

**CORPORATION OF THE CITY OF VAUGHAN  
C.U.P.E. LOCAL 1090 AGREEMENT APRIL 1, 1998 TO MARCH 31, 2001**

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## **INDEX - HOURLY RATED EMPLOYEES**

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*THIS AGREEMENT entered into this 14th day of September , 1998*

*BY AND BETWEEN:*

*THE CORPORATION OF THE CITY OF VAUGHAN  
(hereinafter referred to as the "Corporation")*

*OF THE FIRST PART*

*- and -*

*CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 1090  
(hereinafter referred to as the "Union")*

*OF THE SECOND PART*

**ARTICLE I PURPOSE**

**1.01**        *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 maintain and establish wages, hours of work and other working conditions as herein provided.*

**ARTICLE II RECOGNITION**

**2.01**        *The Corporation recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all clerical and technical employees of the Corporation at its offices in the City of Vaughan, save and except for*

*City Manager*

*Deputy City Manager & City Solicitor*

*Commissioner of Financial Services & City Treasurer*

*Commissioner of Development Services*

*Commissioner of Community Services*

*Director of Engineering*

*Director of Building Standards*

*Director of Human Resources*

*Director of Recreation & Culture*

*Director of Urban Design & Environment*

*Director of Community Planning*

*Director of City Financial Services/Deputy Treasurer*

*Director of Reserves & Investments*

*Director of Legal & Real Estate*

*Director of Buildings & Facilities*

*Director of Purchasing*

*Director of ITS*

*Director of Public Works*

*Fire Chief*

*City Clerk*

*Deputy Fire Chief*

*Deputy City Clerk*

*Solicitor/Corporate*

*Solicitor/Litigation*

*Senior Human Resources Manager*

*Senior Manager of Dev/Trans. Engineering*

*Senior Manager Tech. Support Services*

*Manager Parks Operations & Services*

*Manager of Engineering/Construction Services*

*Manager of Public Works - Operations*

*Manager, Policy & Special Studies*

*Manager of Economic Development*

*Manager, Business Application Services*

*Manager of Real Estate*

*Manager of Human Resources - Development*

*Manager of By-Law Enforcement & Licensing*

*Manager of Customer & Admin. Services*

*Manager of Public Transit*

*Manager of Development Planning*

*Manager of Landscape & Open Space Development*

*Administrative Manager/Recreation*

*Programs Manager*

*Tax Manager*

*Operational Auditor*

*Traffic Engineer*

*Project Engineer*

*Senior Planner/Development Control*

*Senior Planner/Policy*

*Supervisor of Development Services*

*Supervisor, Parks Operations - West*

*Supervisor, Parks Operations - East*

*Supervisor, Parks Services & Cemeteries*

*Supervisor, Client Support Services*

*Supervisor, Special Events*

*Supervisor, Computer Operations*

*Supervisor of Health & Safety*

*Building Inspection Supervisor*

*Budget & Planning Supervisor*

*Revenue Supervisor*

*Accounting Supervisor*

*Facilities Supervisor*

*Technical Supervisor*

*GIS Drafting Supervisor*

*Fleet Maintenance Supervisor*

*Zoning Supervisor*

*Water & Sewer/Drainage Supervisor*

*Property Supervisor*

*Municipal Services Inspection Supervisor*

*Development Supervisor, Planning & Studies*

*Field Supervisor*

*Capital Projects Supervisor*

*Roads Supervisor*

*Aquatics Supervisor*

*Fitness & Sports Supervisor*

*General Programmes Supervisor*

*Records Management Co-ordinator*

*Capital Revenue Analyst*

*Senior Budget Analyst*

*Sr. Financial Analyst*

*Sr. Business Analyst - Voice Communications*

*Technology Specialist*

*System Analyst*

*Contract Co-ordinator*

*Prosecutor*

*Design Engineer*

*Development Engineer, Development Review*

*Sr. Economic Developer - Community*

*Sr. Economic Developer - Business Development*

*Sr. Economic Developer - Research*

*Secretary/Executive Assistant*

*Office Co-ordinator*

*Office Co-ordinator, Admin. Services*

*Employee Services Co-ordinator*

*Assistant City Clerk*

*Sr. Field Support - Computer Systems*

*Sr. Field Support Trainer - Voice Communications*

*Legal Assistant*

*Solicitor*

*Health & Safety Assistant*

*Employee Services Assistant*

*Compensation Assistant*

*Client Support Analyst*

*Administrative Assistant to the Mayor*

*Classification Co-ordinator*

*Secretary/Office Co-ordinator*

*Legal & Litigation Secretary*

*Secretary/Administrative Assistant*

*Secretary/Receptionist*

*Secretary to Director of Urban Design & Environment*

*Secretary to Commissioner of Financial Services*

*Secretary to City Clerk*

*Secretary to Mayor*

*Secretary to Fire Chief*

*Secretary to Director of Engineering*

*Secretary to Director of ITS*

*Secretary to Director of Public Works*

*Secretary to Director of Recreation & Culture*

*Council Administrative Assistant*

*Receptionist & Filing Clerk (Human Resources)*

*employees covered by a subsisting Collective Agreement, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period, evenings and weekends.*

