

SOURCE	TOWN	
EFF.	930401	
TERM.	980331	
NO. OF EMPLOYEES	94	
NUMBER OF EMPLOYEES	RD	

COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE TOWN OF AJAX

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 54**

April 1, 1993 - March 31, 1996

MEMORANDUM OF SETTLEMENT

BETWEEN

THE BARGAINING COMMITTEES

representing

THE CORPORATION OF THE TOWN OF AJAX

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 54

" A Tin consideration of an Agreement being entered into between the parties, the undersigned jointly and unanimously agree to recommend that the terms and conditions agreed to herein and marked "Schedule A" be approved by their respective principals and that a new Collective Agreement be entered into effective as of April 1, 1993.

AND FURTHER THAT all other matters not provided for herein are deemed to be withdrawn by the parties hereto.

DATED at Ajax, Ontario, this 3rd day of Aug 1993.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 54**

**THE CORPORATION OF THE
TOWN OF AJAX**

G. M. McNeillan

Wanda Sato
Andrew R. Bestetto
R. Byers

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COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THE DAY OF , 1993.

BETWEEN: THE CORPORATION OF THE TOWN OF AJAX
(Hereinafter called the "Corporation")

OF THE FIRST PART

AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 54
(Hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 PURPOSE

1:01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees, and to provide an orderly and amicable method of settling any differences or grievances which possibly may arise.

ARTICLE 2 NON-DISCRIMINATION

2:01 The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status.

ARTICLE 3 BARGAINING UNIT SCOPE

3:01 This Agreement shall apply to all employees of the Corporation of the Town of Ajax Public Works Department, Parks and Recreation Department and all office, clerical and technical employees save and except managers, superintendents, supervisors, foremen, persons above the rank of manager, superintendent, supervisor and foreman, executive secretaries, payroll co-ordinator, records co-ordinator, office, clerical and technical employees of the Parks and Recreation Department, persons regularly employed for not more than twenty-four hours per week, students employed during the school vacation period and persons for whom any trade union held bargaining rights as of the date of application, The three clerk-typists in the Parks and Recreation Department are within the scope of this agreement.

3:02 It is recognized that the Corporation is responsible for safety, health, comfort and general welfare of the citizens; therefore, the employees recognize that they should be prepared to assist in carrying out the services of the Corporation.

ARTICLE 4 **UNION RECOGNITION AND SECURITY**

4:01 The Corporation agrees to recognize the Union as the exclusive bargaining agent for all employees covered by this agreement.

4:02 It is agreed by the parties hereto that all employees become members of the Union and be required to pay current monthly dues from date of hiring, save and except those employees in the Parks and Recreation Department who were not required to become members by virtue of the certification of the union prior to June 15, 1992.

4:03 It is further agreed that the Corporation will deduct from the wages of each employee a sum equal to the current monthly dues as certified by the Union in writing and remit money so deducted to the Secretary-Treasurer of the Union, accompanied with a list of names showing those from whom deductions were made; the Union being responsible for keeping the Corporation informed as to the names and addresses of the proper officers.

4:04 The Union shall indemnify and save the Corporation harmless for any and all claims for amounts deducted from wages and remitted under the terms of this article.

4:05 At the same time that Income Tax (T-4) slips are made available, the Corporation shall include the amount of Union dues paid by each Union Member in the previous year.

ARTICLE 5 **TEMPORARY EMPLOYEES**

5:01 a) The Corporation may hire personnel, for labouring jobs only, on a temporary basis for the purposes of vacation relief for a period of not more than sixty-five (65) working days and such employees shall not thereby become permanent or probationary employees. No employee who has acquired seniority will be laid off while a temporary employee is performing work normally done by employees in the bargaining unit. It is understood that the above-reference to "labouring jobs only" shall not apply to office, clerical and technical positions.

b) An employee hired as a temporary employee shall be advised at the time of his hiring of his temporary status and the anticipated duration of his employment.

c) The Corporation may hire personnel on a temporary basis for an extended period of time for the replacement of an

employee who is on a long-term illness, accident, or leave of absence approved by the Corporation.

5:02 The Corporation may hire personnel in Government Incentive Programs in excess of sixty-five (65) working days but not exceeding one hundred and fifteen (115) working days in any calendar year and also provided that if such employee, or employees, are hired as permanent Municipal employees, the number of days worked on Incentive Programs shall be credited against probationary period. This period may be extended by mutual agreement.

ARTICLE 6 **CASUAL/SEASONAL EMPLOYEE**

- 6:01 a) Casual/Seasonal employees shall be entitled to all rights and benefits under this agreement, save and except the following:
- 1) Article 18:00 (Vacations)
 - 2) Article 20:00 (Benefits)
 - 3) Article 14:00 (Sick Leave)
- b) Casual/Seasonal employees shall be paid 5% of the Casual/Seasonal employee's hourly rate in lieu of benefits described in Article 20:00.

ARTICLE 7 **CORPORATION'S RI ———**

7:01 The Union agrees that the Corporation has the exclusive right to manage its affairs, to direct the forces and to hire, promote, transfer, Lay-off, suspend, discipline or discharge employees for just cause.

7:02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

ARTICLE 8 **STRIKES AND LOCKOUTS**

8:01 There shall be no strike or lockout during the term of this Collective Agreement.

ARTICLE 9 **COMMITTEES AND STEWARDS**

9:01 The Corporation acknowledges the right of the Union to select three (3) stewards.

9:02 It shall be the steward's duty to represent eligible employees in presenting grievances under Article 10 - Grievance Procedure.

- 9:03
- a) The Union acknowledges that stewards have regular duties to perform on behalf of the Corporation.
 - b) In a situation which requires a steward's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld.
 - c) The Corporation reserves the right to limit such time if the time requested is unreasonable. Stewards shall return to their regular duties as expeditiously as possible and when resuming their duties, they shall report to their immediate supervisor and give any reasonable explanation which may be requested with respect to their absence.
 - d) If a steward is required to speak with another employee during working hours regarding Union business, it is the responsibility of the steward to have his immediate supervisor obtain permission to do so from the employee's immediate supervisor.

