

# **COLLECTIVE AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE CITY OF VAUGHAN**

(Hereinafter called the "Employer")

- and -

**PART-TIME CLERICAL AND TECHNICAL**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 905.22**

(Hereinafter called the "Union")

**January 1, 2019 - DECEMBER 31, 2022**

**CORPORATION OF THE CITY OF VAUGHAN**

**C.U.P.E. LOCAL 905.22 AGREEMENT**

**January 1, 2019 TO December 31, 2022**

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## CORPORATION OF THE CITY OF VAUGHAN

## C.U.P.E. LOCAL 905.22 AGREEMENT

January 1, 2019 TO December 31, 2022

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**THIS AGREEMENT entered into this 3<sup>rd</sup> day of June, 2019.**

**BY AND BETWEEN:**

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

**of the First Part**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.22  
(Permanent Part-Time Employees)  
(hereinafter referred to as the "Union")**

**of the Second Part**

**ARTICLE 1 PURPOSE**

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

**ARTICLE 2 RECOGNITION**

**2.01** The Corporation recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all part-time clerical and technical employees of the Corporation of the City of Vaughan at its offices in the City of Vaughan, regularly employed not for more than 24 hours per week, who have completed their probation period, in the classifications listed in Schedule "A" of the Collective Agreement, including classifications that are added to the bargaining unit from time to time, save and except for employees covered by a subsisting collective agreement, office coordinators, persons above the rank of office coordinators, program associated staff, confidential secretaries, students employed during the school break periods (e.g. Summer, Christmas, Spring Break, Reading Week, etc.) and those positions specifically identified in Schedules B1 & B2 as being excluded.

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

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

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

**2.05** With the exception of students (as defined above), and full-time CUPE employees, no City employee who is excluded from the bargaining unit shall perform any job that is covered by

the Collective Agreement, when there is a qualified bargaining unit member available, except for instruction, demonstration, or in urgent circumstances necessary to render service to the public.

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

### **ARTICLE 3 MANAGEMENT FUNCTIONS**

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an employee who has completed a probation period has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
- (c) maintain and enforce rules and regulations governing the conduct of the employees; and
- (d) generally to manage the Corporation and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in the Agreement.

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

### **ARTICLE 4 RELATIONSHIP**

**4.01** The parties agree that the workplace should be free of harassment and discrimination and the parties further agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members based on: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy, gender identity and gender expression), sexual orientation, disability, age, marital status (including same sex partners), family status and record of offences as per the Ontario Human Rights Code R.S.O. 1990 as well as the City of Vaughan Respectful Workplace Policy 05.5.23. Neither party will harass or discriminate against any employee because of membership or non-membership in the Union.

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

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

- 4.03** A Labour Management Committee shall be established to discuss topics of concern to employees, Union and the Corporation. The Committee shall meet quarterly, or as required, within fifteen (15) working days of submission of an agenda by the Union or by the Corporation. The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of this collective agreement.

#### **ARTICLE 5 UNION SECURITY**

- 5.01** The Corporation agrees to deduct regular Union Dues, in the amount to be advised by the Union, from each pay due each calendar month from employees covered by this Agreement and to remit the same to the Treasurer of the Union not later than the twentieth day of the same month. A list of additions, deletions and changes will also be supplied.
- 5.02** In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.

#### **ARTICLE 6 REPRESENTATION**

- 6.01** Employees shall have a right to have a steward or union officer present at any investigation meeting that may result in discipline.
- 6.02** The Corporation will recognize a Grievance Committee composed of not more than one (1) of the four (4) employees selected by the Union to be known as “Stewards”.

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

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

In obtaining such permission the Steward shall state his/her destination to his/her immediate supervisor and report again to him/her at the time of his/her return to work.

In accordance with this understanding, Stewards dealing with employees' grievances during the Steward's regular hours of work shall not suffer any loss in pay.

- 6.06** The Union will supply the Corporation with the names of its officers. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 6.07** During orientation, the City will provide all new employees covered by this collective agreement with contact numbers for the union executive, as provided to the City by the Union.
- 6.08** The Unit Chairperson or Vice-Chairperson of the Local unit shall be allowed up to one (1) day off per month (without pay) for Union business if requested and cleared through the Chief Human Resources Officer or his/her designate. There will be no accumulation of such days off.

## **ARTICLE 7 NO STRIKE NO LOCKOUT**

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

## **ARTICLE 8 DISPUTE RESOLUTION**

### **8.01 EARLY RESOLUTION PROCESS**

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

It is agreed that an employee(s) and/or the Union will not have an individual or group grievance unless he/she has, within five (5) working days on which the circumstances giving rise to the complaint originated or occurred, discussed, with the assistance of his/her union representative, the matter with his/her immediate supervisor, who may involve another member of management. The immediate supervisor shall reply to the employee(s) and the Union within five (5) working days of the date of the discussion.

Failing resolution, it may then be taken up as a grievance within five (5) working days of the supervisor's reply in the following manner and sequence set out below (Step 1 and 2):

It is agreed that the Union will not have a policy grievance unless it has discussed the matter with the Chief Human Resources Officer.

Failing resolution, the matter may be taken up as a policy grievance within five (5) working days of the date of the discussion with the Chief Human Resources Officer in the following manner and sequence set out below (Step 2).

### **GRIEVANCE PROCEDURE**

#### **STEP NO. 1-**

The Union, on behalf of the employee(s) will provide the Corporation with written notice of the grievance outlining the nature of the grievance and the remedy sought within five (5) working days of the Supervisor's reply in the Early Resolution Process.

The Union representative and employee(s) shall meet to present the alleged grievance with his/her Department Head together with the HR representative. The meeting will take place within five (5) working days of receipt of the notice; failing settlement, the Department Head shall deliver his/her reply in writing within five (5) working days following presentation of the grievance to him/her. The Union has five (5) working days after the reply is given to file Step 2 grievance with the Corporation.

**STEP NO. 2-**

The Union shall present the alleged grievance in writing at a meeting with the appropriate Deputy City Manager and HR representative within ten (10) working days of the Union filing Step 2 grievance, outlining the nature of the grievance and the remedy sought. A Staff Representative of the Union may be present at the request of the Union.

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

Policy grievances shall be filed at Step 2 of the grievance procedure with the City Manager or his/her appointee.

