

OFFICE	Town		
EST.	76	04	01
TEL.	98	03	31
NO. OF EMPLOYEES	275		
NUMBRE D'EMPLOYÉS	275		

07151 (06)

COLLECTIVE AGREEMENT

between

**The Corporation of the Town of Whitby
and**

**The Canadian Union of Public Employees,
Local 53**



(April 1st, 1996 - March 31st, 1998)

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF WHITBY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 53

(April 1, 1996 - March 31, 1998)

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE TOWN OF WHITBY

.and

THE CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL NO. 53

(April 1, 1996 - March 31, 1998)

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. COLLECTIVE AGREEMENT

Made and entered into **this 1st** day of **April, 1996**

BETWEEN

THE CORPORATION OF THE TOWN OF WHITBY
(Hereinafter referred to as "The Corporation")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #53
(Hereinafter referred to as "The Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation 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.

ARTICLE 2 - SCOPE

The Corporation recognizes **the** Union **as** the sole **bargaining agent** for all inside and **outside** Union employees covered by this Agreement, save and except the following:

- (a) Of the **Inside** Employees, Deputy Department Heads, those above the **rank** of Deputy Department Heads, Professional Engineers, Manager **of** Community Services, Manager of **Parks and** Community Centres, Manager Long Range Policy (Planning), Purchasing Agent, System Officer, Construction Supervisor, Executive Assistant to **the** Mayor & Council, Confidential Secretary to the Mayor, Tax Collector, Executive Secretary to **the** Administrator, Confidential Secretary to **the** Administrator, students working during the school vacation and those persons working 24 hours per week or less.
- (b) Of the Outside Employees, Foreman, Facilities Manager, and those above the **rank** of Foreman **and** Facilities **Manager**, Students working during **the** school vacation and those persons working 24 hours per week or less.

ARTICLE 3 - NO DISCRIMINATION

The Corporation and the Union agrees that there will be no discrimination, interference, restriction or coercion exercised or practised by either of them or their representatives with respect to any employee because of **his** membership or non-membership in the Union.

ARTICLE 4 - NO COERCION

The **Union** agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Corporation by any of its members or representatives, **and** that there will be no Union activity, solicitation for membership or collection of dues on Corporation time and no meetings on Corporation premises except with the prior permission of the Corporation.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

The parties agree that there will be no strikes or lock-outs during the term of **this** Agreement, strikes **and lock-outs** to be as **set** out in the Ontario Labour Relations Act, Article 1(g) and (i), and Section 54.

ARTICLE 6 - EMPLOYEES' RESPONSIBILITIES

It is recognized that the Corporation is responsible for the safety, health, comfort **and** general welfare of the citizens, therefore, the employees recognize that they **should** be prepared at all times of the day or night to assist in carrying out the services of the Corporation.

ARTICLE 7 - UNION SECURITY

- (a) During the lifetime of this Agreement, the Corporation shall deduct from the pay of **all** employees covered by this Agreement who have been employed by the Corporation for **a** period of thirty **(30) days**, on each pay **day** whatever sum as may from time to time be **authorized** by the Union, **and** shall remit same prior to the end of **such** months to the Secretary-Treasurer of the Union. The **said** sums shall be accepted by the Union **as** the regular monthly dues **of** those employees **who** are or shall become members of the Union.
- (b) The Union agrees to **keep** the Corporation informed **of** the names **and** addresses of the Secretary **and** Treasurer of the Local Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

- (a) Complaints and grievances of regular employees shall be dealt with **in** the following manner, and subject to 8(g) all grievances must be in writing and filed within seven (7) business days of the alleged grievance and all decisions shall also be in writing,
- (b) That in the event a grievance is filed with an immediate supervisor, it will also be filed concurrently with the Administrator provided failure to comply with this procedure shall not jeopardize the time limits in this Agreement.
- (c) The Union shall provide the Corporation with the names of the Grievance Committee, ~~the~~ Chief Steward, and the Stewards designated in each area.
- (d) "Business Day" shall be defined as Monday through to Friday inclusive, excluding approved Statutory Holidays.
- (e) When an employee is considered to be discharged or suspended without just cause, the employee shall be entitled to a hearing under Article 8 - Grievance Procedure, and Steps 1 and 2 of Article 8 shall be omitted in such cases.
- (f) **Any** of the **time** limits set out above may be extended by mutual agreement in writing between the parties involved.
- (g) The Parties agree that they will endeavour **to** resolve the matter in dispute by discussion prior to Step 1.

STEP 1

An employee, assisted by a Steward, shall first take the matter up with his immediate Supervisor by presenting a written grievance which sets out the Article of the Agreement which is alleged to have been violated. The Supervisor shall reply in writing to ~~the~~ grievance within five **(5)** business days ~~from~~ the date of receipt of the written grievance. Failing settlement at this stage, the employee **may**, within five **(5)** business days after receiving the Supervisor's reply, process the matter to Step 2.

STEP 2

The employee, assisted by a Steward, may **take** the matter up with the appropriate Department ~~Head~~ or designate. The Department Head shall reply **in** writing to the grievance within five **(5)** business days after the matter was taken up with him. Failing settlement **at** this stage, the employee may, within five **(5)** business days after receiving the Department Head's reply, process the matter to Step 3.

ARTICLE 8 - GRIEVANCE PROCEDURE (Cont'd.)

STEP 3

The employee, **assisted** by a Steward and/or the Union Committee, may take the matter **up** at a meeting with the Administrator, at which time any or all of the people concerned may be present. The written decision of the Administrator shall be given within seven **(7)** business days. Failing settlement at this **stage**, the employee may, within seven **(7)** business days after receiving the Administrator's reply, process the matter to Step 4.

STEP 4

An employee, assisted by a Steward and/or the Union Committee may take the matter **up** at a meeting of the Management Committee of the Council, at which time any or all of the people concerned may be present. The written decision of the Management Committee shall be given within seven **(7)** business days from the date **of** such meeting. If the parties at this **stage** are unable to reach satisfactory settlement, then the matter may be referred to Arbitration within fifteen **(15)** business **days** following the date of **the** written reply and written notice **of** such referral shall **be** given to **the** Administrator within the aforesaid fifteen-day period.

ARTICLE 9 - ARBITRATION

- (a) It **is** agreed by the parties that any difference of opinion relating to the interpretation, application, or administration of this Agreement which cannot be settled after exhausting the grievance procedure will be **settled by Arbitration as** defined in Section 45, subsection (2) **of the Ontario** Labour Relations Act.
- (b) **Limitation Upon The Board of Arbitration**
- (i) An Arbitration Board shall not be authorized to alter, modify, amend or add to **any** part of this Agreement.
 - (ii) No person shall be appointed as **an** Arbitrator who has been involved in any attempt to negotiate or **settle** the grievance.
- (c) Each party shall be responsible for the expenses **of** its own appointee, **and an** equal share of the fees **and** expenses **of** the Chairperson.

