

THE CORPORATION OF THE CITY OF SCARBOROUGH



-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES

OCT 23 1992

07119(04)

COLLECTIVE AGREEMENT

Between



THE CORPORATION OF THE CITY OF SCARBOROUGH"

-and-



LOCAL 545 THE CANADIAN UNION OF PUBLIC EMPLOYEES

1991 - 1992

ARTICL	E TABLE OF CONTENTS	PA	<u>GE</u>
19.2 12.0 16.3 28.0	Appraisal Reports Arbitration Call Out Collective Agreement Termination		38 18 30 62
10.0 27.4 27.2 27.5 23.2	Complaint Procedure Contracting Out Corporation By-laws and Resolutions CUPE Representation Dental Plan	,	13 61 60 61 54
8.3 5.0 4.0 1.1	Derogatory Notations (Removal) Discrimination Dues Deduction Employee, defined	A LA	12 7 6 3 61
1.2 27.7 26.0 17.0 11.0	Employee (Temporary) Employee Personnel File (Review) Employee Support Program Floating Holidays Grievance, defined	.1	61 59 32 15
11.3 5.1 '20.5 23.0	Grievance Procedure Harassment Holding Unit Hospital and Medical Insurance Semi-Private Extended Health EyeglassesBenefit		7 43 52 52 52 53
16.0 15.3.3 19.0 14.0 22.0	Hours of Work Job Evaluation Committee Job Posting Requirements Layoffs Leave of Absence		28 26 37 22 47
	Union/Management Meetings Adoption Leave (Appendix B) Bereavement Leave Jury and Witness Service Union Conventions, Conferences Citizenship Court Maternity Leave (Appendix B) Preparing Bargaining Proposals Proofreading Collective Agreement Letters of Intent and Understanding		47 81 49 49 51 81 51 83

ARTICL	E TABLE OF CONTENTS	PAGE
23 3 23 6	Life Insurance	55 56
205	Life Insurance (Retirees) Long Term Disability	43
7.0	Management Rights	9
162 17.6	Overtime	29
17.0	Paid Holidays	32
21.0° 19.0 1	Pay on Temporary Transfers Position Postings	44 37
6.1	Probationary Period	š
19.	Promotions/Appointments	37
19.0 17.0.1 15.5	Remembrance Day	32 27
15.5	Retroactivity Return to Former Position	39
19.16 25.0	Safety	58
23.0	Protective Clothing and Equipment	58
	Footwear	58
rJ	Summer Clothing	58
15 2	Joint Safety Committee Salary Classifications	59 24
132.	Salary Groups	64
	Salary Schedules (Appendix A)	75
150	Salary Pay Cycles	24 25
15.3	Salary Progression	25
6.0 6.4	Seniority List	7
16'1	Seniority List Shift Premium	28
200	Sick Leave	40
130	Strikes or Lockouts (Action Barred)	21
8.0 27.6	Suspension or Dismissal	10 61
2.0	Technological Change Temporary Employee	01
2.0	(Rulesand Regulations)	3
3.0	Union Membership	3 5 2
1.0	Union Recognition	2
8.4	Union Representation (Disciplinary Mostings)	12
8.2	(Disciplinary Meetings) Union Representation (Dismissals)	11
180	Vacation with Pay	34
164	Weekend Premium	30
240	Workers' Compensation	57

THIS AGREEMENT made this 24th, day of June, A.D., 1991

BETWEEN:

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

OFTHE 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 cooperation 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 AGREE-MENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

RECOGNITION

1.0. The Corporation recognizes the Union as the sole bargaining agent for all its office, clerical and technical staff covered specifically within the salary Groups as contained within the current Collective Agreement and HEREBY CON-SENTS 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.

- 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 1.1. 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 emploved:
 - 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**

20 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.

- 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 Employee's 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.
- 1.7. A temporary employee who is appointed to a permanent position, without interruption of his employment, shall have his seniority calculated in accordance with Article 6 of this Agreement.

MEMBERSHIP

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. Not-withstanding 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

The Corporation agrees, during the 4.0. 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.

IO DISCRIMINATION

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

SENIORITY

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

In the event of an employee being laid off from the Corporation, his unit-wide seniority shall be recognized.

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

6.4. The Corporation will supply sufficient copies, as required, of a list of members of the Local showing department and Corporation-wide seniority of each member. Current lists to be provided to the Union on January 1 and July 1 of each ear unless otherwise mutually agreed:

MANAGEMENT RIGHTS

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

methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Corporation.

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

SUSPENSION OR DISMISSAL OF EMPLOYEES

8.0. A claim by an employee, who has attained seniority, that he has been unjustly discharged or unjustly suspended from his employment shall be treated as a grievance if a written

statement of such grievance is lodged with the Commissioner, Corporate Services within three (3) working days after the employee has been suspended or ceases to work for the Corporation.

- A meeting will be convened within three (3) working days of receipt of 8.1. the grievance by the Commissioner, Corporate Services to include the relevant Department Head or Deputy and necessary Corporation and Union representatives. The grievance shall be resolved by either confirming the Department Head's action or by reinstating the employee with full com-pensation for time lost or by other ar-rangement which is just and equita-ble in the opinion of the conferring parties. A decision shall be rendered within two (2) working days of such meeting. If the decision is not satisfactory to the grievor and/or the Union, the grievance shall then be referred to the Grievance Procedure commencing at Step No. 3.
- 8.2. Where an employee has been dismissed without notice, he shall have the right to interview a member of the Executive Committee of the

Union for a reasonable period of time before leaving the Corporation's premises.

8.3. An employee who has been the recipi ent of a Warning of an Offence or an whose record a Derogatory Notation has been made will have an opportu nity to have such Warning of an Offence or Derogatory Notation removed from his file in accordance with the following procedure:

> Such employee in excess of two years service with the City, who has not received a Warning of an Offence or caused a Derogatory Notation to be made on his record for two (2) consecutive years, may request a review by the Commissioner, Corporate Services. The Commissioner, Corporate Services and the appropriate Department Head may their option, any such Warning of Offence Notation from the employee's file.

> The Union will be sent a copy of all correspondence to employees in regard to this subject.

The Union Steward or Executive Of-84 ficer shall be advised and have the right to be present whenever the

employer discharges suspends or issues a written Warning of Offence/Derogatory Notation to an employee.

COMPLAINTS AND GRIEVANCE PROCEDURE

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

10.0. A complaint is defined in this Agreement as a specific or general situation not considered to violate terms and conditions of the Agreement, but which may be adjusted within the authority of the Department Head or Commissioner, Corporate Services

without violating the Agreement o setting a precedent.

