

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

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH YORK

Hereinafter called the "Employer"

OF THE FIRST PART

- and -

THE NORTH YORK CIVIC EMPLOYEES' UNION,
LOCAL 94, CANADIAN UNION OF PUBLIC EMPLOYEES
(Clerical and Technical)

Hereinafter called the "Union"

OF THE SECOND PART

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all Employees who are subject to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the Employer and the Union hereby mutually COVENANT and AGREE as follows:

1. DEFINITIONS

- 1.1 For the purpose of this Agreement -
- 1.2 "Employer" shall mean the Corporation of the City of North York.
- 1.3 "Employee" shall mean a person employed on the permanent staff who occupies a position as set out in Schedule "A" attached hereto, as amended from time to time, save and except the staff of the Personnel Department.
- 1.4 Unit refers to the persons defined herein as Employees.
- 1.5 The Secretaries to all Department Heads shall be given the option of either remaining in the Union or being excluded and further, all future persons appointed as Secretaries to Department Heads after June 13, 1978 shall be excluded from the Union.

The Secretary to the Deputy Commissioner of Finance and Deputy Treasurer, and the Secretary to the Deputy Clerk shall be given the option of either remaining in the Union or being excluded, and further all future persons appointed to these positions after August 1st, 1989 shall be excluded from the Union.

The Secretary to the Deputy Solicitor shall be given the option of leaving the Bargaining Unit within thirty (30) days after ratification. In future, only the Secretary who is the replacement to the Secretary to the Deputy City Solicitor shall be excluded from the Bargaining Unit.

The Department Heads and/or Deputy Department Heads at this time are as follows:

Building Commissioner	Fire Chief
Clerk	Solicitor
Medical Officer of Health	Commissioner of Parks and Recreation
Commissioner of City Hall	Commissioner of Public Works
Building Services	Commissioner of Transportation
Commissioner of Planning	Commissioner of Finance and Treasurer
Commissioner of Property	Deputy Clerk
Deputy Commissioner of	Deputy City Solicitor
Finance & Deputy Treasurer	

- 1.6 "Pension Plan" shall mean the Municipality of Metropolitan Toronto Pension Plan to which the Employer subscribes, the Canada Pension Plan and, after the 1st day of July, 1968, insofar as those Employees are required to subscribe thereto, The Ontario Municipal Employees Retirement System Plan.

SOURCE	City
EFF.	91/01/01
TERM.	92/12/31
No. of EMPLOYEES	605
NOMERE D'EMPLOYES	li

344 - 3 1991

ended 9/1/03/CP

0712304

2. **RECOGNITION**

- 2.1 The Employer or anyone authorized to act on its behalf, recognizes the Union as the exclusive bargaining agent for collective bargaining purposes for all its Employees covered by this Agreement.

3. **UNION SECURITY AND DUES CHECK-OFF**

- 3.1 It shall be a continuous condition of employment with the Employer;
- 3.2 ^{1/3} that all present Employees who are members of the Union shall maintain their membership therein;
- 3.3 that all persons who may hereafter become Employees covered by this Agreement shall, on commencement of employment with the Employer, complete membership application forms supplied by the Union through the Commissioner of Human Resources which shall authorize dues deduction⁸ and which shall constitute membership in the Union for the purposes of this Agreement.
- 3.4 ^{2/1} All Employees shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. The Employer agrees to deduct from the pay of every Employee, and from new Employees on commencement of employment, and dues levied in accordance with the by-laws of the Union and to transmit the total amount of such deductions to the Treasurer of the Union not later than one week after making such deduction.
- 3.5 The Union recognizes that the Employer will not be held responsible for any claims with respect to the use of union dues deducted from Employees and remitted to the Union.

4. **DISCRIMINATION**

- 4.1 ^{1/1} 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 within the Union.
- 4.2 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.

5. **MANAGEMENT RIGHTS**

- 5.1 The Union acknowledges 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:
- 5.2 maintain order, discipline and efficiency;
- 5.3 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;
- 5.4 generally to manage the operation and undertakings of the Employer and without restricting the generality of the foregoing to select, install and require operation of any equipment, plant and machinery which the Employer in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer;

5.5 decide on the number of Employees needed by the Employer for the efficient operation of any item of equipment or plant and for the carrying out of any undertaking by the Employer.

6.1 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 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.

HEALTH AND SAFETY COMMITTEE

6.2 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.

6.3 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).

6.4 All accidents shall be reported immediately.

7. WORKING HOURS

7.1 Daily working hours for the Employees of the Employer coming within the Union shall be either from:

- (a) 8:00 o'clock a.m. to 4:00 o'clock p.m.
- (b) 8:30 o'clock a.m. to 4:30 o'clock p.m.
- (c) 9:00 o'clock a.m. to 5:00 o'clock p.m. or having regard to the nature of the work to be performed.

7.2 The work week shall be five (5) days, Monday, through Friday, one hour for lunch, a forenoon break of 15 minutes and an afternoon break of 10 minutes.

7.3 Any other schedule shall be a negotiable point between the Department Head, Commissioner of Human Resources and the Union.

7.4 When a member of the Inspectional Staff of the Health Department is scheduled for standby duty on Saturdays, Sundays and Statutory or declared holidays, he/she shall be reimbursed as follows:

- (a) \$6.50 per diem for each day on standby duty;
- (b) in addition he/she shall be paid a minimum of two (2) hours at time and one-half or for the hours worked, whichever is the greater;
- (c) work on a Statutory Holiday shall be governed by the Article dealing with overtime.
- (d) Time and mileage to begin and finish from the nearest City boundary limit.

- 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 afternoon or night shifts, 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.

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.

8. OVERTIME

- 8.1 Each Employee of the Employer coming within the Union whose work week consists of 5 days shall be paid by the Employer at the rate of time and one-half for all time worked by such Employee at the request of the Department Head, or official in charge, in excess of his or her scheduled working hours and on any day in any calendar week other than on his or her working days for such week, provided that such time worked is one-half (1/2) hour or more. In the alternative the Employee may take equivalent time off at a time to be mutually agreed upon between the Employee and the Department Head.