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ARTICLE 10 - MANAGEMENT GRIEVANCES

It is understood that the Corporation may bring forward at any meeting with the Union Committee any **complaint** or grievance, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to Arbitration as set out in the Arbitration provisions.

ARTICLE 11 - RESERVATION OF MANAGEMENT RIGHTS

The Union acknowledges that it is the function **of** the Corporation to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that **a** claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged, or disciplined without just cause, may be the subject of a grievance, and dealt with **as** provided in the Grievance and Arbitration Procedure.
- (c) Administer and manage all the affairs of the Corporation.

ARTICLE 12 - UNION COMMITTEE

- (a) **The** Corporation acknowledges **the** right **of** the Union to appoint or otherwise select a Union Committee composed of not more than four **(4)** employees, and **will** recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, including the negotiating of a new Collective Agreement.
- (b) The Union shall advise the Corporation of the personnel serving on this Committee, and it **is** understood that the President of Local No. 53 **may**, at his discretion, attend all meetings between the Corporation and the Union.
- (c) **Compensation for Union Committee:** The Union acknowledges that the **Union** Committee **and** the President of Local No. 53 will continue to perform their regular duties on behalf of **the** Corporation, and that such persons will not leave their duties without first obtaining the permission of their Department Head or designate, and on the completion **of** such duties shall report **back** to him or to any job to which he **has** previously directed them, and give **any** reasonable explanation which may be requested with respect to their absence.

It is the responsibility of the Union Committee member to advise their Department **Head** or designate twenty-four **(24)** hours in advance, where possible, regarding the requirement to attend under this Article.

ARTICLE 12 - UNION COMMITTEE (Cont'd.)

- (d) It is understood that such permission shall not be unreasonably withheld.
- (e) In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement, provided the matter cannot be dealt with outside of regular hours.
- (f) Compensation will not be allowed for time spent outside of the employees' regular working hours, and the Corporation reserves the right to withhold payment if the Union Committee does not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

ARTICLE 13 - SENIORITY

- (a) Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of service with the Corporation.
- (b) A Seniority List outlining the order of seniority for the bargaining unit shall be established for all Employees covered by the Agreement, who have completed the Probationary period, based on each Employee's last date of hire. It is agreed that such Seniority List shall be revised and posted on January 2nd, and July 1st of each year, and a copy filed with the Union. The Seniority List will include the name of the employee, the classification, and the respective date of hiring.

ARTICLE 14 - PROBATIONARY EMPLOYEES

- (a) (i) When a new employee is hired, he shall be on probation for a period of three (3) months provided that, in the case of persons on probation who are not continuously employed, the probationary period will lapse whenever the period away becomes greater than the period employed. During this time he shall not be subject to the terms of this Agreement except in the wage rate classification or as provided elsewhere in this Agreement. The probation may be extended for not more than three (3) additional months on mutual consent of the parties. (The parties are C.U.P.E., Local No. 53 and the Corporation).
- (ii) The provisions of this Collective Agreement restricting the application of the just cause test in regard to grievances and arbitration of discipline and discharge of probationary employees shall be held in abeyance. During such time, probationary employees may be terminated for reasons less serious than seniority employees including performance deemed inadequate by the Employer and/or inability to get along with fellow employees or supervisory staff.

ARTICLE 14 - PROBATIONARY EMPLOYEES (Cont'd.)

- (b) It is agreed that, upon transfer to a **new** department, every such employee shall be subject to a three-month **trial** period in their new position. Every employee promoted to **a** higher position shall **be** subject to a three-month trial period in that higher position. In the event that **an** employee is considered unsatisfactory by the Corporation or if the employee is unsatisfied, the said employee shall be returned to his former classification or classification with an equal salary range or rate without loss of seniority. Any other employee promoted or transferred due to such action may be returned to his former classification or classification with equal salary **range** or rate without **loss** of seniority. **On** return to his classification or classification with **equal** pay the trial period shall not apply.
- (c) Employees who are subject to a three-month probationary period are not entitled to apply for another position in the Bargaining Unit during such period of time.
- (d) Employees retained past the probationary period shall be deemed satisfactory and credited with seniority as of the date employment commenced.
- (e) Temporary Employees - Non Regular Staff:

The Corporation may, at **its** discretion, hire employees on a six-month temporary **basis** for summer and winter works projects. Such projects shall **be** considered on the following basis:

Summer Works (May 1 to September **30**)

Winter **Works** (October 1 to May 31)

It is understood that the parties to this Agreement may mutually agree on an extension of the said periods by commencing the projects at **an** earlier date or extending them beyond **the** dates set **out**. Employees hired for such projects will not in any way' displace regular employees, nor will they **be** retained in or granted work in preference to regular employees. The terms of this Agreement, except the wage rates set out in Schedule "A" and the deduction of Union dues after an employee has been employed for **a period** of thirty (**30**) days, **will** not apply to employees hired in accordance **with** the **terms** of the preceding paragraphs of the Article. In the event that such employees are retained beyond the time set out for the agreed upon projects, the **time** they have worked will be counted for seniority purposes, and the other terms of this Agreement will become effective from the end of the said projects.

- (f) **The** Union shall be informed **by** the Corporation of all persons employed as Temporary Help, their starting date and also when that person **is no** longer employed by the Corporation.

ARTICLE 14 - PROBATIONARY EMPLOYEES (Cont'd.)

- (g) Where regular Full-time Employees are not appointed to a position through the Job Posting process, priority consideration will be given to Temporary Employees provided they have the skill, ability **and** qualifications required for the position.

ARTICLE 15 - LOSS OF SENIORITY

Seniority rights and an employee's employment may be terminated if:

- (a) He leaves of his own accord or retires.
- (b) He is discharged and such discharge is not reversed through the Grievance Procedure.
- (c) He is laid off continuously for a period of more than fifteen **(15)** months.
- (d) He **is** absent for more than one **(1)** working day without notifying the Corporation, or without securing **prior** leave of absence.
- (e) He has been laid off, **and** fails to return within **five (5)** working days after he has been notified to do so by the Corporation through registered mail addressed to the last address on record with the Corporation.
- (f) He accepts other employment while **on** leave of absence except as provided for under Article 19(b) **and** for compassionate **reasons** at the pleasure of the Corporation.

ARTICLE 16 - SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS

Promotions and transfers within the Bargaining Unit will be based primarily on the skill, ability, experience **and** qualifications of the employees concerned, but **as** between two persons of approximately equal standing based on the above factors, seniority shall govern. The **Secretary of the Local** will be advised as to pending transfers or promotions.