- 8.02** Replies to grievances stating decision and reasons shall be in writing at steps 1 and 2.
- 8.03** Failing settlement following step 2, and if the grievance is to proceed to arbitration, such grievance shall be submitted to arbitration within twenty (20) working days from receipt of the written reply under Step 2.
- 8.04** It is agreed that the Union may act on behalf of an employee(s) who is unable to file a proper grievance, initiating the grievance at the appropriate Step. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.
- 8.05** No adjustment under the Grievance Procedure or Arbitration Procedure shall be made retro-active prior to the date the grievance was formally discussed or presented to the Corporation under the Grievance Procedure except as to bookkeeping error involving an employee's wages and any grievance regarding discharge or suspension without pay will be deemed to have been filed on date of such suspension or discharge.
- 8.06** The grievor(s) shall have the right to be present at all meetings held to resolve or discuss his/her grievance. The parties will endeavour to have an equal number of labour and management participate in meetings in steps 1 and 2.
- 8.07** It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement.
- 8.08** At any time after either party has requested Arbitration, either party may provide the other party with a written request to have the matter heard by a Mediator agreed to by both parties, in an attempt to find a resolution, before proceeding to Arbitration under this provision. The opposing party shall provide a written response to the request within fifteen (15) working days of receipt. If the parties do not agree to a Mediator, or if the matter is not settled at Mediation, any party may advise the other in writing that it will be proceeding to Arbitration in accordance with Article 10.

**ARTICLE 9 DISCHARGE CASES**

- 9.01** It is recognized that probationary employees may be released for reasons less



serious than in the case of the discharge of an employee who has completed his/her probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.

A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 2 prior to 12:00 noon on the fifth (5) working day after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

## **ARTICLE 10 ARBITRATION**

- 10.01** Within ten calendar days of the request by either party for arbitration, each party shall notify the other in writing of the 3 proposed names of arbitrators.
- 10.02** Should the parties fail to agree on the name of an impartial arbitrator within 21 calendar days, either party may request the Ministry of Labour to appoint an arbitrator by letter addressed to the Ministry and copied to the other party.
- 10.03** No matter may be submitted to arbitration which has not been carried through all requisite steps of the Grievance Procedure.
- 10.04** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.05** The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.06** Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.
- 10.07** The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties of this Agreement in writing.
- 10.08** A grievor, steward, or their designate, representing the grievor, and the Unit Chair shall not lose any pay for scheduled time missed and spent at an arbitration hearing. Any employee with a legally vested interest who is a proper party in the business shall not lose any pay for scheduled time missed and spent at an arbitration hearing.

Employees who are identified by the City as necessary witnesses required to give testimony at the arbitration hearing shall not lose any pay for scheduled time missed and spent giving testimony at an arbitration hearing.

**10.09** At any time after either party has requested Arbitration under Article 8.03, either party may provide the other party with a written request to have the matter heard by a Mediator agreed to by both parties, in an attempt to find a resolution to any matter proceeding to Arbitration under this provision. The opposing party shall provide a written response to the request within fifteen (15) days of receipt. If the parties do not agree to a Mediator, or if the matter is not settled at Mediation, any party may advise the other in writing that it will be proceeding to Arbitration in accordance with Article 10.

## **ARTICLE 11 SENIORITY**

**11.01** Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification of the Union. Seniority shall operate on a bargaining unit wide basis.

**11.02** (a) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list until after he/she has completed the lesser of 875 hours or 6 months of continuous active employment with the Corporation. Upon completion of such probationary period the employee's name shall be placed on the seniority list with seniority dating from the time he/she was last placed on the active part-time payroll of the Corporation.

(b) Any employee who is hired permanently into the bargaining unit with no break in service and who successfully completes the Probationary Period, shall have their temporary Part-time continuous service recognized as Seniority, provided that the temporary Part-time service exceeds the probationary service.

### **11.03 SENIORITY LISTS**

The Corporation shall maintain a seniority list showing the date upon which each employee commenced employment in the Bargaining Unit (as per 11.02a) and the person's classification. An up-to-date seniority list shall be posted twice a year in January and July.

A copy of the above-mentioned seniority list (also including home address and phone number, if available) shall be mailed to the Unit Chairperson and to reception@cupe905.com at the same time.

### **11.04 LOSS OF SENIORITY**

Notwithstanding the provisions of 11.01, an employee shall lose all seniority and shall be deemed to have terminated his/her employment if he/she:

- (a) resigns, and does not rescind within two (2) business days, or retires from the employ of the Corporation;
- (b) is employed in a non-union position or a position within another bargaining unit, and does not return to a Part-time Unit position within 730 calendar days;
- (c) is discharged and is not reinstated;
- (d) is laid off for a period of more than twelve (12) months;
- (e) is absent from work without permission for three (3) consecutive working days unless a reasonable explanation is given by the employee;
- (f) fails to return to work upon termination of an authorized leave of absence unless a reasonable explanation is given by the employee or utilizes a

leave of absence for purposes other than those for which the leave of absence was granted;

- (g) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a reasonable explanation is given by the employee;
- (h) is absent from work due to illness or disability which absence continues more than twenty-four (24) months.
- (i) while in receipt of workers' compensation benefits from the Workplace Safety and Insurance Board, has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than twenty-four (24) months from the date of the injury.

#### **11.05 RELATIVELY EQUAL**

In cases of promotion, or lateral transfer, to classifications in the bargaining unit, where two or more applicants are relatively equal in terms of the skill, aptitude, qualifications and job efficiency that relate to the position, the senior employee shall be entitled to the position. It is understood that in the assessment of relative equality between applicants, the Corporation shall show a demonstrable difference between the successful applicant and the senior applicant if the senior applicant is unsuccessful.

#### **11.06 LAYOFF AND RECALL**

In cases of layoff and recall from layoff, seniority shall govern, providing the remaining employees have the qualifications to perform the work available. It is understood that probationary employees shall be first laid off.

Unless legislation is more favourable to the employees, the Corporation shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of any layoff which is expected to exceed fifteen (15) working days. If employees have not had the opportunity to work their regular scheduled work days during the said thirty (30) calendar days, they shall be paid for the days on which work was not made available.

Employees receiving notice of layoff may accept the layoff, bump the most junior employee in their level or below or accept placement in a vacant position that they are fully qualified to perform. No employee shall bump into or be placed into a position that is a higher level than the position from which they have been laid off.