- 8.2 When an Employee is called in and is required to work outside his/her regular working hours, such Employee shall be paid for two (2) hours work at the time and one-half rate or for the hours worked, whichever is the 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 on 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.

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.

- 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.

9. RATE OF PAY AND ANNIVERSARY DATE

9.1 The rates of pay as variously set forth in Schedule "A" hereto shall be paid to all Employees covered by this Agreement. All increases shall become effective on the Anniversary Date.

9.2 For the purposes of this Section, the Anniversary Date shall mean as defined in an extract from the minutes of the meeting of Council held January 26, 1956, namely:

(i) That all staff members on the strength prior to the April 1, 1955, be granted an anniversary date on January 1st, for the purpose of determining salary increments.

(ii) That Employees coming on staff on and after April 1, 1955, be eligible for salary increments, if any approved, on the anniversary date of their employment or at the date of change in salary group or rating, for those who are so affected. Where an Employee's increment is withheld, the Employee shall be provided the reasons therefore in writing.

10. PAYMENT OF WAGES

10.1 The Employees shall receive their salaries every two weeks by cheque to be accompanied by a stub showing a breakdown of salary and any deductions therefrom. All employees appointed to the service of the Corporation after July 1st, 1991 shall be paid by Direct Deposit.

10.2 When an Employee substitutes for any position classification for one (1) day or more during the absence of another Employee or performs, substantially, the duties of another position classification, such Employee shall receive the rate of pay for such position classification or his regular rate, whichever is greater.

10.3 If an Employee works the day before and the day after a statutory or declared holiday or authorized leave of absence in a superior related position the higher rate of pay will apply.

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

10.5 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.

11. CUMULATIVE SICK PAY CREDIT

11.1 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. 23
18997

11.2 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.

11.3 A month of "unbroken" service shall be one where the Employee is employed on all his scheduled working days in the month. The following absences from work during the month will not constitute a break in service for the purpose of Sick Pay Credits:

- (i) annual vacation;
- (ii) statutory and special holidays;
- (iii) leave of absence with pay;
- (iv) leave of absence without pay for 2 days or less;
- (v) illness where sick pay credits are available;
- (vi) absence due to injuries suffered while on duty which has been adjudged a Workers' Compensation case and where sick pay credits are available;
- (vii) lost time due to weather conditions.

- 11.4 Where an Employee is absent on account of illness and his cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he was so absent.
- 11.5 Statutory and special holidays and regular "days off" shall not form part of the illness period.
- 11.6 An Employee shall not be entitled to sick pay in advance of any credit he may earn in the current month, such credit becomes available only on and after the first day of the following month.
- 11.7 Whenever in any month an Employee's days of illness exceed his 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.
- 11.8 When an Employee is given leave of absence without pay for more than two (2) days for any reason, 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 except as may be otherwise approved and authorized by the Personnel Committee, but shall retain his cumulative credit if any, existing at the time of such leave.
- 11.9 The number of days or parts of days for which an Employee received "sick pay" shall be deducted from his Cumulative Sick Pay Credit.
- 11.10 Sick leave means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 11.11 (i) An Employee absent for more than three (3) consecutive working days shall furnish a doctor's certificate covering the nature and duration of the illness and, in addition thereto, shall be required, in each 30 day period, following the three day period, to submit a like certificate covering the nature and duration of such illness. The aforementioned medical certificate will not be deemed a proper certificate unless it contains the nature and duration of the illness.
- (ii) The Employer reserves the right in any case of absence on account of illness, to request such of its officials as it deems proper 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,
- (iii) If a doctor's certificate is not submitted within seven working days of when required as set out in 11.11.(i) and 11.11.(ii) a deduction will be made to recover from the Employee such monies paid for the period of such absence on account of illness.
- 11.12 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.
- 11.13 Employees in receipt of compensation insurance come under sick leave regulations and are to receive wages or salary in addition to insurance monies up to the amount of their regular pay so long as they have any unused cumulative sick pay credit.
- 11.14 Upon termination of the employment with the Employer there shall be paid to:
- (i) an Employee who retires or is retired on pension;
- (ii) an Employee who resigns;
- (iii) one or more dependents who have been designated in writing by the Employee to the Employer, 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 salary or other remuneration for the period set forth in Column 2 of the schedule contained herein, corresponding to the service requirements set forth in Column 1 thereof.

76
E

11.15 The following is the schedule hereinbefore mentioned:

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 would have received if he 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 1, 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 31, 1958, other than reserve days, shall not be used.

11.16 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 Employer 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 has authorized a payment to be made, and in an amount as determined by Council. The decision of Council shall be binding and final.

12. STATUTORY HOLIDAYS

12.1 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

+1
53
110

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

12.2 Employees who are required to, or are requested to work, on Statutory Holidays shall be paid at the rate of time and one-half for all time worked by such Employees and shall be entitled to receive an equivalent time off at a time to be mutually agreed upon between the Employee and the Department Head, provided that such time off does not exceed more than the equivalent of one day.

12.3 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.

12.4 When any statutory holiday falls on an Employee's scheduled day off, such Employee shall receive another day off, with pay, at a time mutually agreed upon between the Employee and the Department Head.

12.5 In each calendar year an Employee who has completed the three month probationary period as set out in Article 24.5 shall be entitled to receive one additional day holiday with pay to be taken at a time mutually agreed upon between the Employee and the Department Head.

12.6 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.

13. VACATIONS

13.1 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.

13.2 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>54</u> 02-03 09-04 17-05		<u>Column 1</u>	<u>Column 2</u>
		2 years	3 weeks
		9 years	4 weeks
		17 years	5 weeks
		23 years	6 weeks
		<u>9/01-9/84</u> <u>23-06</u>	
<u>Effective July 1st, 1991</u>		<u>Effective July 1st, 1992</u>	
<u>Column 1</u>	<u>column 2</u>	<u>column 1</u>	<u>Column 2</u>
2 years	3 weeks	2 years	3 weeks
9 years	4 weeks	9 years	4 weeks
17 years	5 weeks	17 years	5 weeks
22 years	6 weeks	22 years	6 weeks
<u>9107</u> <u>22-06</u>		30 years	1 extra week
			at 30 years only
			on a one time
			basis

13.3 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 two weeks only may be taken during the months of July and August, unless otherwise mutually agreed upon between the Employee and the Department Head.

