

SOURCE	Town
EFF.	92/02/16
TERM.	92/02/15
No. OF EMPLOYEES	161
NOM. RE D'EMPLOYES	161

1992 - 1994

A G R E E M E N T

BETWEEN

THE CORPORATION
OF THE TOWN OF
OAKVILLE

AND

THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 136



0714-1(04)

A G R E E M E N T

B e t w e e n:

THE CORPORATION OF THE TOWN OF OAKVILLE

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 136

Dated: May 5th, 1992

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THIS AGREEMENT made this 5th day of May, 1992

B e t w e e n :

THE CORPORATION OF THE TOWN OF OAKVILLE

Hereinafter called the Corporation,

of the First Part

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 136

Hereinafter called the Union,

of the Second Part

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE ONE - PURPOSE

1.01 The general purpose of **this** agreement is to **establish** mutually satisfactory relations between the Corporation and its employees and to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement. This agreement shall be read with such changes of gender as the context may require.

ARTICLE TWO - RECOGNITION

2.01 The Corporation recognizes **the** Union **as** the sole collective bargaining agent for the employees of **the** Public Works Department and the Parks and Recreation Department of the Corporation of The Town of Oakville **save** and except the Department Heads, Superintendents, Office Staff, Forepersons, Persons above the rank of Foreperson, Persons employed in "Make Work" projects involving another level of government, and Students on a co-operative training program such as from the University of Waterloo and all other students.

ARTICLE THREE - CORPORATION'S RIGHTS

- 3.01 The Union recognizes and acknowledges that it **is** the exclusive function of the Corporation to manage its operations and to direct its working forces and agrees that, subject to the terms of this agreement, it is the exclusive function of the Corporation to:
- (a) maintain order, discipline and efficiency,
 - (b) set and change **hours** of work,
 - (c) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employees covered by this agreement and to retire at normal retirement age.
 - (d) generally to manage the Corporation and undertak **ngs** of the Corporation and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the Corporation at its uncontro led discretion deems necessary for the efficient **and** economical carrying out of the operation; **and** undertakings **of** the Corporation.
- 3.02 Any claim by an employee who has acquired seniority that he/she has been disciplined or discharged without reasonable cause may be the subject **of** a grievance and may be dealt with as hereinafter provided. Grievances shall not be filed with regard to the suspension or discharge of probationary employees.

ARTICLE FOUR - RELATIONSHIP

- 4.01 The Corporation agrees that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union or any labour organization or by reason of any activity or lack of activity in the Union or any labour organization.
- 4.02 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because **of** his/her membership or non-membership, his/her activity or lack of activity in the Union or any labour organization.
- 4.03 The Union or any employees covered by this agreement shall not engage in Union activities during working hours or hold meetings **at** any time on the premises **of** the Corporation without the permission of **the** Department Head.

- 4.04 An employee may for justifiable reasons, request to view his/her own work record on the Corporation's files. Such request will be accommodated at the earliest convenience.
- 4.05 The parties agree that they will comply with the requirements of the Occupational Health and Safety Act of Ontario R.S.O. 1980 as amended from time to time.

ARTICLE FIVE - NO STRIKES AND NO LOCKOUTS

- 5.01 The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit down, stay in or slow down in any Department or a strike or stoppage of any of the Corporation's operations or any curtailment of work or restriction of or interference with work or any picketing of the Corporation's premises during the term of this agreement and further agrees that the Corporation may discharge any employee who causes or takes part in any such action.
- 5.02 The Corporation agrees that it will not cause or sanction a lockout during the term of this agreement.
- 5.03 The words "strike" and "lockout" shall be as defined in The Ontario Labour Relations Act, Chapter 228, R.S.O. 1980, as amended from time to time.

ARTICLE SIX - UNION MEMBERSHIP AND REPRESENTATION

- 6.01 Any employee may exercise or refrain from exercising his/her right to become a member of the Union, and any employee who is or becomes a member of the Union may, at his/her option, cease to be a member of the Union.
- 6.02 The Union shall appoint or otherwise select a Committee consisting of four (4) employees, (two (2) from the Works Department and two (2) from the Parks and Recreation Department), one of whom shall be the President, to represent the Union in meetings with the Corporation concerning negotiations or administration of this Agreement. All four (4) employees on the Committee shall have at least twelve continuous months of service with the Corporation and one of the four shall be Chairman. A full-time representative of the Union may be a fifth member of the Committee.
- 6.03 Six employees shall act as Stewards and these employees shall have at least twelve continuous months of service with the Corporation.

- 6.04 The Union will immediately notify the Corporation in writing through its Director of Personnel of any changes in the names of its officers, members of its committee established under Clause 6.02, or its amount of monthly dues.
- 6.05 Meetings between the representatives of the Corporation and the Union representatives may, at the option of the Corporation, be held other than during working hours but if held during working hours, not more than four employees who are members of the Union Committee shall be paid at their regular rate. Employees will not be paid for meetings which are held during non-working hours.

ARTICLE SEVEN - CHECK OFF OF UNION DUES

- 7.01 The Corporation shall, during the lifetime of this agreement, deduct from the second pay in each calendar month, of all employees covered by the agreement, the amount prescribed for monthly dues by the By-laws of Local 136. The amounts deducted are accepted as monthly dues of those employees who are members of the Union and as contributions to the general expenses of the Union of those employees who are not members of the Union.
- 7.02 The amounts deducted shall be forwarded to the Treasurer of Local 136 not later than the 15th of the month following the month the deductions were made, along with a list showing from whom the deductions were made.
- 7.03 The Corporation agrees to deduct from each pay cheque of each member of the bargaining unit one cent for each hour paid and to retain such deductions in a special account. This account shall be used to cover loss of wages, registration, accommodation and transportation costs in respect of the attendance of members of the bargaining unit at C.U.P.E., C.L.C., O.F.L., Educational Department Union (Leadership) Training Programmes and Health and Safety Conferences such as I.A.P.A., C.S.A.

ARTICLE EIGHT - GRIEVANCE PROCEDURE

- 8.01 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 grievance procedure set forth below shall apply.

8.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five full working days before the filing of the grievance.

Step 1 - Any employee having a grievance may, with or without his/her steward, submit his/her grievance verbally to his/her most immediate Non-Union Supervisor up to the level of Department Head wherefrom it is apparent the circumstances giving rise to his/her concern(s) were directed. In any instance where that approach is considered by the Supervisor misdirected, the grievor shall be appropriately redirected. The appropriate supervisor shall respond to the employee within 3 working days after the grievance is brought to his/her attention.