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

Employees who have been laid off from their jobs and have not accepted alternative permanent employment with the City of Vaughan will have the right to recall to the position from which they were laid off or displaced for a period of one year from the date of their layoff.

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

Employees being recalled to work from layoff will be offered position vacancies for which they are qualified at the same or lower level from the position they were laid off.

Employees will be required to accept recall to a position at the same level from which they were laid off provided that they are fully qualified for the position.

In all cases of layoff the Corporation and the Union will enter into discussions to find an appropriate placement solution for any laid off employees prior to going through the bumping process.

#### **11.07 TRANSFER OUTSIDE THE BARGAINING UNIT**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. Except as provided in Article 11.04(b), if an employee is transferred to a position outside the bargaining unit, the employee shall retain the seniority acquired at the date of leaving the unit, and shall continue to accrue seniority, provided that the employee returns to the bargaining unit within 730 calendar days. If the employee is not returned to the bargaining unit within the 730 calendar days, all seniority shall be lost.

The individual designated as Supervisor, shall receive relief pay when:

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

When required by the Corporation to relieve temporarily in a management position the employee shall receive a premium of one dollar (\$1.00) per hour above their regular straight time rate of pay or the minimum rate for the position, whichever is greater, for all hours so assigned.

#### **11.08 JOB POSTINGS**

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

For the Community Centre Administrative Clerk position, the Corporation shall have an on-going posting to create a pool of applicants to draw from.

Employees who have completed their probationary period may make written application for such permanent job vacancy within such posting period and will receive acknowledgement of their applications. Employees will be limited to one lateral transfer in a twelve month period. The Corporation will interview internal applicants who meet the qualifications as outlined on the job posting.

Every effort will be made to fill posted vacancies within three months of the closing date as noted on the job posting. The employee who is the successful applicant to a posted position and who is required to remain in his/her current position until a replacement is hired will receive his/her new rate of pay no later than two weeks after accepting the new position.

The Corporation may choose to advertise the vacancy externally concurrent to the internal posting. All current internal applicants who have applied for the position will be considered and a selection decision will be made prior to considering external applicants. Human Resources will meet with the interviewed and/or tested applicant(s) to review the outcome of any interview if unsuccessful, within eight (8) weeks of the employee receiving notification, and if requested by the employee.

Where there is no successful qualified applicant, the Corporation reserves the right to interview unqualified applicants who have applied for the posted position prior to considering external applicants.

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

Promotion shall mean a transfer to an occupational classification in the bargaining unit that is paid at a higher rate of pay. Lateral transfer shall mean a transfer to an occupational classification in the bargaining unit that is paid at the same level of pay as the employee's current rate of pay.

The selection process will be applied to all applicants in the following manner:

The Corporation will consider the following factors during the selection process:

In cases of promotion, the following factors shall be considered:

- (a) posted qualifications;
- (b) demonstrated skills and abilities as required for the posted position;
- (c) demonstrated work performance.

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

### **11.09 JOB TESTING**

1. Testing for jobs will be administered by the Human Resources Department.
2. The test correlating to a particular position will be the same test taken by all applicants for that particular posting.
3. The marking of a test or grading of a test will be administered by the Human Resources Department.
4. Tests will be relevant for the requirements of the position.
5. The minimum percentage or mark required to have passed a test will be determined prior to commencement of any testing, and the Corporation will convey this information to the applicants prior to the test.

### **11.10 ACTING ASSIGNMENT**

Employees backfilling in other CUPE Bargaining Units (i.e. 905.20 and 905.21) shall continue to accrue seniority in accordance with Article 11, shall retain all rights and

entitlements afforded under the Part-time (905.22) collective agreement and shall be paid in accordance with the applicable collective agreement.

Such acting assignment(s) shall not exceed twenty-four (24) months, unless extended by mutual agreement between the parties.

### **11.11 TRANSFER TO HIGHER CLASS**

Where an employee is temporarily required by the Corporation to assume the job duties of a higher rated classification than the employee's own classification, and such assignment of duties is for three (3) hours or more, the employee shall receive either the Step 1 rate or the Job Rate, whichever is the next highest from their regular classification, for the job classification to which assigned, for the period such duties are performed, and the employee will thereafter receive such regular job-rate increases as per schedule A. For clarity, any consecutive time worked in the higher class will count toward the employee's entitlement for rate increases.

### **11.12 TEMPORARY EMPLOYEES**

Temporary employees are hired from outside the 905.22 bargaining unit to do temporary assignments for the following purposes:

- To replace a permanent employee on an approved absence, not to exceed 24 months duration; or
- To complete tasks resulting from work surge programs, not to exceed nine (9) months duration.

In special circumstances a temporary assignment outside of the timeframes listed above may be extended by mutual agreement by the Corporation and the Union.

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

A temporary employee who has completed a temporary assignment may be re-employed in a temporary assignment after a two (2) week break in service for 'work surge' temporary placements.

A temporary employee who has completed a temporary assignment may be re-employed in a temporary assignment after a two (2) week break in service to replace a permanent employee on an approved leave.

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

Authorized work performed by a temporary employee on a statutory holiday shall be paid at the rate of 1½ times the temporary employee's straight time rate.

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

### **11.13 NO QUALIFIED INTERNAL APPLICANTS**

The Corporation may, at its discretion, when there are no qualified internal applicants, promote the senior internal applicant with the potential to become qualified within a reasonable period of time or may hire a new employee with the necessary qualifications.

Any employee so promoted will be given a trial period and may revert to his/her former position in accordance with 11.14 or if the required qualifications are not met within the agreed reasonable period.

### **11.14 TRIAL PERIOD**

He/she shall be placed on trial for the lesser of 300 hours or 15 weeks of active employment. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee so chooses, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. During the trial period the applicant is restricted from applying for any other vacancies.

### **11.15 NOTIFICATION TO UNION**

The Unit Chairperson will be notified of all changes within the bargaining unit, including promotions, demotions, hirings, transfers, resignations, retirements, other terminations of employment, or any proposed lay off or recalls from lay off.

## **ARTICLE 12 LEAVE OF ABSENCE**

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

All requests for such leaves of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leave as soon as practicable.