- 10.1. An employee or the Union may sub mit a complaint to the Departmen Head in writing and such complain shall be adjusted or answered within five (5) working days of receipt o same.
- 10.2. In the event that the matter is not re solved, the issue will be referred to the Corporation's Bargaining Committee to be dealt with within fifteer (15) working days of receipt of same It is understood that the Union Executive may make representation to the Administrative Committee of any unresolved items if they so elect.

GRIEVANCES

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

- 11.1. The Corporation acknowledges the right of the Union to lodge a grievance alleging that a penalty imposed for loss of, or damage to, any equipment issued by the Corporation is unreasonable.
- 11.2. A grievance properly arising under the Collective Agreement shall be adjusted and settled as follows:

11.3.

It is understood that before the 3tep **1:** 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 bereduced 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

If the grievance is not resolved under Step 1 to the satisfaction o Step 2: 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 receip of the decision in Step 1. The De partment Head or Deputy or des ignated 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 meet ing is held. In cases where griev ances involve another depart ment, the Department Head or Deputy or designated Director will hold the grievance in the de partment concerned.

Step 3: Should the decision of the De partment Head or Deputy or des ignated Director not be satisfac tory to the Grievor and/or the Union, the Union must submit a copy of the grievance, together with the last decision received, to

the Commissioner, Corporate Services within four (4) working days. The Commissioner, Corporate Services shall place the grievance before the Administrative Committee. The Administrative Committee shall meet with the parties within ten (10) working days of receiving the grievance or such other period as may be mutually agreed and render its decision within three (3) working days of such meeting being held. However, it shall be understood that the Commissioner, Corporate Services may initiate a meeting of the parties to attempt a resolution of the dispute prior to the grievance being heard by the Administrative Committee. If such a meeting is called and the grievance is withdrawn or otherwise resolved, the submission to the Administrative Committee shall be abandoned

tep 4: If the decision of the Administrative Committee is not acceptable to the Grievor and/or the Union, the matter may be referred to a Board of Arbitration provided that such notice is given to the Corporation within seven (7) working days after the

Administrative Committee's decision in Step 3 is delivered to the Union.

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

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

11.5. If the parties mutually agree, the Commissioner, Corporate Service may be substituted for the Adminis trative Committee at Step 3 and Step 4 of the Grievance Procedure. It is understood that grievances within the Corporate Services

Department will proceed directly to Administrative Committee in place of the provisions of this Article.

ARBITRATION

12.0. Both parties to this Agreement agre that any dispute or grievance con cerning the interpretation or alleger 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.

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.

- 12.5. The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 12.6. Each of the parties of this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the expense, if any, of the Chairman.
- 12.7. No person shall be selected as a Member or Chairman of the Board of Arbitration who is an employee of the Corporation, or a member of the Council, or a member of the National Union, or who has any pecuniary interest in the grievance.
- 12.8. It is understood that the Management may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its officers or members, and that if such complaint by the Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

NO STRIKES OR LOCKOUTS

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

LAY-OFFS

- 14.0. Where a layoff is necessary other than as a result of a breakdown of machinery, power shortage, or other emergency, the Corporation will give at least ten (10) days' notice of layoff to the employees affected and to the Secretary of the Union.
- **14.1.** In the event of a layoff the following procedure will apply:

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

 a) They have greater departmental seniority than the employee to be displaced, and

b) The Corporation determines that their skill, competence and efficiency meet the job requirements.

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

- 14.2. Employees shall be recalled according to seniority and their ability to perform the work, as work becomes available and shall report for duty ten (10) working days after notice by registered mail to their address on record with the Human Resource Services Division. Failure to meet the aforementioned deadline shall entitle the Corporation to consider an employee as having resigned.
 14.3. Employees who have been laid off due
- to lack of work and subsequently recalled will have their length of service determined by the actual time they have been on the Corporation's payroll, provided that such employee returns to work when notified and subject to the conditions of this Collective Agreement.
- 14.4. Any employee who has been laid off for a continuous period of twelve (12) months or more, will lose any previously acquired seniority and, if rehired, will be re-hired as a new employee.

CLASSIFICATIONSAND SALARIES

- 15.0. Employees shall receive their salaries every two weeks on Thursday by cheque, to be enclosed in envelopes, with a statement of earnings attached, showing gross pay, applicable overtime hours, and each deduction from gross pay. The bi-weekly rate is determined by dividing the annual rate by 26.0893.
- 15.1 Salary schedules for the year 1991 and 1992 are attached as Appendix "A". Employees shall be classified in accordance with job title set forth in Appendix "A" of this Agreement or as may be added to such Schedule in accordance with Clause 15.2. and shall be paid a salary rate in accordance with the salary group to which their work has been assigned through job evaluation.
- 15.2. The Union agrees that the Corporation may create new classifications or alter the job content of any existing classifications at any time during the effective period of this Agreement and the Corporation agrees to consult with the Union or the Corporation/Union Job Evaluation Committee regarding the Group to be applied to such new classification or altered classification

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

15.3. Employees shall progress in the Salary Scale as follows:After 6 months in Step 1 to Step 2

After 12 months in Step 2 to Step 3 After 12 months in Step 3 to Step 4 After 12 months in Step 4 to Step 5 After 12 months in Step 5 to Step 6 Such progression, if any approved.

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

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

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

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

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

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

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

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

Effective January 1, 1991, 4.8% on wage rates in effect as at December 31, 1990.
Effective January 1, 1992, 4.6% on wage rates in effect as at December 31, 1991.

15.5. 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, 1991.

HOURS OF WORK AND OVERTIME

- 16.0. The work week shall consist of five (5) days, Monday to Friday, inclusive; each work day shall have eight (8) consecutive hours including one (1) hour, unpaid, for lunch period. Hours of work may be varied by mutual agreement of the parties, such agreement to be in writing.
- 16.1. Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4:00 p.m. and 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 60 cents per hour shall be paid to those employees assigned to shift work. Effective January 1, 1992 the premium increases to 62 cents per hour.
- 16.1.1. 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.

- 6.1.2. 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.
- 6.1.3. 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 rescheduling, but in the event of a dispute, the matter shall be subject to the Grievance Procedure.
- 6.2. 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.
- **6.2.1.** For shift workers, overtime at the rate of time and one-half of the

- 16.2.1. For shift workers, overtime at the rate of time and one-half of the employee's basic rate of pay shall be paid for all work performed on the 6th or 7th day of his assigned work week.
- 16.2.2. Work performed before or after the expiry of assigned shifts shall be paid for at the rate of time and one-half.
- 16.3. Each employee who has completed his regular days work and is called out and reports for overtime work, or who is called out and reports for work on other than his regular work day, shall be paid by the Corporation, as a minimum, the equivalent of three (3) hours work at his overtime rate whether such employee works or not for each time such employee is so called out and reports for such work.
- 16.4. An employee who works on a regularly scheduled day on Saturday and/or Sunday shall be paid a premium of 60 cents per hour for all hours worked on such days for which no other premium or bonus is paid. Effective January 1, 1992 the premium increases to 62 cents per hour.

