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**COLLECTIVE  
AGREEMENT**

Between



THE CORPORATION OF THE  
CITY OF SCARBOROUGH

—and—



Local 545  
THE CANADIAN UNION  
OF PUBLIC EMPLOYEES

1987 - 1988

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—and—



**Local 545**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES**

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**THIS AGREEMENT** made this 19th, day of March, A. D., 1987

**BETWEEN:**

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

**OF THE FIRST PART;**

and

**LOCAL 545, THE SCARBOROUGH MUNICIPAL OFFICE EMPLOYEES' UNION** chartered by the Canadian Union of Public Employees Union, hereinafter called the "Union",

**OF THE SECOND PART.**

WHEREAS the right of the taxpaying public to uninterrupted skillful and efficient service cannot be questioned, and it is obligatory upon the Corporation and its employees that efficient operation be maintained; and to effect this it is important that harmonious relations be continued between the Corporation and its employees and whereas it is the desire of the parties hereto to maintain harmonious relations and settled conditions of employment, to promote co-operation and understanding between the parties, to recognize the value of joint discussions

and negotiations in all matters pertaining to working conditions, hours of work and scale of salaries to encourage efficiency in operation and to promote the morale, well-being and security of all employees of the bargaining unit and whereas it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

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

### **RECOGNITION**

1.0. The Corporation recognizes the Union as the sole bargaining agent for all its office, clerical and technical staff save and except:

Staff of the Mayor  
Staff of the Board of Control and  
Aldermen  
Staff of the Personnel Department  
Department Heads

Members of the following professions who are entitled to practice in the Province

of Ontario and are employed in their professional capacity by the Employer:

Medical, Engineering, Legal, Chartered Accountants, Ontario Land Surveyors, Nursing and Dental, Architects.

Deputy Commissioner, Operations (Works)  
Executive Director, Recreation and Parks  
(Rec. & Parks)  
Director, Permit Application Review  
(Buildings)  
Deputy Fire Chief (Fire)  
Director of Dental Health Services  
(Health)  
Solicitor, Litigation Division (Law)  
Deputy Commissioner & Director, Community  
Development (Planning)  
Director, Parks (Rec. & Parks)  
Director, Recreation Division (Rec. &  
Parks)  
Director, Systems (Finance)  
Director, Street Operations (Works)  
Director, Development Engineering  
(Works)  
Director, Design & Construction (Works)  
Executive Director, Engineering Planning  
(Works)  
Director of Administration (Works)  
Director, Site Inspections (Buildings)  
Director of Revenue (Finance)  
Director, Information Services (Finance)



Director, Departmental Support Services  
Division (Buildings)  
Director, Real Estate (Econ. Dev.)  
Director of Nursing (Health)  
Solicitor, Real Estate Division (Law)  
Director, Administration & Fleet  
Operations (Mtce. & Const.)  
Director, Design & Construction (Mtce. &  
Const.)  
Director, Design (Planning)  
Director, Strategic Planning &  
Administration (Planning)  
Health Centre Clinic Manager (Health)  
Director of Administration (Rec. &  
Parks)  
Director of Supply & Services (Finance)  
Business Analyst (Finance)  
Director of Financial Services (Finance)  
City Auditor (Finance)  
Director, Sanitation Services (Works)  
Director of Surveys (Works)  
Director of Transportation (Works)  
Project Surveyor (Works)  
Director, Waste Water Management (Works)  
Supervisor, Architectural Plan  
Examination (Buildings)  
Director, Property Standards (Buildings)  
Administrator (Clerk's)  
Deputy Clerk & Senior Committee Secretary  
(Clerk's)  
Director of Administration & Marketing  
Services (Econ. Dev.)  
Director, Subdivision Development (Econ.  
Dev.)

Director of Economic Research (Econ.  
Dev.)  
Director of Community Development (Econ.  
Dev.)  
Director, Administration & Communications  
(Fire)  
Director, Public Health Inspection  
(Health)  
Assistant Director of Nursing (Health)  
Solicitor, Planning Law Division (Law)  
Manager, Engineering & Energy Management  
(Mtce. & Const.)  
Superintendent, Garage Operations (Mtce.  
& Const.)  
Superintendent, Building Maintenance  
(Mtce. & Const.)  
Superintendent, Physical Plant Operations  
(Mtce. & Const.)  
Manager, Divisional Support Services  
(Buildings)  
Manager, Community Planning (Planning)  
Principal Planner (Planning)  
Assistant Director, Facility Programs  
(Rec. & Parks)  
Senior Landscape Architect (Rec. &  
Parks)  
Assistant Director, Recreation Program  
Implementation (Rec. & Parks)  
Superintendent of Parks (Rec. & Parks)  
Manager of Budgets (Finance)  
Manager, Office Automation (Finance)  
Manager of Auditing (Finance)  
Manager of Systems Development (Finance)  
Programming Manager (Finance)

Superintendent, Waste Water Management  
(Works)

Street Operations Engineer (Works)

Superintendent, Sanitation Services  
(Works)

Development Control Engineer (Works)

Superintendent, Street Operations  
(Works)

Assistant Director, Design & Construction  
(Works)

Supervisor, Architectural Plan  
Examination (Buildings)

Chief Inspector, Mechanical Specialists  
Section (Buildings)

Supervisor, By-law Enforcement  
(Buildings)

Manager, Building Generalists Section  
(Buildings)

Senior Structural Engineer (Buildings)

Quality Assurance Supervisor (Buildings)

Communications Coordinator (Clerk's)

Senior Business Development Consultant  
(Econ. Dev.)

Manager, Public Health Nutrition,  
(Health)

Assistant Director, Public Health  
Inspection (Health)

Director, Administrative Services  
(Health)

Public Health Nursing Supervisor  
(Health)

Manager of Financial Planning & Systems  
(Finance)

Manager, Fleet Administration (Mtce. & Const.)  
Quantity Surveyor (Mtce. & Const.)  
Assistant Superintendent of Preventive Maintenance (Mtce. & Const.)  
Senior Project Engineer/Architect (Mtce. & Const.)  
Senior Planner (Planning)  
Recreation Supervisor "A" (Rec. & Parks)  
Superintendent of Concessions (Rec. & Parks)  
Recreation Planning Coordinator (Rec. & Parks)  
Manager of Revenue (Finance)  
Manager of Tax (Finance)  
Operations Manager (Finance)  
Budget Officer (Finance)  
Manager of Accounting (Finance)  
Financial Planning & Investment Officer (Finance)  
Manager of Risk Management (Finance)  
Works Planning Engineer (Works)  
Structural Engineer (Buildings)  
Manager of Production and Physical Distribution (Finance)  
Transportation Studies Engineer (Works)  
Inspection Supervisor (Works)  
Ontario Land Surveyor (Works)  
Assistant Superintendent, Street Operations (Works)  
Environmental Studies Coordinator (Works)  
Senior Project Engineer (Works)

Manager, Traffic Operations (Works)  
Supervisor, Plumbing Inspection  
(Buildings)  
Co-ordinator, Computer Development &  
Operations (Buildings)  
Manager, Animal Centre (Buildings)  
Supervisor, Mechanical Plan Examination  
Section (Buildings)  
Manager, Resource Centre (Clerk's)  
Manager, Elections & Administration  
(Clerk's)  
Real Estate Appraiser/Negotiator "A"  
(Econ. Dev.)  
Health Promotion Manager (Health)  
Project Engineer (Mtce. & Const.)  
Building Manager, Civic Centre (Mtce. &  
Const.)  
Safety & Driver Training Officer (Mtce. &  
Const.)  
Manager of Accounting & Office Services  
(Mtce. & Const.)  
Manager of Administration (Planning)  
Manager, Recreation Complex (Rec. &  
Parks)  
Landscape Architect (Rec. & Parks)  
Assistant Budget Officer (Finance)  
Manager of Stores (Finance)  
Supervisor, Zoning & Site Development  
(Buildings)  
Systems Support Analyst (Finance)  
Systems Analyst (Finance)  
Senior Auditor (Finance)  
Manager of Drafting Services (Works)

