

THIS AGREEMENT made this 6th day of MAY, 1993.

BETWEEN:

SOURCE	City		
EFF.	93	01	01
TERM.	94	12	31
No. OF EMPLOYEES	605		
NOMBRE D'EMPLOYÉS	82		

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 notification. 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 Finance & Deputy Treasurer | Deputy City Solicitor |

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.

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 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 deductions and which shall constitute membership in the Union for the purposes of this Agreement.

3.4 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 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. *6/4*

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). *7/10*

6.4 All accidents shall be reported immediately.

7. WORKING HOURS *34/35 80*

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; *49/100*
- (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 The hours of work in the Marriage License Section shall be extended until 8:00 p.m. Tuesdays and Thursdays between May 1st and September 30th each year.

7.6 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.

46/D 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. 44+45/100062

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

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

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

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

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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.

10.6 The parties agree to re-open the Collective Agreement during 1994 for the purpose of negotiating salary and wages only. The parties respective right to strike or lockout will be governed by the Ontario Labour Relations Act R.S.O. 1990 as amended.

11. CUMULATIVE SICK PAY CREDIT

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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.

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 An Employee absent for more than three (3) consecutive working days may be required to provide a doctor's note covering the nature and duration of the illness and, in addition thereto, may 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.
- 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.

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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

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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.

Effective July 1st. 1992

<u>Column 1</u>	<u>Column 2</u>
2 years	3 weeks
9 years	4 weeks
17 years	5 weeks
22 years	6 weeks
30 years	1 extra week at 30 years only on a one time basis

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All employees with over 30 years of service shall be granted one extra week of vacation on a one time only basis. Employees who have utilized the one extra week under the provisions of the 1991 -1992 Collective Agreement would not qualify for the one additional week, The extra week must be taken by December 31, 1994 or it will be forfeited.

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.
- 14.9 The rates of pay set out in Schedule "A" in this Agreement shall apply to those casual Employer?. 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 kilometerage or travelling expenses, the Commissioner of Human Resources shall authorize payment of salary on the usual pay day for the period that the Employee is absent for this purpose. The Employee on returning to duty following service as a juror or witness, shall present a certificate showing the period of service and the amount of compensation received to the 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.

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16. LEAVE OF ABSENCE

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.

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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:

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

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

(b) **An Elected or Appointed Position (Outside Local 94)**
Leave of absence without pay shall be granted for one person 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.

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.

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16.4 Council shall determine the rights of the Employees 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.

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.

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16.6 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.

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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 16.9.5 (1);

(c) "pregnancy leave" means a leave of absence under Article 16.9.2 (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 16.9.2(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.

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- 16.9.4 (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 16.9.5(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. 56/2
- (5) There shall be no deduction of Vacation Entitlement of an Employee during the initial six (6) month period of Pregnancy or Parental Leave.
- 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.
- 16.9.13 When a pregnant employee provides medical verification that she is not capable of handling her regular duties, she shall be assigned suitable modified work for the remainder of her pregnancy.

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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.

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, 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.

18. **PENSION PLAN**

18.1 As a condition of employment, all Employees commencing after January 1st, 1957, must be eligible for and participate in the Pension Plan and submit to the Commissioner of Human Resources within a period of five (5) months from the commencement date 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, 1991 coverage will increase to \$165.00 every two year period. The Employer agrees to pay 100% of the premiums for such plans.

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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:

- 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. *7010 100 75/025-4000*

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. *72 010 7010 050*

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.

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 1, 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.

All new employees brought on staff after the signing of the Memorandum of Agreement, shall not be afforded the Retiree's Life insurance Benefit.

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. Effective March 31st, 1993 the 1993 O.D.A. Schedule of Fees shall apply. Effective April 1st 1994 the 1994 O.D.A. Schedule of Fees shall apply.

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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 ten (10) 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.

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- 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.
- 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
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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 -

- (- 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

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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

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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 2/2
The Employer agrees to notify the Union as far in advance as possible before introducing any technological or other changes or methods of operation which affect the rights of employees, conditions of employment, wage rates, or work loads.

27.2 2/10
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 2/10
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.

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28.3 When the most recent disciplinary action taken against an Employee has occurred at least thirty-six (36) 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 recognize the benefit of discussion regarding the above matters prior to the formal filing of a grievance. Therefore, both parties encourage their respective representatives to consider the possibility of dispute resolution through discussion, before filing a formal grievance.

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,

31.6 In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of Union Stewards. The employer agrees that Stewards will not be hindered in the performance of their Steward duties, provided that they do not leave work without permission of their Supervisor. Such permission shall not be unreasonably withheld. The Union agrees that Stewards will perform their Steward duties without delay and will return promptly to their work duties.

