

|                   |      |    |    |
|-------------------|------|----|----|
| SOURCE            | Town |    |    |
| EFF.              | 93   | 03 | 01 |
| TERM.             | 95   | 02 | 28 |
| NO. OF EMPLOYEES  | 450  |    |    |
| NOMBRE D'EMPLOYÉS | 20   |    |    |

1993/1994

COLLECTIVE AGREEMENT

B E T W E E N :

THE CORPORATION OF THE TOWN OF PICKERING  
(hereinafter called the "Corporation")

OF THE FIRST PART,

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 129  
(hereinafter referred to as the "Union")

OF THE SECOND PART

MAY 14 1994

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## INDEX

| ARTICLE<br>NO. |   | PAGE<br>NO. |
|----------------|---|-------------|
| 1              | PURPOSE                                       | 1           |
| 2              | SCOPE   | 1           |
| 3              | NO DISCRIMINATION                             | 2           |
| 4              | NO STRIKES OR LOCK-OUTS                       | 2           |
| 5              | CORPORATION'S RIGHTS                          | 3           |
| 6              | UNION SECURITY                                | 3           |
| 7              | GRIEVANCES                                    | 3           |
| 8              | ARBITRATION                                   | 4           |
| 9              | DISCHARGE & DISCIPLINE CASES                  | 4           |
| 10             | MANAGEMENT & UNION GRIEVANCES                 | 5           |
| 11             | UNION COMMITTEE & STEWARDS                    | 5           |
| 12             | SENIORITY                                     | 5           |
| 13             | LOSS OF SENIORITY                             | 7           |
| 14             | ADEQUATE NOTICE OF LAY-OFF                    | 7           |
| 15             | JOB POSTING                                   | 7           |
| 16             | TRANSFERS TO SUPERVISORY POSITIONS            | 8           |
| 17             | LEAVE OF ABSENCE                              | 8           |
| 18             | OUTSIDE UNIT - TOOLS, EQUIPMENT<br>& CLOTHING | 9           |
| 19             | FIRST-AID KITS AND SAFETY                     | 10          |
| 20             | SICK LEAVE                                    | 10          |
| 21             | BEREAVEMENT LEAVE                             | 10          |
| 22             | PAID HOLIDAYS                                 | 11          |
| 23             | VACATIONS                                     | 11          |
| 24             | RELIEVING IN OTHER GRADES                     | 12          |
| 25             | CONTRACTING OUT                               | 12          |
| 26             | RETROACTIVE FEATURE                           | 13          |
| 27             | BENEFITS                                      | 13          |
| 28             | COMMUNICATIONS                                | 14          |
| 29             | JOB EVALUATION                                | 14          |
| 30             | TECHNOLOGICAL CHANGE                          | 16          |
| 31             | SCHEDULES                                     | 16          |
| 32             | COPIES OF AGREEMENT                           | 16          |
| 33             | TERM OF AGREEMENT                             | 17          |
| 34             | INTERPRETATION                                | 17          |
|                | SCHEDULE 'A'                                  | A-1/A-5     |
|                | SCHEDULE 'B'                                  | B-1/B-5     |
|                | SCHEDULE 'C'                                  | C-1/C-2     |
|                | SCHEDULE 'D'                                  | D-1         |

THIS AGREEMENT made as of the 1st day of March 1993.

BETWEEN:

THE CORPORATION OF THE TOWN OF PICKERING  
hereinafter referred to as the "Corporation"

OF THE FIRST PART,

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES . LOCAL NO. 129  
hereinafter referred to as the "Union"

OF THE SECOND PART.

**ARTICLE 1 - PURPOSE**

- 1.1 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**

- 2.1 The Corporation recognizes the Union as the sole bargaining agent for all of its Inside and Outside staff save and except:

- (a) Town Manager
- (b) Department Heads
- (c) Deputy ~~Department~~ Heads
- (d) (i) ~~Manager~~ • Accounting & Payroll Services
- (ii) ~~Manager~~ • Building & Plumbing Services
- (iii) ~~Manager~~ • Current Operations (Planning)
- (iv) ~~Manager~~ • Human Resources
- (v) ~~Manager~~ • Information Services
- (vi) ~~Manager~~ • Legal Services
- (vii) ~~Manager~~ • Policy (Planning)
- (viii) ~~Manager~~ • Supply & Services
- (ix) ~~Manager~~ • Technical Services
- (e) Employment Equity Co-ordinator
- (f) Personnel Officer
- (g) Health & Safety Co-ordinator
- (h) Works Supervisors
- (i) Operations Supervisor
- (j) Chief Plumbing Inspector
- (k) Chief Building Inspector
- (l) Transit Supervisor
- (m) Service Superintendent
- (n) Economic Development & Promotion Co-ordinator
- (o) Transit Inspectors
- (p) Superintendent of Facilities
- (q) Superintendent of Parks and Property Operations
- (r) Superintendent of Museum Operations
- (s) Supervisor • Development Control
- (t) Supervisor • Municipal Works
- (u) Program Superintendents
- (v) Complex Plant Superintendent
- (w) Aquatic Superintendent
- (x) Administrative Supervisors
- (y) Co-ordinator of Council Services
- (z) Administrative Assistants
- (aa) Legal Services Clerk
- (bb) Confidential Secretaries:
  - (i) Manager's Office
  - (ii) Legal Services (2)
  - (iii) Treasury
  - (iv) Fire Department
  - (v) Transportation
- (cc) Clerk-Typist (Manager's Office)

2.2 For the purposes of this Agreement,

- (a) "permanent employee" means a person employed full-time or part-time by the Corporation,
- (1) for permanent work in a job described in Schedule A or B hereto, and
  - (2) whose duties are of a continuing nature necessary to the general operations of the Corporation, and
  - (3) whose employment has been approved by Council or the Town Manager;
- (b) "temporary employee" means a person employed for full-time or part-time by the Corporation,
- (1) for temporary work in a job described in Schedule A, B or C hereto, to replace a permanent employee or a special recreation employee who is temporarily absent, or
  - (2) for temporary work in a job described in Schedule A, B or C hereto, for a maximum of 120 calendar days (which maximum may be extended by mutual agreement), and
  - (3) whose duties are of a temporary nature necessary to the general operations of the Corporation, and
  - (4) whose employment has been approved by Council or the Town Manager;
- it being understood that a temporary employee shall not be hired at the expense of a permanent employee being laid off;
- (c) "special recreation employee" means a person employed part-time by the Corporation,
- (1) for less than 24 hours per week in a job described in Schedule C hereto, or
  - (2) students employed during the normal school vacation periods, and
  - (3) whose employment has been approved by the Town Manager;
- (d) "full-time" means required to work the normal work day and the normal work week for that classification on a regular basis; and
- (e) "part-time" means required to work less than the normal work day or the normal work week for that classification on a regular basis.

2.3 Unless otherwise stated herein, this Agreement applies to permanent employees, temporary employees and special recreation employees, as defined in Article 2.2(a), (b) and (c).

### **ARTICLE 3 - NO DISCRIMINATION**

3.1 There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, nor by reason of membership or activity in the Union.

### **ARTICLE 4 - NO STRIKES OR LOCK-OUTS**

4.1 So long as this Agreement continues to operate, there shall be no strikes or lock-outs as those terms are defined in the Labour Relations Act.

## ARTICLE 5 - CORPORATION'S RIGHTS

- 5.1 The Union acknowledges that it is the exclusive function of the Corporation to hire, promote, demote, transfer and suspend employees, and also the right of the Corporation to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 5.2 The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its commitments and responsibilities. The right to decide on the number of employees needed by the Corporation at any time, the right to use methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Corporation.
- 5.3 The Corporation also has the right and the Union recognizes it to make and alter from time to time reasonable rules and regulations to be observed by the employees. Such changes and general rules and regulations shall be posted on the bulletin board and shall not be inconsistent with any of the provisions of this Agreement having particular regard for the provisions of Article 12 - Seniority, as contained herein. Wherever possible, the Union shall be given five day's prior notice of such changes.
- 5.4 The Corporation shall not exercise these rights in a manner inconsistent with the terms of this Agreement.

## ARTICLE 6 - UNION SECURITY

- 6.1 The Corporation recognizes the Union as the exclusive collective bargaining agent for the said employees.
- 6.2 All employees eligible to be in the Union will be required to pay to the Union an amount equal to the current monthly Union dues, whether a member or non-member, so long as the Union is the recognized bargaining agent.
- 6.3 The Corporation shall deduct from the wages of each employee, a sum equal to the Union's current monthly dues and remit monies so deducted to the Secretary-Treasurer of the Union, accompanied by a list of names showing those from whom deductions were made; the Union shall keep the Corporation informed in writing as to the names and addresses of the proper officers.

## ARTICLE 7 - GRIEVANCES

- 7.1 Complaints and grievances of employees arising out of this Agreement shall be in writing and shall be dealt with in the following manner.

**PRELIMINARY STEP** - The complaint or grievance shall be filed with the Town Manager and the employee's Department Head within ten working days of the act or omission which is the reason for the complaint or grievance being made.

**STEP 1** - The employee, assisted by a representative of the Union, shall first take the matter up with the employee's Department Head within the first two working days following the filing of the complaint or grievance with the Town Manager. Failing settlement at this stage, the employee may proceed to Step 2.

