

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE
CITY OF SCARBOROUGH**

-and-

**SCARBOROUGH CIVIC EMPLOYEES' UNION
LOCAL 368, C.U.P.E.**

1996 - 1998

ARTICLE	CONTENTS	PAGE
	Addendum	72
	Appendix A (Pregnancy Leave)	73
	Apprenticeships	89
8.0	Arbitration	14
20.0	Bereavement Leave	38, 92
27.2	By-laws/Resolutions (copies of)	46
12.8(a)	Call-Back	22
24.0	Clothing Allowance	44
5.0	Committees	6
6.0	Complaint Procedure	10
	Contracting Out	47, 85
21.6	Dental Plan	41
9.7	Derogatory Notations (removal)	17
11.4	Direct Pay Deposit	19
9.6	Discipline (representation)	17
9.0	Discharge	16
28.1	Dues Deduction	48
30.0	Duration of Collective Agreement	51
25.0	Employee Support Program	45
21.2(a)	Eyeglasses Benefit	40
7.0	Grievance Procedure	10
	Harassment-Free Policy (Appendix B)	75
3.4	Human Rights/Harassment	5
21.2(c)	Hearing Aid Benefit	40
21.0	Hospital and Medical Insurance	39
	Hospitalization while on Vacation	89
12.4	Hours of Work	20
12.5	Hours of Work (Sanitation)	20
	Job Hazard Analysis	84
16.3	Job Postings	30
27.3	Jury Duty	46
17.0	Layoff and Recall	32
26.0	Leave of Absence	45
26.3	Leave of Absence (Pregnancy)	45, 72
	Lieu Time	93

21.3	Life Insurance	40
27.1	Light Duty	46
19.6	Long Term Disability	37
4.0	Management Rights	5
	Meal Allowance	87
	Modified Work (Schedule B)	59, 91
	New Equipment	78
12.12	Overtime Procedure	23
12.9	Overtime Rate	22
14.0	Paid Holidays	26
	Partnership Agreement	95
26.3	Pregnancy/Adoption Leave	45, 72
15.2	Probationary Period	28
16.0	Promotions and Transfers	29
1.0	Purpose of Agreement	3
2.0	Recognition	3
	Rehabilitation Program	58
3.0	Relationship	4
23.0	Safety	44
15.0	Seniority	27
11.2	Shift Premium	19
19.0	Sick Leave	35
19.5	Sick Leave (on termination)	36
12.8	Stand-by Pay	22
10.0	Strikes/Lockouts	18
	Students Employment	79
29.0	Temporary Employees	49
18.0	Temporary Transfers	33
11.4	Tool Allowance	19
	Travel Allowance	83
21.11	Unemployment Insurance Rebate	43
5.0	Union Representation	6
9.6	Union Representation (discipline)	16
13.0	Vacations	24
11.0	Wages	19
	Wages (Schedule A)	53
22.0	Workers' Compensation	43

THIS AGREEMENT made this 16th day of August, A.D. 1996,

BETWEEN:

THE CORPORATION OF THE CITY OF SCARBOROUGH, hereinafter called the "Corporation",

OF THE FIRST PART;

and

SCARBOROUGH CIVIC EMPLOYEES' UNION, LOCAL 368 chartered by the Canadian Union of Public Employees, hereinafter called the "Union",

OF THE SECOND PART.

NOW THEREFORE this Agreement witnesseth:

Article 1 - PURPOSE

(1) The general purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its employees; and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.

Article 2 - RECOGNITION

(1) The Corporation recognizes the Union as the exclusive collective bargaining agency for all its hourly-rated employees whose classifications are shown in Schedule "A" hereto annexed and forming part of this Agreement.

(2) Temporary Employee. For the purposes of this Agreement, a temporary employee is a person employed either to replace a permanent employee who is absent or for a short period of time on work which is necessary to catch up on an overload of normal duties in a department and is entitled only to those benefits and subject to those regulations as provided in Section 29.

Article 3 - RELATIONSHIP

(1) All present employees in the bargaining unit who have acquired seniority shall become and remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment, and all persons who may hereafter become employees in the bargaining unit shall upon the expiry of thirty (30) days, become and remain members in good standing of the Union during the life of this Agreement as a condition of employment. Notwithstanding anything contained in this section, no grievance shall be accepted by the Corporation if such grievance concerns the discipline or discharge of an employee until such person has attained full seniority, which seniority shall be effective at the expiry of ninety (90) calendar days from the starting date.

(2) The Union will not engage in any Union activities that are not of mutual interest to the local Union and the Corporation during working hours, or hold meetings at any time on the premises of the Corporation without the permission of the Corporation.

(3) The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Unit. It therefore agrees that it will cooperate with the Corporation in its effort to assure a full day's work on the part of its members, to actively combat absenteeism, eliminate waste, conserve materials and supplies, and improve the quality of workmanship, help to prevent accidents, and strengthen goodwill between the employer, the employee, and the public, and to promote and ensure equal employment opportunity and a harassment-free workplace.

(4) The Corporation and the Union agree that, as set out in the Ontario 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, race, creed, colour, disability, or by reason of his/her membership in, or, activities on behalf of the Union."

Article 4 - MANAGEMENT RIGHTS

(1) 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 employees for reasonable cause provided that a claim by an 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 hereinafter provided.

(2) 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 schedule any shift work as required, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and assignment of employees are solely and exclusively the responsibility of the Corporation. The Corporation also has the right to make and alter from time to time the rules and regulations to be observed by the employees, but before altering any such rules, the Corporation will discuss same with the Union Executive Committee and give them an opportunity of making representation with regard to such proposed

alterations.

(3) The Corporation agrees not to exercise these rights in a manner inconsistent with the terms of this Agreement.

Article 5 - UNION REPRESENTATION

(1) The Corporation acknowledges the right of the Union to appoint or otherwise select an Executive Committee. Members of the Committee shall be permanent employees of the Corporation during their term of office. The Corporation will recognize and discuss with five (5) members of the said Committee any matters properly arising out of this Agreement, and the said Committee will co-operate with the Corporation in the administration of this Agreement. It is understood, however, that the Grievance Committee will process and handle grievances.

(2) The name and jurisdiction of each of the members of the above Committee, and the name of the Chairman from time to time selected, shall be given to the Corporation, through the Senior Director, Human Resource Services, in writing, and the Corporation shall not be required to recognize any such member until it has been notified in writing by the Union of the name and jurisdiction of such member.

(3) The Corporation will recognize a Grievance Committee composed of not more than three (3) members. Such Grievance Committee shall meet with the Corporation when processing a grievance as defined in the Grievance Procedure up to but not including appearances before the Administrative Committee. Such Grievance Committee shall then be composed of not more than four (4) members, including the aforementioned Grievance Committee and the Grievor.

(4) The Union Executive and representatives of the employer shall meet at least once every sixty (60) days, if either of the parties so request, at a time convenient to both parties to discuss matters of mutual interest or problems arising out of this Agreement which have not been processed through the grievance procedure.

(5) The privilege of members of Committees to leave work without loss of basic pay or benefits to attend to Union business is granted on the following conditions:

- (a) The time shall be devoted to the prompt handling of Union business.
- (b) The members of the Committees shall obtain the permission of the Foreman or Superintendent concerned before leaving his work. Such permission shall not be unreasonably withheld.
- (c) The time away from work shall be reported in accordance with the time-keeping methods of the department in which the employee is employed.
- (d) The Corporation reserves the right to limit such time if the time to be taken is unreasonably excessive.

