seniority List shall be established for all employees covered by this Agreement who have completed their probationary period, based upon each employee's hours of work. It is agreed that such Seniority List shall be revised and posted on May 1 and November 1 of each year and a copy filed with the Union. The Seniority List will include the name of the employee, his classification and the respective number of hours worked.
- 12.3 Hours worked shall include all hours paid for including paid holidays and overtime.
- 12.4 A part-time employee will not continue to accrue seniority while assigned to a temporary position outside of the Bargaining Unit. When the employee returns to their previous position at the conclusion of the temporary assignment, they will retain their previous seniority within the Part-time Bargaining Unit.
- 12.5 An employee on Pregnancy and/or Parental Leave shall continue to accrue seniority based on the average hours worked of all employees within the same job classification in the employee's work unit during the period of the leave, as calculated by the employer.

Article 13 - Probationary Employees

- 13.1 When a new employee as subject to the provisions hereof is hired, he shall be on probation for a period of 312 hours of time worked or six (6) months, whichever comes first. During this time, he shall not be subject to the terms of this Agreement except in the wage rate classification. The Probationary Period may be extended for not more than 176 additional hours worked, or three (3) months, whichever comes first, on mutual consent of the Parties. (The Parties are CUPE Local 53 Part-time Unit and the Employer.)
- 13.2 Employees retained past the Probationary Period shall be deemed satisfactory and credited with seniority as of the number of hours worked.
- 13.3 It is agreed that upon transfer to a new department, every such employee shall be subject to a three hundred and twelve (312) hour Trial Period in their new position. In the event that an employee is considered unsatisfactory by the employer or if the employee is unsatisfied, the said employee shall be returned to his former classification or classification with an equal salary range or rate without loss of seniority. Any other employee promoted or transferred due to such action may be returned to his former classification or classification with equal salary range or rate without loss of seniority. On return to his classification or classification with equal pay, the Trial Period shall not apply.
- 13.4 Employees who are subject to a Trial and/or Probationary Period are not entitled to apply for another position in the Part-Time Bargaining Unit until the completion of the Probationary and/or Trial Period or six (6) months, whichever comes first.

Article 14 – Loss of Seniority

- 14.1 Seniority rights and an employee's employment may be terminated by the employer if:
- 14.1.1 he leaves of his own accord or retires;
 - 14.1.2 he is discharged and such discharge is not reversed through the Grievance Procedure;
 - 14.1.3 he is laid off continuously for a period of more than six (6) months;
 - 14.1.4 he is absent for more than one (1) scheduled working day without notifying the Corporation, or without securing prior leave of absence;
 - 14.1.5 he has been laid off and fails to return within twenty-four (24) hours after he has been notified to do so by the Employer in writing;
 - 14.1.6 he accepts other employment while on a leave of absence;
 - 14.1.7 the foregoing will not apply to students on work placements who supply curriculum documentation providing proof of the same;

- 14.1.8 it is the employee's responsibility at all times to keep the Employer and the Union informed of his correct home address and telephone number.

Article 15 – Promotions, Lay-off and Recalls

- 15.1 Promotions, lay-offs and recalls within the Bargaining Unit will be based primarily on skill, ability, experience and qualifications of the employees concerned, but as between two persons of approximately equal standing based on the above factors, seniority shall govern.

Article 16 – Job Posting

- 16.1 All vacancies and newly created classifications shall be posted in advance of the position being filled for a period of seven (7) business days in order to allow employees to apply in writing. Applicants will be considered in accordance with Article 15.
- 16.2 Job Postings will be posted in all affected areas.
- 16.3 Vacancies will be posted internally, and if necessary, so as not to impede the recruiting process, will also be sourced externally, concurrently. However, offers to external candidates will not be provided until such time that all present, qualified Bargaining Unit members who have applied for the posted position have been interviewed and notified, in writing, of the Employer's decision.
- 16.4 Renew Letter of Intent originally dated January 9, 2002 attached to this Agreement.
- 16.5 When an employee is successful through the job posting process, the employer shall endeavour to reclassify the employee within thirty (30) days of their signed acceptance of the offer of employment.
- 16.6 In the event the position is of a higher rate of pay and the employer is unable to reclassify the employee within this period, the employer shall pay the employee at the respective higher rate of pay commencing at the end of the thirty (30) days.