Step 2 - If no response is given to the grievor within the time allowed under Step 1, or if the reply of the appropriate supervisor is not acceptable, the employee shall firstly review his/her grievance with the Grievance Committee of Local 136, after which if he/she wishes to proceed, he/she shall within 13 working days of the circumstances which gave rise to it submit the grievance, accompanied by his/her Steward to his/her Department Head (or designate). The grievance at this stage must be in writing, signed by the grievor and a member of the Grievance Committee and describe the particulars, remedy sought, section(s) of the Agreement alleged to have been violated, and the name of the appropriate supervisor approached in Step 1. The Department Head (or designate) shall respond in writing to the employee with a copy to the President of the Union and the Steward within 5 working days after he/she receives the grievance.

Step 3 - If no response is given to the grievor by the Department Head (or designate) within the time allowed under Step 2, or if the reply is not acceptable to the employee, the grievance may within 5 working days of receipt of the reply, or expiry of the time allowed, whichever is earlier, be referred to the Town Administrator (or designate) only if it is endorsed and supported by the Union's Grievance Committee. The Town Administrator (or designate) shall meet with the employee and the Union Committee, and his/her written reply to the grievance will be sent to the President of the Union within 10 working days after the meeting is concluded. A full-time representative of the Union may be present at the meeting referred to in this step.

- 8.03 The employee shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step 2.
- 8.04 The time limits fixed in this article may be extended by mutual consent of the parties to this agreement confirmed in writing.
- 8.05 The Grievance Committee of Local 136 shall consist of three members of Local 136, and the Union shall keep the Corporation informed by written notice of the composition of Grievance Committee.
- 8.06 Any grievance on a discharge or suspension shall be initially filed with the Department Head (or designate) in writing as provided in Step 2 excepting that it must be submitted within 5 days of the discharge or notice of suspension.

ARTICLE NINE - MANAGEMENT GRIEVANCES

- 9.01 It is understood that the Corporation may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its Officers or members and that if such complaint by the Corporation is not settled to the mutual satisfaction of the two parties, it may be treated as a grievance and referred to Arbitration in the manner as the grievance of an employee.

ARTICLE TEN - ARBITRATION

- 10.01 Both parties to this agreement agree that any alleged misinterpretation or violation of the provisions of this agreement, including any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Article Eight and which has not been settled, may be referred to a Board of Arbitration as provided by paragraph 2 of Section 44 of The Ontario Labour Relations Act at the request of either of the parties hereto provided that such request must be received by the Town Administrator not later than fifteen (15) calendar days after a decision at step three (3) of the grievance procedure has been rendered.

- 10.02 The Corporation and the Union recognize the right of either party to refer a grievance to a single Arbitrator in accordance with Section 45 of the Labour Relations Act. If either party opts for this alternative it will advise the other party in writing of its intention within the time limits of the grievance procedure.
- 10.03 Any Board of Arbitration appointed hereunder shall not have any power to alter or change any of the provisions of this agreement **or** to substitute any new provisions or to give any decision **or** award inconsistent with the terms and provisions of this Agreement.
- 10.04 Each of the parties hereto will bear the expense of the nominee appointed to represent it, and the parties will jointly in equal shares, bear the expenses, if any, of the Chairman of the Arbitration Board and any other costs arising out of the arbitration proceedings.
- 10.05 Any Board of Arbitration appointed hereunder shall deal only with the matter in dispute and shall not have any power **to** alter or change any of the provisions of this agreement or to substitute any new provisions or to give any decision or award inconsistent with the terms and provisions of this agreement.

ARTICLE ELEVEN - SENIORITY - LAYOFF AND RECALL

- 11.01 Seniority shall be defined as the length of service within the bargaining unit. The Corporation shall maintain a seniority list showing the name, job designation, bargaining unit seniority and hiring date of each employee covered by this agreement.
- 11.02 The seniority list shall be revised as of April 1st each year if necessary and re-posted on the Corporation's notice boards in all depots of the Public Works and Parks and Recreation departments, where employees are normally expected to report for work. A copy thereof shall also be sent to the Recording Secretary of Local 136.
- 11.03 If an employee covered by this Agreement is appointed to a position excluded from this Agreement within the Corporation's employment and he/she is subsequently returned to a job within the Agreement, he/she shall not lose any seniority and the time served in the excluded position shall be credited to his/her seniority. Whenever an employee is transferred from one division to another, service with the Corporation shall be recognized.

- 11.04 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order to their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the employee with less seniority. Likewise, in the event of recall, employees shall be recalled in order of their seniority".
- 11.05 Employees **who have been laid off** due to lack of work **and** subsequently recalled, will have their length of service determined by the actual **time they** have been **on** the Corporation payroll.
- 11.06 The Corporation agrees that any notice of termination except for just cause will be in accordance with the section 40 of the E.S.A. or **as** amended from time to time.

ARTICLE TWELVE - LOSS OF SENIORITY/TERMINATION

- 12.01 An employee shall lose his/her seniority and/or be terminated if he or she:
- (a) leaves the employ **of** the Corporation of his/her own accord,
 - (b) is discharged and such discharge is not reversed through the grievance procedure,
 - (c) is laid off continuously for a period in excess of nine consecutive months,
 - (d) is laid off and fails to return to work within ten working days after having been notified **so to do** by the Corporation by registered **mail** to his/her **last** address on record with the Corporation,
 - (e) is away from work without permission for more than two working days without reasonable cause.

ARTICLE THIRTEEN - PROMOTIONS AND TRANSFERS

- 13.01 Promotions and transfers shall be made on the basis of ability and diligence provided that where two or more employees who are qualified, have equal ability and diligence, departmental seniority shall prevail.

- 13.02 Employees who are reclassified or transferred to another job designation for any reason shall carry to the new job designation their respective accumulated seniority. **Any** employee promoted or transferred **as** provided herein shall be on trial in his/her new job designation for a period of thirty (30) working days (with the exception of Traffic repair persons Signs and Signals certified **and** uncertified) or a greater period **of** time as may be agreed to by the Corporation and Union. If, during that time, he/she is not satisfactory to the Corporation, he/she shall be returned to his/her former job with no loss of seniority.
- 13.03 Personnel of the Parks and Recreation and Public Works (Outside Workers) may on a temporary basis be transferred to the inside workers departments without loss of seniority and without loss of his/her normal rate of **pay**.