16.5. Each employee of the Corporation coming within the Local 545 Bargaining Unit who, as part of a regularly scheduled work week, works on the afternoon and/or night shift ending on a Saturday and/or on a Sunday, shall be paid a weekend shift bonus premium of \$1.04 cents per hour for all regular hours worked on such scheduled shifts. Effective January 1, 1992 the premium increases to \$1.06 per hour. The weekend shift bonus premium shall be in lieu of the existing provisions of Article 16.1. and 16.4.

PAID HOLIDAYS

17.0. Paid Holidays shall mean:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Civic Holiday

Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
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 a year, the parties hereto shall determine prior So the 31st day of Jan ary in each year, whether the hoday shall be observed on the preceing or following normal working.

All employees who have successfully completed their probationary priod prior to December 31 in a calendar year, shall be entitled one additional designated holidate to be named a Floating Holida The Floating Holiday shall be tak at a time approved by the Depament Head or his designate.

- 17.0.1. Remembrance Day will be reconized as a Paid Holiday if it occubetween Monday and Friday inc sive and payment of wages for su Paid Holiday shall only be made those eligible.
- 17.0.2 New employees on probationary priod shall observe Paid Holida and will receive retroactive part ment for Paid Holidays as list after they complete sixty-five (days of work as assigned for the Corporation.

- 17.1. 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.
- 17.2. The Corporation may determine the number and classification of employees who are required to work on any Paid Holiday or the day agreed to as its alternative.
- 17.3. Where the Paid Holiday occurs within a vacation period, a day off or a day's pay in lieu thereof shall be granted to the 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.
- 17.4. 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 of is taken, it shall be at a time agree able to the employee and Departmen Head or Deputy.

17.5. All work performed by shift workers on Paid Holidays shall be paid for as per Clause 17.4. When a Paid Holiday falls on a shift worker's weekend it shall be treated as a Paid Holiday provided the day workers were also paid for the same Paid Holiday.

VACATION WITH PAY

All employees affected by this Agree 18.0. ment who have been steadily em ployed by the Corporation for a peri od less than twelve months prior t July 1stin any vacation year shall be entitled to one day's vacation with pay for each full month of employ ment at a time approved by the De partment Head or designate, pro vided that the credit shall be given for the month in which employmen commenced if the starting date is pri or to the fifteenth of the month. In n event shall vacation with pay a hereinbefore provided exceed te working days.

- 8.1. All employees affected by this Agreement who have been steadily employed by the Corporation €or 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.
- 8.2. 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.
- 8.3. All employees who have been continuously employed by the Corporation for a period of seventeen (17) years or more at July 1stshall receive twenty-five (25) working days vacation with pay at a time approved by the Department Head or designate.
- 8.4. All employees who have been continuously employed by the Corporation for a period of twenty-three (23) 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 Effective July 1, 1991, twenty-three (23) years shall be amended to twenty-two (22) years. In addition effective in 1991, an extra five (5 working days are available to employees reaching their 30th anniver sary to be taken once only at an: time in their 30th year subject to departmental approval. In the firs year of this provision (1992) those employees having greater than 36 years service are eligible to receive the extra week.

- 18.5. Subject to the approval of the Depart ment Head in other than norma fixed holiday periods, seniority shal be the ruling factor in choice of vaca tion dates. Where an employee's vacation is divided into two or more periods, the aforementioned seniority shall apply to only the first of such divided periods and which shall be no less than three (3) working days.
- 18.6. In order to meet the need for earl: reservation of holiday accommoda tion, vacation schedules shall be ar ranged not later than May 15th each year.

PROMOTIONS -- APPOINTMENTS

- 19.0. When vacancies occur or new positions are created, such shall be posted on the bulletin boards, access to which shall be available to all employees of the Bargaining Unit, such posting clearly indicating the minimum qualifications required. When two or more candidates for any position are found to have the minimum required qualifications as stipulated in the posting, seniority shall then become the first consideration in the selection of an applicant to fill the position. The method by which applicants are required by the Corporation to file applications shall be stated in the posting.
- 19.0.1 In cases of applications for a vacant position which is in the same or a lower salary 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.
It is understood that this procedure

b) does not preclude the employee from applying for a position which is as-

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

- Where a position not filled by an internal appointment and is covered by this Agreement is advertised in the newspapers, such position will 19.1. be re-posted with a copy of the newspaper advertisement attached.
- Any employee who is ap ointed, promoted, assigned or transferred to a permanent position within the Corporation shall be subject to consecutive appraisal ratings at the expiration of twenty (20) forty (40) and sixty (60) working day periods such periods shall be calculated from the date of assumption of the new position. If at the end of a sixty-five (65) working day period 19.2. sixty-five (65) working day period such employee is declared satisfac-tory 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.

- 19.3. If, during the first twenty (20) working days, an employee who although satisfactory in his new position reports to the Commissioner, Corporate Services that he is dissatisfied with the position, he may return to the position he previously held and incur no loss whatsoever, providing such move does not create the termination of employment for another employee.
- 19.4. When vacancies occur, or new positions are created in 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.

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

SICK LEAVE

- 20.0. Employees shall receive sick leave accumulated on the following basis, namely, an employee shall have earned and have placed to his credit one and one-half days sick leave credits on the last day of the month during which he completes his probationary period of sixty-five (65) days of work and one and one-half days per month thereafter, provided that the Corporation may require suitable evidence for absence in the event of claim for sick leave pay.
- 20.1. An employee retiring from the service at the age of sixty- five (65) shall receive payment for unused sick leave accumulated to his credit, but in no event shall he be entitled to more than an amount equal to his salary, wages or other remuneration for one-half the number of days

standing to his credit and, in any event, not in excess of the amount he would have earned in six (6) months at the rate of pay received by him immediately prior to his retirement. 20.2. The estate of an employee who dies while in the service of the Corporation shall be paid an amount equal to the unused sick leave accumulated to the credit of the employee, but in no event shall the sum of money so paid be more than an amount equal to the salary, wages or other remuneration for one-half the number of days standing to the credit of the deceased employee, and in any event, not in excess of the amount the deceased employee would have earned in the six (6) months immediately prior to his death. The Union will be supplied with a letter indicating all monies paid out by the Corporation or payable to the estate or beneficiary rom any insurance or pension funds.