- (e) No employee shall lose pay or benefits for time spent with the Corporation's representatives if he would otherwise have been employed or has regular work during such hours.
 - (f) 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.
- (6) Any employee elected or appointed to represent the Union at a conference, convention, or full-time Union employment shall be granted leave of absence without pay to attend the business for which the leave is required providing permission is obtained and it does not seriously affect the operation of the Department.
- (7) The Corporation agrees that, for the duration of this Collective Agreement, three (3) members of the Union Executive 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 the day off will be granted pending the availability of the appropriate Corporation representatives.
- (8) The Corporation will recognize a Negotiating Committee which shall consist of five (5) representatives from Local 368.
- (9) The Corporation undertakes to instruct all members of its supervisory staff to co-operate with Union Committees and carry out the terms and requirements of this Agreement.
- (10) The Union undertakes to secure from its officers and members their co-operation with the Corporation and with all persons representing the Corporation in a supervisory capacity.

Article 6 - COMPLAINT PROCEDURE

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 Senior Director, Human Resource Services without violating the Agreement or setting a precedent.

The Union may submit a complaint to the Department Head or Senior Director, Human Resource Services either in writing or verbally and such complaint shall be adjusted or answered within five (5) working days of receipt of same.

If the decision given is not satisfactory to the Union, the issue will be referred to the Senior Director, Human Resource Services in writing and will be discussed at the regular weekly meetings.

Article 7 - GRIEVANCE PROCEDURE

- (1) The parties to this Agreement are agreed that it is of the utmost importance to adjust

complaints and grievances as quickly as possible.

- (a) A grievance shall be defined in this Agreement as being any allegation in writing that the application, interpretation or administration of this Collective Agreement has been violated.
- (2) No grievance shall be considered:
 - (a) which usurps the Rights of Management as set out in Section 4, or
 - (b) where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the grievance.
- (3) Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1 - It is understood that before the Grievance is reduced to writing and filed with the Grievor's Superintendent, the Grievor's Foreman or his immediate supervisor not in the bargaining unit, will have an opportunity to adjust the grievance. The aggrieved employee shall be accompanied by his Union Steward or an available Union Representative in this process.

Step No. 2 - Should the grievance not be satisfactorily adjusted, the aggrieved employee, together with his Steward, shall seek to settle the written grievance with the Division Superintendent or his equivalent.

The Division Superintendent or his equivalent shall give his decision in writing within two (2) working days from the date on which the meeting was held.

Should no settlement satisfactory to the employee and/or the Union be reached, the next step of the Grievance Procedure may be taken at any time within three (3) working days from the day on which the written decision was given by the Division Superintendent or his equivalent.

Step No. 3 - If the grievance is not resolved in Step No. 2 to the satisfaction of the Grievor and the Union, the written grievance may be submitted by the Union to the Department Head or his designate within three (3) working days after the Union receives the written decision from the Superintendent. The Department Head or his designate will discuss the grievance with the Grievance Committee at a meeting of the parties within three (3) working days at which the Grievor shall attend. The Department Head or his designate shall give a decision, in writing, within four (4) working days from the date on which the meeting is held.

Step No. 4 - Should the decision of the Department Head or his designate not be satisfactory to the Grievor and the Union, and the Union wish to proceed with the Grievance, the Union shall notify the Senior Director, Human Resource Services in writing within four (4) working days of receiving such decisions. The Senior Director, Human Resource Services shall place the grievance before the Administrative Committee.

The Administrative Committee shall meet with the parties within fifteen (15) working days of

the Senior Director, Human Resource Services receiving the grievance and render its decision within three (3) working days of such meeting being held.

However, it shall be understood that the Senior Director, Human Resource 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 No. 5 -If the decision of the Administrative Committee is not acceptable to the Grievor and the Union, the matter may be referred by the Union to a Board of Arbitration provided that such notice is given to the Corporation through the Senior Director, Human Resource Services within five (5) working days after the Administrative Committee's decision in Step No. 4 is delivered in written form to the Union.

(4) Where a dispute involving a question of general application or interpretation occurs concerning a group of employees, Step No. 1 and 2 of this Article may be by-passed on request of the Union.

(5) With mutual agreement of the parties, the Senior Director, Human Resource Services may be substituted for the Administrative Committee at Step 4 and Step 5 of the Grievance Procedure. It is understood that grievances within the Human Resource Services Division will proceed directly to Administrative Committee in place of the provisions of this Article.

Article 8 - ARBITRATION

(1) 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 the steps of the grievance procedure required and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties.

(2) The Board of Arbitration shall be composed of one (1) person appointed by the Corporation, one (1) person appointed by the Union, and the third person to act as Chairman chosen by the other two members of the Board.

(3) 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 in writing.

(4) 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 seven (7) days of the notification mentioned in Section (3) above, the Minister of Labour of the Province of Ontario will be asked to nominate a Chairman.

(5) The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.

(6) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

(7) Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.

(8) 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 Council, or who has any interest in the grievance.

(9) Notwithstanding the above, either party may, by mutual agreement of the parties, refer a grievance to a one-man Board of Arbitration.

(10) Prior to arbitration, both parties may agree to use the service of a mutually agreeable Mediator to solve the grievance, whose decision shall not be binding.

(11) In the event that both parties agree to a single Arbitrator in the settlement of a grievance which has reached the arbitration step, the Arbitrator shall be selected by mutual agreement of the parties.

Article 9 - DISCHARGE CASES

(1) In the event of an employee who has attained seniority being discharged from employment, and the employee alleges that an injustice has been done, the case may be taken up as a grievance.

(2) Discharge of an employee shall only be undertaken by a Department Head or designated Director.

(3) A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Senior Director, Human Resource Services by the Union within five (5) working days after the employee ceases to work for the Corporation.

(4) A discharge or suspension grievance may be settled by confirming the management's action in dismissing the employee, 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, or in the opinion of an Arbitration Board.

(5) Where any 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 time before leaving the Corporation's premises.

(6) 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 or any disciplinary document intended for the personnel file.

(7) An employee who has been the recipient of a Warning of Offence or on whose record a Derogatory Notation has been made, will have an opportunity to have such Warning of Offence or Derogatory Notation removed from his/her file in accordance with the following procedure:

Such employee in excess of two year's service with the City , who has not received a Warning of Offence or caused a Derogatory Notation to be made on his record for two (2) consecutive years, may request a review by the Senior Director, Human Resource Services. The Department Head and Senior Director, Human Resource Services may remove, at their option, any such Warning of Offence or Notation from the employee's record.

Article 10 - NO STRIKES--NO LOCKOUTS

(1) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this Agreement there will be no illegal strike, picketing, slow down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lockout.

(2) The Corporation will have the right to discharge or otherwise discipline employees who take part in, or instigate an illegal strike, picket, stoppage or slow down. A claim of unjust discharge or treatment may be the subject of a grievance and dealt with as hereinbefore provided.

(3) Should the Union claim that cessation of work constitutes a lockout, it may take the matter up with the Corporation as provided in Article 7.

(4) The Union further agrees that it will not involve any employee of the Corporation, or the Corporation itself, in any dispute which may arise between any other employer and the employees of such other employer.

Article 11 - WAGES

(1) During the term of this Agreement, the Corporation and the Union agree that all payments of wages will be made in accordance with the wage schedule set forth in Schedule "A" hereto which is hereby made part of this Agreement.

(2) A shift premium of sixty-two (62) cents per hour shall be paid to those employees assigned to shift work.

(a) Each employee of the Corporation coming within the Local 368 Bargaining Unit who, as part of a regularly scheduled workweek, 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 one dollar and six cents (\$1.06) per hour for all regular hours worked on such scheduled shifts. The weekend shift bonus premium shall be in lieu of the existing provision of Article 11(3) and 11(6).

