



COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE
TOWN OF WHITBY**

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 53
(PART-TIME UNIT)**

(June 1, 2007 - May 31, 2011)

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LOCAL 53 (PART-TIME UNIT)**

(June 1, 2007 - May 31, 2011)

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COLLECTIVE AGREEMENT

Made and entered into this **1st** day of **June, 2007**, A.D.

B E T W E E N

THE CORPORATION OF THE TOWN OF WHITBY
(Hereinafter referred to as "The Employer")

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 53 (PART-TIME UNIT)
(Hereinafter referred to as "The Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Employer and its employees. It is the desire of both parties to co-operate in maintaining harmonious relations between the Employer and the Union and to provide a method of settling any differences concerning the general working conditions which may arise from time to time.

ARTICLE 2 - SCOPE

- a) The Corporation recognizes the Union as the sole bargaining agent of those employees of the Corporation of the Town of Whitby 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 and 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. Part-time office and clerical staff become included effective June 1, 2002.
- b) 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 on a seasonal basis in the Aquatic Programme.

ARTICLE 2 - SCOPE (Cont'd.)

- c) "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.
- d) Grant Employees
 - i) No Bargaining Unit employee shall be laid off while a Grant Programme is in operation.
 - ii) 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.
 - iii) The Union will be informed from time to time of approved grant projects.

ARTICLE 3 - NO DISCRIMINATION

The Employer and the Union agree there will be no discrimination, interference, restriction, or coercion exercised or practised by either of them or their representatives with respect to any employee because of his membership or non-membership in the Union.

ARTICLE 4 - NO COERCION

The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Corporation by any of its members or representatives. There will be no Union activity, solicitation for membership or collection of dues on Employer premises except with the prior permission of the Administrator or his designate.

ARTICLE 5 - STRIKES, LOCK-OUTS, ETC

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

ARTICLE 6 - EMPLOYEES' RESPONSIBILITIES

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 7 - DEDUCTION OF UNION DUES

- a) During the lifetime of this Agreement, the Employer shall deduct from the pay of each employee covered by this Agreement who has been employed by the Employer for a period of thirty (30) days, on the second pay day of each calendar month, whatever sum as may from time to time be authorized by the Union, and shall remit the same prior to the end of such months to the Secretary-Treasurer of the Union. The said sum shall be accepted by the Union as the regular monthly dues of those employees who are covered by this Agreement.
- b) 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.
- c) The Union agrees to keep the Employer informed of the names and addresses of the Secretary and Treasurer of the Local Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

- a) 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.
- b) "Business day" shall be defined as Monday through to Friday inclusive, excluding approved Paid Holidays.

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.

ARTICLE 8 - GRIEVANCE PROCEDURE (Cont'd.)

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 five (5) 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.

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

ARTICLE 9 - ARBITRATION

- a) 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.
- b) Limitation Upon the Board of Arbitration
 - i) An Arbitration Board shall not be authorized to alter, modify, amend, or add to any part of this Agreement.
 - ii) No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the Grievance.
- c) Each party shall be responsible for the expenses of its own Appointee, and an equal share of the fees and expenses of the Chairman.

ARTICLE 10 - MANAGEMENT GRIEVANCES

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 11 - RESERVATION OF MANAGEMENT RIGHTS

The Union acknowledges that it is the function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, or a claim that any 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;
- c) administer and manage all the affairs of the Corporation.

ARTICLE 12 - UNION COMMITTEE

- a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than three (3) employees of the Part-time Unit, which may include the local Union President or his designate, 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 negotiation of a new Collective Agreement.
- b) The Union shall advise the Employer of the personnel serving on this Committee.
- c) Compensation for Union Committee

The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Corporation, and that persons will not leave their duties without first obtaining the permission of their Department Head and/or supervisor, 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 a reasonable explanation which may be requested with respect to their absence.

- d) 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.
- e) It is understood that such permission will not be unreasonably withheld.

ARTICLE 12 - UNION COMMITTEE (Cont'd.)