31.7 Wherever possible the employer agrees that the Union Steward for the employee's specific work area shall be the one made available if union representation is needed.

In the event of an emergency a Union Steward in the same bargaining unit may be utilized.

It is agreed that should the employee or the employer request a Steward, the Steward shall be advised of the nature of the meeting in advance and shall be provided with a maximum of twenty (20) minutes to consult with the employee prior to attending the meeting.

31.8 If in the course of resolving a dispute the meeting goes beyond the Union Steward's scheduled working day, the employer agrees to pay time and one half overtime, such overtime to be capped at one hour.

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 1, 1993, and shall continue in full force and effect until December 31, 1994 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. 4/1

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 1st, 1992 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 \$44.00 per month inclusive of the payment for all such kilometres used, effective January 1, 1991.

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. Effective September 1st, 1991, Public Health Inspectors, By-Law Enforcement Officers and Building Inspectors shall be provided with winter parkas, thereafter on a replacement basis.

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.

39. **MODIFIED WORK PROGRAM**

Subject to operational requirements, Employees returning to temporary modified work after a work-related injury shall not be unreasonably denied their regular shift.

40. **ACCESS TO PERSONNEL FILE**

Pursuant to the Freedom of Information and Protection of Privacy Act, all employees shall have access to his/her Human Resources file for the purpose of reviewing all evaluations of disciplinary notations pertaining to his/her work with the Corporation, Prior to reviewing his/her file, the employee must complete the Access/Correction Request Form which is available from the Human Resources Department.

41. **PAID LEAVE OF ABSENCE SELF-FUNDED**

The Parties agree in principle to the concept of an Earned Deferred Leave Plan. The Corporation agrees that within 120 days from the signing of the Collective Agreement it will commence consultations with the Union with regard to the specifics of such a plan.

In agreeing to discuss such a plan the parties agree that the plan will embrace the following principles:

1. only permanent employees with a minimum of two (2) years service will be eligible to apply for enrolment in the plan;
2. the plan shall result in no additional costs to the Corporation and shall be employee funded leave;
3. the plan shall be subject to and conditional upon compliance with all applicable government regulations including the approval of Revenue Canada;
4. enrolment in the plan will be conditional upon the approval of the employee's Department Head who will consider the application in the light of the department's operational requirements;
5. self-funded leave shall be limited to one time in a ten year period for any employee with the maximum self-funded leave period shall be twelve consecutive months;
6. the Corporation has the right to determine the maximum number of employees both within the Corporation as a whole and within a specific department who shall be permitted on self-funded leave at the same time;

7. the Employer shall have the right to utilize casual employees in accordance with all the provisions of the current Collective Agreements, to cover for an employee on self-funded leave or for any resulting vacancy for the full term of the leave. Casuals for the above purposes shall not be a part of the group of eight.
8. all rights and benefits provided for employees utilizing the self-funded leave, shall be determined by the parties during discussions establishing the plan.
9. any discussions prior to a final resolution on this item shall be without prejudice.

42. DISCONTINUANCE OF DENTAL PROGRAM

The parties agree that displaced Dental Unit workers may be placed directly into vacant positions in accordance with the provisions of Article 24.3 (b) of the current Dental Agreement, without the need to post the positions.

The waiver of the posting provisions contained herein is solely applicable to this Article and is without prejudice to any other Article contained in the current Collective Agreement. It is agreed that employees referred to herein shall retain all previously accrued seniority.

It is further agreed that no grievance will be entertained if any vacancy is filled under these provisions.

43. LABOUR/MANAGEMENT COMMITTEE MEETINGS

1. The Employer and Union agree to establish a Labour-Management Committee for the purpose of an exchange of ideas and information on matters of mutual interest and concern, but it is understood and agreed that the Committee will not discuss grievances.
2. The Committee shall be composed of three representatives of the Union, one of whom shall be a member of the Union's Executive and three representatives of the Corporation, one of whom shall be from the Human Resources Department. A quorum for the Committee shall be comprised of two of three persons appointed by the Union and two of three persons appointed by the Corporation.
3. The Chair at the first meeting shall be named by the Corporation and thereafter shall alternate between a member of the Committee selected by the Union and a member of the Committee selected by the Corporation. The Chair shall appoint a secretary who shall keep written minutes of the meeting and who shall send a copy of the minutes to each of the members within ten (10) working days of the meeting.
4. The Committee shall meet on a monthly basis except for the months of July and August of each year during which months no meetings will be held unless otherwise jointly agreed to by both parties. An agenda comprised of new or unfinished business is to be submitted to either party five (5) working days in advance of each meeting and such agenda shall, unless otherwise jointly agreed to by both parties, form the only matters to be discussed by the Committee at that meeting.
5. The Committee may, with the joint agreement of both parties, establish from time to time one or more sub-committees for the purpose of examining and reporting to the Committee on a specific matter of mutual concern to both parties. The term of existence for any sub-committee shall not exceed six months in duration unless otherwise extended for a further specified period of time as jointly agreed to in writing by both parties and upon the expiry of the term or any agreed upon extension thereto, the sub-committee shall cease to exist. A sub-committee shall be comprised of not more than four persons each of which shall be agreed upon by both parties and at least one of whom shall be a member of the Committee.