9:04 The Corporation acknowledges the right of the Union to select four (4) employees to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Corporation to negotiate the renewal of this Agreement. The Union shall use its best efforts, in good faith, to choose only one (1) person from any department to minimize the impact on operations and services to the public.

9:05 The Union shall notify the Corporation in writing of the names of each steward and committee member. The Corporation shall not be required to recognize any steward, or committee member until such notification from the Union has been received.

9:06 It is clearly understood that stewards and other Union officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business, and that in accordance with this undertaking the Corporation shall not make any deductions from such employees for time spent in handling grievances and attending meetings of grievances and other Committees.

Labour Management Committee

9:07 A Labour/Management Committee shall be formed of no more than four (4) 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 are to be taken and provided to all members.

ARTICLE 10 **GRIEVANCE PROCEDURE**

10:01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.

10:02 A grievance shall be defined as a complaint regarding meaning, interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable or not in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without just cause.

10:03 a) It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to address his complaint. If an employee has a complaint, he shall, with the assistance of a steward if desired, discuss it with his immediate supervisor. In order to be considered a grievance, such discussion must take place within ten (10) working days after the circumstances giving rise to the complaint first occurred or originated and not thereafter. The immediate supervisor shall communicate his reply to the complaint within two (2) working days.

b) If such a complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence:

STEP 1 The employee shall, with the assistance of a steward if desired, submit a signed, dated, written statement of such grievance (on a form supplied by the Union) to the Deputy Head of the department or the designate within three (3) working days after he has received the reply of the immediate supervisor. The Deputy Head or designate shall deliver his decision in writing within five (5) working days following the day on which the grievance was presented to him.

STEP 2 If the grievance is not settled at Step 1, the employee, assisted by his steward or union officer and/or the CUPE Representative shall, within three (3) working days of the date of receiving the

decision in writing from the Deputy Head or designate (or if no decision is received from the Deputy Head or designate, then within three (3) working days after such decision ought to have been received) take the matter up with the Head of the Department who shall give his decision in writing within five (5) working days of the date the grievance was received by him.

STEP 3 If the grievance is not settled at Step 2 the employee, assisted by his steward or union officer and/or CUPE Representative shall, within three (3) working days of the date of receiving the decision in writing from the Head of the Department, (or if no decision is received from the Head of the Department, then within three (3) working days after such decision ought to have been received) refer the grievance to the Chief Administrative Officer who shall give his decision in writing within five (5) working days of the date the grievance was received by him.

STEP 4 If the grievance is not settled at Step 3 the employee, assisted by his steward or union officer and/or CUPE Representative shall, within five (5) working days of the date of receiving the decision in writing from the Chief Administrative Officer, (or if no decision is received from the Chief Administrative Officer, then within five (5) working days after such decision ought to have been received) refer the grievance to the Executive and Development Committee through the office of the Director of Human Resources and a meeting shall be held at the Union's request. If the grievance is not settled within fifteen (15) working days of referring it to the Executive and Development Committee, then the Union may within and not after fifteen (15) days of the date the grievance was referred to the Executive and Development Committee, refer the matter to arbitration under Article 11:00. If no such written request for arbitration is received within the time limits the grievance shall be deemed to be withdrawn without prejudice.

10:04 Policy grievances of the Corporation or the Union and grievance procedures respecting suspension or dismissals shall be dealt with beginning at Step 2 of the Grievance Procedure.

10:05 The Union shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Corporation in the manner provided in the

Grievance Procedure.

- 10:06 It is understood that the Corporation may bring forward at any meeting with the Union Committee any complaint or grievance, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in the arbitration provisions.
- 10:07 Time limits specified in the Grievance Procedure may be extended by mutual agreement confirmed in writing between the Corporation and the Union.

ARTICLE' ARBITRATION

- 11:01 Both parties to this Agreement agree that any dispute or grievance concerning the meaning, interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 10, and which has not been settled or withdrawn without prejudice will be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 11:02 The Board of Arbitration will be composed of one person appointed by the corporation, one person appointed by the Union, and the third person to act as Chairman chosen by the other two members of the Board.
- 11:03 Within ten (10) working days of the written request by either party for a Board, each party shall notify the other of the name of its appointee. The appointees, within ten (10) working days of the said request, shall endeavour to agree upon a Chairman for the Board.
- 11:04 Should the appointees fail to agree on a Chairman, the Ministry of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman in accordance with the provisions of the Ontario Labour Relations Act for resolving such impasses.
- 11:05 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 11:06 The decision of the Board of Arbitration shall be final and binding upon the parties and upon any employee affected by it. In the absence of a majority decision, the decision of the Chairman shall be accepted as the decision of the Board.
- 11:07 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 provisions of this Agreement.

11:08 Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.

11:09 Where both parties agree, a single Arbitrator who shall have the same powers and limitations as a Board of Arbitration may be substituted for a Board of Arbitration. In such case, the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with paragraphs 11.2, 11.3 and 11.4.

11:10 Time limits referred to in this Article may be extended by mutual agreement in writing of the parties.

11:11' Notwithstanding the above, either party may use the provisions of section 46 of the Labour Relations Act.

ARTICLE 12 **SENIORITY AND JOB POSTING**

- 12:01
- a) Seniority is based on the length of continuous service with the Corporation since the last date of hire, save and except seniority dates for Casual/Seasonal employees whose seniority shall be determined on a pro-rated basis back to the original date of hire as a Casual/Seasonal Employee.
 - b) When a new employee is hired, he shall be on probation for a period of ninety (90) calendar days in any consecutive six (6) month period. During his probationary period, an employee shall not be covered by any of the terms of this Agreement, except for his rate of pay under Schedules "A", "B" and "C" and payment of Union dues under Article 4. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Corporation.
 - c) The Corporation may dismiss a probationary employee for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of Section 43.1 of the Labour Relations Act.
 - d) The Corporation may terminate a probationary employee in its discretion provided only that such discretion shall not be exercised in a manner that is in bad faith.