13.4 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.

13.5 Employees terminating their services after September 1st in any year will be paid vacation time on the above basis. Employees terminating their services prior to completing the probationary period will receive payment for vacation credits in accordance with the Employment Standards Act.

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

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

14. CASUAL EMPLOYEES

14.1 Casual Employees shall not, without mutual consent of both Parties to this Agreement, be employed for a period of more than six (6) months in any twelve (12) months. It is the responsibility of the Employer to review all such cases prior to the termination of the said period and either appoint the Casual Employee to the permanent staff or separate him/her from employment on or before the termination of the said period. Notwithstanding the foregoing, the Employer may, when the Employer deems it desirable, utilize not more than eight (8) Employees beyond the six month period referred to above. The eight such Employees referred to herein shall not be used to cover off a permanent vacancy in any department in excess of the six (6) month period. The Corporation shall provide the Union with a monthly list identifying the group of eight (8) casual Employees who are on extension beyond six (6) months.

- 14.1.2 It is understood that the Employer may, when the Employer deems it necessary, utilize Casual Employees beyond the six month term' outlined in Article 14.1 to cover for those who are off on approved Pregnancy and Parental Leaves. Casuals used for those purposes shall not form part of the group of eight (8) employees referred to in Article 14.1. The Corporation shall provide the Union with a monthly list identifying those Casual Employees who are on extension beyond six (6) months as a result of covering for those on Pregnancy and Parental Leaves.
- 14.2 Casual help shall not be eligible to participate in the pension plan, group insurance plan, sick pay plan nor have any portion of premiums paid by the Employer with respect to any prepaid plan of hospitalization, surgical, dental or medical benefits.
- 14.3 Casual Employees shall, in lieu of holidays, receive "Vacation Pay" as described in the Employment Standards Act.
- 14.4 Casual Employees shall receive overtime rates on the terms and conditions set out in Article 8.1 and 8.2 of this Agreement.
- 14.5 Casual Employees shall be entitled to be paid for Statutory Holidays on the terms and conditions as set out in Article 12.1 and 12.3 of this Agreement.
- 14.6 Casual Employees shall have access to the Grievance Procedure only with respect to those benefits referred to in this Article and it is understood that a discharge or separation of a casual Employee may not be the subject of a grievance.
- 14.7 Casual Employees shall receive only the benefits specifically referred to in this Article and that any reference to "Employee" outside of this Article shall not be applicable to casual Employees.
- 14.8 Casual Employees shall be required to pay union dues provided that such casual employment exceeds one (1) month.
- 14.9 The rates of pay set out in Schedule "A" in this Agreement shall apply to those casual Employees who are required to pay Union Dues.
- 14.10 In the event that a casual Employee is appointed to the permanent staff without a break in service, such Employees shall, for the purpose of seniority, vacation and sick pay benefits have his/her seniority made retroactive to the commencement of the employment.
- 14.11 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.
- 14.12 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 vacations, shall be retroactive to the date first hired as a Casual Employee.

15. SERVICE AS JUROR OR WITNESS

- 15.1 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 kilometrage 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 said Commissioner and shall pay such moneys to the Employer. If an Employee does not agree as aforesaid or refuses to pay to the Employer the moneys received for the period of service, he shall forfeit that part of his salary or wage for the period he was absent from duty.

16. LEAVE OF ABSENCE

63.1
16.1 Members of the Union who are delegated to do so, may attend conventions or conferences dealing with Union matters, and will be given leave of absence without pay and without loss of any privileges, provided however, that in any one year the maximum days of absence for all delegates shall not exceed ninety (90) days. The Union where possible will advise the Employer of the conventions or conferences to which it proposes to send delegates, the tentative dates and the number of Employees involved, as soon as possible and, in any event, at least three (3) weeks prior to the dates of which leave is required. In every instance an application shall be made by the Secretary of the Union to the Commissioner of Human Resources. The Union recognizes that such leave will not be permitted where the efficiency of the Department is detrimentally affected, however, such leave of absence will not be unreasonably denied. 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.

16.2 If an Employee is elected 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)

63.5
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.

The Employee(s) shall retain all benefits contained in the Collective Agreement, and further shall accrue seniority. The Employer shall deduct all costs (i.e.) 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 for up to two consecutive two year 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.

63.1
16.3 If any Employee is elected to a 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 16.2.

16.4 Council shall determine the rights of the Employee8 referred to in Section 16.2(b) and 16.3, as to seniority, pension, sick pay credits, group life insurance, health and dental coverage, and vacations, etc. and no person shall absent himself until approval has been granted.

63.2
16.5 Employees who have been designated by the Union to represent the interest of Employees in any 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.

1 Upon written application from an Employee, leave of absence with or without pay, may be granted at the discretion of the Department Head and Commissioner of Human Resources to allow Employees' time to write examinations to improve qualifications in the service of the Employer.

16.7 An Employee who is required to attend a sitting of the Citizenship Court during his or her normal working hours for the purpose of obtaining his or her Canadian Citizenship shall, on one occasion only, be granted one (1) day leave of absence with pay.

16.8 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. The Employee shall not accrue seniority during this absence. An Employee shall be entitled to such leave on one occasion only.

62, B
3

16.9 PREGNANCY, PARENTAL AND ADOPTION LEAVE

16.9.1 (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 16.8.5 (1);

(c) "pregnancy leave" means a leave of absence under Article 16.8.2 (1);

16.9.2 (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.

(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.

16.9.3 (1) Subarticle 16.8.2(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.

- 16.9.4 ^{581a} (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (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.
- 16.9.5 (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.
- 16.9.6 (1) ~~Subarticle 16.8.5(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.
- 16.9.7 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.
- 16.9.8 (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.

- 16.9.9 (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.
- (4) Seniority continues to accrue during pregnancy leave or parental leave. *5-6/2*
- (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.
- 16.9.10 (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.
- 16.9.11 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.
- 16.9.12 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.