Article 17 – Leave of Absence

- 17.1 The Manager of Human Resource Services, or designate, upon recommendation of the Department Head, may grant a leave of absence, without pay and without loss of seniority or occupational classification, to any employee requesting such leave provided it is for a good and sufficient purpose including planned vacation periods where satisfactory notice has been given to the employer.
- 17.2 A leave of absence without pay of up to ten (10) working days in any calendar year will be granted by the Manager of Human Resource Services, for

attendance at Union conventions and seminars, provided it does not interfere with the efficient operation of the Corporation. Requests for additional days will not be unreasonably denied. The Parties agree that the Union will be billed 100% for the cost of normal gross straight time, including any shift premiums plus all benefits charges. The Corporation agrees to provide the Union with documentation to verify the cost of benefits.

It is understood that in CUPE National Convention years, there may be the requirement to exceed the ten (10) working days. Any working days, in excess of ten (10) in a non-convention year, will require a written request by the Union for approval by the Manager of Human Resource Services.

- 17.3 All leaves of absence shall be requested by the employee in writing not less than four (4) weeks prior to the expected date of absence. Approval and details of such leave will be provided in writing.
- 17.4 No leave of absence will be entertained while an employee is still in the Probationary Period, except for medical, compassionate or bereavement grounds.
- 17.5 Regular part-time Aquatic Staff who normally work a minimum of fifteen (15) hours bi-weekly will be permitted without loss of seniority, upon employee's request being approved by the employer, to take a leave of absence without pay for one (1) swimming session during the summer in July or August. The leave of absence must be requested in writing to the employer not later than April 1 of each year. Requests received after April 1 will be approved at the discretion of the Employer subject to operational needs.
- 17.6 Regular part-time employees who normally work a minimum of six (6) hours bi-weekly will be granted by the Administrator, or designate, a leave of absence without pay for up to three (3) working days for attendance at Union seminars provided it does not interfere with the efficient operations of the Corporation. The request must be in writing to the employer.
- 17.7 Requests for leave to conduct Union business will be supplied in writing to the immediate Supervisor not less than five (5) days prior to the expected date of absence. Approval will be provided in writing to the individual involved with a copy to the Union representative. Decisions will be provided in writing.
- 17.8 **Pregnancy and Parental Leave**

The following provision is in accordance with the Ontario Employment Standards Act.

An employee shall qualify for Pregnancy and/or Parental Leave if they have been employed with the employer for at least thirteen (13) weeks before the expected birth date or the date that the child comes into the care of the parent.

17.8.1 Pregnancy Leave

An employee shall be entitled to seventeen (17) weeks leave of absence, without pay. The employee must provide the Administrator, or designate, with at least two (2) weeks written notice, under normal circumstances, of the date the leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.

17.8.2 Parental Leave

An employee, who is the parent of the child, shall be entitled to leave without pay, as provided for in the Ontario Employment Standards Act, following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time. If an employee has not applied for Pregnancy Leave, the employee must provide the Administrator, or designate, with a written notification at least two (2) weeks in advance of the start date of the leave.

17.8.3 Benefits While on Pregnancy/Parental Leave

The employer shall continue to pay normal contributions for any benefit plan, unless written notification is received that the employee does not intend to pay the employee's portion, if any.

17.8.4 Seniority During Pregnancy/Parental Leave

While on Pregnancy and/or Parental Leave, an employee shall continue to accumulate seniority under this Collective Agreement.

17.9 Family Medical Leave

The following provision is in accordance with the Ontario Employment Standards Act.

17.9.1 Family medical leave is unpaid, job-protected leave of up to eight weeks in a 26-week period. Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be like a family member in respect of whom a qualified health practitioner has issued a certificate indicating that he or she has a serious medical condition with a significant risk of death occurring within a period of 26 weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

17.9.2 Benefits While on Family Medical Leave

The Corporation shall continue to pay normal contributions for any benefit plan, unless written notification is received that the employee does not intend to pay the employee's portion, if any.

17.10 Jury Duty

The Corporation agrees to make up the difference between Jury Duty pay and an employee's earnings for their regularly scheduled shift when an employee is detailed for Jury Duty, (Witness etc.).

Article 18 – Retirement

18.1 Employees will retire at age sixty-five (65) or in accordance with the prevailing Provincial and/or Federal legislation.

Article 19 – Benefits

19.1 The Parties agree to meet within six (6) months of ratification to discuss the part-time benefits package for the purpose of reviewing the benefits, premiums paid and benefits received.

19.1.1 The employer agrees to pay the premiums required for Accidental Death and Dismemberment Insurance coverage for all employees in the amount of \$15,000.00 for each employee, this being effective on the date of hire.