- e) An employee who is retained after ninety (90) calendar days probationary period shall be deemed satisfactory and shall be placed on the seniority list and credited with seniority from the day of his last hiring by the Corporation.
- f) Where a Casual/Seasonal employee is hired as a full-time employee all time spent as a casual/seasonal employee from the last date of recall shall be credited against the probationary period. It is further understood upon successful completion of the above period, their seniority date shall be adjusted to their last date of recall.

12:02 A seniority list for full-time permanent employees will be prepared by the Corporation and shall be revised in January and July in each year and the Corporation shall file a copy of each such list with the Union. The list shall show the name of each employee, his job classification and his seniority date. A separate seniority list shall be prepared for all casual/seasonal employees.

- 12:03
- a) In the case of sickness certified by a duly qualified medical practitioner, the employee shall retain seniority until the expiration of one calendar year after all accumulated sick pay credits have been exhausted.
 - b) In the case of accident not recognized by the Workers' Compensation Board of Ontario, the employee shall retain seniority until the expiration of one calendar year after all accumulated sick pay credits have been exhausted.
 - c) In the case of accident recognized and covered by the Workers' Compensation Board of Ontario, the employee shall retain seniority until either he is certified by the proper officials of that Board as being fit and able to return to normal work or alternatively until he shall be placed upon pension by that Board.
 - d) In the case of layoff, the employee shall retain his seniority until the expiration of fourteen (14) calendar months from the actual date of layoff.

12:04 An employee shall lose seniority rating *for* any of the following reasons:

- a) if he resigns,
- b) if he is discharged and not reinstated,
- c) if he fails to return to work after layoff within seven (7) calendar days after being notified by registered mail to do so, provided such failure to

return is caused by sickness certified by a duly qualified medical practitioner, within the seven (7) calendar day period, the time for return shall be extended for a period equivalent to the length of time he is prevented by illness from returning to work, not to exceed a maximum of one (1) calendar year or at the discretion of the Corporation, his seniority may be temporarily reduced to just below the last employee recalled or hired and when he is recalled his seniority shall be reinstated. A copy of the registered notice referred to herein shall be forwarded simultaneously to the Union.

- d) Is absent for three (3) consecutive working days without having been granted leave of absence in accordance with Article 13:00, unless a reasonable reason is given.
- e) Retires, which shall be on the last day of the month in which the employee attains age sixty-five (65), or an earlier age under the provisions of O.M.E.R.S.

12:05

It shall be the responsibility of the employee to keep the Corporation informed of his current postal address and any notice to be given the employee by the Corporation under the terms of this article shall be deemed properly given provided it is addressed to his last postal address on record, with a copy going to the Union.

12:06

- a) When new jobs or vacancies are created, these positions will be posted on bulletin boards accessible to all employees in the bargaining unit for a period of five (5) working days. The bulletin boards shall be located in the area of each department. In order to be eligible for the posted position, an employee must apply in writing within the five (5) working day period.
- b) Such notice shall contain the following information:
 - nature of the position
 - qualifications
 - required knowledge, education and skills

12:07

- a) Provided that the employee has sufficient ability and qualifications to perform the normal requirements of the job as posted, length of service shall be the basis for promotions, transfers, layoffs and recalls. Where the qualifications, demonstrated skill and ability are equal, and meet the requirements of the position, seniority shall govern.

12:07

- b) An employee who has received notice of lay-off may, up to five working 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. For the purposes of this section Schedules "A", "B" and "C" shall each comprise one unit,
- c) 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 employee in the employee's unit, so long as the bumping employee has the qualifications to perform the requirements of the bumped employee's job.

12:08

When an employee is promoted or transferred to another position or classification he shall be on a trial period for a period of ninety (90) calendar days from the date of commencing new duties. If the employee proves to be unsatisfactory or if the employee is unsatisfied, he may return to his former position or classification. Any other employee affected will be returned to his former classification or position. Upon completion of ninety (90) calendar days in a new position he will be made permanent. A ninety (90) calendar day trial period may be extended for a period not greater than forty-five (45) calendar days if an employee is off for vacation or leave of absence. A further extension of forty-five (45) calendar days shall be granted upon application by the Corporation for other reasons, subject to approval by the Union.

12:09

In the event of a layoff, the Corporation shall give the employee fourteen (14) calendar days notice, if the employee has not had the opportunity to work the days, he shall be paid for the days for which work was not available. The Corporation agrees employees shall be laid off in the reverse order of their seniority provided that an employee absent through sickness must return to work before being laid off. New employees shall not be hired until those laid off have been given the opportunity of recall. Employees shall be recalled in the order of their seniority provided they are qualified, capable and have the ability to do the work available.

12:10

Employees laid off may elect to continue the following plans for a period of up to twelve (12) months.

Group Life Insurance; Extended Health Benefits; semi-private ward coverage; provided the employee pays one hundred percent (100%) of the premium cost thereof to the Corporation. The employee shall not receive any other benefits under Article 13 - Leave of Absence; Article 14 - Sick Leave; Article 17 - Paid Holidays; Article 18 - Vacations; Article 19 - Pension Plan;

Article 20 - Benefits.

12:11 An employee covered by this Agreement, who through advancing years, or disablement, is unable to perform his regular duties, at the discretion of the Corporation and the Union, may be given preference of any light work available without regard to seniority and without regard to the terms of this Agreement, save and except that he shall receive the salary payable at the time for the position to which he is assigned.

12:12 The Union shall be notified in advance if possible of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements and any other termination of employment within the bargaining unit.

ARTICLE 13 LEAVE OF ABSENCE

13:01 The Corporation may grant leave of absence, without pay or without loss of seniority or occupational classification, to any employee requesting such leave for good and sufficient cause.

13:02 The Corporation will grant leave of absence for a maximum of one (1) year to any employee who requests such leave by reason of his election or appointment as an officer of the Union, without pay and without loss of seniority or occupational classification.

13:03 Leave of absence, without pay, will be granted employees to attend functions of the Union such as conventions provided such leave does not exceed an aggregate total of fifteen (15) working days per contract year.