**STEP 2** - The employee, assisted by a representative of the Union, may take the matter up with the Town Manager within the first seven working days following the filing of the complaint or grievance. Failing settlement at this stage, the employee may proceed to Step 3.

**STEP 3** - The employee, assisted by a representative of the Union, may take the matter with the Council of the Corporation, or a Committee thereof having jurisdiction, within the first twelve working days following the filing of the complaint or grievance. Failing settlement at this stage, the employee may proceed to arbitration.

**STEP 4 - ARBITRATION** - The Union may, on behalf of the employee refer the matter to arbitration provided it does so within ten working days after the date upon which the Council or Committee rendered its decision in Step 3.

7.2 Any decision given at any Step in the grievance procedure must be given in writing.

7.3 Notwithstanding the foregoing, the Parties may, by mutual agreement in writing, extend the time limits provided herein.

7.4 This Article applies only to permanent employees and special recreation employees.

### **ARTICLE 8 - ARBITRATION**

8.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within fifteen days, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs. The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairman.

8.2 This Article applies only to permanent employees and special recreation employees.

### **ARTICLE 9 - DISCHARGE & DISCIPLINE CASES**

9.1 In the event that an employee, other than an employee serving a probationary period, is discharged or disciplined and the employee considers that an injustice has been done, the employee may file a grievance pursuant to the provisions of Article 7.1 and such grievance shall be proceeded with accordingly, except that Step 1 shall be omitted and the employee shall have the right to proceed directly from the Preliminary Step to Step 2.

9.2 Where an employee's grievance against discharge or discipline duly comes before an Arbitration Board, the Board may make a ruling;

- (i) confirming the Corporation's action, or
- (ii) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of this case), or
- (iii) disposing of the grievance in any other manner which may be just and equitable in the opinion of the Board.

- 9.3 Where an employee has received no discipline for a period of two years. any disciplinary notation older than two years which is not related to a suspension shall, if the employee so requests, be removed from the employee's file. This clause does not affect final warnings or warnings which accompany suspensions.
- 9.4 This Article applies only to permanent employees.

#### **ARTICLE 10-MANAGEMENT AND UNION GRIEVANCES**

- 10.1 The Corporation or the Union may bring forward at any meeting with the Labour/Management Committee called by the Corporation or the Union on not less than two day's notice, 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 Article 8.

#### **ARTICLE 11 - UNION COMMITTEES & STEWARDS**

- 11.1 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 11.2 The Union shall advise the Corporation of the names of the employees appointed to those Committees or selected as Stewards. The number of Stewards from a department or facility shall be by mutual agreement.
- 11.3 The Union acknowledges that employees appointed to Committees or as Stewards 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 supervisor or respective Department Head, and upon the completion of Union duties shall report back to their supervisor or respective Department Head, or to any job to which they have previously been directed, and give any reasonable explanation which may be requested with respect to their absence.
- 11.4 It is understood that such permission shall not be unreasonably withheld.
- 11.5 In accordance with this understanding, employees appointed to the Bargaining Committee, the Job Evaluation Committee, the Health and Safety Committee, the Labour-Management Committee or the Employee Assistance Program Committee and Stewards meeting with Corporation representatives on grievance or disciplinary matters will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with any matter arising out of this Agreement, provided the matter cannot be dealt with outside of regular working hours.
- 11.6 Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Corporation reserves the right to withhold payment if the Committee member or Steward 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.
- 11.7 This Article applies only to permanent employees.

#### **ARTICLE 12 - SENIORITY**

- 12.1 (a) Seniority will be based upon the length of service with the Corporation, running continuously (excluding unpaid leaves or absence as defined in Article 17.6) from the date of last hiring.
- (b) Promotions, lay-offs, re-calls and transfers will be based upon the length of service of an employee in either the Inside Unit or the Outside Unit, provided that the employee with the greatest length of service in his Unit has the qualifications to perform the requirements of the job.
- (c) Subsection (b) shall not apply to lay-offs and transfers resulting from or necessitated by:
- (i) an employee's loss or suspension, by an agency other than the Corporation, of any qualification or licence that is required in the employee's in the employee's classification or position; or
  - (ii) the exercise by the Corporation of any of its rights under Article 5.2.

- (d) Notwithstanding the provisions of (c)(i) and (c)(ii), an employee whose ability to perform duties as an employee is adversely affected by a loss or suspension of a driver's license shall be placed in another position within the Corporation upon mutual agreement of the Parties.
- 12.2 "Promotion" in this Agreement shall mean transfer to an occupational classification carrying a higher rate of pay in an employee's Unit. Transfer shall mean to a classification carrying a similar rate or lower rate of pay in the employee's Unit. The Secretary of the Local Union will be advised as to transfers or promotions within the two Units.
- 12.3 The Corporation will maintain a seniority list showing, with respect to each employee, the date of last hiring and job classification. A seniority list will be prepared and maintained in two sections, one section with respect to employees in the Inside Unit and the other section with respect to employees in the Outside Unit.
- 12.4 (a) The seniority lists will be prepared by the Corporation and posted up on the 2nd day of January and July of each year. Copies of the applicable sections of the seniority list will be posted up in the Unit to which they relate.
- (b) The Corporation will issue a seniority list for full-time and part-time Transit and Handi-Trans Operators one week before each three-month sign-up of transit routes.
- 12.5 The Corporation will supply the Union with a copy of each seniority list and will supply extra copies to officers of the Union on request, to the extent that extra copies may be available from time to time.
- 12.6 An employee shall continue to acquire seniority if absent from work for the following reasons and for the periods of time shown:
- (a) Compensable illness or accident for a period of one year, after which time the Corporation may review a particular case to determine suitability for further employment.
- (b) Non-compensable illness or accident which exists for the duration of one year or less.
- (c) Service in the active Armed Forces during a time of war as declared by the Government of Canada, provided he returns to work immediately following discharge.
- (d) Jury duty.
- (e) Subject to the provisions of Article 17,
- (i) leave of absence with pay;
- (ii) any other special case approved by the Town Manager.
- 12.7 When a new employee is hired, the employee shall be on probation for period of 90 days, and the employee shall not be covered by any of the terms of this Agreement except in the wage rate classification and as provided in Articles 20, 22, 27 and 31.
- 12.8 An employee retained in a position past the 90 day probationary period shall be deemed to have acquired seniority and the employee's name shall be placed on the seniority list, and credited with seniority from the date of last hiring, all in accordance with Articles 12.1 and 12.2.
- 12.9 Notwithstanding the provisions of Article 12.8, a special recreation employee shall be on probation for a period of 312 hours.
- 12.10 This Article applies only to permanent employees and special recreation employees: its application to a part-time permanent employee and a special recreation employee shall be on a pro-rata basis consistent with the total number of hours worked annually (excluding over-time) by the part-time permanent employee and the special recreation employee compared with the total number of hours worked annually (excluding over-time) by a full-time permanent employee in that classification.



### **ARTICLE 13 - LOSS OF SENIORITY**

- 13.1 Seniority rights and an employee's employment shall **be** terminated if:
- (a) the employee leaves of own accord;
  - (b) the employee is discharged, and such discharge is not reversed through the grievance or arbitration procedure;
  - (c) as a result of non-compensable illness or accident, the employee is unable to work and is eligible for Long Term Disability payments for a continuous period or more than 24 months;
  - (d) the employee is laid off and fails to return without justification within **5** (five) working days after being notified to do so by the Corporation, either by registered mail or certified mail addressed to the employee's last address **on** record with the Corporation, or by personal delivery to the employee.
  - (e) the employee **is** laid off and not re-called for a continuous period of 24 calendar months; or
  - (f) the employee retires or is retired at normal retirement age.
- 13.2 This Article applies only to permanent employees.

### **ARTICLE 14 - ADEQUATE NOTICE OF LAY-OFF**

- 14.1 Unless legislation is more favourable to the employees, the Corporation shall notify employees who **are** to **be** laid off, fifteen **(15)** calendar days prior to the effective date of lay-off where possible. If the employee has not had the opportunity to work the days **as** provided in this Article, the employee shall **be** paid for the days for which work **was** not made available.
- 14.2 **An** employee who has received notice of lay-off **may, up** to seven (7) calendar days after the date of such notice, bump **any other employee in the** employee's Unit with less service, **so long as the bumping employee has the** qualifications to **perform** the requirements of **the bumped employee's job**.
- 14.3 **An** employee who has received notice of being bumped by another employee **may, up** to five working days after the date of such notice, bump **any other employe**a in the employee's Unit, **so long as the bumping employee has the** qualifications to **perform** the requirements of the bumped employee's job.
- 14.4 **New** employees shall not be hired until employees who have been laid-off or **bumped** and **who** have the qualifications to **perform** the requirements of the job for which the new employee is to **be** hired have been recalled.
- 14.5 **This** Article applies **only** to permanent employees.