ARTICLE 17 - TRANSFERS TO SUPERVISORY POSITIONS

If **an** employee is, or has been, transferred to a supervisory position which **is** not subject to the provisions **of** this Agreement, he shall retain **his** previous seniority and continue to **accrue** seniority for **a** further period **of** six (6) months.. If **transferred back** to **a** position **subject** to the provisions **of** this Agreement, he shall carry his accumulated seniority with him.

ARTICLE 18 - JOB POSTING

- (a) All vacant or newly created classifications, shall be posted for a period of seven (7) business days before new employees are hired, in order to allow employees with seniority to apply in writing.
- (b) The posting shall not take place later than five (5) days after the vacancy occurs or a new job is created.
- (c) Such notice shall state nature of position, qualifications required, knowledge and education, skills, hours of work, wage or salary rate, Department and intended work location. The foregoing does not limit the Corporation's right to reassign the work location.
- (d) No outside advertisement for any vacancy shall be placed until all present Union members who have applied have been notified in writing of the Corporation's decision.

ARTICLE 19 - LEAVE OF ABSENCE

- (a) The Administrator, upon recommendation of the Department Head, may grant leave of absence, without pay and without loss of seniority or occupational classification, to any employee requesting such leave for a good and sufficient cause.
- (b) The Administrator, upon recommendation of the Department Head, may grant leave of absence for a maximum of one (1) year to any employee who requests such a leave by reason of his election or appointment as an Officer of the Union, without either pay or other benefits under this Agreement, and without loss of seniority or occupational classification.
- (c) Leave of absence without pay, of up to twenty-five (25) working days in any one calendar year will be granted by the Administrator for attendance at Union conventions and seminars, provided it does not interfere with the efficient operation of the Corporation.
- (d) All leaves of absence shall be in writing and shall be submitted to the employee's immediate supervisor.
- (e) An employee may not accumulate seniority during granted leave of absence.

ARTICLE 19 - LEAVE OF ABSENCE (Cont'd.)

(f) Maternity and Parental Leave

The following provision **is** in accordance with the **Ontario** Employment Standards Act.

An employee shall qualify for Maternity and/or Parental Leave if they have been employed with the Corporation for at least thirteen (13) weeks before the expected birth date or the date that the child comes into the care of the parent.

(i) Maternity Leave

An employee shall be entitled to seventeen **(17)** weeks leave of absence, without pay. **The** employee must provide the Administrator with at least **two (2)** weeks written notice, under normal circumstances, **of** the date the leave **is** to begin and a certificate from **a** legally qualified medical practitioner **stating** the expected birth date.

(ii) Parental Leave

An employee, who **is** the parent of the child, shall be entitled to eighteen **(18)** weeks leave of absence without pay, following **the** birth of the child or the coming **of** the child into the custody, care and control of a **parent** for the first time. **If an** employee has not applied for Maternity Leave, the employee must provide the Administrator with a written notification at least two **(2)** weeks in advance **of** the start date of the leave.

(iii) Benefits while on Maternity/Parent Leave

The Corporation shall continue to pay normal contributions for any benefit plan, unless written notification **is** received that the employee does not intend to pay the employee's portion, if any.

(iv) Seniority during Maternity/Parental Leave

While **on** maternity **and/or** parental leave, an employee shall continue to accumulate seniority under this Collective Agreement.

ARTICLE 20 - SENIORITY APPLIED TO LAY-OFFS AND RECALLS

- (a) A lay-off **of** employees shall be made on the basis **of the** Seniority **List** provided that the employees **who** are entitled to remain **on** the basis of seniority are willing **and** have the skill, ability, experience and qualifications necessary **to** do the work available. When recalling employees who have been laid off, the recall will **also** be made **on** the basis of seniority.

ARTICLE 20 - SENIORITY APPLIED TO LAY-OFFS AND RECALLS (Cont'd.)

- (b) "Advance Notice of Lay-Off": The Corporation shall notify regular employees who **are** to be laid off ten (10) business days prior to the **effective date** of lay-off. **In** lieu of such notice the Corporation will pay the employee ten (10) days' pay at the employee's **regular** hourly rate.
- (c) "Lay-offs and Recalls": No new employees shall be hired until **those** laid off have been given **an** opportunity of recall provided the said laid off employee **has** the ability, skill, experience and qualifications to perform the required work.

ARTICLE 21 - SICK PAY ALLOWANCE

- (a) After **servng** his probationary period, an employee shall be entitled to three (3) accumulated days Sick Leave based **on one** (1) day's Sick Leave allowance for each month of service. Future Sick Leave will be granted **on** the basis **of one** and one-half (1½) days per month, and any unused portion of such Sick Leave shall accumulate to the credit of such employee. All employees shall be entitled to Sick Leave with pay up **to** the amount of their accumulated sick leave credits.
- (b) **The Corporation reserves the right to have the** employee provide proof **of** sickness by medical certificate **after** two (2) days **absence**, .
- (c) The employee may, at his option, use any Sick Leave allowance credited to him to make up the difference **in** monies received from Workers' Compensation and his regular pay as **long** as such credits are available,

ARTICLE 22 - BENEFIT PLANS

(a) Hospitalization

The Corporation agrees to pay 100% of the premium cost (for all regular employees) of the following benefits consistent with the rules and regulations **of** the plans:

- (i) The Ontario Hospital Insurance **Plan**, supplemented by **semi-private** accommodation, if requested.

ARTICLE 22 - BENEFIT PLANS (Cont'd.)

- (ii) **Health Plan:** An Extended Health Benefits Plan to include eyeglass coverage every two **(2)** years to the amount of \$175.00. Hearing Aid coverage of \$1,000.00 (every five **(5)** years) as part of the said plan.
- (iii) **Life Insurance:** A Group Life Insurance Plan based on two and one half (2½) times the employee's salary - status to the next one thousand dollars (\$1,000.00) of the employee's salary.
- (iv) **Long-Term Disability:** A Long-Term Disability Plan for all eligible employees to come into effect after seventeen (17) weeks absence and to pay 75% of normal earnings.

(b) Dental Plan

The Corporation will pay 100% of the premium cost of the Dental Plan. The said **Dental** Plan to include Endodontic and Periodontal services. Effective April 1st, 1987, the Town shall provide Orthodontic coverage for dependent children with a lifetime maximum of \$1,500.00 - 50% co-insurable. The Corporation will assume 100% of the premiums for the said coverage.

Effective April 1st, 1990, the Corporation shall provide Major Restoration coverage (crowns, bridges, caps) with an annual maximum of \$1,500.00 - 50% co-insurance. The Corporation will assume 100% of the premiums for the said coverage.