19.1.2 The employer agrees to pay the premiums required for an Extended Health Benefits Plan and Dental Coverage on a pro-rated basis subject to the following, consistent with the rules and regulations of the Plans:

19.1.2.1 completion of the Probationary Period referred to in Article 13;

19.1.2.2 percentage of premium to be paid by the employee and the employer will be determined on April 1 and October 1 of each year by the Director of Personnel subject to the total hours worked during the previous six (6) months;

19.1.2.3 pro-rating to be based on a regular forty (40) hour work week;

19.1.2.4 employees may not opt out of the Plans unless adequate proof acceptable to the employer is provided indicating similar coverage;

19.1.2.5 payment of the employee's share of the premium cost is to be made on a bi-weekly basis and will be deducted from the employee's pay cheque;

19.1.2.6 it is the employee's responsibility to maintain premium payments during non-scheduled and lay-off period; and,

19.1.2.7 those employees so entitled will be eligible to enrol in the benefit plans on the first day of the month following the completion of the Probationary Period (312 hours).

- 19.1.3 The above is subject to the approval of the underwriters of various plans to provide this coverage. The employer will make every reasonable effort to provide this benefit through the various Group Insurance carriers.

Article 20 – Vacation Pay

- 20.1 Those employees with less than four (4) years employment with the employer shall receive a payment of four percent (4%) for vacation pay.
- 20.2 Those employees with four (4) years of employment with the employer but less than ten (10) years employment shall receive a payment of six percent (6%) for vacation pay.
- 20.3 Those employees with ten (10) or more years of employment with the employer shall receive a payment of eight percent (8%) for vacation pay.
- 20.4 Those employees with fifteen (15) or more years of employment with the employer shall receive a payment of eight percent (10%) for vacation pay.
- 20.5 The above payments shall be included in the bi-weekly pay cheques.

Article 21 – Paid Holidays

- 21.1 The employer agrees to pay employees for each of the holidays listed hereunder a sum equivalent to the regular wages earned, excluding overtime, in the thirteen (13) weeks immediately before the holiday, divided by the number of shifts worked. Such payment will only be made provided the employee completes the regularly assigned hours of work on the day immediately prior to and following the day of the celebration of the holiday, except for absences specifically provided in the Agreement. The holidays are:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

- 21.2 Employees required to work on December 24 will be paid at a rate of time and one-half (1.5) for all hours worked.

Article 22 – Job Security

- 22.1 In the event that it may be determined by the employer to change the method of providing municipal services to the community by contracting out, and it is also considered necessary to consider displacing a regular employee from his/her job, the employer, in accordance with past practice, prior to displacing such employee shall consider the following:

- 22.1.1 be responsible for retraining such employee, if possible;
- 22.1.2 relocate the employee to another job in his/her area of competence;
- 22.1.3 notify the Union of any such changes as soon as practicable and be afforded the opportunity to meet with the Administrator and such other Management personnel as he considers appropriate, such meeting to be held prior to implementation.

Article 23 – Bereavement

- 23.1 Any employee will be allowed three (3) days off with pay when a death occurs in his or her immediate family. "Immediate family" will mean Father, Mother, Father in law, Mother in law, Sister, Brother, Wife, Husband, Common law Spouse, Son, Daughter, Grandmother, Grandfather, Grandchild, Stepchild, Stepmother, Stepfather, Stepbrother, Stepsister and Stepgrandchild. Certification of relationship and death will be presented on request to the appropriate Department Head.
- 23.2 One (1) day off with pay will be allowed for any employee attending the funeral of his wife's or her husband's immediate family. Evidence of relationship and death will be submitted as noted above.
- 23.3 Where the burial is at a distant point, the leave may also include a maximum of two (2) days travelling time, if warranted, at the discretion of the Department Head.

The foregoing will only apply where an employee has been scheduled to work during the bereavement period.

Article 24 – Access to Files

- 24.1 Each employee shall make an appointment to access their personnel file for the purpose of reviewing any performance appraisal evaluations or formal disciplinary notations contained therein, in the presence of the Manager of Human Resource Services, or designate.
- 24.2 An employee shall not alter, destroy or remove any document or page contained in their personnel file, but has the right to review, receive a copy or respond in writing to any document contained therein. Any such response shall form part of the permanent record.

Article 25 – Clearing of the Record

- 25.1 The disciplinary record of an employee shall be considered clear provided there have been no disciplinary actions for a period of twenty-four (24) consecutive months following the date of the last disciplinary record on file.

Article 26 - Training Courses

- 26.1 When the employer initiates training courses, it will notify all employees in the classification or departments who may qualify for such courses as determined necessary by the employer.
- 26.2 When a number of equally qualified persons apply, qualified applicant(s) with the most seniority will take the course.
- 26.3 After an employee has satisfactorily completed the Probationary Period, the cost of the courses approved by the employer to re-qualify the employee, will be reimbursed, upon successful completion, on the basis of 100% payment by the employer provided prior approval to take the course has been granted by the employer.