### **ARTICLE 15 -JOB POSTING**

- 15.1 When any of the occupational classifications mentioned in Schedules **A** and **B** of **this** Agreement become vacant, or **any** new positions of a permanent nature **are** created, notice thereof shall **be** posted up for a period of five working days in all departments in **the** Unit in which the vacancy or the new position occurs. Any such notice shall **contain** the nature of the position, the qualifications required, the wage or **salary** rate and **any** other relevant information.
- 15.2 **An** employee in the Unit for which **the vacancy is** posted **who** wishes to **be** considered to fill it, shall **submit written application to** the official of the Corporation **named** in the notice within **and** not after five working days of the **posting** up of such notice, **setting** forth his qualifications.
- 15.3 **When** two or more employees **make** application for any such posted vacancy, the provisions of Article 12.1 shall apply.
- 15.4 If the Corporation selects **an** existing employee for the position so posted, the employee shall **be** on probation in the new position **for** a period of **90 days**, **and** upon the completion thereof shall be either,
- (i) reclassified in the new position; or
  - (ii) returned to the previous position.

- 15.5 If there is no applicant or no successful applicant for the position so posted from the bargaining unit, the Corporation may fill such position from outside sources, provided they advise the Union of their intent to do so. The Corporation will not advertise such position until applicants from the bargaining unit are advised of the Corporation's decision.
- 15.6 Where new positions within the bargaining unit are created or current positions reclassified, the Corporation will advise the Union in advance of the nature of the position and the proposed wage or salary scale, commensurate with the required qualifications.
- 15.7 Any employee who has become unable to handle customary work to advantage, owing to age or other infirmity, shall be given preference for any available work within the employee's capabilities, at not less than the basic rate of pay for that classification to which the employee has been transferred, providing he does not replace another employee.
- 15.8 The Union shall be notified in writing when new appointments, promotions, transfers, hirings, lay-offs, re hirings and terminations in the bargaining unit are to be considered by the Town Manager and shall have an opportunity to make representations thereto.
- 15.9 Under this Article, all correspondence shall be forwarded to the Secretary of the Union.
- 15.10 This Article applies only to permanent employees.

#### **ARTICLE 16 - TRANSFERS TO SUPERVISORY POSITIONS**

- 16.1 If an employee is promoted or transferred to a supervisory position which is not subject to the provisions of this Agreement, the employee shall retain previous seniority and continue to accrue seniority for a further period of one year. If the employee is transferred back within such period to a position subject to the provisions of this Agreement, the employee shall carry accumulated seniority.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.1 The Corporation may grant leave of absence without pay to any employee requesting such leave for good and sufficient cause.
- 17.2 A Department Head may grant leave of absence with pay to an employee upon any special grounds and the period of any such leave of absence shall be charged against the employee's sick leave credits. All such requests shall be communicated to the Town Manager.
- 17.3 The Corporation may grant leave of absence for a maximum of one year to any two employees who request such a leave by reason of their election or appointment as Officers of the Union, without pay and without loss of seniority or occupational classification, save as hereinafter set out. Such leave will be extended for one year if requested by the employee.
- 17.4 Leave of absence, without pay or loss of seniority, for attendance at Union conventions, will be granted to not more than four employees for a period not to exceed thirty days in any one year.
- 17.5 Where possible, all requests for leave of absence shall be in writing and shall be submitted at least two weeks in advance of the proposed day for the commencement of the leave.
- 17.6 An employee may only accumulate seniority during the first three months of a leave of absence granted under any paragraph of this Article.
- 17.7 When an employee is summoned for jury duty or subpoenaed as a court witness, the employee shall not suffer any loss of salary or wages while so serving, provided that the Corporation shall be obliged to pay only the difference between such employee's compensation as a juror or witness fee and conduct money as a witness and the salary or wages which would otherwise have been earned had the employee worked the regular working day involved.

- 17.8 Maternity Leave will be granted in accordance with the Employment Standards Act.
- 17.9 Parts 2 to 8, both inclusive, of this Article apply only to permanent employees.

**ARTICLE 18 - OUTSIDE UNIT - TOOLS, EQUIPMENT & CLOTHING**

- 18.1 When it is necessary for employees in the Outside Unit to work in an emergency during inclement weather, the Corporation will provide rubber coats, hats and boots or such other clothing as is necessary to keep the employees warm and dry.
- 18.2 The Corporation will provide employees in the Outside Unit with such tools and equipment as are necessary to carry out the work of the Corporation.
- 18.3 Such tools, equipment and clothing are the property of the Corporation and are not to be removed from the Corporation's property without permission from the employee's supervisor outside the bargaining unit.
- 18.4 The Corporation shall pay in each contract year the full cost of the following clothing for all employees in the Outside Unit not presently supplied with uniforms; such clothing to be available by May 31st of each year:
- two pair coveralls
  - two pair trousers
  - two shirts
  - one winter jacket to a value of \$47.15 (1991) and \$49.00 (1992) if deemed necessary by the employee's Department Head, to be alternated with a spring jacket every other year for Schedule A employees working at the Pickering Recreation Complex and Don Beer Arena;
- 18.5 (i) The Corporation shall pay the full cost of the following clothing for full-time permanent Transit Operators in the Transit Department, such clothing to be available by May 31st of each year:
- One tunic
  - Two pairs of pants, skirts or culottes at the employees option.
  - Two uniform shirts with long sleeves.
  - Two uniform shirts with short sleeves.
- (ii) One winter jacket every three years for Handi-Trans Operators.
- 18.6 The Corporation shall reimburse each employee required by law to wear safety boots in the performance of the employee's duties for the cost of one pair of such boots per year provided that:
- (1) the boots are approved by the Corporation for use as safety boots;
  - (2) the employee submits a receipt for the purchase of the boots; and
  - (3) the amount to be reimbursed to the employee by the Corporation shall not exceed \$73.50 (1991) and \$76.00 (1992).
- 18.7 The Corporation shall provide a \$300.00 per annum tool allowance for all licensed mechanics classified as such under this Agreement.
- 18.8 The Corporation shall supply the necessary tools to perform the responsibilities of the Vehicle Serviceman. Such tools shall remain the property of the Corporation.
- 18.9 Parts 4 to 8, both inclusive, of this Article apply only to full-time permanent employees, excluding those employees classified as,
- (a) Clerk-Typist-Recreation Complex, or
  - (b) Transit Clerk

## ARTICLE 19 - FIRST-AID KITS AND SAFETY

- 19.1 First-aid kits and fire extinguishers 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 and extinguishers are properly cared for and maintained.
- 19.2 Both Parties shall cooperate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 19.3 The Safety and Health Committee shall **be** continued and composed of not more than three representatives appointed by the Corporation, and three representatives appointed by the Union.
- 19.4 **The** Safety and Health Committee shall hold meetings **as** required to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer **no** loss of **pay** for attending such meetings. Copies of the minutes of all Committee meetings shall be sent to the Corporation and to the Union.

## ARTICLE 20 - SICK LEAVE

- 20.1 (a) Each employee **will** be entitled to sick leave which will accumulate at the rate of one and one-half days per month. The unused portion of an employee's sick leave will be accumulated and **carried** forward from one year to another provided that, to **qualify** for sick leave with pay, an employee shall, when requested by the Corporation, produce evidence of illness reasonably **satisfactory** to the Corporation.
- (b) For any illness in excess of three working days, an employee **may be** required to produce a certificate from a medical practitioner, **certifying** that the employee was unable to carry out duties due to illness.
- 20.2 When an employee is injured at work and in receipt of Workers' Compensation in lieu of regular pay, the Corporation will make up the difference **between** such compensation and **regular** pay to the extent of the **maximum** of the employee's accumulated sick leave with pay credits. The **amount** of such make up shall be deducted from such **accumulated** credits.
- 20.3 This Article applies **only** to **permanent** employees; its application to a part-time **permanent** employee shall be on a pro-rata **basis** consistent with the **total number** of hours worked **annually** (excluding overtime) by the **part-time permanent** employee compared with the total number of hours worked **annually** (excluding overtime) by a **full-time permanent** employee in that classification.

## ARTICLE 21 - BEREAVEMENT LEAVE

- 21.1 (a) **An** employee shall be allowed up to **three days off** with pay at the time a death occurs in the employee's **immediate family**, which shall mean father, mother, father-in-law, mother-in-law, sister, brother, spouse, child, grandparents and grandchild, or other relative **living** with the employee.
- (b) **In the event** such a death, or the funeral, is held at a distant point **requiring** extra travelling time, the employee may be granted up to **two additional** days **off with** pay, subject to prior approval wherever possible of the **Department** Head or delegate.
- 21.2 **This** Article applies **only** to **permanent** employees.

**ARTICLE 22 - PAID HOLIDAYS**

22.1 (a) The holidays shown below shall be recognized as holidays for which the employee shall be paid; in the case of an employee in the Outside Unit, a sum equal to the employee's current hourly rate for the number of hours the employee would regularly have worked, and in the case of an employee in the Inside Unit, a sum equal to the employee's daily current salary. In order to qualify for holiday pay, an employee shall work the regularly assigned hours of work on the day immediately prior to and on the day immediately following the holiday (or the day on which the holiday is observed, as the case may be) and work on the holiday if scheduled to work. If an employee is absent on any of such days by reason of illness which is verified by a doctor's certificate, the employee shall not lose pay for the holiday. In the event that an employee is on an approved paid leave of absence, regular vacation or approved bereavement leave, the employee shall not lose his pay for the holiday.

(b) The said holidays are as follows:

|                          |                           |
|--------------------------|---------------------------|
| New Year's Day           | Good Friday               |
| Easter Monday            | Victoria Day              |
| <del>Dominion Day</del>  | Civic Holiday             |
| <del>Labour Day</del>    | Thanksgiving Day          |
| <del>Christmas Day</del> | Boxing Day                |
| 1/2 day on Christmas Eve | 1/2 day on New Year's Eve |

one day floating holiday, to be taken on a day mutually agreeable to the employee and the employee's Department Head.

and any other day proclaimed as a National or Provincial Holiday by the Federal or Ontario Governments.