ARTICLE FOURTEEN - JOB VACANCIES

- 14.01 When job vacancies occur or new jobs are created **in** the permanent establishment a notice thereof shall be posted on the Corporation's premises for five (5) working days. When selection of the successful applicant **is** from the existing staff, such selection shall be in accordance with Clause 13.01. Positions which become vacant within **the** bargaining unit will be posted within 30 days, or the Union informed.
- 14.02 All internal applicants for posted jobs shall be notified by letter of their acceptance or non-acceptance for said **job** within ten (10) working days of the successful applicant being selected. The name of the successful applicant will be posted.
- 14.03 The Corporation shall have the right to fill any vacancy temporarily while a job is posted, and nothing in this Article implies that any vacancy in the permanent: **staff** will necessarily be filled.
- 14.04 The successful candidate for a newly-created position shall not be selected solely on **the** basis of his/her having performed in that position on a temporary basis.
- 14.05 An employee who has been incapacitated at work by injury or compensable occupational disease, or who through advancing years or temporary disablement is unable to perform his/her regular duties, may be employed in other work which he/she can perform if such is available, without regard to other seniority provisions **of** this agreement, except that such employee may not displace **any** other employee.

ARTICLE FIFTEEN - PROBATIONARY EMPLOYEES

- 15.01 A newly-hired employee shall be on probation until the employee has worked 65 days from the date of hiring. After completion of the probationary period, seniority shall be effective **from** the original date of employment. The Corporation shall notify the Union of the appointment of probationary employees as soon as they are appointed.
- 15.02 A probationary employee will not carry seniority rights during his/her probationary period. Probationary employees are covered by the following articles:

<u>ARTICLE</u>	<u>TITLE</u>
2	Recognition
6	Union Membership and Representation
7	Checkoff of Union Dues
15	Probationary Employees
18	Other Employee Benefits
19	Annual Vacations
20.03	Designated Holidays (in part)
21	Hours of Work, Overtime Rates and Shift Bonus
22	Job Classifications and Wage Rates
23	Standby and Call Out Pay
24	Break Period
25	Inclement Weather
Schedules	Job Classifications and Hourly Wage Rate

A
and the benefits of the following Articles with regard to the foregoing only:

<u>ARTICLE</u>	<u>TITLE</u>
8	Grievance Procedure
10	Arbitration

The dismissal or suspension of a probationary employee shall not be the subject of a grievance and shall not be submitted to arbitration.

- 15.03 On the completion **of** his/her probationary period, the employee shall be advanced from the probationary rate of pay to the going rate for the job classification to which he/she is assigned.
- 15.04 Probationary employees will be eligible **for** Designated Holidays **as** provided by Article Twenty after one calendar month of employment.

ARTICLE SIXTEEN - TEMPORARY EMPLOYEES

- 16.01 The Corporation may in its discretion engage temporary employees for seasonal work or when there is a special project which will require additional help. A temporary employee employed for more than six months (or such longer time as agreed on in writing between the Corporation and the Union in any particular case) shall be deemed to be a permanent employee with seniority from the date he/she was hired, except a temporary employee working in a works incentive program involving another level of government who shall not qualify as a permanent employee as set out herein.
- 16.02 Temporary employees may apply to be appointed to any vacancy in the authorized permanent establishment. If the Corporation in its discretion appoints a temporary employee to its permanent staff, the time served as a temporary employee shall be counted toward the probationary period. Seniority shall be computed as though the employee had been hired sixty-five (65) working days before his/her appointment to the permanent staff or sixty-five (65) working days before completion of his/her probationary period, whichever is the later.
- 16.03 Temporary employees shall be eligible for Designated Holidays as provided in Article Twenty after one calendar month of employment.
- 16.04 Except as provided in this Article, and Articles Seven, Eight, Twenty, Twenty-one, Twenty-five, Clause 22.01, and Schedule A, this agreement does not apply to temporary employees.

ARTICLE SEVENTEEN - SICK PAY

- 17.01 On the occasion of a bona fide sickness of any employee who has been employed in an authorized position within the permanent establishment for at least three (3) months, leave of absence up to fifteen (15) continuous weeks with full pay will be granted to such employee. If sickness extends beyond fifteen (15) weeks, each case

will be reviewed on its merits and length of service will be one of the principal determining factors in deciding additional sick pay benefits, **if** any. References to Fifteen (15) continuous weeks in the foregoing will read:

<u>Continuous Week</u>	<u>Years or more of Service</u>
20	10
21	17
22	19
23	21
24	23
25	25
26	27
27	29
28	31
29	33
30	35

For calculation of the above only, successive periods of sickness shall be considered as one period of sickness unless the employee returns to work and completes at least six (6) weeks of active, full-time employment before commencement of the later period or unless the later disability is due to causes wholly different from those of the prior disability, and commences after the employee has returned to work.

Absence from work because of sickness shall be reported to the immediate supervisor by the employee immediately upon the commencement of absence.

When an employee has had four (4) incidents of sick leave in any twelve-month period, payment for subsequent occasions of sickness will be withheld for the first two days of such occasion if in the opinion of the Corporation the employee has not adequately substantiated his/her sickness as being bona fide.

- 17.02 The Head of the Department and/or the Director of Personnel may require a doctor's report regarding an employee's sickness at any time. In any case, an employee who is absent from work for more than three (3) consecutive working days, shall provide his/her immediate supervisor with a certificate satisfactory to the Corporation not later than seven (7) days after the commencement of his/her sickness or upon return to work whichever occurs first, reporting the duration or probable duration of that period of sickness. Where any

period of sickness is for more than fifteen (15) consecutive working days, a certificate from the employee's personal physician reporting duration or probable duration of the sickness with the first and most recent days of attendance upon the employee shall be provided within the first fifteen (15) days of absence and every subsequent fifteen (15) days therefrom.

17.03 If an employee is absent from work as a result of a compensable accident or illness, the Corporation shall, during such absence:

(a) advance to the employee on his/her regular pay day an amount equal to that which the Workers' Compensation Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Compensation Board will be paid to the Corporation, and the former amount will be adjusted, if necessary, to equal the latter; and

(b) pay to the employee on his/her regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his/her normal net take-home pay, after all appropriate deductions have been made. Deductions for Income Tax and Unemployment Insurance will be based on the Corporation-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Workers' Compensation Board.