17. **BEREAVEMENT LEAVE**

- 17.1 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 or her immediate family; and one day in the case of his or her other relatives. *63/1*

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.

- 17.2 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.
- 17.3 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.

- 17.3.1 Effective April 1, 1987, leave of absence with regular pay will be granted to an Employee for one day in the case of the death of his or her grandchild. Effective January 1, 1988, the one day leave of absence in the case of a death of an Employee's grandchild will increase to two consecutive days.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 Such Bereavement Leave of Absence shall not constitute a break in service.

2/7

from the commencement date a proof of age document satisfactory to the Pension Committee.

19. **RETIREMENT**

- 19.1 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.

20. **HOSPITAL. SURGICAL AND MEDICAL BENEFITS AND LONG TERM DISABILITY**

- 20.1 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 July 1st, 1987, the \$50.00 eyeglass benefit will increase to \$100.00 once per two year period. Effective January 1st, 1990 coverage will increase to \$125.00 per two (2) year period. Effective July 1st, 1991 coverage will increase to \$165.00 every-two year period. The Employer agrees to pay 100% of the premiums for such plans.
- 20.1G 100* *20.1K 100*

- 20.1.1 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:

- 20.1K 100*
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.

- 20.2 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.

- $$\begin{array}{r} 9107 \\ - 15 \\ \hline 75 \\ 875400 \end{array}$$

$$\begin{array}{r} 9101 \\ 75 \\ \hline 8753500 \end{array}$$
- 20.3 The Employer agrees to pay 100% of the premiums for a Long Term Disability Plan which was implemented as of the 22nd day of May, 1974. The City will determine the Carrier. The benefit level of the Plan to be 75% of basic salary to a maximum of \$3,500.00 per month for disability claims arising on or after January 1, 1988. The benefit level of the Plan to be 75% of basic salary to a maximum of \$4,000.00 per month for disability arising on or after July 1st, 1991.
- 20.4 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 four consecutive full pay periods provided that the Employee shall continue to pay his or her share of the normally shared benefits.
- 20.5 Following the aforementioned four consecutive full pay periods the Employer will continue to remit its portion of premiums where applicable for Employees on "no-pay status" for a further three consecutive periods with respect to O.H.I.P., Semi-private Hospitalization and Comprehensive Medical Insurance only.
- 20.6 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.
- 20.7 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 or 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 \$10,000.00 shall be paid 25% by the Corporation and 75% by the Union. Effective January 1st, 1992 benefits shall be paid on a 50/50 basis by the Union and the Corporation.
- 20.8 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 or she shall then be deleted from the "Holding Unit" and separated as being retired on pension.
- 20.9 When an Employee is transferred to the "Special Holding Unit" the benefits provided shall be as set out above and there shall not be any accrual of seniority for the purpose of benefits contained in the Collective Agreement.
- 20.10 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 regular duties because of injury, occupational disease, advancing years or disability, such Employee may be given preference for any available position for which he 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.

21. **GROUP LIFE INSURANCE**

- 21.1 Employees may participate in the Group Life Insurance Plan to which the Employer subscribes. Employees hired on or after January 1, 1971 shall be required to participate in the Plan. *29.6*
050
- 21.2 The Employer agrees to contribute fifty per cent (50%) of the total premium paid for each Employee who subscribes to said plan or any amendment thereof.
- 21.3 The Employer and the Union agree to share on a 50-50 basis the cost of premiums for Group Insurance for former Employees who have retired on pension prior to April 30, 1984. Effective April 30, 1984, the cost of \$10,000.00 in 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.

22. **DENTAL PLAN**

- 22.1 Effective January 1, 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 July 1st, 1989 the 1989 O.D.A. Schedule of Fees shall apply. Effective July 1st, 1990 the 1990 O.D.A. Schedule of Fees shall apply. 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.
- 29.6*
11/2

23. **VACANCIES AND NEW POSITIONS**

- 23.1 Vacancies on the permanent establishment of strength of the various departments within the jurisdiction of the Union shall be advertised by posting a notice signed by the Commissioner of Human Resources, of such vacancy in a conspicuous place in the Municipal Building and all branches thereof designated in writing by the Union for a period of seven (7) working days.
- 23.2 Such vacancy shall be filled in accordance with qualifications and seniority. If a vacancy is advertised, as set out in Article 23.1 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.
- 23.3 If after five (5) days, no satisfactory application has been received from the Members of the Union, such vacancy may be advertised elsewhere as determined by the Commissioner of Human Resources.
- 23.4 Employees submitting application for advertised positions which are contained in the same wage code as 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.
- 23.5 It is agreed that the positions in Wage Code 1 and 2 as set forth in Schedule "A" hereto need not be advertised as set out above.
- 23.6 With respect to the position classifications as set forth in Schedule "A" hereto of, Clerk Stenographer Grade 1 and Clerk Typist, an eligibility list will be prepared in the months of January, April, July and October in each year and any vacancy in such positions shall be filled from such list without advertising by posting as required by Section 23.1. In the event there are no eligible applicants available, such vacancy may be advertised as required by Section 23.3.
- 29.6*
11/2

23.7 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 or salary 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. 16/21

24. SENIORITY

24.1 Calculation of Seniority

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.

24.2 Department Seniority Lists

The Employer will post a list in each department in January of each year showing the roster of all permanent staff covered by the Union in the particular department together with the date each Employee in that department was appointed to the permanent service of the Employer. Any Employee may request through his or her Department Head information relative to seniority. The Union will be supplied with a copy of all the departmental lists so posted.

24.3 Seniority During Absence

An Employee shall not lose his seniority rights by reason of -

- (i) - absence on account of illness while in receipt of sick pay credits subject to Section 11.11(i);
- (ii) absence on account of illness where sick pay credits have been exhausted, subject to Section 11.8 and 11.11(i) and further, that such illness without sick pay credits does not exceed a period of one year from the time such credits have been exhausted;
- (iii) absence on account of an accident which is adjudged a Workers' Compensation Case;
- (iv) service in Her Majesty's Forces during a time of war or during a national emergency provided the Employee returns to the employ of the Employer within 90 days after an honourable discharge;
- (v) authorized leave of absence.