13:04 All requests for leave of absence shall be in writing and replies to such shall be in writing.

13:05 Each employee of the Corporation who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding:

- a) shall be granted leave of absence for such purpose, provided that upon completion of his jury or witness service such employee shall present to his supervisor a satisfactory certificate showing the period of such service;
- b) shall be paid his full salary or wage for the period of such duty of witness service, provided that he shall pay to the Corporation the full amount of compensation less any expenses received for such service and obtain an official receipt for same;
- c) shall, upon being released from jury or witness service contact his supervisor for instructions respecting his

return to work and upon receiving such instructions shall comply with same.

13:06

In the event of a death in the family of an employee, the employee shall be entitled, upon request to the applicable Department Head or Chief Administrative Officer, to paid **bereavement** leave as outlined in subsections (i) and (ii) provided the employee attends the funeral of the deceased. The Corporation may grant additional travelling time without pay.

- i) In the event of a death of an employee's spouse or child, five (5) working days. Such bereavement leave shall be taken within the seven (7) calendar days following the date of the death.
- ii) In the event of a death of an employee's parent, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, brother-in-law and ~~sister-in-law~~, three (3) working days. Such **bereavement** leave shall be taken within ~~the~~ five (5) calendar days following the date of the death.

ARTICLE 14

SICK LEAVE

14:01

A plan of sick leave credit gratuities is hereby established for every permanent employee covered by this Agreement as outlined in Schedule "D" hereto attached and, subject to the control of the Council, the conduct and management of the **plan** shall be vested in a Registrar who shall be the Director of Human Resources of the Corporation of the Town of Ajax.

14:02

When an employee is injured at work and in receipt of Workers' Compensation in lieu of ~~is~~ regular pay, the Corporation will make up the difference between such compensation and his regular pay to the extent of the maximum of the **employee's** accumulated sick leave with pay credits. The amount of such make-up pay shall be deducted from **such** accumulated credit.

ARTICLE 15

WAGE RATES AND CLASSIFICATIONS

15:01

Rates of pay and job classifications shall be as shown on Schedules "A", "B" and "C" attached hereto and forming part of this agreement.

15:02

Existing classification shall not be **eliminated** or changed without prior agreement with the Union.

ARTICLE 16 **HOURS OF WORK AND OVERTIME**

16:01 The hours of work and overtime for all employees shall be as defined in the attached Schedules as follows:

- Schedule A-1 - Public Works
- Schedule B-1 - Parks and Recreation
- Schedule C-1 - Office, Clerical, Technical

ARTICLE 17 **PAID HOLIDAYS**

17:01 a) The following holidays are recognized as time off with pay for all employees:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Civic Holiday | Floater Day |
| Canada Day | |

1/2 working day on the day before Christmas Day
1/2 working day on the day before New Year's Day

b) In addition to the above-referenced holidays, employees will be granted Heritage Day which will be recognized as an additional Floater Day to be taken by the employee. In the event that the Federal and/or Provincial Governments proclaim a holiday called Heritage Day or some similar day, then this holiday, now granted, will be rescheduled, to coincide with and be replaced by the public holiday so proclaimed.

17:02 Employees must work the regular shift preceding and the next regular shift following any of the above holidays to be eligible for pay unless pre-arranged with management in writing and/or substantiated by a certified medical certificate.

17:03 An employee shall be paid for his regular daily hours at his current regular hourly rate for each paid holiday.

17:04 If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Corporation.

ARTICLE 18 **ANNUAL VACATIONS**

18:01 For the purpose of computing entitlement for vacations for full-time regular employees, the vacation year shall be considered as being from July 2nd to July 1st.

- a) Employees with less than one (1) year of continuous service as a full-time regular employee one (1) working day for each full month of service in the year *first* employed to a maximum of ten (10) working days;
- b) Employees with one (1) year of continuous service as a full-time regular employee and less than three (3) years of continuous service as a full-time regular employee, ten (10) working days;
- c) Employees with three (3) years of continuous service as a full-time regular employee and less than four (4) years, thirteen (13) working days;
- d) Employees with four (4) years of continuous service as a full-time regular employee and less than seven (7) years, fifteen (15) working days;
- e) Employees with seven (7) years of continuous service as a full-time regular employee and less than ten (10) years, eighteen (18) working days;
- f) Employees with ten (10) years of continuous service as a full-time regular employee and less than thirteen (13) years, twenty-one (21) working days;
- g) Employees with thirteen (13) years of continuous service as a full-time regular employee and less than sixteen (16) years, twenty-two (22) working days;
- h) Employees with sixteen (16) years of continuous service as a full-time regular employee and less than nineteen (19) years, twenty-three (23) working days;
- i) Employees with nineteen (19) years of continuous service as a full-time regular employee and less than twenty-five (25) years, twenty-five (25) working days;
- j) Employees with twenty-five (25) years of continuous service as a full-time regular employee, and less than thirty (30) years, twenty-seven (27) working days;
- k) Employees with thirty (30) years of continuous service as a full-time regular employee, thirty (30) working days.

18:02

Payment to an employee for vacation period will be at his regular rate of pay, and shall be available to the employee immediately prior to his vacation period provided that a request is made in writing by the employee at least one (1) pay period (two (2) weeks) prior to the commencement of such vacation period.

18:03 An employee, to qualify for consideration of his request for vacation, in accordance with his relative seniority standing, must notify the Corporation of his preferred vacation before March 30th of any given year. The Corporation will post the vacation schedule by April 30th each year. Once the vacation schedule has been posted it shall not be changed or altered except by mutual consent. Vacations shall not be cumulative except at the discretion of the Corporation under special circumstances. An employee with a vacation entitlement in excess of three (3) weeks may be requested to split his so that he takes no more than three (3) successive weeks off at a given time.

18:04 An employee leaving the service at any time in his vacation year before he has had his vacation shall be entitled to a proportionate salary or wage in lieu of such vacation. When an employee dies, his estate shall be credited with the value of vacation credits owing him.

ARTICLE 19 **PENSION PLAN**

19:01 The Corporation shall continue to contribute under the Canada Pension Plan and under the Ontario Municipal Employees Retirement System for each eligible employee who makes contributions under the respective plans.