17.04 The provisions of this Article shall not apply to an employee who is absent from work as a result of sickness or injury arising out of the performance of work for gain for an employer or person other than the Corporation.

17.05 Where an employee who is entitled to the provision of benefits under this Article as a result of such circumstances as entitle him to an action against some persons other than the Town of Oakville, elects to bring his/her own action against such persons, such employee shall, as a condition of such benefits being provided as aforesaid, undertake to repay the amount of such benefits to the Town of Oakville out of the proceeds of any settlement of or judgment in such action.

ARTICLE EIGHTEEN - OTHER EMPLOYEE BENEFITS

18.01 The Corporation will make available the following benefit plans to employees:

- (a) Hospital/Medical - Ontario Health Plan Lor Basic Hospital and Medical Care;
- (b) Extended Health/Drugs - An Extended Health Plan including semi-private hospital and prescription drug coverage as insured through the Great-West Life Assurance Company, Policy No. 20139 or equivalent;
- (c) Life Insurance - a group plan for life insurance plus accidental death and dismemberment benefit coverage equal to one and one-half (1-1/2) times the employee's annual salary rounded on \$1,000 or nearest higher \$1,000; effective January 1, 1993 two times employees annual salary.
- (d) Pensions:
 - (i) The Canada Pension Plan,
 - (ii) The Ontario Municipal Employees Retirement System (O.M.E.R.S.) Basic plan,
 - (iii) The Ontario Municipal Employees Retirement System Type 1, 1-3/4% Past and Future Service, 0.7% reduction plan for normal retirement at age 65, Past Service including service to date of inception of the Supplementary Plan paid for by the Corporation and future cost from that date forward shared equally between the Corporation and the Employee;
- (e) Dental Care - A Dental Care Plan (Blue Cross or equivalent) Plan No. 7 and Rider No. 1, (as previously negotiated) 50% co-insured coverage based on the 1991 ODA fee schedule, effective May 7, 1992. Rider Plan No. 3 (or equivalent as previously negotiated) 50% co-insured, to lifetime maximum of \$1000.00. Coverage based on the 1991 ODA fee schedule, effective May 7, 1992. Rider Plan No. 4 (b) (or equivalent as previously negotiated) 50% co-insured to maximum of \$1000.00 annually effective May 7, 1992. Rider Plan No. 2 (or equivalent) co-insurance 25% carrier and 75% employee to maximum of \$1000.00 annually effective August 3, 1992, with the Corporation paying 100% of the premium cost.

Effective February 16, 1993 the above plan and riders will be based on the 1992 ODA fee schedule.

- (f) A family visioncare plan based on \$175.00 per person each 24 months, and effective August 1, 1992 \$200.00 per person every 24 months.

- (g) Long Term Disability - An L.T.D. Plan including a 2-year own occupation clause, with a benefit factor equal to 66-2/3% of the employee's normal monthly wages, reduced by any primary Canada Pension Plan, and/or Workers' Compensation Act benefits and/or like offsets. The plan will commence immediately after sick leave benefits, as referred to in Article Seventeen, have been exhausted. Full premium will be paid by the Corporation.
- 18.02 Each employee shall, as a condition of employment, enroll or be enrolled in the Ontario Health Plan, the Life Insurance Plan as outlined in (c) above, the pension plans as outlined in (d) above, the Dental Care Plan as outlined in (e) above, and the Visioncare Plan as outlined in (f) above, and the L.T.D. Plan as outlined in (g) above, all in accordance with the requirements of the respective plans.
- 18.03a The Corporation will in no instances be considered the insurer, but will be obliged hereunder only to pay the total premium costs for the benefit plans in 18.01 (a), (b), (c), (e), (f) and (g), and to contribute to the pension plans in 18.01 (d) in accordance with the Canada Pension Act and The Ontario Municipal Employees Retirement System Act. In the event of a modification of any of the plans outlined by legislation of either the Provincial Legislature or Federal Parliament which reduces the premium(s), the reduction shall be applied wholly to the Corporation's share of the premium costs.
- 18.03b Any benefit changes will apply to those permanent employees on staff at the date of ratification on this agreement.
- 18.04 The five-twelfths U.I.C. rebate payable to employees will be retained by the Corporation.
- 18.05 The Corporation shall make available to employees who retire before the age of 65 either because of a disability, or with the OMERS 90 factor, and who have at least fifteen years of service with the Corporation, the opportunity to continue their coverage under the benefit plans outlined in 18.01 (a), (b) and (e) above, and Life Insurance in the amount of \$2,000.00, and contribute the percentage of the premium costs for such in accordance with the following schedule:
- for employees with more than 15 years' service - 60%
 - for employees with more than 20 years' service - 80%
 - for employees with more than 25 years' service - 100%

provided that the employee:

- a) does not engage in any activity for which remuneration and/or profit would normally be available, and
- b) has no other means of access to such coverages at less cost.

Coverage under this Clause will cease at the end of the month in which the employee celebrates his/her sixty-fifth (65th) birthday.

18.06 The Corporation reserves to itself the ability to change carriers for any of the above-mentioned benefits provided the level of coverage remains the same.

18.07 a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest, fraudulent, negligent or malicious act of such employee.

b) The Corporation shall not be liable to make any payment under Clause (a) above unless:

- (i) that employee has promptly given written notice of such claims to the Corporation;
- (ii) the Corporation, its insurer if applicable, have had reasonable opportunity to take carriage of such proceedings and if declined, have been regularly advised, in writing, of the status of the action;
- (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;
- (iv) in the case of settlement of such claim, and the payment of reasonable legal costs, the Corporation has agreed to such settlement and approved such costs.

ARTICLE NINETEEN - ANNUAL VACATIONS

19.01 For the purposes of this article "service" shall be calculated as of the anniversary date of the employee's service in the calendar year in which vacation is granted.

19.02 Vacation with pay shall be granted annually on the following basis respectively:

<u>Years of Service</u>	<u>No. of Weeks Vacation</u>
1	2
3	3
9	4
16	5
25	6

19.03 During an employee's last year of service prior to normal or early retirement (**or** retirement with an unreduced pension benefit under O.M.E.R.S. 90 factor provisions), he/she shall be granted additional vacation entitlement in time or payment of one day **for** each year **of** service completed with the Corporation.

