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Between

THE PUBLIC UTILITIES  
COMMISSION OF  
THE CITY OF SCARBOROUGH  
(OFFICE STAFF)

— and —

LOCAL UNION #1 UNIT 2  
UTILITY WORKERS OF CANADA

APRIL 1, 1994 — MARCH 31, 1996

MAY 30 1995



**COLLECTIVE**

**AGREEMENT**

**BETWEEN**

**THE PUBLIC UTILITIES  
COMMISSION OF  
THE CITY OF SCARBOROUGH  
(OFFICE STAFF)**

**- and -**

**LOCAL UNION 1, UNIT 2  
UTILITY WORKERS OF CANADA**

**APRIL 1ST, 1994 - MARCH 31ST, 1996**

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**This agreement effective as of the First day of April, 1994.**

Between

**PUBLIC UTILITIES COMMISSION OF THE  
CITY OF SCARBOROUGH OFFICE STAFF,  
hereinafter called the "COMMISSION"  
OF THE FIRST PART**

- and -

**LOCAL UNION NO. 1 , Unit 2 of the UTILITY  
WORKERS OF CANADA, hereinafter called the  
"UNION"  
OF THE SECOND PART**

**PREAMBLE**

In order to further cement the good feeling and co-operation between the **Commission** and its Office employees, the parties hereto mutually agree as follows:

**Clause (1) - Recognition**

(a) The **Commission** recognizes the **Union** as the Bargaining Agent for Office employees **within** the classifications listed herein and consistent with the terms of certification issued by the **Ontario Labour Relations Board** with respect to their wages, hours of work and definite conditions of employment.

(b) The **Union** recognizes that the **successful and efficient operation of the Commission** is to the interest of the **Commission, the Union and Employees**, and it **is** the duty **of every** employee to promote said interest at all **times** and be prepared to assist **in maintaining services** to the Consumers whenever deemed **necessary**.

**Clause (2)- Goodwill**

(a) The **Commission** agrees that it will not in any manner **object** to any employees being or becoming a member **of the Union**, and will not in any manner interfere with nor discriminate against any employee **because of membership** or proposed membership in the **Union**. The **Union**, collectively or otherwise, **will** not in any manner interfere with nor attempt to **limit the rights** of the **Commission** or the **rights** of any **Officer** or Employee duly authorized to act by the **Commission on its behalf**.

(b) **All Committees shall consist of** employees **of the Commission, and/or the Business Manager, Business Representative or some Executive Officer of the Union** and the **Union shall** provide the **Commission** with a list **of members of all Committees**, to be revised **from time to time as changes occur**. The **Commission shall** provide the **Union** with a list to whom **grievances** or other **relevant matters** may be submitted as the occasion may arise.

(c) **Leave of absence with pay shall be granted to such Officers or** duly elected or appointed representatives **of the Union** as may be required to attend contract

negotiations, grievance procedures or any other business that may properly come before the Commission and the Union between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive. Written permission to attend such meeting must be secured from the Manager, Manager of Human Resources or Designate, before leaving assigned work. An employee elected or appointed to a full time Union Office, will, on written application and on favourable consideration of such application by the Commission, be granted leave of absence without pay for any period up to one (1) year, with no loss of seniority. At the end of such authorized period of absence and upon written application, a further leave of absence may be granted from year to year.

(d) It is agreed that the Management meet with the Labour Relations Committee every three (3) months, or as required, to discuss further means of cementing the goodwill and co-operation between the Union and the Commission.

(e) Leaves of absence without pay, upon written notification to the Manager of Human Resources or designate, will be granted to Union representatives to conduct business. The total of such leaves will not exceed fifteen (15) man days in any contract year.

**Clause (3) - Union Shop**

(a) Present members of the Union and all new employees, excluding temporary employees, upon date of employment, shall be members of the Union and

remain in good standing in said Union.

The probationary period for new employees is six (6) months. Employees shall not have the right to grieve during their probationary period.

On completion of six (6) months of employment, new employees shall be deemed permanent and shall be extended those benefits as covered under the provisions of the Collective Agreement

(b) The Commission hereby agrees that for all the employees of the Office Bargaining Unit, they will deduct their Union Dues or the equivalent thereof in accordance with the by-laws of the Local Union and will remit such sums of monies to the Financial Secretary of the Local not later than the 10th day of the current month, along with a check-off list showing the names from whom the deductions are made.

(c) The Union agrees that the Union or any member of the Union will not engage in Union activities during working hours or hold meetings or group discussions at any time on the premises of the Commission without the permission of the Commission.

#### Temporary Employee

(d) For the purpose of this Agreement, a Temporary Employee (to exclude students employed during the summer vacation period and registered co-operative students) is a person employed for any of the following purposes:

(1) To replace a permanent employee who is absent



- (2) On work which is necessary to **catch up on** a backlog or overload of **normal** duties in a department.
- (3) Temporary employees shall not be permitted to work in excess of four **(4)** months in any **twelve (12)** month period.

Temporary employees employed for the purpose of replacing employees **on** long term absences **will** be permitted to work for the duration of the **long term** absence upon mutual agreement of the parties.

Such temporary employees shall be required to pay **to** the Union through Payroll deductions an amount equivalent to Union Dues commencing **from** date of employment.

(e) Upon **commencement** of employment, a **new** employee (excluding students hired for the **summer** vacation **period**, registered cooperative students and temporary employees) shall be introduced to his Steward and the Steward and the employee shall be allowed **fifteen (15)** minutes paid time in order **that** the necessary application for membership may be made.