- f) 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.
- g) 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.
- h) A National Representative of the Canadian Union of Public Employees may be present at all meetings held between the Union and the Employer.

ARTICLE 13 - SENIORITY

- a) Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of service with the Corporation.
- b) 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 1st and November 1st 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.
- c) Hours worked shall include all hours paid for including paid holidays and overtime.
- d) Experienced Senior Aquatic staff will be scheduled to teach all senior aquatic classes according to their skill, ability and qualifications before junior staff is considered.

ARTICLE 14 - PROBATIONARY EMPLOYEES

- a) 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. 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 on mutual consent of the Parties. (The Parties are C.U.P.E., Local 53 Part-time Unit and the Employer.)

ARTICLE 14 - PROBATIONARY EMPLOYEES (Cont'd.)

- b) Employees retained past the Probationary Period shall be deemed satisfactory and credited with seniority as of the number of hours worked.
- c) 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.
- d) Employees who are subject to a three hundred and twelve (312) hour Trial Period and/or Probationary Period are not entitled to apply for another position in the Bargaining Unit until the completion of the Probationary and/or Trial Period or six (6) months, whichever comes first.

ARTICLE 15 - LOSS OF SENIORITY

Seniority rights and an employee's employment may be terminated by the Employer if:

- a) he leaves of his own accord or retires;
- b) he is discharged and such discharge is not reversed through the Grievance Procedure;
- c) he is laid off continuously for a period of more than six (6) months;
- d) he is absent for more than one (1) scheduled working day without notifying the Corporation, or without securing prior leave of absence;
- e) 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;
- f) he accepts other employment while on a leave of absence;
- g) The foregoing will not apply to students on work placements who supply curriculum documentation providing proof of same;
- h) 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 16 - PROMOTION, LAY-OFF AND RECALL

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 17 - JOB POSTING

- a) 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 16.
- b) Job Postings will be posted in all affected areas.
- c) 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.
- d) Renew Letter of Intent dated January 9, 2002 attached to this Agreement.

ARTICLE 18 - LEAVE OF ABSENCE

- a) 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.
- b) 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, or designate, for attending at Union conventions and seminars, provided it does not interfere with the efficient operation of the Corporation.
- c) 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.
- d) No leave of absence will be entertained while an employee is still in the Probationary Period, except for medical, compassionate or bereavement grounds.

ARTICLE 18 - LEAVE OF ABSENCE (Cont'd.)

- e) 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 1st of each year.
- f) 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.
- g) 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.
- h) Maternity and Parental Leave

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

An employee shall qualify for Maternity 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.

i) Maternity 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.

ii) 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 Maternity 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.

ARTICLE 18 - LEAVE OF ABSENCE (Cont'd.)

iii) Benefits While on Maternity/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.

iv) Seniority During Maternity/Parental Leave

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

ARTICLE 19 - RETIREMENT

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

ARTICLE 20 - BENEFITS

- a) 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.
- b) 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:
 - i) completion of the Probationary Period referred to in Article 14;
 - ii) percentage of premium to be paid by the employee and the Employer will be determined on April 1st and October 1st of each year by the Director of Personnel subject to the total hours worked during the previous six (6) months;
 - iii) pro-rating to be based on a regular forty (40) hour work week;
 - iv) Employees may not opt out of the Plans unless adequate proof acceptable to the Employer is provided indicating similar coverage;
 - v) 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;

ARTICLE 20 – BENEFITS (Cont'd.)

- vi) it is the Employee's responsibility to maintain premium payments during non-scheduled and lay-off periods; and,
- vii) 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).

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

ARTICLE 21 - VACATION PAY

- a) Those employees with less than four (4) years employment with the Employer shall receive a payment of four percent (**4%**) for vacation pay.
- b) 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.
- c) Those employees with ten (10) or more years of employment with the Employer shall receive a payment of eight percent (8%) for vacation pay.
- d) Those employees with fifteen (15) or more years of employment with the Employer shall receive a payment of ten percent (10%) for vacation pay effective on date of ratification.
- e) The above payments shall be included in the bi-weekly pay cheques.

