# COLLECTIVE AGREEMENT

Between



### THE **CORPORATION** OF THE

CITY OF ARE

-and-



Local 545
THE CANADIAN UNION
OF PUBLIC EMPLOYEES
1993 - 1994

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## **THIS AGREEMENT** made this 10th, day of June, A.D., 1993

#### BETWEEN:

## THE CORPORATION OF THE CITY OF SCARBOROUGH,

hereinafter called the "Corporation",

#### OF THE FIRST PART:

and

#### LOCAL 545, THE SCARBOROUGHMUNICIPAL OFFICE EMPLOYEES' UNION

chartered by the Canadian Union of Public **Employees** Union, hereinafter called the "Union",

OF THE SECOND PART.

WHEREAS the right of the taxpaying public to uninterrupted skillful and efficient service cannot be questioned, and it is obligatory upon the Corporation and its employees that efficient operation be maintained; and to effect this it is important that harmonious relations be continued between the Corporation and its employees and whereas it is the desire of the parties hereto to maintain harmonious relations and settled conditions of employment, to promote co-operation and understanding between the parties, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of salaries to encourage efficiency in operation and to promote the morale, well-being and security of all employees of the bargaining unit and whereas it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

#### RECOGNITION

- 1.0. The Corporation recognizes the Union as the sole bargaining agent for all its office, clerical and technical staff covered specifically within the Salary Groups as contained within the current Collective Agreement and HEREBY CONSENTS to negotiate with the Union or any authorized Committee thereof in any or all matters affecting the relations between the parties of this Agreement looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 1.1. Employee. For the purpose of this Agreement, an employee is a person whose employment has been approved by Council, has been assigned to a position which is numbered on the Establishment of Strength and the work of such position is of a continuing nature necessary to the general operations of the Corporation.
- 1.2. Temporary Employee. For the purpose of this Agreement, a temporary employee is defined as a person employed:
  - a) to replace a permanent employee who is temporarily absent;

- b) on seasonal work;
- on work which is necessary to catch up on a backlog or overload of normal duties in a department.

Such temporary employees will be entitled only to the benefits and subject to the regulations as provided for in Article 2 of the current Collective Agreement.

## REGULATIONS AND BENEFITS COVERING TEMPORARY EMPLOYEES

- 2.0. Temporary Employees shall be employed for a maximum period of eighty-five (85) continuous working days except where this time period is not expedient for certain types of work involved. It is understood that a further period of time may be allowed if requested by the Corporation and agreed to by the Union.
- 2.1. In the event that a further period of time is requested, the Corporation will meet with two (2) members of the Union Executive to discuss the request and, upon agreement, all appropriate conditions of employment in accordance with the terms of the Collective Agreement will be documented and a copy given to the Union.

- 2.2. Temporary Employees shall be required to pay to the Union an amount equivalent to Union Dues commencing after twenty (20) days of service or accumulated service.
- 2.3. The parties agree that the service requirement for temporary employees shall only be accumulated in the event that the employee is rehired within one (1) year of the previous termination date.
- 2.4. It is understood that if a temporary employee is not rehired within one (1) year of the previous termination date, all previous service and accumulated service shall be lost.
- 2.5. Temporary Employees shall participate in the following benefits in accordance with the Agreement: Hospital and Medical, Workers' Compensation, Overtime Pay, and Vacation Pay. Protective Clothing will be supplied as considered necessary by the Corporation.
- 2.6. •The Corporation agrees to recognize pay for Paid Holidays for temporary employees in accordance with the Employment Standards Act.
- 2.7. A temporary employee who is appointed to a permanent position, without interruption of his employment, shall have his seniority calculated in accordance with Article 6 of this Agreement.

#### **MEMBERSHIP**

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3.0. All future employees affected by this Agreement shall become members in good standing of the Union after expiration of the 20 working day period and shall continue to maintain their good standing. Notwithstanding anything contained in this section, no grievance shall be accepted by the Corporation if such grievance concerns discipline or discharge of an employee until such person has attained full seniority, which seniority shall be effective at the expiry of sixty-five (65) working days from the starting date.

#### **DUES DEDUCTION**

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4.0. The Corporation agrees, during the lifetime of this Agreement, to deduct from each employee covered by this Agreement, and in accordance with this Agreement, Union Dues as may be adopted by the Union for each pay period and to remit same, not later than ten (10) days after such deduction, to the Treasurer of the Local Union. Each employee must authorize dues deduction and such authorization shall be witnessed. Dues deduction authorization shall be on a form approved by the Corporation and the Union and

shall take place after twenty (20) working days from the date of employment. The Corporation shall, when remitting such dues, name the employees from whom dues have been collected, the amount collected, and also the names of employees who are no longer eligible for union dues payment.

#### NO DISCRIMINATION

- 5.0 The Corporation and the Union agree that, as set out in the Human Rights Code and the Labour Relations Act, there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, marital status, creed, colour, disability, or by reason of his/her membership in, or activities on behalf of the Union.
  - 5.1. The Corporation shall endeavour to provide a harassment-free workplace for its employees.

#### **SENIORITY**

6.0. Seniority as referred to in the Collective Agreement for all purposes except lay-off, shall mean length of continuous service in the employ of the Corporation. For purpose of

- lay-off within a department, seniority shall mean the length of accumulated service in such department. In the event of an employee being laid off from the Corporation, his unit-wide seniority shall be recognized.
- 6.1. Any employee will be considered probationary for the first sixty-five (65) working days and will have no seniority rights during the period. After sixty-five (65) working days' service, his seniority shall date back to the date on which his employment began.
- 6.2. All previously acquired seniority shall be lost in the case of a voluntary termination or in the case of a discharge, unless such discharge is reversed through the provisions of this Agreement.
- 6.3. In the event that an employee covered by this Agreement should be promoted to a position with the Corporation beyond the scope of this Agreement and subsequently returns to a position within the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such capacity.
- 6.4. The Corporation will supply sufficient copies, as required, of a list of members of the

Local showing department and Corporationwide seniority of each member. Current lists to be provided to the Union on January 1 and July 1 of each year unless otherwise mutually agreed.

#### MANAGEMENT RIGHTS

- 7.0. The Union acknowledges that it is the exclusive function of the Corporation to hire, promote, demote, transfer and suspend employees, and also the right of the Corporation to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 7.1. The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its commitments and responsibilities. The right to decide on the number of employees needed by the Corporation at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Corporation.

- 7.2. The Corporation also has the right and the Union recognizes it, to make and alter from time to time, rules and regulations to be observed by the employees; such changes in general rules and regulations shall be posted on the bulletin boards and shall not be inconsistent with any of the provisions of this Agreement, having particular regard for the provisions of Article (6) Seniority as contained herein.
- 7.3. The Corporation agrees not to exercise these rights in a manner inconsistent with the terms of this Agreement.

## SUSPENSION OR DISMISSAL OF EMPLOYEES

- 8.0. A claim by an employee, who has attained seniority, that he has been unjustly discharged or unjustly suspended from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Commissioner, Corporate Services within three (3) working days after the employee has been suspended or ceases to work for the Corporation.
- 8.1. A meeting will be convened within three (3) working days of receipt of the grievance by

the Commissioner, Corporate Services to include the relevant Department Head or Deputy and necessary Corporation and Union representatives. The grievance shall be resolved by either confirming the Department Head's action or by reinstating the employee with full compensation for time lost or by other arrangement which is just and equitable in the opinion of the conferring parties. A decision shall be rendered within two (2) working days of such meeting. If the decision is not satisfactory to the grievor and/or the Union, the grievance shall then be referred to the Grievance Procedure commenting at Step No. 3.

- 8.2. Where an employee has been dismissed without notice, he shall have the right to interview a member of the Executive Committee of the Union for a reasonable period of time before leaving the Corporation's premises.
- 8.3. An employee who has been the recipient of a Warning of an Offence or on whose record a DerogatoryNotation has been made will have an opportunity to have such Warning of an Offence or Derogatory Notation removed from his file in accordance with the following procedure:

Such employee in excess of two years' service with the City, who has not received a Warning of an Offence or caused a Derogatory Notation to be made on his record for two (2) consecutive years, may request a review by the Commissioner, Corporate Services. The Commissioner, Corporate Services

ices. The Commissioner, Corporate Services and the appropriate Department Head may remove at their option, any such Warning of Offence or Notation from the employee's file. The Union will be sent a copy of all correspondence to employees in regard to this subject.

8.4. The Union Steward or Executive Officer

8.4. The Union Steward or Executive Officer shall be advised and have the right to be present whenever the employer discharges, suspends or issues a written Warning of Offence/Derogatory Notation to an employee.

#### COMPLAINTS AND GRIEVANCE PROCE-DURE

- 9.0. The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 9.1. No grievance will be considered
  - (1) which usurps the right of Management as set out in the Management Rights

#### Clause;

(2) where the circumstances giving rise to it occurred or originated more than seven
 (7) full working days before the filing of the grievance.

#### **COMPLAINTS**

- 10.0. A complaint is defined in this Agreement as a specific or general situation not considered to violate terms and conditions of the Agreement, but which may be adjusted within the authority of the Department Head or Commissioner, Corporate Services without violating the Agreement or setting a precedent.
- 10.1. An employee or the Union may submit a complaint to the Department Head in writing and such complaint shall be adjusted or answered within five (5) working days of receipt of same.
- 10.2. In the eventthat the matter is not resolved, the issue will be referred to the Corporation's Bargaining Committee to be dealt with within fifteen (15) working days of receipt of same. It is understood that the Union Executive may make representation to the Administrative Committee on any unresolved items if they so elect.