It is understood that the foregoing will not apply to courses initiated, coordinated or operated by the Town of Whitby.

- 26.4 Qualifications for three (3) levels of **Fitness Leadership** staff:

26.4.1 **Level 1 Leaders** (Minimum Qualifications)
Certification in Emergency First Aid and CPR

26.4.2 **Level 2 Leaders**

Certification in:

- Emergency First Aid and CPR;
- Ontario Fitness Council (OFC), or equivalent certification (i.e. CanFitPro) or
- Program Specific Continuing Education Credits or Canadian Society for Exercise Physiology – Certificate Personal Trainer (CSEP-CPT); upon Supervisor's approval and recommendation.

26.4.3 **Level 3 Leader**

Certification in:

- Emergency First Aid and CPR;
- Ontario Fitness Council (OFC), or equivalent certification (i.e. CanFitPro) or Program Specific Continuing Education Credits or Canadian Society for Exercise Physiology – Certificate Personal Trainer (CSEP-CPT); and,
- speciality fitness certification (i.e. Body Harmonics Pilates, or CALA or Speedo, Yoga, Reebok Cycle or Johnny G Spinning, etc.) or equivalent, upon Supervisor's approval and recommendation.

Qualifications for three (3) levels of **Aquatics Leadership** staff:

26.4.4 Level 1 Leaders

- CPR and First Aid
- Red Cross Instructor's
- Lifesaving Society (LSS) Instructor's
- National Life Guard Service (NLS)

26.4.5 Level 2 Leaders

- CPR and First Aid
- Red Cross Instructor's
- Lifesaving Society (LSS) Instructor's
- National Life Guard Service (NLS)
- Minimum one (1) year teaching experience or additional certifications, dependent on course

26.4.6 Level 3 Leaders

- CPR and First Aid
- Red Cross Instructor's
- Lifesaving Society (LSS) Instructor's
- National Life Guard Service (NLS)
- Red Cross and Lifesaving Instructor Trainer and/or Examiner
- Minimum one (1) year teaching experience or additional certifications, dependent on course

26.5 As of March 31, 2005, all Fitness Leaders who are paid at the Level 3 will continue to receive this rate of pay for all classes taught. Effective April 1, 2005, any new staff or current staff qualifying as Level 3 Fitness Leaders will only receive the Level 3 rate of pay while teaching classes for which they are specialty certified. For example, an employee with a Yoga Certification will only be paid at Level 3 while teaching yoga classes. When that same employee teaches other courses, the employee will receive the Level 2 rate of pay. Specialty certification is required for each class taught to qualify for the Level 3 rate of pay.

26.6 For all positions requiring maintenance of minimum certification, these employees will be expected to maintain these certificates in good standing and provide proof of status upon request of the Supervisor or Human Resources. Individuals whose certification has expired will be removed from active duty without pay. Employees having the minimum certification to work in other positions within the work unit will be scheduled according to availability of shifts. Employees who fail to provide current certification status upon request, or are unable to re-certify within three (3) months, or a mutually agreed upon time, will be terminated.

Article 27 – Students

- 27.1 Students working during the summer vacation period shall not be subject to the terms of this Agreement except for Articles 3 to 8 inclusive, Articles 20 and 21, the wage rates set out in Schedule "A" and Schedules "B" and "C". In the event that such employees are retained a full season, they will be deemed to be satisfactory by the employer, and the said employee shall have the right of recall in accordance with Article 15. Seniority will be determined on a cumulative seasonal basis.
- 27.2 The Union shall be informed by the employer of all persons employed as Summer Students, their starting date and also when the person is no longer employed by the Corporation.
- 27.3 Article 14 shall apply to students, with the exception of 14.1.3.
- 27.4 Effective October 4, 2008, no student employed for more than four (4) summer seasons will be eligible for a Right of Recall.

Article 28 – Schedules

Attached hereto and forming part of this Agreement are:
Schedule "A" - Job Classifications;
Schedule "B" - Salaries;
Schedule "C" - Hours of Work and Working Conditions; and,
Schedule "D" – Clothing

Article 29 – Medicals

- 29.1 The Administrator, or designate, reserves the right to require employees to take a medical examination when deemed necessary. Such medical examination shall be at the employer's expense.