#### **Clause (4) - Working Hours**

(a) The work week shall be thirty-five **(35)** hours per week, seven **(7)** hours per **day** shall constitute a **day's** work, between the hours of 8:00 a.m. and 5:00 p.m. for the first five **(5)** days of the week, **Monday** to Friday inclusive, with a one **(1)** hour daily lunch **period**, consistent with reasonable service to the Public between the hours of 12:00 o'clock **Noon** and 2:00 p.m.

Caretakers shall work between the hours of 8:00 a.m. and 10:30 p.m. with ~~an~~ half (½) hour to be taken off for lunch.

Messenger Drivers shall work 35 hours per week, 7 hours per day, between the hours of 7:30 a.m. and 4:30 p.m. with a one (1) hour daily lunch period

**Clause (5) - Shift Employees**

(a) By shift employees it is meant: Those employees who are not covered by Clause 4.

(b) An employee within the operational function of the Information Technology Department, required to work other than those hours specified under Clause (4), paragraph (a), his work day shall consist of eight (8) consecutive hours with a one (1) hour unpaid lunch period. An employee so designated to work, shall be extended twenty-four (24) hours advance notice of the requirement to do so and be subject to the following shift premiums:

- (1) where the shift so designated commences prior to 2:00 p.m., a shift premium of forty-five (45) cents per hour shall be paid only for those hours worked between 5:00 p.m. and 12:00 o'clock midnight.
- (2) Where the shift so designated commences at 2:00 p.m. or later and terminates prior to or at midnight, a shift premium of forty-five (45) cents per hour shall be paid for all hours worked.
- (3) A shift premium of forty-five (45) cents per hour shall be paid for all hours worked between the hours of 12:00 o'clock midnight and 8:00 a.m. The shift premium will not be paid on overtime hours.

(c) Employees required to work on a rotating shift schedule shall be paid a shift premium of forty-five (45) cents per hour for all hours worked between the hours of 4:00 p.m. and 12:00 o'clock midnight and forty-five (45) cents per hour for all hours worked between the hours of 12:00 o'clock midnight and 8:00 a.m. The shift premium will not be paid on overtime hours.

**Clause (6) - Overtime**

(a) It is understood that due to the nature of the service rendered, it is sometimes necessary, in emergencies, for employees to work other than those hours outlined in Clause (4) and Clause (5) above. Providing such cases are not covered elsewhere in this Agreement, the Management may so arrange working hours to meet the emergency arising.

(b) 1. **All** employees covered by this agreement required to work in excess of normal working hours shall have the option of;

(i) being paid overtime at the rate of double the employee's hourly rate of wage or

(ii) being paid straight time for the overtime hours worked and accumulating lieu time hours equivalent to the actual hours worked to a maximum of ten (10) days per calendar year.

2. When accumulated lieu time is not taken the employee shall make a written request to his supervisor prior to November 30 of the current year for payment or carry over of the lieu time. Payment of the lieu time shall be made at the employees current rate of pay. If

notification is not given by November 30, the lieu time shall automatically be paid out. The total lieu time and vacation time carried over cannot exceed fifteen (15) days.

(c) Shift employees will receive the same overtime premium rates as extended to the regular day workers and for payroll purposes his first day off will be considered his Saturday and his second day off will be his Sunday.

(d) A minimum of two (2) hours wage at the overtime rate hereinbefore recited shall be paid to any employee called in for work after their regular working hours

(e) A meal allowance, to a maximum of \$3.00 shall be paid to employees required to continue work more than one and one-half (1½) hours past their normal stop time and each four (4) hour interval thereafter until released from duty. In calculating the overtime worked, the time the employee is absent from duty for the purpose of consuming a meal shall not be included in such calculation.

#### **Clause (7) - Recognized Holidays**

(a) All employees who work a full day prior to and a full day following the celebration of a Paid Holiday shall be paid for work not performed on such days. An alternative day off with pay shall be granted if a Holiday falls on a Saturday or Sunday, exclusive of Remembrance Day, November 11th.

(b) Recognized Holidays are the following: **New** Year's, **Good** Friday, Easter Monday, Queen Victoria's Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Baing Day, (and any other day proclaimed a Holiday by Local Proclamation). Remembrance Day, November 11th, shall be considered a Paid Holiday if it should **fall** within the work week, Monday to Friday and three (3) floater holidays, scheduling **to** be at the convenience of the Supervisor, but every effort will be put **forward** to arrange such days to the mutual convenience of the employee and the Commission.

The requirement that an employee must work the shift preceding and succeeding a Holiday **will** not apply if an employee is absent **on** either or both of these days **because of:**

- (1) Personal illness.
- (2) Death in the Immediate Family.
- (3) Having received permission **from** Management to be absent.
- (4) Circumstances beyond **his** immediate **control**.

(c) Overtime **at** the rate of double of the employee's basic rate of pay shall be paid to those regular employees required to work **on** a Recognized Holiday and an extra day to be allowed in lieu of such **Holiday** to the employee **so** affected. The time allowance **so** granted shall be at the discretion of the Immediate Supervisor but every effort **will** be put forward to arrange such time **off** to the mutual convenience of the Employee and the Commission.

(d) **All** shift workers **shall** be extended the same number of Recognized ~~Holidays~~, recognized and paid to regular day workers.