**2.02**        *The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.*

**2.03**        *Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.*

**2.04** *No agreement shall be made between an employee and a representative of the Corporation that conflicts with this agreement.*

**2.05** *Persons whose jobs are not in the bargaining unit shall not perform any duty that is part of a bargaining unit position when there is a qualified bargaining unit member available except for instruction, demonstration or in case of emergency.*

**2.06** *Temporary employees terms of employment shall not exceed more than 130 working days per year except where they are filling in for a permanent employee who is absent because of illness, injury or leave of absence. All temporary positions of a minimum 4 weeks duration (20 working days) shall be posted internally. The Union will be informed of all temporary personnel hired under this clause.*

### **ARTICLE III MANAGEMENT FUNCTIONS**

**3.01** *The Union acknowledges that it is exclusively the function of the Corporation to:*  
(a) *maintain order, discipline and efficiency*

(b) *hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline employees subject to the provisions of this Agreement*

*provided that a claim of discriminatory promotion, demotion or layoff or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure*

(c) *maintain and enforce rules and regulations governing the conduct of the employees; and*

(d) *generally to manage the Corporation and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in the Agreement*

**3.02** *The Corporation agrees that these functions shall only be exercised in good faith and in a manner consistent with the provisions of this Agreement.*

#### **ARTICLE IV RELATIONSHIP**

**4.01** *The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, political affiliation, or membership or nonmembership in the Union or because of activity or lack of activity in the Union.*

*The Corporation and the Union further agree that every employee has a right to be free from sexual or personal harassment, and from any reprisal or threat of reprisal for the rejection of such behaviour.*

**4.02** *The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Corporation, except as specifically permitted by this Agreement.*

#### **ARTICLE V UNION SECURITY**

**5.01** *The Corporation agrees to deduct regular Union Dues, in the amount to be advised by the Union, from each pay due each calendar month from employees covered by this Agreement and to remit the same to the Treasurer of the Union not later than the twentieth day of the same month. A list of additions, deletions and changes will also be supplied.*

**5.02** *In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.*

## **ARTICLE VI REPRESENTATION**

**6.01** *The Corporation will recognize a Grievance Committee composed of not more than two (2) of the six (6) employees selected by the Union to be known as "Stewards".*

*If during the term of the Agreement, utilization of new buildings require additional representation, the Corporation will discuss the same with the Union and consider recognition of additional Stewards.*

**6.02** *Employees shall not be eligible to serve as members of the Grievance Committee until they have completed their probationary period.*

**6.03** *The Union shall keep the Corporation notified in writing of the names of its currently authorized members of the Grievance Committee.*

**6.04** *It is understood that Stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours they will not leave their work without first obtaining the permission of their immediate supervisor.*

*In obtaining such permission the Steward shall state his/her destination to his/her immediate supervisor and report again to him/her at the time of his/her return to work. In accordance with this understanding, Stewards dealing with employees' grievances during their regular hours of work shall not suffer any loss in pay.*

**6.05** *The Union will supply the Corporation with the names of its officers. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.*

**6.06** *New employees shall be introduced to a representative of the executive on orientation..*

**6.07** *The President or Vice-President of the Local shall be allowed up to one (1) day*

*off per month (without pay) and the Secretary and Treasurer will each be given one-half (1/2) day off per month each, without pay, for Union business if requested. There will be no accumulation and this time off will not be charged to any accumulation e.g. vacation etc. to deal with union business.*

**6.08** *Alternate members of the Negotiating Committee who have been previously identified will also be granted leave, without pay, to participate in the one day of preparation.*

### **ARTICLE VII NO STRIKE NO LOCKOUT**

**7.01** *The Union agrees that during the term of this Agreement there shall be no strikes. The Corporation agrees that there shall be no lockout during the term of this Agreement.*

### **ARTICLE VIII GRIEVANCE PROCEDURE**

**8.01** *It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it verbally with his/her immediate supervisor prior to 12:00 noon on the third (3) working day after the day on which the circumstances giving rise to the complaint originated or occurred. Failing settlement, it may then be taken up as a grievance prior to 12:00 noon on the fifth (5) working day following advice of the immediate supervisor's decision in the following manner and sequence:*

#### **STEP NO. 1-**

*The employee, who may request the assistance of his/her Steward, may present his alleged grievance to his/her intermediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought; failing a*