(c) Pension Plan

The Corporation and the employee shall contribute the maximum allowable pension contribution under the basic plan of the Ontario Municipal Employees Retirement System, The Municipal Act, as well as the Canada Pension Plan. The Employee and the Corporation shall make equal contributions to the pension plans in effect.

(d) Retirement

Employees will retire at age sixty-five (65). The day of retirement to be on the employee's sixty-fifth birthday.

(e) Medicals

The Administrator reserves the right to require employees to take a medical examination when deemed necessary. Such medical examination shall be at the Corporation's expense.

ARTICLE 22 - BENEFIT PLANS (Cont'd.)

(f) Retiree Benefits

The Corporation agrees to pay 100% of the premium cost for the following benefits to those employees retiring on **or** after April 1st, 1989 who are in receipt of **an** unreduced pension under the **Ontario** Municipal Employees' Retirement System (O.M.E.R.S.) until such member attains age 65, consistent with the rules and regulations of the appropriate plans.

- (i) Ontario Hospital Insurance Plan (O.H.I.P.)
- (ii) Extended Health Benefits Plan
- (iii)** Dental Plan

When **an** employee is in receipt of an unreduced pension pursuant to O.M.E.R.S. disability provisions under the O.M.E.R.S. Plan, the above benefits will be provided until the employee reaches the age of sixty-five (**65**) years and as long **as** the employee is considered by O.M.E.R.S. to be eligible for an O.M.E.R.S. disability pension.

ARTICLE 23 - JURY DUTY

The Corporation agrees to make up the difference between Jury Duty and an employee's **regular** pay when an **employee is detailed** for Jury Duty, (Witness, etc.).

ARTICLE 24 - BEREAVEMENT ALLOWANCE

- (a) Any employee will be allowed three (3) days off with pay when a death occurs in his or her immediate family. "Immediate Family" will mean Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Wife, Husband, Common-law Spouse, Son, Daughter, Grandmother, Grandfather and Grandchild. Certification of relationship and death will be presented on request to the appropriate Department Head.
- (b) One (1) day off with pay will be allowed for any employee attending the funeral of his wife's or her husband's immediate family. Evidence **of** relationship and death will be submitted as **noted** above.
- (c) **The** parties agree that the President of the Local or his appointee will be allowed one (1) day **off** with pay to attend the funeral of one of the members of the Bargaining Unit.
- (d) Where the burial is at a distant point, the leave may also include a maximum of two (2) days travelling time, if warranted, at the discretion of the Department Head.

ARTICLE 25 - ANNUAL VACATIONS

- (a) Employees who have completed one (1) year of continuous service will be allowed two **(2)** weeks vacation with pay.
- (b) Employees who have completed four **(4)** or more years of service will be allowed three **(3) weeks** plus three (3) days vacation with pay,
- (c) Employees **who** have completed ten (10) or more years of service will be allowed four **(4) weeks'** vacation with pay,
- (d) Employees who have completed eighteen (18) years of service will be allowed five **(5)** weeks' vacation with pay.
- (e) Employees who have completed twenty-five **(25)** years of service will be allowed **six** **(6) weeks'** vacation with pay.
- (f) Employees **who** have completed thirty (30) or more years of service will be allowed seven **(7) weeks'** vacation with pay.
- (g) To qualify for two (2) weeks, three (3) weeks plus 3 days, four **(4)** weeks, five (5) weeks, six (6) weeks, or seven **(7)** weeks' vacation with pay, employees working a 35-hour week must have completed 1400 working hours in the period from July 1st to June 30th in any current year. Those employees **working 40 hours** per week must have completed 1600 working hours in the period from July 1st to June 30th in any current year **to** qualify.
- (h) Those employees who do not qualify under the 1400/1600 hours stipulation will be paid on the basis of a 4% or 6% or a percentage of the thirty-five (35) days vacation allowance granted.
- (i) Casual Employees shall be dealt with in accordance with the **EMPLOYMENT STANDARDS ACT, 1968**, as amended.
- (j) The vacation **year** shall run from July 1st to June 30th. Vacation shall not accumulate from year to year unless mutually agreed in writing.
- (k) The Corporation agrees to post a vacation schedule in advance of February 1st, so that vacations may be equitably allocated throughout the vacation period. **In** the event that more than one **(1)** employee requires time off within the same period, the employee with the greatest seniority shall be given preference.

ARTICLE 25 - ANNUAL VACATIONS (Cont'd.)

- (f) If **an** employee is entitled to **more** than two **(2)** weeks vacation and desires to take his **extra** vacation allowance at a later date, such **time off** shall be by mutual agreement between the parties.

ARTICLE 26 - PAID HOLIDAYS

- (a) The **Corporation** agrees to pay employees for each **of** the holidays listed hereunder a **sum** equivalent to their basic pay on such a day provided they complete the regularly assigned hours of work on the day immediately prior to and following the day of the celebration of the holiday, except for absences as specifically provided in the Agreement. The Paid Holidays are:

New <i>Year's</i> Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

- (b) Remembrance **Day** is designated as a "floater" holiday in lieu of the specific date. The Corporation agrees that any employee specifically requesting Remembrance Day as the "floater" will be approved. Save and except Remembrance Day, the date for the "floater" holiday will be mutually agreed between the Corporation and the employee.
- (c) Should one **of** the above holidays **fall on** a Saturday and/or a Sunday, the next regularly scheduled working **day(s)** will be declared the holiday(s).
- (d) Employees required to work **on** any of the above paid holidays, will, in addition to their Paid Holiday pay, be paid at the rate of time and one-half (1½) for all actual hours worked, Notwithstanding the foregoing, where **an** employee is required to work **on Christmas** Day, he will be paid at the rate of twice the regular rate of pay for all actual hours worked, in addition to his regular rate of pay.

If for **some reason** the Corporation cannot arrange a day off in lieu **of** the holiday at a time that is mutually agreeable, the employee shall receive a day's pay at his regular hourly rate.

ARTICLE 26 - PAID HOLIDAYS (Cont'd.)

- (e) If a Paid Holiday falls during an employee's vacation period, he shall be granted another day off with pay in lieu thereof.
- (f) In the event that a Paid Holiday falls on an employee's regular day off, he shall be **granted** another day off in lieu of the holiday **at a** time that is mutually agreeable. **If** for some reason the Corporation cannot arrange a day off in lieu of the holiday at a time that is mutually agreeable, the employee shall receive a day's pay at his regular hourly rate.
- (g) All employees assigned to operations other than the **normal** Monday to Friday shifts, may **be** required to work **on** Paid Holidays and **on** weekends **as** part of their regular scheduled shifts **and** as such shall not be subject to the provisions of Section (b).