#### **GRIEVANCES**

- 11.0. A grievance is defined in this Agreement as being any allegation in writing that the application, interpretation or administration of this Collective Agreement have been violated. Either party to the Collective Agreement may initiate a grievance.
- 11.1. The Corporation acknowledges the right of the Union to lodge a grievance alleging that a penalty imposed for loss of, or damage to, any equipment issued by the Corporation is unreasonable.
- 11.2. A grievance properly arising under the Collective Agreement shall be adjusted and settled as follows:

#### 11.3.

Step 1:It is understood that before the grievance is reduced to writing, the Grievor's Section Head or the appropriate Supervisor, (not a member of Local 545), shall have an opportunity to adjust the grievance. The aggrieved employee shall be accompanied by a steward or an available Union representative in this process. Failing a satisfactory settlement, the grievance shall be reduced to writing and the Section Head or

appropriate Supervisorreferred to above shall render a decision in writing within two (2) working days of receipt of the grievance. In cases where grievances involve another division or department, the Section Head or appropriate Supervisor will hold the grievance in the division or department concerned.

Step 2: If the grievance is not resolved under Step 1 to the satisfaction of the Grievor and or the Union, the grievance shall be submitted to the Department Head or Deputy or designatedDirector within three (3) working days of receipt of the decision in Step 1. The Department Head or Deputy or designated Director will discuss the grievance with the Grievance Committee at a meeting of the parties at which the Grievor shall attend; such meeting to be within six (6) working days of the receipt of the decision in Step 1 unless otherwise mutually agreed by the parties. The Department Head or Deputy or designated Director shall give a decision, in writing, within three (3) working days from the date on which the meeting is held. In cases where grievances involve another department, the Department Head or Deputy or designated Director will hold the grievance in the department concerned.

Step 3: Should the decision of the Department Head or Deputy or designated Director not be satisfactory to the Grievor and/or the Union, the Union must submit a copy of the grievance, together with the last decision received, to the Commissioner, Corporate Services within four (4) working days. The Commissioner, Corporate Services shall place the grievance before the Administrative Committee. The Administrative Committee shall meet with the parties within ten (10) working days of receiving the grievance or such other period as may be mutually agreed and render its decision within three (3) working days of such meeting being held. However, it shall be understood that the Commissioner, Corporate Services may initiate a meeting of the parties to attempt a resolution of the dispute prior to the grievance being heard by the Administrative Committee. If such a meeting is called and the grievance is withdrawn or otherwise resolved, the submission to the Administrative Committee shall be abandoned

**Step 4:** If the decision of the Administrative Committee is not acceptable to the Grievor and/or the Union, the matter may be referred

to a Board of Arbitration provided that such notice is given to the Corporation within seven (7) working days after the Administrative Committee's decision in Step 3 is delivered to the Union.

11.4. A grievance properly arising within the terms of this Collective Agreement and affecting a group of employees will be recognized.

Such grievance must be signed by the grieving employees and/or the Union President and Secretary and shall commence at Step 2 in the Grievance Procedure.

11.5. If the parties mutually agree, the Commissioner, Corporate Services may be substituted for the Administrative Committee at Step3 and Step4 of the Grievance Procedure. It is understood that grievances within the Corporate Services Department will proceed directly to Administrative Committee in place of the provisions of this Article.

#### ARBITRATION

12.0. Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all

- the required steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties.
- 12.1. The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and the third person to act as Chairman chosen by the other two members of the Board.
- 12.2. Within seven (7) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 12.3. Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union fail to agree on a third person within ten (10) working days of the notification mentioned herein, the Minister of Labour of the Province of Ontario will be asked to nominate a Chairman.
- 12.4. The decisions of a Board of Arbitration, or a majority thereof, constituted in the above, manner, shall be binding on both parties.
- 12.5. The Board of Arbitration shall not have any power to alter or change any of the provisions of **this** Agreement or to substitute any new provision for any existing provisions, nor to

- give any decision inconsistent with the terms and provisions of this Agreement.
- 12.6. Each of the parties of this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the expense, if any, of the Chairman.
- 12.7. No person shall be selected as a Member or Chairman of the Board of Arbitration who is an employee of the Corporation, or a member of the Council, or a member of the National Union, or who has any pecuniary interest in the grievance.
- 12.8. It is understood that the Management may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its officers or members, and that if such complaint by the Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

#### NO STRIKES OR LOCKOUTS

13.0. The Union agrees that, during the life of this Agreement, there will be no strike, picketing,

- slow down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lockout
- 13.1. The Corporation shall have the right to discipline or discharge an employee who participates in any unlawful work stoppage provided that a claim of unjust discipline or discharge may be the subject of a grievance and dealt with as herein provided.
- 13.2. Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Corporation as provided herein
- 13.3. The Union further agrees that it will not involve any employees of the Corporation, or the Corporation itself, in any dispute which may arise between any other employer and the employees of any such other employer.

#### LAY-OFFS

14.0. Where a layoff is necessary other than as a result of a breakdown of machinery, power shortage, or other emergency, the Corporation will give at least ten (10) days' notice of layoff to the employees affected and to the \_g-008 Secretary of the Union.

14.1. In the event of a layoff the following procedure will apply:

Employees wishing to transfer to another job classification within their department will be considered subject to the following condi-

tions: 27E-1

- They have greater departmental seniority than the employee to be displaced, and
- b) The Corporation determines that their skill, competence and efficiency meet the job requirements.

If arrangements cannot be made within the department they will be considered for transfer to another department within the Corporation using their overall Corporation seniority providing the other criteria in b) above is satisfied.

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14.2. Employees shall be recalled according to seniority and their ability to perform the work, as work becomes available and shall report for duty ten (10) working days after notice by registered mail to their address on record with the Human Resource Services Division. Failure to meet the aforementioned

- deadline shall entitle the Corporation to consider an employee as having resigned.
- 14.3. Employees who have been laid off due to lack of work and subsequently re-called will have their length of service determined by the actual time they have been on the Corporation's payroll, provided that such employee returns to work when notified and subject to the conditions of this Collective Agreement.
- 14.4. Any employee who has been laid off for a continuous period of twelve (12) months or more, will lose any previously acquired sentority and, if re-hired, will be re-hired as a new employee.

#### CLASSIFICATIONS AND SALARIES

- 15.0. Employees shall receive their salaries every two weeks on Thursday by cheque, to be enclosed in envelopes, with a statement of earnings attached, showing **gross** pay, applicable overtime hours, and each deduction from gross pay. The bi-weekly rate is determined by dividing the annual rate by 26.0893.
- Salary schedules for the year 1993 and 1994 are attached as Appendix "A". Employees shall be classified in accordance with job title set forth in Appendix "A" of this Agreement

- or as may be added to such Schedule in accordance with Clause 15.2. and shall be paid a salary rate in accordance with the salary group to which their work has been assigned throughjob evaluation.
- 15.2. The Union agrees that the Corporation may create new classifications or alter the job content of any existing classifications at any time during the effective period of this Agreement and the Corporation agrees to consult with the Union or the Corporation/Union Job Evaluation Committee regarding the Group to be applied to such new classification or altered classification.

If the parties are unable to agree as to the appropriate group, a grievance by either party will be recognized commencing at Step 2 of the Grievance Procedure.

15.3. Employees shall progress in the Salary Scale as follows:

After 6 months in Step 1 -- to Step 2

After 12 months in Step 2 -- to Step 3 After 12 months in Step 3 -- to Step 4 After 12 months in Step 4 -- to Step 5 After 12 months in Step 5 -- to Step 6

Such progression, if any approved, to occur on the employee's anniversary date.

- 15.3.1. Employees as defined in Clause 1.1. who commence employment at Step 1 in any Group, or employees who are promoted to Step 1 in a higher Group, will have their progression date changed to the date when they move to Step 2 in the Scale.
- **15.3.2.** Notwithstanding the above, the Corporation may defer an increment for a period of 6 months or longer.

The Corporation shall meet the Corporation/Union Job Evaluation Committee to advise them of the reason the increment is delayed.

If this Committee cannot agree, the dispute may be treated as a grievance commencing at Step2 of the Grievance Procedure.

15.3.3. The Corporation/Union Job Evaluation
Committee will review classifications of work and job content therein with a view to the possibility of change of group either upwards or downwards, depending on the nature of the job in its present form and in relation to market values.

It is understood that such job study may be undertaken on an individual job or a group of jobs depending on need.

The Corporation/Union Job Evaluation Committee will consist of not more than six (6) employees composed of three (3) Corporation members and three (3) Un-

ion members.

The Union members will be recognized when the Union so advises the Corporation of the members elected.

It is understood that if the Corporation/ Union Job Evaluation Committee cannot resolve a dispute, the matter may be referred to Grievance Procedure commencing at Step No. 2.

#### HOURS OF WORK AND OVERTIME

- 16.0. The work week shall consist of five (5) days, Monday to Friday, inclusive; each work day shall have eight (8) consecutive hours including one (1) hour, unpaid, for lunch period. Hours of work may be vaned by mutual agreement of the parties, such agreement to be in writing.
- 16.1. Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4:00 p.m. and

WOLK. paid to those employees assigned to shift premium of 62 cents per hour shall be portion of hours worked occurs between 10.00 f 12:00 midnight and 8:00 12:00 midnight. Night shifts shall be defined as those evident shifts shall be

notice of such change wherever possible. ion shall be given forty-eight (48) hours to be changed, the employee and the Un-1.1. Where the regular shift of an employee is

other regularly scheduled shift period. consecutive days off in each seven-day or day through Friday shall be given two (2) on any regular schedule other than Mon-16.1.2. Each employee who is required to work

subject to the Grievance Procedure. event of a dispute, the matter shall be institute such re-scheduling, but in the The Corporation shall have the right to (5) working days prior to such change. such changed schedules not less than five duties. The Union shall be advised of such work shall be considered as regular schedule work on a 2 or 3-shift schedule, 16.1.3. If it is necessary for the employer to

- 16.2. For employees working a normal work week, overtime work shall mean any and all hours worked in excess of a seven (7) hour day and shall be paid for at the rate of time and one-half. All time worked on Saturday and Sunday shall be paid at the rate of time and one-half except on shift work.
- 16.2.1 For shift workers, overtime at the rate of time and one-half of the employee's basic rate of pay shall be paid for all work performed on the 6th or 7th day of his assigned work week.
- 16.2.2. Work performed before or after the expiry of assigned shifts shall be paid for at the rate of time and one-half.
- 16.3. Each employee who has completed his regular days work and is called out and reports for overtime work, or who is called out and reports for work on other than his regular work day, shall **be** paid by the Corporation, as a minimum, the equivalent of three (3) hours **work** at his overtime rate whether such employee works or not for each time such employee is so called out and reports for such work.