ARTICLE 22 - PAID HOLIDAYS

- a) The Employer agrees to pay employees for each of the holidays listed hereunder a sum equivalent to the total of all hours worked, excluding overtime, in the thirteen (13) weeks immediately before the holiday, divided by the number of shifts worked, multiplied by the regular hourly rate. 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
Family Day
Good Friday
Victoria Day

Canada Day
Civic Holiday
Labour Day
Thanksgiving Day

Christmas Day
Boxing Day

ARTICLE 22 - PAID HOLIDAYS (Cont'd.)

- b) Employees required to work on December 24th will be paid at a rate of time and one-half (1½) for all hours worked.

ARTICLE 23 - JOB SECURITY

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:

- a) be responsible for retraining such employee, if possible,
- b) relocate the employee to another job in his/her area of competence;
- c) 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 24 - BEREAVEMENT

- a) 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 and Grandchild. Certification of relationship and death will be presented on request to the appropriate Department Head.

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.

- c) 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 25 - TRAINING COURSES

- a) 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.
- b) When a number of equally qualified persons apply, qualified applicant(s) with the most seniority will take the course.
- c) 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.

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

Level 1 Leaders (Minimum Qualifications)

Certification in Emergency First Aid and CPR

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 – Certified Personal Trainer (CSEP-CPT); upon Supervisor's approval and recommendation.

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 – Certified Personal Trainer (CSEP-CPT); and,
- specialty 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.

ARTICLE 25 - TRAINING COURSES (Cont'd.)

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

Level 1 Leaders

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

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

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

- e) 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.

ARTICLE 25 - TRAINING COURSES (Cont'd.)

- f) 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 26 - STUDENTS

- a) Students working during the summer vacation period shall not be subject to the terms of this Agreement except for Articles 3 to 9 inclusive, Articles 21 and 22, 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 16. Seniority will be determined on a cumulative seasonal basis.
- b) 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.
- c) Article 15 shall apply to students, with the exception of 15(c).
- d) Effective October 4, 2008, no student employed for more than four (4) summer seasons will be eligible for a Right of Recall.

ARTICLE 27 - 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 28 - MEDICALS

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 29 - EFFECTIVE DATE AND TERMINATION

- a) Except where otherwise provided, the provisions of this Agreement shall take effect from June 1st, 2007 and shall remain in effect until May 31st, 2011.
- b) 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.
- c) 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.
- d) 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 Hand of their proper Officers in that behalf the day and the year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL #53
(PART-TIME UNIT)**

**THE CORPORATION OF THE
TOWN OF WHITBY**



PRESIDENT



MAYOR



NEGOTIATING COMMITTEE MEMBER



CLERK



NEGOTIATING COMMITTEE MEMBER



NEGOTIATING COMMITTEE MEMBER

DATED AT WHITBY THIS 20th DAY OF May, 2009.

SCHEDULE "A" – CLASSIFICATION SCHEDULE

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

JOBNUMBER	POSITION	DEPARTMENT/LOCATION
918	Instructor	Community & Marketing Services
966	Cashier	Corporate Services

BAND C

JOB NUMBER	POSITION	DEPARTMENT/LOCATION
905	Attendant I (Seniors')	Community & Marketing Services
906	Parking Meter Attendant	Public Works
912	Attendant I (LVMA/IPSC)	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	Public Works
956	Clerk (Operations)	Public Works

BAND D

JOB NUMBER	POSITION	DEPARTMENT/LOCATION
916	Receptionist/Cashier (IPSC)	Community & Marketing Services
935	Custodian (Clerk's)	Corporate Services
937	Attendant I (CRC)	Community & Marketing Services
939	Summer Student (CRC)	Community & Marketing Services
942	Clerk/Stenographer	Fire & Emergency Services
943	Clerk/Stenographer (IPSC)	Community & Marketing Services
945	Clerk/Stenographer (Building/Law Enf.)	Public Works
946	Clerk/Stenographer	Community & Marketing Services
947	Receptionist/Cashier (CRC)	Community & Marketing Services
948	Clerk/Stenographer (Treasury)	Corporate Services
957	League Convenor	Community & Marketing Services
959	Youth Leader	Community & Marketing Services
963	Summer Student (Marina)	Community & Marketing Services
964	Childrens' Program Leader	Community & Marketing Services

SCHEDULE "A" – CLASSIFICATION SCHEDULE (Cont'd)

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
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

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
931	Summer Student (LACAC)	Planning
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

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 & By-Law)	Public Works

SCHEDULE „A" - JOB CLASSIFICATIONS (Cont'd.)

