

THIS AGREEMENT made this 16th day of JUNE, 1991.

B E T W E E N:

THE CORPORATION OF THE CITY OF NORTH YORK

SOURCE	City
EFF.	91 01 01
TERM.	92 12 31
No. OF EMPLOYEES	800
NOMBRE D'EMPLOYES	li

Hereinafter called the "Employer"

OF THE FIRST PART

- and -

THE NORTH YORK CIVIC EMPLOYEES' UNION,
LOCAL 94, CANADIAN UNION OF PUBLIC EMPLOYEES
(Outside Workers)

Hereinafter called the "Union"

OF THE SECOND PART

1. WHEREAS in the interest of the efficient conduct and administration of the Employer's works and affairs, it is desirable and necessary that there shall be harmonious relations between the Employer and its Employees, fair and reasonable remuneration for services rendered, having regard to the responsibilities attached to the position held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotion within the service;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

2. For the purposes of this Agreement -
 - 2.1 "Employer" shall mean the Corporation of the City of North York.
 - 2.2 "Employee" shall mean all workers employed on the permanent staff for outside work, but shall not include foremen or those above the rank of foremen. All Employees shall be deemed probationary for a period of three (3) months after employment. 871090
 - 2.3 Unit refers to the persons defined herein as Employees.
 - 2.4 "Pension Plan" shall mean the Municipality of Metropolitan Toronto Pension Plan to which the Employer subscribes, and for those Employees hired on or after the 1st day of July, 1968, The Ontario Municipal Employees Retirement System Plan for those Employees covered by such System and the Canada Pension Plan.
3. NOW, THEREFORE, TO EFFECTUATE THE FOREGOING, THE EMPLOYER AND THE UNION HEREBY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:
 - 4.1 All the rights; benefits and privileges which the Employees now enjoy, receive or possess in respect to any or all of the following matters, namely, salary or wages, hours of employment, statutory holidays, vacation period, cumulative sick leave, overtime pay, leave of absence, shall continue to be enjoyed and possessed by the Employees. The Employees agree to give value for value received and at all times to perform their duties in an efficient and workmanlike manner and to ensure that such work as they may be required to perform from time to time, when completed, is left in a tidy condition. The Employees further agree that they will at all times treat the general public courteously and respectfully.

4.2 The Employees acknowledge that it is the exclusive function of the Employer, except as it may be affected by this Agreement and in accordance with the terms of this Agreement, to:

1. Maintain order, discipline and efficiency.
2. Hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any Employee (provided that a claim of discriminatory promotion, demotion or transfer or a claim that an Employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided).
3. Generally to manage its operation and undertakings and without restricting the generality of the foregoing to select, install and require operation of any equipment, plant and machinery which in its uncontrolled discretion it deems necessary for the efficient and economical carrying out of its operations and undertakings.

5. It is agreed between the Parties hereto that the Union is the sole bargaining agent for the Employees with respect to rates of pay, hours of work and other working conditions of such Employees.

6. **SALARY AND WAGES**

6.1 Salary and Wages shall mean amounts agreed upon according to wage schedule as hereinafter set forth as Schedule "A" covering the years 1991 and 1992.

6.2 *SOA-1* Such wage schedule shall where applicable be retroactive to January 1st, 1991 to all Employees on staff at the date of the signing of the Memorandum of Settlement, plus all Employees who retired between January 1st, 1991 and the date of the signing of the Memorandum of Settlement, or to the estate of Employees who died on or subsequent to January 1st, 1991.

6.3 Where new positions, within the bargaining unit are created or current positions reclassified, the Corporation will advise the Union, in advance of the nature of the position and the proposed wage rate. In the event that the Union shall disagree with the said rate then the same shall be negotiated in face to face meetings between the Corporation and the Union. If an agreement is not reached, the Union may seek to oblige the Corporation to negotiate in good faith by referring the matter to Arbitration. *16-2*

7. **HOURS OF WORK** *344000*

7.1 The work week for all Employees shall consist of forty (40) hours worked in five (5) eight (8) hour consecutive shifts.

7.2 The normal work week for all Employees shall be from Monday to Friday inclusive, and the daily hours of work shall be from 7:30 o'clock in the forenoon to 4:00 o'clock in the afternoon or 7:00 o'clock in the forenoon to 3:30 o'clock in the afternoon (where applicable). It is understood and agreed that the lunch period shall be from 12:00 o'clock noon to 12:30 o'clock p.m. but that the Employer may vary the time of such lunch period provided that no Employee shall be required to take his lunch period before 11:30 o'clock a.m. or after 1:00 o'clock p.m. The schedule of hours for those on shift work shall be determined by the Department Head concerned having regard to the nature of the work and Article 7.1 above.

7.3 Employees working day work shall be entitled to work breaks of ten (10) minutes in the forenoon and fifteen (15) minutes in the afternoon. Employees working on other than day work shall be entitled to a work break of fifteen (15) minutes in any four (4) hour working period.

7.4

Employees who have been allocated standby duty for a week, shall receive in addition to their regular pay the sum listed below, along with their overtime pay, for all calls made other than during the hours of a normal working week. All employees called out for standby overtime after their normal working week shall also receive shift differential pay as outlined below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount. The employees on standby shall work all holidays during the term of night work and receive time off, with such time off to be taken at a time mutually agreeable to the Employee and the Department Head.

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1. Effective July 1st, 1991 the sum of \$55.00 per week for standby shall increase to \$68.00.

2. Effective July 1st, 1991 the present 54c per hour for shift differential shall increase to 60c per hour.

Effective July 1st, 1992 the sum of 60c per hour for shift differential shall increase to 62c per hour.

* This premium applies to afternoons and evenings during the week and to days only for Saturday and Sunday emergency call outs.

3. Effective July 1st, 1991 the present 94c per hour shall increase to \$1.02 per hour.

Effective July 1st, 1992 the sum of \$1.02 per hour shall increase to \$1.06 per hour.

* This premium applies to Saturday and Sunday afternoon and night shift emergency call outs only.

7.5

Employees who are required to work an afternoon or night shift shall be paid a differential as outlined below for such shift work. For employees on permanent shifts employed on night garbage collection and in the City Garage and Employees who are required to work four (4) weeks on shift prior to their vacation period, the shift premium shall be maintained for the calculation of vacation entitlement. Effective July 1st, 1991 the provision "for no pyramiding of overtime with shift premiums" shall be eliminated. Shift workers who work overtime during an afternoon or evening shift shall be paid the differential listed below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount.

44,45 7101-9106-100054 eff 9107-100010, eff 9207-100062

Effective July 1st, 1991 the present 54c per hour for shift differential shall increase to 60c per hour.

Effective July 1st, 1992 the sum of 60c per hour for shift differential shall increase to 62c per hour.

7.6

Employees who are performing Standby Duty shall be provided with a beeper on a rotational basis. This shall become effective thirty (30) days after the signing of a Memorandum of Settlement.

7.7

Caretakers in Community Centres or in Community Centres attached to Arenas, who are required to temporarily change their normal shift, shall be given forty-eight (48) hours notice of said shift change, save and except, where emergencies occur.

7.8

Employees on Standby Duty shall be given priority with respect to emergency overtime in their respective Departments.

8.

OVERTIME AND WEEK-END PREMIUM

8.1

Overtime work shall mean any and all hours worked in excess of eight (8) hours in one day and the same shall be paid at the rate of time and one-half with the privilege in favour of the employee should he/she prefer taking time off equivalent to time worked rather than receive overtime pay; provided, however, that statutory holidays when worked shall be computed at the rate of double time and, provided further, that this shall not apply to any other permanent schedule agreed to by the Personnel Committee. Double time, for the purpose of this section, shall mean that an Employee shall receive his/her regular holiday pay plus double time for actual hours worked.

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8.2 When an Employee is called out for work after completing a regular working day, or on Saturday or Sunday, such Employee shall receive either a minimum call-back pay of two hours at his/her normal rate of pay or time and one-half for hours worked, whichever is greater.

8.2.1 Overtime at the rate of time and one-half of the Employee's applicable rate of pay shall be paid for all work performed in the sixth and the seventh consecutive shifts.

8.3 When an Employee is required to work on a Saturday or Sunday, a weekend premium will be applied to all regularly scheduled day work as outlined below. Effective July 1st, 1991 the words "for which no other premium or bonus is paid" shall be eliminated. Shift workers who work overtime on a Saturday or Sunday shift shall be paid the differential listed below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount. 9101-9106 - 100054
4243 9107-9206 - 100060

Effective July 1st, 1991 the present 54c per hour for shift differential shall increase to 60c per hour. 9207-9912 - 100062

Effective July 1st, 1992 the sum of 60c per hour for shift differential shall increase to 62c per hour.

8.4 Each Employee of the City coming within the Local 94 Unit who, as part of a regularly scheduled work week works on the afternoon and/or night shifts ending on a Saturday and/or Sunday shall be paid a weekend shift bonus as outlined below for all regular hours worked on such scheduled shifts. Effective July 1st, 1991 the words "the weekend shift bonus premiums shall not be pyramided with overtime or any other form of premium pay" shall be eliminated. Shift workers who work overtime during weekend afternoon or night shifts shall be paid the differential listed below in addition to their overtime pay. The shift differential shall be calculated as a distinct separate amount.

Effective July 1st, 1991 the present 94c per hour for shift differential shall increase to \$1.02 per hour.

Effective July 1st, 1992 the sum of \$1.02 per hour for shift differential shall increase to \$1.06 per hour.

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8.5 Permanent Employees shall be offered overtime prior to overtime being granted to Casual Employees having regards to Sections, Yards, Districts and Departments. The respective Department shall establish monthly posting lists of employees who are interested in working overtime. Employees shall be offered overtime in order of seniority on a rotating basis.