- An employee who works on a regularly scheduled day on Saturday and/or Sunday shall be paid a premium of 62 cents per hour for all hours worked on such days for which no other premium or bonus is paid.
  - 16.5. Each employee of the Corporation coming within the Local 545 Bargaining Unit who, as part of a regularly scheduled work week, works on the afternoon and/or night shift ending on a Saturday and/or on a Sunday, shall be paid a weekend shift bonus premium of \$1.06 cents per hour for all regular hours worked on such scheduled shifts. The weekend shift bonus premium shall be in lieu of the existing provisions of Article 16.1, and 16.4.

#### **PAID HOLIDAYS**

17.0. Paid Holidays shall mean:

New Year's Day

Good Friday

Easter Monday

Victoria Dav

Dominion Day Civic Holiday Labour Day,

Thanksgiving Day

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Christmas Day Boxing Day 53-100

and any other day proclaimed a holiday by local proclamation, and payment of wages for such Paid Holidays shall only be made to those eligible. It is understood that if any of the above Paid Holidays fall on a Saturday or on a Sunday during any year, the parties hereto shall determine prior to the 31st day of January in each year, whether the holiday shall be observed on the preceding or following normal working day.

All employees who have successfully completed their probationary period prior to December 31 in any calendar year, shall be entitled to one additional designated holiday, to be named a Floating Holiday. The Floating Holiday shall be taken at a time approved by the Department Head or his designate.

17.0.1. Remembrance Day will be recognized as a Paid Holiday if it occurs between Monday and Friday inclusive and payment of wages for such Paid Holiday shall only be made to those eligible.

17.0.2. New employees on probationary period shall observe Paid Holidays and will receive retroactive payment for Paid Holidays as listed after they complete sixty-five (65) days of work as assigned for the Corporation.

Employees absent the working day previ-

17.1.

- ous to or following a Paid Holiday as set out above shall forfeit, in addition to the lost time, the pay for the Paid Holiday itself excepting where previous arrangements have been made with the Department Head or upon production of a Doctor's Certificate or other proof satisfactory to the Corporation.
- 17.2. The Corporation may determine the number and classification of employees who are required to work on any Paid Holiday or the day agreed to as its alternative.
- 17.3. Where the Paid Holiday occurs within a vacation period, a day off or a day's pay in lieu thereof shall be granted to the employeeso affected. If time off is taken, it shall be taken within the calendar year and will be at the discretion of the Department Head.

- 17.4. Where an employee is required to work on a Paid Holiday, he shall receive his regular day's pay. In addition, he shall be compensated at the rate of time and one-half for hours worked. If time off is taken, it shall be at a time agreeable to the employee and Department Head or Deputy.
- 17.5. All work performed by shift workers on Paid Holidays shall be paid for as per Clause 17.4. When a Paid Holiday falls on a shift worker's weekend, it shall be treated as a Paid Holiday, provided the day workers were also paid for the same Paid Holiday.

#### **VACATION WITH PAY**

18.0. All employees affected by this Agreement who have been steadily employed by the Corporation for a period less than twelve months prior to July 1st in any vacation year shall be entitled to one day's vacation with pay for each full month of employment at a time approved by the Department Head or designate, provided that the credit shall be given for the month in which employment commenced if the starting date is prior to the fifteenth of the month. In no event shall

- vacation with pay as hereinbefore provided exceed ten working days.
- 18.1. All employees affected by this Agreement who have been steadily employed by the Corporation for a period of one (1) year or more at July 1st in any vacation year shall receive fifteen (15) working days vacation with pay at a time approved by the Department Head or designate.
- All employees who have been continuously employed by the Corporation for a period of nine (9) years or more at July 1st shall receive twenty (20) working days vacation with pay at a time approved by the Department Head or designate.
- 18.3. All employees who have been continuously employed by the Corporation for a period of seventeen (17) years or more at July 1st shall receive twenty-five (25) working days vacation with pay at a time approved by the Department Head or designate.
  - 18.4. All employees who have been continuously employed by the Corporation for a period of twenty-two (22) years οκ more at July 1st shall receive thirty (30) working days vacation with pay at a time approved by the Department Head or designation.

- nate. In addition, an extra five (5) working days are available to employees reaching their 30th anniversary to be taken once only at any time in their 30th year subject to departmental approval.
  - 18.5. Subject to the approval of the Department Head in other than normal fixed holiday periods, seniority shall be the ruling factor in choice of vacation dates. Where an employee's vacation is divided into two or more periods, the aforementioned seniority shall apply to only the first of such divided periods and which shall be no less than three (3) working days.
  - 18.6. In order to meet the need for early reservation of holiday accommodation, vacation schedules shall be arranged not later than May 15th each year.

# PROMOTIONS -- APPOINTMENTS 37 F-1 19.0. When vacancies occur or new positions

19.0. When vacancies occur or new positions are created, such-shall be posted on the bulletin boards, access to which shall be available to all employees of the Bargaining Unit, such posting clearly indicating the minimum qualifications required. When two or more candidates for any

position are found to have the minimum required qualifications as stipulated in the posting, seniority shall then become the first consideration in the selection of an applicant to fill the position. The method by which applicants are required by the Corporation to file applications shall be stated in the posting.

19.0.1.

In cases of applications for a vacant position which is in the same or a lower salary 276 - group than that in which the employee is presently appointed, the application will be considered, providing the senior applicant possesses the required minimum qualifications for the posted position.

- a) In the event that the applicant is accepted for the position, he will remain in that position for a minimum period of one (1) year, and will be precluded from applying for any position assigned the same or a lower salary group during the period stipulated herein.
- b) It is understood that this procedure does not preclude the employee from applying for a position which is assigned a higher salary group.

- c) It is understood that when two (2) or more candidates apply for a position under the above procedure and possess the required minimum qualifications seniority shall prevail.
- 19.1. Where a position not filled by an internal appointmentand is covered by this Agreement is advertised in the newspapers, such position will be re-posted with a copy of the newspaper advertisement attached.
- 19.2. Any employee who is appointed, promoted, assigned or transferred to a permanent position within the Corporation shall be subject to consecutive appraisal ratings at the expiration of twenty (20), forty (40) and sixty (60) working day periods; such periods shall be calculated from the date of assumption of the new position. If at the end of a sixty-five (65) working day period such employee is declared satisfactory by his Department Head, he shall then be confirmed in the position. If he fails to qualify during the sixty- five (65) working day period, he will return to his former position with no loss of seniority. A written explanation

will be given to the Union. All appraisal reports will be reviewed, initialled and a copy will be provided to the employee.

- 19.3. If, during the first twenty (20) working days, an employee who although satisfactory in his new position reports to the Commissioner, Corporate Services that he is dissatisfied with the position, he may return to the position he previously held and incur no loss whatsoever, providing such move does not create the termination of employment for another employee.
- 19.4. When vacancies occur, or new positions are created in anyjob classification under this Agreement, job postings thereof outlining the position, salary or wages and required qualifications shall be posted on the bulletin boards for a period of five (5) consecutiveworking daysprovided, however, that temporary appointments may be made to fill the said vacant positions. Posting for a vacant position shall be made within three (3) days wherever possible.
- 19.5. The Corporation will provide the Union with the names of all applicants within one (1) week after the posting expiry date.

The Corporation agrees to post on the bulletin board the name of the successful applicant within four (4) working days after a job is filled.

SICK LEAVE 73-18997

20.0. Employees shall receive sick leave accumulated on the following basis, namely, an employee shall have earned and have placed to his credit one and one-half days sick leave credits on the last day of the month during which he completes his probationary period of sixty-five (65) days of work and one and one-half days per month thereafter, provided that the Corporation may require suitable evidence for absence in the event of claim for sick leave pay.

20.1. An employee retiring from the service at the age of sixty- five (65) shall receive payment for unused sick leave accumulated to his credit, but in no event shall he be entitled to more than an amount equal to his salary, wages or other remuneration for one-half the number of days standing to his credit and, in any event, not in excess of the amount he would have earned

in six (6) months at the rate of pay received by him immediately prior to his retirement.

- 20.2 The estate of an employee who dies while in the service of the Corporation shall be paid an amount equal to the unused sick leave accumulated to the credit of the employee, but in no event shall the sum of money so paid be more than an amount equal to the salary, wages or other remuneration for one-half the number of days standing to the credit of the deceased employee, and in any event, not in excess of the amount the deceased employee would have earned in the six (6) months immediately prior to his death. The Union will be supplied with a letter indicating all monies paid out by the Corporation or payable to the estate or beneficiary from any insurance or pension funds.
- 20.3. **An** employee whose services are terminated for reasons other than those provided in paragraph 20.1. and 20.2. will be entitled *to* payment for unused accumulative **sick** leave credits on the following basis:
  - 20.3.1. Over 10 years and less than 15 years of service -- one-half of the unused balance

- or the equivalent of three months' salary earned by him immediately **prior** to date of termination, whichever is the lesser amount.
- **20.3.2.** Over 15 years and less than **20** years of service -- one-half of the unused balance or the equivalent of four months' salary earned by him immediately prior to date of termination, whichever **is** the lesser amount.
- 20.3.3. Over 20 years and less than 25 years of service -- one-half of the unused balance or the equivalent of five months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.
- 20.3.4. Over 25 years of service -- one-half of the unused balance or the equivalent of six months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.
- 20.4. The Corporation shall pay 100% of the premium cost of a Long Term Disability Plan to provide a benefit of 75% of the employee's basic salary.