Manager of Purchasing (Finance)  
Manager, Maintenance Management & Yard  
Administration (Works)  
Manager, Transportation Services (Works)  
Planning Engineer (Works)  
Project Engineer (Works)  
Manager, Management Services (Works)  
Waste Water Management, Technical  
Supervisor (Works)  
Manager of Records (Clerk's)  
Programme Coordinator (Clerk's)  
Assistant Manager, Elections &  
Administration (Clerk's)  
Committee Secretary I (Clerk's)  
Committee Secretary, Planning Board  
(Clerk's)  
Development Coordinator (Econ. Dev.)  
Office Manager/Law Clerk (Law)  
Manager of Graphics (Planning)  
Manager of Mapping (Planning)  
Committee Secretary, Committee of  
Adjustment (Planning)  
Assistant Manager, Recreation Complex  
(Rec. & Parks)  
Manager, Accounting Services (Rec. &  
Parks)  
Manager, Maintenance Management (Rec. &  
Parks)  
Manager, Management Services (Rec. &  
Parks)  
Recreation Supervisor "B" (Rec. & Parks)  
Recreation Unit Manager (Rec. & Parks)  
Maintenance Planner (Mtce. & Const.)  
Administrative Information Analyst (R&P)

Accountant (Finance)  
Manager of Contracts (Finance)  
Manager of Standards (Finance)  
Manager, Public Services (Works)  
Senior Administrative Assistant  
(Buildings)  
Intermediate Auditor (Finance)  
Manager, Distribution Services (Finance)  
Assistant Operations Manager, Shift 2  
(Finance)  
Manager, Works Accounting (Works)  
Manager, Engineering System (Works)  
Committee Secretary II (Clerk's)  
Assistant Building Manager (Mtce. &  
Const.)  
Manager, Community Centre (Rec. & Parks)  
Assistant to Superintendent of  
Concessions (Rec. & Parks)  
Assistant Manager, Recreation Unit (Rec  
& Parks)  
Intermediate Technical Consultant  
(Finance)  
Manager of Administrative Services  
(Finance)  
Junior Auditor (Finance)  
Junior Technical Consultant (Finance)  
Assistant Manager of Tax (Finance)  
Executive Secretaries  
Confidential Secretaries  
Agenda Co-ordinator (Planning)  
Management Information Controller  
(Buildings)  
Supervisor, Property Information Services  
(Buildings)

Stenographer II (Clerk's)  
Photo Technician (Clerk's)  
Senior Administrative Assistant (Health)  
Dental Hygienist (Health)  
Dental Program Coordinator (Health)  
Water Quality Co-ordinator (Works)  
Co-ordinator, Planning Systems  
(Planning)  
Concessions Assistant (Rec. & Parks)  
Audit Clerk (Finance)  
Members of Local 368, C.U.P.E.  
Temporary Employees  
Foremen in charge of employees covered by  
Local 368, C.U.P.E.  
Members of Local 56, O.N.A.  
Members of Local 626, I.A.F.F.

and HEREBY CONSENTS to negotiate with the Union or any authorized Committee thereof in any or all matters affecting the relations between the parties of this Agreement looking toward a peaceful and amicable settlement of any differences that may arise between them.

1.1. Employee. For the purpose of this Agreement, an employee is a person whose employment has been approved by Council, has been assigned to a position which is numbered on the Establishment of Strength and the work of such position is of a continuing nature necessary to the general operations of the Corporation.



1.2. Temporary Employee. For the purpose of this Agreement, a temporary employee is defined as a person employed:

- a) to replace a permanent employee who is temporarily absent;
- b) on seasonal work;
- c) on work which is necessary to catch up on a backlog or overload of normal duties in a department.

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

#### REGULATIONS AND BENEFITS COVERING TEMPORARY EMPLOYEES

2.0. Temporary Employees shall be employed for a maximum period of eighty-five (85) continuous working days except where this time period is not expedient for certain types of work involved. It is understood that a further period of time may be allowed if requested by the Corporation and agreed to by the Union.

2.1. In the event that a further period of time is requested, the Corporation will meet with two (2) members of the Union Executive to discuss the request and, upon agreement, all appropriate conditions of employment in accordance

with the terms of the Collective Agreement will be documented and a copy given to the Union.

2.2. Temporary Employees shall be required to pay to the Union an amount equivalent to Union Dues commencing after twenty (20) days of service or accumulated service.

2.3. The parties agree that the service requirement for temporary employees shall only be accumulated in the event that the employee is rehired within one (1) year of the previous termination date.

2.4. It is understood that if a temporary employee is not rehired within one (1) year of the previous termination date, all previous service and accumulated service shall be lost.

2.5. Temporary Employees shall participate in the following benefits in accordance with the Agreement: Hospital and Medical, Workers' Compensation, Overtime Pay, and Vacation Pay. Protective Clothing will be supplied as considered necessary by the Corporation.

2.6. The Corporation agrees to recognize pay for Paid Holidays for temporary employees in accordance with the Employment Standards Act.

2.7. A temporary employee who is appointed to a permanent position, without interruption of his employment, shall have his seniority calculated in accordance with Article 5 of this Agreement.

## **MEMBERSHIP**

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

## **DUES DEDUCTION**

4.0. The Corporation agrees, during the lifetime of this Agreement, to deduct from each employee covered by this Agreement, and in accordance with this Agreement, Union Dues as may be adopted by the Union for each pay period and to

remit same, not later than ten (10) days after such deduction, to the Treasurer of the Local Union. Each employee must authorize dues deduction and such authorization shall be witnessed. Dues deduction authorization shall be on a form approved by the Corporation and the Union and shall take place after twenty (20) working days from the date of employment. The Corporation shall, when remitting such dues, name the employees from whom dues have been collected, the amount collected, and also the names of employees who are no longer eligible for union dues payment.

## **SENIORITY**

5.0. Seniority as referred to in the Collective Agreement for all purposes except lay-off, shall mean length of continuous service in the employ of the Corporation. For purpose of lay-off within a department, seniority shall mean the length of accumulated service in such department. In the event of an employee being laid off from the Corporation, his unit-wide seniority shall be recognized.

5.1. Any employee will be considered probationary for the first sixty-five (65) working days and will have no seniority rights during the period.

After sixty-five (65) working days' service, his seniority shall date back to the date on which his employment began.

5.2. All previously acquired seniority shall be lost in the case of a voluntary termination or in the case of a discharge, unless such discharge is reversed through the provisions of this Agreement.

5.3. In the event that an employee covered by this Agreement should be promoted to a position with the Corporation beyond the scope of this Agreement and subsequently returns to a position within the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such capacity.

5.4. The Corporation will supply six (6) copies of a list of members of the Local showing department and Corporation-wide seniority of each member. Current lists to be provided to the Union on January 1 and July 1 of each year unless otherwise mutually agreed.

## **MANAGEMENT RIGHTS**

6.0. The Union acknowledges that it is the exclusive function of the Corporation

to hire, promote, demote, transfer and suspend employees, and also the right of the Corporation to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

6.1. The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its commitments and responsibilities. The right to decide on the number of employees needed by the Corporation at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Corporation.

6.2. The Corporation also has the right and the Union recognizes it, to make and alter from time to time, rules and regulations to be observed by the employees: such changes in general rules and regulations shall be posted on the bulletin boards and shall not be inconsistent with any of the provisions of this Agreement, having particular regard for the provisions of Article (5) Seniority as contained herein.

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

## **SUSPENSION OR DISMISSAL OF EMPLOYEES**

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

7.1. A meeting will be convened within three (3) working days of receipt of the grievance by the Personnel Commissioner to include the relevant Department Head or Deputy and necessary Corporation and Union representatives. The grievance shall be resolved by either confirming the Department Head's action or by reinstating the employee with full compensation for time lost or by other arrangement which is just and equitable in the opinion of the conferring parties or Arbitration Board if referred thereto. A decision shall be rendered within two (2) working days of such meeting. If the decision is not satisfactory to the

grievor and/or the Union, the grievance shall then be referred to the Grievance Procedure commencing at Step No. 3.

7.2. Where an employee has been dismissed without notice, he shall have the right to interview a member of the Executive Committee of the Union for a reasonable period of time before leaving the Corporation's premises.

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

Such employee in excess of two years' service with the City, who has not received a Warning of an Offence or caused a Derogatory Notation to be made on his record for two (2) consecutive years, may request a review by the Personnel Commissioner. The Personnel Commissioner and the appropriate Department Head may remove at their option, any such Warning of Offence or Notation from the employee's file. The Union will be sent a copy of all correspondence to employees in regard to this subject.



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

## **COMPLAINTS AND GRIEVANCE PROCEDURE**

8.0. The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

- 8.1. No grievance will be considered
- (1) which usurps the right of Management as set out in the Management Rights Clause;
  - (2) where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the grievance.

## **COMPLAINTS**

9.0. A complaint is defined in this Agreement as a specific or general situation not considered to violate terms and conditions of the Agreement, but which may be adjusted within the authority of the Department Head or Personnel Commissioner without violating the Agreement or setting a precedent.

9.1. An employee or the Union may submit a complaint to the Department Head in writing and such complaint shall be adjusted or answered within five (5) working days of receipt of same.