(3) Wages shall be paid every two (2) weeks on a Thursday, and the employee's pay cheque

shall be inserted in an individual envelope. Employees hired after August 1, 1993 shall be required to use direct pay deposit.

(4) A tool allowance of \$325.00 per annum will be paid in the first pay period in the month of November of each year to all employees in the classification of licensed motor mechanic employed by the Corporation.

(5) An employee who works a regularly scheduled day on Saturday and/or Sunday shall be paid a premium of sixty-two (62) cents per hour for all hours worked on such days for which no other premium or bonus is paid.

Article 12 - HOURS OF WORK AND OVERTIME

(1) The following paragraphs and section are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

(2) For the purposes of general classification, employees shall be referred to as either day workers or shift workers.

(3) Day workers shall be those employees whose duties are scheduled between the hours of 7:00 a.m. and 6:00 p.m. All other employees shall be considered as shift workers.

(4) The hours of work per day shall be eight (8) and the number of days of work per week shall be five (5) consecutive.

(5) The only exception to the hours referred to in Section (4) shall be the Solid Waste and Recycling Section whose hours shall consist of two consecutive 9-hour shifts, one 4-hour shift, and two consecutive 9-hour shifts. These hours to be re-negotiated if Saturday work becomes necessary.

(6) The following explanation covers shifts. Each 24-hour period shall consist of three (3) equal shifts of 8 hours. Shift No. 1 shall be the first period of 8 hours and on this shift the bonus will be payable. Shift No. 2 shall be the second period of 8 hours for which no shift bonus is payable. Shift No. 3 shall be the third period of 8 hours for which a shift bonus will be payable. Where work is scheduled for two (2) shifts only, then the first shift shall be the second period of 8 hours in 24, and the second shift shall be the third period of 8 hours in 24 and the shift bonus shall be payable on the third period of 8 hours only. When an employee works on shift work for 50% or more of the weekly hours, he shall receive shift premium for the complete week.

(7) Those employees travelling to the various locations for lunch will have not more than ten (10) minutes allowed for such travelling prior to the lunch period. This is not to be extended to persons who are working at these locations.

(a) Daytime workers shall have one-half hour for lunch which will not be included in

the 8 or 9 hours worked by them. One hour lunch period may be agreed to if approved by the Department Head for all or portions of his Department. Shift workers will be paid for their lunch hour but will only take sufficient time in which to consume their normal mid-shift meal.

(8) Stand-by men shall be available on Saturdays, Sundays, and Holidays, for which they will receive a minimum of four and one-half hours pay at straight time for the rate of pay in effect for their job classification for each 8 hours so requested to stand-by. Such pay shall include the first three hours of actual work performed.

(a) Minimum Call Back Time. Every employee who is called out to work outside his normal day or shift shall be paid at overtime rates with a minimum of three (3) hours call back time and shall be calculated from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly from work.

(9) 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 and 7th consecutive shifts, and also for all work performed before or after the expiry of the normal shift, and for all work performed on Paid Holidays as designated in Article 14. The option of receiving lieu time as payment for overtime is available in accordance with the Letter of Understanding.

(10) The Union recognizes and agrees that overtime work is necessary under certain circumstances as determined by the employer. Overtime shall be on a voluntary basis except for emergency.

(11) When scheduling of shifts becomes necessary, the position shall be posted showing the number of men required and probable duration of work. If selection, because of lack of applicants becomes necessary, those employees who are qualified to perform the work and with the least seniority shall be selected.

(12) When overtime is required, those employees normally performing the work required shall be those selected to do the overtime work. Overtime shall be distributed as equitably as possible among such employees provided they are available and it does not have the effect of disrupting a crew already assigned to a vehicle or a specific assignment of work and have indicated their willingness to perform such extra work. The Corporation will make every attempt to ensure that telephone lists are kept up-to-date and to be meticulous in allocating overtime to the crew members normally doing the work, and then to other employees, so that equal opportunity exists in each category.

Article 13 - VACATIONS WITH PAY

(1) All employees who have been employed by the Corporation for a period less than twelve (12) months prior to July 1st, in any year, shall be entitled to one day's vacation with pay at a time approved by the Department Head or his designate for each full month of employment provided that the credit shall be given for the month in which the employment is commenced if

the starting date is prior to the fifteenth day of the month. In no event shall vacation with pay, as hereinbefore provided, exceed ten (10) working days.

(2) All employees who have been employed by the Corporation for a period of one (1) year or more at July 1st, in a year, shall receive fifteen (15) working days vacation with pay at a time approved by the Department Head or his designate.

(3) All employees who have been employed by the Corporation for a period of nine (9) years or more at July 1st, in any vacation year, shall receive twenty (20) working days vacation with pay at a time approved by the Department Head or his designate.

(4) All employees who have been employed by the Corporation for a period of seventeen (17) years or more as of July 1st, in any vacation year, shall receive twenty-five (25) working days vacation with pay at a time approved by the Department Head or his designate.

(5) All employees who have been employed by the Corporation for a period of twenty-two (22) years or more as of July 1st, in any vacation year, shall receive thirty (30) working days vacation with pay at a time approved by the Department Head or his designate. 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. In the first year of this provision (1992) those employees with greater than 30 years service are eligible to receive the extra five (5) working days.

(6) Any employee who leaves the services of the employer for any reason shall be paid his unused vacation credits in the same manner as those provided for in this section under sub-section (1), (2), (3), (4), and (5), which have accumulated prior to the date of separation.

(7) It is agreed that the matter of vacation entitlement for employees of Local 368 will fall within the jurisdiction of the Senior Director, Human Resource Services.

(8) Subject to the approval of the Department Head, seniority shall be the ruling factor in choice of vacation dates. Where an employee requests that his/her vacation be split into two or more periods, seniority will apply only to the greatest of the periods requested.

(9) In order to meet the need for early reservation of vacation periods, employees shall submit vacation requests not later than April 1 each year.

Article 14 - PAID HOLIDAYS

(1) 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 Saturday or Sunday, exclusive of Remembrance Day, November 11th.

(2) Paid Holidays shall mean: New Year's Day, Good Friday, Easter Monday, Victoria Day,

Civic Holiday, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing 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 a work week, Monday to Friday.

(3) The above regulations shall not apply to employees who have permission to be absent a day prior to and a day following such Paid Holiday.

(4) 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.

(5) Where a Paid Holiday occurs within a vacation period, a day off shall be granted to the employee so affected, or a day's pay in lieu thereof to the employee. If time off is taken it shall be at the discretion of the Department Head or his designate.

(6) When a Paid Holiday falls on a shift worker's scheduled day off, it shall be treated as a Paid Holiday for him provided the day workers were also paid for the same Paid Holiday.

(7) Pay for the first paid holiday during the probationary period of a new employee shall be withheld until the employee is confirmed as a permanent employee.

Article 15 - SENIORITY

(1) Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Corporation and as a member of Local 368.

(2) An employee will be considered probationary for the first ninety (90) calendar days and will have no seniority rights during that period. After ninety (90) calendar days' service, his seniority shall date back to the day on which his employment began.

(3) Any employee who has been off the payroll for a continuous period of twelve months or more, will lose any previously acquired seniority and may be re-hired only as a new employee. A person shall not be considered an employee for benefits under this Contract who ceases to work for the employer, except his seniority will be maintained for a period of one year's absence following the last day worked if absence is due to lay-off or illness during that period. If absence is due to substantiated illness that prevents an employee from attending work, two years absence without loss of seniority will be recognized.

(4) An employee shall lose his seniority standing if he voluntarily quits his employment with the Corporation, or if he is discharged for reasonable cause and is not re-instated pursuant to the provisions of Article 7 hereinbefore noted.