9. STATUTORY HOLIDAYS

9.1 Statutory Holidays shall mean:

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

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and any other day proclaimed a holiday by local proclamation, and payment of wages for such statutory holidays shall be made to those eligible. It is understood that if any of the above Statutory Holidays falls on a Saturday or on a Sunday during any year the Parties shall determine prior to the 31st day of January in each year, whether the holiday shall be observed on the preceding or following working day. Where an Employee at an arena, community centre or similar facility is scheduled to work on a holiday when it falls on a Saturday or Sunday, the date of the holiday on the calendar will be the holiday for these Employees.

9.2 In addition to the days referred to in Article 9.1 each permanent Employee who has completed the probationary period shall, in the calendar year such Employee completed the probationary period, and each year thereafter, be entitled to receive one additional holiday, with pay, to be taken at a time mutually agreed upon between the Employee and the Department Head.

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9.3 Employees absent the day previous to or following a holiday as set out above shall forfeit, in addition to the lost time, the pay for the holiday itself excepting where previous arrangements have been made with the Department Head or upon production of a doctor's certificate.

9.4 Employees who are absent on account of illness or accident or an injury adjudged a Workers' Compensation case and who have exhausted their sick credits shall not be paid for statutory holidays.

9.5 Employees who are off on account of an accident or injury covered by Workers' Compensation in excess of three months shall be governed by Article 13.

10. VACATION PERIOD

10.1 Employees entering the service of the Employer shall, following the completion of a six months permanent service which shall include the probationary period, be entitled to a vacation period with pay, calculated on an accrued basis at the rate of one working day per month for each completed month of employment including the probationary period, subsequent to September 1st, and prior to July 1st, in the following year. Thereafter, the Employee shall be entitled to two weeks annual vacation with pay. *01 02*

10.2 Following the completion of two years of continuous service, each Employee shall be entitled to three weeks vacation annually with pay to be arranged to the satisfaction of the Department Head, provided that such vacation time has accrued to the Employee at the time of the taking of said three weeks vacation. It is understood that an Employee entitled to a vacation of three weeks or more shall be entitled to receive such vacation in an unbroken period provided that subject to Departmental operations three weeks only may be taken during the months of July and August, unless otherwise mutually agreed upon between the Employee and the Department Head. In 1984 the provision allowing for three weeks to be taken during July and August shall be on a where possible basis. *02 03*

10.3 Following the completion of the number of years of continuous service set forth in Column 1 hereunder, each Employee shall be entitled to vacation annually with pay as set out in Column 2 hereunder, to be arranged to the satisfaction of the Department Head.

<u>Column 1</u>	<u>Column 2</u>
9 years	4 weeks
17 years	5 weeks
23 years	6 weeks

<u>Effective July 1, 1991</u>		<u>Effective July 1st, 1992</u>	
<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
9 years	4 weeks	9 years	4 weeks
17 years	5 weeks	17 years	5 weeks
22 years	6 weeks	22 years	6 weeks
		30 years	1 extra week at 30 years only <i>Special</i> on a one time basis <i>30 05(24)</i>

10.4 When a statutory holiday occurs during a vacation period, such vacation day shall be made up to the Employee at a time to be mutually agreed upon between the Employee and the Department Head. Employees terminating their service after September 1st in any year will be paid vacation time on the above basis.

10.5 An Employee who retires on pension from the City shall receive the vacation entitlement he/she would have been entitled to in the year in which he/she retired.

10.6 Subject to Departmental operational requirements, employees shall be permitted to exercise their seniority for preference in vacation selection.

11. CASUAL HELP

11.1 Casual help shall mean any Employee not on the permanent staff, and all casual help shall pay unemployment insurance and shall in lieu of holidays, receive "Vacation Pay" as described in the "The Employment Standards Act".

- 11.2 Casual Employees shall not be employed for more than six months in any twelve month period except for casual Employees on artificial ice rinks who shall not be employed for more than seven months in any twelve month period. It is the responsibility of the Employer to review all such cases prior to the termination of the said periods and either appoint the Employee to the permanent staff or separate him/her from employment on or before the termination of the said periods. Casual Employees shall consent to union dues being deducted from their pay cheques and within 30 days of their commencement date shall become union members. Further, such casual Employees shall, after 90 days, be increased to the rate paid permanent Labourers. Casual Employees covered by the Agreement shall receive over-time rates as set out in Article 8.
- 11.3 It is understood that casual Employees referred to in this Section shall receive only the benefits referred to in this Article.
- 11.4 When an Employee is appointed to the permanent service without a break in service, such Employee shall, for the purposes of seniority, vacation and sick pay benefits, have his/her seniority made retroactive to the date of commencement of employment, provided such seniority shall not exceed six months prior to the date of permanent employment, save and except that it not exceed seven months in the case of casual Employees employed in the Arena program.
- 11.5 Students employed to perform general Labouring duties shall be paid the rate as set out on Schedule "A". Such students shall not be employed for more than 5 months in any 12 month period.
- 11.6 The Corporation agrees to provide the Union with a list of casual Employees in the first week of each month. Said list shall contain the starting date of each Employee and the Department each Employee is working in.
- 11.7 In the event a casual Employee has completed his/her term and is terminated, then rehired within one month of said termination, the Employees seniority, sick pay credits, and vacation shall be retroactive to the date first hired as a casual Employee.
12. **CUMULATIVE SICK PAY CREDIT** 73 - 18997
- 12.1 Each Employee shall receive a gross credit of one and one-half (1 1/2) days for each "unbroken" month of service with the Employer, such credit to be cumulative.
- 12.2 Sick Pay Credit shall be cumulative as from the beginning of the first complete calendar month after the commencement of duties and such credits can be used, if available, after one month of service including the probationary period.
- 12.3 A month of "unbroken" service shall be one where the Employee is employed, in full or in part, on all of the working days in the month, provided that, subject to Article 12.5, unemployment due to weather conditions, lack of work, loss of time due to accidents occurring while on duty, authorized leave of absence to attend
1. conventions or seminars as referred to Article 36 hereof, and,
 2. meetings or hearings with the Employer, dealing with negotiations, conciliation, arbitration and grievances, or illness shall not be considered as breaking a month's service.
- 12.4 Where an Employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he/she was so absent.
- 12.5 Statutory and special holidays and regular "days off" shall not form part of the illness period.
- 12.6 An Employee shall not be entitled to sick pay in advance of any credit he/she may earn in the current month, such credit becomes available only on and after the first day of the following month.
- 12.7 Whenever in any month an Employee's days of illness exceed his/her Cumulative Sick Pay Credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be regarded as days of illness without pay.

12.8 When an Employee is granted leave of absence without pay for any reason, other than as set forth in Article 12.3, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., he shall not receive credit for the period of such absence but shall retain his cumulative credit, if any existing, at the time of such leave.

12.9 The number of days or parts of days for which an Employee received "sick pay" shall be deducted from his/her Cumulative Sick Pay Credit.

12.9.1 An Employee absent for more than three working days shall furnish a doctor's certificate covering the nature and duration of his/her illness, and, in addition thereto, shall be required at expiration of each thirty (30) days period following the three (3) days period to submit a like certificate covering the nature and duration of such illness.

12.9.2 The Employer reserves the right in any case of absence on account of illness to request the Department Head, a medical practitioner, a registered nurse or the Commissioner of Human Resources to attend at the residence of the Employee and confirm such illness or request the Employee concerned to furnish a medical certificate to confirm such illness.

12.9.3 If a doctor's certificate is not submitted within seven working days of when required as set out in 12.9.1 and 12.9.2 a deduction will be made to recover from the Employee such monies paid for the period of such absence on account of illness.

12.10 Any or all of the unused portion of Sick Pay Credit shall be accumulated to the benefit of the Employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days.

12.11 Upon termination of employment with the Corporation, there shall be paid to:

1. an Employee who retires or is retired on pension;
2. an Employee who resigns;
3. one or more dependents who have been designated in writing by the Employee to the Corporation, or failing the designation of any dependent by the Employee, the estate of the Employee;

the whole or part of such an amount as is equal to one-half of the cumulative sick pay credit of the Employee, but in no case shall such amount exceed the aggregate amount of his/her salary or other remuneration for the period set forth in Column 2 of the schedule contained in Article 12.12, corresponding to the service requirements set forth in Column 1 thereof.

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12.12 The following is the schedule hereinbefore mentioned:

<u>Column 1</u>	<u>Column 2</u>
At least 10 years but less than 15 years	3 calendar months
At least 15 years but less than 20 years	4 calendar months
At least 20 years but less than 25 years	5 calendar months
At least 25 years	6 calendar months

provided that any Employee as of December 31st, 1958 shall be entitled to have set aside such credit in days (hereinafter referred to as reserve days) as he/she would have received if he/she had terminated his employment on that date (December 31st, 1958), provided that such reserve days may be used for sick pay purposes if required and provided further that any amount an Employee is entitled to receive on separation shall be the aggregate amount of sick pay credit which has been accumulated since January 1st, 1959, and credit for reserve days (if any); and provided further that in any event, no Employee shall be entitled to receive a grant in excess of six months pay at the time of separation. It is understood between the Parties hereto that in the calculation of the aggregate amount to be paid to an Employee on separation as aforesaid, the number of days to the credit of the Employee as of December 31st, 1958, other than reserve days, shall not be used.

12.13 Employees separated for failure to report for work or discharged for cause are eligible for payment on account of sick pay credits as set out above, provided, however, that if any Employee, at the time of separation, is indebted to the Corporation in any way whatsoever for any financial loss or liability, the Employee shall not be eligible or entitled to any payment referred to above until such time as the Council of the Corporation has authorized a payment to be made, and in an amount as determined by Council. The decision of Council shall be binding and final.