- 6. The Corporation has committed that the first sub-committee struck by the Labour/Management Committee will be on "Contracting In". The Committee will be established sixty (60) days after the signing of a Collective Agreement.

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 32025
 Enacted and Passed this
 6th day of May, 1993.

THE CORPORATION OF THE
 CITY OF NORTH YORK

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

W. Shuff
 TREASURER

Brian Cochran
 PRESIDENT

Chris Kelly
 CLERK

[Signature]

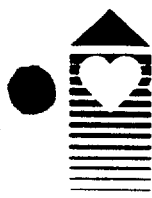
[Signature]

Ken Kennedy

[Signature]

[Signature]

CITY OF NORTH YORK	
APPROVED	
DEPARTMENT HEAD AS TO TERMS AND AUTHORITY	
By	<u>[Signature]</u>
Dept.	<u>148</u>
LEGAL DEPARTMENT AS TO FORM	
By	<u>[Signature]</u>
Date	<u>July 20/93</u>
CLERK'S DEPARTMENT	
By-Law	<u>32025</u>
Date	<u>May 6/93</u>



5100 Yonge Street
North York Ontario
M2N 5V7

Tel: (416) 395-6950
Fax: (416) 395-6985

CITY OF
North York

HUMAN RESOURCES DEPARTMENT

May 6, 1993

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

Dear Mr. Cochrane:

Re: Insurance

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,

R.B. Yarwood
COMMISSIONER OF HUMAN RESOURCES



5100 Yonge Street
North York Ontario
M2N 5V7

Tel: (416) 395-6950
Fax: (416) 395-6985

CITY OF
North York
HUMAN RESOURCES DEPARTMENT

May 6, 1993

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

Dear Mr. Cochrane:

Re: Clerical & Technical Collective Agreement - Letters of Intent

During the 1993 negotiations the Corporation agreed to the following Letters of Intent which shall remain in effect for the term of this Agreement:

1. Superior Duties

- (a) That seniority and the capability of performing the primary functions of the 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 Department
Concession Services Assistants }

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

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

Recreation Assistant Grade II - 3 lieu days per year

Recreation Assistant 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

In the event the Employer should contract out or privatize any bargaining unit work, no permanent employee shall lose their employment with the City by reasons 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, parent or child occurs which prevents the Employee from reporting to work or requires that the Employee leave early or arrive for work late, provided:

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

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

7. Shift Premiums

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

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

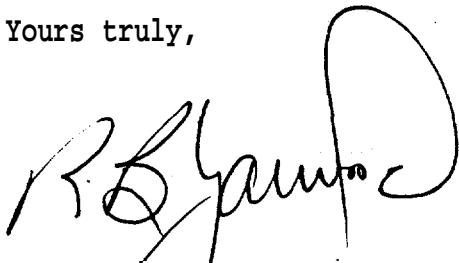
When during the normal work week (from Monday to Friday inclusive) traditional afternoon or night shifts are altered to include hours of work which would be normally part of an approved day shift employees shall be paid shift premium at the applicable rate for all hours worked on that shift.

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

a. flexible Benefits

During the term of the Collective Agreement, the Union and the Employer will jointly investigate various flexible benefits plans and options.

Yours truly,



R.B. Yarwood
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 6, 1993.

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 1993 and 1994 rates of pay for School Health Assistants:

<u>Salary Grade</u>	<u>Position</u>	<u>Step</u>	<u>Jan. 1/92</u>
DF 005	School Health Assistant	Start	\$780.13
		6 months	\$800.01
		2nd year	\$819.83
		3rd year	\$849.53
		Maximum	\$862.72

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.