Article 30 – Health and Safety

- 30.1 The Joint Health and Safety Committee, composed of Union and employer representatives, establishes guidelines for the structure and function of the Committee. The Committee shall hold meetings on a regular basis for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing and recommending improvements to health and safety conditions and practices in accordance with the Ontario Occupational Health and Safety Act. Minutes shall be taken at all meetings and posted in the workplace.

Article 31 – Effective Date and Termination

- 31.1 Except where otherwise provided, the provisions of this Agreement shall take effect from June 1, 2014 and shall remain in effect until May 31, 2017.

- 31.2 Notice that amendments are required or that either party intends to terminate the Agreement may only be given within a period of not more than sixty (60) days prior to the expiration date of this Agreement.
- 31.3 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating within twenty (20) days after the giving of such notice, if requested to do so.
- 31.4 Negotiated wage increases in accordance with Schedule B of the Agreement, including retroactive payments, if any, will be payable to all employees covered under this Agreement with the exception of those employees terminated by the Employer.

In Witness Whereof the Parties hereto have hereunto set their Corporate Seals by the Hand of their proper Officers in that behalf the day and the year first above written.

Signed and Sealed and Delivered in the presence of:

**Canadian Union of Public Employees,
Local #53 (Part-time Unit)**

**Corporation of the Town Of
Whitby**

Karen Wilson - Signed
President

Don Mitchell - Signed
Mayor

Greg French - Signed
Negotiating Committee Member

Christopher Harris - Signed
Clerk

Betty Sommers - Signed
Negotiating Committee Member

Robert Radford - Signed
Negotiating Committee Member

Dated At Whitby This 27 Day of November, 2015.

Schedule “A” – Job Classifications

| Band A | | |
|-------------------|---------------------|--------------------------------|
| Job Number | Position | Department/Location |
| 919 | Pool Coordinator | Community & Marketing Services |
| 922 | Complex Coordinator | Community & Marketing Services |
| 926 | Fitness Programmer | Community & Marketing Services |

| Band B | | |
|-------------------|-----------------|--------------------------------|
| Job Number | Position | Department/Location |
| 918 | Instructor | Community & Marketing Services |
| 966 | Cashier | Corporate Services |
| 976 | Duty Patrol | Public Works |

| Band C | | |
|-------------------|--------------------------------------|--------------------------------|
| Job Number | Position | Department/Location |
| 905 | Attendant I (Seniors) | Community & Marketing Services |
| 906 | Parking Meter Attendant | Public Works |
| 912 | Attendant I (Arenas) | Community & Marketing Services |
| 917 | Lifeguard | Community & Marketing Services |
| 927 | Fitness Leader | Community & Marketing Services |
| 932 | Summer Student (Engineering) | Public Works |
| 938 | Attendant I (Marina) | Community & Marketing Services |
| 941 | Custodian | Public Works |
| 944 | Clerk/Stenographer (Building/By-law) | Public Works |
| 956 | Clerk (Operations) | Public Works |

| Band D | | |
|-------------------|---|--------------------------------|
| Job Number | Position | Department/Location |
| 916 | Receptionist/Cashier (Arenas) | Community & Marketing Services |
| 935 | Custodian (Community Centres) | Community & Marketing Services |
| 937 | Attendant I (CRC) | Community & Marketing Services |
| 939 | Summer Student (CRC) | Community & Marketing Services |
| 942 | Clerk/Stenographer | Fire & Emergency Services |
| 943 | Clerk/Stenographer (Arenas) | Community & Marketing Services |
| 945 | Clerk/Stenographer (Building) | Planning & Development |
| 946 | Receptionist/Cashier (WSAC) | Community & Marketing Services |
| 947 | Receptionist/Cashier (Community Centres) | Community & Marketing Services |
| 948 | Clerk/Stenographer (Treasury) | Corporate Services |
| 957 | League Convenor | Community & Marketing Services |
| 963 | Summer Student (Marina) | Community & Marketing Services |
| 964 | Youth/Children's' Program Leader | Community & Marketing Services |
| 968 | Sports League Convenor/Referee | Community & Marketing Services |
| 969 | Pro-Shop Coordinator | Community & Marketing Services |
| 971 | Summer Student (Events) | Community & Marketing Services |
| 974 | Parking Services Clerk | Public Works |
| 975 | Fire Services Clerk | Fire & Emergency Services |

| Band E | | |
|-------------------|---------------------------------|--------------------------------|
| Job Number | Position | Department/Location |
| 907 | Summer Student (Works) | Public Works |
| 910 | Summer Student (Parks) | Public Works |
| 921 | Attendant I (Community Centres) | Community & Marketing Services |