ARTICLE 27 - GENERAL

- (a) Whenever 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.
- (b) It is the employee's responsibility **at** all times **to** keep the Corporation **and** the **Union** informed of his correct home address and telephone number.

ARTICLE 28 - SCHEDULES

Attached hereto and forming part of this Agreement are:

SCHEDULE "A" - CLASSIFICATION SCHEDULE

SCHEDULE "B" - SALARY SCHEDULE

**SCHEDULE "C" - HOURS OF WORK AND WORKING CONDITIONS
(INSIDE EMPLOYEES).**

**SCHEDULE "D" - HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES)**

ARTICLE 29 - JOB SECURITY

In the event that it may be determined by the Corporation to change the method of providing municipal services to the community by contracting out and/or technological change, and it is also considered necessary to consider displacing a regular employee from his/her job, the **Corporation** in accordance with past practice prior to displacing such employee shall consider the following:

ARTICLE 29 -JOB SECURITY (Cont'd.)

- (a) Be responsible for retaining such employee, if possible;
- (b) Relocate the employee to another job in his/her area of competence, or;
- (c) Afford the employee ~~the~~ opportunity of retraining in an alternate job provided such employee is trainable.
- (d) ~~Notify~~ the Union of any such changes as soon as practicable and be afforded the opportunity to meet with the Administrator and such other Management personnel as he considers appropriate, such meeting to be held prior to implementation,
- (e) In the event that none of the items a), b), and c) above can take place, any lay-off that may have to ~~be~~ actioned will be done in accordance with Article 20.

ARTICLE 30 - TRAINING COURSES

- (a) When the Corporation initiates training courses it will notify all employees in the classifications in the Department or Departments who may qualify for such course ~~as~~ determined necessary by the Corporation.
- (b) When a number of equally qualified persons apply, the qualified applicant(s) with the most seniority will ~~take~~ the course.

ARTICLE 31 - OVERTIME BANKING

All employees will be entitled each year to **bank up** to a maximum of three (3) days, being twenty-four (24) hours overtime approved by the Corporation for Outside workers, and three (3) days, being twenty-one (21) hours overtime approved by the Corporation for Inside workers, **based** on the overtime rate **as per** the Collective Agreement, to be taken at the **Corporation's** discretion after conferring with the employee.

Not more than three (3) days of time off shall **be** taken by an employee in any one calendar year, in lieu **of** overtime pay.

ARTICLE 32 - LABOUR/MANAGEMENT COMMITTEE

- (a) **Establishment of Committee:** A Labour/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees..
- (b) **Meetings of Committee:** The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- (c) **Chairperson of The Committee:** The Administrator and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.
- (d) **Minutes of Meeting:** Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons as promptly as possible after the close of the meeting. The Union, the C.U.P.E. Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) business days following the meeting.
- (e) **Jurisdiction of Committee:** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

ARTICLE 33 - EFFECTIVE DATE AND TERMINATION

- (a) Except where otherwise provided, the provisions of this Agreement shall take effect from April 1st, 1996 and shall remain in effect until March 31st, 1998.
- (b) Notice that amendments are required, or that either Party intends to terminate the Agreement, may only be given within a period of not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this Agreement.
- (c) If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiating within twenty (20) days after the giving of such notice, if requested to do so.

IN WITNESS WHEREOF the Parties hereto have hereunto set their Corporate **Seals** by the **Hand** of their proper **Officers** in that behalf **the** day and the year first above written,

SIGNED AND SEALED AND DELIVERED in **the** presence of:

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 53**

**THE CORPORATION OF THE
TOWN OF WHITBY**

Signed: K. Wilson
PRESIDENT

Signed: T. Edwards
MAYOR

Signed: S. Pearen
SECRETARY

Signed: D.G. McKay
CLERK

Signed: S. Nichols
WITNESS

DATED AT WHITBY THIS 7th DAY OF NOVEMBER, 1996.

SCHEDULE "A"
CLASSIFICATION SCHEDULE

BAND A (1393 - 1531)		
JOB NUMBER	POSITION	DEPARTMENT
32	Engineering Technologist	Public Works
36	Senior Planner	Planning
45	Senior Planner	Planning
49	Senior Building Inspector	Public Works

BAND B (1267 - 1392)		
JOB NUMBER	POSITION	DEPARTMENT
31	Construction Inspector	Public Works
40	Landscape Architect	Parks & Recreation
46	Building Inspector	Public Works
50	Plans Examiner	Public Works
52	Senior Plumbing Inspector	Public Works
64	Head Mechanic	Public Works
98	Mechanical Serviceman	Parks & Recreation
39	Engineering Technician II	Public Works
132	Operations Technician	Public Works

SCHEDULE "A" - CLASSIFICATION SCHEDULE (Cont'd.)

BAND C (1152 - 1266)		
JOB NUMBER	POSITION	DEPARTMENT
6	Systems Clerk	Treasury
7	Municipal By-Law Enforcement Officer	Clerk's
44	Building Inspector	Public Works
48	Engineering Technician I	Public Works
51	Plumbing Inspector	Public Works
54	Planner I (Current)	Planning
55	Planner I (Long Range)	Planning
57	Community Programmer	Parks & Recreation
58	Working Foreman (Aquatics)	Parks & Recreation
65	Licensed Mechanic	Public Works
74	Working Foreman (Marina)	Parks & Recreation
78	Working Foreman (Animal Control)	Clerk's
82	Working Foreman (Traffic)	Public Works
83	Working Foreman (Roads)	Public Works
84	Working Foreman (Roads)	Public Works
85	Working Foreman (Roads)	Public Works
86	Working Foreman (Environmental)	Public Works
92	Working Foreman (Grounds Maintenance)	Parks & Recreation
93	Working Foreman (General Services)	Parks & Recreation
96	Arborist	Parks & Recreation
97	Working Foreman (Projects)	Parks & Recreation
108	Working Foreman (Facilities)	Parks & Recreation
109	Construction Inspector I	Public Works
110	Working Foreman (Facilities)	Parks & Recreation
113	Working Foreman (Facilities)	Parks & Recreation

SCHEDULE "A" - CLASSIFICATION SCHEDULE (cont'd.)

BAND D (1047 - 1151)		
JOB NUMBER	POSITION	DEPARTMENT
4	Buyer II	Treasury
18	Accounting Clerk III	Treasury
41	Tax Clerk	Treasury
53	Assistant Plans Examiner	Public Works
68	Animal Control & Pound Attendant	Clerk's
69	Animal Control & Pound Attendant	Clerk's
70	Animal Control & Pound Attendant	Clerk's
71	Animal Control & Pound Attendant	Clerk's
76	Equipment Operator Grade III (Gradall)	Public Works
80	One Man Packer Operator	Public Works
89	Facilities Attendant	Parks & Recreation
94	Gardener	Parks & Recreation
106	Planner I	Planning
116	Secretary	Fire
119	Planning Assistant	Planning
128	Planning Technician II	Planning

SCHEDULE "A" - CLASSIFICATION SCHEDULE (cont'd.)