9.2. In the event that the matter is not resolved, the issue will be referred to the Corporation's Bargaining Committee to be dealt with within fifteen (15) working days of receipt of same. It is understood that the Union Executive may make representation to the Board of Control on any unresolved items if they so elect.

## **GRIEVANCES**

10.0. A grievance is defined in this Agreement as being any allegation in writing that the application, interpretation or administration of this Collective Agreement have been violated. Either party to the Collective Agreement may initiate a grievance.

10.1. The Corporation acknowledges the right of the Union to lodge a grievance alleging that a penalty imposed for loss of, or damage to, any equipment issued by the Corporation is unreasonable.

10.2. A grievance properly arising under

the Collective Agreement shall be adjusted and settled as follows:

10.3. Step 1: It is understood that before the grievance is reduced to writing, the Grievor's Section Head or the appropriate Supervisor, (not a member of Local 545), shall have an opportunity to adjust the grievance. The aggrieved employee shall be accompanied by a steward or an available Union representative in this process. Failing a satisfactory settlement, the grievance shall be reduced to writing and the Section Head or appropriate Supervisor referred to above shall render a decision in writing within two (2) working days of receipt of the grievance. In cases where grievances involve another division or department, the Section Head or appropriate Supervisor will hold the grievance in the division or department concerned.

Step 2: If the grievance is not resolved under Step 1 to the satisfaction of the Grievor and/or the Union, the grievance shall be submitted to the Department Head or Deputy or designated Director within three (3) working days of receipt of the decision in Step 1. The Department Head or Deputy or designated Director will discuss the grievance with the Grievance Committee at a meeting of the parties at

which the Grievor shall attend; such meeting to be within six (6) working days of the receipt of the decision in Step 1 unless otherwise mutually agreed by the parties. The Department Head or Deputy or designated Director shall give a decision, in writing, within three (3) working days from the date on which the meeting is held. In cases where grievances involve another department, the Department Head or Deputy or designated Director will hold the grievance in the department concerned.

**Step 3:** Should the decision of the Department Head or Deputy or designated Director not be satisfactory to the Grievor and/or the Union, the Union must submit a copy of the grievance, together with the last decision received, to the Personnel Commissioner within four (4) working days. The Personnel Commissioner shall place the grievance before the Board of Control. The Board of Control shall meet with the parties within ten (10) working days of receiving the grievance or such other period as may be mutually agreed and render its decision within three (3) working days of such meeting being held. However, it shall be understood that the Personnel Commissioner may initiate a meeting of the parties to attempt a resolution of the dispute prior to the grievance being

heard by the Board of Control. If such a meeting is called and the grievance is withdrawn or otherwise resolved, the submission to the Board of Control shall be abandoned.

**Step 4:** If the decision of the Board of Control is not acceptable to the Grievor and/or the Union, the matter may be referred to a Board of Arbitration provided that such notice is given to the Corporation within seven (7) working days after the Board of Control's decision in Step 3 is delivered to the Union.

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

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

10.5. If the parties mutually agree, the Personnel Commissioner may be substituted for the Board of Control at Step 3 and Step 4 of the Grievance Procedure.

## ARBITRATION

11.0. Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the required steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties.

11.1. The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and the third person to act as Chairman chosen by the other two members of the Board.

11.2. Within seven (7) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

11.3. Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union fail to agree on a third person within ten (10) working days of the notification mentioned herein, the Minister of Labour of the Province of Ontario will be asked to nominate a Chairman.

11.4. The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.

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

11.6. Each of the parties of this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the expense, if any, of the Chairman.

11.7. No person shall be selected as a Member or Chairman of the Board of Arbitration who is an employee of the Corporation, or a member of the Council, or a member of the National Union, or who has any pecuniary interest in the grievance.

11.8. It is understood that the Management may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its officers or members, and that if such complaint by the Management is not settled to the mutual

satisfaction of the conferring parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

## **NO STRIKES OR LOCKOUTS**

12.0. The Union agrees that, during the life of this Agreement, there will be no strike, picketing, slow down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lockout.

12.1. The Corporation shall have the right to discipline or discharge an employee who participates in any unlawful work stoppage provided that a claim of unjust discipline or discharge may be the subject of a grievance and dealt with as herein provided.

12.2. Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Corporation as provided herein.

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



## LAY-OFFS

13.0. 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 ten (10) days' notice of such proposed layoff to the employees affected and to the Union Local.

13.1. In the event of a lay-off, if an employee with unit-wide seniority 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.

13.2. When a staff reduction becomes necessary in a department, the employee having least seniority in the department shall be the first to be laid off from the department, providing a senior employee is available to fill the position, such senior employee having the required minimum qualifications to perform the duties involved.

13.3. Employees shall be recalled according to seniority and their ability to perform the work, as work becomes available and shall report for duty ten (10) working days after notice by

registered mail to their address on record with the Personnel Department. Failure to meet the aforementioned deadline shall entitle the Corporation to consider an employee as having resigned.

13.4. Employees who have been laid off due to lack of work and subsequently re-called will have their length of service determined by the actual time they have been on the Corporation's payroll, provided that such employee returns to work when notified and subject to the conditions of this Collective Agreement.

13.5. Any employee who has been laid off for a continuous period of twelve (12) months or more, will lose any previously acquired seniority and, if re-hired, will be re-hired as a new employee.

## **CLASSIFICATIONS AND SALARIES**

14.0. Employees shall receive their salaries every two weeks on Thursday by cheque, to be enclosed in envelopes, with a statement of earnings attached, showing gross pay, applicable overtime hours, and each deduction from gross pay. The bi-weekly rate is determined by dividing the annual rate by 26.0893.

14.1 Salary schedules for the year 1987 and 1988 are attached as Appendix "A". Employees shall be classified in accordance with job title set forth in Appendix "A" of this Agreement or as may be added to such Schedule in accordance with Clause 14.2. and shall be paid a salary rate in accordance with the salary group to which their work has been assigned through job evaluation.

14.2. The Union agrees that the Corporation may create new classifications or alter the job content of any existing classifications at any time during the effective period of this Agreement and the Corporation agrees to consult with the Union or the Corporation/Union Job Evaluation Committee regarding the Group to be applied to such new classification or altered classification.

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

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

After 6 months in Step 1 -- to Step 2

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

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

14.3.1. Employees as defined in Clause 1.1. who commence employment at Step 1 in any Group, or employees who are promoted to Step 1 in a higher Group, will have their progression date changed to the date when they move to Step 2 in the Scale.

14.3.2. Notwithstanding the above, the Corporation may defer an increment for a period of 6 months or longer.

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

If this Committee cannot agree, the dispute may be treated as a grievance commencing at Step 2 of the Grievance Procedure.

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

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

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

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

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

14.4. The Corporation will increase salaries of all employees within the Bargaining Unit represented by Local 545 as follows:

Effective January 1, 1987, 4.5% on wage rates in effect as at December 31, 1986. Effective January 1, 1988, 4.0% on wage rates in effect as at December 31, 1987.

14.5. The Corporation hereby agrees that retroactive pay will be given to those employees who have retired, deceased or are in receipt of Long **Term** Disability benefits since January 1, 1987.

#### **HOURS OF WORK AND OVERTIME**

15.0. The work week shall consist of five (5) days, Monday to Friday, inclusive; each work day shall have eight (8) consecutive hours including one (1) hour, unpaid, for lunch period. Hours of work may be varied by mutual agreement of the parties, such agreement to be in writing.

15.1. Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4:00 p.m. and 12:00 midnight. Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 12:00 midnight and 8:00 a.m. A shift premium of 42 cents per hour shall be paid to those employees assigned to shift work.

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

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

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

15.2. For employees working a normal work week, overtime work shall mean any and all hours worked in excess of a seven (7)hour day and shall be paid for at the rate of time and one-half. All time worked on Saturday and Sunday shall be paid at the rate of time and one-half except on shift work.

15.2.1. For shift workers, overtime at the rate of time and one-half of the employee's basic rate of pay shall be paid for all work performed on the 6th or 7th day of his assigned work week.

15.2.2. Work performed before or after the expiry of assigned shifts shall be paid for at the rate of time and one-half.

15.3. Each employee who has completed his regular days work and is called out and reports for overtime work, or who is called out and reports for work on other than his regular work day, shall be paid by the Corporation, as a minimum, the equivalent of three (3) hours work at his overtime rate whether such employee works or not for each time such employee is so called out and reports for such work.

15.4. **An** employee who works on a regularly scheduled day on Saturday and/or Sunday shall be paid a premium of 42 cents per hour for all hours worked on such days for which no other premium or bonus is paid.