- 20.5. The Corporation and the Union agree that a Holding Unit will be established for employees who qualify for Long Term Disability Insurance benefits. The Parties agree that the terms of reference to be applied will be as per the recommendation embodied in Report No. 48 of the Board of Control adopted by Council at its meeting held on September 29, 1980. It is understood that an employee who has qualified for LTD benefits will:
  - a) retain seniority for a maximum period of two (2) years;
  - b) will have the option of receiving and paying for benefit coverage through the group plan as it applies to Semi-Private Hospital Accommodation, Extended Health Coverage, and the Dental Plan.

The Corporation shall provide fifty (50) percent of the premium costs for CUMBA Extended Health coverage for employees who qualify for Long Term Disability and are placed in the Holding Unit for a maximum period of two (2) years. It is further understood that credited service for pen-

sion purposes will be maintained under the provisions of the OMERS Plan. Group Life Insurance will be maintained at no cost to the employee provided satisfactory proof of disability is maintained with the insurance carrier. In the event that anemployee in the Holding Unit can return to work within the two (2) yearperiod, the Corporation, in consultation with the Union, will make every effort to return the employee to a suitable position in accordance with the existing provisions of the Collective Agreement.

# PAY ON TEMPORARY TRANSFERS

21.0. Where a position becomes vacant, or an employee will be absent, for a period of up to twelve (12) weeks, the Union agrees to waive the job posting requirements provided that a senior employee within the department concerned, who meets the minimum qualifications for the position, be given first consideration for the position and the Union is so notified. It is further understood that where a position is temporarily vacant for a-period longer than twelve (12) weeks, then the Human Resource Services Division and two (2)

representatives of the Union will meet within three (3) working days to assess the need for posting the position. In the event that agreement is reached, such position shall be posted for two (2) working days and the provisions of Article 19 shall apply.

- 21.1. **An** employee who, for the convenience of the Corporation, is temporarily transferred to another job classification in which the rate of pay is different from that in effect in such employee's job classification, shall be paid while so employed as follows:
- 21.1.1. If the rate of pay in the job classification to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate of pay.
- 21.1.2. If the rate of pay in the job classification to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay in the job classification to which he is temporarily transferred, provided the employee displays efficiency, skill or ability equal to that of the employees in the classification to which he is transferred.

- 21.2. Any employee who, for the convenience and benefit of the employee is temporarily transferred to another job classification instead of being laid off due to lack of work, breakdown of machinery, or other like cause, shall be paid while so employed as follows: 21.2.1. If the rate of pay in the job classification
- to which he is transferred is less than the employee's regular pay, he shall receive the lower rate of pay in the job classification to which he is transferred. 21.2.2. If the rate of pay in the job classification to which he is transferred is higher than the employee's regular pay, he shall re-
- ceive such higher rate, provided he displays efficiency, skill and ability equal to that of the employees in the job classification to which he is transferred. Where he does not display such efficiency, skill and ability, he shall continue to receive his own rate of pay for a period of sixty-five (65) working days and then will receive the higher rate of pay.

# LEAVE OF ABSENCE

- 22.0. Leaveofabsencewithpay shallbegranted to such officers or duly elected or appointed representatives of the Union as may be required to attend meetings called during working hours, or to attend contract negotiations, grievance procedure or any other business that may properly come before the Corporation and the Union. Permission to attend such meetings will
- Permission to attend such meetings will be secured before leaving assigned work.

  No more than one delegate from a Section will be named from a Section of ten employees or less.

  22.0.1. The Corporation agrees that, for the dura-
- tion of this Collective Agreement, three
  (3) members of the Union Executive
  Committee or Job Evaluation Committee
  shall be granted one (1) 'day off per week,
  without loss of basic pay or benefits, to
  - discuss matters of mutual interest. It is understood that this day off will be granted pending the availability of the appropriate Corporation representatives.
- 22.1 Leave of absence with a maximum of four days' pay shall be granted to an employee who suffers a bereavement in his immediation.

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ate family, which is defined as wife or husband (spouse), and child or children. Leave of absence with a maximum of three days' pay shall be granted to an employee who suffers a bereavement with his mother or father, brother or sister, grandparent, grandchild, mother-in-law or father-in-law, and any other relative living in the home of the employee for whom he is required to administer bereavement responsibilities. Upon proof of travel difficulties encountered which prevent the employee from returning to work within the time allowed, an additional leave up to a maximum of two additionalworking days with pay shall be allowed. Reference to spouse will be as defined by the Family Reform Act. It is understoodthat an employee may discuss with his Department Head or designate the subject of permission for absence due to bereavement of persons other than those specified in the Collective Agreement.

22.2. Each employee shall be paid his full wages for a period of jury service provided that he shall deposit with the Corporation Treasurer, the full amount of compensation less travelling, meals and other ex-

penses, received for **his** service from the Sheriff or other authorized persons. Should any employee be subpoenaed or summoned to appear as a witness in a court within the Province of Ontario, then the Corporation will pay the employee's full regular pay per day provided that the employee pays the employer all or any monies, less travelling, meals and other expenses, received for such service as a witness. Pay for any time used during the employee's regular work week for travel to and from places outside the corporate limits of Metropolitan Toronto will not be recognized.

22.3. Leave of absence without pay shall be granted to six (6) elected or appointed delegates to Union conventions, conferences, seminars or similar functions providing that a request for such leave of absence has been made at least one (1) week prior to such absence and that no

22.4. The Corporation may grant leave of absence without pay for any period up to six (6) months, such absence not to affect the

from a Section of a Department.

more than one (1) delegate shall be absent

individual's seniority standing. Requests for leave of absence without pay, within the jurisdiction of the Department Head, shall be submitted by the employee in writing to the Department Head and answeredin writing by the DepartmentHead.

- 22.5. Leave of absence shall be granted to employees who request same to serve in the Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Such seniority will accumulate during the period of absence.
- 22.6. Should an employee obtain full-time employment with the Union, the Corporation shall grant leave of absence without pay for any period up to one year and a second year upon application, such absence not to affect the individual's seniority standing. All benefits shall remain in effect providing the employee shall pay all costs. A further leave of absence may be applied for and may be granted from year to year.
  - 22.7. An employee who is required to attend a sitting of the Citizenship Court during his normal working hours for the purpose of obtaining his Canadian Citizenship shall,

- on two (2) occasions only, be granted one (1) days' leave of absence with pay.
- 22.8. The Corporation agrees to provide Pregnancy/Parental/Adoption leaves of absence in accordance with Appendix B attached hereto.
- 22.9. Leave of absence with a maximum of three (3) days with pay shall be granted to members of the Union Bargaining Committee, for the purpose of preparing bargaining proposals. This leave of absence will be granted provided the Union notifies the Commissioner, Corporate Services five (5) working days in advance.
- 22.10. The Corporation will grant leave of absence with pay to two employees for one (1) day for the purpose of proofreading the 1993-1994 Collective Agreement.
- 22.11. Effective January 1, 1994, subject to Article 20.0, an employee may utilize not more than three (3) working days per calendar year in order 'to care for ill dependents. Such absences shall be deducted from the employee's accumulated sick bank

#### HOSPITAL AND MEDICAL INSURANCE

23.0. The Corporation shall pay, on behalf of the eligible employee, 100% of the premium cost of the CUMBA semi-private hospital accommodationif such accommodation in addition to the standard ward care as provided by the Ontario Health Insurance Plan

23.1. The Corporation shall pay on behalf of participating employees, 100% of the premium cost of the CUMBA Co-operative Health Services Extended Health Care Plan (\$10/\$20 deductible). (Such benefits may be supplied by another carrier mutually satisfactory to the parties).

Coverage will be provided for the services of a licensed Chiropractor, Osteopath, Podiatrist and Chiropodist up to \$15.00 per person, per visit, including **up** to \$35.00 per person per year for x-rays by a Chiropractor, to a maximum of \$200.00 per year, payable only after OHIP ceases to pay any portion of the expenses.

A hearing aid benefit coverage will be provided, to a maximum of \$400.00 per family per benefit year. 70 H - 100

- 23.1.1. A\$175.00 eyeglassbenefit available once per two (2j year period shall be provided for eligible employees under the current CUMBA Comprehensive Medical Protection Plan.
- 23.1.2. The Corporation agrees to one hundred (100) percent of the premium cost for Extended Health Benefit coverage, including the prescription drug and eyeglass benefits, for employees retiring on pension on or after January 1, 1991. Such coverage shall be provided up to the age of sixty-five (65).
  - 23.1.3. Effective July 1, 1989, where an employee who elects early retirement and is eligible for benefits dies prior to his sixty-fifth birthday, the employee's spouse will continue to be covered by said benefits until the anniversary date of the deceased employee's sixty-fifth birthday.

#### **DENTAL PIAN**

23.2. The Corporation will pay 100% of the premium cost of a dental plan providing benefits equivalent to the CUMBA Red Plan (no deductible) and CUMBA Rider 1 (Periodontics/Endodontics) and Rider 2

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(Dentures - 60/40 co-insurance). An Orthodontia Rider will be provided on a 50% co-insurance basis with a maximum lifetime benefit of \$2,000.00, per person, for family coverage. The premium cost of the Orthodontia Rider will be paid in full by the Corporation.

The Corporation will pay 100% of the premium cost for a Major Restorative Plan to be provided on a 50% co-insurance basis with an annual maximum of \$1,000.00 per person for family coverage. This rider will include single crown restorations, inlays, onlays, gold fillings and space maintainers (for children with primary teeth). The premium and service costs for this coverage are 100% Corporation-paid.