24.4 Transfer to Position Outside the Union

Employees promoted or transferred to positions outside this 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.

24.5 Probationary Employees

4/10
All Employees occupying positions as set out in Schedule "A" who are appointed to the permanent service shall serve a probationary period of three (3) months. The employment of such Employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. On completion of the probationary period they shall be placed on the departmental seniority lists.

24.6 Lay-Off and Rehiring Procedure

27
C-D
In the event of a lay-off due to lack of work or where the position has been declared redundant or in the event of rehires the Employer shall take into consideration ability to perform the duties, classifications and Employee's seniority.

25. PROMOTION

25.1 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 or she received immediately prior to the promotion.

26. DEMOTION

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

27. TECHNOLOGICAL CHANGES AND JOB SECURITY

27.1 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.

27.2 If and when the Corporation should alter the work method 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.

27.3 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.

28. REPRIMAND

28.1 If a Department Head or his/her designate feels that it is necessary to reprimand an Employee, he shall reprimand such Employee in private and the Employee shall have the right to Union Representation.

28.2 Where a reprimand will result in a memorandum being sent to the Employee which would become part of his or her employment history, the Employee may at his or her option, be accompanied by a Union Representative.

28.3 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 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.

29. WORKERS' COMPENSATION

29.1 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 regular pay, so long as he has any unused accumulated sick pay credits; provided that there shall not be further deduction from such sick leave credits on the balance thereof, for the time off duty in excess of three (3) months from the commencement date of such accident or occupational illness; provided further than 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 in addition to the compensation so that no portion of his/her accumulated sick pay credits is used.

30. NEW EMPLOYEES

- 30.1 The Employer agrees to acquaint new permanent Employees with the fact that a Collective Agreement between the Employer and the Union is in effect.
- 30.2 Newly appointed permanent Employees shall be presented with a copy of the Collective Agreement on their appointment to the permanent service.

31. GRIEVANCE PROCEDURE

- 31.1 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.

31.2 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 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.

31.3 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 decision in respect to the grievance within ten (10) working days of the said meeting.

31.4 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.

- 31.5 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.

32. **FAILURE TO REPORT FOR WORK**

- 32.1 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 if reasons satisfactory to the Employer are provided within five (5) working days following the separation of such Employee from employment.

33. **TERMINATION AND AMENDMENT**

- 33.1 This Agreement shall be effective from January 1st, 1991, and shall continue in full force and effect until December 31st, 1992 and it shall automatically renew itself 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."

34. **NEGOTIATIONS**

- 34.1 It is mutually understood by both Parties that negotiations with respect to a subsequent contract, or any amendments thereof, will commence as soon as possible after the receipt of notice by either Party and will continue without interruption until a new agreement is completed.

35. **STRIKE. ETC.. AND LOCKOUT**

- 35.1 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,

- 35.2 Notwithstanding Section 35.1 hereof, 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 shall have the right to respect such picket lines, and the Union agrees that it will not take any action against any of its members who do not respect such picket lines.

- 35.3 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.

36. **AUTOMOBILE REIMBURSEMENT**

- 36.1 Whenever, during any calendar year, an Employee is authorized to use his or her automobile on business of the Employer, the Employer shall pay to such Employee, effective January 1, 1989, kilometerage at the rate of Thirty-One cents (31c) per kilometre travelled on said business of the City. Effective July 1st, 1990, the rate shall be Thirty-Two cents (32c) per kilometre. Effective January 1st, 1991 increase from 32c per kilometre to 36c per kilometre. Effective January 1st, 1992 increase from 36c per kilometre to 37c per kilometre.

- 36.2 Employees who have been designated by the Department Head to have their automobile available for use by the City shall be paid for each month whilst so designated a minimum guarantee of \$30.00 per month inclusive of the payment for all such kilometres used, effective January 1, 1986. Effective July 1st, 1989 the \$30.00 monthly shall increase to \$35.00 per month. Effective July 1st, 1990 the \$35.00 per month shall increase to \$40.00 month. Effective January 1st, 1991 increase the flat rate of \$40.00 per month shall increase to \$44.00 per month.

37. CLOTHING

37.1 The Employer shall provide on a replacement basis a winter parka for use by members of the Survey Crew whose duties require them to work outdoors.

38. GENERAL

38.1 The Employer and the Union or anyone authorized to act on their behalf, shall not require any member to make any written or verbal agreement which shall be at variance with the terms of this Agreement.

38.2 The Secretary of the Union shall be notified in writing of all transactions of Council that affect the Members of the Union.

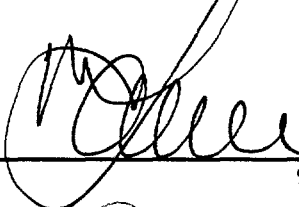
38.3 Appendix One shall be read in conjunction with this Agreement insofar as School Health Assistants are concerned.

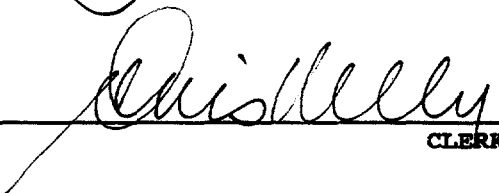
38.4 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used wherever the context so requires.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals by the hands of the respective 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

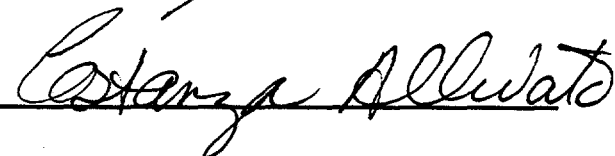

TREASURER

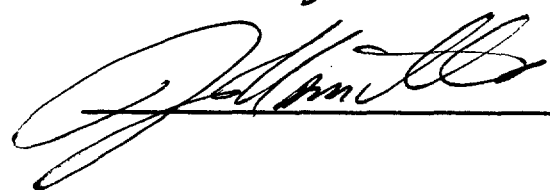

CLERK



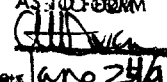
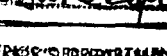
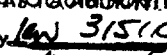
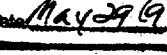
THE NORTH YORK CIVIC EMPLOYEES' UNION
LOCAL 94, CANADIAN UNION OF PUBLIC
EMPLOYEES, (CLERICAL AND TECHNICAL
AGREEMENT)