(e) Time off at Christmas and k i n g Day:

- (1) When Christmas falls on Sunday and **Boxing** Day on Monday, Christmas **shall** be observed on Monday and **Boxing** Day on Tuesday.
- (2) When **Christmas falls** on Monday and **Boxing** Day on Tuesday, the holidays will be observed on those specific days.
- (3) When **Christmas falls** on Tuesday and **Baing** Day on Wednesday, an additional day holiday **will** be granted to employees on the preceding Monday.
- (4) When Christmas falls on Wednesday and k i n g Day on Thursday, an additional day holiday will be granted to employees on the following Friday.
- (5) When **Christmas falls** on Thursday and **Boxing** Day on Friday, an additional half ( $\frac{1}{2}$ ) day holiday **will** be granted to employees on the preceding Wednesday.
- (6) When **Christmas falls** on Friday and **Boxing** Day on Saturday, **Baing** Day shall be observed on the following Monday and an additional half ( $\frac{1}{2}$ ) day holiday **will** be granted to employees on the preceding Thursday.
- (7) When **Christmas falls** on Saturday and **Baing** Day on Sunday, Christmas **shall** be observed on the preceding Friday and **Boxing** Day on the following Monday.

**Clause (8) - Vacations With Pay**

(a) Annual vacations must be taken at the convenience of the Supervisor but every effort will be put forward to arrange such vacations to the mutual convenience of the Employee and the Commission.

(b) Regular employees are entitled to annual vacations of the following:

- (1) **In** and from the calendar year in which an employee completes one (1) year of service, ten (10) working days vacation with full pay will be allowed
- (2) **In** and from the calendar year in which an employee completes two (2) years of service, fifteen (15) working days vacation with full pay will be allowed
- (3) **In** and **from** the calendar year in which an employee completes nine (9) years of service, twenty (20) working days vacation with full pay will be allowed
- (4) **In** and from the calendar year in which an employee completes fifteen (15) years of service, twenty-five (25) working days vacation with full pay will be allowed.
- (5) **In** and from the calendar year in which an employee completes twenty-four (24) years of service, thirty (30) working days vacation with full pay will be allowed.

(c) If for any reason employment is terminated and vacations taken exceed vacation credits, the overpayment will be recovered by the commission.

(d) Vacations shall not be cumulative and shall be taken in the calendar year in which they become due save and except, an employee may carry over a combination of annual vacation and lieu time hours to a maximum of fifteen (15) working days. Annual vacation days are subject to the following conditions.

- (1) The days carried over must be taken in the following year between January 2 and November 30.
- (2) The employee must notify his Immediate Supervisor in writing, before November 30 of the current vacation year of their intent to carry over vacation.

(e) In the event of a Recognized Holiday falling within any employees' vacation period, he shall then be entitled to another day off with full pay.

(f) An employee who suffers a serious disabling accident or illness during their scheduled vacation may substitute sick pay benefits for vacation for the period of disability, provided such period of disability is five (5) working days or more.

The granting of sick pay benefit requires the Commission to receive written confirmation from a hospital or Medical Doctor (M.D.) that medical treatment has been given together with a medical



certificate that covers the period of disability for which sick pay benefit is to be substituted.

**Clause (9) - Sick Pay, Long Term Disability And Medical Benefits**

(a) Employees shall not be entitled to sick pay allowances until they have completed six (6) months of employment. If retained in employment, he will be credited with nine (9) days allowance and then be credited each month of employment thereafter with one and one-half (1½) days.

(b) Starting as of January 1st, 1953, any sick time not used shall be accumulated to the sick pay of the succeeding years. Any employee will be entitled to sick pay benefits only if he notifies his Immediate Supervisor or Designate of his illness within thirty (30) minutes after his normal starting time.

(c) The Commission shall have the right, at any time, to have any employee claiming sick pay, produce a Doctor's Letter certifying as to the employee's sickness. Any cost levied by the attending physician for extending such Doctor's Letter shall be paid by the Commission on submission of a properly signed receipt

(d) The Commission will use discretion in dealing with old-time employees as in the past, regarding sick pay allowance.

(e) That a Long Term Disability Policy be implemented to provide for a four (4) month waiting period and to extend a \$2,300.00 monthly maximum benefit with medical evidence.

Employees subject to benefits under the L.T.D. Policy shall be extended all other medical benefits covered under the terms of the Collective Agreement for a period of two (2) years. At that time and on determination of a total and permanent disability, an employee shall be treated the same as any other employee subject to a Disability Pension for the purpose of continuation of the Life Insurance Benefit now in effect.

- (f) The commission shall pay, on behalf of the participating employees, 100% of the premium cost of the following benefits, single or family coverage:
- (a) Ontario Blue Cross Plan for Semi-Private accommodations
  - (b) Ontario Blue Cross Extended Health Care Plan (\$10/\$20 deductible)
  - (c) Ontario Blue Cross Vision Care Plan (\$100 every 24 months and \$100 every 12 months for children).
  - (d) Ontario Blue Cross preventative Dental Care Plan No. 7 including Rider No. 1, Rider No. 2, Rider No. 3 and Rider No. 4, (restorative maximum to \$1,000 and orthodontic maximum to \$1,000) with the Commission to pick up any additional premium cost to offset any increase in the Ontario Dental Association Schedule of Fees.

- (e) Hearing Aid Plan (~~\$10~~/~~\$20~~ deductible, \$500 lifetime maximum)
- (f) Chiropractic coverage - ~~\$U~~, per visit after Provincial Plan expires

It is understood and agreed that additional benefits granted by the Commission in settlement of negotiations for renewal of this current Agreement, satisfy the rebate requirements outlined in the Unemployment Insurance Act, 1971, section 64 (4) and the Ontario Hospital Insurance Commission Act.

Where the Commission finds it desirable or necessary to change any carrier, the benefits provided by the substitute plan must be at least equivalent to the existing benefits. The Union will be notified in writing at least thirty (30) days prior to any change in carriers.

(g) The Commission agrees to supply an annual statement as to the amount of an employee's accumulated sick time to his credit. The employee shall have ten (10) working days in which to verify the statement issued and unless an objection is filed within that time, the statement shall be deemed correct.