#### INSURANCE AND PENSIONS

The Corporation shall pay 100% of the premium cost of a mutually agreeable 706group life insurance plan which provides for an amount of insurance which is equal to 200% of annual salary adjusted to the next lower multiple of \$1,000 if not already a multiple of \$1,000. フセーアクタ

- 23.4. Employees enrolled in the Metro Pension Plan will contribute at the same rate and receive pension benefits equivalent to those provided by the O<sub>2</sub>M.E.R.S. Plan in effect on January 1, 1979.
  23.5. In the event the Corporation is obligated
- by Provincial or Federal legislation to contribute towards the cost of benefits similar to one or more of the benefits provided under the above mentioned plans, the Corporation may terminate or revise the plans affected in order to eliminate any duplication of benefits. The Corporation agrees to inform the Union prior to any terminations or revisions. The Corporation agrees to contribute to any new plans on the same percentage basis as it contributed to the plans replaced.

  23.6. The Corporation shall provide a paid up
- 23.6. The Corporation shall provide a paid up life insurance policy of three thousand dollars (\$3,000.00) for employees retiring at age sixty-five (65) and early retirees upon the attainment of age sixty- five (65).
- Employees who retire before age sixtyfive (65) shall be entitled to have their

Group Life Insurance coverage continued on the present basis of coverage to age sixty-five (65), provided that any employee opting to continue such insurance coverage shall pay to the Corporation seventy-five (75) percent of the premium cost at the group rate and the Corporation shall pay twenty-five (25) percent of the premium cost. In the event that an employee does not select to continue such insurance coverage, the Corporation shall provide a paid up life insurance policy of three thousand dollars (\$3,000.00).

23.8 The Corporation and the Union agree that the annual Unemployment Insurance rebate shall be utilized by the Corporation to offset the cost of employee benefits.

#### WORKERS' COMPENSATION

24.0. Any employee injured while on duty and unable to work because of such injury shall be paid 75% of his regular pay by the .Corporation until such time as ruling has been made in connection with his claim by the Workers' Compensation Board.

24.1. 681 The Corporation shall pay in addition to the amount as stipulated in 24.0. herein, 25% of an employee's regular pay for a period not exceeding three (3) months from the date of his injury providing he is unable to work because of such injury.

24.2. Wherein an action arising out of an accident to an employee, the Corporation recovers from a third person as a result of such accident a larger amount exclusive of costs than the amount paid to or on behalf of such employee, including the cost of the services of the Solicitorfor the Corporation, any surplus amount shall be paid to such employee upon retirement or, in the event of death, to his beneficiary.

# SAFETY

- 25.0. The Corporation will, at the discretion of the Department Head, supply parkas for certain employees whose duties require them to perform outdoor work for the majority of their work week during the winter months.
- 25.1. Proper safety measures shall be required at all times to protect employees. Protec-

tive clothing and equipment shall be supplied as considered necessary by the Corporation, at no cost to the employee, who will return such clothing or equipment upon separation, and will be responsible for care of this equipment while in his possession.

- 25.2. Footwear: The Corporation will provide, at the discretion of the Corporation, winter and summer footwear as required for permanent employees.
- 25.3. The Corporation will provide, at the discretion of the Department Head, a summer clothing issue for permanent employees on May 1 of each year.
- 25.4. The Corporation will recognize a Joint Occupational Healthand Safety Committee structure as directed by the Minister under the provisions of the Occupational Health and Safety Act. Furthermore, the Corporation will recognize practices and procedures agreed to by the Joint Committees
- 25.5 Employees are required to wear safety footwear, as required by the Occupational Health and Safety Act, and issued cloth-

ing at work where deemed necessary by the Corporation.

# **EMPLOYEE SUPPORT PROGRAM**

26.0. The parties agree to provide assistance and co-operation in matters affecting mental illness, alcoholism and drug addiction. A joint committee will meet as necessary to deal with the above subjects.

# GENERAL

- 27.0. The Corporation agrees that it will not either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward or committee member at large of the Union.
- 27.1. Wherever the masculine or singular has been used throughout this Agreement, it shall be taken to include the feminine or plural where the context so allows.
- 27.2. Copies of all By-Laws, Resolutions or Policies which directly affect the Union or its members shall be forwarded to the Secretary of the Union.

- 27.3. The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Corporation shall endeavour to print the Agreement within ninety (90) working days of the date on which the Agreement is signed and issue a copy to each employee; costs to be shared equally by the parties.
- 27.4: No work injob categories covered by this Agreement shall be contracted out at the expense of permanent employees being laid off.
- 27.5. The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Corporation on matters arising out of the administration of this Collective Agreement.
- 27.6. The Corporation agrees to consult with Local 545 one (1) month **prior** to the introduction of new equipment which might affect the existing job classification of its members. The Corporation further agrees that training program?' shall be made available to employees who wish to

qualify themselves to operate the said equipment and/or learn new systems.

27.7. It is agreed that an employee can request an opportunity to review his personnel file in the presence of an appropriate official of the Human Resource Services Division.

#### **TERMINATION**

This Agreement shall remain in force for 28.0 a period of two (2) years from the first day of January 1993 and shall continue to remain in force from year to year thereafter unless in any year the Corporation or Local 545 desiring or proposing any change or alteration to this agreement, in respect to any of the matters herein provided, shall give to each other written notice of the desire of proposed changes or alterations within the fifteen (15) day period prior to the 16th day of October in any year. Both such parties shall then begin to negotiate in good faith in respect to the matters which is so proposed to change or alter. Notwithstanding the above, retroactivity shall be confined solely to wage increases (Clause 15.4.) and not to any other benefit and shall be effective for all permanent employees on staff as at date of ratification.

IN WITNESS WHEREOF the Corporation and the Union have hereunto affixed their respective Corporate Seals attested by the hands of their respective officers in that behalf duly authorized.

# THE CORPORATION OF THE CITY OF SCARBOROUGH

J. TRIMMER, Mayor

D.WESTWATER, Clerk

# THE SCARBOROUGH MUNICIPAL OFFICE EMPLOYEES' UNION, LOCAL 545

Canadian Union of Public Employees

R. ARMSTRONG, President

A. JAUNDOO, Secretary

# **SALARY GROUP 1**

#### **SALARY GROUP 2**

#### **SALARY GROUP3**

# **SALARY GROUP 4**

Cashier In-Training Mail Clerk 2 Tax Clerk/Typist

#### **SALARY GROUP 5**

Clerk/Typist

File Clerk (Works)

Information Clerk, Small Business Centre

Nursing Receptionist

Receptionist (Health)

Tour Guide

#### **SALARY GROUP 6**

Cashier (Qualified)

Clerk 2

Clerk/Typist

Data Control Clerk (Health)

Information Clerk

Input/Output Clerk

Intake Clerk

Intermediate Mail Clerk

Microfilm Equipment Operator In-Training Purchasing Clerk Word Processor/Planning Clerk A

### **SALARY GROUP7**

Account Clerk 1

Accounts Payable Clerk 1

Cashier - Intermediate

Cinot Clerk

Clerk/Stenographer

Clerk Typist/Input Operator

Clinic Clerk

Clerk Typist - Input Operator/Floater

Collecting Clerk/Input Operator

Contract Clerk

Data Input Clerk/Typist

**Duplicating Machine Operator** 

Health Promotion & Nutrition Clerk

Health Promotion Clerk - AIDS

**Incident Reporting Clerk** 

Input Clerk/Stenographer

Input Clerk/Typist

Input/Output Clerk - Inspection Services

Insurance Clerk

Junior Payroll Clerk

Legal Clerk Typist

Operations Clerk

Parks Maintenance Mgmnt Asst In-Training

Payment Processing Clerk Payroll Input Clerk

Permit Clerk/Typist

PH Preventive Dental Asst - 10-Month

Planning Administration Clerk

Planning Information Officer In-Training

Program Clerk

Property Information Clerk In-Training

Purchasing Clerk/Input Operator

Records Management Clerk In-Training

Records Management Input/Clerk

Recreation Complex Clerk Senior Information Clerk

Tax Clerk (Arrears)

Tax Clerk (Changes)

Tax Clerk (Counter)

Tax Clerk (Inquiry)

Tax Clerk (Mail)

Tax Clerk (Postdates)

Tax Clerk (Supplementary)

Technical Clerk/Typist B

Technical Draftsperson B

Telephone Console Operator

Text Editing/Receptionist Clerk

Traffic Clerk

Traffic Fieldperson

Utility/Word Processing Clerk

Word Processor/Input Operator

#### **SALARY GROUP 8**

Accounting Clerk II

Administrative Assistant

**Building Information Clerk** 

Communications Administration Clerk

Dental Clerk

Elections & Assessment Clerk

Fire Administration Clerk

Floater Operator

Graphic Designer In-Training

Information Systems Clerk

Information/Administrative Clerk

Input/Output Stenographer

Nursing Clerk

Output Control Clerk

Planning Technician In-Training (Mapping)

Registration Clerk/Floater

Resource Assistant

Senior Tour Guide

Stenographer 3

Supplies and Equipment Control Clerk

Survey Technician In-Training (Eng)

Survey Technician In-Training (Legal)

Systems Reporting Clerk

Systems Reporting Clerk (Garage)

Tax Clerk (Apportionments)

Technical Clerk/Typist

Technical Clerk/Typist A

Word Processor/Development Clerk Word Processor/Input/Operator Word Processor/Inquiry Clerk Word Processor/Planning Clerk Word Processor/Senior Clerk Yard Administration Clerk

# SALARY GROUP 9

Accounts Receivable Clerk Accounting Clerk/Input Operator Administration Clerk **Budget Clerk** Control Clerk Development Clerk/Stenographer Document Control Clerk In-Training **Drafting Technician In-Training Engineer Inspector In-Training** GIS/Mapping Technician In-Training Inventory Input/Output Clerk

Junior Buver

Legal Stenographer Library Technician

License Clerk

Mapping/CAD Technician In-Training Municipal Property Recreation Draftsperson **Operations Clerk** Parks Maintenance Management Assistant