BAND E (952 - 1046)		
JOB NUMBER	POSITION	DEPARTMENT
9	Planning Technician I	Planning
10	Planning Technician I	Planning
11	Secretary (I.P.C.)	Parks & Recreation
14	Secretary	Treasury
17	Secretary	Parks & Recreation
20	Clerk/Stenographer (I.P.C.)	Parks & Recreation
28	Traffic Technician	Public Works
29	Clerk/Stenographer	Public Works
37	Secretary	Public Works
47	Draftsperson	Public works
59	Storm Sewer Maintenance Operator	Public Works
61	Traffic Maintainer	Public Works
63	Works Department Clerk	Public Works
66	Equipment Serviceman	Public works,
72	Equipment Operator Grade II	Public Works
73	Equipment Operator Grade II	Public Works
77	Equipment Operator Grade III	Public works
81	Equipment Operator Grade III	Public Works
91	Accounting Clerk II	Treasury
95	Garbage Collector	Public Works
101	Stock Buyer	Public works
107	Secretary	Planning
118	Buyer I	Treasury
122	Fitness Programmer	Parks & Recreation

SCHEDULE "A" - CLASSIFICATION SCHEDULE (cont'd.)

BAND F (865 - 951)		
JOB NUMBER	POSITION	DEPARTMENT
13	Clerk/Stenographer	M. & E. Dev.
19	Accounting Clerk II	Treasury
22	Clerk/Stenographer	Clerk's
23	Accounting Clerk I	Treasury
24	Secretary	Clerk's
25	Cashier	Treasury
35	Clerk/Stenographer	Planning
42	Clerk/Stenographer	Public Works
43	Clerk/Stenographer	Public Works
60	Street Sweeper Operator	Public Works
79	Equipment Operator Grade I	Public Works
104	Labourer (Summer) (Marina)	Administrator's
111	Facilities Attendant	Parks & Recreation
112	Labourer (Fleet)	Public Works
114	Transit Technician	Public Works
124	Garbage Collector	Parks & Recreation
125	Loader Operator	Parks & Recreation
126	Interstator	Parks & Recreation
127	Reel Operator	Parks & Recreation
135	Clerk/Stenographer	Public Works

SCHEDULE "A" - CLASSIFICATION SCHEDULE (cont'd.)

BAND G (787 - 864)		
JOB NUMBER	POSITION	DEPARTMENT
5	Clerk/Stenographer	Fire
21	Clerk/Stenographer	Clerk's
26	Clerk/Stenographer	Clerk's
27	Clerk/Stenographer	Clerk's
30	Clerk/Stenographer	Public Works
34	Clerk/Stenographer	Public Works
56	Clerk/Stenographer	Treasury
67	Custodian	Clerk's
75	Parking Meter Attendant	Public Works
88	Labourer	Parks & Recreation,
90	Labourer	Public Works
99	Clerk/Stenographer	Treasury
100	Labourer	Public Works
105	Temporary (Summer) (Marina)	Administrator's
117	Clerk/Stenographer (Seniors')	Parks & Recreation
123	Clerk/Stenographer	Parks & Recreation
103	Labourer	Parks & Recreation
115	Clerk/Stenographer	Planning
121	Facilities Attendant	Parks & Recreation
136	Custodian	Public Works
137	Facilities Attendant (I.P.A.)	Parks & Recreation
138	Facilities Attendant (I.P.A.)	Parks & Recreation

SCHEDULE "A" - CLASSIFICATION SCHEDULE (Cont'd.)

BAND H (715 - 786)		
JOB NUMBER	POSITION	DEPARTMENT
62	Clerk/Stenographer	Public Works
102	Temporary Patrolman	Public Works
120	Clerk/Stenographer (Marina)	Parks & Recreation
129	Facilities Attendant (Temporary)	Parks & Recreation
131	Clerk/Stenographer	Parks & Recreation

BAND I (650 - 714)		
JOB NUMBER	POSITION	DEPARTMENT
87	Temporary Help	Parks & Recreation

SCHEDULE "B"

SALARY SCHEDULE (APRIL 1ST, 1996 - MARCH 31ST, 1998)

BANDS	STEPS	HOURLY RATE	ANNUAL RATE 35-HOURS	ANNUAL RATE 40-HOURS
A	START	\$19.72	\$35,890	\$41,018
	3 MONTHS	\$21.36	\$38,875	\$44,429
	12 MONTHS	\$23.01	\$41,878	\$47,861
	18 MONTHS	\$24.65	\$44,863	\$51,272
B	START	\$18.32	\$33,342	\$38,106
	3 MONTHS	\$19.85	\$36,127	\$41,288
	12 MONTHS	\$21.37	\$38,893	\$44,450
	18 MONTHS	\$22.90	\$41,678	\$47,632
C	START	\$17.03	\$30,995	\$35,422
	3 MONTHS	\$18.45	\$33,579	\$38,376
	12 MONTHS	\$19.87	\$36,163	\$41,330
	18 MONTHS	\$21.29	\$38,748	\$44,283
D	START	\$15.88	\$28,902	\$33,030
	3 MONTHS	\$17.87	\$32,523	\$37,170
	12 MONTHS	\$19.85	\$36,127	\$41,288
E	START	\$14.82	\$26,972	\$30,826
	3 MONTHS	\$16.68	\$30,358	\$34,694
	12 MONTHS	\$18.53	\$33,725	\$38,542
F	START	\$13.87	\$25,243	\$28,850
	3 MONTHS	\$15.61	\$28,410	\$32,469
	12 MONTHS	\$17.34	\$31,559	\$36,067
G	START	\$13.02	\$23,696	\$27,082
	3 MONTHS	\$14.64	\$26,645	\$30,451
	12 MONTHS	\$16.27	\$29,611	\$33,842
H	START	\$12.22	\$22,240	\$25,418
	3 MONTHS	\$13.74	\$25,007	\$28,579
	12 MONTHS	\$15.27	\$27,791	\$31,762
I	START	\$11.50	\$20,930	\$23,920
	3 MONTHS	\$12.93	\$23,533	\$26,894
	12 MONTHS	\$14.37	\$26,153	\$29,890

**SCHEDULE "C" - HOURS OF WORK AND WORKING CONDITIONS
(INSIDE EMPLOYEES)**

The following Hours of Work shall be considered the normal hours for all personnel covered by this Agreement.