ARTICLE 20 **BENEFITS**

20:01 The Corporation shall provide the following benefits plans, in keeping with the regulations of such plans, for all regular full-time employees:

- a) Extended Health Plan, Dental Plan and Group Insurance Plan - Accidental Death and Dismemberment Plan of the benefits carrier.
- b) Long Term Disability Plan (L.T.D.)
- c) Vision Care as per plan and policy.

Such plans as are currently in force shall continue except as may be modified by mutual agreement.

- 20:02
- a) An employee who is unable to perform the duties of his/her job on medical grounds, is eligible to apply and shall apply for Long Term Disability (L.T.D.) benefits after a seventeen (17) weeks waiting period as provided in the benefits plan. Once qualified, an employee shall be required to be covered by the terms of the long term disability plan, when accepted by the benefits carrier.
 - b) Such employee will now be granted a leave of absence from work at the commencement of benefits payable by the Long Term Disability plan supplemented by the Corporation to full pay as long as the employee has a balance of sick

leave credits. The employee will be placed on an "inactive record". Seniority will not accrue during leave of absence. Upon depletion of accrued sick leave credits the leave of absence will be deemed to be an unpaid leave of absence.

- c) The employee will be eligible to return to active employment in the Department in which the employee was employed at the commencement of L.T.D. benefit payments, providing that the employee's health is deemed satisfactory and adequate, as supplied in writing to the Corporation by a qualified physician, and providing that a position in said Department exists for which the employee's health, accrued seniority, qualifications and experience meet the job requirements.
- d) Effective with the commencement to the employee of L.T.D. benefit payments, and while such payments continue, the Corporation shall continue to provide the employee with:
 - group life insurance;
 - extended health benefit plan;
 - semi-private ward coverage;
- e) No payment shall be made by the Corporation to or on behalf of an employee who has been granted leave of absence for Long Term Disability plan purposes with respect to statutory holidays, pensions, vacations, sick leave credits, lieu days, service pay, or any other form of compensation or benefits whatsoever, save and except those items contained in paragraphs (b) and (d) above.

20:03

The Corporation agrees to pay 100% of the premium cost of a \$1,000.00 Life Insurance Policy for each employee upon normal retirement, or to an employee who retires early using the age plus service "90" formula.

Note: For clarification, normal retirement age is as defined by the Ontario Municipal Employees Retirement System.

20:04

- a) The Corporation agrees to pay 100% of the premium cost for the following benefits to those employees who hereafter retire and who are in receipt of an unreduced pension under the Ontario Municipal Employees' Retirement System (OMERS) until such member attains (65) sixty-five years of age consistent with the rules and regulations of the appropriate plans:
 1. Extended Health Benefits Plan
 2. Dental Plan
- b) When an employee is in receipt of an unreduced pension pursuant to OMERS disability provisions under the OMERS

plan, the above benefits will be provided until the employee reaches the age of (65) sixty-five years and as long as the employee is considered by OMERS to be eligible for an OMERS disability pension.

ARTICLE 21

ING AND UNIFORMS

- 21:01 That all employees who are engaged in work the nature of which causes abnormal wear and tear of their working attire shall be supplied by the Corporation at its cost with the working attire required by such employees as determined by the Corporation in excess of that which would be required by them if they were engaged in work not causing abnormal wear and tear.
- 21:02 That each employee shall be supplied with work boots or shoes as appropriate which shall be replaced as required. All footwear to be C.S.A. green patch standard, provided that the Corporation, after consultation with the Union, may authorize exceptions to this standard where it is not appropriate to the work being performed.
- 21:03 Where the Corporation requires the Municipal Law Enforcement Officer to wear a uniform, a cleaning allowance shall be provided.

ARTICLE 22

TOOLS & EQUIPMENT

- 22:01 The Corporation will provide all tools and equipment necessary to carry out the work of the Corporation.
- 22:02
- a) All employees will be supplied with adequate supply of prescribed work clothing to suit job conditions and will be required to wear this clothing at all times while on duty.
 - b) The employee will be responsible for the repair and laundry of the clothing supplied. Exception: Coveralls and safety jackets will be laundered and repaired by the Corporation.
 - c) The Corporation agrees to pay a tool allowance of Three Hundred Dollars (\$300.00) to each Mechanic as follows:
 - 1993 - Already paid as at the signing of this agreement;
 - 1994 - April 1st, 1994
 - 1995 - April 1st, 1995

ARTICLE 23

FIRST AID AND SAFETY EQUIPMENT

- 23:01 It is the responsibility of the operator, as part of his "circle-check" prior to the operation of his vehicle, to ensure that the first-aid and safety equipment appears to be

in good operating condition. Use of such equipment during any shift is to be reported to the operator's immediate Supervisor.

ARTICLE 24 **JOB SECURITY**

24:01 The Corporation agrees that no employee who has a seniority date prior to January 1, 1987 will be laid off by virtue of the contracting out of bargaining unit work.

ARTICLE 25 **DISCIPLINE**

- 25:01 a) Providing that an employee has a clear disciplinary record for two (2) years, the record of an employee shall not be used against him/her to substantiate further disciplinary action.
- b) Where a supervisor intends to interview an employee for disciplinary purposes and proposes to discharge, demote or suspend without pay said employee, the supervisor shall notify the employee at least one (1) hour before the proposed interview, in order that the employee may contact his/her steward to be present at the interview.

ARTICLE 26 **TECHNOLOGICAL CHANGE**

26:01 In the event that it may be determined by the Corporation to change the method of providing municipal services to the community by technological change, and it is also considered necessary to consider displacing a regular employee from his/her job, the Corporation in accordance with past practice prior to displacing such employee shall consider the following:

- a) Be responsible for retaining such employee, if possible;
- b) Relocate the employee to another job in his/her area of competence, or
- c) Afford the employee the opportunity of retraining in an alternate job provided such employee is trainable;
- d) 'Notify the Union of any such changes as soon as 'practicable and be afforded the opportunity to meet with the 'Chief Administrative Officer and such other Management personnel as he considers appropriate, such meeting to be held prior to implementation;
- e) In the event that none of the items above can take place, any layoff that may have to be actioned will be done in accordance with Article 12:09.