| | | |
|-----|------------------------------------|--------------------------------|
| 928 | Child Care Attendant | Community & Marketing Services |
| 931 | Summer Student (Heritage) | Planning & Development |
| 933 | Summer Student (Traffic) | Public Works |
| 955 | Summer Student (Downtown Dev.) | Planning |
| 960 | Summer Student (Long Range Policy) | Planning |
| 961 | Equipment Wash Attendant | Public Works |
| 965 | Childrens' Program Assistant | Community & Marketing Services |
| 967 | Summer Student (GIS) | Public Works |

| Band F | | |
|-------------------|--|--------------------------------|
| Job Number | Position | Department/Location |
| 914 | Attendant III (Concession Server) | Community & Marketing Services |
| 920 | Summer Student (Facilities) | Community & Marketing Services |
| 923 | Attendant III (Canteen Assistant) | Community & Marketing Services |
| 930 | Summer Student (Animal Services) | Corporate Services |
| 940 | Attendant II (Pro Shop) | Community & Marketing Services |
| 949 | Summer Student (Treasury) | Corporate Services |
| 953 | Summer Student (By-law Services) | Public Works |
| 962 | Summer Student (Operations) | Public Works |
| 970 | Attendant II (Maintenance Helper) (BCCL) | Community & Marketing Services |
| 972 | Attendant II (Maintenance Helper) (CRC) | Community & Marketing Services |

| Band G | | |
|-------------------|---|--------------------------------|
| Job Number | Position | Department/Location |
| 913 | Attendant III (Ticket Taker/Ice Patrol) | Community & Marketing Services |
| 915 | Attendant II (Maintenance Helper) | Community & Marketing Services |
| 934 | Summer Student (Building) | Planning & Development |

- 1) Those persons having obtained the qualifications for a Lifeguard shall be entitled to receive the rate of pay for a Lifeguard for all hours worked in the position of Lifeguard.
- 2) Those persons having obtained the qualifications for the position of Instructor shall be entitled to receive the rate of pay for an Instructor for all hours worked in the positions of Instructor and Lifeguard.
- 3) Those persons having obtained the qualifications and having been appointed to the position of Coordinator by the Employer shall be entitled to receive the rate of pay of Coordinator for all hours worked in the positions of Coordinator, Instructor and Lifeguard.
- 4) It is the responsibility of any employee to notify the Employer of their current qualifications.

Job Evaluation Plan

- 1) The Town of Whitby Joint Evaluation Committee shall be established to review Internal Equity for those positions covered by this Agreement. This Committee shall include one (1) member from this Bargaining Unit.
- 2) The Job Evaluation Plan shall be the Coopers & Lybrand Universal Job Evaluation Plan including Factor Weightings. The Plan and/or Factor Weightings shall only be amended by the mutual agreement of the Parties.
- 3) The Joint Evaluation Committee shall review all new positions not included in Schedule "A", and those positions which have been revised and a reclassification is requested by the Employee and/or the Department Head.
- 4) The employee shall submit a copy of the revised JIQ concurrently with the Supervisor and Human Resources.
- 5) The job titles of the evaluated positions shall be inserted into the appropriate position classification in Schedule "A".

- 6) The decision of the Joint Evaluation Committee may be the subject of a grievance and would be initiated at Step 3 of the Grievance Procedure.
- 7) The Parties agree that the Job Evaluation Plan meets the intent of the Pay Equity legislation.
- 8) An employee who applies and is successful in obtaining another position through the Job Posting Procedure, whether it be a higher or lower-rated position, will be placed on the appropriate Step within the Band that brings the employee to the closest upward Step of the Band. If there is no upward Step in the new Band, the employee will be placed at the Job Rate.
- 9) Every reasonable effort will be made to ensure that a re-evaluation of any Bargaining Unit position be reviewed by the Committee within three (3) months of the receipt of the final approved Job Information Questionnaire to Human Resource Services.