(c) If any of the said holidays fall on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday.

22.2 A probationary employee will be eligible for the paid holidays mentioned in this Article after the employee has completed 30 days of service.

22.3 An employee who is required to work on any of the above paid holidays will, in addition to the holiday pay, be paid at one and one-half times the employee's regular hourly rate for all hours actually worked.

22.4 If one of the said holidays falls or is observed during the employee's vacation period, the employee shall be granted another day off with pay in lieu thereof.

22.5 (a) This Article applies only to permanent employees and temporary employees.

(b) Paid Holidays for special recreation employees shall be granted in accordance with the provisions of the Employment Standards Act, as amended from time to time.

**ARTICLE 23 - VACATIONS**

23.1 An employee who has completed the years of seniority (within the meaning of Article 12.1) shown below on the 30th day of June in any year shall be entitled to the corresponding vacation with pay:

**Years of Seniority**

**Length of Vacation with Pay**

Less than one year

One working day for each completed month of service, to a maximum of ten working days

One year but less than three years

Ten working days

Three years but less than nine years

Fifteen working days

Nine years but less than seventeen years

Twenty working days

Seventeen years but less than twenty-five days

Twenty-five working days

Twenty-five years or more

Thirty working days

- 23.2 In the event that an employee has reached his 3rd, 9th, 17th or 25th year anniversary, the vacation year ~~for~~ purposes of calculating vacation entitlement will be extended to September 30th.
- 23.3 The Corporation agrees to post a vacation schedule in advance of April 1st, so that vacations may be equitably allocated throughout the vacation period. Subject to the Corporation's right to maintain a qualified working force, the choice of vacation days shall be given to employees with the greatest seniority.
- 23.4 (a) Vacation is to be taken during the year in which it is earned.
- (b) If an employee is entitled to more than ten working days vacation and wishes to take the portion in excess of ten working days at a time other than immediately prior to or following the latter, he may do so, providing that the excess portion is taken:
- (i) during the year in which it is earned.
- (ii) at a time agreeable to the Corporation.
- (c) Notwithstanding the above, the ~~Town~~ Manager may grant the request of an employee to carry over one or more weeks of vacation to the next year. Such carry-over of vacation will only be permitted once in every three years. All such requests and approvals shall be in writing.
- 23.5 (a) This Article applies only to permanent employees.
- (b) Vacations, or payment in lieu thereof, for temporary employees and special recreation employees, shall be granted or paid in accordance with the provisions of the Employment Standards Act, as amended from time to time.

#### **ARTICLE 24 - RELIEVING IN OTHER GRADES**

- 24.1 When an employee in the Outside Unit is detailed to relieve in a position of higher rating for more than three consecutive hours, the employee shall receive the rate for the position for the full period of the relief.
- 24.2 When an employee in the Outside Unit is detailed to relieve in a position of lower rating for any period, the employee shall maintain the regular rate of pay.
- 24.3 In the event that an employee in the Inside Unit is requested to relieve in a position carrying a higher rate of salary than that to which the employee is presently classified, the employee will be paid an additional sum equivalent to 70% of the difference between the rate presently paid and that paid to the employee in the position carrying the higher rate of salary.

#### **ARTICLE 25 - CONTRACTING OUT**

- 25.1 No work in job categories covered by this Agreement shall be contracted out at the expense of present employees being laid off.
- 25.2 Where it is contemplating contracting out work of a nature performed by Union employees, the Corporation shall advise the Union by written notice.
- 25.3 No tenders ~~or~~ the contracting of the work shall be invited until at least six months after the giving of the notice referred to in Article 25.2.
- 25.4 During the six month notice period referred to in Article 25.3, the Union shall be given an opportunity to make representation to the Corporation with respect to the contracting out of the work in question; the Corporation shall make available to the Union any material of a non-confidential nature being examined in support of its decision to contract out the work.
- 25.5 This Article applies only to permanent employees.
- 25.6 This Article shall not prevent the retention by the Corporation of students enrolled in an educational institution as part of a work experience programme directly related to their course of study, provided such students do not replace existing permanent employees or employees currently on lay-off. The retention of students is subject to the approval of the parties.

## ARTICLE 26 - RETROACTIVE FEATURE

- 26.1 Subject to the provisions of Articles 33.2 and 34.1, any agreement between the Parties with respect to any adjustment, wages or salary shall be retroactive to the effective date of this Agreement.

## ARTICLE 27 - BENEFITS

- 27.1 (a) The Corporation shall pay, for all full-time permanent employees, 100% of the premium cost of the following:
- (1) major medical plan, including prescription drugs and semi-private hospitalization;
  - (2) vision care plan providing an accumulated two-year benefit of \$175;
  - (3) long-term disability plan providing 75% of regular earnings to a maximum of \$2,000 per month;
  - (4) dental plan equivalent to the Blue ~~Cross~~ Plan No. 7, utilizing current O.D.A. rates, and including orthodontic coverage for dependent children to a \$1,500 lifetime maximum with 50%/50% co-insurance. Major restorative coverage at 50% reimbursement with a \$1,000 annual maximum; and
  - (5) life insurance plan to a value of twice the employee's annual salary to the nearest \$500.
- (b) A full-time permanent employee may apply for a further sum of life insurance to bring the total life insurance coverage to three times annual salary to the nearest \$500, to a maximum of \$100,000, subject to evidence of insurability; the employee shall pay 100% of the premium cost of this additional insurance.
- 27.2 (a) The Corporation shall pay to all part-time permanent employees who have worked in excess of 720 hours an amount equal to 100% of the premium cost of the benefits listed in Part 1 of this Article for all time worked in excess of those 720 hours in lieu of having such benefit premiums provided for them.
- (b) The application of this Part of this Article to a part-time permanent employee shall be on a pro-rata basis consistent with the total number of hours worked (excluding overtime) in a period by the part-time permanent employee compared with the total number of hours worked (excluding overtime) in the same period by a full-time permanent employee in that classification.
- 27.3 The Corporation shall pay to all temporary employees who have worked in excess of 720 hours (excluding overtime) an amount equal to 8% of gross wages earned after those 720 hours in lieu of having the benefit premiums for the benefits listed in Part 1 of this Article paid for them.
- 27.4 The Corporation shall pay to all special recreation employees who have worked in excess of 312 hours (excluding overtime) an additional .30¢ per hour for each hour worked after those 312 hours in lieu of having the benefit premiums listed in Part 1 of this Article paid for them.
- 27.5 The Corporation shall make contributions, on behalf of each participating permanent employee, to the O.M.E.R.S. Basic Pension Plan in amounts required by the Board of O.M.E.R.S. from time to time.
- 27.6 **Disability Benefits:**
- Where a full-time permanent employee as defined by Clause (a) of Article 2.2 is eligible for full benefits under the provisions of a Long-Term Disability Plan provided by the Corporation's insurance company, the Corporation will continue to pay the premium cost of the Extended Health Benefits Plan so long as the employee continues to be eligible for such Long-Term Disability benefits.

27.7 Retiree Benefits:

- (a) The Corporation shall pay 100% of the premium cost of a paid up life insurance policy of \$2,000 for all full-time permanent employees who retire at age 65 or who take early retirement under the existing O.M.E.R.S. plan on the principle of "90 and out".
- (b) The Corporation shall pay 75% of the premium cost of major medical plan, including prescription drugs and semi-private hospitalization, for those full-time permanent employees,
  - (1) who retire on or after March 1, 1989, and who are receiving an unreduced O.M.E.R.S. Basic Pension, or
  - (2) who are receiving an unreduced O.M.E.R.S. Disability Pension, until the employee attains age 65.

**ARTICLE 28 - COMMUNICATIONS**

- 28.1 Except where provided elsewhere in this Agreement, any correspondence or matter arising out of this Agreement will be directed to either the Secretary of the Union or to the Town Manager of the Corporation.
- 28.2 A Labour/Management Committee shall be formed of no more than three persons from each Party with meetings to be held on an as required basis. Either Party may notify the other in writing of its desire to hold a meeting as well as the proposed agenda and the Parties shall meet as soon as reasonably possible. The minutes of the meeting shall be taken and provided to all members.

**ARTICLE 29 - JOB EVALUATION**

- 29.1 (a) The Job Evaluation Manual (adopted by both parties in April of 1988) is the system that is to be used by the parties in evaluating the relative worth of jobs falling within the Scope of Schedules A, B and C. Individual classifications and salary levels will be in accordance with the salary grades indicated in Schedule D.
- (b) The parties may, by mutual consent, modify any aspect of the Job Evaluation Manual in order to bring about improvements in the implementation and maintenance of the system.
- (c) All new Job Descriptions shall be evaluated by the Evaluation Committee in accordance with the Job Evaluation Manual,
- (d) All revised Job Descriptions shall be reviewed and, if appropriate, re-evaluated by the Evaluation Committee in accordance with the Job Evaluation Manual, except that minor changes to Job Descriptions, such as identification details, name of department or division and reporting structure will not require review and re-evaluation.
- (e) Job Description evaluation requests shall be considered in the order in which they are forwarded to the Evaluation Committee.