13. WORKERS' COMPENSATION

13.1 Employees off duty as a result of an accident or occupational illness incurred in the performance of their duties which has been adjudged a Workers' Compensation case shall be entitled to all benefits to the extent provided by the Workers' Compensation Act, which includes hospital and medical care. It is understood that an Employee will receive wages or salary in addition to the compensation up to the amount of his/her regular pay, so long as he/she has any unused accumulated sick pay credits; provided that there shall be no further deduction from such sick pay credits on the balance if any thereof for the time off duty in excess of three (3) months from the commencement date of such accident or occupational illness; provided further that an Employee shall have the right, which he/she must exercise in writing to the Commissioner of Human Resources at the time of the claim being made to the Workers' Compensation Board, to request that no money be paid to him/her in addition to the compensation so that no portion of his/her accumulated Sick Pay Credits is used.



14. HOSPITAL, SURGICAL AND MEDICAL BENEFITS

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14.1 All eligible Employees shall subscribe to the Ontario Health Insurance Plan and all Employees may, if they so desire, subscribe to the Supplementary and Extended Health Plan presently being provided by Confederation Life or equivalent plans as approved by Council. Effective January 1st, 1990, the \$100.00 eyeglass benefit will increase to \$125.00 once per two year period. Effective July 1st, 1991 eyeglass coverage will increase to \$165.00 per two (2) year period. The Employer agrees to pay 100% of the premiums for such plans.

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14.1.1 For clarification purposes the following wording submitted by the Carrier dealing with drugs, medicine, sera and vaccine, including insulin, sets out those drugs, medicine, etc. which are covered, viz:

1. those legally requiring a prescription, or
2. are normally available only by prescription even though a prescription is not required by law when prescribed by a physician or dentist, and dispensed by a pharmacist, physician or dentist.

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14.2 The Employer and the Union agree to share on a 50/50 basis the cost of premiums for hospital, surgical and medical benefits for former Employees who have retired on pension prior to April 30, 1984. Effective April 30, 1984 the cost of these benefits will be paid 25% by the Corporation and 75% by the Union. Effective July 1st, 1989 the cost of these benefits will be paid 75% by the Employer and 25% by the Union.

15. PENSION PLAN

15.1 As a condition of employment, all Employees commencing to work after January 1st, 1957, must be eligible for and participate in the Pension Plan and submit to the Commissioner of Human Resources within a period of five (5) months from the commencement date of employment, a proof of age document satisfactory to the Pension Committee. It is understood that, effective January 1, 1966, the Canada Pension Plan shall be integrated with the Pension Plan.

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15.2 Normal retirement shall be as of the 1st day of the month following reaching the age of 65 years. Extensions of service beyond the age of 65 may be granted at the request of the Employee and subject to the approval by the Employer, and in the event of a dispute, non-approval of the request may be grieved.

16 GROUP LIFE INSURANCE

16.1 All Employees who have entered the service of the Employer on and after the fifteenth day of April, 1954, shall be required as a condition of employment to submit an application for participation in the group life insurance plan in effect at the time of commencement of employment. Upon such application being approved by the insurance company, the Employer agrees to contribute fifty percent (50%) of the total premium paid for each Employee, and the Employee shall consent to his/her share of the premium for such insurance being deducted from his pay cheques.

16.2 The Employer and the Union agree to share on a 50-50 basis the cost of premiums for Group Life Insurance for former Employees who have retired on pension prior to April 30, 1984. Effective April 30, 1984, the cost of \$10,000 Group Life Insurance coverage will be paid 25% by the Employer and 75% by the Union. Effective July 1st, 1989 the cost of the \$10,000 Life Insurance Policy for Retirees is to be shared on a 50/50 basis between the Employer and the Union.

17. LONG TERM DISABILITY PLAN

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17.1 The City agrees to pay 100% of a Long Term Disability Plan, the main points being:

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(a) (i) benefit of 75% of basic salary to a maximum of \$2,500.00 per month for disability claims arising on and after January 1st, 1981;

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(ii) benefit of 75% of basic salary to a maximum of \$3,500.00 per month for disability claims arising on and after January 1st, 1988.

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(iii) benefit of 75% of basic salary to a maximum of \$4,000.00 per month for disability claims arising on or after July 1st, 1991.

(b) disability to be defined as the Employee being unable to perform the work of any occupation from the onset of disability;

(c) an elimination period of 6 months after disability commences but not while the Employee elects to continue receiving sick leave pay;

(d) duration of benefits to age 65 or prior recovery from disability as defined in (b);

(e) the City to determine the carrier.

17.2 When an Employee is off duty on account of illness or non-compensable injury and not in receipt of salary and wages from the Employer the Employee will be considered to be on "no-pay status". Any benefit contained in this Agreement shall be contingent upon an Employee being in actual receipt of salary or wages provided that when an Employee is considered to be on "no-pay status" the Employee will continue to have the City's share of the applicable benefits maintained for eight consecutive weekly pays provided that the Employee shall continue to pay his/her share of the normally shared benefits.

17.3 Following the aforementioned eight consecutive weekly pays the Employer will continue to remit its portion of premiums where applicable for Employees on "no-pay status" for a further six consecutive weekly pays with respect to O.H.I.P., Semi-Private Hospitalization and Comprehensive Medical Insurance only.

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17.4 Following the above 14 week period, the City will maintain the Employee covered by all applicable benefits, provided that either the Employee or the Union pay and maintain payment of the full cost of the premiums for all such applicable benefits.

- 17.5 Following acceptance and placement on L.T.D. prior to April 30, 1984, but not being accepted for disability pension, the City's share of the Employee's pension contributions will be maintained when matched by the Employee. The City will upon written request of the Employee maintain the benefit coverage for O.H.I.P., Semi-Private, Comprehensive Medical coverage and other applicable benefits and the Employee or the Union shall be responsible for payment of the full cost of the premiums for all such benefits. In the event of a default by the Employee or the Union to make the necessary payments, the Employee will be notified by registered mail that such coverage has expired and that he/she is no longer covered. Effective April 30, 1984, the benefit premiums for O.H.I.P., Semi-Private, Major Medical and Group Life Insurance coverage of \$10,000 shall be paid 25% by the Corporation and 75% by the Union. Effective January 1st, 1992 the benefit premiums shall be paid 50% by the Corporation and 50% by the Union.
- 17.6 All persons who qualify for Long Term Disability Insurance benefits shall be transferred to a "Special Holding Unit" unless the medical evidence is so definite as to obviate a return to work, in which case the Employee shall be required to submit an application for a medical disability pension and upon acceptance, he/she shall then be deleted from the "Holding Unit" and separated as being retired on pension.
- 17.7 When an Employee is transferred to the "Special Holding Unit" the benefits provided shall be as stated above and there shall not be any accrual of seniority for the purpose of benefits contained in the Collective Agreement.
- 17.8 Where an Employee recovers from the disability and is medically certified to resume work the Employee will be returned, if physically and mentally able, to work similar to that which the Employee was performing at the time the disability was incurred. If the Employee is not so able to return to work and is incapable of fully performing his/her regular duties because of injury, occupational disease, advancing years or disability, such Employee may be given preference for any available position for which he/she is considered competent to perform without the Personnel Department being required to advertise the position, provided such Employee may not displace any other Employee by reason of seniority and the City will advise the Union of each case prior to the Employee's return. The applicable rates of pay for the position to which the Employee has been allocated will apply and it is agreed that no grievance will be lodged by the Union on behalf of its members in such instance.

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18. DENTAL PLAN

Effective January 1st, 1983, the Basic Coverage will be updated to the Confederation Life Standard Basic Plan. Such improvement to the Basic Coverage is conditional upon the Employee's share (5/12) of the U.I.C. Premium Reduction being used on a continuing basis by the Employer toward the cost of same. The Employer will provide the Confederation Life Major Services Plan on an 80% co-insurance basis; in addition, a 50% co-insurance Orthodontia Rider to cover eligible expenses for a lifetime maximum of \$2,000.00 per family member. The Employer will determine the carrier and pay 100% of the premium based on the 1988 O.D.A. Schedule of Fees. Effective April 1st, 1991 the 1991 O.D.A. Schedule of Fees shall apply. Effective April 1st, 1992 the 1992 O.D.A. Schedule of Fees shall apply.

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19. TRANSACTIONS OF COUNCIL

- 19.1 The Employer agrees to notify the Union as far in advance as possible before introducing any technological or other changes or methods of operation which affect the rights of Employees, conditions of employment, wage rates or work loads.

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20. **MEDICAL EXAMINATION** ✓

20.1 All prospective Employees who would, if employed, be governed by the terms of this Agreement, shall prior to their commencement of employment be certified by a qualified medical practitioner as being physically fit, such examination being arranged by and at the expense of the Employer.

21. **CLOTHING SUPPLIED**

21.1 Each Employee shall be provided with clothing and equipment by the Employer in accordance with Schedule "B" attached hereto.

21.2 Such clothing as referred to in the said Schedule "B" shall be issued by the Employer on or before the 15th day of May in the year of issue, provided however, that the inability of the Employer to provide such clothing by reason of strikes or the shortage of materials, will not be the subject of a grievance by the Union or any of its members.

21.3 In the event that an Employee leaves the service of the Employer prior to the completion of six months' service, said Employee shall return such equipment in good repair, or shall be required to reimburse the Employer for equipment provided from accrued earnings. Employees leaving the service of the Employer subsequent to the completion of six months' service shall be required to return all clothing and equipment issued except overalls, coveralls, denims, smocks, uniform trousers and shirts, gloves or mitts and caps, or shall be required to reimburse the Employer for the other clothing and equipment issued from accrued earnings.