ARTICLE 27

MILEAGE RATE

27:01

The mileage rate shall be as determined by Council from time to time.

ARTICLE 28

BULLETIN BOARDS

28:01

The Corporation shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 29

CORRESPONDENCE

29:01

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the Town of Ajax or his designate and the Recording Secretary of the Union.

ARTICLE 30

TRAINING

30:01

The parties agrees during the life of the Agreement to co-operate in the identification of training needs and the development of appropriate training programs, as required.

ARTICLE 31

COPIES OF AGREEMENT

31:01

The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Corporation shall print, at its own costs, sufficient copies of the agreement in booklet form.

ARTICLE 32

JOB EVALUATION

32:01

- a) A Joint Evaluation Committee shall be established to review internal equity for those positions covered by this Agreement and shall consist of three (3) members from the Union and three (3) members from the Corporation. The Director of Human Resources shall also be a member of the Committee and act in the capacity of Chairperson.
- b) The Job Evaluation Plan shall be the Coopers & Lybrand Universal Job Evaluation Plan including Factor Weightings. The Plan and/or Factor Weightings shall only be amended by the mutual agreement of the parties.
- c) The Joint Evaluation Committee shall review all new positions not included in the attached Schedules, and those positions which have been revised and a reclassification is requested by the employee and/or the



Department Head.

- d) The job titles of the evaluated positions shall be inserted into the appropriate position classification in the attached Schedules,.
- e) The decision of the Joint Evaluation Committee may be the subject of a grievance and would be initiated at Step 3 of the Grievance Procedures.

ARTICLE 33

DURATION OF AGREEMENT

33 :01

This Agreement will become effective on the 1st day of April, 1993 and remain in effect until the 31st day of March, 1996 and from year to year thereafter unless either party gives notice in writing not more than sixty (60) nor less than thirty (30) days prior to the expiration date in any year of its desire to amend same.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of this 8th day of September, 1993.

SIGNED, SEALED AND DELIVERED
in the presence of

) THE CORPORATION OF THE TOWN OF AJAX
) J. White
) Mayor
) [Signature]
) Clerk
)
) CANADIAN UNION OF PUBLIC EMPLOYEES,
) LOCAL NO. 54 (OFFICE, CLERICAL AND
) TECHNICAL EMPLOYEES)
) W. [Signature]
) President
) [Signature]
) Secretary

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

PUBLIC WORKS

JOB CLASSIFICATION

WAGE RATES

Mechanic "A" Licensed	20.68
Lead Hand	19.88
Garbage Packer/Loader/Driver	19.88
Heavy Equipment Operator	18.56
Truck Driver	17.36
Labourer	16.29

Probationer - 40 cents less applicable rate for specific classification.

Skilled Labourer Differential, when assigned - .26¢/hr.

Employees assigned to operate Tractor will be paid at the rate of Truck Driver for the duration of such assignment.

When an employee is assigned to lead and direct a group of employees, he shall be paid at "Lead Hand" rate while so assigned.

Working Foreman/Head Mechanic rate - \$21.32.

1. Service Pay

All employees shall be paid a money allowance of Ten Dollars (\$10.00) a month for each five (5) years of continuous service with the Corporation of the Town of Ajax. The total payment to be made once annually on the first regular pay day in December.

SCHEDULE "A-1"

HOURS OF AND OVERTIME

PUBLIC WORKS

The following paragraphs shall define the normal hours of work:

- a) The normal work week shall consist of five (5) days, Monday to Friday, eight (8) hours per day for a total of forty (40) hours.
- b) The normal schedule of work shall be from 7:30 a.m. to 4:00 p.m. with one-half ($\frac{1}{2}$) hour unpaid lunch.

When an employee is detailed to relieve in a position of higher rating he shall receive the rate for the position for which he is relieving for the full period of the relief.

Employees required to work in excess of the normal day shall be paid at the rate of time plus one-half ($1\frac{1}{2}$) of the regular rate of wages.

Employees required to work more than three (3) hours past stop time or three (3) hours prior to start time shall be entitled to a meal at an approved restaurant with the value of the meal not to exceed the following amounts:

Breakfast	-	\$4.00
Lunch	-	\$5.00
Supper	-	\$8.00

Any employee who is required to work on a paid holiday, as defined in Article 17:01 and, or on a Sunday, shall be paid at the rate of double (2) his regular rate of pay for every hour worked.

Every employee who is called out and is required to work in an emergency outside his regular working hours shall be paid for a minimum of three (3) hours at the rate of time plus one-half ($1\frac{1}{2}$) of the regular rate of wages.

No employee shall be required to take time off in lieu of payment of overtime.

Distribution of Overtime:

All overtime shall be voluntary. When overtime is required, the employer shall call out those employees who are qualified to perform the duties required on a rotating basis based on the amount of overtime worked or refused in the following order:

- a) The Corporation shall first offer the overtime to the employees with the least amount of overtime worked or refused in the classification required. For the purpose of this clause Truck Drivers and Garbage Packer/Loader/Drivers shall be deemed to be in the same classification.
- b) If there are insufficient volunteers or more employees are required to work overtime, the Corporation shall next offer the overtime to the employees with the least amount of overtime worked or refused in a related classification.

SCHEDULE "A-1"

HOURS OF WORK AND OVERTIME

PUBLIC WORKS

- c) If there is overtime available after all of the above classifications have been given an opportunity to work, the Corporation shall offer the overtime to the remaining employees outside the classification required with the least amount of overtime worked or refused provided the employee is qualified to perform the overtime work.