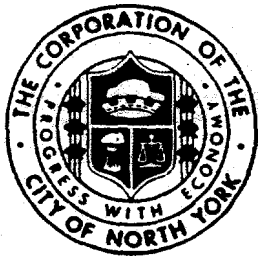

PRESIDENT







CITY OF NORTH YORK
APPROVED
AS TO TERMS
By: 
Dept: 
LEGAL DEPARTMENT
AS TO FORM
By: 
Date: 
CLERK'S DEPARTMENT
AS TO AUTHORITY
By: 
Date: 



CITY OF NORTH YORK

5100 YONGE STREET

NORTH YORK
ONTARIO
M2N 5V7

Telephone (416) 224-

Fax (416) 224-2985

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

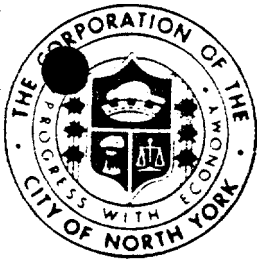
Dear Mr. Cochrane:

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,


W. Wayne 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: CLERICAL AND TECHNICAL AGREEMENT 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 essential functions of the higher position will be applied in the allocation of staff to perform superior duties in accordance with Article 10. 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 essential 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.

2. 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).

3. 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.

4. Recreation Assistants Grade I and II } Parks and Recreation
Concession Services Assistants } Department

Notwithstanding Article 7.5 all Recreation Assistants Grade I and II and Concession Services Assistants, excluding those noted below, shall be compensated for flexible hours worked evenings and week-ends as follows:

Recreation Assistant Grade I - 4 lieu days per year
Concession Services Assistant

Recreation Assistant Grade II - 3 lieu days per year

Recreation Assistants Grade I and II whose daily working hours are either:

- (a) 8:00 o'clock a.m. to 4:00 o'clock p.m.
- (b) 8:30 o'clock a.m. to 4:30 o'clock p.m.
- (c) 9:00 o'clock a.m. to 5:00 o'clock p.m.

with no flexible hours scheduling shall be excluded from this lieu day compensation.

The above lieu days shall be taken within the calendar year at a time mutually agreed upon with the Department Head or designate. This process is effective immediately upon signing of the Memorandum of Agreement.

5. Contracting Out

5/ 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.

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. ...3/

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.

Yours truly,



W. Lorne Andrews,
COMMISSIONER OF HUMAN RESOURCES

APPENDIX I

To a Collective Agreement between the Corporation of the City of North York and the North York Civic Employees' Union, Local 94, (Canadian Union of Public Employees), (School Health Assistants) dated May 16th, 1991.

SPECIAL PROVISIONS WITH RESPECT TO SCHOOL HEALTH ASSISTANTS

The provision of the Collective Agreement herein shall apply to the School Health Assistants save and excepting as modified as follows:

1. Wherever the words "Schedule A" appear in the Collective Agreement it should be deemed, for the purposes of this Appendix, to mean the School Health Assistants.

2. Article 7 - Working Hours

Shall mean the normal school hours in any day to a maximum normal working week of 35 hours.

3. Article 9 - Rate of Pay and Anniversary Date

The following shall be the rates of pay for School Health Assistants:

<u>Wage</u> <u>Class</u>	<u>Position</u>	<u>Step</u>	<u>Jan. 1/91</u>	<u>Jan. 1/92</u>
481	School Health Assistant	start	\$543.75	\$568.76
		6 months	\$562.77	\$588.66
		2nd year	\$581.71	\$608.47
	-	3rd year	\$610.10	\$638.16
		Maximum	\$622.71	\$651.35

4. Article 11 - Cumulative Sick Pay Credit

Sick Pay Credits shall not accumulate during the months of July and August. The months of June and September shall be considered unbroken months of service if the Employee works all the school days in such respective months other than where on authorized leave.

5. Article 12 - Statutory Holidays

Shall not include Dominion Day or Civic Holidays and, with respect to Article 12.5, Labour Day shall be taken in lieu of the day provided in that clause.

6. Article 13 - Vacations

Vacation Entitlement shall be 10/12ths of the entitlement provided therein and such vacation shall be taken during the Christmas break, the mid-winter break, and the balance if any may be taken at a time mutually agreed to. Any unused balance shall be adjusted by payment at the end of the school term in lieu of vacation.