21.4 The Employee is responsible for the proper maintenance of such clothing and equipment issued him/her.

21.5 Except for travelling to and from work the City issued clothing is not to be worn in off duty hours.

22. **PROMOTIONS, VACANCIES AND NEW POSITIONS**

22.1 *27F-1* All promotions and new positions affecting the outside staff shall be properly advertised in writing over the signature of the Commissioner of Human Resources and such new positions shall be advertised in writing for a period of fourteen (14) calendar days. Employees submitting application for advertised positions which are contained in the same wage group set forth in Schedule "A" hereto as their present classification shall be deemed to be requests for a lateral transfer and dealt with strictly on the basis of a request.

22.2 *27a,b-1* Such vacancies as set out in Article 22.1 above shall be filled in accordance with qualifications and seniority and that all seniority lists posted on bulletin boards shall be adhered to. The names of successful applicants will be posted.

22.3 If a vacancy is advertised pursuant to Article 22.1 the Business Agent of the Union may make enquiries of the Commissioner of Human Resources as to the status of the call if such vacancy has not been filled within thirty (30) working days after the closing date set out in the advertisement referred to above.

22.4 Seniority shall be established on the basis of an Employee's service with the Employer, calculated from the date upon which the Employee commenced employment with the Employer. It is agreed that the above referred to Seniority shall be on a unit wide basis.

22.5 Employees who are promoted shall be given a period of thirty (30) working days to qualify and failing to do so shall if possible be returned to their former positions without loss of seniority. However, no Employee shall be dismissed solely on account of demotion. Further, an Employee failing to qualify shall receive the same salary he/she received immediately prior to promotion.

22.6 Employees promoted or transferred to positions outside the Unit provided such Employees were employed as permanent Employees of the Employer shall if returned to a position within the Unit, be permitted to count such service for seniority purposes.

22.7 In the event of an Employee requesting a demotion through physical or other reasons he/she shall, if at all possible, return to the position formerly held.

23. PERFORMANCE OF SUPERIOR DUTIES

23.1 When an Employee is required to perform the duties of any superior position to that occupied by him/her, he/she shall be paid the rate of pay for such position for hours worked.

23.2 If an Employee works the day before and the day after a statutory or declared holiday or authorized leave of absence with pay, the higher rate of pay will apply.

24. SALARY INCREASES

24.1 Recommendations may be made to Council for increases in salary to persons who, through increased proficiency or assumption of greater responsibilities required of such persons, are considered worthy of such increases.

25. FAILURE TO REPORT FOR WORK

25.1 If an Employee fails to report for work, he/she ~~must~~ notify or arrange for someone else to notify his/her foreman or superintendent, as the case may be, prior to his/her starting time or at the earliest possible moment in order that arrangements for his/her relief or substitute may be made for the period he/she will be off work.

25.2 Where it has been necessary to assign another Employee to replace an absent or late Employee, the substituting Employee shall complete the work day in the position to which he/she has been assigned.

25.3 Where it has been necessary to transfer an Employee from another department to replace the absent party, the substituting person shall finish out his/her day with the department to which he/she was transferred.

25.4 The person absenting himself/herself for any portion of the morning will not be paid for any part of the morning and need not report for work until five minutes prior to the afternoon work period of the same day.

25.5 An Employee who has been absent from work without notice or authorized leave of absence for a period of three (3) consecutive working days shall be separated from employment with the Employer. The Employer shall reinstate such Employee without loss of seniority if reasons satisfactory to the Employer are provided within five (5) working days following the date of separation.

26. SAFETY MEASURES

26.1 Proper safety measures shall be insisted upon at all times by foremen or subforemen to protect men/women engaged in excavation or other hazardous work.

- 26.2 ⁶⁶⁻⁴ The Corporation and the Union shall maintain the Joint Health and Safety Committees as established by the Parties pursuant to the Occupational Health and Safety Act.
- 26.3 Safety representatives appointed by the Union and who have been designated as such to the Employer, shall have the right to discuss with the foreman or superintendent, employee safety measures.
- 26.4 ^{67c-1} The City agrees that an Employee who is pregnant and whose primary function is working with a V.D.T. shall, upon request, be temporarily assigned other duties without loss of pay (during the term of the pregnancy).

27. ACCIDENTS

- 27.1 All accidents shall be reported immediately.

28. NO DISCRIMINATION

- 28.1 The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, sex, national origin, political or religious affiliation, sexual orientation, marital status, family relationship, handicap or as defined by the Human Rights Code nor by reason of his or her membership or activity in the Union. ^{7.2}
- 28.2 The Union agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, sex, national origin, political or religious affiliation, sexual orientation, marital status, family relationship, handicap or as defined by the Human Rights Code.

29. DISMISSAL, SUSPENSION OR REPRIMAND OF EMPLOYEES

- 29.1 When a Department Head, Superintendent, or Foreman feels that it is necessary to reprimand an Employee and where such reprimand may result in the demotion, suspension, or dismissal of the Employee, the reprimand shall be made in private and the Employee being reprimanded must be accompanied, where possible, by a Union representative.
- 29.2 When the most recent disciplinary action taken against an Employee has occurred at least forty-two (42) months previous, the employment history of the Employee shall not be used against him/her before an arbitration proceeding. Such disciplinary action includes letters of reprimand and any other adverse reports arising out of the disciplinary action referred to in this Article. ⁹⁻¹

30. LAY-OFF AND RE-EMPLOYMENT

- 30.1 ^{270d-1} In the event of a decrease of work and Employees are ~~laid-off~~ and in the event of recalls to work and Employees employed, priorities shall be given on the basis of seniority, classification, and qualifications having regard to the work involved.
- 30.2 No new Employee shall be hired within the same classification while there are such Employees on lay-off.

31. **JOB SECURITY**

- 31.1 If and when the Corporation should alter the workmethod or methods now in effect, no Employee with at least two years of permanent service with the Corporation will have his/her employment terminated by reason thereof.
- 31.2 The Employer agrees to notify the Union as far in advance as possible before introducing any technological or other changes or methods of operation which affect the rights of Employees, conditions of employment, wage rates, or work loads.
- 31.3 *226-1* Where new or greater skills are required than are already possessed by affected Employees, under the present methods of operation, such Employees shall be afforded the opportunity to be trained by the Corporation at the expense of the Employer.

32. **TOOL ALLOWANCE**

- 32.1 Following one year of continuous service, the licensed Automotive Mechanics, who are members of the Union, shall be paid a personal tool allowance of \$25.00, effective July 1st, 1990, for each completed month of service, to be paid annually. Applications for such tool allowance shall be made in writing by the individual Employee and forwarded through his/her Department Head to the Commissioner of Human Resources, Effective July 1st, 1991 the tool allowance shall increase from \$25.00 to \$30.00 per month. Effective January 1st, 1992 the tool allowance shall increase from \$30.00 per month to \$35.00 per month.
- 32.2 All such Automotive Mechanics shall maintain a set of tools satisfactory to the Department Head, It is understood that the Employer will not replace-lost or broken personal tools.

33. **GRIEVANCE PROCEDURE**

- 33.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated or whenever an Employee is suspended or dismissed for cause, such difference, allegation, suspension or dismissal being hereinafter referred to as "The Grievance", the following Grievance Procedure shall apply, namely:-

The Parties agree that they will endeavour to resolve the matter in dispute by discussion prior to Step 1.

33.2 **Step 1**

The Union, shall within ten (10) working days after the Grievance first arises, file the said Grievance and redress sought in writing with the Department Head, who shall confer forthwith with the Employee involved and who shall render his/her decision within ten (10) working days from date of the meeting. The Employee shall be accompanied at the said meeting by a Representative of the Union.

33.3 **Step 2**

In the event that the Department Head does not provide redress satisfactory to the Union, the Union may within three (3) working days after the receipt of the aforesaid written decision of the said Department Head, forward to the Commissioner of Human Resources a copy of the grievance together with the decision of the Department Head and, upon receipt of such copies, the Commissioner of Human Resources shall forthwith confer with the Business Agent or authorized representatives of the Union and shall advise the Union in writing of his/her decision in respect to the grievance within ten (10) working days of the said meeting.

33.4 Step 3

1. In the event that the Commissioner of Human Resources does not provide redress satisfactory to the Union, the Union may within seven (7) working days after the receipt of the written decision of the Commissioner of Human Resources require that the grievance be submitted to arbitration by notifying the City in writing, of its desire so to do. The Parties shall meet forthwith to select a single Arbitrator. In the event that the Parties cannot agree on a mutually acceptable Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either Party. The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be binding upon both the Union and the Corporation and upon any Employee affected by it.
2. Each of the Parties hereto will jointly in equal shares bear the expenses, if any, of the Arbitrator. The decision of the said Department Head or the said Commissioner of Human Resources, as the case may be, shall be final and binding upon the Corporation and the Union and upon any Employee affected by it unless a subsequent step is taken within the times hereinbefore limited and the decision of the Arbitrator in any event shall be final and binding upon the City, the Union and upon any such Employees.

33.5 Whenever and so often as any Employee coming within the 94 Unit is suspended for a period of five (5) days or more or dismissed for cause, the Grievance Procedure as set forth in the preceding clause shall apply except that the Grievance shall be initiated at the Commissioner of Human Resources level within five (5) working days after the said Employee is suspended or ceases to be employed by the City.

34. DEDUCTIONS AND TRANSMISSION OF UNION DUES 2-1

34.1 All Employees covered by this Agreement shall consent to Union dues being deducted from their pay cheques and within thirty (30) days of their commencement date, shall be Union members as a condition of employment.