- a) 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.
- b) 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.
- c) 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.
- d) It is the responsibility of any employee to notify the Employer of their current qualifications.

JOB EVALUATION PLAN

- a) 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.
- b) 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.
- c) 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.
- d) The employee shall submit a copy of the revised JIQ concurrently with the Supervisor and Human Resources.
- e) The job titles of the evaluated positions shall be inserted into the appropriate position classification in Schedule "A".
- f) 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.
- g) The Parties agree that the Job Evaluation Plan meets the intent of the Pay Equity legislation.
- h) 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.

SCHEDULE "B" – SALARY SCHEDULE

	June 1, 2007			June 1, 2008		
	START	520 HR RATE	1040 HR. RATE	START	520 HR. RATE	1040 HR RATE
BAND A	\$18.18	\$19.18	\$20.20	\$18.54	\$19.56	\$20.60
BAND B	\$17.01	\$17.97	\$18.89	\$17.35	\$18.33	\$19.27
BAND C	\$15.96	\$16.86	\$17.76	\$16.28	\$17.20	\$18.12
BAND D	\$15.00	\$15.81	\$16.65	\$15.30	\$16.13	\$16.98
BAND E	\$14.11	\$14.90	\$15.69	\$14.39	\$15.20	\$16.00
BAND F	\$13.30	\$14.02	\$14.78	\$13.57	\$14.30	\$15.08
BAND G	\$12.57	\$13.27	\$13.97	\$12.82	\$13.54	\$14.25

FITNESS LEADER AND AQUATIC INSTRUCTOR SALARIES

	June 1, 2007	June 1, 2008
Aquatic Instructor		
Level 2	\$21.82	\$22.26
Level 3	\$24.33	\$24.82
Fitness Leader		
Level 2	\$21.82	\$22.26
Level 3	\$28.90	\$29.48

SCHEDULE "B" – SALARY SCHEDULE (Cont'd)

	October 1, 2008		
	START	520 HR. RATE	1040 HR. RATE
BAND A	\$18.82	\$19.85	\$20.91
BAND B	\$17.61	\$18.60	\$19.56
BAND C	\$16.52	\$17.46	\$18.39
BAND D	\$15.53	\$16.37	\$17.23
BAND E	\$14.61	\$15.43	\$16.24
BAND F	\$13.77	\$14.51	\$15.31
BAND G	\$13.01	\$13.74	\$14.46

	June 1, 2009		
	START	520 HR. RATE	1040 HR. RATE
	\$19.20	\$20.25	\$21.33
	\$17.96	\$18.98	\$19.95
	\$16.85	\$17.81	\$18.76
	\$15.84	\$16.70	\$17.57
	\$14.90	\$15.74	\$16.56
	\$14.05	\$14.80	\$15.62
	\$13.27	\$14.01	\$14.75

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October 1, 2008

June 1, 2009

Aquatic Instructor

Level 2	\$22.59
Level 3	\$25.19

\$23.04
\$25.69

Fitness Leader

Level 2	\$22.59
Level 3	\$29.92

\$23.04
\$30.52

SCHEDULE "B" – SALARY SCHEDULE (Cont'd)