20.3. An employee whose services are terminated for reasons other than those provided in paragraph 20.1. and 20.2. will be entitled to payment for unused accumulative sick leave credits on the following basis:

- 20.3.1. Over 10 years and less than 15 years of service -- one-half of the unused balance or the equivalent of three months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.
- 20.3.2. Over 15 years and lees than 20 years of service -- one-half of the unused balance or the equivalent of four months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.
- 20.3.3. Over 20 years and less than 25 years of service -- one-half of the unused balance or the equivalent of five months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.
- 20.3.4. Over 25 years of service -- one-half of the unused balance or the equivalent of six months' salary earned by him immediately prior to date of termination, whichever is the lesser amount.

- 20.4. The Corporation shall pay 100% of the premium cost of a Long Term Disability Plan to provide a benefit of 75% of the employee's basic salary.
- 20.5. The Corporation and the Union agree that a Holding Unit will be established for employees who qualify for Long Term Disability Insurance benefits. The Parties agree that the terms of reference to be applied will be as per the recommendation embodied in Report No. 48 of the Board of Control adopted by Council at its meeting held on September 29, 1980. It is understood that an employee who has qualified for LTD benefits will:
- a) retain seniority for a maximum period of two (2) years;
 - will have the option of receiving and paying for benefit coverage through the group plan as it applies to Semi-Private Hospital Accommodation, Extended Health Coverage, and the Dental Plan

The Corporation shall provide fifty (50) percent of the premium costs for CUMBA Extended Health coverage for employees who qualify for Long Term Disability and are placed in the

Holding Unit for a maximum period of two (2) years. It is further understood that credited service €or pension purposes will be maintained under the provisions of the OMERS 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

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

is temporarily vacant for a period longer than twelve (12) weeks, then the Human Resource Services Division and two (2) representatives of the Union will meet within three (3) working days to assess the need for posting the position. In the event that agreement is reached, such position shall be posted for two (2) working da s and the provisions of Article 19 s all apply.

- 1.1. 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:
- 1.1.1 If the rate of pay in the job classification to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate of pay.
- 1.1.2 If the rate of pay in the job classification to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay in the job classification

to which he is temporarily transferred, provided the employee displays efficiency, skill or ability equal to that of the employees in the classification to which he is transferred.

- 21.2. Any employee who, for the convenience and benefit of the employee is temporarily transferred to anotherjob classification instead of being laid off due to lack of work breakdown of machinery, or other like cause, shall be paid while so employed as follows:
- 21.2.1. If the rate of pay in the job classification to which he is transferred is less than the employee's regular pay, he shall receive the lower rate of pay in the job classification to which he is transferred.
- 21.2.2. If the rate of pay in the job classification to which he is transferred is higher than the employee's regular pay, he shall 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 even rate

of pay for a period of sixty-five (65) working days and then will receive the higher rate of pay.

EAVE OFABSENCE

- 2.0. 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.
- 2.0.1 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 interest. It is understood that this day off will be granted pending the availability of the appropriate Corporation representatives.

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

- 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 travel-2.2 ling, meals and other expenses, re-ceived 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 travel-ling, meals and other expenses, re-ceived 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 corpo-rate limits of Metropolitan Toronto will not be recognized.
- 2.3. 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.

- 22.4. The Corporation may grant leave a 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 at sence without pay, within the jurist diction of the Department Head shall be submitted by the employe in writing to the Department Head
 - 22.5. Leave of absence shall be granted to employees who request same to serving 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.

partment Head.

and answered in writing by the De

22.6. Should an employee obtain full-time employment with the Union, the Corporation shall grant leave of absence without pay for any period up to on year and a second year upon application, such absence not to affect the individual's seniority standing. Albenefits 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.

- 2.7. 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.
- 2.8. The Corporation agrees to provide Pregnancy/Parental/Adoption leaves of absence in accordance with Appendix B attached hereto.
- 2.9. Leave of absence with a maximum of three (3) days with pay shall be granted to members of the Union Bargaining Committee, for the purpose of preparing bargaining proposals. This leave of absence will be granted provided the Union notifies the Commissioner, Corporate Services five (5) working days in advance.
- 2.10. The Corporation will grant leave of absence with pay to two employees for one (1) day €or the purpose of proofreading the 1991-1992 Collective Agreement.

HOSPITAL AND MEDICAL INSURANCE

- 23.0. The Corporation shall pay, on beha of the eligible employee, 100% of th premium cost of the CUMBA semi private hospital accommodation is such employee has selected this typ of accommodation in addition to the standard ward care as provided be the Ontario Health Insurance Plan.
- 23.1. The Corporation shall pay on beha of participating employees, 100% c the premium cost of the CUMBA Corporative Health Services Extende Health Care Plan (\$10/\$20 deductible). (Such benefits may be supplied by another carrier mutually satisfactory to the parties).

Effective January 1, 1990, coverag will be provided for the services of licensed Chiropractor, Osteopath, Pediatrist and Chiropodist up to \$15.0 per person, per visit, including up t \$35.00 per person per year for x-ray by a Chiropractor, to a maximum (\$200.00 per year, payable only afte OHIP ceases to pay any portion of th expenses.

Effective July 1, 1991, a hearing aid benefit coverage will be provided, to a maximum of \$400.00 per family per benefit year.

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

DENTAL PLAN

23.2. The Corporation will pay 100% of the premium cost of a dental plan providing benefits equivalent to the CUMBA Red Plan (no deductible) and CUMBA Rider 1 (Periodontics/Endodontics) and Rider 2 (Dentures - 60/40 co-insurance). An Orthodontia Rider will be provided on a 50% co-insurance basis with a maximum lifetime benefit of \$2,000.00, per person, for family coverage. The premium cost of the Orthodontia Rider will be paid in full by the Corporation.

The Corporation will pay 100% of the premium cost for a Major Restorative Plan to be provided on a 50% coinsurance basis with an annual maximum of \$1,000.00 per person for family coverage. This rider will include single crown restorations, inlays, onlays and gold fillings. Effective July 1, 1991 coverage extends to providing space maintainers for children with primary teeth. The premium and service costs for this coverage are 100% Corporation-paid.

INSURANCE AND PENSIONS

- 23.3. 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.
- 23.4. Employees enrolled in the Metro Pension Plan will contribute at the same rate and receive pension benefits equivalent to those provided by the O.M.E.R.S. Plan in effect on January 1, 1979.
- 23.5. In the event the Corporation is obligated by Provincial or Federal legislation to contribute towards the cost of benefits similar to one or more of the benefits provided under the above mentioned plans, the Corporation may terminate or revise the plans affected in order to eliminate any duplication of benefits. The Corporation agrees to inform the Union prior to any terminations or revisions. The Corporation agrees to contribute to any new plans on the same percentage basis as it contributed to the plans replaced.