34.2 The Employer shall transmit each month the dues to such union officials as may be designated by the Union.

34.3 All Employees entering the service of the Employer will be required by the Commissioner of Human Resources to complete application forms for membership in the Union which will be forwarded to the Union at the end of each calendar month, provided that such application forms will be supplied to the Personnel Department by the Union. The Union recognizes that the Employer will not be held responsible for any claims with respect to the use of Union dues deducted from the Employees and remitted to the Union. 1-2

35. BUSINESS AGE "

35.1 Subject to grievance procedures, the Employer shall recognize the President, Business Agent and approved committee of the Union in dealing with any matters pertaining to Employees covered by this Agreement. No Employee with less than 12 months continuous service shall represent the Union before Council, Executive Committee or at Personnel Committee meetings.

35.2 The Business Agent or the President will be permitted to take one day off per week (Wednesdays) with pay for the purpose of dealing with labour-management relations. This will not be deducted from the 90 man days as set out in Article 36.

*63K-3
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page*

36. CONVENTIONS AND SEMINARS

- 36.1 Employees who are delegated to do so may attend conventions or seminars dealing with Union matters and will be granted leave of absence without pay and without loss of any privileges provided, however, that in any one calendar year the maximum days of absence for all delegates shall not exceed ninety (90) days. In the event the 90 days in one Unit has been exhausted the Union shall be entitled to draw on the remaining bank of available time in the other unit. 63K-3
- 36.2 The Union, where possible will advise the Employer of the conventions, schools, etc. to which it proposes to send delegates, the tentative dates and the number of Employees involved as soon as possible and in any event prior to the first day of June in each year.
- 36.3 In every instance, an application shall be made by the Secretary of the Union to the Commissioner of Human Resources who shall place the application before the next meeting of the Executive Committee and an Employee shall not absent himself/herself from work until such approval has been granted. Such leave of absence shall not be unreasonably denied.

37. EXTENDED LEAVE FOR UNION BUSINESS

- 37.1 If an Employee is elected or appointed to a ~~full-time~~ position with the Union or any recognized body or association with which the Union is affiliated, the Council of the Employer, upon receipt of a properly supported application from the Union on behalf of the Employee, which is to be processed initially through the Commissioner of Human Resources, will consider the request for leave of absence as follows:

- (a) **An Elected or Appointed Position (within Local 94)**
Leave of absence without pay, shall be granted for one person up to two years, and upon completion of said leave it is understood that the Employee shall be returned to his/her former position. If the Employee is re-elected or re-appointed the Leave of Absence shall be renewable in two year cycles. 63J-3

The Employee(s) shall retain all benefits contained in the Collective Agreement, and further, shall accrue seniority. The Employer shall deduct all costs (ie.) wages, benefits, etc., from the monthly dues cheque. The Employee(s) shall receive their pay cheque from the City as normal.

- (b) **An Elected or Appointed Position (outside Local 94)**
Leave of Absence without pay shall be granted for one person up to two consecutive two years terms. Upon completion of the first two year term, it is understood that the Employee shall be returned to his/her former position. Upon completion of the second two year term, the employee shall be returned to a position at the same wage rate. There shall be no extensions beyond the two consecutive two year terms.

- 37.2 If any Employee is elected to public office, the Employer shall grant leave of absence without pay to the Employee(s) for a period of three years with no extensions beyond the three year period upon receipt of an application as set forth in Article 37.1. 63J-3

- 37.3 Employees who have been designated by the Union to represent the interest of Employees in negotiations for an amended Collective Agreement or in any grievance pursuant to the Grievance Procedures of this Agreement, will be permitted to leave their employment temporarily with no loss of pay for the time so spent, provided that not more than five Employees shall attend any negotiation meeting and not more than three Employees shall attend any grievance hearing. Notwithstanding the foregoing, in the event the Employer would agree to negotiate collectively with the Inside and Outside groups on any matters, a maximum number of five Employees in total, representing both groups, be permitted to attend any such negotiation meetings. (37D-1)

37.4 The Council shall determine the right of the Employee(s) as referred to in Section 37.1(b) and 37.2 as to seniority, pension, sick pay credits, group insurance coverage, health and dental coverage, vacations, etc., and no person shall absent himself/herself until approval has been granted.

38. RATES OF PAY

50A-1

38.1 The rate of pay as variously set forth in Schedule "A" hereto shall be paid to all Employees on a weekly basis. The pay week shall conclude on Sunday at midnight. All employees appointed to the service of the Corporation after July 1st, 1991 shall be paid by Direct Deposit.

38.2 The Union agrees that the employer may send literature to Members of the Bargaining Unit regarding voluntary Direct Deposit.

38.3 The Corporation will pay vacation advances to all employees, (save and except employees paid by direct deposit), who request vacation advances using the Corporation's Vacation Advance Request form. It is agreed that any overpayment made to an employee as a result of a vacation advance will be recovered by the Corporation through a deduction from the employee's next regular pay cheque.

39. SERVICE AS JUROR OR WITNESS

38B, c-1

39.1 Employees who are required to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Such leave of absence shall not constitute a break in service for the purpose of any and all benefits contained in this Agreement. If the Employee agrees in writing to deposit with the Employer the total amount received for such service as a juror or witness, excluding kilometerage or travelling expenses, the Commissioner of Human Resources shall authorize payment of salary on the usual pay day for the period that the Employee is absent for this purpose. The Employee on returning to duty following service as a juror or witness, shall present a certificate showing the period of service and the amount of compensation received to the Commissioner of Human Resources and shall pay such monies to the Employer. If an Employee does not agree as aforesaid or refuses to pay to the Employer the monies received for the period of service, he/she shall forfeit that part of his/her salary for the period he/she was absent from duty.

40. BEREAVEMENT LEAVE

40.1 Leave of absence, with regular pay will be granted to an Employee for three consecutive days excluding weekends, in the case of a death in his/her immediate family; and one day in the case of his/her other relatives. Effective July 1st, 1991, leave of absence with regular pay in the case of a death of his or her other relative shall be for two (2) days.

63A-1

40.2 Immediate family means mother, father, sister, brother, spouse, or children. Effective July 1st, 1991, stepfather, stepmother, stepbrother, stepsister, stepdaughter and stepson shall be added to immediate family.

40.3 Other relative means the Employee's grandmother, grandfather, aunt, uncle, niece, nephew, first cousin, sister-in-law, brother-in-law, daughter-in-law, son-in-law.

40.3.1 Effective April 1st, 1987, leave of absence with regular pay will be granted to an Employee for one day in the case of a death of his/her grandchild. Effective January 1st, 1988, the one day leave of absence in the case of an Employee's grandchild will increase to two consecutive days.

40.4 Two consecutive days leave of absence, with regular pay, will be granted in the event of the death of an Employee's mother-in-law or father-in-law.

- 40.5 In the event an Employee is required to travel more than 250 kilometres (one way) to attend a funeral, one additional day of bereavement leave shall be granted. The Employee shall provide verification of such attendance satisfactory to the Department Head within five (5) working days after returning to work.
- 40.6 There shall be no pyramiding of Bereavement Leave with annual vacation, statutory holidays, sick leaves, leaves associated with Workers' Compensation claims and Long Term Disability claims. This shall not preclude taking vacation time either immediately before or immediately after a period of bereavement leave, but bereavement leave may not be taken while on vacation.
- 40.7 Such Bereavement Leave of absence shall not constitute a break in service.

41 **PREGNANCY, PARENTAL AND ADOPTION LEAVE**

- 41.1 (a) "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- (b) "parental leave" means a leave of absence under Article 41.5 (1);
- (c) "pregnancy leave" means a leave of absence under Article 41.2 (1);
- 41.2 (1) A pregnant employee who started employment with the Corporation at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- 580-999 (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the Corporation
- (a) at least two weeks written notice of the date the leave is to begin; and
- (b) a certificate from a legally qualified medical practitioner stating the expected birth date.
- 41.3 (1) Subarticle 41.2(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) An employee described in subarticle (1) must, within two weeks of stopping work, give the Corporation,
- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally qualified medical practitioner that,
- (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
- (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.

41.4 (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

Ba-017 (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subarticle (1) or (2) if the employee gives the Corporation at least four weeks written notice of that day.

41.5 (1) An employee who has been employed by the Corporation for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,

(a) the birth of the child; or

(b) the coming of the child into the custody, care and control of a parent for the first time.

(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(4) The employee must give the Corporation at least two weeks written notice of the date the leave is to begin.

41.6 (1) Subarticle 41.5(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

(2) The parental leave of an employee described in subarticle (1) begins on the day the employee stops working.

(3) An employee described in subarticle (1) must give the Corporation written notice that the employee wishes to take leave within two weeks after the employee stops working.

41.7 Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the Corporation at least four weeks written notice of that day.

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41.8 (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

(a) to an earlier date if the employee gives the Corporation at least two weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Corporation at least two weeks written notice before the date leave was to begin.

(2) An employee who has given notice to end leave may change the notice,

(a) to an earlier date if the employee gives the Corporation at least four weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Corporation at least four weeks written notice before the date leave was to end.