LOCAL 94 INSIDE SCHEDULE 'A'

1993 and 1994 RATES

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SALARY GRADE	TITLE CODE	POSITION DESCRIPTION	START	6 MOS.	2ND YEAR	3RD YEAR	MAXIMUM
I001	PI001	Clerk General Grade 1	484.72	498.50	512.33	528.91	546.34
I002	PI004 PI009 PI011	Cleaner Dicta Typist Rodperson	521.13		536.40	559.76	582.09
I003	PI014	Junior Graphics Operator	525.52		540.78	563.53	586.47
I004	PI002	Clerk General Grade 2	552.96	560.51	575.74	590.94	613.74
I005	PI015	Junior Drafting Technician	554.30		569.56	592.31	615.25
I006	PI016 PI020 PI021	Payroll Clerk Grade 1 Purchasing Clerk Revenue Clerk (Parks & Rec.)	556.13		571.78	602.35	632.65
I007	PI003 PI005 PI006 PI007 PI008 PI010 PI012	Audio/Visual Clerk Clerk Stenographer Grade 1 Clerk Typist Clerk Typist & Relief Switchboard Operator Data Entry Operator Field Clerk (Health) Tour Guide	579.01		594.28	617.64	639.97
I008	PI013	Clerk General Grade 3	BR <u>583.40</u>		598.66	621.41	644.35
I009	PI025 PI028 P1158	Accounting Assistant Grade 1 Junior Computer Operator Accounting Clerk	587.98		613.58	632.44	662.75
I010	PI031 PI153 PI033 PI152 PI035	Counter Clerk - Signs Junior Media Relations Assistant Senior Graphics Operator Sr. Dental Clerk & Assistant (CINOT) Stock Records Clerk (Garage)	592.59		615.36	635.75	674.76
I011	PI017 PI018 PI019 PI022	Clerk General Grade 4 Clerk Typist & Relief Cashier Final Billing Clerk Switchboard Operator	607.01		629.66	660.22	690.53
I012	PI036	Senior Rodperson	630.76		646.03	668.76	691.71
I013	PI023 PI024 PI038 PI039	Clerk Stenographer Grade 2 Enquiry Counter Clerk Junior Instrument Person Microfilm Technician	653.79		668.64	683.47	708.98
I014	PI041 PI026 PI043 PI027 PI029	Boulevard Parking Inspector Clerk Cashier Cost Detail Clerk Data Entry Supervisor Secretary Grade 1	655.86		671.46	690.33	721.15
I015	PI030 PI154 PI157	Clerk General Grade 5 Clerk Stenographer Grade 3 Sr. Dental Clerk & Stockkeeper	657.00		672.00	693.63	732.64

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LOCAL 94 INSIDE SCHEDULE 'A'

1993 and 1994 RATES

SALARY GRADE	TITLE CODE	POSITION DESCRIPTION	START	6 MOS.	2ND YEAR	3RD YEAR	MAXIMUM
1016	PI045	Civil Technologist Grade 1	658.00		674.00	698.73	737.74
	PI047	Intermediate Drafting Technician					
	PI046	Intermediate Instrumentperson					
	PI147	Landscape Technologist Grade 1					
	PI048	Plan Examiner Grade 1					
	PI049	Planning Technician Grade 1					
	PI034	Senior Dental Clerk & Assistant					
1017	PI151	Adolescent Worker (AIDS Program)	658.38		674.43	701.30	749.22
	PI053	Clerk - Subdivision Agreements					
	PI054	Clerk - Subdivision Section					
	PI040	Payroll Clerk Grade 2					
1018	PI156	Process Server	653.20		675.82	707.41	755.29
1019	PI057	Accounting Assistant Grade 2	665.26		687.88	719.46	767.35
	PI058	Senior Print Section Clerk					
1020	PI042	Clerk General Grade 6	677.57		700.19	731.81	779.03
	PI037	Junior Buyer					
1021	PI059	Garbage Investigator	687.02		709.65	741.24	789.11
	PI060	Project Control Clerk					
	PI061	Senior Input/Output Control Clerk					
1022	PI050	Clerk - Elections & Administration	703.39		727.44	767.28	807.23
	PI051	Clerk - Elections & Assessments					
	PI052	Clerk - Legislation & Administration					
	PI140	Heritage Clerk					
	PI065	Inventory Control Clerk					
	PI143	Library Technican					
	PI066	Senior Computer Operator					
1023	PI056	Secretary Grade 2	711.08		733.70	765.28	813.17
1024	PI032	Aquatic Programmer	719.23		741.86	778.31	821.32
	PI068	Architectural Technician Grade 2					
	PI069	Chief Tax Clerk					
	PI070	Claims Clerk					
	PI155	Clerk General Grade 7					
	PI071	Clerk Legal Administration					
	PI072	Construction Contract Clerk					
	PI074	Parking Accounts Clerk					
	PI073	Real Estate Clerk					
	PI055	Recreation Assistant Grade 1					
1025	PI063	Assistant Office Supervisor	721.31		753.33	793.17	833.12
	PI064	Benefits Clerk					
	PI076	Buyer					
	PI078	Senior Pay Clerk					
1026	PI079	Asst. Supervisor - Elections & Revisions	743.71		773.91	813.86	845.79
	PI081	Concessions Services Assistant					
	PI062	Information Centre Analyst - Training Specialist					
	PI044	Personal Computer Trainer					
	PI067	Title Searcher					