- 23.6. The Corporation shall provide a paid up life insurance policy of three thousand dollars (\$3,000.00) for employees retiring at age sixty-five (65) and early retirees upon the attainment of age sixty- five (65).
- Employees who retire before age sixty-five (65) shall be entitled to 23.7 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 seventyfive (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 (\$3,00000).
- 23.8 The Corporation and the Union agree that the annual Unemployment Insurance rebate shall be utilized by the Corporation to offset the cost of employee benefits.

WORKERS' COMPENSATION

- 24.0. Any employee injured while on duty and unable to work because of such injury shall be paid 75% of his regular pay by the Corporation until such time as ruling has been made in connection with his claim by the Workers' Compensation Board.
- 24.1. The Corporation shall pay in addition to the amount as stipulated in 24.0. herein, 25% of an employee's regular pay for a period not exceeding three (3) months from the date of his injury providing he is unable to work because of such injury.
- 24.2. Wherein an action arising out of an accident to an employee, the Corporation recovers from a third person as a result of such accident a larger amount exclusive of costs than the amount paid to or on behalf of such employee, including the cost of the services of the 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

- 25.0. The Corporation will, at the discretion of the Department Head, supply parkas for certain employees whose duties require them to perform outdoor work for the majority of their work week during the winter months.
- 25.1. Proper safety measures shall be required at all times to protect employees. 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.
- 25.2. Footwear: The Corporation will provide, at the discretion of the Corporation, winter and summer footwear as required for permanent employees.
- 25.3. The Corporation will provide, at the discretion of the Department Head, a summer clothing issue for permanent employees on May 1 of each year.

- 25.4. The Corporation will recognize a Joint Occupational 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.
- 25.5 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

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

GENERAL

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

- 7.4. No work in job categories covered by this Agreement shall be contracted out at the expense of permanent employees being laid off.
- 7.5. 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.
- 7.6. 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.
- 7.7. It is agreed that an employee can request an opportunity to review his personnel file in the presence of an appropriate official of the Human Resource Services Division.

TERMINATION

28.0. This Agreement shall remain in fori

first day of January 1991 and sha continue to remain in force from year to year thereafter unless in any year the Corporation or Local 545 desirir or proposing any change or alteratic to this agreement, in respect to any the matters herein provided, sha give to each other written notice the desire of proposed changes or a terations within the fifteen (15) de period prior to the 16th day of Oct ber in any year. Both such partic shall then begin to negotiate in god faith in respect to the matters which is so proposed to change or alte Notwithstanding the above, retroa tivity shall be confined solely to was increases (Clause 15.4.) and not any other benefit and shall be effe tive for all permanent employees staff as at date of ratification.

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

'HE CORPORATION Œ' THE TITY OF SCARBOROUGH

. TRIMMER, Mayor

.W. NIGH, Clerk

₩ SCARBOROUGH MUNICIPAL OFFICE MPLOYEES' UNION, LOCAL 545

Canadian Union of Public Employees

 $. \ ARMSTRONG, President \\$

JAUNDOO, Secretary

SALARY GROUP1

SALARY GROUP2

SALARY GROUP 3

Mail Clerk 2 (driving)

SALARY CROUP4

Tax Clerk/Typist

SALARY GROUP5

Clerk/Typist
File Clerk (Works)
Receptionist (Health)
Resource Clerk
Tour Guide

SALARY GROUP6 Cashier (Oualified)

Clerk 2 (Rec., Parks & Culture)
Clerk/Typist
Data Control Clerk (Health)
Health Promotion Clerk
Information Clerk
Input/Output Clerk
Intake Clerk
Intermediate Mail Clerk
Microfilm Equipment Operator In-Training
Purchasing Clerk
Resource Clerk In-training (Health)
Word Processor/Planning Clerk In-training

BALARY GROUP 7

Accounting Clerk 1 Accounts Payable Clerk l Administration Clerk Bindery Machine Operator :ashier - Intermediate Clerk Typist/Input Operator Clerk Typist/Input Operator Floater Clerk/Stenographer Clinic Clerk Collecting Clerk/Input Operator Contract Clerk Data Input Clerk/Typist Dental Clerk **Duplicating Machine Operator** Lealth Promotion & Nutrition Clerk IF ncident Reporting Clerk nput Clerk/Stenographer nput Clerk/Typist

nspection Input/Output Clerk (Health) nsurance Clerk

[unior Payroll Clerk legal Clerk Typist Operations Clerk

Payment Processing Clerk Permit Clerk/Typist (Recreation, Parks & Culture)

Planning Administration Clerk Planning Clerk

Planning Information Officer In-training Program Clerk

Property Information Clerk In-Training Public Health Preventive Dental Assistant Purchasing Clerk/Input Operator Records Management Input/Clerk Recreation Complex Clerk Resource Clerk (Health) Senior Information Clerk Site Plan Control Clerk Small Offset Press Operator Tax Clerk (Arrears) Tax Clerk (Changes) Tax Clerk (Counter) Tax Clerk (Inquiry) Tax Clerk (Mail) Tax Clerk (Postdates) Tax Clerk (Supplementary) Technical Clerk/Typist A Technical Draftsperson B Telephone Console Operator Text Editing/Receptionist Clerk Traffic Clerk Traffic Fieldperson

SALARY GROUP8

Accounting Clerk 2
Building Information Clerk
Communications Administration Clerk
Elections & Assessment Clerk
Fire Administration Clerk
Floater Operator
Information Services Clerk
Information/Administrative Clerk
Input/Output Stenographer
Nursing Clerk
Output Control Clerk

Planning Technician In-training (Graphics) Planning Technician In-training (Mapping)

Registration Clerk/Floater

Resource Assistant Senior Mail Clerk

Senior Tour Guide

Stenographer 3

Supplies and Equipment Control Clerk Survey Technician In-training (Eng.)