15.5. Each employee of the Corporation coming within the Local 545 Bargaining Unit who, as part of a regularly scheduled work week, works on the afternoon and/or night shift ending on a



Saturday and/or on a Sunday, shall be paid a weekend shift bonus premium of 84 cents per hour for all regular hours worked on such scheduled shifts. The weekend shift bonus premium shall be in lieu of the existing provisions of Article 15.1. and 15.4.

## PAID HOLIDAYS

16.0. Paid Holidays shall mean:

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

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

All employees who have successfully completed their probationary period prior to December 31 in any calendar year,

shall be entitled to one additional designated holiday, to be named a Floating Holiday. The Floating Holiday shall be taken at a time approved by the Department Head or his designate.

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

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

16.1. Employees absent the working day previous to or following a Paid Holiday as set out above shall forfeit, in addition to the lost time, the pay for the Paid Holiday itself excepting where previous arrangements have been made with the Department Head or upon production of a Doctor's Certificate or other proof satisfactory to the Corporation.

16.2. The Corporation may determine the number and classification of employees who are required to work on any Paid Holiday or the day agreed to as its alternative.

16.3. Where the Paid Holiday occurs within a vacation period, a day off or a day's pay in lieu thereof shall be granted to the employee so affected. If time off is taken, it shall be taken within the calendar year and will be at the discretion of the Department Head.

16.4. Where an employee is required to work on a Paid Holiday, he shall be paid at the rate of time and one-half for the time worked. In addition, he shall either be granted an equivalent amount of time off or receive an equivalent amount of pay at regular rates for the hours worked. If time off is taken, it shall be at a time agreeable to the employee and Department Head or Deputy.

16.5. All work performed by shiftworkers on Paid Holidays shall be paid for as per Clause 16.4. When a Paid Holiday falls on a shift worker's weekend, it shall be treated as a Paid Holiday, provided the day workers were also paid for the same Paid Holiday.

#### VACATION WITH PAY

17.0. All employees affected by this Agreement who have been steadily employed by the Corporation for a period less than twelve months prior to July 1st in any

vacation year shall be entitled to one day's vacation with pay for each full month of employment at a time approved by the Department Head or designate, provided that the credit shall be given for the month in which employment commenced if the starting date is prior to the fifteenth of the month. In no event shall vacation with pay as hereinbefore provided exceed ten working days.

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

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

17.3. All employees who have been continuously employed by the Corporation for a period of eighteen (18) years or more at July 1st shall receive twenty-five (25) working days vacation with pay

at a time approved by the Department Head or designate. Effective January 1, 1988, eighteen (18) years shall be amended to seventeen (17) years.

17.4. All employees who have been continuously employed by the Corporation for a period of twenty-four (24) years or more at July 1st shall receive thirty (30) working days vacation with pay at a time approved by the Department Head or designate.

17.5. Subject to the approval of the Department Head in other than normal fixed holiday periods, seniority shall be the ruling factor in choice of vacation dates. Where an employee's vacation is divided into two or more periods, the aforementioned seniority shall apply to only the first of such divided periods and which shall be no less than three (3) working days.

17.6. In order to meet the need for early reservation of holiday accommodation, vacation schedules shall be arranged not later than May 15th each year.

## PROMOTIONS — APPOINTMENTS

18.0. When vacancies occur or new

positions are created, such shall be posted on the bulletin boards, access to which shall be available to all employees of the Bargaining Unit, such posting clearly indicating the minimum qualifications required. When two or more candidates for any position are found to have the minimum required qualifications as stipulated in the posting, seniority shall then become the first consideration in the selection of an applicant to fill the position. The method by which applicants are required by the Corporation to file applications shall be stated in the posting.

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

a) In the event that the applicant is accepted for the position, he will remain in that position for a minimum period of one (1) year, and will be precluded from applying for any position assigned the same or a lower salary group during the period stipulated herein.

b) It is understood that this procedure does not preclude the employee from

applying for a position which is assigned a higher salary group.

c) It is understood that when two (2) or more candidates apply for a position under the above procedure and possess the required minimum qualifications seniority shall prevail.

18.1. Where a position not filled by an internal appointment and is covered by this Agreement is advertised in the newspapers, such position will be re-posted with a copy of the newspaper advertisement attached.

18.2. Any employee who is appointed, promoted, assigned or transferred to a permanent position within the Corporation shall be subject to consecutive appraisal ratings at the expiration of 20, 40 and 60 working day periods; such periods shall be calculated from the date of assumption of the new position. If at the end of a sixty-five (65) working day period such employee is declared satisfactory by his Department Head, he shall then be confirmed in the position. If he fails to qualify during the sixty-five (65) working day period, he will return to his former position with no loss of seniority. A written explanation will be given to the Union.

18.3. If, during the first twenty (20)

than an amount equal to the salary, wages or other remuneration for one-half the number of days standing to the credit of the deceased employee, and in any event, not in excess of the amount the deceased employee would have earned in the **six** (6) months immediately prior to his death. The Union will be supplied with a letter indicating all monies paid out by the Corporation or payable to the estate or beneficiary from any insurance or pension funds.

**19.3.** An employee whose services are terminated for reasons other than those provided in paragraph **19.1.** and **19.2.** will be entitled to payment for unused accumulative sick leave credits on the following basis:

**19.3.1.** Over 10 years and less than 15 years of service -- one-half of the unused balance or the equivalent of three months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.

**19.3.2.** Over 15 years and less than 20 years of service -- one-half of the unused balance or the equivalent of four months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.



19.3.3. Over 20 years and less than 25 years of service -- one-half of the unused balance or the equivalent of five months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.

19.3.4. Over 25 years of service -- one-half of the unused balance or the equivalent of six months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.

19.4. The Corporation shall pay 100% of the premium cost of a Long Term Disability Plan to provide a benefit of 75% of the employee's basic salary up to a maximum benefit of \$2,900.00 per month. Effective January 1, 1988, the maximum benefit shall be increased to \$3,000.00 per month.

19.5. The Corporation and the Union agree that a Holding Unit will be established for employees who qualify for Long Term Disability Insurance benefits. The Parties agree that the terms of reference to be applied will be as per the recommendation embodied in Report No. 48 of the Board of Control adopted by Council at its meeting held on September 29, 1980. It is understood that an employee who has qualified for LTD

working days, an employee who although satisfactory in his new position reports to the Personnel Commissioner that he is dissatisfied with the position, he may return to the position he previously held and incur no loss whatsoever, providing such move does not create the termination of employment for another employee.

**18.4.** When vacancies occur, or new positions are created in any job classification under this Agreement, job postings thereof outlining the position, salary or wages and required qualifications shall be posted on the bulletin boards for a period of five (5) consecutive working days provided, however, that temporary appointments may be made to fill the said vacant positions. Posting for a vacant position shall be made within three (3) days wherever possible.

**18.5.** The Corporation will provide the Union with the names of all applicants within one (1) week after the posting expiry date. The Corporation agrees to post on the bulletin board the name of the successful applicant within four (4) working days after a job is filled.

## SICK LEAVE

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

19.1. An employee retiring from the service at the age of sixty-five (65) shall receive payment for unused sick leave accumulated to his credit, but in no event shall he be entitled to more than an amount equal to his salary, wages or other remuneration for one-half the number of days standing to his credit and, in any event, not in excess of the amount he would have earned in six (6) months at the rate of pay received by him immediately prior to his retirement.

19.2. The estate of an employee who dies while in the service of the Corporation shall be paid an amount equal to the unused sick leave accumulated to the credit of the employee, but in no event shall the sum of money so paid be more

is less than the employee's regular pay, he shall receive his own higher rate of pay.

20.1.2. If the rate of pay in the job classification to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay in the job classification to which he is temporarily transferred, provided the employee displays efficiency, skill or ability equal to that of the employees in the classification to which he is transferred.

20.2. 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:

20.2.1. If the rate of pay in the job classification to which he is transferred is less than the employee's regular pay, he shall receive the lower rate of pay in the job classification to which he is transferred.

20.2.2. If the rate of pay in the job classification to which he is transferred is higher than the employee's regular pay, he shall 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. Where he does not display such efficiency, skill and ability, he shall continue to receive his *own* rate of pay for a period of sixty-five (65) working days and then will receive the higher rate of pay.

## LEAVE OF ABSENCE

21.0. Leave of absence with pay shall be granted to such officers or duly elected or appointed representatives of the Union as may be required to attend meetings called during working hours, or to attend contract negotiations, grievance procedure or any other business that may properly come before the Corporation and the Union. Permission to attend such meetings will be secured before leaving assigned work. No more than one delegate from a Section will be named from a Section of ten employees or less.