June 4th. 1991

SCHEDULE 'A' - LOCAL 94 INSIDE AGREEMENT

Effective January 1st. 1991

57A
1

SALARY GRADE	POSITION DESCRIPTION	STEP	1991 SALARY (4.8%)	1992 SALARY (4.6%)
1001	CLERK GENERAL GRADE 1	1	408.07	426.84
		2	421.24	440.62
		3	434.47	454.45
		4	450.32	471.03
		5	466.98	488.46
1002	CLERK GENERAL GRADE 2	1	473.31	495.08
		2	480.53	502.63
		3	495.09	517.86
		4	509.62	533.06
		5	531.42	555.87
1003	AUDIO VISUAL CLERK	1	498.21	521.13
	CLEANER	2	512.81	536.40
	CLERK STENOGRAPHER GRADE 1	3	535.14	559.76
	CLERK TYPIST	4	556.49	582.09
	CLERK TYPIST & RELIEF SWITCHBOARD OPERATOR			
	DATAENTRYOPERATOR			
	DICTA TYPIST			
	FIELD CLERK (HEALTH)			
	RODPERSON			
	TOUR GUIDE			
1004	CLERK GENERAL GRADE 3	1	<i>Base</i> 502.41	525.52
	JUNIOR GRAPHICS OPERATOR	2	517.00	540.78
		3	538.75	563.53
		4	560.68	586.47
1005	JUNIOR DRAFTING TECHNICIAN	1	529.92	554.30
	PAYROLL CLERK GRADE 1	2	544.51	569.56
		3	566.26	592.31
		4	588.19	615.25
1006	CLERK GENERAL GRADE 4	1	524.99	549.14
	CLERK TYPIST & RELIEF CASHIER	2	546.64	571.79
	FINAL BILLING CLERK	3	575.86	602.35
	PURCHASING CLERK	4	604.83	632.65
	REVENUE CLERK (PARKS & RECREATION) SWITCHBOARD OPERATOR			
1007	CLERK STENOGRAPHER GRADE 2	1	569.70	595.91
	ENQUIRY COUNTER CLERK	2	583.90	610.76
		3	598.08	625.59
		4	619.37	647.86
1008	ACCOUNTING ASSISTANT GRADE 1	1	571.68	597.98
	CLERK CASHIER	2	586.60	613.58
	DATA ENTRY SUPERVISOR	3	604.63	632.44
	JUNIOR COMPUTER OPERATOR	4	633.60	662.75
	SECRETARY GRADE 1			
1009	CLERK GENERAL GRADE 5	1	556.97	582.59
	COUNTER CLERK - SIGNS	2	578.74	605.36
	AQUATIC PROGRAMMER	3	607.79	635.75
	SENIOR GRAPHICS OPERATOR	4	645.09	674.76
	SENIOR DENTAL CLERK & ASSISTANT			
	STOCK RECORDS CLERK (GARAGE)			
1010	SENIOR ROD PERSON	1	603.02	630.76
		2	617.62	646.03
		3	639.35	668.76
		4	661.29	691.71

SCHEDULE 'A' - LOCAL 94 INSIDE AGREEMENT

Effective January 1st, 1991

<u>SALARY GRADE</u>	<u>POSITION DESCRIPTION</u>	<u>STEP</u>	<u>1991 SALARY (4.8%)</u>	<u>1992 SAURY (4.6%)</u>
I011	JUNIOR BUYER	1	592.43	619.68
	JUNIOR INSTRUMENTPERSON	2	614.07	642.32
	MICROFILM TECHNICIAN	3	644.29	673.93
	PAYROLL CLERK GRADE 2	4	677.80	708.98
I012	BOULEVARD PARKING INSPECTOR	1	591.85	619.08
	CLERK GENERAL GRADE 6	2	613.48	641.70
	COST DETAIL CLERK	3	643.66	673.27
	PERSONAL COMPUTER TRAINER	4	689.44	721.15
I013	CIVIL TECHNOLOGIST GRADE 1	1	607.71	635.66
	INTERMEDIATE DRAFTING TECHNICIAN	2	629.33	658.28
	INTERMEDIATE INSTRUMENTPERSON	3	659.53	689.87
	PLAN EXAMINER GRADE 1	4	705.30	737.74
	PLANNING TECHNICIAN GRADE 1			
I014	LANDSCAPE TECHNOLOGIST GRADE 1			
	CLERK - ELECTIONS & ADMINISTRATION	1	617.00	645.38
	CLERK - ELECTIONS & ASSESSMENTS	2	639.99	669.43
	CLERK - LEGISLATION & ADMINISTRATION	3	670.46	701.30
	CLERK - SUBDIVISION AGREEMENTS	4	716.27	749.22
I015	CLERK - SUBDIVISION SECTION			
	ASSISTANT CURATOR	1	624.47	653.20
	RECREATION ASSISTANT GRADE 1	2	646.10	675.82
	SECRETARY GRADE 2	3	676.30	707.41
I016		4	722.07	755.29
	ACCOUNTING ASSISTANT GRADE 2	1	636.00	665.26
	SENIOR PRINT SECTION CLERK	2	657.63	687.88
		3	687.82	719.46
I017		4	733.60	767.35
	GARBAGE INVESTIGATOR	1	656.81	687.02
	INFORMATION CENTRE ANALYST	2	678.44	709.65
	PROJECT CONTROL CLERK	3	708.64	741.24
I018	SENIOR INPUT/OUTPUT CONTROL CLERK	4	754.41	789.11
	ARCHITECTURAL HISTORIAN	1	665.03	695.62
	ASSISTANT OFFICER SUPERVISOR	2	695.45	727.44
	BENEFITS CLERK	3	733.54	767.28
I019	HERITAGE CLERK	4	771.73	807.23
	INVENTORY CONTROL CLERK			
	LIBRARY TECHNICIAN			
	SCHOOL MISTRESS/MASTER			
I020	SENIOR COMPUTER OPERATOR			
	TITLE SEARCHER			
	ARCHITECTURAL TECHNICIAN GRADE 2	1	685.94	717.49
	CHIEF TAX CLERK	2	708.93	741.54
I020	CLAIMS CLERK	3	744.08	778.31
	CLERK - LEGAL ADMINISTRATION	4	785.20	821.32
	CONSTRUCTION CONTRACT CLERK			
	REAL ESTATE CLERK			
I020	TRAFFIC ACCOUNTS CLERK			
	BUYER	1	689.59	721.31
	SENIOR PAY CLERK	2	720.20	753.33
		3	758.29	793.17
		4	796.48	833.12