*settlement, the supervisor shall deliver his/her decision in writing prior to 12:00 noon the third (3) working day following the presentation of the grievance to him; then prior to 12:00 noon the third (3) working day after the decision is given:*

**STEP NO. 2-**

*The employee, who may request the assistance of his/her Steward, may present his/her grievance in writing to his/her Department Head; failing settlement, the Department Head shall deliver his/her decision in writing prior to 12:00 noon on the third (3) working day following the presentation of the grievance to him/her; then prior to 12:00 noon on the fifth (5th) working day after the decision is given:*

**STEP NO. 3-**

*The Union Grievance Committee may present the grievance in writing to the City Manager or his appointee. A meeting will be held prior to 12:00 noon of the third (3) following working day between the City Manager or his appointee and the Union Grievance Committee. A Staff Representative of the Union may be present at the request of the Union.*

*It is understood that the City Manager or his appointee shall have such counsel and assistance as he may desire at any meeting with the Grievance Committee. Failing settlement, the decision of the City Manager or his appointee shall be delivered to the Union in writing prior to 12:00 noon on the third (3) following working day.*

*In the event that there is no intermediate supervisor and/or where an employee's immediate supervisor and Department Head are one and the same person, Step No. 2 will be omitted and the written grievance will be submitted to the Department Head at Step 1 and if not settled, will proceed from Step No. 1 to Step No. 3.*

**8.02** *Failing settlement and if the grievance is to proceed to arbitration such grievance shall be submitted to arbitration within fourteen (14) working days from receipt of the written decision under Step 3.*

**8.03** *Replies to Grievances stating reasons shall be in writing at all stages.*

**8.04** *It is agreed that a grievance arising directly between the Corporation and the*

*Union shall be originated under Step No. 3 and the time limit set out with respect to that Step shall appropriately apply. It is further agreed that the Union may act on behalf of an employee who is unable to file a proper grievance initiating the grievance at the appropriate Step. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.*

**8.05** *No adjustment under the Grievance Procedure or Arbitration Procedure shall be made retro-active prior to the date the grievance was formally discussed or presented to the Corporation under the Grievance Procedure (including the three (3) day period in Section 8.01 within which the employee may grieve) except as to bookkeeping error involving an employee's wages and any grievance regarding discharge or suspension without pay will be deemed to have been filed on date of such suspension or discharge.*

**8.06** *The grievor shall have the right to be present at all meetings held to resolve or discuss his/her grievance.*

**8.07** *It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement.*

#### **ARTICLE IX DISCHARGE CASES**

**9.01** *It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his/her probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.*

*A claim by an employee who has completed his/her probationary period that*

*he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 3 prior to 12:00 noon on the fifth (5) working day after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:*

*(a) confirming the Corporation's action in dismissing the employee*

*(b) reinstating the employee with payment to him/her for such time lost due to the discharge at his/her regular rate of pay for his/her normally scheduled work for such period less any amounts of money earned by the employee during such a period*

*(c) any other arrangement which may be deemed just and equitable*

## **ARTICLE X ARBITRATION**

**10.01** *When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request, in writing, addressed to the other party to this Agreement, and at the same time request the five mutually agreed to single arbitrators to advise of their available dates. Thereafter, the parties to this Agreement will meet to agree on a suitable date having regard to the arbitrators' availability dates.*

**10.02** *The list of acceptable arbitrators will be compiled by the parties to this Agreement and may be amended from time to time by mutual consent.*

**10.03** *No matter may be submitted to arbitration which has not been carried through all requisite steps of the Grievance Procedure.*

**10.04** *The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.*

**10.05** *The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.*

**10.06** Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.

**10.07** The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties of this Agreement.

**10.08** A grievor or any employee with a Legally Vested interest, shall not lose any pay for regular time spent at an Arbitration Hearing.

Necessary witnesses shall not lose any pay for the day(s) of testimony.

#### **ARTICLE XI SENIORITY**

**11.01** Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

**11.02** An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list until after he/she has completed six (6) months of continuous employment with the Corporation.

Upon completion of such probationary period the employee's name shall be placed on the seniority list with seniority dating from the time he/she was last placed on the active payroll of the Corporation .

- (a) Any employee who is hired permanently into the bargaining unit with no break in service and who successfully completes the Probationary Period, shall have their temporary continuous service recognized as Seniority, provided that the temporary service exceeds the probationary service.