**12.02** In the event of a death in the immediate family of an employee covered by this Agreement, the Corporation agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for any absence for the previously scheduled shifts up to a period of five consecutive (5) days for the purpose of making arrangements for or attending at the funeral. Immediate family shall mean father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, ward or guardian. Employees will be granted leave for the previously scheduled shifts for a period of up to three (3) consecutive days on the same basis in the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, or first-generation niece or nephew.

**12.03** The Corporation agrees to grant leave of absence without pay and without loss of seniority for Union business to employees selected by the Union to attend conventions or conferences. It is understood, however, that the cumulative total of leave of absence granted

under this section shall not exceed 5 working days in any calendar year and that requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave.

The Corporation will consider substitutions in the event that the employee granted leave is unable to utilize said leave. It is further understood that no more than one (1) employee from any one department or classification shall be absent at the same time.

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

#### **12.04 PREGNANCY/PARENTAL LEAVE**

- a) Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant employee who has completed thirteen (13) weeks employment will be granted leave in accordance with the Employment Standards Act.
- b) Unpaid Parental Leave shall be in accordance with the Employment Standards Act.
- c) The following provisions apply to Parental and Pregnancy Leave:
  - (i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer, unless the employee elects in writing not to do so.
  - (ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.
  - (iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to his/her leave.
  - (iv) All written notifications will be in accordance with the Employment Standards Act, time limits.
- (d) The employee shall provide the Corporation with at least two weeks notice in writing of his/her date of return to work. On returning from maternity/ parental leave, he/she shall be placed in same or comparable position held prior to his/her leave. If the former position no longer exists, he/she shall be placed in a comparable position.

#### **ARTICLE 13 BULLETIN BOARDS**

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

#### **ARTICLE 14 SALARIES**

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

**14.02** Statement of earnings shall be made available in envelopes to employees.



**14.03** Part-time employees who have been employed for 1 year that have left for less than 6 months and are re-employed, may start at the Job Rate of the salary scale.

**ARTICLE 15 HOURS OF WORK**

**15.01** Employees shall work the hours scheduled by the Corporation which will be up to Twenty-four (24) per week averaged over a period of up to four (4) weeks.\*

The averaging of hours shall not constitute a contravention of this collective agreement.

The Parties agree that the normal scheduling practice shall be the scheduling of shifts no less than four (4) hours in duration. Any regular scheduling of shifts less than four (4) hours in duration shall be mutual consent of the Corporation and the union. Employees scheduled to work in excess of five (5) hours shall receive an unpaid 30 minute meal break in accordance with the Employment Standards Act. However, employees where required by the Corporation shall take their meal break at their work station and shall be paid for the meal period. Reasonable personal breaks shall be permitted. Where required, employees shall work shifts on weekends and holidays if so scheduled.

Employees who are unable to work their scheduled evening or weekend shift for valid reasons shall be required to utilize reasonable efforts to find a qualified replacement for their absence from work unless prevented from doing so by emergency circumstances. In such cases, the Corporation shall not be responsible for payment of any monies in addition to those which the scheduled employee would have earned had such employee not been absent from work. Equally, where two (2) employees mutually agree to exchange shifts, no additional payment will be made by the Corporation to either employee. All instances of shift trading or substitution must be reported to the Supervisor or designate, and are subject to the Supervisor or designee's approval.

Recognizing that there may be exceptional circumstances where approval cannot be obtained in advance, provided operational needs are met, a maximum of six (6) shift changes or substitutions may occur where approval is obtained after the shift is worked.

The Corporation does not guarantee any hours of work per day or per week or to pay for any time not worked except as specifically provided for in this Agreement.

\*NOTE: Any change to current averaging practices shall be discussed with the Union prior to implementation.

**15.02** Authorized work performed in excess of forty-four (44) hours in a week will be paid at time and one-half (1.5) the regular hourly straight time rate.

The Corporation shall, whenever practical, offer work which it determines must be performed as overtime, to qualified part-time employees who normally perform the work in question. The opportunity to work overtime shall be equitably distributed among those employees who normally perform the work where that is possible considering employee availability and the urgency of the work required to be performed.

There shall be no pyramiding or duplication of overtime premiums or other

premium rates of pay contained in this Agreement.

- 15.03** An employee who is required to work three (3) or more hours past the scheduled conclusion of his/her shift shall be provided with a meal by the Corporation or payment in lieu thereof of \$15.00.
- 15.04** An employee who has left the Corporation's premises and who is called into work outside of his/her regular scheduled hours shall receive a minimum guarantee of at least two and one-half (2-1/2) hours of work or pay in lieu thereof.
- 15.05** Employees who are scheduled or sent by Management to multiple locations during a shift shall be entitled to mileage allowance for travel between locations as per the Corporate guideline.
- 15.06** It shall not be a violation of this Agreement for the Corporation to temporarily assign a bargaining unit employee to work full-time hours. In such cases, the employee will continue to be covered by all provisions of this collective agreement. No employee shall be required against his or her will to temporarily work full-time hours as their regular schedule.

## **ARTICLE 16 HOLIDAYS**

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

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

- 16.02** An employee's public holiday pay shall be equal to: the total number of hours paid, at straight time rates, during the four work weeks immediately before the work week in which the public holiday occurred, divided by 20, multiplied by the employee's regular hourly rate of pay, including vacation pay.
- 16.03** In order to qualify for public holiday pay, the employee must work the full scheduled shift on each of the employee's scheduled working days immediately preceding and immediately following the public holiday concerned except in cases of excused absence satisfactory to the Corporation.
- 16.04** Any employee required to work on a public holiday shall be paid for all authorized work performed on such holiday at 1.5 times his/her straight time rate of pay for all hours worked in addition to his/her public holiday pay.
- 16.05** Any employee scheduled to work on a public holiday who does not report for work shall forfeit his/her public holiday pay except in cases of excused absence satisfactory to the Corporation.

## **ARTICLE 17 VACATIONS**

- 17.01** Employees shall be entitled to a vacation period of two (2) weeks per year following the completion of one (1) year of employment. Employees shall be entitled to a vacation of three (3) weeks following completion of five (5) years of employment. Employees shall be

entitled to a vacation of four (4) weeks following the completion of ten (10) years of employment.

Vacation pay, calculated as a percentage of the regular earnings (exclusive of vacation pay paid) will be included on each bi-weekly pay cheque unless the employee elects to receive earned vacation pay when they take their vacation as per Article 17.03. The rate of vacation pay will be determined in accordance with Article 17.02.