1. HOURS OF WORK

(a) Office Staff

Monday through Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour unpaid lunch • 35 hours.

(b) Shift Schedules: Whitby Civic Centre Recreation Complex Employees

Shift schedules shall be as revised and agreed upon by the Parties to the Agreement. A copy of the shift schedule shall be supplied to all those concerned. Such employees shall be entitled to two (2) consecutive days off, to be taken at such time as may be mutually agreed upon by the Parties to the Agreement. It is agreed by the Parties that employees may exchange shifts provided that a Supervisor, or a person above the rank of Supervisor, is consulted before it is done.

(c) The normal hours of work are stated solely for the purpose of calculating overtime, and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

2. REGULAR OVERTIME

All other hours worked will be considered as overtime, and be calculated at the rate of time and one-half (1½) the normal rate except Sunday which will be paid for at double the normal rate.

3. CALLIN-PAY

If an employee, after completion of regular working hours is recalled to do work he shall be compensated by being paid for three (3) hours at overtime rates, If the work requirement extends beyond three (3) hours, then the Overtime provisions will apply for hours worked.

SCHEDULE "C" - HOURS OF WORK AND WORKING CONDITIONS (INSIDE EMPLOYEES)

4. PAY PERIOD

The regular pay period shall begin at 12:01 a.m. **on** the Sunday of every other week, and any adjustments will be made at the beginning of the pay period closest to the applicable date.

5. It is agreed that all Inspectors will be supplied with one pair of safety boots or shoes per year which are to be C.S.A. approved.
6. Safety rubber boots will be provided to the Inspectors. Replacements shall be made as **warranted** by the Corporation.
7. When the Corporation assigns an employee to work in a higher rated job for more than five (5) consecutive business **days**, the employee shall receive a rate of pay not less than the 3-Month rate for actual hours worked in the higher classification.

8. SERVICE PAY

- (a) Shall be granted to all employees for each completed three (3) year period of continuous service **as** follows:

Three (3) years of completed service, \$2.00 per week with **a** further \$2.00 per **week** for each addition completed three (3) years of continuous service.

- (b) Eligibility: Such service pay shall commence the first pay period following the appropriate **anniversary** date.
- (c) Payment: Shall be made on the first pay period in December of each year.

9. JOB EVALUATION PLAN

- (a) **A Joint Evaluation** Committee shall be established to review internal equity for **those** positions covered by this Agreement **and** shall consist of three (3) members from the Union and three (3) members from the Corporation. The Director of Personnel shall also be a member of the Committee and act in the capacity of Chairperson.

**SCHEDULE "C" - HOURS OF WORK AND WORKING CONDITIONS
(INSIDE EMPLOYEES)**

9. JOB EVALUATION PLAN (Cont'd.)

- (b) The Job Evaluation Plan shall be the Coopers' & Lybrand Universal Job Evaluation Plan including Factor Weightings. The **Plan** and/or Factor Weightings shall only be amended **by** the mutual agreement of the parties.
- (c) **The** Joint Evaluation Committee shall review all new positions not included in the Classification Schedule, and those positions which have been revised and a reclassification is requested by the Employee and/or the Department Head.
- (d) **The** job titles of the evaluated positions shall be inserted into **the** appropriate Band in the Classification Schedule.
- (e) The decision of the Joint Evaluation Committee may be the subject of **a** grievance and would be initiated at Step 3 of the Grievance Procedure.

SCHEDULE "D"

**HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES)**

1. HOURS OF WORK

- (a) **The** standard Hours of Work shall be forty **(40)** per week consisting of five **(5)** shifts of eight (8) hours each Monday to Friday inclusive, working between the hours of 7:30 a.m. to 4:00 p.m., with one-half **(½)** hour unpaid lunch, or such other shifts as mutually agreed upon by the Union and the Corporation.
- (b) The normal Hours of Work are stated solely for the purpose of calculating overtime, and shall not be construed **as** a guarantee of any **minimum** nor as a restriction on any maximum number of hours to be worked.
- (c) "**Street Sweeper Operator**" shall work from the period beginning April to mid-November with **some** variation in hours as mutually agreed from 6:00 a.m. to 6:30 p.m. subject to a shift being no more than ten (10) hours per day with one-half (½)hour unpaid lunch.
- (d) "**Storm Sewer Maintenance Operator**" shall work from the period beginning April to mid-November with some variation in hours as mutually agreed from 6:00 a.m. to 6:30 p.m. subject to a shift being no more than ten (10) hours per **day** with one-half **(½)** hour unpaid lunch.

(e) **CUSTODIANS**

The standard Hours of Work for a Custodian shall be forty **(40)** per week.

- (f) It is agreed by the Parties that employees may change shifts by prior consultation with the Corporation and approval by their Foreman or person above the rank of Foreman.
- (g) **SHIFT SCHEDULES: FACILITY EMPLOYEES, MARINA EMPLOYEES, AND ANIMAL CONTROL AND POUND ATTENDANTS**

Shift schedules shall be as revised and agreed upon by the Parties **to** the Agreement. **A** copy of the shift schedule shall be supplied to all **those** concerned. Such employees shall be entitled to two **(2)** consecutive days off, to be taken at **such** time **as** may be mutually agreed upon by the Parties to the Agreement. It is agreed by the Parties that employees may exchange shifts provided that a Foreman, or **a** person above the rank of Foreman, is consulted before it is done,

- (h) "**Parking Meter Attendant**" shall work from 8:30 a.m. to 5:00 p.m. with a **one-half** (½)hour unpaid lunch.

**SCHEDULE "D" - HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES) (CONT'D.)**

2. OVERTIME

- (a) Except for those employees covered in paragraph 2(b) of this Schedule, all hours worked in excess of eight (8) hours, Monday to Friday, shall be paid at the rate of time and one-half (1½) their regular hourly rate.

All hours worked **on a** Saturday shall be paid at one and one-half (1½) times their regular hourly rate.

All hours worked **on** a Sunday shall be paid at two **(2)** times their regular hourly rate.

Where **an** employee is late reporting for work which causes another employee **to** remain at work for a period of time and be paid at **a** higher rate, the **salary** of the late employee may be **docked** at the same rate of pay required to be paid to the employee waiting for shift relief.

Custodians required to work on a Sunday, other than for normal clean-up duties required after **a** function from the previous night, shall be paid at the rate of double time. Should the employee be required **to** work on a holiday **as** listed in Article 26, other than for normal clean-up duties required after a function from the previous night, he shall be paid at the rate of time and one-half (1½), **in** addition **to** the **normal** day's pay.

Overtime shall be distributed **as** equally as is possible among those normally performing the work. Overtime refused for **good** and sufficient reasons shall be considered to be overtime worked for purposes of overtime call-out.