(h) In the event the Commission 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 Commission may terminate or revise the plans affected in order to eliminate any duplication of benefits. The Commission agrees to inform the Union prior to any

terminations or ~~revisions~~. The Commission agrees to contribute to ~~any new~~ plans on the same percentage basis as ~~it~~ contributed to the plans replaced

(i) The **Commission** agrees to pay for medical benefits while an ~~employee~~ is on maternity or adoption leave.

**Clause (10) - Leave Of Absence**

(a) Leave ~~of~~ absence with pay ~~will be~~ granted in the following circumstances:

- (1) ~~Five (5) working days~~ in the event ~~of~~ the death ~~of~~ ~~Spouse~~ or ~~Child~~
- (2) Three ~~(3) working days~~ for the death ~~of~~ Mother, Father, Brother, Sister, Father-in-law, Mother-in-law, Grandparents and Grandparents-in-law.
- (3) One ~~(1) working day~~ for the death ~~of~~ Grandchild, Brother-in-law, Sister-in-law, ~~and~~ any other relative living in the same house with the employee.

Further time may be granted at the sole discretion ~~of~~ the **Commission** and on ~~granting~~ such additional time, shall not be construed in any way ~~as setting~~ a precedent.

(b) ~~An~~ employee who ~~is~~ absent from work ~~without~~ prior permission from his Supervisor, ~~will be~~ required to ~~contact his Supervisor within~~ thirty (30) minutes after his normal starting time.

(c) ~~It is~~ the employee's ~~responsibility~~ to notify his Supervisor immediately in case ~~of~~ illness ~~or~~ any other reason which does not permit the employee to ~~report for~~ work. If an employee does not notify his Supervisor and

is absent for a period of **five (5)** consecutive working **days**, he will be deemed to have quit **his** employment with the Commission.

(d) **An** employee **suffering** a bereavement as covered under section (a) while **on** scheduled vacation, **shall** be granted an additional equal number of **days** vacation, consistent with the **days** granted under the bereavement provision, **on** submission of proof of such bereavement acceptable to Management.

**Clause (11) - Pension Plan**

(a) It is recognized that the plans in which the Commission and employees participate are group plans, with conditions set by the Government Legislation, and the Commission therefore has **no** control over the plans. Nevertheless, it is the intention of the Commission to continue to pay the whole cost of the Life **Insurance** Plan at present in effect, and **fifty (50%)** percent of the O.M.E.R.S. and Canada Pension Plan **so** long as this provision is not contrary to Government Legislation.

(b) The Commission agrees to continue for all participating employees, the O.M.E.R.S. Supplementary **Plan** for **future** service benefits to provide at retirement age of **sixty-five (65)**, **two (2%)** percent **x** years of service (to maximum of **seventy (70%)** percent) **x** average of best **sixty (60)** consecutive months of earnings. Effective April 1st, 1971, such benefit shall be paid by the Commission up to an amount of **fifty (50%)** percent with the Commission absorbing the full cost of the deficiency payment retroactive to January 1, 1966. Effective **April 1st, 1972**, the Commission shall pay **on** behalf of

participating employees, one hundred (100%) percent of the cost of such benefits.

(c) The **Commission** agrees to continue for all participating employees a Supplemental Agreement under the **Ontario Municipal Employees Retirement System Act**, and consistent with the regulations of such Act for the provision of benefits in respect to prior **service**.

(d) Effective January 1, 1979, the **Commission** agrees to enter into an agreement under the O.M.E.R.S. Act and **consistent** with the **regulations of such Act**, for the **provision** of benefits under the O.M.E.R.S. Type III Supplementary Plan to provide early retirement at age 55 years with 30 years **service** for all participating employees, but to exclude the permanent partial **disability** feature contained therein.

(e) **An** employee should **notify** his Immediate Supervisor in writing of his intentions to retire at least **six (6)** months prior to his planned retirement

#### **Clause (12) Job Postings and Promotions**

**(a)(i)** Any **position** becoming vacant in Schedule "A" or created by the **Commission** within the scope of the Bargaining Unit shall be posted on **Bulletin** Boards, provided by the Commission, for **five (5)** working days. **All** employees of the Commission (Unit 2), including those employees absent, consistent with the **terms of this** Agreement and considered qualified, shall have the opportunity of filing an application for the position.

(ii) When a vacancy cannot be filled by the members in the Unit in which the vacancy occurs, Management will accept applications from the other Unit. The decision for the selection of an applicant from the other unit, will be determined by the job posting clause and the successful applicant shall transfer Bargaining Units without loss of seniority and benefits.

(b) Promotions permanently or temporarily shall mean a transfer to a new job classification.

(c) In promotions, preference shall be given to those employees having the longest service, provided that, always, employees in question are of equal skill, competence and efficiency.

(d) The posting of the successful applicant shall be made within thirty (30) days following expiry date of job posting.

(e) The successful applicant shall be paid according to the salary rate of the new job classification upon assuming the new position. In the event that the applicant cannot be moved to the new position immediately, he shall be paid at the salary rate of the new job classification no later than three (3) months following notice of the job award.

(f) A copy of all job postings, promotions and demotions will be sent to the Union Office upon posting of successful applicant.

(g) On promotion, permanently or temporarily, to a higher job classification for one (1) day or more at any one time, the rate shall be the lowest rate p u p level in the higher classification, which will provide a minimum of three (3%) percent increase over the promoted employee's present rate of pay.

(h) An employee who successfully bids for a posted position shall have the option for thirty (30) working days after having entered such position, to voluntarily relinquish his promotion and return to his former position or a position within his former wage range. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position or a position within his former wage range. An employee who voluntarily relinquishes his promotion shall be ineligible to make an application for a period of one (1) year for vacancies occurring within the Bargaining Unit.