- 41.9 (1) During the pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subarticle (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) For the purpose of subarticle (1) plans included are the pension plan, life insurance plan, accidental death plan, extended health coverage plan, dependent insurance and dental plan. All employees shall be afforded long term disability benefit coverage for the first seventeen (17) weeks of Pregnancy Leave. All employees who request parental leave may elect to continue long term disability benefit coverage provided that they pay the full cost of the monthly premium during their approved leave.
- (3) During an employee's pregnancy leave or parental leave, the Corporation shall continue to make the Corporation's contributions for any plan described in subarticle (2) unless the employee gives the Corporation a written notice that the employee does not intend to pay the employee's contributions, if any.
- 56,59-1 (4) Seniority continues to accrue during pregnancy leave or parental leave.
- (5) There shall be no deduction of Vacation Entitlement of an Employee during the initial six (6) month period of Pregnancy or Parental Leave granted provided the Employee returns to duty following such period of leave.
- 41.10 (1) The Corporation will reinstate the employee when the leave ends to the position the employee most recently held with the Corporation, if it still exists, or to a comparable position, if it does not.
- (2) The Corporation shall pay a reinstated employee wages that are at least equal to the greater of,-
- (a) the wages the employee was most recently paid by the Corporation; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave.
- 41.11 The Corporation shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on a employee because the employee is or will be eligible to take, intends to take or takes pregnancy leave or parental leave.
- 41.12 Employees are responsible for making arrangements with the Pay Office for the payment of their benefits where such payment is contemplated under this agreement, prior to proceeding on pregnancy or parental leave. Where an employee has stopped working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, the employee shall make arrangements as soon as practicable with the Pay Office for the payment of her portion of the benefits.
42. CITIZENSHIP COURT
- 42.1 When an Employee is required to attend a sitting of the Citizenship Court during his/her normal working hours for the purpose of obtaining his/her Canadian Citizenship, such Employee shall, on one occasion only, be granted one (1) day leave of absence with pay.



43. AUTOMOBILE REIMBURSEMENT

43.1 Effective July 1st, 1990, for all kilometres travelled, the rate shall be Thirty-Two cents (32c) per kilometre. Effective January 1st, 1991, for all kilometres travelled, the rate shall be established at Thirty-Six cents (36c) per kilometre. Effective January 1st, 1992, for all kilometres travelled, the rate shall be Thirty-Seven cents (37c) per kilometre.

44. TERM OF AGREEMENT

44.1 This Agreement shall be effective from January 1st, 1991, and shall continue in force and effect until December 31st, 1992 and it shall automatically renew itself for one year on January 1st of each year unless terminated or amended as provided in the following paragraph:

"Termination of, or any amendment to this Agreement shall be preceded by a written Notice by either Party sixty (60) days before renewal date of same."

45. NO STRIKES, NO LOCKOUT

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

45.2 Notwithstanding Article 44.1 in the event that any Employees of the Employer, other than those covered by this Agreement engage in a legal strike and maintain picket lines, the Employees covered by this Agreement shall have the right to respect such picket lines. The Union agrees that it will not take any action against any of its members who do not respect such picket lines.

4-1

45.3 The exercise by an Employee of his/her rights under this Article for two (2) days or less in any month shall not constitute a break in service for the purpose of sick pay credits.

46. CROSSOVERS

46.1 Employees who crossover from parks to Arenas shall be allowed to exercise their seniority for their preference of shifts, however, no permanent shift worker shall be displaced from his/her permanent shift by a crossover worker.

46.2 Employees in the Parks Branch (crossovers) shall be allowed to exercise their seniority to remain in the Yards for the Arena Season. Those Employees who are eligible to stay in the Yards shall be assigned to a yard location having regard to the Department's operational requirements.

47. EDUCATIONAL LEAVE OF ABSENCE

47.1 Educational Leave of Absence without pay shall be granted to an employee with a minimum of five (5) years service for a period not to exceed twelve (12) months. Such requests must be forwarded through the Department Head to the Commissioner of Human Resources. The Employee shall be responsible for making arrangements with the Pay Office for the payment of their employee benefits prior to proceeding on leave. Employees shall not accrue seniority during their absence. Employees shall be entitled to such leave on one occasion only.

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48. **GENERAL**

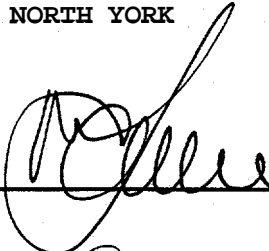
48.1 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used wherever the context so requires.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals by the hands of the proper officers in that behalf.

Authorized and approved by
By-Law Number 31510
Enacted and Passed this
29th day of May, 1991

THE CORPORATION OF THE
CITY OF NORTH YORK

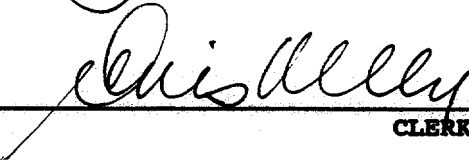
THE NORTH YORK CIVIC EMPLOYEES' UNION
LOCAL 94, CANADIAN UNION OF PUBLIC
EMPLOYEES, (OUTSIDE WORKERS)



TREASURER

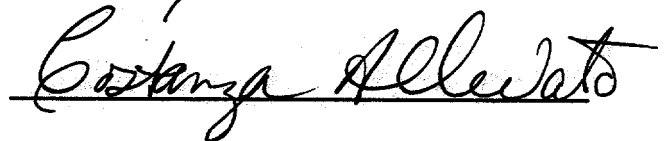


PRESIDENT


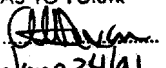


CLERK







CITY OF NORTH YORK	
APPROVED	
AS TO TERMS	
By	
Dept.	<i>I.R.</i>
LEGAL DEPARTMENT	
AS TO FORM	
By	
Date	<i>June 24/91</i>
CLERK'S DEPARTMENT	
AS TO AUTHORITY	
By	<i>62 31510</i>
Date	<i>May 29/91</i>



CITY OF NORTH YORK

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ONTARIO
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HUMAN RESOURCES DEPARTMENT

May 15, 1991

Mr. Brian Cochrane,
President,
North York Civic Employees' Union, Local 94,
1170 Sheppard Avenue West, Unit #15
NORTH YORK, Ontario
M3K 2A3

RE: INSURANCE

Dear Mr. Cochrane:

The Corporation informs you that any employees authorized by law and having permission from the Corporation to drive Corporation-owned or long-term leased vehicles will be covered as Additional Insureds as provided under the Corporation's Automobile Insurance Policy for the purposes of third party liability while operating the vehicle on Corporation business.

Yours truly,

A handwritten signature in cursive script that reads "Lorna - W. Dorne Andrews".

W. Dorne Andrews,
COMMISSIONER OF HUMAN RESOURCES



CITY OF NORTH YORK

5100 YONGE STREET
NORTH YORK
ONTARIO
M2N 5V7

Reply attention of

Telephone (416) 224-

Fax (416) 733-4264

File no.

PARKS & RECREATION DEPARTMENT

May 16th, 1991

Mr. Brian Cochrane,
President,
North York Civic Employees' Union, Local 94,
1170 Sheppard Avenue West, Unit #15
NORTH YORK, Ontario
M3K 2A3

RE: OUTSIDE COLLECTIVE AGREEMENT - LETTERS OF INTENT

Dear Mr. Cochrane:

During the 1991 negotiations the Corporation agreed to the following Letters of Intent which shall remain in effect for the term of this Agreement.

1. **Superior Duties**

- (a) That **seniority** and the **capability** of performing the primary functions of the **position** **be** applied in the allocation of staff to perform superior **duties** having regard to **sections**, departments, yards or **districts** and in accordance with Article **23(1)**. **All employees who have performed** Superior Duties within the past two **(2)** years shall be deemed qualified to continue doing **so** in those respective classifications. Employees, who are deemed qualified as a result of Departmental testing for the capability of performing the primary functions of the higher rated position shall not be **required to be retested**, for the **same** Superior Duty position, unless the duties of the position, or the equipment used to carry out the job has changed substantially.
- (b) Sick pay, leave of absence with pay, union business leave, and vacation will be paid on the basis of an Employee's superior rated position, provided that such Employee has accumulated sixty **(60)** working days in the **same** Superior Duty position, immediately prior to **proceeding** on their leave or vacation. Sick time, vacation, union business leave or approved leave of absence, taken while the **sixty (60)** working days is accruing shall be paid at the employee's lower rate of pay. The sixty **(60)** day accrual period outlined **above** will **be** broken if the employee is returned to their former position, if the Employee is absent without pay, or if the Employee is suspended without **pay**.
- (c) Upon completion of a Superior Duty assignment, all reasonable effort shall be made to return a permanent shift worker to **his/her** shift and location.

2. **Ransomme Operator**

The Corporation agrees to establish a rate of \$16.73 per hour (1991 rate) and \$17.50 per hour (1992 rate) for Employees operating Ransommes on a whilst **so** employed basis.

3. **Legal Fees**

Where an Employee is charged with an offence which necessarily arises out of the performance of his or her duties, it will be the policy of the City that:

- (1) the Employee charged shall be in the first instance, responsible for his or her own defence, including the retaining of legal counsel;
- (b) if the Employee is acquitted of the charge, the Employee shall be reimbursed for all reasonable legal expenses.

For the purpose of this paragraph, the term "acquitted" shall be taken to be the same as dismissal of the charge(s).

4. **Parking**

The Corporation will offer a 50% discount, plus GST on the prevailing public rate at the Beecroft Parking Garage. The rate is subject to change and is a monthly rate. It is recognized that an employee's use of the parking space must be continuous in order for the employee to be guaranteed a spot.

5. **Contracting Out**

The Employer agrees to notify the Union one calendar month in advance of any additional contracting out of work other than where part or all of the work is now being contracted out.

If requested by the Union the Employer agrees to provide pertinent information to the Union with respect to the type of work to be contracted out, the cost, and any other relevant information, so as to allow the Union to make a complete submission to the appropriate Department Head within two weeks of the delivery of the Employers information to the Union.

In the event the Corporation should contract out or privatize any bargaining unit work, no permanent employee shall lose their employment with the City by reason thereof. Permanent employees displaced from their jobs by reason of privatization or contracting out, will be placed in other suitable employment with the Corporation without loss of wages, benefits or seniority. Where necessary, permanent employees will be provided appropriate training.

This Letter of Intent is not intended to authorize the contracting out of work (if any) which the Employer is otherwise prohibited from contracting out.

This Letter of Intent will become effective on the date of the signing of the Memorandum of Agreement. The above would not apply in an emergency, as determined by the Department Head.