Survey Technician In-training (Legal) Systems Reporting Clerk

rax Clerk (Apportionments)

Tax Clerk (Journals)

Technical Clerk/Typist

Word Processor/Development Clerk

Word Processor/Input Operator

Word Processor/Inquiry Clerk

Word Processor/Planning Clerk

Word Processor/Senior Clerk

Yard Administration Clerk

FALARY GROUP 9 .ccounting Clerk

.ccounting Clerk/Input Operator ccounts Receivable Clerk udget Clerk AD/CAM Technician In-training ontrol Clerk evelopment Clerk/Stenographer ocument Control Clerk In-training rafting Technician In-training ngineer Inspector In-training IS/Mapping Technician In-training Junior Buyer Legal Stenographer License Clerk

Parks Maintenance Management Assistant Parks Program Administration Clerk Permit Application Controller In-training Plan Examiner "C" In-training (Works &

Environment)

Planning Information Officer **Prop**erty Information Clerk **Real** Estate Clerk/Stenographer

Records Management Clerk
Recreation Program Administration Clerk

Senior Mail Clerk (Tax)

Senior Operator

Senior Survey Drafting Technician In-

Training

Stores Inventory Clerk Tax Clerk (Business)

Tax Clerk (Certificates)

Tax Clerk (Credits)

Technical Draftsperson "A"

Telephone Console Supervisor Traffic Investigator In-training

Utility Clerk (Tax)

Utility Clerk - Tax Accounting

Utility Word Processing Clerk "A"
Word Processor/Administrative Clerk

Word Processor/Legal Services Clerk

SALARY GROUP 10

Accounting Clerk

Accounting Clerk/Input Operator

By-law Enforcement Officer - Pub. R Way B

Clerk (Garage) Conveyancer/Title Searcher In-training

Information/Inquiry Clerk II

Intermediate Payroll Clerk

Landscape Architectural Technician Municipal Property Records Draftsperson B

Offset Pressman

Planning Technician B (Graphics)

Planning Technician B (Mapping)

Prosecutions Clerk

Tax Clerk (Accounting)

Tax Clerk (Assessment Appeals)

Tax Clerk (Assessment Control)

Tax Clerk (Courts)

Vital Statistics Clerk

SALARY GROUP 11

Accounts Payable Clerk 2

Animal Care Officer CAD/CAM Technician B

Document Control Clerk (Planning &

Buildings)

Drafting Technician B

Engineering Inspector 2 (Works &

Environment)

Engineering Systems Specialist In-Training

Field Inspector

GIS/Mapping Technician B

Graphics Designer Junior Computer Operator Land Development Assistant Legal Assistant In-training Micro-System Programmer Part-time Payroll Clerk (Recreation, Parks & Culture) Permit Application Controller Plan Examiner C (Works & Environment) Planning Technician A (Graphics) Planning Technician A (Mapping) Revenue Analyst In-training Senior Cashier Senior Clerk (Garage) Senior Pre-planning Technician B (Works) Senior Records Centre Clerk A Senior Survey Drafting Technician B Senior Vital Statistics Clerk Subdivision Development Assistant Survey Technician (Eng.) Survey Technician (Legal) Traffic Investigator

SALARY GROUP 12

Water Quality Technician

By-Law Enforcement Officer - Pub R Way A CAD Architectural Technologist Intraining

Computer Control Clerk Conveyancer/Title Searcher Information/Inquiry Clerk I Municipal Property Records Draftsperson A Property Standards Inspector In-training Senior Accounting Clerk
Senior Arrears Clerk
Senior Permit Application Controller
Street Operations Technologist In-training
Technical Assistant II
Traffic Operations Inspector
Transportation Information Analyst

SALARY GROUP 13

Animal Centre Operations Assistant Building Examiner/Inspector In-training Computer Operator Development Engineering Inspector Distribution Services Supervisor Draftsman Engineering Inspector 1 (Works & Environment) Financial Analyst General Accounting Clerk Intermediate Engineering Systems Specialist Junior Programmer Legal Assistant A Permit Expeditor - Examiner Planner C Records Analyst Senior Clerk - Internal Audit Senior Mail and Services Clerk

Senior Traffic Investigator
Sign Plan Examiner/Inspector In-training
Zoning & Site Development Examiner InTraining

SALARY GROUP 14 Building Official, Grade 1 CAD Architectural Technologist B CAD/CAM Technician A Chief License Inspector Collector/Court Clerk Conveyancer/Law Clerk Development Technologist B Drafting Senior Technician A Drafting Technologist B (Works) GIS/Mapping Technician A Landscape Architectural Technologist B Mapping/CAD Technician Mapping/CAD Technician A Plan Examiner C/Inspector (Works) Printing Supervisor Property Standards Inspector Public Health Inspector Revenue Analyst Senior Buyer Senior Collection Clerk Senior Planning Technician (Mapping) Senior Pre-planning Technician A Senior Survey Drafting Technician A Senior Survey Technician (Eng.) Senior Survey Technician (Legal) Street Operations Technologist B Supervisor of Payroll Technical Assistant Technical Assistant I Waste Water Management Technologist B Water Quality Investigator Workflow and Forms Analyst

SALARY GROUP 15

Building Examiner/Inspector Design Draftsman

Development Technician

HVAC/Plumbing Examiner Inspector Intermediate Programmer

Mechanical Examiner/Inspector

Planner B

Plumbing Examiner/Inspector

Property Information Controller (Buildings)

Real Estate Appraiser/Negotiator B In-

training

Research Development Analyst Sign Plan Examiner/Inspector Supervisor - Levying & Billing

Supervisor - Accounts Payable Supervisor - Tax Accounting Records

Water Quality Inspector

Zoning & Site Development Examiner/Inspector

SALARY GROUP 16

En ineering Planning Technician (Works

& Environment)

Project Technologist (WWM)

Senior Engineering Systems Specialist Senior Mechanical/Examiner Inspector

Senior **Property Stan**dards Inspector Senior Public Health Inspector

Site Development Examiner/Inspector

Street Light/Parking Technician

Supervisor, Municipal Property Records Utilities Design & Construction Co-

ordinator

Zoning Plan Examiner

SALARY GROUP 17 Building Official - Technologist A CAD Architectural Technologist A Construction Technologist Development Technologist A Drafting Technologist A (Works & Environment) Mechanical Regulations Specialist Planner A Plumbing Systems Specialist
Pro ert Standards Specialist/Inspector Rea? Esfate Appraiser/Negotiator B Senior Building Examiner/Inspector Senior HVAC/Plumbing Examiner Inspector Senior Programmer Senior Works Engineering Inspector Senior Zoning & Site Development Examiner/Inspector Street Operations Technologist A Supervisor Public Health Inspection Supervisor - Traffic Investigations (Trans) 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

CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545 1991 ANNUAL SALARY EFFECTIVE JANUARY 1, 1991