(i) If appointment is not satisfactory to any applicant they may take it up as a grievance as stated in Clause (20) of this Agreement

#### **Clause (13) - Retrogression Policy**

The term "Retrogression" is used to indicate a gradual reduction in pay to a predetermined adjusted rate.



(a) Where applicable:

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he is receiving the standard ~~rate~~ and is transferred to a lower rated job because ~~of:~~

- (i) A ~~disability~~ caused by accident or ~~illness~~.
- (ii) Advancing age.
- (iii) ~~Inability~~ to cope with increased responsibility due to change ~~in job~~ content
- (iv) Where unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one (1) year.
- (v) A position redundancy, due to the decrease in work in any department resulting ~~from~~ automation or technological changes.

2. Retrogression shall ~~not~~ apply where:

- (i) ~~An~~ employee has ~~less than ten (10)~~ years established ~~service~~ credit
- (ii) The change to the lower rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons
- (iii) The change ~~to~~ the lower ~~rated~~ job is made necessary for unsatisfactory job performance due to ~~causes~~ other than in Section (a)(1).

**Note** Where retrogression does not apply, the employee will receive the ~~job~~ rate ~~for~~ the ~~new~~ job effective at the time of transfer to the ~~new~~ job.

**(b) How Applied:**

The **Commission will** endeavour to provide an employee to whom Section (a)(1) applies with work he is capable of performing. **His** rate of pay **shall** be calculated as follows:

1. To the base rate of his new **classification will** be added an additional two and a **half (2%)** percent of the differential between the base rate for the **new job** and the base rate for the employee's former **job** for each year **by** which his **continuous service** exceeds ten (10) **years** at the time of transfer. This determines the rate to which the employee's pay **will** be reduced
2. The reduction in rate **will** take place in steps amounting to but not exceeding approximately three (3%)**percent** of his former base rate. The **first** step **shall** occur **six (6)** months **after** he **has** been transferred to the **new job**. The subsequent steps **shall occur** at **six (6)** month **intervals until** the rate determined in (b)(1) **has** been reached
3. Where the retrogressed employee is unable to do the **job** to which he **has** been **retrogressed** and demotion to another **job** is **necessary** the rate for this **new job shall** be based **on** the differential between the **base rate of** the original **job** from which he **has** been retrogressed and the base rate **of his new job**.

4. **While** retrogression is in progress and after retrogression is completed, increases in pay that **occur** will be applied **only** to the base rate for the new job and the retrogressed employee **will only** receive a benefit when the base rate for the new job exceeds the adjusted rate.

**Clause (14) - Seniority**

- (a) Length **of** continuous service with the Commission.
- (b) The seniority standing of employees who may hereafter enlist in Her Majesty's **Armed** Forces, following a Declaration of War by the Government of Canada, shall accumulate as from the date of enlistment in the same manner as if they had not enlisted. The Commission will make payments into the Pension Fund in **full** for any enlisted employee contributing at the time of enlistment and there will be **no** loss **of** accumulated sick time pay up **to** date of enlistment.
- (c) When an employee is transferred from one (1) classification to another his seniority shall remain the same as if such a transfer had not taken place.
- (d) In the event of any **lay-off** in any classification covered by **this** Agreement, the person with the least continuous service with **the** Commission, regardless of **Unit**, shall be the first person laid off, provided that employees with greater seniority are **qualified** to perform the vacant positions.
- An** employee who is laid **off** with less than **five** (5) years **of** service will retain right **of** recall for a period **of** **twelve** (12) consecutive months. **An** employee who is

**laid off with five (5) or more years of service will retain right of recall for a period of twenty-four (24) consecutive months. Laid off employees will be required to keep the Human Resources Department advised of their address and, if recalled to work, will be required to report for work within eleven (11) consecutive working days from the date that the employee receives written recall notification by registered mail.**

(e) A seniority list, to contain the employees' names and employment dates, will be posted by the Commission on all appropriate bulletin boards in January of each year. A copy of the list shall be forwarded to the Local Union Office.

(f) An employee will lose seniority and employment status if:

- (a) The employee resigns.
- (b) The employee is discharged and is not reinstated through the arbitration process
- (c) The employee is laid-off and has not responded to the recall notice.
- (d) The employee retires or reaches age sixty-five (65), unless altered by Government Legislation.
- (e) The employee is in receipt of Long Term Disability Benefits and is unable to return to work within twenty-four (24) months of commencement of the L.T.D. benefit.
- (f) The employee fails to return to work after the Workers' Compensation Board has classified him fit to work and he has received written notification from the commission of his requirement to return to work.

**Clause (15) - Reclassification**

The question of changes to job classifications is open to discussion and consideration at any time when changes in job content or technological change in an employee's conditions of work justify it

Such request shall be generated by Management or the incumbent and shall be forwarded and dealt with by the Labour Relations Committee.

**Clause (16) - Progression**

(a) Progressions within a classification, unless otherwise specified in Schedule "A", shall be done annually and shall take into consideration the employee's performance within the classification.

(b) Should an employee's general performance be unsatisfactory for progression within his classification, his advancement may be withheld for a period of up to six (6) months. When progression is withheld, Management shall give one (1) month's prior written notice to the employee and the reason for withholding progression, and his general performance shall be reviewed within seven (7) months of such notice. If his progress and general performance are then found satisfactory, he shall be progressed at that time.

**Clause (17) - Health and Safety**

(a) A Safety Committee ~~will~~ be established ~~by~~ the ~~Union~~ with a view ~~to discussing~~ with the ~~Management~~ any unsafe practices or any suggestions which would tend to improve safety regulations and precautions. The meetings will be arranged at a time suitable to both parties.