Parks Program Administration Clerk

Permit Application Controller In-Training

Planning Information Officer

Property Information Clerk Real Estate Clerk/Stenographer

Records Management Clerk

Recreation Program Administration Clerk

Senior Mail Clerk

Senior Mail Clerk (Tax)

Senior Records Centre Clerk B

Senior Survey Drafting Technician In-Training

Solid Waste/Recycling Assistant

Tax Clerk (Business)

Tax Clerk (Certificates)

Tax Clerk (Credits)

Tax Clerk (Journals)

Technical Draftsperson A

Telephone Console Supervisor

Utility Clerk (Tax)

Utility Clerk - Tax Accounting

Utility/Word Processing Clerk A

Utility/Word Processing Clerk A

Word Processor/Administrative Clerk

Word Processor/Legal Services Clerk

Works Accounting Clerk

Works Plan Examiner C In-Training

#### **SALARY GROUP 10**

Accounting Clerk

Accounting Clerk/Input Operator

By-law Enforcement Officer - Pub. R/O/W B

Conveyancer/Title Searcher In-Training Feasibility Study Coordinator

Graphic Designer B

Information/Inquiry Clerk II Intermediate Payroll Clerk

Landscape Architectural Technician

Marketing & Business Development Asst

Municipal Property Records Draftsperson B Offset Pressman

Planning Technician B (Mapping)

Prosecutions Clerk
Tax Clerk (Accounting)

Tax Clerk (Assessment Appeals)

Tax Clerk (Assessment Control)

Tax Clerk (Courts)

Traffic Investigator In-Training
Vital Statistics Clerk

SALARY GROUP 11

Accounting Clerk

Accounts Payable Clerk 2

Animal Care Officer

Document Control Clerk

Drafting Technician B

Engineering Systems Specialist In-Training

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Engineering Inspector 2 Field Inspector GIS/Mapping Technician B Graphic Designer A Junior CADD Technologist Land Development Assistant Legal Assistant In-training Mapping/CAD Technician B Microcomputer Programmer Part-time Payroll Clerk Permit Application Controller Planning Technician A (Mapping) Revenue Analyst In-Training Senior Cashier Senior Clerk (Garage) Senior Vital Statistics Clerk Senior Pre-planning Technician B Senior Records Centre Clerk A Senior Survey Drafting Technician B Subdivision Development Assistant Survey Technician (Eng.) Survey Technician (Legal) Water Quality Technician Works Plan Examiner C

#### **SALARY GROUP 12**

CAD Arch. Technologist In-Training Computer Control Clerk Conveyancer/Title Searcher Information/Inquiry Clerk I

Municipal Property Records Draftsperson

Property Standards Inspector In-Training

Senior Accounting Clerk (RP&C)

Senior Accounting Clerk (Works)

Senior Arrears Clerk

Senior Permit Application Controller

Street Light/Parking Technician

Street Operations Technologist In-Training

Technical Assistant II

Traffic Investigator

Traffic Operations Inspector

Transportation Information Analyst

Waste Water Mngmnt Technologist In-Training

# **SALARY GROUP 13**

Animal Centre Operations Assistant

Building Examiner/Inspector In-Training By-law Enforcement Officer - Public R/O/W A

Computer Operator

**Development Engineering Inspector** 

Distribution Services Supervisor

**Engineering Inspector 1** 

Financial Analyst

General Accounting Clerk

IntermediateEngineeringSystemsSpecialist

Junior Programmer

Legal Assistant

Mechanical Examiner/Inspector In-Training

Permit Expeditor - Examiner
Planner C
Records Analyst
Senior Clerk - Revenue
Senior Mail and Services Clerk
Senior Traffic Investigator
Sign Plan Examiner/Inspector In-Training
Street Light/Park Technician In-Training
Supervisor, Traffic Investigation In-Training
Zoning & Site Dev. Examiner In-Training

### **SALARY GROUP 14**

CAD Architectural Technologist B CADD Technician Chief License Inspector Collector/Court Clerk Conveyancer/Law Clerk Development Technologist Drafting Senior Technician A GIS/Mapping Technician A Intermediate CADD Technologist Landscape Architectural Technologist B Mapping/CAD Technician Printing Supervisor Property Standards Inspector **Public Health Inspector** Revenue Analyst Senior Buyer Senior Collection Clerk

Senior Planning Technician (Mapping)

Senior Pre-planning Technician A

Senior Survey Drafting Technician A

Senior Survey Technician (Eng.) Senior Survey Technician [Legal)

Street Operations Technologist B

Supervisor of Payroll

Technical Assistant (Street Services)

Technical Assistant (WWM)

Technical Assistant I

Waste Water Management Technologist B

Water Ouality Investigator

Workflow and Forms Analyst

Works Plan Examiner C/Inspector

### **SALARY GROUP 15**

Building Examiner/Inspector

Design Draftsman

**Development Technician** 

HVAC/Plumbing Examiner/Inspector

Intermediate Programmer

Mechanical Examiner/Inspector

Planner R

Plumbing Examiner/Inspector

Property Information Controller

Real Estate Appraiser/Negotiator In-Training

Research Development Analyst

Sign Plan Examiner/Inspector

Supervisor, Accounts Payable

Supervisor, Levying & Billing Supervisor, Payroll & Revenue Supervisor, Tax Accounting Records Supervisor, Traffic Investigation A Water Quality Inspector Zoning & Site Dev. Examiner/Inspector

### **SALARY GROUP 16**

Engineering Planning Technician
Project Technologist
Senior Engineering Systems Specialist
Senior Mechanical/Examiner Inspector
Senior Property Standards Inspector
Senior Public Health Inspector
Site Development Examiner/Inspector
Street Light/Parking Technician
Supervisor, Municipal Property Records
Tobacco Use Prevention Co-ordinator
Utilities Design & Construction Co-ordinator
Zoning Plan Examiner

### SALARY GROUP 17

Building Official - Technologist A
CAD Architectural Technologist A
Construction Technologist
Development Technologist A
Mechanical Regulations Specialist
Planner A

Plumbing Systems Specialist
Property Standards Specialist/Inspector
Real Estate Appraiser/Negotiator B
Senior Building Examiner/Inspector
Senior CADD Technologist
Senior HVAC/Plumbing Examiner Inspector
Senior Programmer
Senior Works Engineering Inspector
Senior Zoning & Site Development Examiner/Inspector
Street Operations Technologist A
Supervisor Public Health Inspection
Supervisor - Traffic Investigations
Waste Water Management Technologist A

### **SALARY GROUP 18**

Building Official - Graduate in Engineering/ Architecture
Building Regulations Specialist
Development Technologist
Environmental Technologist
HVAC/Plumbing Regulations Specialist
Project Technician