	October 1, 2009			June 1, 2010		
	START	520 HR. RATE	1040 HR. RATE	START	520 HR. RATE	1040 HR. RATE
BAND A	\$19.44	\$20.50	\$21.60	\$19.83	\$20.91	\$22.03
BAND B	\$18.18	\$19.22	\$20.20	\$18.54	\$19.60	\$20.60
BAND C	\$17.06	\$18.03	\$18.99	\$17.40	\$18.39	\$19.37
BAND D	\$16.04	\$16.91	\$17.79	\$16.36	\$17.25	\$18.15
BAND E	\$15.09	\$15.94	\$16.77	\$15.39	\$16.26	\$17.11
BAND F	\$14.23	\$14.99	\$15.82	\$14.51	\$15.29	\$16.14
BAND G	\$13.44	\$14.19	\$14.93	\$13.71	\$14.47	\$15.23

FITNESS LEADER AND AQUATIC INSTRUCTOR SALARIES

	October 1, 2009	June 1, 2010
Aquatic Instructor		
Level 2	\$23.33	\$23.80
Level 3	\$26.01	\$26.53
Fitness Leader		
Level 2	\$23.33	\$23.80
Level 3	\$30.90	\$31.52

October ■ 2010			
	START	520 HR. RATE	1040 HR. RATE
BAND A	\$20.13	\$21.22	\$22.36
BAND B	\$18.82	\$29.89	\$20.91
BAND C	\$17.66	\$18.67	\$19.66
BAND D	\$16.61	\$17.51	\$18.42
BAND E	\$15.62	\$16.50	\$17.37
BAND F	\$14.73	\$15.52	\$16.38
BAND G	\$13.92	\$14.69	\$15.46

FITNESS LEADER AND AQUATIC INSTRUCTOR SALARIES

October 1, 2010

Aquatic Instructor

Level 2	\$24.16
Level 3	\$26.93

Fitness Leader

Level 2	\$24.16
Level 3	\$31.99

The above Job Rates for the various bands correspond to eighty percent (80%) of those in effect for the Full-time Unit on June 1, 2007 through to June 1, 2010, inclusive.

SCHEDULE "C"

HOURS OF WORK AND WORKING CONDITIONS

- a) 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.
- b) Minimum shift lengths will be two (2) hours with the exception of employees in the Fitness Section and for special needs in the Aquatics Section.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) The Employer agrees to the appointment of a Committee of representatives of the Part-time Bargaining Unit to promote safety and sanitary practices.
- h) A Labour/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:
 - 1. relations between Employer and Employee;
 - 2. serving the public;
 - 3. working conditions;
 - 4. clarification of policies and procedures.

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

SCHEDULE "C" - HOURS OF WORK AND WORKING CONDITIONS (Cont'd.)

- i) The following applies to the 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.

- j) 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.
- k) In the matter of call-in, seniority will be considered together with expertise, availability, experience and qualifications.
- l) 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.

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.

Effective October 4, 2008, a Boot Allowance of \$80.00 per calendar year upon successful completion of the Probationary Period will be paid on receipt of original proof of purchase for those employees so designated to wear C.S.A. approved safety footwear.

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/Ticker 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 employees termination of employment.

LETTER OF INTENT

between the

CORPORATION OF THE TOWN OF WHITBY

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES A-OCAL 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**

**CORPORATION OF THE
TOWN OF WHITBY**

Signed By:

Betty Sommers

Karen Wilson

David Gooding

Robert Radford

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:

1. A one (1) year trial period to be implemented as of April 1, 2005;
2. Fitness Programmers will continue to work up to twenty-four (24) hours per week. An additional maximum pool of thirty-three (33) hours per week will be allowed for “personal training” purposes.
3. No employee will exceed thirty-three (33) hours per week.
4. The rate of pay for “personal training” hours will be paid in accordance with the Fitness Leader (Level 3) rate of pay.
5. Statistics will be maintained through the trial period to establish the overall effectiveness of the Personal Training Program and to determine the merits of a permanent program. A summary of results will be shared with C.U.P.E., Local 53.

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

**Corporation of the
Town of Whitby**

Original Signed By:

Karen Wilson
Betty Sommers
Greg French
Robert Radford

Original Signed By:

Carol Collier
Sarah Klein
Ann McCullough
Mary Jo Sitter

Dated at **Oshawa, Ontario** on this 11th day of February, 2005.