19.04 The Corporation agrees to post a vacation schedule in advance of March 31st each year **so** that vacations **may** be fairly allocated. In the event that more than one employee in any job designation requests vacations within the same period, the employee with the greatest seniority shall be given preference. All vacation entitlements not selected by **May** 1st will thereafter be scheduled by management.

19.05 Except when otherwise approved in writing by the Director of the Department involved, or his/her designate, **and** the Director of Personnel, no vacation allowance shall be carried from one year to another, but shall be taken in the calendar year granted. Exceptions will generally only be permitted in respect of vacation periods scheduled which are subsequently cancelled at the request of the Corporation due to exigencies, or in respect of time during which the employee is actually hospitalized, and/or immobilized due to an injury, and which time cannot be accommodated at another time or times **in** the same year.

19.06 Vacations shall be scheduled subject to the exigencies **of** the service.

- 19.07 When an employee is assigned to work a shift on a permanent basis at other than the normal hours of work as set out in Article Twenty-one, his/her pay for vacation shall include any bonus for shift work applicable to his/her working hours provided by the same article.
- 19.08 When an employee is away from work for a continuous period in excess of fifteen (15) weeks because of sickness or because of a compensable accident, his/her period of vacation shall be reduced proportionately as the time absent from work in excess of fifteen (15) weeks is to fifty (50) weeks.
- 19.09 In any calendar year an employee who is eligible for vacation with pay under Article Nineteen on the basis therein set forth who requests and is permitted to take such vacation in advance of actual entitlement thereto and such employee subsequently leaves the service of the Corporation, the Corporation shall recover from such employee the value of such vacation taken prior to actual entitlement thereto.
- 19.10 **If**, in any 12-month period, an employee is granted leave of absence without pay in excess of ten (10) days for any reason other than sickness, Worker's Compensation accident arising from employment with the Corporation in accordance with Clause 27.01, or Court Duty, his/her vacation entitlement shall be reduced to the nearest one-half day in the same proportion that all such leave is to 50 weeks.
- 19.11 An employee retiring at the normal retirement age at any time in the vacation year, prior to using their vacation, shall be entitled, subject to adequate notice, to a payment of wages in lieu of such vacation entitlement, at the time of the retirement date.

ARTICLE TWENTY - DESIGNATED HOLIDAYS

- 20.01 For every employee who has completed one calendar month of continuous current employment, the following days and any other day proclaimed by the Governor General, the Lieutenant-Governor or the Council for observing a public holiday shall be recognized as a paid holiday. If any of these days falls on a Saturday or on a Sunday, the Corporation shall identify a normal working day preceding or following that day to be observed as a day off in lieu thereof.

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	December 24
Christmas Day	Boxing Day	(half day)

One additional "FLOATER" day shall be recognized as a paid designated holiday to be taken at a time agreeable to the employee and the Corporation. If an employee terminates, adjustment in respect of the "FLOATER" day will be made on the same basis that vacation entitlement is calculated (employee's anniversary).

- 20.02 Employees who are not required to work on any of the designated holidays as defined in Clause 20.01 will receive payment equal to one normal day's pay at their regular straight time hourly rate provided they work on the working days immediately preceding and immediately following the holiday. If an employee is absent from work on the working days immediately preceding and/or immediately following the holiday because of authorized leave of absence, he/she shall be paid for the holiday provided the authorized leave of absence does not exceed three working days.
- 20.03 Employees who are required to work on the actual date of any of the designated holidays as set forth in Clause 20.01 shall receive in addition to the amount stated in Clause 20.02, payment equal to time and one-half their regular straight time hourly rate for all hours worked on such holiday. Employees required to perform unscheduled work on a designated holiday shall be paid at twice their regular rate of pay.
- 20.04 If a designated holiday occurs during an employee's vacation period, he/she shall be granted another day off with pay in lieu thereof.

**ARTICLE TWENTY-ONE -HOURS OF WORK, OVERTIME RATES AND
SHIFT BONUS**

- 21.01 The normal hours of work for employees other than those specified in Clause 21.03 shall be eight hours per day, Monday to Friday, and forty hours per week. Subject to the exigencies of the service, the ordinary daily hours of work shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Whenever the Corporation changes the normal hours of work as provided in Clause 3.01 (b) to other times or shifts, a notice thereof shall be posted on the bulletin board for a period of no less than seven calendar days. The requirement of this clause shall not apply when a change in hours of work or days of work is necessitated by an emergency arising from weather, accident or natural disaster.

- 21.02 Time and one-half the regular rate shall be paid for any hours worked in excess of forty hours per week or eight hours per day except that twice the regular rate shall be paid for all unscheduled hours worked on Sundays or the day designated as the second day of rest and designated holidays.
- 21.03(a) Normal hours of employees who are employed in any **Parks Maintenance or Facilities Operation** required to operate on a six (6) or seven (7) consecutive day basis, shall be eighty (80) hours on any of ten (10) days within a fourteen (14) consecutive day period and may be scheduled for days, afternoons, or evenings, provided no employee is required to work on more than seven (7) continuous days and there is at least 24 hours between a change in shift. Hours worked in excess of those set out herein, including work on Designated Holidays, may be paid at the rate of time and one-half or, at the request of the employee and agreement of the Corporation, be accumulated and added hour for hour to an employee's vacation entitlement.
- 21.03(b) The daily hours of work for employees in the Sanitation Section of the Department of Public Works is 7:00 a.m. to 3:30 p.m. with a half hour lunch period. The Corporation may, at its discretion, implement a "task system" in the Sanitation Section. The terms and conditions of the task system shall be determined by the Corporation and may be changed from time to time.
- 21.04 An employee required to work on a full scheduled shift which commences at or before 4 a.m., or, at or after 12 noon on any day shall, except in cases of emergency as set out in clause 21.01, be paid a bonus of **\$.60 per hour** for such shift.
- 21.05 An employee required to work two consecutive hours or more to his/her normal scheduled hours shall be provided with a meal allowance of **\$5.50** by the Corporation. Such employee shall also be granted sufficient time to eat if required to work beyond this two hour period and effective November 2, 1992 meal allowance increment to **\$6.00**.
- 21.06 Nothing in this Article is to be read or construed as a guarantee to provide work for any time whatever.
- 21.07 The Corporation agrees that students will not be granted pre-arranged overtime in preference to regular employees in the same job classification. For the purpose of this clause "pre-arranged overtime" shall mean overtime which can be scheduled at least twenty-four (24) hours in advance.