**29.2 Evaluation Committee**

- (a) There will be an Evaluation Committee composed of four persons: one representative of the Town Manager's Office, a Corporation appointee and two appointees from the Union - which Committee will consider all requests for evaluation of Job Descriptions for new positions created within the bargaining unit and for re-evaluation of revised Job Descriptions for existing positions.
- (b) The Union will notify the Corporation in writing of its appointees to this Committee by March of each year; each member of the Committee will serve a minimum of one year in the interest of continuity.



29.3 **Job Evaluation and Re-evaluation Procedures**  
(Corporation Initiated)

- (a) The Corporation shall prepare the proposed Job Description.
- (b) Where there is an incumbent in the job, he shall be given a copy of the proposed Job Description and shall be given an opportunity to review and comment on the same.
- (c) The proposed Job Description shall be forwarded by the Personnel Office to the Evaluation Committee.
- (d) Where the position is vacant, the Corporation may **assign** a temporary relative job worth value **and** salary level ~~for~~ the job and so notify the Evaluation Committee.
- (e) Within 60 calendar days after receipt of the proposed Job Description, the Evaluation Committee shall meet to review and evaluate or re-evaluate the Job Description and:
  - (1) Where there **is** an incumbent and **agreement** is reached on the evaluation or re-evaluation of the **Job** Description, the results shall be implemented on the **Monday** following the date the Job Description **was** evaluated or re-evaluated.
  - (2) ~~Where~~ the position **is** vacant and **agreement** is reached on the evaluation or re-evaluation of the **Job** Description, the results shall be implemented **as** of the date the position is occupied.

29.4 **Job Re-evaluation Procedures**  
(Employee Initiated)

- (a) Any **employee**, having occupied a position for a minimum of six months since the **date** of last evaluation or re-evaluation, **who feels** that there has been a **material** change **in** the duties or responsibilities of the position, **shall** contact their Department Head, **in** writing, and request a revised **Job** Description and completed Job Fact Sheet.
- (b) The employee **shall** complete a Job Re-Evaluation Request Form (which **may** be obtained from the **Personnel Office**) and shall forward it along with a copy of a revised **Job** Description and completed **Job** Fact Sheet to the Personnel Office which shall, **in turn**, forward them to the Evaluation Committee.
- (c) ~~Within~~ 60 calendar days after receipt of the revised Job Description and completed Job Fact Sheet, the **Evaluation Committee** shall meet to **review** and, where appropriate, re-evaluate the revised Job Description.
- (d) Salary increases **resulting** from the re-evaluation **shall be** made effective **as** of the date that the **Personnel Office** received both the revised Job Description and the completed Job Fact Sheet.

29.5 **Evaluation Committee Decisions**

Decisions made by the Evaluation Committee shall be binding ~~u~~ on the Corporation, the **Union**, and the employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement.

29.6 **Arbitration Process**

U agreement **cannot** be reached by the **Committee**, the matter shall be referred to a single Arbitrator, who shall be **jointly** selected by the **Corporation and the Union**. Failing settlement on the selection of an Arbitrator **within 15** days, the Minister of **Labour**, upon the request of either party, **may** appoint the Arbitrator. The Arbitrator shall have no **power** to **alter, modify, detract from, suspend, add to, amend or change** rates of pay or any provision of the Job Evaluation **Manual**. The decision of the Arbitrator shall **be** final and binding on the parties. The Arbitrator's fees and expenses shall be shared equally by the parties.

No person may be appointed **as an** Arbitrator **who has** been involved **in an** attempt to negotiate or settle the matter leading to Arbitration.

- 29.7 Incumbents in red-circled positions shall receive the negotiated wage increases until such time as the incumbent vacates the position.
- 29.8 This Article applies only to permanent employees.

### **ARTICLE 30 - TECHNOLOGICAL CHANGE**

- 30.1 If the Corporation proposes to change the method of providing municipal services to the community by technological change, and as a result to displace an employee from a position, the Corporation shall notify the Union of its proposal as soon as practicable and afford the Union an opportunity to meet with the Town Manager, and such other management personnel as considered appropriate, prior to the implementation of the proposal.
- 30.2 When proposing to displace an employee from a position in the process of implementing a technological change, the Corporation shall consider the following possibilities:
- (a) the re-training of the employee to work within the technologically changed method;
  - (b) the relocation of the employee to another position, the requirements of which the employee has the qualifications and ability to perform;
  - (c) the relocation of the employee to another position, the requirements of which the employee does not have the qualifications or ability to perform, and the re-training of the employee in that position.
- 30.3 In the event that an employee being displaced as a result of technological change,
- (a) is not to be re-trained, relocated or relocated and re-trained, and
  - (b) is to be laid off,
- such lay-off shall be governed by the provisions of Article 12.
- 30.4 This Article applies only to permanent employees.

### **ARTICLE 31 - S** \_\_\_\_\_

- 31.1 Attached hereto and forming part of this Agreement are the following:
- Schedule A - Outside Unit, Job Classifications, Pay Grades, Hours of Work and Working Conditions.
  - Schedule B - Inside Unit, Job Classifications, Pay Grades, Hours of Work and Working Conditions.
  - Schedule C - Job Classifications and Pay Grades
  - Schedule D - Pay Grades and Rates of Pay

### **ARTICLE 32 - COPIES OF A** \_\_\_\_\_

- 1 The Corporation agrees to in its practice of the the in booklet form which one copy to be given to each of the collective bargaining unit and 50 copies to the Recording Secretary of the 29.

### ARTICLE 33 - TERM OF AGREEMENT

- 33.1 ~~This Agreement will be for a term of 24 months, commencing on the 1st day of March, 1993 and ending on the 28th day of February, 1995 and from year to year thereafter unless either Party gives notice in writing not more than 90 days prior to the expiration date in any year of its desire to amend same.~~

### ARTICLE 34 - INTERPRETATION

- 34.1 Monetary amounts accompanied by or headed by the years "1993" and "1994" shall be in effect from March 1st, 1993 to February 28th 1994 (both inclusive) **and** from March 1st, 1994 to February 28th, 1995 (both inclusive), respectively.

**Date Signed**

July 8, 1993

**THE CORPORATION OF THE TOWN OF  
PICKERING**

**(Signed) Wayne Arthurs**

**Wayne Arthur~Mayor**

**(Signed) Bruce J. Taylor**

**Bruce J. Taylor, Town Clerk**

**Date Signed**

July 8, 1993

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 129**

**(Signed) John Wojnicz**

**John Wojnicz, President**

**(Signed) David Waldriff**

**David W. Waldriff, Secretary**

# CLASSIFICATIONS & PAY GRADES

## SCHEDULE A

| <u>PAY</u><br><u>GRADE</u> | <u>POINT BAND</u> | <u>JOB TITLE</u>   |
|----------------------------|-------------------|--|
| 17                         | 280 - 299         |  |
| 16                         | 260 - 279         | Senior Construction Technician<br>Service Supervisor   |
| 15                         | 240 - 259         | Lead Mechanic  |
| 14                         | 220 - 239         | <del>Complex</del> General Foreperson<br>Working Foreperson • <del>Forestry</del> , Horticulture<br>& Construction<br>Working Foreperson • Property Operations<br>& Turf Maintenance<br>Roads Foreperson   |
| 13                         | 205 - 219         | Construction Inspector<br>Mechanic<br>Mechanical Maintenance Mechanic<br>Working Foreperson • <del>Don</del> Beer Arena<br>Working Foreperson • Recreation Complex   |
| 12                         | 190 - 204         |  |
| 11                         | 175 - 189         | Gardener/Arborist<br>Gradall Operator<br>Handi-Transit Booking Clerk<br>Heavy Equipment Operator • Grader<br>Skilled Labourer  |
| 10                         | 160 - 174         | <del>Arena</del> Maintenance<br>Booking Clerk • <del>AM</del> Control<br>Gardener<br>Heavy <del>Equipment</del> Operator • Power Shovel<br>Parks Lead Hand<br>Property Maintenance Lead <del>Hand</del><br><del>Small</del> Equipment Repairperson<br>Street Sweeper Operator<br>Swimming Pool Maintenance<br>Truck Driver<br>Utility Person • Parks |
| 9                          | 145 - 159         | <del>Fitness</del> Instructor<br>Handi-Trans Operator<br>Light Truck Driver<br>Parks Maintenance Person<br>Property Maintenance Person<br>Spare Board Operator<br>Stores Clerk<br>Transit Operator   |

CLASSIFICATIONS & PAY GRADES

SCHEDULE A

| <u>PAY GRADE</u> | <u>POINT BAND</u> | <u>JOB TITLE</u>   |
|------------------|-------------------|--|
| 8                | 130 - 144         | Civic Complex Maintenance<br>Community Centre Maintenance<br>• Education & Collections Officer (Museum)<br>Labourer<br>Recreation Complex General Maintenance<br>Vehicle Serviceperson   |
| -----            |                   |  |
| 7                | 115 - 129         | • Aquatic Supervisor<br>Complex Supervisor<br>Recreation Complex - Clerk/Typist<br>Site Supervisor (Museum)<br>Transit Clerk   |
| -----            |                   |  |
| 6                | 100 - 114         | • Babysitter Supervisor<br>• Education Instructor (Museum)<br>• Head Instructor  |
| -----            |                   |  |
| 5                | 85 - 99           | Bus Cleaner<br>Cashier - Recreation Complex<br>Community Centre Custodian<br>Data Processor - Recreation Complex<br>• Facility Security Guard<br>• Head Lifeguard<br>• Housekeeper<br>• Instructor<br>Recreation Complex Custodian |
| -----            |                   |  |
| 4                | 80 - 84           | • Lifeguard<br>• Recreation Complex Attendant  |
| -----            |                   |  |
| 3                | 75 - 79           | • Arena Attendant<br>• Cleaner - Community Centres   |
| -----            |                   |  |
| 2                | 70 - 74           | • <b>Babysitter Shift Leader</b>   |
| -----            |                   |  |
| 1                | 65 - 69           | • Babysitter   |
| -----            |                   |  |