(5) Seniority Lists will be revised every six (6) months and six (6) copies of the alphabetical

list and six (6) copies of the overall list will be given to the Union.

(6) In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement and subsequently returns to a position covered by this Agreement, he shall retain the seniority previously acquired as a member of Local 368.

(7) In the event that an employee covered by this Agreement should be temporarily promoted beyond the scope of this Agreement for a period not exceeding twelve (12) calendar months, and subsequently returns to a position covered by this Agreement, he shall retain the seniority previously acquired as a member of Local 368 and shall have added thereto the seniority accumulated while serving in such a supervisory capacity.

Article 16 - PROMOTIONS AND TRANSFERS

(1) In promotions to jobs within the scope of the Bargaining Unit, the applicant who possesses the required qualifications and has applied for the job shall be selected. In the event that two or more persons possess the required qualifications, the person with the greatest seniority shall be selected, subject to the right of the Union to grieve any decision which in the opinion of the Union is considered to be unjust.

(2) In cases of applications for a vacant position having the same rate of pay or less than the employee is presently receiving, the application will be considered, providing the senior applicant possesses the required qualifications for the posted position.

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

(3) When vacancies occur, or new positions are created in any job classification under the C.U.P.E. Local 368 Collective Agreement or the C.U.P.E. Local 545 Collective Agreement, promotion bulletins thereof outlining the position, salary or wages, shall be posted on the bulletin boards in the yard lunchrooms for a period of five (5) consecutive working days. The successful applicant shall be selected and the name posted not later than five (5) working days after the closing date of posting, provided, however, that temporary appointments of senior qualified available employees may be made to fill said vacancies. Posting for a vacant position, temporarily filled, shall be made within three (3) working days.

(4) All employees who are promoted to another position shall be subject to consecutive appraisal reports, a copy of which shall be given to the employee, at the expiration of thirty (30), sixty (60) and eighty-five (85) day periods, which periods shall be calculated from the date of

assumption of the new position. If at the end of ninety (90) days such employee is declared satisfactory by the Department Head, he shall then hold permanent seniority in the job classification. In the event that the employee fails to qualify for the position, he will return to his former position with no loss of seniority and a written explanation will be submitted to the Union.

- (a) During the first thirty (30) days, the employee shall have the option of voluntarily returning to his former position with no loss of seniority. In this case, the next senior qualified applicant for the original posting shall be considered for the position.

(5) The Corporation hereby agrees that prior to transferring a shop steward, the subject will be discussed with the appropriate departmental representatives at a Sub-committee Meeting (Tuesday meetings).

Article 17 - LAYOFF AND RECALL

(1) Where a layoff of staff is proposed, other than as a result of a breakdown of machinery, power shortage, or other emergency, the Corporation will give at least five (5) working days' notice of such proposed layoff to the employees affected and to the President of the local Union.

(2) In the event of layoff, if a senior employee wishes to transfer to another job, and the Corporation feels that his skill, competence and efficiency are sufficient to justify the transfer, arrangements for such transfer will be made wherever possible.

- (a) Notwithstanding the foregoing, the President and the Corresponding Secretary shall be the last persons laid off during their term of office, so long as full time work which they are qualified to perform, at their own or at a lower wage level, is available.

(3) Provided that the employees affected are of equal skill, competence and efficiency, and subject to the limitations set out hereafter, the last employee hired shall, in the case of layoff, be the first laid off and the last employee laid off shall, upon application, be the first re-hired.

(4) An employee who has been laid off but who still retains seniority, and who is notified to return to work, will lose his seniority unless he notifies the Corporation within five (5) days that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event, within seven (7) days after the date he is advised by registered mail to the last address on record with the Corporation, of such notice.

(5) Employees who have been laid off due to lack of work and subsequently re-employed will have their length of service determined by the actual time they have been on the Corporation's payroll, provided that such employees return to work when notified, and subject to the conditions of Article 15, Clause (3) and Article 17, Clause (4).

Article 18 - PAY ON TEMPORARY TRANSFERS

(1) Any 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:

- (a) 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.
- (b) 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.

(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:

- (a) 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.
- (b) 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 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; and until such time as he displays such efficiency, skill or ability, he shall continue to receive his own regular rate.

Article 19 - SICK LEAVE

(1) Employees shall receive sick leave accumulated on the following basis, namely: After three (3) months' continuous service, sick leave allowance shall be one and one-half days per month commencing with the fourth month of employment, provided that the Corporation may require suitable evidence for absence in the event of claim for sick leave pay.

(2) An employee retiring from the service at the age of sixty- five (65) years 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

(3) 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 at the rate of pay received by him 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.

(4) A statement will be issued in January and July of each year to each employee stating the amount of accumulated unused sick leave he has to his credit.

(5) An employee whose services are terminated for reasons other than those provided in Paragraph 2 or 3 will be entitled to payment for unused accumulative sick leave credits on the following basis:

- (a) Over ten (10) years and less than fifteen (15) years of service -- one-half of the unused balance or the equivalent of three (3) months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.
- (b) Over fifteen (15) years and less than twenty (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.
- (c) Over twenty (20) years and less than twenty-five (25) years of service -- one-half the unused balance or the equivalent of five (5) months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.
- (d) Over twenty-five (25) years of service -- one-half of the unused balance or the equivalent of six (6) months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.

(6) The Corporation will pay 100% of the premium cost of a Long Term Disability Plan to provide a benefit of 75% of the employee's basic salary.

(7) The Corporation and the Union agree that a Holding Unit will be established for employees who qualify for Long Term Disability 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, 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 pension 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 an employee in the Holding Unit can return to work within the two (2) year period, 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.

Article 20 - BEREAVEMENT

(1) Leave of absence with a maximum of four (4) days' pay shall be granted to an employee who suffers a bereavement in his immediate family, which is defined as: wife or husband and child or children. Leave of absence with a maximum of three (3) days' pay shall be granted to an employee who suffers a bereavement with his/her mother or father, brother or sister, grandmother or grandfather, 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. Reference to spouse will be as defined in the Family Reform Act.

(2) 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 (2) additional working days shall be allowed.

(3) It is understood that an employee may discuss with his Department Head or designate the question of permission for absence due to a bereavement of persons other than those specified in the above.

Article 21 - HOSPITAL AND MEDICAL INSURANCE

(1) The Corporation shall pay on behalf of the employee, 100% of the premium cost of the CUMBA Semi-private hospital accommodation if such employee has selected this type of accommodation in addition to the standard ward care as provided by the Ontario Health Insurance Plan.

(2) 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.)

(a) All eligible employees shall be provided with a CUMBA Optical Benefit Plan or equivalent providing for a \$175.00 eyeglass benefit for each member of the family once per two-year period. Premium shall be paid in full by the Corporation.

(b) Coverage to 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.

(c) Hearing aid benefit coverage to be provided to a maximum of \$400.00.

(3) The Group Life Insurance Plan shall be maintained on its present basis with the

Corporation paying 100% of the premium cost of the existing plan.

(4) Effective January 1, 1978 employees presently enrolled in the Metro Pension Plan will receive pension benefits equivalent to those provided under the revised O.M.E.R.S. Plan at a maximum future service contribution of 7%.

(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 Corporation's Group Insurance 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.

(6) The Corporation will pay 100% of the premium cost of a dental plan equal to the CUMBA Red Plan (no deductible), and Dental Rider 1 (Endodontics, Periodontics) and Dental Rider 2 (Dentures, 60/40 co-insurance) at the current O.D.A. rates. 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 (caps), inlays, onlays, gold fillings and space maintainers (for children with primary teeth.) The premium and service costs for this coverage are 100% Corporation paid.

(7) 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).

(8) The Corporation agrees to provide 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).