Group	Point Value	Step 1	6 Months Step 2	18 Months Step 3	30 Months Step 4	42 Months Step 5	54 Months Step 6
1 2 3 4 5 6 7 8 9 0 1 1 2 3 4 5 6 7 8 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	160 165-170 175-180 185-190 195-200 205-210 215-220 235-240 245-255 245-270 275-285 290-300 335-345 320-330 335-345 350-375 380-390	\$18,885,26 20,552,63 21,311,83 23,1918,41 24,615,52 24,918,41 26,252,860 28,157,92 29,294,31 31,115,14 33,024,36 34,936,42 40,417,936 42,417,936 42,417,936 42,417,936 42,417,936 42,417,936 42,417,936 44,417,936 44,417,936 44,417,936 44,417,936 44,417,936 44,417,936 44,417,936 44,417,936 46,155,89	\$19,377.04 21,042.85 21,803.35 23,686.21 25,107.56 25,408.11 26,964.31 28,893.12 30,031.92 31,883.47 33,797.91 35,709.73 37,621.81 39,535.20 41,447.29 43,359.37 45,274.85 47,187.20	\$20,303 74 22,017,54 22,839,62 24,787,70 26,288,88 26,652,83 28,303,50 30,041,31 30,331,94 31,547,46 35,575,89 37,588,94 37,588,94 41,615,30 43,630,96 47,656,80 49,671,16	\$23,875,88 25,891,28 27,470,99 27,900,68 29,61,414,13 31,790,59 33,125,060 37,354,66 39,466,33 41,581,13 43,695,92 45,811,7 47,47,47,47,47,47,47,47,47,47,47,47,47,4	\$29.146.71 30.924.43 32.810.95 33.302.47 34.702.16 36.917.92 39.131.86 41.347.63 43.562.35 45.778.37 47.992.57 50.209.38 52.421.23 54.637.78	\$34.812.52 36.281.09 38.595.47 40.909.85 43.226.32 45.543.31 47.860.30 50.174.16 52.4807.62 57,122.26
		(1st Yr.)	(2nd Yr)	(3rd Yr)			

CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545 1991 BI-WEEKLY SALARY EFFECTIVE JANUARY 1, 1991

	Grou	Point p Value	Step 1	6 Months Step 2	18 Months Step 3	30 Months Step 4	42 Months Step 5	54 Months Step 6
!	12345678901123456789 11123456789	160 165-170 175-180 185-190 195-200 205-210 215-220 225-230 225-230 225-240 245-255 260-270 275-285 290-300 305-315 320-330 335-345 350-360 365-375 380-390	\$723 87 78778 816 88 816 88 889 51 1 955 12 1,0070 50 1,079 29 1,192 86 1,192 88 1,265 88 1,265 88 1,769 15 (1st Yr.)	\$742.72 806.57 835.72 907.89 962.37 973.89 1,034.67 1,107.47 1,151.12 1,222.09 1,295.47 1,368.75 1,442.04 1,515.38 1,588.67 1,661.96 1,735.38 1,808.68	\$778.24 843.93 875.44 950.11 1,007.65 1,021.60 1,084.87 1,151.48 1,162.62 1,209.21 1,286.43 1,363.62 1,440.78 1,595.11 1,672.37 1,749.57 1,826.68 1,903.89 (3rd Yr.)	\$915.16 992.41 1,052.96 1,069.43 1,135.09 1,204.10 1,218.53 1,269.68 1,350.73 1,431.80 1,512.74 1,593.80 1,674.86 1,755.94 1,836.94 1,918.00 1,999.04	\$1,117.19 1,185.33 1,257.64 1,276.48 1,330.13 1,415.06 1,499.92 1,584.85 1,689.74 1,754.68 1,839.55 1,924.55 2,009.30 2,094.26	1,334.36 1,390.65 1,490.65 1,568.07 1,656.86 1,746.67 1,834.48 1,923.17 2,011.95 2,100.77 2,189.49

1991 OVERTIME PAY EFFECTIVE JANUARY 1, 1991

Group	Point Value	Step 1	6 Months Step 2	18 Months Step 3	30 Months Step 4	42 Months Step 5	54 Months Step 6
1 23 4 5 6 7 8 9 10 1 12 133 14 15 6 17 18 9 19	160 165-170 175-180 185-190 195-200 205-210 215-220 225-230 245-255 260-270 275-285 290-300 305-315 320-330 335-345 350-360 365-375 380-390	\$15 512 16 881 17 505 19 0517 20 2467 21 567 22 938 23 127 24 060 25 552 28 695 30 056 31 626 33 197 34 767 36 340 37	\$15.915 17.284 17.907 19.455 20.622 20.868 22.172 23.543 23.732 24.666 26.187 27.760 29.330 30.900 32.472 34.043 35.613 37.187 38.757	\$16.677 18.084 18.759 20.360 21.593 21.891 23.247 24.674 24.912 25.911 27.566 29.220 30.873 32.529 34.183 37.490 39.143 40.798	\$19,610 21,266 22,566 22,916 24,323 25,802 26,111 27,207 28,944 30,681 32,415 34,152 35,888 37,628 39,363 41,100 42,837	\$23,939 25,400 26,949 27,353 30,323 32,141 33,960 35,780 37,599 39,419 41,240 43,056 44,877	\$28 593 29 799 31 700 33 602 35 504 37 407 39 309 41 210 43 113 45 017 46 918
		(1st Yr)	(2nd Yr)	(3rd Yr.)			

(3rd. Yr.)

	CII	CITY OF SCARBOROUGH SALARY SCHEDULE LOCAL 545 1992 ANNUAL SALARY EFFECTIVEJANUARY 1, 1992								
Group	Point Value	Step 1	6 Months Step 2	18 Months Step 3	30 Months Step 4	42 Months Step 5	54 S			
1	160	\$19,754,04	\$20,268,52	\$21,237,73						
خ خ	165-170		22,010,76	23,030,33						
2 3	175-180		22,806,22	23,890,23	\$24,974,24					
ă	185-190		24,775,70	25.928.07	27,082.20					
5	195-200		26,262.53	27,498,12	28,734.76					
Ğ	205-210		26,576.91	27,878.77	29,184.01	\$30,487,43				
¥	045 000		20 225 41	20 605 25	20 075 92	32 347 08				

Point 6 Months 18 Months 30 Months 42 Mo Group Value Step 1 Step 2 Step 3 Step 4 Step	
1 160 \$19,754.04 \$20,268.52 \$21,237.73	87.43

(2nd. Yr.)

78

(1st. Yr.)