\* More than 24 hours per week

SCHEDULE A - OUTSIDE EMPLOYEES

- A.1 Employees in any of the foregoing classifications will do labour or maintenance work when required, consistent with the terms of this Agreement and the employee's job description.
- A.2 The Department Heads controlling the Public Works Department and Department of Community Services & Facilities shall be entitled to designate one or more night duty persons from time to time from the bargaining unit and to specify the hours of a nightly working period to be no longer than eight hours. Such designation for any given employee shall cover a minimum period of one week and may start Sunday evening and run through to Friday morning provided that such designation for any given employee shall not cover a period of longer than seven days in any given consecutive period and such maximum of seven days shall be alternated with at least one week of work for such employee on the regular daytime hours,

A.3 Employees in the Outside Unit shall **work** specified daily shifts **as** follows:

| <u>Department</u>       | <u>Daily Shift(s)</u>                       | <u>Shift Type</u> | <u>Work Week</u> | <u>Note:</u> |
|-------------------------|---|-------------------|------------------|--------------|
| <u>Public Works</u>     |   |                   |                  |              |
| - Roads                 | 7:30 am - 4:00 pm                           | Day               | Mon-Fri incl.    | 2,5          |
| <hr/>                   |   |                   |                  |              |
| <u>Transportation</u>   |   |                   |                  |              |
| - Works Centre          | 5:15 am - 1:45pm<br>or<br>7:30 am - 4:00 pm | Day               | Mon-Fri incl.    | 2,5          |
| (Mechanics)             | 3:30 pm - 12:00 midnight                    | Afternoon         | Mon-Fri incl.    | 2,5          |
| - Works Centre          | 9:00 am - 5:30 pm                           | Day               | Mon-Fri incl.    | 2,5          |
| (Vehicle Serviceperson) | 5:00 pm - 1:30 am                           | Afternoon         | Mon-Fri incl.    | 2,5          |
| - Receptionist          | 8:00 am - 5:00 pm                           | Day               | Mon-Fri incl.    | 1,5          |
| - Transit               | Various                                     |                   | Any 5 days       | 1,5,6        |

**Community Services & Facilities**

|                         |  |                                 |                |                         |
|-------------------------|--|---------------------------------|----------------|-------------------------|
| - Parks                 | 7:30 am - 4:00 pm*   | Day                             | Mon-Fri incl.  | 2,5                     |
| - Don Beer Arena        | 8:00 am - 4:00 pm*<br>4:00 pm - 12:00 midnight'<br>12:00 midnight - 8:00 am*   | Day<br>Afternoon<br>Night       | **<br>**<br>** | 3,4,5<br>3,4,5<br>3,4,5 |
| - Dunbarton Indoor Pool | 6:00 am - 2:00 pm*   | Day                             | **             | 3,5                     |
| - Recreation Complex    | 8:00 am - 4:00 pm*<br>4:00 pm - 12:00 midnight.<br>12:00 midnight - 8:00 am*   | Day<br>Afternoon<br>Night       | **<br>**<br>** | 3,4,5<br>3,4,5<br>3,4,5 |
| Clerk-Typists           | 5:45 am - 1:45 pm*<br>2:30 pm - 10:30 pm(Summer)<br>3:30 pm - 11:30 pm(Winter) | Day<br>*Afternoon<br>*Afternoon | **<br>**<br>** | 1,5<br>1,5<br>1,5       |

\* If there is to be a change in the **hours of any** shift or the rotation of **an employee or** employees **from one shift to another**, such change shall **be** discussed with **the Union Committee** and where possible will **take** into consideration the seniority of the employees involved

\*\* **As** scheduled by the Director of **Community Services & Facilities**.

- NOTE 1** - **Daily** shift(s) include(s) one hour unpaid **meal** break.  
**2** - Daily shift(s) include(s) one-half hour unpaid meal break.  
**3** - Daily shift(s) include(s) one hour paid meal break during which employees **are to be** available for **work**.  
**4** - Meal breaks must be staggered.  
**5** - Daily shift(s) subject to variation by Department Head.  
**6** - Daily shift(s) subject to periodic revision of Transit schedules.

A.4 (1) Employees in the Outside Unit shall ~~be~~ paid wages, overtime premium, shift premiums and emergency premiums for time worked in accordance with the following Table:

CALCULATIONS

| Day                              | OVERTIME                             |                                    |  | Emergency Premium                  |
|----------------------------------|--------------------------------------|------------------------------------|--|------------------------------------|
|                                  | <u>Basic Wages</u>                   | <u>Premium</u>                     | <u>Shift Premium</u>                           |                                    |
|                                  | Hourly Rate Times Hours Worked (1,6) | Hourly Rate Times Hours Worked (2) | Non-Day Shift Hours Worked (3)                 | Hourly Rate Times Hour, Worked (4) |
| Workweek                         | x 1                                  | x 1-1/2                            | x 53¢ (Afternoon Shift)<br>x 58¢ (Night Shift) | x 1-1/2                            |
| 6th Consecutive Day/Saturday (5) | x 1-1/2                              | x 1-1/2                            | N/A  | x 1-1/2                            |
| 7th Consecutive Day/Sunday (5)   | x 2                                  | x 2                                | N/A  | x 2                                |
| Paid Holiday (Article 22)        | x 2-1/2                              | x 2-1/2                            | x 53¢ (Afternoon Shift)<br>x 58¢ (Night Shift) | x 2-1/2                            |

**NOTE**

- 1 • Maximum eight hours daily,
- 2 • In excess of **eight hours** daily and 40 hours weekly, except Transit Clerk, ~~Clerk-Typists-Recreation Complex~~ • seven hours daily and 35 hours weekly.
- 3 • Maximum sixteen hours daily.
- 4 • ~~See Article A.4(4).~~
- 5 • Where these days **are** not part of the employee's work week, **as** designated in Article A.3.
- 6 • For employees in Transportation Department, minimum three hours, any shift.

- (2) For the **purposes** of interpreting the Table set out in Article A.4(1),
- (a) "6th consecutive day" means the last day in **an uninterrupted** sequence of **six** calendar days, **during each** of which **an** employee **has** earned wages, **and** "7th consecutive day" **has** a corresponding meaning;
  - (b) "holiday" means those days or parts of days referred to in Article 22 and is intended to apply to the days upon which the Corporation decides to observe ~~same~~;
  - (c) "hourly rate" means the dollar rates **set** out in the Classification Table referred to in Article A.1 and Schedule D, **as** such rates may be varied **from time to time**;
  - (d) "hours worked" means the number of hours, to the nearest quarter-hour, worked by **an** employee in a 24 hour period commencing **at an** employee's **starting** time;
  - (e) "overtime" means those hours worked in excess of eight in a 24 hour period (or 40 hours in any work week) commencing **at an** employee's starting time, only if the working of those hours **has been** authorized by the employee's Department Head;



- (f) "shift" means a shift designated in Article A.3 or, in the case of Transit employees, scheduled by the Director of Transportation;
  - (g) "wages" means the basic remuneration to which an employee is entitled for hours worked, but does not include any standby fee or shift premium.
- (3) So employee shall be laid off at any time from his usual shift in order that the Corporation may avoid the payment of any premium under this Article.
  - (4) When employees are called out in an emergency, they will not receive less than four hour's pay at emergency premium rates, except that more than one call within two hours of any other call shall be considered continuous.
- A.5** It is agreed that every employee shall be on the job and ready to work at the specified starting time for each working period.  
Any employee who is unable to report to work at the normal starting time shall notify the foreperson or supervisor at the earliest reasonable time.
  - A.6** Every employee shall treat members of the public with courtesy and respect and shall avoid injury to the property of the public, the ratepayers and the Corporation.
  - A.7** The regular pay period shall be every two weeks. The Corporation agrees to put the pay cheque of the individual employees in a sealed envelope.
  - A.8** Employees requested by the Corporation to use their automobile on the business of the Corporation shall be paid travel expense for distance travelled in accordance with the provisions of By-Law 3866/91, as amended from time to time, or any successor thereto.
  - A.9** The Corporation will allow break periods on the basis of one fifteen-minute period for each half of the normal working day.
  - A.10** Any employee required to be on stand-by duty shall be paid on the basis of \$10.24 per day (Effective March 1, 1991) and \$10.70 per day (Effective March 1, 1992) of stand-by in addition to whatever hours the employee might have to work. An employee accepting stand-by duty must be available at all times during such duty for call-out and any breach of this provision is to be treated as a matter of discipline.
  - A.11** Any employee who receives a request, during a normal shift, to work previously unscheduled overtime at the end of such shift, and who works such overtime, shall be eligible for a meal allowance in the amount of \$6.75 if the period between the employee's last meal break and the end of the overtime exceeds five hours.
  - A.12** (a) Part 2 of this Schedule applies only to permanent employees and temporary employees.  
(b) Part 3 of this Schedule applies only to full-time permanent employees and full-time temporary employees employed to replace full-time permanent employees who are temporarily absent.