Schedule “B” – Salaries

| Band | June 1, 2014 (1.5%) | | | June 1, 2015 (1.25%) | | | June 1, 2016 (1.25%) | | |
|---------------|---------------------|--------------------|---------------------|----------------------|--------------------|---------------------|----------------------|--------------------|---------------------|
| | Start | 520 Hr. Rate | 1040 Hr. Rate | Start | 520 Hr. Rate | 1040 Hr. Rate | Start | 520 Hr. Rate | 1040 Hr. Rate |
| Band A | \$21.74 | \$22.92 | \$24.16 | \$22.01 | \$23.21 | \$24.46 | \$22.29 | \$23.50 | \$24.77 |
| Band B | \$20.33 | \$21.50 | \$22.59 | \$20.58 | \$21.77 | \$22.87 | \$20.84 | \$22.04 | \$23.16 |
| Band C | \$19.07 | \$20.17 | \$21.23 | \$19.31 | \$20.42 | \$21.50 | \$19.55 | \$20.68 | \$21.77 |
| Band D | \$17.95 | \$18.92 | \$19.89 | \$18.17 | \$19.16 | \$20.14 | \$18.40 | \$19.40 | \$20.39 |
| Band E | \$16.87 | \$17.82 | \$18.77 | \$17.08 | \$18.04 | \$19.00 | \$17.29 | \$18.27 | \$19.24 |
| Band F | \$15.92 | \$16.77 | \$17.70 | \$16.12 | \$16.98 | \$17.92 | \$16.32 | \$17.19 | \$18.14 |
| Band G | \$15.04 | \$15.86 | \$16.70 | \$15.23 | \$16.06 | \$16.91 | \$15.42 | \$16.26 | \$17.12 |

Fitness Leader and Aquatic Instructor Salaries

| Position | Level | June 1, 2014 | June 1, 2015 | June 1, 2016 |
|-----------------------|---------|--------------|--------------|--------------|
| Aquatic Instructor | Level 2 | \$26.10 | \$26.43 | \$26.76 |
| | Level 3 | \$29.10 | \$29.46 | \$29.83 |
| Fitness Leader | Level 2 | \$26.10 | \$26.43 | \$26.76 |
| | Level 3 | \$34.56 | \$34.99 | \$35.43 |

Schedule “C” – Hours of Work and Working Conditions

- 1) A schedule of regular hours to be worked by the employee shall be determined by the Employer and will be posted in advance on bulletin boards for employees a minimum of two (2) weeks in advance of start. The foregoing shall not apply to Summer Students who normally work on a regular scheduled work week.
- 2) Minimum shift lengths will be two (2) hours with the exception of employees in the Fitness Section and/ or for extenuating circumstances dictated by customer needs in the Aquatics Section. Every effort will be made by the Corporation to schedule a minimum of two (2) hour shifts.
- 3) If an employee arrives to begin his scheduled shift and there is not work available and the employee has not been advised in advance that he would not be required, the Employer shall pay such employee two (2) hours of pay at his/her regular rate.
- 4) For employees and students, work performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½) the hourly rate.
- 5) Where an employee is required to remain at the work location throughout the duration of the shift, at the request of the Employer, the employee will be paid for all hours worked.
- 6) The regular pay period shall begin at 12:01 a.m. on the Friday of every other week, and any adjustments will be made at the beginning of the pay period closest to the applicable date.
- 7) The Employer agrees to the appointment of a Committee of representatives of the Part-time Bargaining Unit to promote safety and sanitary practices.
- 8) A Union/Management Committee shall be established consisting of two (2) representatives from the Union and two (2) representatives from Management and such other individuals who may be required for input as agreed upon by the Parties. The Committee will meet on a quarterly basis and more often if mutually agreed. There will be a predetermined agenda prepared with input from Management and Union to discuss the following:
 - relations between Employer and Employee;
 - serving the public;
 - working conditions;
 - clarification of policies and procedures.

The meeting date and time to be coordinated by the Employer.

- 9) When the employee is assigned to a lower rated job by the Employer on an interim basis, he/she shall be paid the rate of pay for the higher rated job/classification normally held by the said employee.

- 10) In the matter of call-in, seniority will be considered together with expertise, availability, experience and qualifications.
- 11) Any part-time employee accepting a Summer Student position with the Town will be given consideration to return to their previous part-time position at the conclusion of the summer should such position be available.
- 12) The following applies to Animal Control person only:

When employees are called out in an emergency, they will not receive less than three (3) hours at overtime rates except that more than one (1) call within three (3) hours of any other call shall be considered continuous.
- 13) Staff scheduled to teach Leadership Aquatic classes will be assigned in an equitable manner according to their skill, ability, qualifications, experience and availability.

Schedule “D” - Clothing

The Employer shall provide designated employees, while on duty, with the following:

- a) three (3) T-shirts;
- b) gloves as required;
- c) hats (protective);
- d) ear muffs and safety glasses.

Items (b), (c) and (d) shall remain the property of the Corporation.

An initial boot allowance of up to \$160.00 shall be payable to those employees who are required to wear CSA approved safety footwear upon completion of one (1) year of part-time employment in the designated position.

Following initial boot allowance, employees in designated positions will be eligible to receive up to \$160.00 after completion of each subsequent two (2) year period of part-time employment.