**17.02** The following schedule of vacation pay will also apply to employees in this bargaining unit:

After 5 years worked – 6% of earnings as defined above

After 13 years worked – 7% of earnings as defined above

After 22 years worked – 8% of earnings as defined above

**17.03** In accordance with Letter of Intent #1, employees will have the option to elect to receive earned vacation pay on each bi-weekly pay or receive their accrued vacation pay when they take vacation. All employees entitled to vacation under Article 17.01 shall be entitled to one (1) unbroken calendar week of vacation upon completion of one (1) year of employment. A second unbroken calendar week of vacation will be granted by mutual agreement between the employee and the Corporation having regard to operational requirements which shall include the fact that full time employees have priority for vacation selection.

**17.04** Vacation time is not cumulative and must be used up by year end or it shall be forfeited save and except for vacation entitlements legislated by the *Employment Standards Act 2000*.

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

**17.06** Choice of vacation periods ends at April 30th in each year. It is recognized that the final decision regarding vacation scheduling rests with the Corporation. The Corporation shall, where possible, take seniority into account when scheduling employees vacations. The Union recognizes that the scheduling of vacation must be done having regard to the vacation schedules of full-time employees.

## **ARTICLE 18 GENERAL**

**18.01** Correspondence arising under the provisions of this Agreement, except where otherwise provided, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Unit Chairperson and, if to the Corporation, to the Chief Human Resources Officer (with copies to the City Manager and City Solicitor).

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

**18.03** Job classifications shall be identified in Schedule "A".

**18.04** The Corporation agrees, during the term of the Agreement, to provide certain clothing to employees covered by this Agreement on the basis set out in Schedule "D" attached hereto.

It is understood that such clothing shall remain the property of the Corporation and shall be worn by employees while on duty and not otherwise.

Employees must return such clothing on termination of employment or where replacement is requested.

Seniority employees working in areas where the Corporation requires safety footwear to be worn, will provide their own appropriately rated safety footwear. They will be reimbursed, upon submission of proof of purchase, the cost up to \$250.00 (Two Hundred and Fifty Dollars) every two years, (with no breakdown).

- 18.05** The Employer agrees to notify the Union as far in advance as possible before introducing any technological changes.
- 18.06** In this Agreement active employment shall not include periods of time absent from work in excess of one (1) week for any reason. However, time spent on vacation shall be considered as active employment.
- 18.07** Any notation of a reprimand or disciplinary action placed on an employee's record shall be removed, at the employees' request, after an elapsed period of twenty four (24) months from the date the discipline was issued provided that the employee has not received a further notation for the same or a similar type of infraction. Once removed, the notation shall not be used against him / her.
- 18.08** Employees can access corporate policies including, but not limited to, the Respectful Workplace Policy and the Workplace Violence Policy on the City's intranet.
- 18.09** The Corporation agrees to reimburse employees who have completed the probation period for the cost of tuition and books for job-related training courses, where approved in advance, in accordance with the Corporation's policy respecting this matter as that policy may be amended from time to time.

## **ARTICLE 19 JURY DUTY**

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

## **ARTICLE 20 BENEFITS**

- 20.01** The Corporation shall pay the Ontario Employer Health Tax (OHIP) unless otherwise determined by legislation.
- 20.02** Part-time employees may participate in OMERS in accordance with the OMERS Act, ie. Jan. 1 following (two) 2 consecutive years with 700 hours per year.

- 20.03** Life Insurance - 1.5 of salary, premium 65/35 (Corporation/employee) cost sharing after 6 months of continuous employment, provided the employee works at least 15 hours per week.
- 20.04** The Corporation agrees, during the term of this Agreement, to pay 65% of the cost of the premiums for the following plan for each eligible employee in the bargaining unit and in the active employ of the Corporation. These benefits are provided to bargaining unit employees who have been continuously employed by the City for five (5) years and who have worked a minimum of 700 hours per year for at least the last five (5) years. Participation in the benefit program shall be voluntary for employees who may elect annually whether or not to participate and subject to the underwriting provisions of the carrier. The employee shall pay 35% of the billed premiums for such benefits via payroll deduction and the City shall pay 65% of the billed premiums.
- (a) A.D.D. (1.5 times annual salary)
- (b) L.T.D. (75% monthly earnings max. \$2,500.00 per month, indexed; waiting period of 119 calendar days)
- (c) Dental Insurance
- 1 year lag ODA fee schedule for each year of the collective agreement
  - Orthodontics (50%) - \$3,000.00 lifetime maximum per family member
  - Crowns, Inlays, and Caps (50%) - \$1,500.00 annual maximum per family member
- (d) Prescription Drugs: Prepaid with card and \$3.00
- Vision Care: \$400.00 each 24 months (with no breakdown) – includes eye exam and laser eye surgery
- (e) Healthguard services including hearing aids (hearing aids coverage to \$750.00 every four (4) years) and other services and supplies
- Major Medical deductible - \$25.00/single coverage - \$50.00/family coverage
- (f) Semi private hospital room coverage
- (g) Other adjustments to benefits:
- No per visit max except as is reasonable and customary as determined by the Carrier
  - Chiropractic/Massage - \$750.00 annual maximum combined
  - All other paramedical (include acupuncture in paramedical coverage) - \$750.00 annual maximum combined
- 20.05** Temporary employees will not be eligible for coverage in 20.04 above.
- 20.06** For employees who have completed the probation period, the Corporation agrees to grant a 75% discount off the adult rate (Vaughan resident category) for Fitness Centre membership. The balance of the cost shall be paid by the employees either in a lump sum at the start of each month (pre-authorized deduction, including administrative charges) or by payroll deduction. If an employee does not have a pay cheque from which the deduction can be taken, the fitness membership will be cancelled unless the employee has made other arrangements to pay the bi-weekly amount to be deducted.

**ARTICLE 21 DURATION**

- 21.01** Unless otherwise specified, this Agreement shall be in effect from the date of ratification until December 31, 2022 and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.
- 21.02** In accordance with the Ontario Labour Relations Act, negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph, unless mutually agreed otherwise.
- 21.03** With respect to negotiations referred to in Section 21.02 above, the Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than two employees in the bargaining unit plus the Unit Chairperson or his/her designate. Members of the Committee shall not suffer any loss of pay or benefits for scheduled hours missed due to direct negotiation meetings with the Corporation. A maximum of (five) 5 days per employee will be paid by the Corporation. Members of the Bargaining Committee have the right at any time to have the assistance of representatives of the Union during negotiations.
- 21.04** Alternate members of the Negotiating Committee who have been previously identified will also be granted leave, without pay, to participate in the one day of preparation.