5-1

6. Use of Sick Time - Family Responsibilities

An Employee may request to use their sick time in the event that an illness of the Employee's spouse or child occurs which prevents the Employee from reporting to work or requires that the Employee leave early or arrive for work late, provided:

- (a) The Employee has completed the probationary period as specified in the Agreement; and
- (b) the Employee has sick time available; and
- (c) except in emergency situations, the Employee notifies his or her department at least twenty-four (24) hours in advance of the required time off.

The Employee must specify that their request is for Family Responsibilities and may be required to produce evidence that is satisfactory to the Corporation justifying their request. Leave for Family Responsibilities shall be limited to a maximum of three (3) working days per calendar year, non-cumulative.

7. Shift Premiums

Shift premiums are paid to those on afternoon shift, night shift, or to those who work on weekends. The applicable rates are outlined in the Collective Agreement.

Pursuant to the Collective Agreement or as otherwise approved in writing between the Corporation and the Union day shift start and end times may vary. There are occasions during the normal work week (from Monday to Friday inclusive) when traditional afternoon or night shifts are altered to start or end during the approved day shift. For example, an afternoon shift may commence at 12:00 noon and may end at 8:00 p.m., or a night shift may commence at 4:00 a.m. and end at 12:00 noon.

When during the normal work week (from Monday to Friday inclusive) traditional afternoon or night shifts are altered to include hours of work which would be normally part of an approved day shift employees shall be paid shift premium at the applicable rate for all hours worked on that shift.

This will become effective 30 days after the signing of a Memorandum of Settlement.

8. Spare List: (Public Works Department)

Representatives of the Union, the Public Works, and Human Resources Departments, are to meet within sixty (60) days of the signing of a Memorandum of Settlement to establish written procedures for the administration of the Spare List.

Once the written procedures are established they will be added to the Letter of Intent to form a part of the Agreement. If the parties fail to establish written procedures within thirty (30) days after discussions begin, the 'Spare List System' will be abolished.

Yours truly,



W. Lorne Andrews,
COMMISSIONER OF HUMAN RESOURCES



CITY OF NORTH YORK

APPLICATION FOR PREGNANCY AND PARENTAL LEAVE

**HUMAN RESOURCES
DEPARTMENT**

This form is to be completed by the employee and forwarded to the Human Resources Department through the Department Head. An employee must give two weeks notice in writing, together with a medical certificate confirming the expected date of delivery to the employer when applying for leave of absence due to pregnancy. The employee may begin her leave at any time within 17 weeks of the expected date of delivery.

PREGNANCY LEAVE

E S T

EMPLOYEE NO.	FIRST NAME	MIDDLE NAME	LAST NAME		
DEPARTMENT	SECTION	PERSONNEL ACTION / REASON	EMP. STA.	DATE COMMENCED WITH CITY OF NORTH YORK (SENIORITY DATE) (DD/MM/YY)	
		L E A V U 12	N.		
POSITION TITLE (TITL)		ANTICIPATED DATE PREGLEAVE COMMENCES (DD/MM/YY)	ANTICIPATED DATE OF RETURN TO WORK (FROM PREGNANCY LEAVE) (DD/MM/YY)		

TERMS OF APPLICATION

Attached is a medical certificate or doctor's note stating the expected date of delivery.

I understand that I am obliged to make arrangements with the Payroll Office prior to my departure, with respect to the matter of employee benefits that are to be continued during my absence. Failure to do so could result in interruption or cancellation of such benefits.

It is my intention, upon completion of my pregnancy leave, that I will also be extending my leave of absence for a further parental leave. If yes, complete the reverse side of form. If no, sign and forward to Dept. Head. Yes No

I understand I am also eligible for up to 18 weeks parental leave and must provide a minimum of 2 weeks written notice of my intention to take this parental leave. I further understand that the pregnancy leave ends 17 wks after the leave began irrespective of whether I elect to take parental leave (at least four weeks notice is required to change the end of leave).

NOTE: If you are applying for parental leave at this time, please complete the reverse side of this form.

DATE (DD/MM/YY)	EMPLOYEE SIGNATURE
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APPROVAL OF APPLICATION FOR PREGNANCY LEAVE

DATE (DD/MM/YY)	DEPARTMENT HEAD SIGNATURE
DATE (DD/MM/YY)	COMMISSIONER, HUMAN RESOURCES

Personal information on this form is collected *under the authority of the Municipal Act; R.S.O. 1980, C. 302, S. 208, Par. 45* and will be used to determine eligibility benefit entitlement. Questions about this collection of personal information should be directed to the Deputy Commissioner of Human Resources, City of North York, 5100 Yonge Street, North York, Ontario M2N 5V7 or by contact through 224-6162.

PARENTAL LEAVE

I am or will be a parent of a new born or newly adopted child who intends to commence (or extend if natural mother) an unpaid leave of absence in order to care for the child(ren).

PARENTAL LEAVE COMMENCES (DD/MM/YY)	→	PARENTAL LEAVE ENDING (DD/MM/YY)
-------------------------------------	---	----------------------------------

I intend to use the full period of 18 weeks parental leave entitlement. Yes No If no, how long? _____ wks

1. I am the natural mother Yes (No further Questions need answering except reverse side must be completed)
OR

2. I am the father or newly adoptive parent Yes If yes, to question 2. please complete below:

I understand I must provide a minimum of 2 weeks notice of the date I intend to commence leave and must provide a minimum of 4 weeks to change the end of the leave.

I understand I must contact payroll office to continue benefits during my absence. Failure to do so may result in interruption of benefit coverage during my absence. (Employees who took pregnancy leave please note the requirements with respect to the termination of pregnancy leave and commencement of parental leave as set out on page 1)

I understand I may be required to provide proof of adoption or birth.

E S M T

EMPLOYEE NO.	FIRST NAME	MIDDLE NAME	LAST NAME		
DEPARTMENT	SECTION	PERSONNEL ACTION / REASON	EMP. STA.	DATE COMMENCED WITH CITY OF NORTH YORK (SENIORITY DATE) (DD/MM/YY)	
-		L E A V U 24	N.		
POSITION TITLE (TITLE)		EMPLOYEE SIGNATURE			

APPROVAL FOR PARENTAL LEAVE

DATE (DD/MM/YY)	DEPARTMENT HEAD SIGNATURE
DATE (DD/MM/YY)	COMMISSIONER, HUMAN RESOURCES

Benefits will continue including pensions, life insurance, accidental death, extended health, dental and any other types of plans that are **prescribed** by Provincial regulations. Throughout pregnancy and parental leave the City shall continue to pay the employer's contributions for such plans unless the employee provides a written notice that the employee does not intend to pay the employee's contributions.

Employees are required to give a minimum of two weeks' notice of the date the leave will begin. The notice period is waived in the event of pregnancy complications, premature birth or adoptive child unexpectedly coming into care.

Employees are required to give a minimum of four weeks' notice of the date leave is to end.

Employees are permitted to change the dates they intended to begin or return from leave if they give their employer the required notice (see below).

Notice Requirements

A minimum of two weeks' written notice is required to change the date to an earlier date or later date of **beginning** a leave.

A minimum of four weeks' written notice is required from an employee if they intend to change to an earlier or later date of the original **ending** of leave.

Other Terms

The employer shall re-instate the employee when the leave ends to the position the employee **most** recently held, if it still exists, or to a comparable position, if it does not.

Seniority continues to accrue.

The employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

Procedure

An application for pregnancy and parental leave (App. A) is to be completed by the employee and forwarded to the Human Resources Department through the Department Head.

- **The application of the Employment Standards Act with respect to pregnancy and parental leave can be complicated and where uncertainty exists clarification should be requested from the Human Resources Department.**

For Further Information or Clarification Contact:

W. Lome Andrews Commissioner of Human Resources	(6161)
Ron Yarwood Deputy Commissioner of Human Resources	(6162)
Christine Stoa Director of Human Resources and Employment Equity	(6623)
Al Landry, Director of Labour Relations and W.C.B. Claims	(6165)

Human Resources Department
February 15, 1991

SCHEDULE 'A' - LOCAL 94 OUTSIDE AGREEMENT

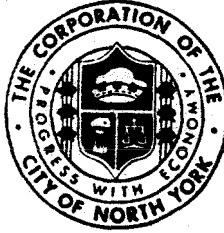
EFFECTIVE JANUARY 1ST, 1991

<u>SALARY GRADE</u>	<u>POSITION DESCRIPTION</u>	<u>1991 SALARY (4.8%)</u>	<u>1992 SALARY (4.6%)</u>
0014	EXPERIENCED TREE WORKER SENIOR LOT & GARAGE TECHNICIAN SENIOR METER TECHNICIAN	17.99	18.82
0015	LEADHAND MAINTENANCE (TRADES) LEADHAND (CARPENTER) PARKS CONSTRUCTION LEADHAND PARKS EQUIPMENT MAINTENANCE SERVICER	18.06	18.89
0016	A.I.R. OPERATOR GRADE 2 PUBLIC ADDRESS TECHNICIAN SENIOR SEMI-SKILLED LABOURER - WATERWORKS CENTRAL	18.15	18.98
0017	ANIMAL CONTROL OFFICER SENIOR STOCKKEEPER	18.58	19.43
0018	SENIOR METER READER ANIMAL CONTROL EDUCATION OFFICER	19.28	20.17
0019	ELECTRICAL TECHNICIAN	19.95	20.87
0020	AUTOMOTIVE MECHANIC WELDER/FITTER	20.27	<u>21.20</u>
0021	WORKS INSPECTOR (ENGINEERING)	20.99	21.96
0022	SUBFOREMAN/WOMAN (AUTOMOTIVE MECHANIC)	21.38	22.36
0023	SENIOR ANIMAL CONTROL OFFICER HVAC SERVICER	21.56	22.55
0024	STUDENT	11.37	11.89
	PATROL WORKER	18.65	19.48

NEW POSITIONS ADDED EFFECTIVE MAY 16TH, 1991

- Couriers to become part of the Outside Agreement at the rate of Light Equipment Operator
- Animal Control Education Officer
- Senior Animal Control Officer
- Welder/Fitter
- One Arm Packer retitled to Truck Driver (Side Loader)

CITY OF NORTH YORK



Human Resources Department

Personnel Directive 08-91

Subject:

PREGNANCY AND PARENTAL LEAVE

INTRODUCTION

Effective December 20, 1990, the City of North York adopted certain changes in the area of pregnancy and parental leaves of absence. These changes were necessary to comply with recent amendments to the Ontario Employment Standards Act and are designed to assist employees of the City with their family responsibilities in caring for newborns and newly adopted children. It should be noted that to the extent these changes conflict with or are different from the existing provisions of various collective agreements, they replace the existing provisions.