(9) Employees who retire before age sixty-five (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).

(10) Where an employee who elects early retirement and is eligible for benefits dies prior to his/her 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.

(11) 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.

Article 22 - WORKERS' COMPENSATION

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

(2) The Corporation shall pay in addition to the amount stipulated in Article 22, Clause (1) above, 25% of any employee's regular day work rate for a period not exceeding three (3) months from the date of his injury provided that he is unable to work because of such injury.

(3) That where an action arising out of an accident to an employee who is covered by this Agreement in the performance of his assigned work and 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 costs of the services of the solicitor for the Corporation, the surplus amount shall be allocated by the Corporation in accordance with the requirements of the Workers' Compensation Act.

Article 23 - SAFETY

(1) Proper safety measures shall be required at all times to protect employees. Protective 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.

(2) The Corporation will recognize a Joint Occupational Health and 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.

Article 24 - CLOTHING ALLOWANCE

(1) The Corporation will provide, at the discretion of the Department Head, parkas, winter and summer footwear as required for permanent employees.

(2) The Corporation agrees that a summer clothing issue, as agreed to by the parties, will be provided May 1, 1996, May 1, 1997 and May 1, 1998. The Corporation further undertakes not to take disciplinary action against employees for the wearing of their own clothes; existing safety regulations to be continued as provided for.

Article 25 - EMPLOYEE SUPPORT PROGRAM

(1) 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.

Article 26 - LEAVE OF ABSENCE

(1) Leave of absence shall be granted to employees who request same to serve in the militia for training purposes or the Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Such seniority will accumulate during absence.

(2) An employee required to attend Citizenship Court during his normal working hours for the purpose of obtaining his Canadian Citizenship will be, on two (2) occasions only, granted one (1) day's leave of absence with pay.

(3) The Corporation agrees to grant employees pregnancy /parental/adoption leaves of absence in accordance with Appendix A.

(4) In accordance with Article 5(2), three (3) days off without loss of basic pay or benefits shall be granted to members of the Union's Negotiating Committee for the purpose of preparing bargaining proposals.

(5) The Corporation agrees to provide paid leave of absence as required for the Union representative on the Modified Work Program team for team meetings or matters related to the administration of the program.

Article 27 - GENERAL

(1) Employees who have become unable to handle heavy work to advantage owing to age or other infirmity, shall be given preference for any available light work.

(2) Copies of all By-laws or Resolutions which directly affect the Union, shall be forwarded to the Secretary of the Union. The Corporation agrees to forward a copy of the proposed Capital Budget for each year, on the same date it is made available for public viewing, and a copy of the approved Current Budget, within one (1) month after Council approval has been given to the budget, to the Corresponding Secretary of the Union.

(3) Each employee shall be paid his full wages for the period of jury services provided that he shall deposit with the Corporation Treasurer the full amount of compensation received for his services from the Sheriff or authorized persons.

(4) 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 received from such service as a witness, with the necessary expenses for which the employee would be compensated exempt from this provision. However, pay for any time used during the employee's regular work week for travel to and from places outside the Corporation Limits of Metropolitan Toronto will not be recognized.

(5) No work in job categories covered by this Agreement shall be contracted out at the expense of permanent employees being laid off.

(6) A job classification and rate not presently contained in Schedule "A" may be introduced by the Corporation, subject to the Grievance Procedure.

(7) Whenever the masculine or singular has been used throughout this Agreement, it shall be deemed to include the feminine or plural where the context so allows or requires.

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

Article 28 - DEDUCTION OF UNION DUES

(1) The Corporation agrees, during the lifetime of this Agreement, to the extent authorized in writing by each employee, but not otherwise, to deduct whatever sum may be authorized for Union dues for each pay period and to remit same not later than the first of the following month to the Financial Secretary of the Union Local. Such authorization shall be in duplicate and shall be signed by the employee concerned and witnessed by the Paymaster or Senior Director, Human Resource Services or his designate. It shall be on a form approved by the Union and the Corporation and shall take effect thirty (30) days from the date of employment. Such authorization shall be irrevocable. The Corporation shall, when remitting such dues, name the employee from whom such pay deductions have been made, and also the names of any such employees who have left the employment of the Corporation since the last payment.

(2) When income 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.

Article 29 REGULATIONS AND BENEFITS COVERING TEMPORARY EMPLOYEES

(1) For the purposes of this Agreement, a Temporary Employee is one who is employed for a definite term or task or to replace a permanent employee who is temporarily absent, to assist in clearing a backlog of work over and above a Department's normal workload.

A Temporary Employee, who is re-hired within three (3) months of being terminated, will have

his previous service included in his total service.

- (a) Temporary employees shall not be permitted to work in excess of one hundred and eighty (180) calendar days in any twelve (12) month period.
- (b) Shall participate in the following benefits in accordance with this Agreement: Hospital and Medical, Workers' Compensation, Overtime Pay, Vacation Pay and Protective Clothing. Payment for Paid Holidays to Temporary Employees shall be in accordance with the provisions of the Employment Standards Act.
- (c) Pay to the Union through payroll deduction an amount equal to Union Dues after thirty (30) calendar days of employment.
- (d) Temporary employees who have been appointed to permanent positions will have seniority back to date of last hiring.
- (e) Temporary employees shall receive the permanent rate of pay after ninety (90) days of employment.
- (f) Temporary employees shall receive the probationary rate for the first ninety (90) days of employment.
- (g) Temporary Employees assigned to outside work who report for work and are precluded from their regular duties by weather conditions will be given such work as may be available for a period of two (2) hours, or pay in lieu thereof. This provision shall not apply if a reasonable effort is made by the Corporation to inform the employee not to report.
- (h) Bona fide day school students employed during the period May 1st to September 30th inclusive in the years 1996 , 1997 and 1998 shall not be covered by this Collective Agreement except for Section 29(c). The wages and conditions of employment of these employees shall be defined in a mutually agreed upon Letter of Intent between the parties.

Article 30 - TERMINATION

This Agreement shall remain in force for a period from the first day of April, 1996 to December 31, 1998, inclusive, and shall continue to remain in force from year to year thereafter unless in any year the Corporation or Local 368 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 are so proposed to be changed or altered.

SIGNED THIS 16th day of August, 1996.

THE CORPORATION OF THE CITY OF SCARBOROUGH

F. FAUBERT, Mayor

D. WESTWATER, Clerk

SCARBOROUGH CIVIC EMPLOYEES' UNION, LOCAL 368,
chartered by the Canadian Union of Public Employees

W. GUTHRIE, President

G. LANGLOIS, Secretary

SCHEDULE "A"
WAGE STRUCTURE
HOURLY-RATED EMPLOYEES

GROUP	EFFECTIVE APRIL 1, 1996	JOB CLASSIFICATION
-----	-----	-----
1	\$14.84	Probationary Labourer for 90 days
2	\$15.04	Housekeeper
4	\$16.13	Labourer Janitor Apprentice Mechanic
10	\$16.88	Gang-Leader (non-driving) Flusher Helper Operator of: Farm Tractor Triplex Mower Chipper Fertilizer Spreader Seeder Working Truck Jeep Other Machine Asphalt Raker Cement Finisher Truck Driver (Up to and not including 2.5 Tonnes) Tool Crib Attendant Arena Attendant
14	\$17.28	Truck Driver - Hazardous Material Park Attendant
17	\$17.59	Traffic Patrolman (M/F) Truck Driver (2.5 Tonnes & Over) Handyman (M/F) Form Setter Night Patrol (M/F) Street Light Patroller
20	\$17.79	Gang Leader Operator/Spare Night Patrol Gang Leader Operator GLO/Spare Pump Operator
23	\$17.92	Operator (Tractor with Sandblaster)