CLASSIFICATIONS & PAY GRADES

SCHEDULE B

| <u>PAY GRADE</u> | <u>POINT BAND</u> | <u>JOB TITLE</u>  |
|------------------|-------------------|---|
| 19               | 320 - 339         | Senior Planner  |
| 18               | 300 - 319         |   |
| 17               | 280 - 299         | Planner 2<br>Survey Supervisor  |
| 16               | 260 - 279         | Building Examiner/Inspector<br>G.I.S. Co-ordinator - Information Services<br>Municipal Law Enforcement Officer<br>Planner 1<br>Systems Analyst 11   |
| 15               | 240 - 259         | Administration Supervisor<br>Building & Development - Co-ordination Officer<br>Building Inspector<br>G.I.S. Co-ordinator/Snr. Planning Draftsperson<br>Kinesiologist<br>Planning Information Officer<br>Plumbing Inspector<br>Recreation Co-ordinator |
| 14               | 220 - 239         | Aquatic Program Supervisor<br>Assistant Complex Program Co-ordinator<br>Materials Manager<br>Program Supervisor<br>Town Buyer   |
| 13               | 205 - 219         | Senior Survey Technician  |
| 12               | 190 - 204         | Development Technician<br>Systems Analyst 1<br>Traffic Technician   |
| 11               | 175 - 189         | Design Draftsperson<br>Planning Technician 2<br>Senior Tax Clerk  |
| 10               | 160 - 174         | Building & Plumbing Clerk<br>Junior Survey Technician<br>Planning Technician 1<br>programmer/Operator<br>Secretary - Committee of Adjustment  |

CLASSIFICATIONS & PAY GRADES  
SCHEDULE B

| PAY GRADE | POINT BAND | JOB TITLE   |
|-----------|------------|---|
| 9         | 145 - 159  | Administrative Assistant - Public Works<br>Administrative Secretary - Clerks<br>Administrative Services Technician<br>Buyer II<br>By-Law Secretary<br>Computer Programmer<br>Intermediate Tax Clerk<br>Payroll Clerk<br>Planning Draftsperson<br>Recreation Complex Secretary<br>Registration Supervisor<br>Senior Accounting Clerk<br>Survey Assistant<br>Treasury Information Clerk |
| 8         | 130 - 144  | Accounting Clerk 11<br>Accounts Payable Clerk<br>Computer Operator<br>Clerk-Stenographer - Word Processing<br>Development Clerk<br>Receptionist/Typist - Planning<br>Secretary/Booking Clerk<br>Technical Data Clerk - Transit  |
| 7         | 115 - 129  | Accounting Clerk 1<br>Assistant Information Clerk<br>Buyer I<br>Clerk/Typist - Purchasing<br>Clerk-Typist/Receptionist (Comm. Serv. & Fac.)<br>Materials Buyer<br>Parking Control Officer<br>Property Compliance Clerk<br>Receptionist/Clerk-Typist - Building<br>Roads Clerk<br>Secretary-Administration(Comm. Serv. & Fac.)<br>Tax Clerk  |
| 6         | 100 - 114  | Assistant Administrative Services Technician<br>Cashier<br>Clerk/Typist - Comm. Services & Facilities<br>Clerk/Typist - Planning<br>Information Clerk<br>Receptionist/Clerk-Typist - Public Works<br>Receptionist/Clerk-Typist - Public Works (P/T)<br>Receptionist-Typist (Treasury)   |
| 5         | 85 - 99    | Registration Clerk<br>Receptionist/Console Operator   |
| 4         | 80 - 84    |   |
| 3         | 75 - 79    |   |
| 2         | 70 - 74    |   |
| 1         | 65 - 69    |   |

B.1 Employees in the **Inside Unit** shall work specified daily shifts as follows:

| <u>Department</u>       | <u>Daily Shift(s)</u>  | <u>Shift Type</u> | <u>Work Week</u> | <u>Notes</u> |
|-------------------------|------------------------|-------------------|------------------|--------------|
| <b>Clerk</b>            | 8:30 am-4:30 pm        | Day               | Mon-Fri incl.    | 1,2          |
| - Clerical              | or<br>9:00 am-5:00 pm  |                   |                  |              |
| - Materials Buyer 11    | 8:30 am-4:30 pm        | Day               | Mon-Fri incl.    | 1,2          |
| .Manager                | 8:30 am-4:30 pm        | Day               | Mon-Fri incl.    | 1,2          |
|                         | or<br>9:00 am-5:00 pm  | Day               | Mon-Fri incl.    | 1,2          |
|                         | or<br>4:00 pm-12:00 am | Afternoon         | Mon-Fri incl.    | 1,2          |
| Planning                | 8:30 am-4:30 pm        | Day               | Mon-Fri incl.    | 1,2          |
| Public <del>Works</del> | or                     |                   |                  |              |
| & Treasury              | 9:00 am-5:00 pm        |                   |                  |              |

**Community Services & Facilities**

|  |                       |     |               |         |
|--|-----------------------|-----|---------------|---------|
| - Program Supervisors                    | Various               |     | •             | 1,2,3,6 |
| - Recreation Co-ordinator                |                       |     | •             | 6       |
| - Aquatic Program Supervisor             |                       |     | **            | 6       |
| - Kinesiologist                          |                       |     | •             | 6       |
| - Assistant Complex Program Co-ordinator |                       |     | •             | 6       |
| - Other                                  | 8:30 am-4:30 pm       | Day | Mon-Fri incl. | 1,2,4   |
|  | or<br>9:00 am-5:00 pm |     |               |         |

- **As** scheduled by the Director of Community Services & Facilities; maximum 40 weekly.
- \*\* **As** scheduled by the Director of Community Services & Facilities; maximum 35 weekly.

- NOTE 1** • Daily shift(s) include(s) one hour unpaid meal break.
- 2** • Selection of daily shift(s) is at sole discretion of Department Head.
- 3** • Daily shift(s) subject to variation by Department Head.
- 4** • Except Clerk-Typists-Recreation Complex - Various.
- 5** • Daily shift(s) include(s) one-half hour unpaid meal break.
- 6** • A schedule of hours to be worked by the employee shall be determined by the employer and will be posted in advance where possible, on bulletin boards.

B.2 (1) Employees in the Inside Unit shall be paid wages and overtime premiums for time worked in accordance with the following Table:

**CALCULATIONS**

| Period                       | Basic Wages                                     | Overtime Premium                       |
|------------------------------|---|--|
| Work Week                    | <b>Salary as per Schedule D,<br/>Pay Grades</b> | N/A                                    |
| Hour                         | N/A   | Hourly rate x hours worked x 1-1/2 (2) |
| Sunday (3)                   | N/A   | Hourly rate x hours worked x 2         |
| Paid Holiday<br>(Article 22) | Hourly rate x hours worked<br>x 2-1/2 (1)       | Hourly rate x hours worked<br>x 2-1/2  |

- NOTE
- 1 - ~~Maximum~~ eight hours daily • ~~Program~~ Supervisors, ~~Kinesiologist~~, Recreation Co-ordinator and ~~Assistant~~ Complex Program Co-ordinator.  
~~Maximum~~ seven hours daily • All others.
  - 2 - In ~~excess~~ of eight hours daily or 40 hours weekly • ~~Program~~ Supervisors, ~~Kinesiologist~~, Recreation Co-ordinator and ~~Assistant~~ Complex Program Co-ordinator.  
In ~~excess~~ of seven hours daily or 35 hours weekly • All others.
  - 3 • Where Sunday is not part of the employee's ~~work~~ week, as designated in Article B.1.

- (2) For the purpose of interpreting the Table set out in Article B.2(1),
- (a) "holiday" means those days or part of days referred to in Article 22 and is intended to apply to the days upon which the Corporation decides to observe same;
  - (b) "hourly rate" is arrived at by dividing the weekly wage of an employee by the number of hours worked in a normal work week (i.e. 40 hours for ~~Program Supervisors, Kinesiologist, Assistant Complex Program Co-ordinator and Recreation Co-ordinator~~, 35 hours for all others);
  - (c) "hours worked" means the number of hours, to the nearest quarter-hour, worked by an employee in a 24 hour period commencing at an employee's starting time;

- (d) "overtime" means those hours worked in excess of,
- (i) eight in a 24 hour period, or 40 in any work week (for Program Supervisors, Recreation Co-ordinator, Kinesiologist and Assistant Complex Program Co-ordinator), and
  - (ii) seven in a 24 hour period, or 35 in any work week (for all others),

commencing at an employee's starting time, only if the working of those hours has been authorized by the employee's Department Head;

- (e) "wages" means the basic remuneration to which an employee is entitled for time worked.