@) First aid kits ~~will~~ be supplied ~~by~~ the Commission and ~~will~~ be made easily available to all employees.

**Clause (18) - Injury Allowances**

An employee will receive ~~full~~ net ~~pay~~, up to a maximum ~~of sixty (60) working days~~ absence as a result ~~of~~ any one original accident, ~~covered by the Workers' Compensation Act~~. Such maximum total ~~may~~ be attained as a result of authorized absence immediately subsequent to the original compensation accident ~~or~~ ~~cumulatively~~ as a result of additional authorized absence ~~or~~ absences ~~which~~ are ruled as recurrences of the original accident ~~by~~ the Worked Compensation ~~Board~~. In ~~no~~ case ~~will~~ more ~~than~~ a total of ~~sixty (60) working days~~ payment be considered resulting from any one original compensation case. ~~During~~ the period so ~~specified~~ the Commission ~~will~~ pay the difference between the ~~Compensation~~ allowance and the employee's ~~full~~ net wages. (The Commission retains the right at ~~any time~~, to have the employee, absent as a result of an accident, covered by the Workers' Compensation Act, examined ~~by~~ a Physician designated and paid for ~~by~~ the Commission, to determine the employee's ability to return to work).

Any employee who is absent for medical reasons shall keep the Human Resources Department informed of the status of his condition on a biweekly basis and shall provide the Commission with a Doctor's certificate if requested to do so. Any costs levied by the attending Physician for extending such Doctor's certificate shall be paid by the Commission on submission of a properly signed receipt

**Clause (19) - Equipment**

(a) Any article of equipment damaged wilfully or lost due to negligence, must be paid for by the employee.

(b) An employee must return the worn out or broken article to stores department in order to receive a replacement,

(c) Safety ~~Foot~~ Allowances, shall be paid by the Commission, in May of each year towards the purchase of safety boots or shoes to Stores Personnel, Caretakers, Engineering Technicians (to exclude Technicians employed within the Drafting Section) Customer ~~Advisors~~ and Technicians employed within the Customer Services Division, Messenger-Driver and Inspection Clerks the sum of one hundred (\$100.00) Dollars.

**Clause (20) Labour Relations Procedure**

(a) Grievances in the first instance shall be in writing and no grievance shall be considered where the circumstances given rise to it occurred or originated more than five (5) working days before filing of the alleged grievance.

**step 1**

If an employee has a grievance consistent with the above, he shall, along with his Steward, take the matter up with his Immediate Supervisor. If a settlement is **not** reached within **two (2) working days**, the grievance may be **presented** as follows at any time within **two (2) working days** thereafter.

**step 2**

Following Step 1 and within the time limits specified, the employee may, along with his Steward, take the matter up with the Division **Head**. If a settlement is not reached within **five (5) working days**, the grievance may be presented as **follows** at any **time** within **five (5) working days** thereafter.

**step 3**

Following Step 2 and within the time limits specified, the Labour Relations Committee of the Union may take the matter up with the Management **Committee**. If a settlement is **not** reached within **ten (10) working days**, the grievance may be referred, by either party, to **Arbitration**, pursuant to the provisions of the **Labour Relations Act** for the **Province of Ontario**.

**(b)** The time **limits set out** for the **processing of** grievances shall be strictly observed **by** the parties except in the **case** of mutual agreement to alter the time **limits**. Failure to do **so, shall** render the grievance **invalid** and for all intent and purposes considered withdrawn. **Nothing** in **this clause** shall limit the power of an **Arbitration** Board to extend the time **limits** in accordance with the Ontario Labour Relations Act,



(c) Any problem arising concerning the interpretation, application or administration of this Agreement, or which involves all employees of a department, or which is common to a group of employees, may be presented by the Union to the Management Committee. If such grievance is not settled to the satisfaction of either or both parties, it may be processed to Arbitration.

(d) If an employee is directed to appear before any Management personnel for disciplinary reasons, he shall be advised of his right to be accompanied by a Steward or other Union Representative.

(e) Management grievances shall be handled in the same manner.

**Clause (21) - Arbitration Procedure**

Arbitration shall be in accordance with the Labour Relations Act for the Province of Ontario.

**Clause (22) - Management Rights**

(a) The Union acknowledges that it is the exclusive function, consistent with the terms of this Agreement, of the Commission to hire, promote, demote, transfer and suspend employees and also the right of the Commission to discipline or discharge any employee for cause provided that a claim by the employee, who has acquired seniority, that he has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinbefore provided.

(b) The **Union** further recognizes the **right** of the **Commission** 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 in any **classification**, **as set out** in the Agreement, the **right to** use improved methods, machinery and equipment and **jurisdiction** over **all operations**, buildings, machinery and **tools** are solely the **responsibility** of the Commission.

(c) The **Commission** agrees **that** any **change** in the rules and regulations to be **observed by** the employees, will be discussed with the **Union**.

**Clause (23) - Strike Clause**

(a) The **Commission** will **not** **cause** or **direct** any **lock-out** of its employees. The **Union** will not **cause** or **direct**, nor **will** the employees participate in any strike.

(b) The **terms** "Lock-out" and "Strike" as referred to above, shall be defined in accordance with the **definitions set out** in the **Labour Relations Act, R.S.O. 1990, section 43**.

**Clause (24) - Contract Work**

The Commission agrees that ~~no~~ work ~~shall~~ be let out ~~or~~ contracted to any person ~~or~~ firm at the expense of any Bargaining Unit member being laid off.