Effective May 30, 2017 these allowances shall be increased from \$160 to \$170.

Payment will be made upon submission of proof of purchase.

In the event that an employee voluntarily leaves the employ of the Corporation within six (6) months of receiving the boot allowance, such employee will be required to reimburse the Corporation the allowance paid to them.

Pool

The Employer will pay the total cost of up to three (3) swimming suits, one (1) sweat shirt, and one (1) tank top. The replacement of these articles will be as deemed necessary at the discretion of the Employer.

Note

Replacement of the employee's clothing may become the employee's responsibility where it is deemed by the Employer that clothing has been misused or lost without sufficient reason.

Effective April 1, 2005, employees in the following classifications, within an arena or pool operation, will be provided with a selection of clothing upon successful completion of the Probationary Period in accordance with the following:

| | |
|---|--|
| Attendant I (Maintenance) | 3 items (1 jacket, plus a choice of two of the following: windbreaker and/or sweatshirt) |
| Attendant II (Maintenance Helper) | 2 items (choice of two of the following: windbreaker, sweatshirt and/or golf shirt) |
| Attendant III (Ice Patrol/Ticket Taker) | 2 items (choice of two of the following: windbreaker and/or sweatshirt) |

All clothing replacements will be at the discretion of the Employer.

All employees who are in receipt of Town-issued clothing must wear the clothing during all working hours, and at no time are they to wear the clothing outside of the workplace.

All jackets and windbreakers shall remain the property of the Corporation upon an employee's termination of employment.

Letter of Intent
between the
Corporation of the Town of Whitby
and the
Canadian Union of Public Employees, Local 53
(Part-time Unit)

Effective upon date of ratification of the 2001 Part-time Collective Agreement, the Parties agree that:

Where regular full-time employees are not appointed to a position through the Job Posting process, Article 18 of the Full-time Collective Agreement, part-time employees, and temporary employees hired in accordance with Article 14 (f) of the Full-time Collective Agreement, will be given equal consideration provided they have the skill, ability, experience and qualifications required for the position.

**Canadian Union of Public Employees,
Local 53**

Signed By:

Betty Sommers

Karen Wilson

David Gooding

Robert Radford

Corporation of the Town of Whitby

Signed By:

Carol Collier

Mary Jo Sitter

Greg Scott

Diane Ploss

Signed this 9th day of January, 2002 at Oshawa, Ontario.

Memorandum of Understanding

Between

The Corporation of the Town of Whitby

And

**The Canadian Union of Public Employees, Local 53
(Part-time Unit)**

As a means to generate new business opportunities to meet the demands of the fitness industry, the Town of Whitby recognizes “personal training” as a revenue-generating opportunity that meets customer expectations.

Therefore, the Parties agree to the following for the term of this Collective Agreement:

1. Fitness Programmers will continue to work up to twenty-four (24) hours per week. An additional maximum pool of twenty-four (24) hours per week will be allowed for “personal training” purposes.
2. No employee will exceed thirty-three (33) hours per week.
3. The rate of pay for “personal training” hours will be paid in accordance with the Fitness Leader (Level 3) rate of pay.

**Canadian Union of Public Employees,
Local 53**

Signed By:

Karen Wilson
President

Corporation of the Town of Whitby

Signed By:

Janice Stubbs
Manager of Human Resource Services

Dated at Oshawa, Ontario this 17th day of October, 2012.

Letter of Intent
Between
The Corporation of the Town of Whitby
And
The Canadian Union of Public Employees (Local 53)
(Part-time Union)

The Corporation will undertake to instruct its non-union supervisory staff on the role of the Union in the workplace when conducting supervisory training.

January 14, 2015

For the Union

Signed by:

Karen Wilson
Betty Sommers
Leedell Romppainen
Greg French
Robert Radford

For the Corporation

Signed by:

Janice Stubbs
Mary Jo Sitter
Sarah Klein
John Romano

Letter of Intent
Between
The Corporation of the Town of Whitby
And
The Canadian Union of Public Employees (Local 53)
(Part-time Union)

The Parties agree that the Employer will compensate Instructors working in the Aquatics Division for the satisfactory completion of each Red Cross Preschool and Swim Kids report card at the conclusion of every session. Compensation will be based on three (3) minutes of pay for each report card.

Report cards are to be completed in accordance with the Instructional Responsibilities Section of the Aquatics Staff Manual.

November 27, 2015

For the Union

Signed by:

Karen Wilson
Betty Sommers
Greg French
Robert Radford

For the Corporation

Signed by:

Janice Stubbs
John Romano
Robert Petrie