- B.3** The Corporation will allow break periods on **the** basis of one fifteen-minute period for each half of the **normal work** day on the understanding that such **period** of time represents the maximum time that the employee will be away **from a work** station for this purpose.
- B.4** It is agreed that every employee shall be on the job and ready to work at the specified starting time for each working period.
- Any employee who** is unable to report to work at the normal starting time shall notify the **Department Head** at the earliest reasonable time.
- B.5** Every employee shall treat members of **the** public with courtesy and **respect**, and shall avoid injury to the property of the public, the ratepayers **and** the Corporation.
- B.6** The **regular** pay period shall be every **two** weeks. The Corporation agrees to put the pay cheque of **the** individual employee in a sealed **envelope**.
- B.7** Employees requested by the Corporation to use their automobile **on** the **business** of the Corporation shall be paid travel **expense** for distance travelled in accordance **with** the provisions of **By-Law 3866/91**, as amended **from** time to time, or **any** successor thereto.
- B.8** Any **employee who** receives a request, during a **normal** shift, to **work** previously **unscheduled overtime** at the end of such shift, and **who works** such overtime, shall be eligible for a meal allowance in the amount of **\$6.75** if the period between **the** employee's last meal **break** and the end of **the overtime** exceeds five hours.
- B.9** Part 1 of this Schedule applies **only to full-time** permanent employees and full-time temporary employees employed **to replace** full-time permanent employees who **are** temporarily absent.

**SCHEDULE C**

| <b>PAY GRADE</b> | <b>POINT BAND</b> | <b>JOB TITLE</b>  |
|------------------|-------------------|---|
| 9                | 145 - 159         | <ul style="list-style-type: none"> <li>▪ Fitness Instructor</li> <li>▪ Program &amp; Volunteer Co-ordinator (Museum)</li> </ul>   |
| 8                | 130 - 144         |   |
| 7                | 115 - 129         | <ul style="list-style-type: none"> <li>▪ Aquatic Supervisor</li> <li>▪ Head Camp Co-ordinator</li> </ul>  |
| 6                | 100 - 114         | <ul style="list-style-type: none"> <li>• Camp Co-ordinator</li> <li>• Education Instructor (Museum)</li> <li>• Head Instructor</li> </ul>   |
| 5                | 85 - 99           | <ul style="list-style-type: none"> <li>▪ Camp Director</li> <li>▪ Counsellor-in-Training Instructor</li> <li>▪ Facility Security Guard</li> <li>▪ Head Lifeguard</li> <li>▪ Instructor</li> <li>▪ Youth Co-ordinator</li> </ul> |
| 4                | 80 - 84           | <ul style="list-style-type: none"> <li>▪ Assistant Camp Director</li> <li>▪ Lifeguard</li> <li>▪ Recreation Complex Attendant</li> </ul>  |
| 3                | 75 - 79           | <ul style="list-style-type: none"> <li>▪ Cleaner - Community Centres</li> <li>▪ Arena Attendant</li> </ul>  |
| 2                | 70 - 74           | <ul style="list-style-type: none"> <li>▪ Admissions/Receptionist (Museum)</li> <li>▪ Babysitter Shift Leader</li> <li>▪ Camp Counsellor</li> <li>• Tour Guide (Museum)</li> <li>• Youth Leader</li> </ul>                       |
| 1                | 65 - 69           | <ul style="list-style-type: none"> <li>▪ Babysitter</li> <li>▪ Youth Assistant</li> </ul>   |
|                  |                   | <ul style="list-style-type: none"> <li>▪ Less than 24 hours per week</li> </ul>   |

Schedule C - Continued..

- C.1. A schedule of hours to be worked by the employee shall be determined by the Employer and will be posted in advance, where possible, on bulletin boards ~~or~~ employees. The foregoing shall not apply to summer students who normally work on a regular scheduled work week.
- C.2. If an employee arrives to begin a scheduled shift and there is no work available and the employee **has not been** advised in advance that they would not be required, the Employer shall pay such employee two (2) hours of pay at **regular** rates.
- C.3. For employees and students employed during the summer vacation period, work performed in excess of forty (40) hours per week or eight (8) hours per day shall be paid at the rate of time and one-half the hourly rate.
- C.4. When the employee is assigned a higher rated job by the Employer **on an** interim basis, ~~he/she~~ shall be paid the rate of pay for the higher rated job/classification **normally** held by the said employee.
- C.5. **Aquatic Staff**  
The Corporation **shall** pay the full cost of the following clothing for aquatic **staff**:  
**One (1) tank top**  
**One (1) swimsuit**  
**One (1) sweatshirt**  
The replacement of this clothing will **be on an 'as needed' basis**, at **the** discretion of the **Aquatic** Co-ordinator.
- C.6. **This** Schedule applies **only** to special recreation **employees** and **students employed during the** normal school vacation **periods**.



**SCHEDULE 'D'**  
**1993 PAY GRADES**

| <b>Pay Grade</b> | <b>Point Range</b> | <b>Start<br/>Step 1<br/>90%</b> | <b>Step 2<br/>95%</b> | <b>Job Rate<br/>Step 3<br/>100%</b> |
|------------------|--------------------|---------------------------------|-----------------------|-------------------------------------|
| 19               | 320 - 339          | \$22.84                         | \$24.11               | \$25.38                             |
| 18               | 300 - 319          | 21.97                           | 23.19                 | 24.41                               |
| 17               | 280 - 299          | 21.10                           | 22.27                 | 23.44                               |
| 16               | 260 - 279          | 20.22                           | 21.35                 | 22.47                               |
| 15               | 240 - 259          | 19.58                           | 20.66                 | 21.75                               |
| 14               | 220 - 239          | 18.90                           | 19.95                 | 21.00                               |
| 13               | 205 - 219          | 18.25                           | 19.27                 | 20.28                               |
| 12               | 190 - 204          | 17.59                           | 18.56                 | 19.54                               |
| 11               | 175 - 189          | 16.93                           | 17.87                 | 18.81                               |
| 10               | 160 - 174          | 16.27                           | 17.18                 | 18.08                               |
| 9                | 145 - 159          | 15.62                           | 16.48                 | 17.35                               |
| 8                | 130 - 144          | 14.94                           | 15.77                 | 16.60                               |
| 7                | 115 - 129          | 14.30                           | 15.10                 | 15.89                               |
| 6                | 100 - 114          | 13.73                           | 14.50                 | 15.26                               |
| 5                | 85 - 99            | 13.19                           | 13.92                 | 14.65                               |
| 4                | 80 - 84            | 9.89                            | 10.44                 | 10.99                               |
| 3                | 75 - 79            | 8.79                            | 9.28                  | 9.77                                |
| 2                | 70 - 74            | 7.15                            | 7.54                  | 7.94                                |
| 1                | 65 - 69            | 5.50                            | 5.80                  | 6.11                                |

**1994 PAY GRADES**

| <b>Pay Grade</b> | <b>Point Range</b> | <b>Start<br/>Step 1<br/>90%</b> | <b>Step 2<br/>95%</b> | <b>Job Rate<br/>Step 3<br/>100%</b> |
|------------------|--------------------|---------------------------------|-----------------------|-------------------------------------|
| 19               | 320 - 339          | \$22.84                         | \$24.11               | \$25.38                             |
| 18               | 300 - 319          | 21.97                           | 23.19                 | 24.41                               |
| 17               | 280 - 299          | 21.10                           | 22.27                 | 23.44                               |
| 16               | 260 - 279          | 20.22                           | 21.35                 | 22.47                               |
| 15               | 240 - 259          | 19.58                           | 20.66                 | 21.75                               |
| 14               | 220 - 239          | 18.90                           | 19.95                 | 21.00                               |
| 13               | 205 - 219          | 18.25                           | 19.27                 | 20.28                               |
| 12               | 190 - 204          | 17.59                           | 18.56                 | 19.54                               |
| 11               | 175 - 189          | 16.93                           | 17.87                 | 18.81                               |
| 10               | 160 - 174          | 16.27                           | 17.18                 | 18.08                               |
| 9                | 145 - 159          | 15.62                           | 16.48                 | 17.35                               |
| 8                | 130 - 144          | 14.94                           | 15.77                 | 16.60                               |
| 7                | 115 - 129          | 14.30                           | 15.10                 | 15.89                               |
| 6                | 100 - 114          | 13.73                           | 14.50                 | 15.26                               |
| 5                | 85 - 99            | 13.19                           | 13.92                 | 14.65                               |
| 4                | 80 - 84            | 9.89                            | 10.44                 | 10.99                               |
| 3                | 75 - 79            | 8.79                            | 9.28                  | 9.77                                |
| 2                | 70 - 74            | 7.15                            | 7.54                  | 7.94                                |
| 1                | 65 - 69            | 5.50                            | 5.80                  | 6.11                                |

LETTER OF UNDERSTANDING

Between :

THE CORPORATION OF THE TOWN OF PICKERING

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 129

The Parties agree to meet and discuss within sixty (60) days of Ratification of this Agreement, the following Issues:

1. A view to implementing changes by deleting all references to Inside Or Outside Unit.
2. Discuss Article 2 Scope, as it relates to part-time employees, and any other relevant Articles.
3. The Parties also agree to discuss Article 12.2 Seniority and Article 15.1 and 15.2 Job Posting.

Dated at Pickering this 29<sup>th</sup> day of June 1993.

TOWN OF PICKERING

Noumouhale  
Mr. Sharpley  
~~Mr. Sharpley~~  
Mr. Sharpley

LOCAL 129

R. B. Jones  
R. B. Jones  
R. B. Jones  
R. B. Jones

R. B. Jones  
R. B. Jones