1992 81-WEEKLY SALARY EFFECTIVE JANUARY 1, 1992

Group	Point Value	Step 1	6 Months Step 2	18 Months Step 3	30 Months Step 4	42 Months Step 5	54 Months Step 6
1 234567890111231145167189	160 165-170 175-180 185-190 195-200 205-210 215-220 235-240 245-255 260-270 275-285 290-300 305-315 320-330 335-345 350-360 365-375 380-390	\$757.17 824.02 854.46 929.94 986.91 999.06 1.052.76 1.119.74 1.128.94 1.174.50 1.247.50 1.324.05 1.407.71 1.467.11 1.620.45 1.620.45 1.697.10	\$776.89 843.67 874.16 949.65 1.006.64 1.018.69 1.082.26 1.149.24 1.158.41 1.204.07 1.278.31 1.355.06 1.431.71 1.508.37 1.585.09 1.661.75 1.738.41 1.815.21	1,507 06 1,587 85 1,668 49 1,749 30 1,830 05 1,910 71 1,991 47	\$957.26 1038.06 1.101.40 1.118.62 1,187.30 1,259.49 1,274.58 1,328.09 1,412.86 1,497.66 1,582.33 1,667.11 1,751.90 1,836.73 1,921.44 2,006.23 2,091.00	\$1.168.58 1,239.86 1,315.49 1,335.20 1,391.32 1,480.15 1,568.92 1,657.75 1,746.55 1,835.40 1,924.17 2,013.05 2,101.73 2,190.60	\$1;395 74 1,454 62 1,544 62 1,544 62 1,544 62 1,733 08 1,825 97 1,918 87 2,011 64 2,104 50 2,197 41 2,290 21
		(1st Yr.)	(2nd Yr.)	(3rd Yr.)			

CITY OF SCARBOROUGH SALARY SCHEDULE -- LOCAL 545 1992 OVERTIME PAY EFFECTIVE JANUARY 1, 1992

	Point	. .	6 Months	18 Months	30 Months	42 Months	54 Months
<u>Group</u>	_Value	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	1.60	\$16,225	#16 6 A O	\$17,444			
1	160		\$16.648				
2	165-170	17.658	18.079	18.916	***		
3	175-180	18.310	18.732	19.622	\$20.513		
4	185-190	19.927	20.350	21.296	22.244	**	**
	195-200	21.148	21.571	22,586	23.601		
5 6 7	205-210	21,408	21.829	22.898	23.970	\$25.041	**
ž	215-220	22.559	23.191	24.317	25.442	26.568	
8	225-230	23.994	24.627	25.810	26.989	28.189	***
ŷ 9	235-240	24.192	24.823	26.059	27.312	28,611	\$29,909
						29.814	31.170
10	245-255	25.168	25.802	27.104	28.459		
11	260-270	26:732	27.392	28.835	30.276	31.718	33.159
12	275-285	28.373	29.037	30.56 5	32.093	33.620	35.147
13	290-300	30.015	30.680	32.294	33.907	35.523	37.137
14	305-315	31,438	32.322	34.025	35.724	37,426	39 128
15	320-330	33.081	33.966	35.753	37.541	39.330	41119
16	335-345	34.724	35.609	37.485	39.359	41.232	43,107
17		36.366	37,252	39.215	41.174	43.137	45 096
	350-360						47.087
18	365-375	38.012	38.897	40.944	42.991	45.037	
19	380-390	39.654	40.540	42.674	44:807	46.941	49.076
		(1st Yr.)	(2nd Yr.)	(3rd Yr)			

APPENDIX B 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 and

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 embloyees must pay normal pension

contributions, and for Dependents Life I surance, if applicable or elect in writing r to continue to participate.

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

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

There is no sick leave accumulation or pare holidays during the pregnancy or pare tal/adoption leaves.

Salary Top-up:

The Corporation will provide to an emple ee who is in receipt of U.I.C. materns benefits an additional amount to ensuthat the employee receives a total seventy-five (75) percent of regular salas. This provision extends only to the pergranted for U.I.C. maternity purposes.

Mr. R. Armstrong ?resident Local 545, C.U.P.E.

Dear Sir:

Re: Letter of Intent

tis agreed that during an employee's ninth, seventeenth and twenty-third (twenty-second effective July 1, 1991) calendar year of service the vacation entitlement can be aken at any time during that year, provided that if the employee terminates prior o 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 Commissioner, Corporate Services.

Sincerely,

J.G. Campbell Commissioner, Corporate Services

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

Dear Sir:

The Corporation agrees to amend the Employee Handbook as required.

Sincerely,

J.G. Campbell, Commissioner, Corporate Services

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

Dear Sir:

Re: Letter of Understanding --Works Engineering Inspectors

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

Sincerely,

J.G. Campbell, Commissioner, Corporate Services June 24, 1991.

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

Dear Sir:

Re: Letter of Understanding

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

Sincerely,

J.G. Campbell, Commissioner, Corporate Services. June 24, 1991 June 24, 1991

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

Dear Sir:

Re: Letter of Understanding --Technological Change

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

Sincerely,

J.G. Campbell, Commissioner, Corporate Services.

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

Dear Sir:

Re: Letter of Understanding

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, Commissioner, Corporate Services

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

Dear Sir:

Re: Letter of Understanding

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

Sincerely,

J.G. Campbell, Commissioner, Corporate Services June 24, 1991.

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

Dear Sir

Re: Letter of Understanding --

Summer Student Program

During the process of negotiations, the Corporation agreed to outline the terms and conditions of employment for summer students employed between the period May 1 to September 30, 1991.

The parties agree to the following terms a reference:

- Summer student will be defined as a person who attended secondary school college or university on a full-time basi during the previous school year and who will continue to attend during the fol lowing school year.
- 2) The qualifications, duties and responsi bilities will be less than required for permanent job classification covered un der the existing Appendix "A".

3) The Student will be eligible to participate in the following benefits: Overtime Pay in accordance with the a)

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 baŝis:

(£ Paid Holidays in accordance with the existing provision for temporary emplovees.

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 1991, effective May 1, will be as follows: Student Clerical Work -- \$8.93/ hour Student Technical Work-- \$10.19/ hour.

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

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

Sincerely,

J.G. Campbell, Commissioner, Corporate Services

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

Dear Sir:

Re: Letter of Understanding - Meal Allowance

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

Sincerely,

J. G. Campbell Commissioner, Corporate Services

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

Dear Sir:

Procedures to be Adopted when a Re: Grievance is Presented to the Administrative Committee 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.
 The Chairman will dismiss the Union.
- 1.

Sincerely,

J.G. Campbell Commissioner, Corporate Services

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

Dear Mr. Armstrong:

Re: Letter of Intent - Hours of Work

The Corporation agrees to establish a joir sub-committee to discuss the subject of var able hours of work with the input and patticipation of every department. The Committee will include in their discussions the specific issue in Planning and Buildings Pepartment with respect to the need for alternate work hours arrangements.

The Committee will comprise 3 members of the Local 545 Executive and appropriat Management representatives and make recommendations with a view to early implementation.

Sincerely,

J. G. Campbell' Commissioner, Corporate Services