PROCEDURE

The following highlights of the *new* legislation (Bill 14) are provided:

- . A pregnant employee who started employment with the City at least 13 weeks before the expected birth date is entitled to pregnancy leave.
 - . A pregnant employee may commence her pregnancy leave no earlier than 17 weeks before the expected date of delivery.
 - . Needs of pregnant employees are to be reasonably accommodated.
 - . For each parent employed by the City for at least 13 weeks there is available up to 18 weeks of unpaid parental leave following the birth of a child or, the coming of a child into the custody, care and control of a parent for the first time.
 - . At the conclusion of the 17 week pregnancy leave, an employee must, if being taken, begin her parental leave unless the child is not under her care at that time.
 - . Other parents electing to take this leave must commence it within 35 weeks of the child being born or coming into care of a parent for the first time.
- * Parent - To include adoptive parents, as well as a "person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own".

APPENDIX 'C' (OUTSIDE AGREEMENT)

Recycling Operator (Public Works Department)

Recycling Operators will work Monday, Tuesday, Thursday and Friday, 10 hours per day from 7:30 a.m. to 6:00 p.m. with 3 work breaks per day - one 15 minute in the a.m. and two 10 minute breaks in the p.m. plus a half hour unpaid lunch period. All hours worked in excess of 10 hours per day or 40 hours per week will be paid at the over-time rate.

All other benefits will apply as outlined in the Outside Collective Agreement.

A Recycling Operator may be utilized in other functions which involve an 8 hour shift but shall be entitled to no less than 40 hours work per week over no more than 5 consecutive working days. In such instances the current rate for Recycling Operator will be maintained or when performing a superior duty, the superior duty rate of pay will apply.

If the Recycling Operator position is made redundant, the employees so affected will be absorbed within the Bargaining Unit and their salaries will be maintained at a level not below the salary at the time of redundancy of the position of Truck Driver (Garbage).

May 28th, 1991

SCHEDULE 'A' - LOCAL 94 OUTSIDE AGREEMENT

EFFECTIVE JANUARY 1ST, 1991

<u>SALARY GRADE</u>	<u>POSITION DESCRIPTION</u>	1991 SALARY 14.8%	1992 SALARY (4.6%)
O001	PROBATIONARY LABOURER	14.13	14.78
O002	LABOURER	<i>Base</i> 15.43	16.14
O003	CARETAKER	15.75	16.47
O004	HANDYMAN/WOMAN HANDYMAN/WOMAN - TRAFFIC POUND ATTENDANT STOCKKEEPER (YARDS)	16.24	16.99
O005	LIGHT EQUIPMENT OPERATOR COURIER - PARKS & RECREATION (40 hrs/wk)	16.44	17.20
O006	A.I.R. OPERATOR GRADE 1 SKI CENTRE SERVICER SEMI-SKILLED LABOURER - WATER, ROADS AND SEWER MAINTENANCE SEMI-SKILLED LABOURER - POLLUTION CONTROL STOCKKEEPER YARDS GRADE 2 (WORKS DEPT.)	16.67	17.44
O007	DISPATCHER SEMI-SKILLED LABOURER (TRAFFIC) SENIOR SEMI-SKILLED LABOURER - SEWER-CLEANING, RODDING AND SEWER PUMPS WATERWORKS SERVICER GRADE 1	16.85	17.63
O008	GARAGE SERVICER (AUTOMOTIVE EQUIPMENT) TRUCK DRIVER GARBAGE	16.97	17.75
O009	ELECTRICAL SERVICER METER READOUT - INSTALLER/INSPECTOR TRUCK DRIVER (SIDE LOADER)	17.03	17.81
O010	LEADHAND CLOSED CIRCUIT TV OPERATOR LOT & GARAGE TECHNICIAN METER TECHNICIAN TREE CLIMBER	17.40	18.20
O011	HEAD CARETAKER (PARKS) HEAD POUND ATTENDANT PARKS EQUIPMENT REPAIRER GRADE 2	17.48	18.28
O012	EXPERIENCED GARDENER HEAVY EQUIPMENT OPERATOR RECYCLING OPERATOR TRUCK DRIVER - FRONT END GARBAGE	17.62	18.43
O013	LEADHAND LEADHAND (MEL LASTMAN SQUARE) METER READER SEMI-SKILLED LABOURER (SIGN SHOP) WATERWORKS SERVICER GRADE 2	17.81	18.63

CITY UNIFORMED STAFF

The following sets out what is now being issued by way of uniform clothing to Meter Readers, Waterworks Servicers, Animal Control Officers and Parking Meter Attendants which is on a replacement basis with the right of the Employer to determine style and design, viz:

FINANCE DEPARTMENT - METER READERS

<u>Annual Issue</u>	<u>Quantity</u>
Long Black Ties	2
Short Sleeved Shirts (Spring Issue)	3
Long Sleeved Shirts (Fall Issue)	3
Shoe Allowance of \$60.00 per year payable the first week of July	

On Replacement

Summer Hat (optional)
Winter Hat (optional)
Summer Trousers
Winter Trousers
Tunic
Reefer

PUBLIC WORKS - WATERWORKS SERVICERS

<u>Annual Issue</u>	<u>Quantity</u>
Winter Shirts	3
Summer Shirts	3
Winter Trousers	1 pair
Summer Trousers	1 pair
Long Ties or Bow-Ties	2

<u>Every Two Years</u>	<u>Quantity</u>
Summer Jacket	1

On Replacement

Winter Jacket
Winter Cap
Summer Cap
Short Rubber Boots

LICENSE & BY-LAW ENFORCEMENT SECTION - ANIMAL CONTROL OFFICERS

<u>Annual Issue</u>	<u>Quantity</u>
Trousers	2 pair
Black Ties	3
Uniform Shirts (crested and lettered)	4
Coveralls	1 (effective September 30, 1991)

Every Two Years

Uniform Tunic (crested)	1
Winter Parka (crested)	1

On Replacement

Gloves (animal handling)
Shop Coat (crested)

TRANSPORTATION DEPARTMENT

Parking Meter Attendant

<u>Annual Issue</u>	<u>Quantity</u>
Summer Hat	1
Winter Hat	1
Long Black Ties	2
Long Sleeve Uniform Shirts	2
Perma Press Trousers - navy	2
Perma Press Jacket - navy	1

On Replacement

Parka - blue	1
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SCHEDULE "B"

PERSONAL ISSUES

PUBLIC WORKS DEPARTMENT

Annual Issue

2 pair perma press pants

2 uniform perma press shirts

All Semi-Skilled and Labourers

On replacement

1 rain cap

1 rubber raincoat

1 pair gloves

1 pair rubber gloves (as needed)

1 pair rubber boots (short)

Note: Rainwear issue to consist of short jacket and bib pants.

All Semi-skilled Labourers are issued with helmets. Hip rubber boots are issued to Semi-Skilled Labourers engaged in sewer and watermain work. Helmets and hip rubber boots are loaned from the stockroom to men temporarily in trenches.

Effective October 1st, 1991, Semi-Skilled Labourers engaged in the repair of watermain breaks during the winter months shall be provided with felt lined rubber boots.

Garage

On replacement

1 raincoat

1 pair gloves or mitts

Works Inspectors

On replacement

Effective September 30th, 1991 one crested winter parka, thereafter on a replacement basis.

PARKS DEPARTMENT

Annual issue

2 pair perma press pants

2 uniform perma press shirts

On replacement

1 pair rubber boots (short)

1 peak cap

1 pair gloves

Other

Rubber coats and leggings for snow blower when required.

Equipment Maintenance Section laundered coveralls on a weekly basis.

TRANSPORTATION DEPARTMENT

Handyman/woman

Annual Issue

2 pair perma press pants

2 uniform perma press shirts

TRANSPORTATION DEPARTMENT

Sign Shop Staff

2 smocks only

Sign and Pavement Marking Staff

Annual issue

2 pair white coveralls

On replacement

1 pair rubber boots (short)

1 pair gloves

Other

Safety helmets, fluorescent jackets and raincoats (as needed)

FINANCE DEPARTMENT

Stockkeepers

Annual Issue

2 pair perma press pants

2 uniform perma press shirts

GENERAL

Safety Footwear

Safety footwear shall be issued to all permanent Employees on a replacement basis.

The wearing of safety footwear shall be mandatory except with the approval of the Department Head.

Parkas

The City will supply at the discretion of the Department Head parkas for certain permanent Employees whose duties require them to work out of doors for the majority of their hours during the winter months.

The issue of parkas shall be on a replacement basis and the design and style of the parkas are to be the prerogative of the Employer. Parkas shall not be issued to Employees who already receive a winter coat issue.

That the Garage Mechanics and Garage Servicicers be issued with Parkas, the same type as issued other staff such issue to be on a replacement basis at the sole discretion of the Department Head.