		Arena Operator Greaser
26	\$18.09	Driver Loader
29	\$18.15	Arborist I Gardener (Grade 1)
32	\$18.22	Service Centre Attendant Maintenance Man (M/F) (PBS) Maintenance Man ((M/F) (Parks)
33	\$18.28	Operate & Maintain: Educator Loader Sweeper Sander Back Hoe Drag Line Tandem Truck Gang Mower Other Heavy Equipment Operator Sub-Foreman Technical (M/F) Driver Loader, Tandem Axle
34	\$18.72	Tractor Trailer Driver
35	\$19.00	Inquiry Clerk - General Yard Clerk (Street Services) Yard Clerk (Solid Waste/Recycling) Yard Clerk (Pay) Electronic Equipment Repairman Chief Arena Operator Communications Clerk Pump Station Operator Senior Gardener Small Equipment Repairman (M/F) Arborist II Stock Clerk (Parks) Irrigation Technician Stock Clerk
38	\$19.55	Assistant Foreman (M/F) Senior Yard Clerk Signcraft Technician Senior Communications Clerk Building System Operator In-Tr Welder Maintenance Man (M/F) Senior Stock Clerk Custodial Supervisor

41	\$20.62	Senior Welder/Maintenance Man (M/F)
43	\$21.32	Licensed Mechanic
45	\$22.19	M&C Craftsman (M/F) (Electrician, Carpenter, Mason, Plumber, Lather, Refrigeration & Air Conditioning, Oil & Gas, Painter) Building Systems Operator

SCHEDULE "A"
WAGE STRUCTURE
HOURLY-RATED EMPLOYEES

GROUP	EFFECTIVE JANUARY 1, 1998	JOB CLASSIFICATION
-----	-----	-----
1	\$14.99	Probationary Labourer for 90 days
2	\$15.19	Housekeeper
4	\$16.29	Labourer Janitor Apprentice Mechanic
10	\$17.05	Gang-Leader (non-driving) Flusher Helper Operator of: Farm Tractor Triplex Mower Chipper Fertilizer Spreader Seeder Working Truck Jeep Other Machine Asphalt Raker Cement Finisher Truck Driver (Up to and not including 2.5 Tonnes) Tool Crib Attendant Arena Attendant
14	\$17.45	Truck Driver - Hazardous Material Park Attendant
17	\$17.77	Traffic Patrolman (M/F) Truck Driver (2.5 Tonnes & Over) Handyman (M/F) Form Setter Night Patrol (M/F) Street Light Patroller
20	\$17.97	Gang Leader Operator/Spare Night Patrol Gang Leader Operator GLO/Spare Pump Operator
23	\$18.10	Operator (Tractor with Sandblaster)

		Arena Operator Greaser
26	\$18.27	Driver Loader
29	\$18.33	Arborist I Gardener (Grade 1)
32	\$18.40	Service Centre Attendant Maintenance Man (M/F) (PBS) Maintenance Man (M/F) (Parks)
33	\$18.46	Operate & Maintain: Eductor Loader Sweeper Sander Back Hoe Drag Line Tandem Truck Gang Mower Other Heavy Equipment Operator Sub-Foreman Technical (M/F) Driver Loader, Tandem Axle
34	\$18.91	Tractor Trailer Driver
35	\$19.19	Inquiry Clerk - General Yard Clerk (Street Services) Yard Clerk (Solid Waste/Recycling) Yard Clerk (Pay) Electronic Equipment Repairman Chief Arena Operator Communications Clerk Pump Station Operator Senior Gardener Small Equipment Repairman (M/F) Arborist II Stock Clerk (Parks) Irrigation Technician Stock Clerk
38	\$19.75	Assistant Foreman (M/F) Senior Yard Clerk Signcraft Technician Senior Communications Clerk Building System Operator In-Tr Welder Maintenance Man (M/F) Senior Stock Clerk Custodial Supervisor

41	\$20.83	Senior Welder/Maintenance Man (M/F)
43	\$21.53	Licensed Mechanic
45	\$22.41	M&C Craftsman (M/F) (Electrician, Carpenter, Mason, Plumber, Lather, Refrigeration & Air Conditioning, Oil & Gas, Painter) Building Systems Operator

SCHEDULE "B"

MODIFIED WORK PROGRAM

OBJECTIVES

The objectives of the Modified Work Program are:

1. To provide for early vocational/medical rehabilitation and progressive reintegration into the workplace, until the disabled employee is capable of returning to his/her regular position.
2. To provide suitable gainful employment for workers who are permanently disabled.
3. To minimize injury and illness related absences.

ELIGIBILITY

All employees who are off work because of injury or illness and in receipt of sick benefits, long term disability benefits or workers' compensation benefits, and have been declared suitable for modified employment by one of the following:

1. Treating Physician
2. Long Term Disability Carrier
3. Workers' Compensation Board,

will be eligible for the modified work program.

DEFINITIONS

Accommodation - The employer will be required to undertake any and all actions that will respond to the need of the disabled, subject to the limitation of undue hardship. In assessing undue hardship, consideration will be given to the guidelines of the Ontario Human Rights Commission (Guidelines for Assessing Accommodation Requirements for Persons with Disabilities).

Essential Duties - Consideration will be given to the duties necessary to produce the actual job outcome. The job outcome is the production or provision of the final product or service required. The overall objective of the position constitutes job outcome. Consideration should be given to:

- how often each duty is undertaken
- the proportion of time spent at each specific duty
- the contents of any current and relevant job posting

Transitional Work Program -

An individualized program that facilitates a gradual transition from disability to the eventual vocational objective. Over the duration of the program, the worker will gradually increase his/her hours of work and work demands in order to readjust to the employment.

Temporary Modified Work -

is any job, task, function or combination thereof that a worker who suffers a partial disability or diminished capacity, may perform safely, without risk of re-injury or exacerbation of the existing injury. For the purposes of this program, temporary work will not exceed a period greater than four months, made up of two eight week assignments.

Permanent Modified Work -

could consist of relocating the employee to a suitable existing position, as soon as it becomes available or modifying the workplace as required to the point of undue hardship. It must be established through a medical program that the employee is permanently disabled and incapable of performing the essential duties of his/her regular position.

Accommodated Pre-Accident Job -

the pre-accident job that has been modified to enable the injured worker to perform the essential duties of the job.

Comparable Job - any job that is comparable to the pre-accident job in the following areas; duties, working conditions, working environment, hours of work, overtime potential, skill, effort, responsibility, rights, privileges, advancement opportunities, vocational qualifications and wages.

Suitable Job - any available job which the injured worker has the necessary skills to perform, is medically able to perform and which does not pose a health or safety hazard to the worker or any other co-worker.

MODIFIED WORK PROGRAM TEAM (MWP TEAM)

In order to ensure that all interests are taken into consideration and a successful rehabilitation plan is developed, a team approach will be utilized. Although, the specific individuals in each case will vary, the MWP Team will consist of the following participants.

Participants

1. Disabled Worker.
2. Health Practitioner (ie. Physician, Chiropractor, Physiotherapist).
3. Human Resource Services Representative.
4. Union Representative.
5. Department Superintendent/Foreman/Supervisor.
6. Rehabilitation Caseworker (ie. W.C.B. or L.T.D.)

RESPONSIBILITIES

Disabled Worker

- promptly report all accidents and illnesses.
- obtain medical aid immediately and continue medical rehabilitation as necessary to recover physically.
- return the completed physician's letter immediately following the initial assessment, where practical, to the Foreman/Supervisor.
- maintain regular contact with Foreman/Supervisor and WCB/Insurance Carrier.
- participate in exploring alternative or modified work opportunities and developing a rehabilitation plan, in consultation with his/her union representative.