- (b) **FACILITY EMPLOYEES, MARINA' EMPLOYEES, AND ANIMAL CONTROL AND POUND ATTENDANTS:** while working in the Arenas or the Animal Control Centre, shall be paid overtime after eighty (80) hours in a **two** (2) week period **as** follows:

Time and one-half **(1½)** for hours worked over eighty (80) and up to **eighty-eight (88)**.

Double time for hours worked over eighty-eight (88) and up to ninety-six (96).

Time and one-half (1½) for hours worked over ninety-six (96) and up to one hundred and four **(104)**.

**SCHEDULE "D" - HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES) (CONT'D.)**

Double time for hours worked over one hundred and four (104) and up to one hundred **and** twelve **(112)**.

- (c) Employees on garbage collection will be supplied with goggles, work gloves **and**, when required, with long, light raincoats.
- (d) The Corporation agrees to the supply of the following clothing to all employees at one **(1)** year intervals. Notwithstanding the foregoing, the clothing for each employee shall be supplied at the discretion of the Department Head or his designate in consultation with the affected employee:

- 2 pairs drill work pants
- 2** drill shirts
- 2 pairs of coveralls
- 1 **pair** of C.S.A. approved, safety boots.

The exception **to** the above is that the Facilities Attendant shall be provided with suitable attire **as** determined by the Corporation, and Custodians **shall** be supplied with two **(2)** shirts and two **(2)** uniform trousers per year.

- (e) The employees will be responsible for the repair and laundry of the clothing, If **an** employee leaves the employ of the Corporation within six **(6)** months of receiving a new issue of clothing, they will become his property **on** payment of the amount paid **by** the Corporation.
- (f) It **is** understood that the above **tools** and equipment, except clothing noted in **paragraph** (d), **are** the property of the Corporation, **and** are not to **be** removed from the premises without the prior permission of the Manager of Operational Services.

**SCHEDULE "D" - HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES) (CONT'D.)**

3. CALL-OUT PAY

When employees are called out in an emergency, they will not receive less than three (3) hours pay at overtime rates except that more than one (1) call within three (3) hours of any other call shall be considered continuous.

4. STAND-BY

Employees designated to be on Stand-by and carrying a pager will be compensated \$9.00 per day, and \$10.00 per day effective April 1st, 1992. An employee would forfeit the Stand-by pay if he did not respond.

5. MEAL ALLOWANCE

All employees required to work more than four (4) hours past the normal quitting time, or when called out in an emergency for more than four (4) hours, shall be provided with a meal allowance up to a maximum of \$1.50.

6. SHIFT PREMIUM

The shift premium will be \$0.45 per hour for the afternoon shift and \$0.50 per hour for the night shift. The aforesaid premiums will not be added to the rate in calculating overtime.

7. INCLEMENT WEATHER

When it is necessary for employees to work in an emergency during inclement weather, the Corporation will provide rubber coats and hats. Such articles of clothing are to remain on the Corporation premises at the end of the working day.

8. TOOLS, EQUIPMENT AND CLOTHING

(a) The Corporation will provide such tools and equipment necessary to carry out the Corporation work. Any unreasonable loss of such equipment shall be charged against the employee.

(b) Employees required to work in sewers will be supplied with rubber gloves and rubber clothing to the degree necessary to protect the workman. All employees will be supplied with rubber boots for their use while on Corporation work.

**SCHEDULE "D" - HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES) (CONT'D.)**

9. **FIRSTAIDKITS**

First Aid **kits** will be supplied by **the** Corporation and kept in places easily accessible to **all** employees. It will be the responsibility of both Parties to see that the **kits** are properly **cared** for **and** maintained.

10. **SAFETY PROVISIONS**

It is mutually agreed that both parties will cooperate to the fullest extent in the prevention **of** accidents, and with such promotion of safety and health **as is deemed** necessary.

11. **PAY PERIODS**

The regular pay period shall begin at 12:01 **on** the Sunday **of** every other week, and **any** adjustments will be made at the beginning **of** the pay period closest to the applicable date.

12. **LICENSED MECHANICS TOOL ALLOWANCE**

Licensed Mechanics shall receive \$250,00 for 1991 and \$275,00 for 1992 **as** a yearly Tool Allowance, the said Tool Allowance to be paid in April **of** each year.

The Equipment Serviceman shall receive 60% **of** the above rates.

13. **RENEWAL OF CERTIFICATES**

The Corporation will pay **the** renewal fees for Certificates required by the Licensed Mechanics, Propane License, Spraying License and Refrigeration Certificate **as** required by the **Ontario** Department **of** Labour.

14. **SERVICE PAY**

- (a) Shall be granted to **all** employees for each completed three (3) year period of **continuous** service **as** follows:

Three (3) years of completed service, \$2.00 per week with a further \$2.00 **per** week for each additional completed three (3) years of continuous service.

**SCHEDULE "D" - HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES) (CONT'D.)**

- (b) Eligibility: Such service pay shall commence the first pay period following the appropriate anniversary date.
- (c) Payment: Shall be made on the first pay period in December of each year.

15. JOB EVALUATION PLAN

- (a) A Joint Evaluation Committee shall be established to review internal equity for those positions covered by this Agreement and shall consist of three (3) members from the Union and from the Corporation. The Director of Personnel shall also be a member of the Committee and act in the capacity of Chairperson.
- (b) The Job Evaluation Plan shall be the Coopers & Lybrand Universal Job Evaluation Plan including Factor Weightings. The Plan and/or Factor Weightings shall only be amended by the mutual agreement of the parties.
- (c) The Joint Evaluation Committee shall review all new positions not included in the Classification Schedule and those positions which have been revised and a reclassification is requested by the Employee and/or Department Head.
- (d) The job titles of the evaluated positions shall be inserted into the appropriate **Band** in the Classification Schedule.
- (e) The decision of the Joint Evaluation Committee may be the subject of a grievance and would be initiated at Step 3 of the Grievance Procedure.

GENERAL

- 16. If an employee is demoted, he will immediately take the rate for the job.
- 17. When a 40-hour per week employee works in a higher-rated job, he shall receive the higher rate of pay for the hours worked. This clause shall not apply to employees while they are on the job training.
- 18. Existing classifications will not be eliminated without prior agreement with the Union.

**SCHEDULE "D" - HOURS OF WORK AND WORKING CONDITIONS
(OUTSIDE EMPLOYEES) (CONT'D.)**

19. Employees in the Garbage Collection who are employees at **this** date, **February 21st, 1969**, will not lose their employment or rate of pay for **Garbage** Collection due to outside contracting **of this** service.
20. **If** an employee is detailed to relieve in a position of lower rating for any period, he shall retain **his regular** rate **of pay**.

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