21.0.1. The Corporation agrees that, for the duration of this Collective Agreement, three (3) members of the Union Executive Committee or Job Evaluation Committee shall be granted one (1) day off per week, without loss of basic pay or benefits, to discuss matters of mutual

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 OHIP, Semi- Private Hospital Accommodation, Extended Health Coverage, and the Dental Plan.

Effective April 1, 1987, the Corporation shall provide fifty (50) percent of the premium costs for OHIP and 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.

## PAY ON TEMPORARY TRANSFERS

20.0. Where a position becomes vacant, or an employee will be absent, for a period of up to twelve (12) weeks, the Union agrees to waive the job posting requirements provided that a senior employee within the department concerned, who meets the minimum qualifications for the position, be given first consideration for the position and the Union is so notified. It is further understood that where a position is temporarily vacant for a period longer than twelve (12) weeks, then the Personnel Department and two (2) representatives of the Union will meet within three (3) working days to assess the need for posting the position. In the event that agreement is reached, such position shall be posted for two (2) working days and the provisions of Article 18 shall apply.

20.1. **An** employee who, for the convenience of the Corporation, is temporarily transferred to another job classification in which the rate of pay is different from that in effect in such employee's job classification, shall be paid while so employed as follows:

20.1.1. If the rate of pay in the job classification to which he is transferred

interest. It is understood that this day off will be granted pending the availability of the appropriate Corporation representatives.

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

21.2. Each employee shall be paid his full wages for a period of jury service provided that he shall deposit with the Corporation Treasurer, the full amount of



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

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

21.4. The Corporation may grant leave of absence without pay for any period up to six (6) months, such absence not to affect the individual's seniority standing. Requests for leave of absence

without pay, within the jurisdiction of the Department Head, shall be submitted by the employee in writing to the Department Head and answered in writing by the Department Head.

21.5. Leave of absence shall be granted to employees who request same to serve in the Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Such seniority will accumulate during the period of absence.

21.6. Should an employee obtain full-time employment with the Union, the Corporation shall grant leave of absence without pay for any period up to one year and a second year upon application, such absence not to affect the individual's seniority standing. All benefits shall remain in effect providing the employee shall pay all costs. A further leave of absence may be applied for and may be granted from year to year.

21.7. An employee who is required to attend a sitting of the Citizenship Court during his normal working hours for the purpose of obtaining his Canadian Citizenship shall, on two (2) occasions only, be granted one (1) days' leave of absence with pay.

21.8. The Corporation agrees to continue paying the appropriate share of fringe benefits in accordance with the Collective Agreement for employees on an approved leave of absence due to pregnancy. This agreement will not apply to pension and paid holidays.

21.9. Leave of absence with a maximum of three (3) days with pay shall be granted to members of the Union Bargaining Committee, for the purpose of preparing bargaining proposals. This leave of absence will be granted provided the Union notifies the Personnel Commissioner five (5) working days in advance.

21.10. The Corporation will grant leave of absence with pay to two employees for one (1) day for the purpose of proofreading the 1987-1988 Collective Agreement.

21.11. The Corporation agrees to provide up to a maximum of three (3) months leave of absence without pay for the purposes of adoption.

21.12. 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.

## HOSPITAL AND MEDICAL INSURANCE

22.0. The Corporation shall pay, on behalf of the eligible employee, 100% of the premium cost of the Ontario Health Insurance Plan (OHIP) for single or married employees and also 100% 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.

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

22.1.1. A \$125.00 eyeglass benefit available once per two (2) year period shall be provided for eligible employees under the current CUMBA Comprehensive Medical Protection Plan.

22.1.2. The Corporation agrees to provide fifty (50) percent of the premium cost for OHIP coverage and Extended Health Benefit coverage, including the prescription drug and eyeglass benefits, for employees retiring on pension on or

after January 1, 1987. Such coverage shall be provided up to the age of sixty-five (65).

#### DENTAL PLAN

22.2. The Corporation will pay 100% of the premium cost of a dental plan providing benefits equivalent to the CUMBA Red Plan (no deductible) and CUMBA Riders 1 (Periodontics/Endodontics) and 2 (Dentures). An Orthodontia Rider will be provided on a 50% co-insurance basis with a maximum lifetime benefit of \$1,000.00, per person, for family coverage. The premium cost of the Orthodontia Rider will be paid in full by the Corporation. Effective January 1, 1988, the maximum lifetime benefit will be increased to \$2,000.00 per person for family coverage.

#### INSURANCE AND PENSIONS

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

22.4. Employees enrolled in the Metro Pension Plan will contribute at the same rate and receive pension benefits equivalent to those provided by the O.M.E.R.S. Plan in effect on January 1, 1979.

22.5. In the event the Corporation is obligated by Provincial or Federal legislation to contribute towards the cost of benefits similar to one or more of the benefits provided under the above mentioned plans, the Corporation may terminate or revise the plans affected in order to eliminate any duplication of benefits. The Corporation agrees to inform the Union prior to any terminations or revisions. The Corporation agrees to contribute to any new plans on the same percentage basis as it contributed to the plans replaced.

22.6. The Corporation shall provide a paid up life insurance policy of two thousand dollars (\$2,000.00) for employees retiring at age sixty-five (65) and early retirees upon the attainment of age sixty-five (65).

22.7 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 two thousand dollars (\$2,000.00).

#### **WORKERS' COMPENSATION**

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

23.1. The Corporation shall pay in addition to the amount as stipulated in 23.0. herein, 25% of an employee's regular pay for a period not exceeding three (3) months from the date of his injury providing he is unable to work because of such injury.

23.2. Wherein an action arising out of an accident to an employee, the Corporation recovers from a third person

as a result of such accident a larger amount exclusive of costs than the amount paid to or on behalf of such employee, including the cost of the services of the Solicitor for the Corporation, any surplus amount shall be paid to such employee upon retirement or, in the event of death, to his beneficiary.

## **SAFETY**

24.0. The Corporation will, at the discretion of the Department Head, supply parkas for certain employees whose duties require them to perform outdoor work for the majority of their work week during the winter months.

24.1. 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.

24.2. Footwear: The Corporation will provide, at the discretion of the Corporation, winter and summer footwear as required for permanent employees.



24.3. The Corporation will provide, at the discretion of the Department Head, a summer clothing issue for permanent employees on May 1 of each year

24.4. The Corporation will recognize a Joint Occupational Health and Safety Committee established under the Occupational Health and Safety Act which will include three (3) representatives from the Corporation and three (3) representatives from Local 545. Furthermore, the Corporation will recognize practices and procedures agreed to by the Joint Committee.

24.5 Employees are required to wear safety footwear, as required by the Occupational Health and Safety Act, and issued clothing at work where deemed necessary by the Corporation.

#### EMPLOYEE SUPPORT PROGRAM

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

## GENERAL

26.0. The Corporation agrees that it will not either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member at large of the Union.

26.1. Wherever the masculine or singular has been used throughout this Agreement, it shall be taken to include the feminine or plural where the context so allows.

26.2. Copies of all By-Laws or Resolutions which directly affect the Union shall be forwarded to the Secretary of the Union.

26.3. The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Corporation shall print the Agreement as soon as possible after the date on which the Agreement is signed and issue a copy to each employee: costs to be shared equally by the parties.

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

26.5. The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Corporation on matters arising out of the administration of this Collective Agreement.

26.6. The Corporation agrees to consult with Local 545 one (1) month prior to the introduction of new equipment which might affect the existing job classification of its **members**. The Corporation further agrees that training programs shall be made available to employees who wish to qualify themselves to operate the said equipment and/or learn new systems.

26.7. It is agreed that an employee can request an opportunity to review his personnel file in the presence of an appropriate official of the Personnel Department.

### **TERMINATION**

27.0. This Agreement shall remain in force for a period of two (2) years from the first day of January 1987 and shall continue to remain in force from year to year thereafter unless in any year the Corporation or Local 545 desiring or

proposing any change or alteration to this agreement, in respect to any of the matters herein provided, shall give to each other written notice of the desire of proposed changes or alterations within the fifteen (15) day period prior to the 16th day of October in any year. Both such parties shall then begin to negotiate in good faith in respect to the matters which is so proposed to change or alter. Notwithstanding the above, retroactivity shall be confined solely to wage increases (Clause 14.4.) and not to any other benefit and shall be effective for all permanent employees on staff as at date of ratification.

The Corporation agrees to re-open the Collective Agreement for the purposes of renegotiating 1988 wages and salaries only if the Consumer Price Index (Canada, All Item) during 1988 expressed in a percentage change is 5.5 percent above the level of the December, 1987 Consumer Price Index (Canada, All Items). In the event the Collective Agreement is re-opened, the parties' respective rights to strike or lockout will be governed by the Labour Relations Act, RSO, 1980 as amended.