Health Practitioner

- assess the worker's capabilities and limitations to determine if he/she is able to work and if so, with what restrictions and prognosis for recovery.
- provide regular follow-up assessment of worker's physical capabilities and progress.
- support the modified work program as a viable rehabilitation process.

Human Resource Services Representative

- facilitate an early return to work following an injury or illness.
- obtain confirmation regarding the employee's medical condition, restrictions and progress.
- coordinate MWP Team meetings to discuss the worker's abilities and employment alternatives.
- maintain regular contact with disabled worker for evaluation and support during rehabilitation process.

- act as liaison between employee, union representative, physician, supervisor and WCB/Insurance Carrier.

Union Representative

- provide support, encouragement and direction to the disabled worker where appropriate.
- work in co-operation with all members of the MWP Team to facilitate a successful return to work as soon as possible.

Department Representative

- maintain contact with the disabled worker to monitor his/her suitability to return to work
- modify the work or workplace, as necessary to accommodate the disabled worker's restrictions.
- provide an on-the-job period of transitional employment for the returning worker, as necessary.
- provide training.
- monitor the disabled worker's performance and progress in relation to the physical abilities or limitations.
- ensure that no tasks are being assigned other than those in accordance with the restrictions on the assessment form.
- relate progress evaluation and concerns regarding the assigned work to the Human Resource Services Representative.

WCB Representative

- within 45 days after notice of accident is filed, WCB will contact the worker who has not returned to work to identify the need for vocational rehabilitation services.
- if after six months, the injured worker has not returned to work, WCB will offer the worker a vocational rehabilitation assessment.
- written results of assessments will be provided to the worker and the City.
- the Vocational Rehabilitation Program will be developed in conjunction with the MWP Team.

CONDITIONS OF MODIFIED WORK EMPLOYMENT

1. While participating in a temporary modified work program, the employee will receive 100% of his/her regular earnings (For permanent placements see item 5).
2. Duration
 - a) Temporary Rehabilitation Assignment will normally be considered if the medical prognosis indicates that the employee:
 - will be disabled from performing his/her normal duties for a period of eight weeks or less and will be able to resume normal duties at the completion of the rehabilitation period.
 - b) Extension of the eight week temporary rehabilitation assignment requires a written recommendation from a Physician and the approval of MWP Team, including concurrence of the Rehabilitation Caseworker.
3. It may be necessary for the worker to accept a change in department, division, occupation or shift to provide necessary accommodation.
4. The Corporation will normally absorb the cost of physician fees related to providing the documentation for participation in the Modified Work Program.
5. Employees who are relocated on a permanent basis, due to injury or illness, will be subject to the normal probationary period and will be paid at the rate of the new position.

PROCEDURES

TEMPORARY MODIFIED WORK

1. In cases where the worker suffers an occupational injury that requires medical treatment, the supervisor will complete an injury report and provide the worker with:
 - a) A Physician's Letter.
 - b) A Physical Demands Checklist outlining the employee's work responsibilities (where available).
2. The Physician's Letter should be completed by the treating physician indicating the physical limitations, expected length of disability (prognosis) and the suitability for modified work.
3. The Physician's Letter should be returned to the Foreman and then forwarded to Human

Resource Services immediately after the appointment, where practicable.

4. A worker who is capable of returning to his/her regular duties must provide medical authorization from the treating Physician. A letter will be provided from Human Resource Services to the Foreman and union, indicating the worker has been cleared to return to work.
5. On receipt of the information from the treating physician or WCB that the worker is fit for temporary modified duties, for a period of two weeks or less, Human Resource Services will contact the worker's regular department to determine if the worker can be accommodated within his/her regular classification.
6. If the period of modified duties is longer than two weeks, a process, involving participants of the MWP Team, will be initiated to develop a rehabilitation plan.
 - a) Job Modification - the initial step will be to modify the regular job and gradually increase the activity within an eight week period. Consideration will also be given to modifying the work schedule if appropriate.
 - b) Temporary Reassignment -
 - (i) if the division is not able to modify the regular job, attempts will be made to reassign the worker to temporary modified work, within the same department/division. The plan will be developed to gradually return the worker to his/her regular position within an eight week period (Transitional Work Program).
 - (ii) if a reassignment is not possible within the department, then consideration will be given to other departments within the Corporation, preferably within the same bargaining unit.
7. Designated members of the M.W.P. Team will meet on a regular basis to follow-up on progress and assess the need for any changes in restrictions or duties being performed.
8. Any changes to the rehabilitation plan must be approved by the Modified Work Program Team.
9. Once the modified work assignment has ended, or earlier if the worker is medically certified to perform full duties, he/she will return to the regular job.

PERMANENT MODIFIED WORK

1. On receipt of information from the treating Physician that the worker is fit for permanent modified duties, the MWP Team will be involved in establishing a Vocational Rehabilitation Plan.

2. The M.W.P. Team will undertake a review of the worker's pre-accident job to determine if he/she is capable of performing the essential duties of the job. If not, the committee will evaluate the available accommodation options based on the following steps:
 - a) Accommodated Pre-accident Job - consider whether the job can be permanently modified to accommodate the worker and allow him/her to perform the essential duties of the job.
 - b) Alternative Comparable Job Within the Division - consider alternative comparable jobs in which the worker is physically capable of performing the essential duties, with or without accommodation (see definition of Comparable Work).
 - c) Alternative Comparable Job Outside The Division But Within The Bargaining Unit - consider comparable jobs in different divisions but still within the pre-accident bargaining unit.
 - d) Alternative Comparable Job Outside The Bargaining Unit
 - e) Suitable Job within The Pre-accident Division - the MWP Team will review and consider all available jobs in which the worker is physically capable of performing the essential duties, with or without accommodation. These jobs will not be comparable in nature and responsibility to the pre-accident job and the worker will be paid the wage rate of the new job (see definition of Suitable Job).
 - f) Suitable Job Outside The Division, But Within The Bargaining Unit.
 - g) Suitable Job Outside The Bargaining Group.
3. Once an appropriate available job has been located and agreed to by the MWP Team a Vocational Rehabilitation Plan will be developed in conjunction with the WCB caseworker, if involved.
4. In order for the injured worker to be considered for the job he/she must possess the required qualifications and the program will adhere to the provisions of the appropriate collective agreement, where such provisions are not in contravention of existing legislation.
5. A regular follow-up schedule, with designated MWP Team members, will be developed to monitor the worker's physical condition and ability to perform the job during the probationary period.
6. Any changes to the job duties or the extent of the accommodation must be approved by the MWP Team.

7. The worker will be paid at the wage rate assigned to that particular job.

ADDENDUM
TO THE COLLECTIVE AGREEMENT

- (1) No bonus payable for more than one machine or duty in the same Grouping.
- (2) A premium of \$0.10 per hour will be paid for single axle trucks when equipped with wing.
- (3) A premium of \$0.20 per hour will be paid to employees normally classified as labourers while working on placing reinforcing steel, construction form setting, brick and block laying, pipeline and construction trench shoring.
- (4) Employees operating a "moon buggy" shall receive a premium of \$0.10 per hour.
- (5) A premium of \$0.15 per hour will be paid to employees normally classified as labourers while operating a wing.
- (6) A premium of \$0.30 per hour will be paid to employees normally classified as labourers while assigned to the sewer construction crew.
- (7) A premium of \$0.29 per hour will be paid to GLO's in Waste Water Management Division for assuming responsibility for the T.V. equipment.

APPENDIX A

PREGNANCY, PARENTAL AND ADOPTION LEAVE

Provision of Leave:

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 Dependents Life Insurance premiums, 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.