# APPENDIX "A" CITY OF SCARBOROUGH SALARY SCHEDULE

	CIT	Y OF SCARB	OROUGH SA	LARY SCHE	DULE - LOC.	AL 545	
		1993/94 ANN	UAL SALARY	EFFECTIVE J	ANUARY 1, 1	993	
	Point	6 Months	18 Months	30 Months	42 Months	54 Months	
Group	Value	Step 1	Step 2	Step3	Step 4	Step 5	Step 6
1	1.60	\$19,754.04	\$20,268.52	\$21,237.73			
2	165-170	21,498.10	22,010.76	23,030.33			·
3	175-180	22,292.26	22,806.22	23,890.23	c\$24,974.24		
4.	185-190	24,261.48	24,775.70	25,928.07	27,082.20		z, <del></del>
5.	195-200	25,747.79	26,262.53	27,498.12	28,734.76	**	÷
6	205-210	26,064.78	26,576.91	27,878.77	29,184.01	\$30,487.43	,
7	215-220			29,605.35			
8	225-230						
	235-240						\$36,413.88
	245-255						37,950.02
							40,370.84
							42,791.67
							45,214.84
							47,638.28
							50,061.78
							52,482.28
							54,904.93
							57,328.89
19	380-390		49,357.82 (2nd <b>Vr</b> )		54,552.73	57,151.22	59,749.98
	1 2 3 4 5	Group         Point Value           1         160           2         165-170           3         175-180           4         185-190           5         195-200           6         205-210           7         215-220           8         225-230           9         235-240           10         245-255           11         260-270           12         275-285           13         290-300           14         305-315           15         320-330           16         335-345           17         350-360           18         365-375	Group         Point Value         6 Months Step 1           1         160         \$19,754.04           2         165-170         21,498.10           3         175-180         22,292.26           4         185-190         24,261.48           5         195-200         25,747.79           6         205-210         26,064.78           7         215-220         27,465.77           8         225-230         29,213.23           9         235-240         29,453.25           10         245-255         30,641.88           11         260-270         32,546.40           12         275-285         34,543.54           13         290-300         36,543.54           14         305-315         38,275.87           15         320-330         40,275.62           16         335-345         42,276.41           17         350-360         44,276.15           18         365-375         46,279.55	1993/94 ANNUAL SALARY           Point Value         6 Months Step 1         18 Months           1         160         \$19,754.04         \$20,268.52           2         165-170         21,498.10         22,010.76           3         175-180         22,292.26         22,806.22           4         185-190         24,261.48         24,775.70           5         195-200         25,747.79         26,262.53           6         205-210         26,064.78         26,576.91           7         215-220         27,465.77         28,235.41           8         225-230         29,213.23         29,982.87           9         235-240         29,453.25         30,222.11           10         245-255         30,641.88         31,413.34           11         260-270         32,546.40         33,350.21           12         275-285         34,543.54         37,352.31           13         290-300         36,543.54         37,352.31           14         305-315         38,275.87         39,352.32           15         320-330         40,275.62         41,353.89           16         335-345         42,276.41         43,353.89 <td>I993/94 ANNUAL SALARY EFFECTIVE J Point           Group         Value         6 Months Step 1         18 Months Step 2         30 Months Step 3           1         160         \$19,754.04         \$20,268.52         \$21,237.73           2         165-170         21,498.10         22,010.76         23,030.33           3         175-180         22,292.26         22,806.22         23,890.23           4         185-190         24,261.48         24,775.70         25,928.07           5         195-200         25,747.79         26,262.53         27,498.12           6         205-210         26,064.78         26,576.91         27,878.77           7         215-220         27,465.77         28,235.41         29,605.35           8         225-230         29,213.23         29,982.87         31,423.26           9         235-240         29,453.25         30,222.11         31,727.20           10         245-255         30,641.88         31,413.34         32,998.53           11         260-270         32,546.40         33,350.21         35,106.02           12         275-285         34,543.54         37,352.31         39,318.14           14         305-315</td> <td>1993/94 ANNUAL SALARY EFFECTIVE JANUARY 1, 1°           Point Value         6 Months Step 1         18 Months Step 2         30 Months Step 4         42 Months Step 4           1         160         \$19,754.04         \$20,268.52         \$21,237.73            2         165-170         21,498.10         22,010.76         23,030.33            3         175-180         22,292.26         22,806.22         23,890.23         \$24,974.24           4         185-190         24,261.48         24,775.70         29,280.07         27,082.20           5         195-200         25,747.79         26,262.53         27,498.12         28,734.77           6         205-210         26,064.78         26,576.91         27,878.77         29,184.01           7         215-220         27,465.77         28,235.41         29,605.35         30,975.83           8         225-230         29,453.25         30,222.11         31,727.20         33,252.90           9         235-240         29,453.25         30,222.11         31,727.20         33,252.90           10         245-255         30,641.88         31,413.34         32,998.53         34,648.94           11         260-270         3</td> <td>Group         Value         Step 1         Step 2         Step 3         Step 4         Step 5           1         160         \$19,754.04         \$20,268.52         \$21,237.73              2         165-170         21,498.10         22,010.76         23,030.33              3         175-180         22,292.26         22,806.22         23,890.23         \$24,974.24            4         185-190         24,261.48         24,775.70         25,928.07         27,082.20            5         195-200         25,747.79         26,262.53         27,498.12         28,734.76            6         205-210         26,064.78         26,576.91         27,878.77         29,184.01         \$30,487.43           7         215-220         27,465.77         28,235.41         29,605.35         30,975.83         32,347.08           8         225-230         29,213.23         29,982.87         31,422.26         32,859.21         34,320.21           9         235-240         29,453.25         30,222.11         31,727.20         33,252.90         34,834.43           10         245-255         30,641.88</td>	I993/94 ANNUAL SALARY EFFECTIVE J Point           Group         Value         6 Months Step 1         18 Months Step 2         30 Months Step 3           1         160         \$19,754.04         \$20,268.52         \$21,237.73           2         165-170         21,498.10         22,010.76         23,030.33           3         175-180         22,292.26         22,806.22         23,890.23           4         185-190         24,261.48         24,775.70         25,928.07           5         195-200         25,747.79         26,262.53         27,498.12           6         205-210         26,064.78         26,576.91         27,878.77           7         215-220         27,465.77         28,235.41         29,605.35           8         225-230         29,213.23         29,982.87         31,423.26           9         235-240         29,453.25         30,222.11         31,727.20           10         245-255         30,641.88         31,413.34         32,998.53           11         260-270         32,546.40         33,350.21         35,106.02           12         275-285         34,543.54         37,352.31         39,318.14           14         305-315	1993/94 ANNUAL SALARY EFFECTIVE JANUARY 1, 1°           Point Value         6 Months Step 1         18 Months Step 2         30 Months Step 4         42 Months Step 4           1         160         \$19,754.04         \$20,268.52         \$21,237.73            2         165-170         21,498.10         22,010.76         23,030.33            3         175-180         22,292.26         22,806.22         23,890.23         \$24,974.24           4         185-190         24,261.48         24,775.70         29,280.07         27,082.20           5         195-200         25,747.79         26,262.53         27,498.12         28,734.77           6         205-210         26,064.78         26,576.91         27,878.77         29,184.01           7         215-220         27,465.77         28,235.41         29,605.35         30,975.83           8         225-230         29,453.25         30,222.11         31,727.20         33,252.90           9         235-240         29,453.25         30,222.11         31,727.20         33,252.90           10         245-255         30,641.88         31,413.34         32,998.53         34,648.94           11         260-270         3	Group         Value         Step 1         Step 2         Step 3         Step 4         Step 5           1         160         \$19,754.04         \$20,268.52         \$21,237.73              2         165-170         21,498.10         22,010.76         23,030.33              3         175-180         22,292.26         22,806.22         23,890.23         \$24,974.24            4         185-190         24,261.48         24,775.70         25,928.07         27,082.20            5         195-200         25,747.79         26,262.53         27,498.12         28,734.76            6         205-210         26,064.78         26,576.91         27,878.77         29,184.01         \$30,487.43           7         215-220         27,465.77         28,235.41         29,605.35         30,975.83         32,347.08           8         225-230         29,213.23         29,982.87         31,422.26         32,859.21         34,320.21           9         235-240         29,453.25         30,222.11         31,727.20         33,252.90         34,834.43           10         245-255         30,641.88

#### CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545

1993/94 61-WEEKLY SALARY EFFECTIVE JANUARY 1, 1993

	Point	6 Months	18 Months	30 Months	42 Months	54 Months	
Group	Value	Step 1	Step2	Step3	Step4	Step 5	Step6
1	160	\$757.17	\$776.89	\$814.04			
2	165-170	824.02	843.67	882.75			
3	175-180	854,46	874.16	915.71	\$957.26		
4	185-190	929.94	949.65	993.82	1038.06		-
5	195-200	986.91	1,006.64	1,054.00	1,101.40		
6	205-210	999.06	1,018.69	1,068.59	1,118.62	\$1,168.58	
7	215-220	1,052.76	1,082.26	1,134.77	1,187.30	1,239.86	
8	225-230	1,119.74	1,149.24	1,204.45	1,259.49	1,315.49	
9	235-240	1,128.94	1,158.41	1,216.10	1,274.58	1,335.20	\$1,395.74
10	245-255	1,174.50	1,204.07	1,264.83	1,328.09	1,391.32	1,454.62
11	260-270	1,247.50	1,278.31	1,345.61	1,412.86	1,480.15	1,547.41
12	275-285	1,324.05	1,355.06	1,426.35	1,497.66	1,568.92	1,640.20
13	290-300	1,400.71	1,431.71	1,507.06	1,582.33	1,657.75	1,733.08
14	305-315	1,467.11	1,508.37	1,587.85	1,667.11	1,746.55	1,825.97
15	320-330	1,543.76	1,585.09	1,668.49	1,751.90	1,835.40	1,918.87
16	335-345	1,620.45	1,661.75	1,749.30	1,836.73	1,924.17	2,011.64
17	350-360	1,697.10	1,738.41	1,830.05	1,921.44	2,013.05	2,104.50
18	365-375	1,773.89	1,815.21	1,910.71	2,006.23	2,101.73	2,197.41
19	380-390	1,850.53	1,891.88	1,991.47	2,091.00	2,190.60	2,290.21
		(1st Yr.)	(2ndYr.)	(3rdYr.)			

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### CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545

			1993/94 OV	ERIIME <b>PAY</b>	EFFECTIVE <b>JA</b>	MUARY 1, 19	93	
	Group	Point Value	6 Months Step 1	18 Months Step2	30 Months Step3	42 Months Step4	54 Months Step 5	Step6
	1	160	\$16.225	\$16.648	\$17.444			
	2	165-170	17 658	18.079	18916	_		
	3	175-180	18310	18.732	19622	\$20,513		
	4	185-190	19927	20.350	21 296	22.244		
	5	195-200	21 148	21.571	22 586	23.601		
	6	205-210	21 408	21.829	22 898	23.970	\$25.041	
	7	215-220	22 559	23.191	24.317	25.442	26.568	_
	8	225-230	23 994	24.627	25 810	26.989	28.189	
,	9	235-240	24 192	24.823	26 059	27.312	28.611	\$29.909
	10	245-255	25 168	25.802	27104	28.459	29.814	31,170
	11	260-270	26 732	27.392	28 835	30.276	31.718	33.159
	12	275-285	28 373	29.037	30 565	32.093	33.620	35.147
	13	290-300	30.015	30.680	32 294	33.907	35,523	37.137
	14	305-315	31 438	32.322	34 025	35.724	37.426	39.128
	15	320-330	33 081	33.966	35 753	37.541	39.330	41.119
	16	335-345	34 724	35.609	37 485	39.359	41.232	43.107
	17	350-360	36 366	37.252	39 21 5	41.174	43.137	45.096
	18	365-375	38012	38.897	40 944	42.991	45.037	47.087
	19	380-390	39 654 (1st Yr )	40.540 (2nd Yr.)	42 674 (3rd Yr )	44.807	46.941	49.076

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### APPENDIX B

# PREGNANCY, PARENTAL AND ADOPTION LEAVE 58A-01754B-018

Provision of Leave: 61A-018

Pregnancy, parental and adoption leaves of absence will be granted to employees in accordance with the terms of the Employment Standards Act.

Pregnancy leave is available for a period of up to 17 weeks in duration and, in addition, an unpaid parental/adoption leave is available to both parents for a period of up to 18 weeks in duration.

An employee who qualifies for such leave(s) must give the Corporation 2 weeks written notice of the date the leave is to begin and 4 weeks notice prior to the date the leave is to end.

#### **Benefits:**

The Corporation agrees to continue paying the appropriate share of fringe benefits in accordance with the Collective Agreement for employees on approved pregnancy, adoption and parental leaves, except that employees must pay normal pension contributions, and for Dependents Life Insurance,, if applicable or elect in writing not to continue to participate.