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

THE CORPORATION OF THE  
CITY OF SCARBOROUGH

G. HARRIS, Mayor

J.W. NIGH, Clerk

THE SCARBOROUGH MUNICIPAL OFFICE  
EMPLOYEES' UNION, LOCAL 545  
Canadian Union of Public **Employees**

P. PERKINS, President

Y. FORD, Secretary

SALARY GROUP 1

SALARY GROUP 2

Mail Clerk 1 (non-driving)

SALARY GROUP 3

Mail Clerk 2 (driving)

SALARY GROUP 4

Cashier In-training

File Clerk (Works)

Tax Clerk/Typist

SALARY GROUP 5

Clerk/Typist

Intermediate Mail Clerk

Receptionist (Health)

Resource Clerk

Rodman

Tour Guide

SALARY GROUP 6

Assessment Rolls and Election Clerk

Bindery Operator (Manual)

Cashier (Qualified)

Clerk 2 (Rec. & Parks)

Clerk/Typist

Data Control Clerk (Health)

Dental Clerk

Health Promotion Clerk  
Input Operator  
Input/Output Clerk  
Intake Clerk  
Microfilm Equipment Operator (Clerk's)  
Nutrition Clerk  
Permit Clerk (Rec. and Parks)  
Purchasing Clerk  
Receiving Clerk  
Records Clerk  
Stenographer 2  
Stenographer/Receptionist  
Word Processor/Planning Clerk In-  
training

**SALARY GROUP 7**

Accounts Clerk  
Accounts Payable Clerk 1  
Administration Clerk  
Bindery Machine Operator  
Cashier - Intermediate  
Clerk/Stenographer  
Clerk Typist/Input operator  
Clerk Typist/Input Operator Floater  
Clinic Clerk  
Contract Clerk  
Data Input Clerk/Typist  
Duplicating Machine Operator  
Expeditior/Buyer  
Input Clerk/Stenographer  
Input Clerk/Typist  
Inspection Input/Output Clerk (Health)  
Insurance Clerk

Junior Payroll Clerk  
Nursing Team Area Clerk  
Operations Clerk  
Planning Administration Clerk  
Planning Information Officer In-training  
Purchasing Clerk/Input Operator  
Small Offset Press Operator  
Property Information Clerk In-training  
Public Health Preventive Dental-  
Assistant  
Receptionist/Legal Stenographer  
Recreation Complex Clerk  
Resource Clerk (Health)  
Supplies and Equipment Control Clerk  
Switchboard Operator  
Tax Billing and Collection Clerk  
Tax Clerk (Arrears)  
Tax Clerk (Changes)  
Tax Clerk (Counter)  
Tax Clerk (Inquiry)  
Tax Clerk (Mail)  
Tax Clerk (Postdates)  
Tax Clerk (Supplementary)  
Technical Clerk/Typist  
Technical Draftsperson B  
Text Editing/Receptionist Clerk  
Traffic Clerk  
Utility Clerk Stenographer

**SALARY GROUP 8**

Accounting Clerk 2  
Accounts Receivable Clerk  
Floater Operator



Input/Output Stenographer  
Microfilm Technician  
Output Control Clerk  
Planning Technician In-training  
(Graphics)  
Planning Technician In-training  
(Mapping)  
Property Records Draftsman In-training  
Records Management Clerk  
Resource Assistant  
Rodman/Instrumentman  
Senior Tour Guide  
Stenographer 3  
Stenographer Input/Output Operator  
(Health)  
Survey Technician In-training  
Systems Reporting Clerk  
Tax Clerk (Journals)  
Tax Clerk (Apportionments)  
Word Processor/Inquiry Clerk  
Word Processor/Development Clerk  
Word Processor/Planning Clerk  
Word Processor/Senior Clerk (Rec. &  
Parks)

### **SALARY GROUP 9**

Accounting Clerk/Input Operator  
CAD/CAM Wafting Technician In-training  
Control Clerk  
Document Control Clerk In-training  
Drafting Technician In-training  
Engineer Inspector In-training  
Junior Buyer

Legal Stenographer  
License Clerk  
Layout Operator  
Permit Application' Controller In-  
training  
Plan Examiner "C" In-training (Works)  
Planning Information Officer  
Property Information Clerk  
Secretary/Stenographer (Finance)  
Senior Operator  
Senior Mail Clerk (Tax)  
Stores Inventory Clerk  
Survey Drafting Technician In-training  
Tax Clerk (Assessment Appeals)  
Tax Clerk (Business)  
Tax Clerk (Certificates)  
Tax Clerk (Credits)  
Technical Draftsperson A  
Telephone System Supervisor  
Traffic Investigator In-training  
Utility Clerk (Tax)  
Word Processor/Administrative Clerk

SALARY GROUP 10

Accounting Clerk/Input Operator  
Accounts Payable, Clerk 2  
Clerk (Garage)  
Conveyancer/Title Searcher In-training  
Information/Inquiry Clerk  
Intermediate Payroll Clerk  
Junior Zoning Plan Examiner In-training  
Landscape Architectural Technician  
Offset Pressman

Planning Technician B (Graphics)  
Planning Technician B (Mapping)  
Planning Technologist In-training  
Procedures Clerk  
Property Records Draftsman  
Prosecutions Clerk/Stenographer  
Senior Records Centre Clerk (Clerk's)  
Tax Clerk (Accounting)  
Tax Clerk (Assessment Control)  
Tax Clerk (Courts)  
Vital Statistics Clerk (Clerk's)  
Works Accounting Clerk

SALARY GROUP 11

Animal Care Officer  
CAD/CAM Drafting Technician B  
Document Control Clerk (Buildings)  
Drafting Senior Technician B  
Drafting Technologist In-training  
(Works)  
Engineering Inspector 2 (Works)  
Information/Service Clerk  
Instrumentman  
Junior Computer Operator  
Land Development Assistant  
Part-time Payroll Clerk (Rec. and Parks)  
Permit Application Controller  
Plan Examiner "C" (Works)  
Planning Technician A (Graphics)  
Planning Technician A (Mapping)  
Revenue Clerk In-training  
Senior Arrears Clerk  
Senior Cashier

Senior Clerk (Garage)  
Senior Mail Receiving Services Clerk  
Senior Pre-planning Technician "B"  
(Works)  
Subdivision Development Assistant  
Survey Drafting Technician  
Survey Technician (Works)  
Traffic Investigator

**SALARY GROUP 12**

Accounting Clerk/Operations  
Analyst, By-Laws & Inventory  
CAD Architectural Technologist In-  
training  
Conveyancer/Title Searcher  
Computer Control Clerk  
Junior Zoning Plan Examiner  
Operations Safety Liaison Inspector  
Property Standards Inspector In-training  
Records Analyst  
Senior Accounting Clerk  
Senior Accounts Receivable Clerk  
Senior Permit Application Controller  
Street Operations Technologist In-  
training  
Transportation Information Analyst  
Waste Water Management Technologist In-  
training

**SALARY GROUP 13**

Animal Centre Operations Assistant  
Building Examiner/Inspector In-training

Computer Operator  
Development Engineering Inspector  
Draftsman  
Engineering Inspector 1 (Works)  
Financial Analyst - Engineering  
Forms Analyst  
General Accounting Clerk  
Junior Programmer  
Mechanical Examiner/Inspector In-  
training  
Permit Expeditor • Examiner  
Planning Technologist "C"  
Research Development Analyst  
Revenue Clerk  
Senior Clerk - Internal Audit  
Senior Mail and Services Clerk  
Senior Survey Technician In-training  
Senior Traffic Investigator  
Sign Plan Examiner/Inspector In-training  
Street Light/Parking Technician In-  
training  
Supervisor - Works Records Management

#### SALARY GROUP 14

Assistant Zoning Plan Examiner  
Building Official, Grade 1  
CAD Architectural Technologist B  
CAD/CAM Drafting Technician A  
Chief License Inspector  
Collector/Court Clerk  
Conveyancer/Law Clerk  
Development Technologist B  
Drafting Technologist B (Works)

Drafting Senior Technician A  
Landscape Architectural Technologist B  
Party Chief  
Plan Examiner C/Inspector (Works)  
Planning Official, Grade 2  
Plumbing Inspector  
Printing Supervisor  
Property Standards Inspector  
Public Health Inspector  
Senior Buyer  
Senior Collection Clerk  
Senior Planning Technician (Mapping)  
Senior Pre-planning Technician A  
Senior Survey Technician  
Street Operations Technologist B  
Supervisor of Payroll  
Survey Drafting, Senior Technician  
(Works)  
Technical Assistant  
Waste Water Management Technologist B