SCHEDULE 'A' - LOCAL 94 INSIDE AGREEMENT

Effective January 1st, 1991

<u>SALARY GRADE</u>	<u>POSITION DESCRIPTION</u>	<u>STEP</u>	<u>1991 SALARY (4.8%)</u>	<u>1992 SALARY (4.6%)</u>
1021	ASSISTANT SUPERVISOR - ELECTIONS& REVISIONS	1	701.79	734.07
	CHIEF CASHIER	2	739.88	773.91
	CONCESSION SERVICES ASSISTANT	3	778.07	813.86
	SECRETARY GRADE 2 AND RECORDING SECRETARY - PLANNING BOARD	4	808.59	845.79
	SENIOR PARKS CLERK			
1022	BILLING SUPERVISOR - WATER REVENUE	1	707.41	739.95
	CUSTOMER ACCOUNTS CLERK	2	743.03	777.21
	LOTTERY LICENCE ISSUER	3	782.86	818.87
	SENIOR DRAFTING TECHNICIAN	4	814.30	851.76
	TAX SUPERVISOR			
1023	ACCOUNTING ASSISTANT GRADE 3	1	717.89	750.91
	CIVIL TECHNOLOGIST GRADE 2	2	748.50	782.93
	LANDSCAPE TECHNOLOGIST GRADE 2	3	786.60	822.78
	SENIOR INSTRUMENT PERSON	4	824.78	862.72
	COMMUNITY OUTREACH WORKER			
1024	ARCHITECTURAL TECHNOLOGIST GRADE 1	1	738.71	772.69
	ARTS ASSISTANT	2	760.36	795.34
	FACILITY CO-ORDINATOR (MEL LASTMAN SQUARE)	3	790.54	826.90
	GRANTS CO-ORDINATOR	4	836.30	874.77
	PLANNING TECHNICIAN GRADE 2			
	RECREATION ASSISTANT GRADE 2			
	SIGN INSPECTOR			
	ZONING EXAMINER GRADE 1			
1025	CONSTRUCTION EXAMINER GRADE 2	1	760.20	795.17
	MECHANICAL EXAMINER GRADE 1	2	782.95	818.97
	SENIOR TRAFFIC FIELD INVESTIGATOR	3	813.60	851.03
		4	859.36	898.89
1026	CONSTRUCTION EXAMINER GRADE 3	1	779.35	815.20
	MECHANICAL EXAMINER GRADE 2	2	809.12	846.34
	PLUMBING EXAMINER GRADE 1	3	838.85	877.44
		4	869.84	909.85
1027	PUBLIC HEALTH INSPECTOR GRADE 1	1	795.07	831.64
		2	824.84	862.78
		3	854.57	893.88
		4	885.56	926.30
1028	CHIEF-SURVEY PARTIES	1	791.67	828.09
	CLERK - CAPITAL WORKS	2	822.20	860.02
	CLERK - ELECTIONS & REVISIONS	3	860.38	899.96
	PLANNING TECHNICIAN GRADE 3	4	898.44	939.77
	TECHNICAL CLERK - TECHNICAL ADVISORY COMMITTEE			
1029	TRANSPORTATION ANALYST			
	ACCOUNTING ASSISTANT GRADE 4	1	826.64	864.67
	BUILDING INSPECTOR GRADE 1	2	857.17	896.60
	MECHANICAL INSPECTOR	3	900.48	941.90
	REAL ESTATE VALUATOR/NEGOTIATOR	4	944.77	988.23

June 4th, 1991

SCHEDULE A' - LOCAL 94 INSIDE AGREEMENT

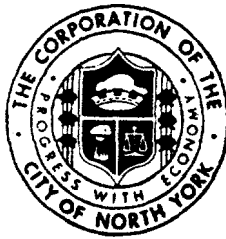
Effective January 1st, 1991

<u>SALARY GRADE</u>	<u>POSITION DESCRIPTION</u>	<u>STEP</u>	<u>1991 SALARY (4.8%)</u>	<u>1992 SALARY (4.6%)</u>
I030	BY-LAW ENFORCEMENT INVESTIGATOR	1	863.28	902.99
	SENIOR TRANSPORTATION PLANNER	2	893.88	935.00
	SENIOR ZONING EXAMINER	3	931.92	974.79
	STRUCTURAL STEEL INSPECTOR	4	970.06	1,014.68
I031	CIVIL TECHNOLOGIST GRADE 3	1	860.15	899.72
	SENIOR PUBLIC HEALTH INSPECTOR	2	898.45	939.78
	ZONING EXAMINER GRADE 2	3	936.50	979.58
	LANDSCAPE TECHNOLOGIST GRADE 3	4	974.64	1,019.47
I032	BUILDING INSPECTOR GRADE 2	1	878.31	918.71
		2	922.50	964.94
		3	966.60	1,011.06
		4	1,010.70	1,057.19
I033	CIVIL TECHNOLOGIST GRADE 4	1	906.27	947.96
	CONSTRUCTION EXAMINER GRADE 4	2	944.57	988.02
	SENIOR MECHANICAL PLAN EXAMINER	3	982.63	1,027.83
	LANDSCAPE TECHNOLOGIST GRADE 4	4	1,020.75	1,067.70
I034	CONSTRUCTION EXAMINER GRADE 5	1	920.66	963.01
	REAL ESTATE ANALYST	2	959.59	1,003.73
	SENIOR PLUMBING INSPECTOR	3	1,003.68	1,049.85
	SENIOR REAL ESTATE VALUATOR/NEGOTIATOR SENIOR RESIDENTIAL PLAN EXAMINER	4	1,048.00	1,096.21
I039	HEAD CARETAKER-MEMORIAL HALL (40 hr/wk)	1	699.23	731.39
I035	CARRAKER-MEMORIAL HALL (40 hr/wk)	1	15.75/hr.	16.47/hr.
I036	CARETAKER-MUNICIPAL BUILDING (40 hr/wk)	1	792.51	828.97
I037	SUPERVISOR OF ANIMAL SHELTER	1	824.98	862.93

RECLASSIFICATIONS, RETITLE AND NEW POSITIONS ADDED EFFECTIVE MAY 16TH, 1991

- Caretakers Memorial Hall **reclassify** to the rate of Caretaker (Outside)
- Instructor/Guard retitle to Aquatic Programmer
- Transportation Analyst reclassify to Salary Group 28 of Inside Agreement
- Couriers to become part of the Outside Agreement at the rate of Light Equipment Operator
- Library Technician
- Information Centre Analyst
- Assistant Curator
- School Mistress/Master
- Heritage Clerk
- Architectural Historian
- Community Outreach Worker (Public Health Department) to be transferred to the Bargaining Unit into Salary Group 23

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 (S11 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'.

- . **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 Stoot 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



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

EST

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)	
		LEAVU 12	N.		
POSITION TITLE [TTL]		ANTICIPATED DATE PRELEAVE 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 16 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
-----------------	--------------------

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)	
		LEAVU 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