SCHEDULE "B"

WAGE RATES AND CLASSIFICATIONS

PARKS & RECREATION

JOB CLASSIFICATION WAGE RATE

PAY BAND

1	Arborist Journeyman	19.37
2	Gardener	18.38
3	Operator-Facilities Skilled Labourer Equipment Operator II	17.44
4	Equipment Operator I	16.55
5	Custodian/Labourer (St. Andrews) Custodian/Labourer (Community Centre) Courier/Custodian	15.70
	Casual/Seasonal Employees	12.08

SHIFT DIFFERENTIAL

4:00 P.M. - 12:00 A.M. .40

12:00 A.M. - 8:00 A.M. .45

PROBATIONARY RATE

\$.40 less than applicable rate for specific classification

GANG LEADER RATE 17.44

LEAD HAND RATE 20.37

The Lead Hand rate shall only be used as decided by the Corporation and where an employee provides supervisory assistance over an entire section of the Department in the absence of the Foreman.

SERVICE PAY

All employees shall be paid a money allowance of Ten Dollars (\$10.00) a month for each completed five (5) years of continuous service with the Corporation of the Town of Ajax. The total payment to be made once annually on the first regular pay day in December.

SCHEDULE "B-1"

HOURS OF WORK AND OVERTIME

PARKS & RECREATION

The standard hours of work shall be forty (40) per week consisting of five (5) shifts of eight hours each with one-half ($\frac{1}{2}$) hour unpaid lunch. The hours of work shall be scheduled from time to time to accommodate operational requirements of the Department.

Forty Hour Work Week Average

Considering the diversity of the Corporation's operation, no employee of the Corporation covered by this agreement who is on a forty (40) hour week but who is employed on a rotating or irregular shift or who has a normal scheduled work day in excess of eight (8) hours, shall be required by the corporation to work in excess of an average of 160 hours per four week period over a reasonable period of time.

When an employee is detailed to relieve in a position of higher rating he shall receive the rate for the position for which he is relieving for the full period of the relief.

Overtime

That each employee of the Corporation covered by this agreement:

- (i) whose work week consists of five (5) days of eight (8) hours *per* day and who does not work a rotating shift or irregular shift shall be paid by the Corporation at the rate of time and one-half ($1\frac{1}{2}$) for all time worked by such employee on any day of their five scheduled working days in excess of his scheduled eight (8) hours for such day:
- (ii) who works on a rotating or irregular shift shall be paid by the Corporation at the rate of time and one-half ($1\frac{1}{2}$) for all time worked by such employee over his regular scheduled shift.

Shift Bonus

Each employee who works on a regular afternoon or night shift shall be paid by the Corporation in addition to their regular wage or salary a shift bonus for such shifts provided that a majority of hours worked on each such afternoon shift, exclusive of overtime, fall within the period between 4:00 p.m. in the afternoon and 12:00 in the evening and 8:00 a.m. in the morning of the next following day.

Employees of the Parks and Maintenance Sections required to work more than three (3) hours past stop time or three (3) hours prior to start time shall be entitled to a meal at an approved restaurant with the value of the meal not to exceed the following amounts:

Breakfast	-	\$4:00
Lunch	-	\$5.00
Supper	-	\$8.00

SCHEDULE "B-1"

HOURS OF WORK AND OVERTIME

PARKS & RECREATION

Any employee who is required to work on a paid holiday, as defined in Article 17:01 and/or on a Sunday or in the case of shift work, on a day recognized as an employee's designated Sunday, shall be paid at the rate of double (2) his regular rate of pay for every hour worked.

Every employee who is called out and is required to work outside his regular working hours shall be paid for a minimum of three (3) hours at the rate of time plus one-half ($1\frac{1}{2}$) of the regular rate of wages.

No employee shall be required to take time off in lieu of payment for overtime.

Distribution of Overtime

All overtime shall be voluntary. When overtime is required, the employer shall call out those employees who are qualified to perform the duties required on a rotating basis based on the amount of overtime worked or refused in the following order:

- a) The Corporation shall first offer the overtime to the employees with the least amount of overtime worked or refused in the classification required.
- b) If there are insufficient volunteers or more employees are required to work overtime, the Corporation shall next offer the overtime to the employees with the least amount of overtime worked or refused in a related classification.
- c) If there is overtime available after all of the above classifications have been given an opportunity to work the Corporation shall offer the overtime to the remaining employees outside the classification required with the least amount of overtime worked or refused provided the employee is qualified to perform the overtime work.

Change of Shift/Turn Around Time

That when the employee's shift is being changed, a minimum of 12 hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new" shift. If an employee's "new" shift commences during such rest period, he shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all hours which fall within the twelve hour turn around time.

SCHEDULE "C"WAGE RATES AND CLASSIFICATIONSOFFICE, CLERICAL, TECHNICAL

<u>PAY BAND</u>	<u>JOB CLASSIFICATION</u>	<u>START STEP 1</u>	<u>3 MONTH STEP 2</u>	<u>12 MONTHS STEP 3</u>	<u>24 MONTHS STEP 4</u>
1	_____//_____	38,821. (21.33)	41,096. (22.58)	43,407. (23.85)	45,682. (25.10)
2	Ind/Comm.Dev't. Tech. Municipal Law Enf. Officer Planner II Res. Dev't. Tech. Development Officer	36,345. (19.97)	38,493. (21.15)	40,604. (22.31)	42,752. (23.49)
3	Accountant Building/Plumbing Inspector Construction Inspector Planner I Programmer Analyst	34,034. (18.70)	36,036. (19.80)	38,056. (20.91)	40,058. (22.01)
4	Planning Technician	31,814. (17.48)	33,670. (18.50)	35,526. (19.52)	37,419. (20.56)
5	Systems Clerk Tax Clerk II	29,793. (16.37)	31,559. (17.34)	33,306. (18.30)	35,053. (19.26)
5 (a)	Works Clerk	34,050. (16.37)	36,067. (17.34)	38,064. (18.30)	40,061. (19.26)
6	Secretary II Accounting Clerk	27,901. (15.33)	29,557. (16.24)	31,195. (17.14)	32,833. (18.04)
6 (a)	Secretary II (Works Dept.)	31,886. (15.33)	33,779. (16.24)	35,651. (17.14)	37,523. (18.04)

SCHEDULE "C-1"

HOURS OF WORK AND OVERTIME

OFFICE, CLERICAL, TECHNICAL

Employees shall be permitted a rest period of fifteen (1a) minutes in both the first half and the second half of each normal work day at a time to be decided by the Department Head. It shall be understood that such period of time represents the maximum time that the employee will be away from his work station for this purpose.