**SALARY GROUP 15**

Assistant Development Technologist B  
Building Examiner/Inspector  
Design Draftsman  
Development Technician  
HVAC/Plumbing Examiner Inspector  
Intermediate Programmer  
Mechanical Examiner/Inspector  
Plan Sheet Draftsperson  
Planning Technologist B  
Plumbing Examiner/Inspector

Property Information Controller  
(Buildings)  
Real Estate Appraiser/Negotiator B  
(Economic Development)  
Senior Public Health Inspector  
Sign Plan Examiner/Inspector  
Supervisor - Accounts Payable  
Supervisor - Current Tax  
Supervisor - Tax Accounting Records  
Water Quality Inspector

**SALARY GROUP 16**

Assistant Survey Supervisor (Works)  
Engineering Planning Technician (Works)  
Senior Mechanical/Examiner Inspector  
Senior Property Standards Inspector  
Site Development Examiner/Inspector  
Street Light/Parking Technician  
Supervisor - Investigations  
(Transportation)  
Systems Planning Technician (Works)  
Utilities Design & Construction Co-  
ordinator  
Zoning Plan Examiner

**SALARY GROUP 17**

Assistant Development Technologist  
Building Official - Technologist A  
CAD Architectural Technologist A  
Construction Designer  
Development Technologist A  
Drafting Technologist A (Works)

Mechanical Regulations Specialist  
Planner  
Planning Technologist A  
Plumbing Systems Specialist  
Property Standards Specialist/Inspector  
Senior Building Examiner/Inspector  
Senior HVAC/Plumbing Examiner Inspector  
Senior Programmer  
Senior Works Engineering Inspector  
Street Operations Technologist A  
Supervisor Public Health Inspection  
Waste Water Management Technologist A

**SALARY GROUP 18**

Building Official - Graduate in  
Engineering/Architecture  
Building Regulations Specialist  
Chief Zoning Plan Examiner  
Development Technologist  
HVAC/Plumbing Regulations Specialist  
Project Technician (Works)  
Technical Planner (Works)

**SALARY GROUP 19**

**SALARY GROUP 20**

Planner In-training



APPENDIX "A"  
 CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545  
 1987 ANNUAL SALARY  
 EFFECTIVE JANUARY 1, 1987

Group	Point Value	Step 1	6 Months	18 Months	30 Months	42 Months	54 Months
1	145	\$14,911.86	\$15,305.55	\$16,048.31	--	--	--
2	150-155	15,643.41	16,036.05	16,817.42	--	--	--
3	160-165	16,617.06	17,010.75	17,841.43	--	--	--
4	170-175	17,589.41	17,983.88	18,866.22	\$19,750.90	--	--
5	180-185	18,806.99	19,200.94	20,147.72	21,095.29	--	--
6	190-195	19,780.91	20,173.55	21,170.95	22,170.95	\$23,169.65	--
7	200-205	20,556.54	21,146.42	22,195.99	23,245.83	24,296.44	--
8	210-215	21,529.41	22,119.29	23,222.61	24,322.79	25,442.29	--
9	220-225	22,504.11	23,093.20	24,246.35	25,415.15	26,627.00	\$27,836.76
10	230-240	23,475.93	24,066.86	25,281.58	26,545.86	27,809.63	29,074.96
11	245-255	24,935.11	25,550.82	26,895.98	28,240.10	29,585.27	30,929.39
12	260-270	26,464.73	27,084.e7	28,509.87	29,935.12	31,359.34	32,784.34
13	275-285	27,997.47	28,617.09	30,122.97	31,627.54	33,135.24	34,640.59
14	290-300	29,324.37	30,149.32	31,737.89	33,322.30	34,914.09	36,497.63
15	305-315	30,856.60	31,682.32	33,349.69	35,017.06	36,685.73	38,354.40
16	320-330	32,389.34	33,215.07	34,964.62	36,712.60	38,460.32	40,208.57
17	335-345	33,921.57	34,747.37	36,579.02	38,405.80	40,236.48	42,064.82
18	350-360	35,456.66	36,282.39	38,191.34	40,100.30	42,009.25	43,921.60
19	365-375	36,988.37	37,814.61	39,805.49	41,794.80	43,785.67	45,776.55
20	--	30,973.48	32,637.71	34,304.30	--	--	--

(1st Yr.)

(2nd Yr.)

(3rd Yr.)

**CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545**  
**1987 BI-WEEKLY SALARY**  
**EFFECTIVE JANUARY 1, 1987**

Group	Point Value	Step 1	6 Months	18 Months	30 Months	42 Months Step 5	54 Months Step 6
1	145	\$571.57	\$586.66	\$615.13	--	--	--
2	150-155	599.61	614.66	644.61	--	--	--
3	160-165	636.93	652.02	683.86	--	--	--
4	170-175	674.20	689.32	723.14	\$757.05	--	--
5	180-185	720.87	735.97	772.26	808.58	--	--
6	190-195	758.20	773.25	811.48	849.81	\$888.09	--
7	200-205	787.93	810.54	850.77	891.09	931.28	--
8	210-215	825.22	847.83	890.12	932.29	975.20	--
9	220-225	862.58	885.16	929.36	974.16	1,020.61	\$1,066.98
10	230-240	899.83	922.48	969.04	1,017.50	1,065.94	1,114.44
11	245-255	955.76	976.36	,030.92	1,082.44	1,134.00	1,185.52
12	260-270	1,014.39	1,038.16	,092.78	1,147.41	1,202.00	1,256.62
13	275-285	1,073.14	1,096.89	,154.61	1,212.28	1,270.07	1,327.77
14	290-300	1,124.00	1,155.62	,216.51	1,277.24	1,338.10	1,398.95
15	305-315	1,182.73	1,214.38	,278.29	1,342.20	1,406.16	1,470.12
16	320-330	1,241.48	1,273.13	,340.19	1,407.19	1,474.18	1,541.19
17	335-345	1,300.21	1,331.86	,402.07	1,472.09	1,542.26	1,612.34
18	350-360	1,359.05	1,390.70	,463.87	1,537.04	1,610.21	1,683.51
19	365-375	1,417.76	1,449.43	,525.74	1,601.99	1,678.30	1,754.61
20	--	1,187.21	1,251.00	,314.88	--	--	--
		(1st Yr.)	(2nd Yr.)	3rd Yr.)			

**CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545**  
**1987 OVERTIME PAY**  
**EFFECTIVE JANUARY 1 - 1987**

<i>Group</i>	<u>Point Value</u>	<u>Step 1</u>	6 Months	18 Months	30 Months	42 Months	54 Months
	145	\$12.248	\$12.572	\$13.182	--	--	--
	150-155	12.849	13.172	13.814	--	--	--
	160-165	13.649	13.971	14.654	--	--	--
	170-175	14.447	14.771	15.497	\$16.223	--	--
5	180-185	15.447	15.770	16.548	17.327	--	--
6	190-195	16.247	16.569	17.388	18.210	\$19.031	--
7	200-205	16.884	17.369	18.231	19.092	19.956	--
8	210-215	17.684	18.167	19.074	19.977	20.897	--
9	220-225	18.483	18.968	19.914	20.874	21.870	\$22.863
10	230-240	19.281	19.767	20.765	21.803	22.841	23.880
11	245-255	20.481	20.985	22.091	23.195	24.300	25.404
12	260-270	21.737	22.245	23.417	24.587	25.757	26.927
13	275-285	22.995	23.504	24.741	25.977	27.215	28.452
14	290-300	24.086	24.762	26.067	27.369	28.674	29.978
15	305-315	25.344	26.022	27.392	28.761	30.132	31.502
16	320-330	26.603	27.282	28.719	30.155	31.589	33.026
17	335-345	27.861	28.539	30.044	31.544	33.048	34.550
18	350-360	29.123	29.801	31.368	32.937	34.505	36.075
19	365-375	30.381	31.059	32.694	34.329	35.963	37.599
20	--	25.440	26.807	28.176	--	--	--
		(1st Yr.)	(2nd Yr.)	(3rd Yr.)			