LOCAL 94 INSIDE SCHEDULE 'A'

1993 and 1994 RATES

SALARY GRADE	TITLE CODE	POSITION DESCRIPTION	START	6 MOS.	2ND YEAR	3RD YEAR	MAXIMUM
1027	PI084 PI085 PI086 PI087 PI088	Billing Supervisor (Water Revenue) Customer Accounts Clerk Lottery Licence Issuer Senior Drafting Technician Tax Supervisor	744.95		777.21	818.87	851.76
1028	PI089 PI141 PI139 PI090 PI144 PI142 PI091	Accounting Assistant Grade 3 Architectural Historian Assistant Curator Civil Technologist Grade 2 Landscape Technologist Grade 2 School Mistress/Master Senior Instrumentperson	760.30		783.25	822.78	862.72
1029	PI083	Senior Parks Clerk	780.13		819.83	849.53	868.70
1030	PI092 PI096 PI098 PI077	Architectural Technologist Grade 1 Planning Technician Grade 2 Sign Inspector Zoning Examiner Grade 1	780.70		820.83	850.00	874.77
1031	PI146 PI133 PI134 PI099	Community Outreach Worker Construction Examiner Grade 2 Mechanical Examiner Grade 1 Senior Traffic Field Investigator	795.17		820.97	851.03	898.89
1032	PI080 PI082	Chief Cashier Secretary Grade 2 & Recording Secretary - Planning Board	796.96		831.79	871.74	903.67
1033	PI132 PI136 PI135	Construction Examiner Grade 3 Mechanical Examiner Grade 2 Plumbing Examiner Grade 1	815.20		846.34	877.44	909.85
1034	PI104	Public Health Inspector Grade 1	831.64		862.78	893.88	926.30
1035	PI093 PI105 PI106 PI107 PI150 PI094 PI095 PI109 PI097 PI111 PI100	Arts Assistant Chief - Survey Parties Clerk - Capital Works Clerk - Elections & Revisions Co-ordinator - Disabled Services Facility Co-ordinator (Mel Lastman Square) Grants Co-ordinator Planning Technician Grade 3 Recreation Assistant Grade 2 Technical Clerk - Technical Advisory Committee Transportation Analyst	837.69		863.33	894.90	939.77
1036	PI112 PI101 PI102 PI113	Accounting Assistant Grade 4 Building Inspector Grade 1 Mechanical Inspector Real Estate Valuator/Negotiator	864.67		896.60	941.90	988.23
1037	PI116 PI117 PI118 PI114	By-Law Enforcement investigator Senior Transportation Planner Senior Zoning Examiner Structural Steel Inspector	902.99		935.00	974.79	1,014.68

LOCAL 94 INSIDE SCHEDULE 'A'

. 1993 and 1994 RATES

SALARY GRADE	TITLE CODE	POSITION DESCRIPTION	START	6 MOS.	2ND YEAR	3RD YEAR	MAXIMUM
I038	PI119 PI148 PI120 PI108	Civil Technologist Grade 3 Landscape Technologist Grade 3 Senior Public Health Inspector Zoning Examiner Grade 2	903.71		939.78	979.58	1,019.47
I039	PI115	Building Inspector Grade 2	918.71		964.94	1,011.06	1,057.19
I040	PI123 PI137 PI149 PI110	Civil Technologist Grade 4 Construction Examiner Grade 4 Landscape Technologist Grade 4 Senior Mechanical Plan Examiner	947.96		988.02	1,027.83	1,067.70
I041	PI138 PI124 PI121 PI126 PI122	Construction Examiner Grade 5 Real Estate Analyst Senior Plumbing Inspector Senior Real Estate Valuator/Negotiator Senior Residential Plan Examiner	963.01		1,003.73	1,049.85	1,096.21
I042	PI127	Caretaker - Memorial Hall (40 hour week)	16.47				
I043	PI131	Head Caretaker - Memorial Hall (40 hour week)	731.39				
I044	PI128	Caretaker - Municipal Building (40 hour week)	828.97				
I045	PI129	Supervisor of Animal Shelter	862.93				