SCHEDULE "D"

A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES

1. DEFINITIONS

- a) "Employee" means any person or persons defined by Article 1 subsection 1.2 of this Agreement.
 - b) "Month" shall mean a calendar month.
 - c) "Regular attendance" means for any month the attendance of an employee at his duties on the days and during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave.
 - d) "Sick leave certificate" means a certificate, Form "A" attached to and forming part of this By-law, verifying a claim for sick leave.
 - e) "Sick leave absence" means absence from regular attendance by reason of sickness or other physical incapacity.
 - f) "Sick leave credit" means an allowance as provided herein for sick leave absence with pay.
 - g) "Council" means the Council of the Corporation of the Town of Ajax.
 - h) "The masculine pronoun" wherever used includes female employees unless the context indicates otherwise.
 - i) "Day" shall mean one day of net accumulated sick leave credit which is 1/260 (i.e., 1 working day's pay) of the amount which the employee would earn during one year for normal regular attendance at his duties without regard for overtime or other extra pay.
- 2.
- a) A plan of sick leave credit gratuities is hereby established for every employee, and subject to the control of the Council, the conduct and management of the plan shall be vested in a Registrar who shall be the Director of Human Resources of the Corporation of the Town of Ajax.
 - b) The Registrar shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan including the power to allow or disallow any sick leave credit or sick leave absence for any employee; provided, however, that the disallowance by the Registrar of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.

SCHEDULE "D"

A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES

- c) The Registrar shall provide and keep a register in which all sick leave credits and sick leave absences for every employee shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.
3. a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of 1-1/2 days per month, and sick leave credit of an employee shall be cumulative.
b) Each employee shall retain his sick leave credits accumulated to December 31, 1979.
c) Where an employee has been employed for more than one (1) year the Council may allow him sick leave absence for not more than thirty (30) days at any one time in excess of his accumulated sick leave credit as recorded in the register, provided that such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled.
4. a) An employee shall report his illness during the first day on which such employee is absent from his work.
b) Upon the return to work of an employee, the sick leave certificate, as set out in Form "A" attached hereto, must be filed with the Registrar, and where the absence has been in excess of *three* (3) days at one time, the physician's portion of the certificate must also be completed as soon as practicable.
c) The sick leave certificate supported by a physician's certificate is required if the claim of any employee is for a day immediately preceding or succeeding regular days off, holiday or vacation leave.
5. Whenever, in the opinion of an employee, the Registrar does not make an entry in regard to his sick leave credit in accordance with the terms of **this** schedule, such employee, within ~~seven~~ (7) days of the date of mailing by registered letter to him of notice of **the** action of the Registrar, may commence grievance procedure as **outlined** in this Agreement.
6. The Registrar shall report semi-annually to the Council all sick leave absences and accumulated credits, copies of which shall be forwarded to Senior Staff for posting on bulletin boards.

FORM "A"
TO
SCHEDULE "D"
THE CORPORATION OF THE TOWN OF AJAX
SICK LEAVE CERTIFICATE

(1)

Employee's Application for Sick Leave Absence

I hereby apply for sick leave absence as stated hereunder, and certify on my honour that my absence was occasioned by sickness.

FROM: _____ TO: _____ inclusive
Total Days _____

NATURE OF SICKNESS: _____

DATED: _____, 19____
_____ Employee's Signature

(2)

Physician's Certificate

I, the undersigned, duly registered and qualified medical practitioner, certify that _____
was under my care for _____ days due to the above sickness.

DATED: _____, 19____
_____ Physician's Signature

(3)

Decision on Application

- The above application:
- (i) is allowed
 - (ii) is not allowed
 - (iii) is allowed but amended as follows:

DATED: _____, 19____
_____ Signature of Department Head

DATED: _____, 19____
_____ Signature of Registrar

LETTER OF UNDERSTANDING

SPECIAL HOURS OF WORK

Between: THE CORPORATION OF THE TOWN OF AJAX
(Hereinafter called "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 54 (OFFICE,
CLERICAL AND TECHNICAL EMPLOYEES)
(Hereinafter called "the Union")

It is understood between the parties hereto that, from time to time, it may be necessary to designate a different work day or different work week for certain positions within the bargaining unit.

For the purposes of the Collective Agreement effective April 1, 1993 to March 31, 1996, the following shall be in effect pursuant to Schedule "C-1":

1. The normal hours of work for Building Inspectors and Plumbing Inspectors shall consist of five (5) days, Monday to Friday, seven (7) hours per day for a total of thirty-five (35) hours. The normal schedule of work shall be from 8:30 a.m. to 4:30 p.m. with one hour unpaid lunch for the full term of the collective agreement.
2. The normal hours of work for the Works Clerk, and the Secretary at the Public Works Department, shall consist of five (5) days, Monday to Friday; eight (8) hours per day for a total of forty (40) hours. The normal schedule of work shall be from 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour unpaid lunch for the full term of the collective agreement.
3. The normal hours of work for the Clerk Typists, Recreation Department shall consist of five (5) days, Monday to Friday, seven (7) hours per day for a total of thirty-five (35) hours. The normal schedule of work shall be, on an alternate weekly basis, 7:00 a.m. to 3:00 p.m., and 2:30 p.m. to 10:30 p.m., with one (1) hour unpaid meal break for the full term of the collective agreement.

4. The normal hours of work for the Municipal Law Enforcement Officer shall consist of the following shifts:

Day Shift - 8:30/9:00 a.m. - 4:30/5:00 p.m. Monday to Friday
Afternoon Shift - 1:00 p.m. - 9:00 p.m. Wednesday to Sunday

DATED AT AJAX this day of , 1993.

SIGNED
FOR THE EMPLOYER

SIGNED
FOR THE UNION

Mayor

President

Clerk

Vice-President

WITNESSED

CUPE Representative

Member

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