APPENDIX B-  
CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545  
1988 ANNUAL SALARY  
EFFECTIVE JANUARY 1, 1988

Group	Point Value	Step 1	6 Months	18 Months	30 Months Step 4	42 Months	54 Months
1	145	\$15,508.26	\$15,917.86	\$16,690.37	--	--	--
2	150-155	16,269.03	16,677.59	17,490.01	--	--	--
3	160-165	17,281.81	17,691.15	18,554.97	--	--	--
4	170-175	18,293.03	18,703.16	19,620.98	\$20,540.89	--	--
5	180-185	19,559.15	19,969.01	20,953.62	21,939.01	--	--
6	190-195	20,572.20	20,980.49	22,017.80	23,057.72	\$24,096.34	--
7	200-205	21,378.88	21,992.24	23,083.81	24,175.65	25,268.27	--
8	210-215	22,390.62	23,003.98	24,151.39	25,295.66	26,460.03	--
9	220-225	23,404.19	24,017.03	25,216.09	26,431.85	27,691.97	\$28,950.25
10	230-240	24,414.89	25,029.55	26,292.80	27,607.70	28,922.08	30,238.02
11	245-255	25,932.50	26,572.73	27,971.90	29,369.77	30,768.68	32,166.54
12	260-270	27,523.43	28,168.36	29,650.23	31,132.62	32,613.71	34,095.58
13	275-285	29,117.49	29,761.89	31,327.77	32,892.61	34,460.57	36,026.19
14	290-300	30,497.35	31,355.16	33,007.40	34,655.20	36,306.39	37,957.58
15	305-315	32,090.88	32,949.74	34,683.64	36,417.79	38,153.25	39,888.45
16	320-330	33,684.94	34,543.80	36,363.27	38,181.17	39,998.81	41,816.97
17	335-345	35,278.47	36,137.07	38,042.11	39,941.94	41,845.93	43,747.32
18	350-360	36,874.88	37,733.74	39,718.87	41,704.27	43,689.66	45,678.45
19	365-375	38,467.89	39,327.27	41,397.72	43,466.60	45,537.05	47,607.49
20	--	32,212.46	33,943.22	35,676.60	--	--	--
		(1st. Yr.)	(2nd. Yr.)	(3rd. Yr.)			

CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545  
 1988 BI-WEEKLY SALARY  
 EFFECTIVE JANUARY 1, 1988

<u>Group</u>	<u>Point Value</u>	<u>Step 1</u>	<u>6 Months</u>	<u>18 Months Step 3</u>	<u>30 Months Step 4</u>	<u>42 Months Step 5</u>	<u>54 Months Step 6</u>
1	145	\$594.43	\$610.13	\$639.74	--	--	--
2	150-155	623.59	639.25	670.39	--	--	--
3	160-165	662.41	678.10	711.21	--	--	--
4	170-175	701.17	716.89	752.07	\$787.33	--	--
5	180-185	749.70	765.41	803.15	840.92	--	--
6	190-195	788.53	804.18	843.94	883.80	\$923.61	--
7	200-205	819.45	842.96	884.80	926.65	968.53	--
8	210-215	858.23	881.74	925.72	969.58	1,014.21	--
9	220-225	897.08	920.57	966.53	1,013.13	1,061.43	SI, 109.66
10	230-240	935.82	959.38	1,007.80	1,058.20	1,108.58	1,159.02
11	245-255	993.99	1,018.53	1,072.16	1,125.74	1,179.36	1,232.94
12	260-270	1,054.97	1,079.69	1,136.49	1,193.31	1,250.08	1,306.88
13	275-285	1,116.07	1,140.77	1,200.79	1,260.77	1,320.87	1,380.88
14	290-300	1,168.96	1,201.84	1,265.17	1,328.33	1,391.62	1,454.91
15	305-315	1,230.04	1,262.96	1,329.42	1,395.89	1,462.41	1,528.92
16	320-330	1,291.14	1,324.06	1,393.80	1,463.48	1,533.15	1,602.84
17	335-345	1,352.22	1,385.13	1,458.15	1,530.97	1,603.95	1,676.83
18	350-360	1,413.41	1,446.33	1,522.42	1,598.52	1,674.62	1,750.85
19	365-375	1,474.47	1,507.41	1,586.77	1,666.07	1,745.43	1,824.79
20	--	234.70	1,301.04	1,367.48	--	--	--

(1st Yr.)

(2nd Yr.)

(3rd Yr.)

CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545  
**1988 OVERTIME PAT**  
 EFFECTIVE JANUARY 1, 1988

<i>Group</i>	<u>Point Value</u>	<u>Step 1</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months Step 4</u>	<u>42 Months Step 5</u>	<u>54 Months</u>
1	145	\$12,736	\$13,074	\$13,708	--	--	--
2	150-155	<b>13,362</b>	13,698	14,365	--	--	--
3	160-165	14,194	14,530	15,240	--	--	--
4	170-175	15,024	15,361	16,114	<b>\$16,870</b>	--	--
5	180-185	16,065	16,401	17,209	<b>18,019</b>	--	--
6	190-195	<b>16,896</b>	17,232	<b>18,084</b>	<b>18,937</b>	<b>\$19,791</b>	--
7	200-205	17,559	18,063	18,960	<b>19,855</b>	<b>20,754</b>	--
8	210-215	18,390	18,894	19,836	<b>20,776</b>	<b>21,732</b>	--
9	220-225	19,222	19,726	20,710	<b>21,709</b>	<b>22,744</b>	\$23,778
10	230-240	20,052	20,557	21,595	<b>22,675</b>	<b>23,754</b>	<b>24,835</b>
11	245-255	21,298	21,825	22,974	<b>24,123</b>	<b>25,272</b>	26,419
12	260-270	22,606	23,136	24,352	<b>25,570</b>	<b>26,787</b>	<b>28,003</b>
13	275-285	23,914	24,444	25,731	<b>27,016</b>	<b>28,303</b>	29,589
14	290-300	25,048	25,753	27,109	<b>28,464</b>	<b>29,820</b>	31,176
15	<b>305-315</b>	26,358	27,063	28,486	<b>29,911</b>	<b>31,336</b>	32,761
16	320-330	27,666	28,372	29,866	<b>31,359</b>	<b>32,853</b>	34,345
17	335-345	28,975	29,680	31,245	<b>32,806</b>	<b>34,369</b>	35,931
18	<b>350-360</b>	30,286	30,991	32,622	<b>34,254</b>	<b>35,884</b>	37,518
19	365-375	31,594	32,301	34,002	<b>35,701</b>	<b>37,401</b>	39,102
20	--	26,457	27,879	29,302	--	--	--

(1st Yr.)

(2nd Yr.)

(3rd Yr.)

March 19, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Intent

It is agreed that during an employee's ninth, eighteenth (seventeenth effective January 1, 1988) and twenty-fourth calendar year of service the vacation entitlement can be taken at any time during that year, provided that if the employee terminates prior to his/her anniversary date, it will be necessary to pay back to the Corporation any vacation days owing.

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

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

The Corporation agrees to amend the  
Employee Handbook as required.

Sincerely,

J.G. Campbell,  
Personnel Commissioner.



March 19th. 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Understanding --Works  
Engineering Inspectors

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

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Understanding

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

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19th, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Understanding --  
Technological Change

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

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19th, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Understanding

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.

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Understanding

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

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Understanding

The Corporation and the Union agree to establish a Sub Committee consisting of equal representation from both parties to implement the Towers, Perrin, Forster and Crosby Job Evaluation Plan. It is further agreed that the Sub Committee will commence its deliberations in September, 1987 with a target date for completion prior to the exchange of proposals in 1988.

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Letter of Understanding -- Summer  
Student Program

During the process of negotiations, the Corporation agreed to outline the terms and conditions of employment for summer students employed between the period May 1 to September 30, 1987 and 1988.

The parties agree to the following terms of reference:

- 1) Summer student will be defined as a person who attended secondary school, college or university on a full-time basis during the previous school year and who will continue to attend during the following school year.
- 2) The qualifications, duties and responsibilities will be less than required for a permanent job classification covered under the existing Appendix "A".

- 3) The Student will be eligible to participate in the following benefits:
- a) Overtime Pay in accordance with the current agreement;
  - b) Protective Clothing as considered necessary by the Corporation;
  - c) Vacation Pay at 4% in accordance with the Employment Standards Act and paid to the employee on a bi-weekly basis;
  - d) Paid Holidays in accordance with the existing provision for temporary employees.

4) It is understood that Union Dues will be deducted after twenty (20) working days of service or accumulated service.

5) Salaries for the year 1987, effective May 1, will be as follows:

Student Clerical Work	--	\$7.04
per hour		
Student Technical Work	--	\$8.03
per hour.		



Salaries for the year 1988,  
effective May 1, will be as  
follows:

Student Clerical Work -- \$7.45  
per hour

Student Technical Work -- \$8.50  
per hour.

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

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

Sincerely,

J.G. Campbell,  
Personnel Commissioner.

March 19, 1987.

Mrs. P. Perkins,  
President,  
Local 545, C.U.P.E.

Dear Madam:

Re: Procedures To Be Adopted When A  
Grievance Is Presented To The Board  
of Control At Step 3 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,

J.G. Campbell,  
Personnel Commissioner.