Salary Top-up:

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. This provision extends only to the period granted for UIC maternity purposes.

APPENDIX B
CITY OF SCARBOROUGH
HARASSMENT-FREE WORKPLACE
POLICY STATEMENT

The Corporation of the City of Scarborough as a responsible employer and provider of municipal services to the community is committed to improving the workplace by creating and maintaining a work environment for its employees which is free from all forms of harassment.

In order to create an environment that enhances the dignity and self worth of its employees, the Corporation is committed to a harassment-free workplace strategy of prevention and elimination which includes a policy and implementation guidelines, communications, training and education, and a complaint-resolution process.

The Corporation will not tolerate, ignore, or condone workplace harassment and considers harassment to be a serious offense which may result in disciplinary action up to and including dismissal.

All employees are responsible for respecting the dignity and rights of their co-workers and the public they serve. Through leadership, managers will play a critical and significant role in ensuring that the City meets the policy objectives.

FRANK FAUBERT
Mayor

MICHAEL A. PRICE, P. Eng., FICE
Acting City Manager

August 1996

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: PROCEDURES TO BE ADOPTED WHEN A GRIEVANCE IS PRESENTED TO THE
ADMINISTRATIVE COMMITTEE AT STEP 4 OF THE GRIEVANCE PROCEDURE.

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

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING - PAID HOLIDAYS

For shift workers, whose regular shift occurs on a Paid Holiday named in Clause 14(2), the

provision of Clause 14(1), shall apply to such holiday, rather than to an alternate day proclaimed by the Corporation.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING

The Corporation agrees to consult with Local 368 two (2) months prior to the introduction of new equipment which might affect the existing job classifications of its members.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: EMPLOYMENT OF STUDENTS DURING SCHOOL VACATION BETWEEN MAY
1 AND SEPTEMBER 30, 1996, 1997 AND 1998 INCLUSIVE

During negotiations, the Corporation agreed to give a letter to the Union outlining conditions of employment for students who are employed between the period May 1 and September 30 inclusive during 1996, 1997 and 1998.

The wage rate will be \$8.93 per hour (Labourer), \$8.93 per hour (Clerical) and \$10.19 per hour (Technical). Year to year rate changes will be as per Council approval. Overtime at the rate of time and one-half of the students basic hourly rate of pay shall be paid for work performed before commencement of, or after the expiry of, normal daily hours of work and on the sixth and seventh consecutive shift. The established shift premiums will be applicable.

Protective clothing and equipment shall be supplied as considered necessary by the Corporation.

Such employment will be subject to conditions of the Vacations with Pay Act and Workers' Compensation Act.

Such students will also be subject to any other condition of employment imposed by the legislation.

The foregoing, we submit, covers all aspects of employment for summer students as agreed.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING - GRIEVANCE PROCEDURE

Where a grievance involves more than one Department, the Human Resource Services Division shall arrange a meeting of the parties with the appropriate management representatives from both departments in attendance. It is understood that Steps 1 and 2 of the Grievance Procedure may be bypassed by mutual agreement of the parties for grievances of this nature.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING - JOB POSTINGS

The Corporation agrees to undertake a review of the job posting system with a view to:

- 1) ensuring that all job postings accurately reflect the duties being currently performed;
- 2) investigate areas of concern raised by Local 368.

The Corporation will continue the current practice of consultation with Local 368 on job posting matters, such consultation to take place within the context of the weekly meetings or in other meetings by mutual agreement of the parties.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING - TRAVEL ALLOWANCE

The Corporation will provide a travel allowance of 37 cents per kilometre for all eligible employees in accordance with the Runzheimer formula. It is understood that this rate will be subject to amendment from time to time in accordance with the Runzheimer formula.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: JOB TASK/HAZARD ANALYSIS

The parties agree during the term of the current Collective Agreement to jointly develop and implement a process to conduct a Job Task/Hazard Analysis Program to:

- 1) identify the hazards involved with work for those job classifications covered by the collective agreement;
- 2) develop prevention programs which include the areas of conditions of work, training and supervision in an effort to address the identified hazards.

The Coordinator, Occupational Health and Safety, the President of the local (or designate) and representatives from the Joint Health & Safety Committees shall participate in the development of the process.

Sincerely,

T. A. Gill
Director, Staff Relations
August 16, 1996

Mr. G. Langlois
Secretary,
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING - CONTRACTING OUT

At the request of the Union, the Senior Director, Human Resource Services will arrange for representatives of Local 368 to meet with the Department Head involved to discuss the Union's specific concerns regarding an extension of contracting out of services currently performed by the bargaining unit. If the matter is not resolved at that level, the Senior Director, Human Resource Services will arrange for the Union to meet with the Administrative Committee to discuss the matter further.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16 1996

Mr. G. Langlois
Secretary

Local 368, C.U.P.E.

Dear Sir:

RE: CUMBA CARD SYSTEM

The Corporation agrees that, when a Drug Plan Card System is made available by CUMBA, the Corporation will meet with Local 368 to discuss all aspects of the adoption of this system with a view to its implementation.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

RE: MEAL ALLOWANCE

The Corporation agrees to increase the meal allowance to \$7.00 effective July 1, 1991.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, 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 OHIP.

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.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

RE: LETTER OF UNDERSTANDING - APPRENTICESHIP

The parties agree to the establishment of a joint committee with appropriate representatives to investigate the feasibility of expanding the Apprenticeship Program within sixty (60) days of the date of ratification of this Agreement by the Union and the Corporation.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

RE: LETTER OF UNDERSTANDING - CLOTHING

The parties agree to support the principle of the Agreement reached by the Clothing Committee with respect to the wearing of standard issued clothing.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: MODIFIED WORK PROGRAM

In order to establish an opportunity to provide rehabilitation assignments for workers requiring accommodation under the Modified Work Program the Corporation will agree to:

- a) reviewing work which is currently contracted out,
- b) reviewing vacant positions as they arise.

Local 368 also agrees to waive the job posting requirements under the collective agreement where the appropriate situation arises.

Sincerely,

T. A. Gill
Director, Staff Relations

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

The Corporation agrees to consider requests from employees for the substitution of bereavement leave, Article 20, for vacation leave when applicable. All such requests shall be reviewed by the Senior Director, Human Resource Services.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LIEU TIME

Instead of cash payment for overtime per Article 12(9) an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon between the foreman or appropriate manager and employee.

Employees accumulating in excess of 80 hours of lieu time in a calendar year must have the consent of the Department Head.

Lieu time off shall be taken at a time mutually agreeable between the employee and the foreman or appropriate manager and must be taken within the calendar year that it is earned. In the event that the operational requirements preclude the taking of time off, the employee will be permitted to carry it over into the next year providing it is taken in the first 3 months. Failure to utilize this time will result in pay out to the employee of the amount owing.

Sincerely,

T. A. Gill
Director, Staff Relations

August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING - BENEFITS COMMITTEE

The Corporation will establish a joint committee chaired by the Director, Compensation and Safety and to include the President of Local 368, C.U.P.E. or designate. The objective will be to optimize the benefit plans related to employee needs and to contain and/or reduce costs.

Sincerely,

T. A. Gill
Director, Staff Relations
August 16, 1996

Mr. G. Langlois
Secretary
Local 368, C.U.P.E.

Dear Sir:

Re: LETTER OF UNDERSTANDING - PARTNERSHIP AGREEMENT

The Corporation agrees to continue discussions with the Union leading to a partnership agreement with the objective of promoting employment security. It is further acknowledged that this agreement will be mutually beneficial to employees and the taxpayers through increased operational efficiency, greater job satisfaction and enhanced customer service.

Sincerely,

T. A. Gill
Director, Staff Relations