Seniority continues to accrue for the full duration of an approved pregnancy leave, parental leave, or adoption leave.

Vacation accumulation applies only during the 17-week pregnancy leave and up to an additional 9 weeks of parental/adoption leave, if applicable.

There is no sick leave accumulation or paid holidays during the pregnancy or parental/adoption leaves, pursuant to the terms and conditions of the Supplemental Unemployment Benefit (SUB) Plan attached.

### Salary Top-up: 57 /15075

The Corporation will provide to an employee who is in receipt of U.I.C. maternity benefits an additional amount to ensure that the employee receives a total of seventy-five (75) percent of regular salary, pursuant to the terms and conditions of the Supplemental Unemployment Benefit (SUB) Plan attached. This provision extends only to the period granted for U.I.C. maternity purposes.

## Corporation of the City of Scarborough Supplemental Unemployment Benefit Plan

The object of the Supplemental Unemployment Benefit Plan, hereinafter referred to as SUB Plan,

is to supplement unemployment insurance benefits paid by the Canada Employment and Immigration Commission during a period of unemployment.

A SUB Plan must meet all the conditions of subsection 57(13) of the Unemployment Insurance Regulations and must have received Commission acknowledgement to that effect, otherwise the SUB payments will be considered as earnings and may be subject to deduction from the unemployment insurance benefits payable to the employees.

The undersigned representatives and/or principals of the parties agree to implement a SUB Plan as per the following conditions and subject to the approval of the Canada Employment and Immigration Commission.

- The following groups of employees are covered by the SUB Plan:
  - Canadian Union of Public Employees, Local 368
  - ii) Canadian Union of Public Employees, Local 545
  - iii) International Association of Fire Fighters, Local 626
  - iv) Ontario Nurses Association, Local 56
  - v) Exempt, Executive Exempt, and Department Heads

- The SUB Plan is to supplement the unemployment insurance benefits received by employees for temporary unemployment caused by pregnancy.
- 3. Employees must apply for and be in receipt of unemployment insurance benefits before SUB becomes payable.
- 4. Employees disentitled or disqualified from receiving unemployment insurance benefits, including the waiting period, are not eligible for benefits under the City's SUB Plan.
- 5. The maximum number of weeks for which SUB is payable during a layoff due to pregnancy is fifteen (15) weeks during which the employee is in receipt of unemployment insurance benefits.
- Employees do not have a right to SUB payments except for supplementation of unemployment insurance benefits for the unemployment period as specified in the Plan.
- 7. Employees must provide the employer with proof that they are receiving unemployment insurance benefits by submitting each and everyunemployment insurance benefit statement card to the Payroll Section of the Finance and Management Services Department.

- 8. The employer uses the submission of the employee's unemployment insurance benefits or other earnings.
- 9. The benefit level paid under this plan is set at seventy-five percent (75%) of the employee's normal weekly salary. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by an employee will not exceed ninety-five percent (95%) of the employee's normal weekly earnings.
- The City's SUB Plan is financed from the employer'sgeneral revenues. SUB payments will be kept separate from payroll records.
- 11. The employer will indicate on the Record of Employment that the employee is entitled to SUB by writing "SUB" in Item 22 under "Comments".
- 12. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB Plan.
- 13. The duration of the SUB Plan is effective January 1, 1991 and will continue as per the term of the collective agreements entered

into between the City and the above named unions and associations. Where the term of a collective agreement has expired or in the case of Exempt, Executive Exempt, and Department Heads, notification to the Commission will be made by the City to extend or advise of the duration of the SUB Plan.

- The employer will inform the Canada Employment & Immigration Commission in writing of any change to the plan withinthirty (30) days of the effective date of change(s).
- The employer's Revenue Canada Taxation number is STO 40010-7.
- The number of employees covered under the SUB Plan is 2001.

William Guthrie President C.U.P.E. Local 368 Russ Armstrong President C.U.P.E. Local 545

Barry Papaleo President I.A.F.F., Local 626 Carol McCluskey Employment Relations Officer Ontario Nurses Association

Jacqueline G. Campbell Commissioner, Corporate Services

Dated: October 27, 1992

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Intent

It is agreed that during an employee's ninth, seventeenth and twenty-second calendar year of service the vacation entitlement can be taken at any time during that year, provided that if the employee terminates prior to his/her anniversary date, it will be necessary to pay back to the Corporation any vacation days owing.

In addition, an extra five (5) working days are available to employees reaching their 30th anniversary to be taken once only at any time in their 30th year subject to departmental approval.

Any disputes arising from the application of the vacation entitlement provisions will fall within the jurisdiction of the Commissioner, Corporate Services.

Sincerely,

J.G. Campbell
Commissioner, Corporate **Services** 

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

The Corporation agrees to amend the Employee Handbook as required.

Sincerely,

J.G. Campbell, Commissioner, Corporate Services

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Understanding -- Works Engineering Inspectors

The parties agree to hold discussions, during the term of this Agreement, to consider the alternative options so as to resolve the problems associated with the unbalanced seasonal workload in the Technical Services Inspection function of the Works Department.

Sincerely,

J.G. Campbell,

Commissioner, Corporate Services

June 10, 1993.

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Understanding

The parties agree that applicants who are currently employed under a temporary **job** vacancy posting will not be considered for another temporary **job** vacancy posting until the first two (2) months **of** the temporary **job** assignment have been completed.

Sincerely,

J.G. Campbell, Commissioner, Corporate Services.

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Understanding -- Technological Change

The Corporation agrees to meet with the Union as required to discuss matters related to the implementation of technological change. It is understood that such discussions will include the subjects of health and safety and job security.

Sincerely,

J.G. Campbell, Commissioner, Corporate Services.

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Understanding

Whenincome tax (T-4) slips are issued to the employees, the Corporation shall type on the amount of Union Dues paid in the previous year by each Union member, provided that the Union submit to the Corporation, on an annual basis, a letter stating that such amounts represent Union Dues only.

Sincerely,

J.G. Campbell, Commissioner, Corporate Services

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Understanding

Where an employee on a scheduled period of vacation is admitted to hospital as an inpatient, as the result of illness or injury, he shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written notice is given to the Department Head at the commencement of the hospitalization and, that upon the employee's return, the hospitalization is verified by O.H.I.P. The period of vacation shall be rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period.

In the event of extenuating circumstances the employee will be permitted Union representation and the matter referred to the Commissioner, Corporate Services for a final decision.

Sincerely,

J.G. Campbell, Commissioner, Corporate **Services**  June 10; 1993

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Understanding -- Summer Student Program

During the process of negotiations, the Corporation agreed to outline the terms and conditions of employment for summer students employed between the period May 1 to September 30, 1993.

The parties agree to the following terms of reference:

- Summer student will be defined as a person who attended secondary school, college or university on a full-time basis during the previous school year and who will continue to attend during the following school year.
- 2) The qualifications, duties and responsibilities will be less than required for a permanent job classification covered under the existing Appendix "A".
- The Student will be eligible to participate in the following benefits.
  - a) Overtime Pay in accordance with the current agreement,
  - b) Protective Clothing as considered necessary

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by the Corporation;

- Vacation Pay at 4% in accordance with the Employment Standards Act and paid to the employee on a bi-weekly basis;
- Paid Holidays in accordance with the existing provision for temporary employees.
- It is understood that Union Dues will be deducted after twenty (20) working days of service or accumulated service.
- 5) Salaries for the year 1993, effective May 1, will be as follows:

Student Clerical Work -- \$8.93 per hour Student Technical Work -- \$10.19 per hour.

Student employment will be subject to the conditions of the Workers' Compensation Act.

It is understood by the parties that students will be subject to any other conditions of employment imposed by legislation. The foregoing, we submit covers all aspects of employment for summer students as agreed.

Sincerely,

J.G. Campbell, Commissioner, Corporate Services

Mrs. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

39A-070

Re: Letter of Understanding - Meal Allowance

The Corporation agrees to provide a meal allowance to those employees who work three (3) hours **of** overtime or more. The amount of the meal allowance is \$7.00 (effective July 1, 1991) and will be updated in accordance with Corporate policy.

Sincerely,

J. G. Campbell Commissioner, Corporate Services

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Procedures to be Adopted when a Grievance is Presented to the Administrative Committee at Step 3 of the Grievance Procedure

- The Union will present their submission.
- 2. The Management will present their submission.
- The Chairman shall permit the Union to comment on the Management submission if requested by the Union.
- The Chairman will dismiss the Union.

Sincerely,

J.G. Campbell commissioner, Corporate Services

Mr. R. Armstrong President Local 545, C.U.P.E.

#### Dear Sir:

Re: Letter of Understanding - Hours of Work, Property Standards Division

The parties agree to the following provisions with respect to hours of work for Inspectors of the Property Standards Division, Planning & Buildings Department, to be effective date of ratification.

 It is understood the period of operation will be April 15th to September 30th.

### 2. Hours of Work

The work week will consist of five days **for** all Inspectors. A minimum of four Inspectors will be scheduled to work Tuesday, Wednesday, Thursday 11:30 a.m. to 7:30 p.m. and Saturday 8:00 a.m. to 4:00 p.m. on a rotational basis. All Inspectors will work Fridays. Any Inspector who works on a Saturday will receive the next Monday as a day off.

The Corporation will provide the use of 4 cellular phones and address the Union's safety concerns for those employees working extended hours and weekends.

- Inspectors working Saturday hours will receive a premium in accordance with Article 16.4.
- Paid Holidays which fall on an employee's scheduled day off will result in an alternate day off with pay.
- The Corporation and the Union agree to a yearly review.

Sincerely,

J.G. Campbell Commissioner, Corporate Services

Mr. R. Armstrong President Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Understanding

The Corporation agrees to continue the existing practice of deducting an amount equivalent to Union **dues** in the event of an employee being temporarily assigned to a position outside of the bargaining unit.

Sincerely,

J.G. Campbell Commissioner, Corporate Services

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