- 21.08 Premium rates for overtime, shift or holiday pay, etc., shall not be pyramided or duplicated for the same hours under any condition in this agreement.
- 21.09 Any employee who after working their normal shift, or day, continues working until the beginning of their next normal shift, or day, and then goes home, will be paid an additional four hours at the regular rate for the loss of time during their normal shift on that day.

ARTICLE TWENTY-TWO - JOB CLASSIFICATIONS AND WAGE RATES

- 22.01 Schedule "A" to this Agreement shows the job classification and wage rates to be paid. The Schedule applies only to employees on staff at the date of ratification of this agreement, those who have retired since commencement of its terms and those who become employees subsequent to ratification of this agreement.
- 22.02 On the occasions when an employee is required by the Corporation to perform the duties of an employee in a higher grade than his/her own for more than two (2) hours in any one day, he/she shall be paid for the hourly rate for such higher graded job for such hours. When an employee is temporarily assigned to perform the duties of a lower graded job, his/her rate shall not be reduced for such hours worked.
- 22.03 When an employee whose normal duties do not include the supervision of other employees is required by the Corporation to supervise and direct the activities of three or more employees or employees of hired contractors for a continuous period of one full shift, he/she shall be classed as a Lead Hand and receive the Lead Hand hourly premium for the period he/she so supervises and directs, except for the following positions which have Lead Hand responsibilities included in the job rate: Carpenter/Utility; Utilityperson I; Harboursperson I; Traffic Lead Hand - Signs; Cemetery Operator I and Senior Greenhouse Operator.
- 22.04 An Arena Maintenance/Operator required by the Corporation to supervise a function for which a liquor license has been issued shall be paid a bonus of \$1.00 per hour per function for such hours he/she supervises that function at all facilities excluding Glen Abbey and River Oaks complexes.

At Glen Abbey and River Oaks complexes, Arena Maintenance/Operators shall be paid a premium of \$1.00 per hour for work performed during the following shifts: Monday to Friday for hours worked from 4:00 p.m. to 2:00 a.m.; and Saturday and Sunday from 6:00 a.m. to 1:00 a.m.

ARTICLE TWENTY-THREE - STAND-BY AND CALL OUT PAY

- 23.01 Employees who are required by the Corporation to be on stand-by on weekends or holidays for emergency calls, shall be paid for all such hours on stand-by at ten per cent of their normal regular hourly rate.
- 23.02 Employees who are required by the Corporation to be on stand-by week nights for emergency calls, shall be paid for all such hours on stand-by at five per cent of their normal regular hourly rate.
- 23.03 When an employee who is on stand-by is called out to perform emergency work at other than normal hours of work, for such time worked a minimum of three hours at time and one-half his/her normal rate shall be paid except where two or more calls are received within the two-hour period or actual work period, if longer, in which case the time will be considered continuous. For purposes of this clause, time will be calculated from portal to portal if within the area serviced by the Municipality in the respective instance, or otherwise from the boundary thereof, all travel being direct.
- 23.04 An employee not on stand-by who is called to work to meet an emergency condition will be paid the greater of three (3) hours, or the time actually worked, at the employee's prevailing overtime rate, as specified in 21.02.
- 23.05 At an employee's request and with the Corporation's approval, an employee may be paid for all hours worked as defined in this Article or take time off at a rate equal to the actual time worked up to a one (1) week maximum in any calendar year, and the Corporation will determine the scheduling of time off.

ARTICLE TWENTY-FOUR - BREAK PERIOD

- 24.01 The Corporation will permit employees a fifteen-minute break period at or about the mid-point of each of the two working periods of the normal eight (8) hour working day and such break period must be taken at the location where the employee is working.

ARTICLE TWENTY-FIVE - INCLEMENT WEATHER

- 25.01 Employees when required to work outside in inclement weather **as** determined by the Corporation, will be provided with their own waterproof wearing apparel supplied by the Corporation.
- 25.02 When, in the opinion of the Corporation, severe weather prevents employees from performing their normal duties, the Corporation will endeavour to provide inside work.
- 25.03 Students who report to work when required and are sent home because of inclement weather shall receive two hours of pay,

ARTICLE TWENTY-SIX - CLOTHING

- 26.01 (Works Department) The Corporation will provide at its expense all permanent employees, when working in the following jobs, with uniforms and will also pay the cost of cleaning the uniforms: labourers working at garbage collecting, the operators **of** oil distributors, mechanics, welders and heavy equipment operators. The Corporation will provide the same clothing to all other employees upon completion of their probationary period or upon appointment to the permanent service. "Uniforms" means pants and shirts. Coveralls shall be available **as** required for mechanics (**A** or **B**), mechanic's helpers, welders, oil distributor operators, sweeper Operators, heavy equipment operators, small equipment operators, bricklayers, bricklayer's helpers, small engine repairpersons and tire repairpersons. Bib overalls shall be available as required for tree cutter and trimmers. Effective February 16, 1993 The Corporation shall provide, at its expense, the following:

- (a) All Permanent Employees:
 - 3 Long Sleeved Shirts
 - 3 Short Sleeved Shirts
 - (or a combination there-of including 'T' Shirts).
 - 5 pairs of Pants or Coveralls
- (b) Shop Personnel (Mechanics **A** and **B**, Equipment Maintenance Co-ordinator, Small Engine Repairperson, Tire Repairperson, Welder).
Supply and Launder Coveralls.
- (c) Equipment Operators, (includes Heavy Equipment, Small Equipment, Sweeper, Oil Distributor).
1 Pair Regular Coveralls.
- (d) Sanitation Driver/Loader.
2 Pairs Orange Coveralls with reflective tape.
- (e) Traffic Repairpersons.
2 Pairs Orange Coveralls with reflective tape.
- f) Brush crews (Permanent Employees).
2 Pairs Orange Coveralls with reflective tape.

1. All clothing shall be maintained by the individual employee (except as noted in (b) above) including cleaning and mending.
2. A piece of clothing rendered unusable shall be replaced by the Corporation at its expense upon receipt of such unusable clothing.
3. The quality of all clothing shall be the industry standard "work wear" permanent pressed quality.
4. The Town will designate the supplier, quality of clothing, style and colour.
5. The Town will require all permanent employees to wear such clothing **at all times on the job.**
6. The employee will attend the Town's supplier to obtain all clothing after normal working hours.