**Clause (25) - General**

(a) When an employee is summoned for Jury ~~Duty~~ ~~or~~ subpoenaed as a Witness and ~~is~~ required to take time ~~off~~ work during regular working hours to perform such duties, ~~on~~ submission of a copy of the summons ~~or~~ subpoena to Management, the Commission shall make up the ~~difference~~ between the employee's normal pay and the allowance received for performing the duties of Juror ~~or~~ Witness.

(b) The Commission agrees ~~if~~ an employee is elected to any Public Office, he ~~will~~ be permitted to take time ~~off~~, without pay, wherever practical and ~~providing~~ adjustments can be made to allow such time ~~off~~ work to ~~fulfil~~ the duties of that Office, with ~~no~~ loss of ~~seniority~~.

(c) 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

**Clause (26) - Automation**

(a) If the decrease in work in any department results from automation ~~or~~ technological changes, the Commission agrees that before the introduction ~~of~~ any labour saving equipment and/or modifications ~~of~~ production methods ~~or~~ before any reduction in labour force affecting any employee, the Commission ~~shall~~ give

the **Union** reasonable **notice of** the intent to change, after which the parties shall meet **within twenty-one(21) days** after the **installation or introduction** of any new equipment **or** production method is put into actual operation to negotiate **new classifications, wage rates or other conditions** of employment **which** may be affected

**(b)** When electronic or **electrically operated machines** are adopted in the performance of work covered by this Agreement effective January 1, 1967 between the **signatories** hereto, employees covered by this Agreement, shall be given preference to **such employment** in accordance with the provisions of **Clause (12)** of this Agreement and shall receive **necessary instructions** in the operation of **such new machines**, and be extended a **trial period** up to a maximum of ninety (90) **working days**. If found satisfactory and if retained for that **period**, unless notified to the contrary, they shall be deemed permanent in that position.

It is the intent of the Commission to make every effort in the event a promoted **or** transferred employee proves **unsatisfactory or** voluntarily requests a change during the ninety (90) **working day trial period**, to return such employee when and wherever possible, to his former position **or** a position **within his** former wage range. **Any** other employee promoted **or** transferred because of the rearrangement of **positions shall also** be returned to his former position or a position within his former wage range.



**Clause (27) - Classifications and Rates of Pay**

(a) During the term of this agreement, the Commission and the Union agree that wages shall be direct deposited in the employee's bank account every Thursday.

(b) Commencing with April 1, 1993, wages shall be paid at the rates as set out in Schedule "A", hereto attached and forming part of this Agreement

**Clause (28) - Duration of Agreement**

(a) This Agreement shall take effect April 1, 1994, and remain in effect and full force for a full two (2) year period and thereafter from year to year unless terminated or amended by notice in writing from either party within a period of not more than ninety (90) days and not less than thirty (30) days prior to termination date in any year.

(b) During the discussions or negotiations upon any proposed renewal or revision of the Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until completion of negotiations as provided for in the Ontario Labour Relations Act

(c) In the event that the employer and the union negotiate a Collective Agreement for a term of more than one (1) year, the following Cost of Living escalator clause shall become part of such Agreement and shall be applicable to all employees covered by that Agreement.

Such two year contract includes an escalator clause in each year of the Agreement which provides for an adjustment of the wages upwards or downwards of 1% for each full 1% change in the Statistics Canada Consumer Price Index for Metro Toronto (1981 = 100). The index figure published in April of each respective year of the Agreement is to be the base for calculating adjustments.

This escalator clause will not be effective unless the Consumer Price Index exceeds the wage adjustment of each respective year by 1% at which time there will be a 1% general increase and shall be made effective commencing the first payroll period following the publication date in the month in which the Consumer Price Index is published. Following such adjustment, the Consumer Price Index will be reviewed on the publication date of each month thereafter and adjustments thereafter will be made in a similar manner. No adjustment upward or downward shall be made if the change in the Consumer Price Index is less than 1% of the previous adjustment.

No downward adjustment shall be made to reduce wages below the level paid in the first month of each respective year of such Agreement because of changes in the Consumer Price Index for Metro Toronto during the life of this Agreement

The final review will be based on the Consumer Price Index published in April 1993.

IN WITNESS WHEREOF the parties have  
hereunto set their hands and seals this  
4th day of November, 1994.

**SCARBOROUGH PUBLIC UTILITIES:**

R. E. Cavanagh, ~~Chairman~~

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C. T. Aoki, Secretary

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**LOCAL 1 of the UTILITY WORKERS OF CANADA:**

Chris Ness, President

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Joe Harduar

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Colleen Arkison

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Rod Partridge

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Ted Howarth

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John Currie

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Gerry Murphy

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Frank Smits

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Schedule "A"  
**JOB CLASSIFICATIONS AND WAGE RATES**  
 Effective Date of Schedule from the  
First Day of April, 1994 to March 31, 1996 inclusive.

Wage and Job Level Classification	Progression in Classification					
	Start 6 Mos.	Step1 6 Mos.	Step 2	Step3	Step4	Step5
1 Mail Clerk	414.00	427.12	440.34			
2 Billing Clerk	429.30	441.87	454.46			
3 Messenger-Driver, Clerk, File Clerk, Cashier Clerk, Billing Clerk,	455.17	470.61	486.44	502.35		
4 Clerk-Typist, Receptionist Clerk, Reference Clerk	466.94	483.49	499.95	517.42		
5 Switchboard Operator, Caretaker, Receptionist- Typist, Junior Draftsperson, Customer	487.85	511.61	535.49	559.41		