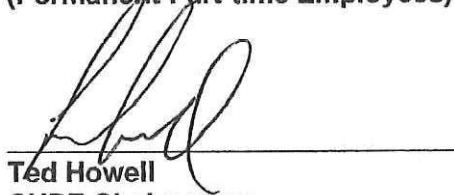
DATED at Vaughan, Ontario this      day of      , 2019.

THE CORPORATION OF THE  
CITY OF VAUGHAN

CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 905.22  
(Permanent Part-time Employees)



Todd Coles  
City Clerk



Ted Howell  
CUPE Chairperson



Maurizio Bevilacqua  
Mayor



Michael Maddock  
Representative

**SCHEDULE "A"**  
**PART TIME SALARY SCHEDULE**

LEVEL	EFFECTIVE JANUARY 1, 2019 - 1.75%		
	Start Rate	Step 1	Job Rate
Grade 9 Plumbing Inspector	37.19	39.27	41.34
Grade 8			
Grade 7a Plans Examiner I Plans Examiner Mechanical	34.98	36.94	38.89
Grade 7 Software Support Clerk	32.77	34.60	36.42
Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator	37.95	39.35	40.79
Grade 6a Technical Coordinator	32.60	34.40	36.22
Grade 6 Applications Expeditor Cultural Heritage Coordinator Special Events Coordinator	31.18	32.93	34.66
Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer	40.70	42.20	43.76
Grade 5 - Internal Equity Rate (Level G) Access Vaughan, Citizen Service Representative By-Law Citizen Service Representative Council / Committee Services Coordinator Parking & Sign Enforcement Officer	36.36	37.56	38.81
Grade 5 – (Pay Equity Rate) Senior Technical Clerk Client Services Assistant	30.21	31.88	33.56
Grade 5 Animal Services Clerk Graphic Artist Licensing/Lottery Clerk Special Events Assistant Special Events/Corporate Sponsorship Assistant	28.96	30.57	32.18
Grade 4 - Internal Equity Rate (Level F) Animal Control Officer Development Finance Clerk	33.78	34.90	36.06
Grade 4 - Internal Equity Rate (Level C) Animal Services Shelter Attendant	26.84	27.73	28.64
Grade 4a Clerical Assistant	25.72	27.14	28.57
Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Lead - City Playhouse Technical Clerk - Public Works Treasury Clerk Treasury Clerk - Property Tax	24.15	25.48	26.83
Grade 3 - Internal Equity Rate (Level C) Office Services Clerk	26.84	27.73	28.64
Grade 3 Accounts Payable Clerk Clerk Typist Technical Assistant - City Playhouse	23.04	24.31	25.56
Grade 2 Information Desk Clerk	17.30	18.95	20.60
Grade 1 Community Centre Administrative Clerk	14.85	15.66	16.48



**SCHEDULE "A"**  
**PART TIME SALARY SCHEDULE**

	EFFECTIVE JANUARY 1, 2020 - 1.75%		
LEVEL	Start Rate	Step 1	Job Rate
Grade 9 Plumbing Inspector	37.84	39.96	42.06
Grade 8			
Grade 7a Plans Examiner I Plans Examiner Mechanical	35.59	37.59	39.57
Grade 7 Software Support Clerk	33.34	35.20	37.06
Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator	38.61	40.04	41.50
Grade 6a Technical Coordinator	33.17	35.00	36.85
Grade 6 Applications Expeditor Cultural Heritage Coordinator Special Events Coordinator	31.73	33.50	35.27
Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer	41.41	42.94	44.53
Grade 5 - Internal Equity Rate (Level G) Access Vaughan, Citizen Service Representative By-Law Citizen Service Representative Council / Committee Services Coordinator Parking & Sign Enforcement Officer	37.00	38.22	39.49
Grade 5 - (Pay Equity Rate) Senior Technical Clerk Client Services Assistant	30.74	32.44	34.15
Grade 5 Animal Services Clerk Graphic Artist Licensing/Lottery Clerk Special Events Assistant Special Events/Corporate Sponsorship Assistant	29.47	31.11	32.74
Grade 4 - Internal Equity Rate (Level F) Animal Control Officer Development Finance Clerk	34.37	35.51	36.69
Grade 4 - Internal Equity Rate (Level C) Animal Services Shelter Attendant	27.31	28.22	29.14
Grade 4a Clerical Assistant	26.17	27.62	29.07
Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Lead - City Playhouse Technical Clerk - Public Works Treasury Clerk Treasury Clerk - Property Tax	24.57	25.93	27.30
Grade 3 - Internal Equity Rate (Level C) Office Services Clerk	27.31	28.21	29.14
Grade 3 Accounts Payable Clerk Clerk Typist Technical Assistant - City Playhouse	23.44	24.74	26.01
Grade 2 Information Desk Clerk	17.60	19.28	20.96
Grade 1 Community Centre Administrative Clerk	15.11	15.93	16.77