26.02 (Works Department and Parks Division) Employees shall be required to wear safety footwear while working for the Corporation. The Corporation will pay to **all** permanent employees on staff April 1st each year a sum of \$65.00, said payment to be made in the first pay period following this date. Failure to wear safety footwear shall be subject to disciplinary action. Temporary and probationary employees shall be required to supply footwear at their own expense and effective April 1, 1993 replace with the following:-

Employees shall be required to wear safety footwear while working for the Corporation. The Corporation will pay to the employee up to \$65.00 towards the cost of C.S.A. approved safety shoes once per calendar year. The employee must provide the Corporation with an official receipt from a supplier and said employee will be reimbursed to a maximum of the agreed upon amount within 15 working days on his/her regular pay cheque. Temporary and probationary employees shall be required to supply footwear at their own expense.

26.03 Where the Corporation provides uniforms and safety equipment for employees, the employee will wear the uniforms and equipment while performing their duties. Failure to wear the uniforms and equipment in the prescribed manner will be subject to disciplinary action.

ARTICLE TWENTY-SEVEN - LEAVE OF ABSENCE, EDUCATIONAL LEAVE

- 27.01 Subject to the exigencies of the service, leave of absence without pay and without loss of seniority will be given to no more than four employees covered by this Agreement to attend Union Conventions, Education or Training Courses, provided such leave does not exceed a total of thirty working days in the calendar year and that all requests for such leave are made in writing at least ten working days in advance of the date the leave is requested.
- 27.02a A leave of absence shall be granted without loss of pay to an employee to attend the funeral, on the following basis,
- 5 days Parent
 Spouse
 Child

 - 3 days Brother
 Sister
 Grand Child
 Grand parent
 Son-in-law
 Daughter-in-law
 Parent-in-law
 Sister-in-law
 Brother-in-law
 Legal Guardian

 - 1 day Aunt
 Uncle
- 27.02b If a death occurs in an employee's immediate family (being parent, child, **spouse**, brother, sister) while the employee is on vacation, he/she shall be granted the appropriate bereavement entitlement, and have his/her lost vacation time reinstated, to be taken at time agreed upon between the employee and his/her manager. Notwithstanding the above, bereavement leave will not be granted to employees attending a funeral during periods when, **for** other reasons, they are not at work, for example, vacation, public holidays and illness. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, **the** Corporation, **on** request, may grant additional bereavement leave.

- 27.03 Employees who are required to serve as jurors or are subpoenaed to appear in court shall be granted leave of absence for that purpose and shall have their normal pay continued for the time served provided the employee has immediately notified his/her superior. At the conclusion of his/her jury duty, the employee shall obtain a certificate of attendance showing the period of jury duty and the compensation shall be turned over to the Town Treasurer. Any travel allowance and expenses paid to the employee other than compensation may be retained by the employee.
- 27.04 Where an employee who has made reasonable endeavours without success to obtain an appointment other than during his/her normal working hours, consequently requests from his/her supervisor a reasonable period in advance, he/she shall be allowed sufficient leave of absence with pay and without loss of seniority or benefits to attend such personal appointment with his/her medical doctor or dentist during working hours. Such appointment will be made at a time or times as convenient as possible to the Corporation's operations. The Corporation may require the employee to substantiate to its satisfaction the reasonableness of the employee's endeavours for leave to be granted.
- 27.05 Maternity leave will be granted for the period specified by the Employment Standards Act R.S.O. 1980 Chapter 137, as amended from time to time.

ARTICLE TWENTY-EIGHT - TECHNOLOGICAL CHANGE

- 28.01 If changes in technology, mechanization, operating methods or organization compel a reduction in employee complement, consultation shall occur between the Corporation and the union with the view to minimizing staff reductions and developing a program of retraining and redeployment in an attempt to maintain constructive employment for those displaced. Any termination of employment occasioned by such changes shall only occur after the union and employee(s) concerned have been given one hundred and twenty (120) calendar days written notice.



ARTICLE TWENTY-NINE - ENTIRE AGREEMENT CLAUSE

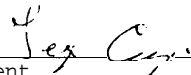
29.01 The parties hereto agree that any prior oral or written understandings or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will form part of this Agreement unless documented and signed by the parties as a supplement to this Agreement.

ARTICLE THIRTY - DURATION OF AGREEMENT

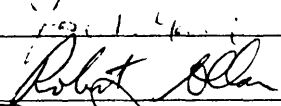
30.01 This Agreement shall be effective on the 16th day of February 1992 and shall remain in full force and effect ~~until the 15th day of February, 1994,~~ and from year to year thereafter, subject to notice as provided in The Ontario Labour Relations Act R.S.O. 1980, Chapter 228.

DATED at Oakville this 26th day of AUGUST 1992.


THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 136



President

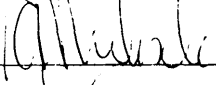


Representative



Representative

THE CORPORATION OF THE TOWN OF OAKVILLE



Mayor



Clerk

SCHEDULE A

Work Grade	Job Designation	Wage Rates Effective Feb. 16, 1992 <u>1%</u>
<u>..W. & P. & R.</u>		<u>\$ per hour</u>
1	Labourer Yardperson/Custodian Custodian Facilities Arborist II Garbage Loader	14.52
2	Traffic Repairperson-Signs-Cert. Arena Facilities Maintenance, Uncert. Harbourperson II Small Equipment Operator Arborist I Traffic Repairperson-Signs-Uncert.. Sportsfield Maint. Operator	15.12
3	Tire Repairperson Truck Driver, DZ Small Engine Repairperson, Uncert. Cemetery Operator II Garbage Driver/Loader Utility Person II	15.26
4	Traffic Repairperson-Signs-Certified Truck Driver A Traffic Repairperson, Certified Backhoe/Large Loader Operator Arena Maintenance Operator-Certified Heavy Equipment Operator Storekeeper II	15.48
5	Gardener Small Engine Repairperson, Certified One Man Packer Backhoe Operator	15.79
6	Traffic Repairperson-Signals-Uncert. Tree Cutter/Trimmer Grader Operator Greenhouse Operator Lead Hand Permanent Equipment Maintenance Co-ordinator Cemetery Operator I Traffic Repairperson-Signals-Certified(1st 6 mths.)	16.27

SCHEDULE A

Work Grade	Job Designation	Wage Rates Effective Feb. 16, 1992
7	Utilityperson I Traffic Lead Hand - Signs Harboursperson I Carpenter/Utility I Traffic Repairperson-Signals-Certified Senior Greenhouse Operator Welder/Utilityperson Storekeeper I	<u>16.116</u>
8	Licensed Mechanic A or B Traffic Repairperson I	<u>19.94</u>

- Probationary Employees - \$.30 per hour lower than the job designation rate.
- Temporary Employees - \$.60 per hour lower than the job designation rate.
- Temporary Leadhand (Working) - a premium of \$.80 per hour over the higher of his/her own or the highest supervised rate.