**Wage and Job  
Level Classification**

**Progression in Classification**

**Start      Step 1      Step2      Step3      Step4      Step 5**  
**6 Mos.      6 Mos.**

6	Data Clerk, Engineering Clerk, Reference Clerk, Accounting Clerk, <del>Construction</del> Clerk, Meter Reader Clerk, Data Entry Clerk, Payroll Clerk, Billing Clerk, Customer Data and <b>Statistics</b> Clerk, Programmer-Trainee, Senior Caretaker, Technicians <del>Asst.</del> , Secretary, Engineering Clerk, Cashier, Sr. Mail Clerk, Expeditor, Meter Records Clerk	<b>523.72</b>	<b>547.45</b>	<b>571.42</b>	<b>595.27</b>		
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**Wage and Job  
Level Classification**

**Progression in Classification**

**Start    step1    step2    step3    Step 4    step 5**  
**6 Mos.   6 Mos.**

7	Inventory Clerk, Sr. Construction Clerk, Collection Clerk, Jr. Technician, Cashier, Intermediate Draftsperson, Stores Record Clerk, Accounting Clerk, Computer Operator, Billing Clerk, Customer Advisor, Senior Meter Records Clerk, Locate Clerk, Field Services Consultant, Training Co-ordinator	559.41	595.27	631.01	666.86	684.79	
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Wage and Job Level Classification	Progression in Classification					
	Start 6 Mos.	step1 6 Mos.	step2	step3	step4	step5
8 Senior Payroll Clerk, Accounting Clerk, Senior Billing Clerk, Senior Cashier, Buyer, Customer Consultant, Lead Operator, Junior Programmer, Inspection Clerk, Financial Analyst	580.94	620.29	659.74	699.11	738.49	
9 Accounts Payable & Control Clerk, Programmer, Senior Buyer, Senior Customer Consultant, Operations Programmer, Senior Collector,	595.27	648.98	702.68	756.42	810.14	

**Wage and Job  
Level Classification**

**Progression in Classification**  
**Start    step1    Step 2    step3    Step 4    steps**  
**6 Mos.    6 Mos.**

	Start 6 Mos.	step1 6 Mos.	Step 2	step3	Step 4	steps
Senior Collector, AM/FM Programmer, Enduser Support <b>Analyst</b> 10 Intermediate Technician, Bookkeeper, Programmer/Analyst, Senior Draftsperson, Customer Advisor, Operations Analyst, <b>AM/FM System</b> Administrator/Trainer, CAD Administrator, Materials & Projects Co-ordinator	738.49	781.17	823.83	866.50	909.19	

**Wage and Job  
Level Classification**

**Progression in Classification**

**Start      Step 1      Step 2      step3      step4      Step 5**  
**6 Mos.      6 Mos.**

Building Superintendent,  
 Communications Officer  
 11 Senior Technician,      **841.47      893.32      944.93      996.57      1046.40**  
 Senior Programmed  
 Analyst, Systems  
 Programmer

41.

<b>Job Class</b>	<b>Start (Prob'n)</b>	<b>Dev. Step (6 Mos.)</b>	<b>Level 1 (12 Moa.)</b>	<b>Level 2 (24 Moa.)</b>	<b>Level 3 (36 Mos.)</b>
Technician	595.27	645.39	695.52	745.65	795.77
<b>Job Class (Con't)</b>	<b>Level 4 (48 Mos.)</b>	<b>Level 5 (60 Mos.)</b>	<b>Level 6 (72 Mos.)</b>	<b>Level 7 (84 Mos.)</b>	<b>Level 8 (96 Mos.)</b>
Technician	845.90	896.02	946.15	996.27	1046.40

**Scarborough Public Utilities Commission**

April 1, 1994

C. Ness, President  
The Utility Workers of Canada  
1530 Markham Road  
Suite 402  
Scarborough, Ontario  
M1B 3M4

**Subject: Letter of Intent - No Lay Off**

During the course of agreement, no bargaining unit employee who has completed the probationary period will be laid off.

However, to accomplish this it may require that employees be redeployed within the utility, and perform in an appointed temporary position until a regular position is found through the job posting process.

While redeployed employees are acting in temporary positions they will remain at their current rate of pay, when a regular position is found, through the job posting process, their rate of pay will be as per the Collective Agreement, which includes a provision for "retrogression".

***Yours truly,***

**K.J. Allen**  
General Manager & Treasurer

Scarborough Public Utilities Commission

April 1, 1994

C. Ness, President  
Local No. 2  
~~Utility~~ Workers of Canada  
1530 Markham Road  
suite #402  
Scarborough, Ontario  
M1B 3M4

**SUBJECT: Letter of Intent - Working Hours**

Further to our discussions during negotiations this is to confirm that one (1) employee in each of the following areas may be required to start at 7:30 a.m. on a voluntary basis:

- Property
- Water operations
- Water Engineering
- Safety & Training
- Electric Operations
- Meters & Measurement
- Capital Projects

Once a six (6) month trial period is completed a committee consisting of both Union and Management will evaluate the need and decide whether to roll this letter of intent into the Collective Agreement as part of ~~clause~~ 4.

Yours truly,

K.J. Allen  
General Manager & Treasurer

Scarborough Public ~~Utilities~~ Commission

April 1, 1994

C. Ness, President  
Local NO. 2  
~~Utility~~ Workers of Canada  
1530 Markham Road  
Suite #402  
Scarborough, Ontario  
M1B 3M4

SUBJECT: Letter of Intent - COLA Clause

For a two year agreement, based on the April 1, 1994, Consumer Price Index for Metro Toronto, base 1981=100, this COLA will provide for each full 1% increase in the CPI over and above 3%. Final review will be based on the March 31, 1996 CPI for Metro Toronto. Payment will not inflate the existing wage rates.

Yours truly,

K.J. Allen  
General Manager & Treasurer



## Notes

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## Notes