**SCHEDULE "A"**  
**PART TIME SALARY SCHEDULE**

LEVEL	EFFECTIVE JANUARY 1, 2021 - 1.80%		
	Start Rate	Step 1	Job Rate
Grade 9 Plumbing Inspector	38.52	40.68	42.82
Grade 8			
Grade 7a Plans Examiner I Plans Examiner Mechanical	36.23	38.27	40.28
Grade 7 Software Support Clerk	33.94	35.83	37.73
Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator	39.30	40.76	42.25
Grade 6a Technical Coordinator	33.77	35.63	37.51
Grade 6 Applications Expeditor Cultural Heritage Coordinator Special Events Coordinator	32.30	34.10	35.91
Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer	42.16	43.71	45.33
Grade 5 - Internal Equity Rate (Level G) Access Vaughan, Citizen Service Representative By-Law Citizen Service Representative Council / Committee Services Coordinator Parking & Sign Enforcement Officer	37.67	38.91	40.20
Grade 5 – (Pay Equity Rate) Senior Technical Clerk Client Services Assistant	31.29	33.02	34.77
Grade 5 Animal Services Clerk Graphic Artist Licensing/Lottery Clerk Special Events Assistant Special Events/Corporate Sponsorship Assistant	30.00	31.67	33.33
Grade 4 - Internal Equity Rate (Level F) Animal Control Officer Development Finance Clerk	34.99	36.15	37.35
Grade 4 - Internal Equity Rate (Level C) Animal Services Shelter Attendant	27.80	28.73	29.66
Grade 4a Clerical Assistant	26.64	28.12	29.59
Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Lead - City Playhouse Technical Clerk - Public Works Treasury Clerk Treasury Clerk - Property Tax	25.01	26.40	27.79
Grade 3 - Internal Equity Rate (Level C) Office Services Clerk	27.80	28.72	29.67
Grade 3 Accounts Payable Clerk Clerk Typist Technical Assistant - City Playhouse	23.86	25.19	26.48
Grade 2 Information Desk Clerk	17.92	19.63	21.34
Grade 1 Community Centre Administrative Clerk	15.38	16.22	17.07

**SCHEDULE "A"**  
**PART TIME SALARY SCHEDULE**

LEVEL	EFFECTIVE JANUARY 1, 2022 - 1.85%		
	Start Rate	Step 1	Job Rate
Grade 9 Plumbing Inspector	39.23	41.43	43.61
Grade 8			
Grade 7a Plans Examiner I Plans Examiner Mechanical	36.90	38.98	41.03
Grade 7 Software Support Clerk	34.57	36.49	38.43
Grade 6 - Internal Equity Rate (Level H) Accounts Payable Coordinator	40.03	41.51	43.03
Grade 6a Technical Coordinator	34.40	36.29	38.20
Grade 6 Applications Expeditor Cultural Heritage Coordinator Special Events Coordinator	32.90	34.73	36.57
Grade 5 - Internal Equity Rate (Level I) Licensing Enforcement Officer	42.94	44.52	46.17
Grade 5 - Internal Equity Rate (Level G) Access Vaughan, Citizen Service Representative By-Law Citizen Service Representative Council / Committee Services Coordinator Parking & Sign Enforcement Officer	38.36	39.63	40.94
Grade 5 - (Pay Equity Rate) Senior Technical Clerk Client Services Assistant	31.87	33.63	35.41
Grade 5 Animal Services Clerk Graphic Artist Licensing/Lottery Clerk Special Events Assistant Special Events/Corporate Sponsorship Assistant	30.56	32.26	33.95
Grade 4 - Internal Equity Rate (Level F) Animal Control Officer Development Finance Clerk	35.64	36.82	38.04
Grade 4 - Internal Equity Rate (Level C) Animal Services Shelter Attendant	28.31	29.26	30.21
Grade 4a Clerical Assistant	27.13	28.64	30.14
Grade 4 Accounting Clerk Capital Project Assistant Cemetery Clerk CSMS Council Liaison Clerk Restrictions Clerk Tax Clerk Technical Lead - City Playhouse Technical Clerk - Public Works Treasury Clerk Treasury Clerk - Property Tax	25.47	26.89	28.30
Grade 3 - Internal Equity Rate (Level C) Office Services Clerk	28.31	29.25	30.22
Grade 3 Accounts Payable Clerk Clerk Typist Technical Assistant - City Playhouse	24.30	25.66	26.97
Grade 2 Information Desk Clerk	18.25	19.99	21.74
Grade 1 Community Centre Administrative Clerk	15.66	16.52	17.39

**Schedule A – Add rate for Grade 2  
January 1, 2019**

<b>Start</b>	<b>Step 1</b>	<b>Job Rate</b>
<b>\$17.30</b>	<b>\$18.95</b>	<b>\$20.60</b>

Increases will apply to this position effective January 1, 2020

**Schedule A – wage increases as follows:**

January 1, 2019	1.75%
January 1, 2020	1.75%
January 1, 2021	1.80%
January 1, 2022	1.85%

- 1) Start rate is 90% of job rate.
- 2) Step 1 is on completion of probation, salary shall be 95% of job rate.
- 3) On completion of 875 hours worked once probation has been completed or 6 additional months of active employment, whichever is the lesser, salary shall be job rate.
- 4) No employee shall have his/her rate reduced as a result of the implementation of the above rates. Where an employee is, as of April 1, 2003, paid more the above rate for his/her position, he/she shall maintain their current rate of pay until the Schedule A rate above exceeds their current rate.

**SCHEDULE "B1"****EXCLUDED POSITIONS**

Operational Auditor  
 Transportation Engineer  
 Project Engineer  
 Senior Planner/Development Control  
 Senior Planner/Policy  
 Senior Planner/Environmental  
 Capital Revenue Analyst  
 Senior Budget Analyst  
 Senior Financial Analyst  
 Senior Financial Planner  
 Senior Business Analyst – Voice Communications Systems  
 Technology Specialist  
 System Analyst  
 Prosecutor  
 Design Engineer  
 Development Engineer, Development Review  
 Senior Economic Developer - Community  
 Senior Economic Developer - Business Development  
 Senior Economic Researcher/Technology Specialist  
 Secretary/Executive Assistant  
 Assistant City Clerk  
 Senior Field Support Trainer - Voice Communications Systems  
 Legal Assistant  
 Health & Safety Officer  
 Recruitment Officer  
 Compensation Assistant  
 Client Support Analyst  
 Administrative Assistant to the Mayor  
 Council Administrative Assistant  
 Legal & Litigation Secretary  
 Secretary/Administrative Assistant  
 Secretary/Receptionist  
 Secretary to Department Head  
 Secretary to Mayor  
 Receptionist & Filing Clerk (Human Resources)  
 Crossing Guards  
 Theatre Duty Manager  
 Box Office Coordinator  
 Theatre Program & Marketing Specialist  
 Ticket Seller  
 Concession Attendant  
 Usher

**SCHEDULE "B2"****EXCLUDED RECREATION PROGRAM POSITIONS****Seasonal**

Program Instructor/Coordinator  
Asst. Program Instructor  
Instructor I  
Instructor II  
Instructor III  
Attendant  
Deck Supervisor  
Head Lifeguard  
Lifeguard  
Assistant Lifeguard/Assistant Instructor  
Head Program Leader (N/I)  
Program Leader (N/I)  
Site Supervisor  
Cashier  
Skate Captain  
Assistant Skate Captain  
Skate Patrol  
Skate Patrol (outdoor)  
Shinny Hockey Attendant  
Camp Coordinator  
Camp Director  
Assistant Director  
Head Coach  
Camp Specialist  
Head Counsellor  
Camp Counsellor  
Program Specialist I  
Program Specialist II  
Program Specialist III  
Program Specialist IV  
Training/Meeting