SCHEDULE A

Work Grade	Job <u>Designation</u>	Wage Rates Effective May 16, 1992 ----- \$ per hour
1	<u>P.W. & P.S.R.</u> Labourer Yardperson/Custodian Custodian Facilities Arborist II Garbage Loader	14.67
2	Traffic Repairperson-Signs-Cert. Arena Facilities Maintenance, Uncert. Harbourperson II Small Equipment Operator Arborist I Traffic Repairperson-Signs-Uncert. Sportsfield Maint. Operator	15.27
3	Tire Repairperson Truck Driver, DZ Small Engine Repairperson, Uncert. Cemetery Operator II Garbage Driver/Loader Utility Person II	15.41
4	Traffic Repairperson-Signs-Certified Truck Driver A Traffic Repairperson, Certified Backhoe/Large Loader Operator Arena Maintenance Operator-Certified Heavy Equipment Operator Storekeeper II	15.64
5	Gardener Small Engine Repairperson, Certified One Man Packer Backhoe Operator	15.94
6	Traffic Repairperson-Signals-Uncert. Tree Cutter/Trimmer Grader Operator Greenhouse Operator Lead Hand Permanent Equipment Maintenance Co-ordinator Cemetery Operator I Traffic Repairperson-Signals-Certified(1st 6 mths.)	16.43

SCHEDULE A

<u>Work Grade</u>	<u>Job Designation</u>	Wage Rates Effective May 16, 1992 <u>1%</u>
	Utilityperson I	17.03
	Traffic Lead Hand - Signs	
	Harboursperson I	
	Carpenter/Utility I	
	Traffic Repairperson-Signals-Certified	
	Senior Greenhouse Operator	
	Welder/Utilityperson	
	Storekeeper I	
<hr/>		
8	Licensed Mechanic A or B Traffic Repairperson I	20.14

-
- .. Probationary Employees - \$.30 per hour lower than the job designation rate.
 - Temporary Employees - \$.60 per hour lower than the job designation rate.
 - Temporary Leadhand (Working) - a premium of \$.60 per hour over the higher of his/her own or the highest supervised rate.

SCHEDULE A

<u>Work Grade</u>	<u>Job Designation</u>	Wage Rates Effective Feb.16, 1993 <u>2%</u>
	<u>P.W. & P. & R.</u>	<u>\$ per hour</u>
1	Labourer Yardperson/Custodian Custodian Facilities Arborist II Garbage Loader	14.96
2	Traffic Repairperson-Signs-Cert. Arena Facilities Maintenance, Uncert. Harbourperson II Small Equipment Operator Arborist I Traffic Repairperson-Signs-Uncert. Sportsfield Maint. Operator	15.58
3	Tire Repairperson Truck Driver, D2 Small Engine Repairperson, Uncert. Cemetery Operator II Garbage Driver/Loader Utility Person II	15.72
4	Traffic Repairperson-Signs-Certified Truck Driver A Traffic Repairperson, Certified Backhoe/Large Loader Operator Arena Maintenance Operator-Certified Heavy Equipment Operator Storekeeper II	15.95
5	Gardener Small Engine Repairperson, Certified One Man Packer Backhoe Operator	16.26
6	Traffic Repairperson-Signals-Uncert. Tree Cutter/Trimmer Grader Operator Greenhouse Operator Lead Hand Permanent Equipment Maintenance Co-ordinator Cemetery Operator I Traffic Repairperson-Signals-Certified(1st 6 mths.)	16.76

SCHEDULE A

Work Grade	Job Designation	Wage Rate Effective Feb. 16, 1993 <u>2%</u>
7	Utilityperson I Traffic Lead Hand - Signs Harboursperson I Carpenter/Utility I Traffic Repairperson-Signals-Certified Senior Greenhouse Operator Welder/Utilityperson Storekeeper I	17.37
8	Licensed Mechanic A or B Traffic Repairperson I	20.54

- Probationary Employees - \$.30 per hour lower than the job designation rate.
- Temporary Employees - \$.60 per hour lower than the job designation rate.
- Temporary Leadhand (Working) - a premium of \$.60 per hour over the higher of his/her own or the highest supervised rate.

A P P E N D I X A

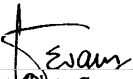
LETTER OF INTENT

May 1, 1992

To: President
Local 136
C.U.P.E.

Dear Sir:

This letter will serve to confirm our agreement to deal with the "Emergency Condition - Call Out" through the Labour/Management Committee to review and establish an agreeable procedure to be used when additional manpower is required following contact by the Supervisor of job specific employees required to meet an emergency condition.


_____ for The Corporation

A P P E N D I X B

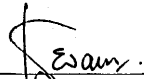
LETTER OF INTENT

May 1, 1992

To: President
Local 136
C.U.P.E.

Dear Sir:

This letter will serve to confirm our agreement to review the duties of the Arena Maintenance Operator at the Glenn Abbey Recreation Centre through the Labour/Management Committee no later than July 15, 1992.



for Uile Corporation

A P P E N D I X C

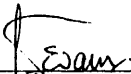
LETTER OF INTENT

May 1, 1992

To: President
Local 136
C.U.P.E.

Dear Sir:

This letter is to advise **you** that the Corporation will extend the courtesy of permitting the C.U.P.E., Local 136, President to attend various Health and Safety meetings within the Local 136, upon request **of** the Joint Health and Safety Committee members, providing adequate notice is given (at least 48 **hours**) to the Corporation.



for the Corporation

LETTER OF INTENT

May 1, 1992

To: President
Local 136
C.U.P.E.

Dear Sir:

This letter will serve to confirm our agreement to review and develop language pertaining to the "Task System - Sanitation" by June 26, 1992.



for the Corporation