**Permanent**

Program Instructor/Coordinator  
Deck Supervisor  
Head Lifeguard  
Lifeguard  
Assistant Lifeguard/Assistant Instructor  
Head Program Leader (N/I)  
Program Leader (N/I)  
Site Supervisor  
Program Specialist III  
Program Specialist IV

**SCHEDULE "C"**

**NOTICE  
PART-TIME EMPLOYMENT**

The following information will be included in any Part-Time Clerical & Technical job posting:

- Department
- Job Title
- Posting Period
- Major Duties
- Minimum Qualifications
- Working Conditions (e.g. inside, outside, etc.)
- Salary (per hour)
- How and where to submit an application
- Anticipated hours of work (e.g. up to 24 on various shifts including weekends)

**SCHEDULE "D"****CLOTHING**

Building Inspectors are entitled to one (1) parka at 50% of billed costs and approved by the Corporation.

For employees assigned to licensing and parking enforcement, each new Officer shall be provided with the following articles of clothing:

3 Shirts  
1 pair Pants  
1 Jacket

For employees assigned to Community Centers as Admin Clerks or Clerical Assistants, each employee shall be provided with the following articles of clothing:

2 Golf Shirts  
1 ¾ zip sweater or fleece vest

Other sundry items as deemed to be required by management will be provided.

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



**1. LETTER OF UNDERSTANDING  
AVAILABILITY OF COMMUNITY CENTRE ADMIN CLERK,  
CLERICAL ASSISTANT, BY-LAW AND COMPLIANCE AND  
THE CITY PLAYHOUSE PART TIME EMPLOYEES**

This will confirm our agreement with respect to a minimum commitment for availability of the Community Centre Admin Clerk and Clerical Assistant in the Recreation and Culture Department, employees in the By-Law and Compliance Department, as well as employees in the City Playhouse. Unless granted a leave of absence (which shall be in the sole, unreviewable discretion of the Corporation) employees in the departments listed above must be available to be scheduled to work on at least 4 days each calendar week, such availability to also include evenings and weekends (where applicable) on the 4 days for which availability is indicated. Failure to make oneself available as described above shall be considered just cause for termination of employment. Bereavement leave, vacation, and illness or injury verified (in advance of the posting of schedule, where possible) to the satisfaction of the Corporation shall be considered a legitimate reason for an employee to restrict his/her availability below the minimum requirement.

**Amended and Renewed – August 18, 2015**

**2. LETTER OF UNDERSTANDING  
MOVEMENT OF PART-TIME AND FULL-TIME EMPLOYEES TO PART-TIME  
POSITIONS**

The City will credit time worked as a part-time employee for those employees who subsequently move to full-time positions after June 1, 2007. Credit would be given on the basis that 1820 hours worked as a part-timer would equate to a year of seniority and service in the full-time unit.

For employment as a part-timer which pre-dates 1999, the City will credit an employee with 24 hours of time worked for each week employed for the purposes of service and seniority under the full-time agreement.

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

Both the City and the Union agreed that this understanding was contingent upon its acceptance by each of the bargaining representatives of the full-time units, namely the Clerical and Technical and Hourly Rated Employees bargaining units.

**Renewed – June 18, 2015**

**3. LETTER OF UNDERSTANDING  
JOB EVALUATION**

The parties agreed to establish a process for job evaluation as follows:

1. Job classifications will be evaluated when the Corporation determines that there is a new classification or when the Corporation has made substantial changes to the job classification.

2. Job classifications will be evaluated by the existing Joint Full-time CUPE Job Evaluation Committee. One member of this local may participate in the Joint Full-time CUPE Evaluation Committee to evaluate job classifications covered by this agreement provided that they are not evaluating their own position.
3. If a job classification, through the job evaluation and appeal process is evaluated at a lower level, the employee(s) in that classification shall have their pay red-circled until such time as the rate falls within the new level.
4. If a job classification, through the job evaluation and appeal process is evaluated at a higher level, the employee(s) in that classification shall have their pay increased within nine (9) months of the date of submission of the Job Evaluation Request Form, which must be signed by the Department Head and the employee(s), if applicable.
5. The evaluation of a job classification is based on the actual duties of the particular position being evaluated and may not apply to all positions under a job title.

**Renewed – June 18, 2015**

#### **4. LETTER OF UNDERSTANDING VACATION PAY OPTION**

The parties agree that due to technological limitations the current system that allows employees to a one time election to receive their vacation pay on each bi-weekly pay or to have vacation pay paid out when they take vacation will continue for the duration of this contract.

However, should the Corporation acquire software, during the term of this collective agreement, which eliminates these limitations the parties agree that they will implement a system that allows employees to alter their vacation pay option no more than once per two (2) year period.

**Added – June 3, 2019**

#### **5. LETTER OF UNDERSTANDING AMALGAMATION OR MERGER**

5.01 In the event the employer may merge or amalgamate with any other body, the employer shall notify the Union and the affected employees as soon as they are reasonably able.

5.02 Upon such notification, where feasible, the parties agree to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but not be limited to pertinent staffing implications.

#### **1. LETTER OF INTENT**

The parties agree that the employer will implement a system that allows employees to a one time election to receive their vacation pay on each bi-weekly pay or to have vacation pay paid out when they take vacation.

## **2. LETTER OF INTENT**

As already discussed by the parties, we will continue to update and evaluate part time jobs as appropriate, and in accordance with Letter of Understanding #3.

In particular, the Union and Management will endeavour, within the first year of this collective agreement, to identify a prioritized list of Part Time job descriptions (covered by this collective agreement) for updating and evaluation.

Management will work with the incumbents and Union to update the job descriptions for submission to the Joint Job Evaluation Committee.

## **3. LETTER OF INTENT**

Where a competition is held for temporary City of Vaughan CUPE position outside of the Part Time Bargaining Unit (905.22), it is the intention of the parties to provide qualified employees preference over candidates from outside of the Corporation.