**11.03** *The Corporation shall maintain a seniority list showing the date upon which each employee commenced employment in the Bargaining Unit and the person's classification. An up-to-date seniority list shall be posted twice a year in January and July. A copy of such list shall be mailed to the Secretary of the Union at the same time.*

**11.04** *Notwithstanding the provisions of 11.01, an employee shall lose all seniority*

*and shall be deemed to have terminated his/her employment if he/she:*

- (a) resigns from the employ of the Corporation;*
- (b) is discharged and is not reinstated;*
- (c) is laid off for a period of more than twelve (12) months;*
- (d) is absent from work without permission for three (3) consecutive working days unless a reasonable explanation is given by the employee;*
- (e) fails to return to work upon termination of an authorized leave of absence unless a reasonable explanation is given by the employee or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;*
- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless a reasonable explanation is given by the employee;*
- (g) is absent from work due to illness or disability which absence continues more than twenty-four (24) months.*
- (h) while in receipt of workers' compensation benefits from the Workplace Safety and Insurance Board, has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than twenty four (24) months from the date of the injury.*

**11.05** *In cases of promotion (other than to positions outside the scope of the bargaining unit), the following factors shall be considered:*

- (a) seniority;*
- (b) qualifications and job efficiency.*

*Where two or more applicants qualify for the position, seniority shall govern.*

**11.06** *In cases of layoff and recall from layoff seniority shall govern providing the remaining employees have the qualifications to perform the work available. It is*

*understood, however, that probationary employees shall be first laid off. Unless legislation is more favourable to the employees the Corporation shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of any layoff which is expected to exceed 15 working days. If employees have not had the opportunity to work the said thirty (30) calendar days, they shall be paid for the days on which work was not made available.*

*No new employee will be hired to perform work that an employee on layoff is capable of performing.*

*Every effort will be made to find alternative work for any employee who is prevented from carrying out his/her normal duties due to circumstances beyond his/her or the Corporation's control.*

**11.06** *(a) A pregnant employee who works at a Video Display Console and who requests to be removed from such duties, will be moved to other assignments within the classification, if such a move is possible.*

*Should such a move not be possible, the employee may be reclassified to a job where she is able to perform the duties.*

*Such employee will be permitted to return to her original classification upon completion of her maternity leave by displacing the junior employee in that classification.*

*Nothing in this Article shall be construed as conferring a right to any such reassignment or reclassification.*

**11.07** *No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the*

*unit, but shall not accumulate any further seniority. If such an employee is later returned to the bargaining unit, he/she shall resume accumulation of seniority held from the date of his/her return.*

**11.08** *When a new position is created or when a vacancy occurs, the Corporation shall post notice in the format attached hereto as Schedule "C" on all bulletin boards for a period of one week and shall send a copy to the Union secretary.*

*When it is known at the time of posting that the position will be reviewed within six (6) months of the posting date, then the words "under review" will be with the rate of pay on the posting.*

*Positions shall be posted within one week of vacancy. However, vacancies arising from normal retirement shall be posted 60 days prior to the employee's retirement.*

*Employees who have completed their probationary period may make written application for such permanent job vacancy within such posting period, all applications will receive written acknowledgement of their applications.*

*Every effort will be made to fill the vacancy within three (3) weeks of posting. Each candidate and the Union will be advised of the name of the successful applicant.*

*Internal appointees required to remain in their current positions until a replacement is hired will receive their new rate of pay immediately.*

*It is understood that nothing in this Section restricts the right of the Corporation to temporarily assign an employee to a job which qualifies for posting hereunder on a temporary basis only until the posting procedure has been complied with and arrangements made to permit the employee selected, if any, to fill the vacancy, provided*

*such job is posted within three (3) working days of such temporary assignment.*

**11.09** *The Corporation may, at its discretion, when there are no qualified internal applicants, promote the senior internal applicant with the potential to become qualified within a reasonable period of time.*

*Any employee so promoted will be given a trial period and may revert to his/her former position in accordance with 11.10 or if the required qualifications are not met within the agreed reasonable period.*

**11.10** **Trial Period**

*The successful applicant shall be notified within three weeks following the end of the posting period. He/she shall be placed on trial for a period of four months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee so chooses, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.*

**11.11** *The Union will be notified of all changes within the bargaining unit, including promotions, demotions, hirings, transfers, resignations, retirements, other terminations of employment, or any proposed lay offs or recalls from lay off.*

**11.12** *No outside advertising for any vacancy will be placed until the posting period is completed.*

**11.13** *The Corporation will provide on-the-job training where feasible and so requested by an employee so that an employee shall have the opportunity to receive training and qualify for a promotion or transfer in the event of a vacancy arising.*

*Accordingly, an employee shall be allowed an opportunity to learn the work of higher or equal positions during regular working hours, by working together with qualified employees for temporary periods without affecting the pay of the employees concerned. Such time allotted for training shall be at the discretion of the Corporation. Opportunities for training shall be allocated according to ability, qualifications and seniority.*

## **ARTICLE XII LEAVE OF ABSENCE**

**12.01** *The Corporation may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leave as soon as practicable. It is understood that where such leave exceeds one month there will be no accumulation of sick leave or vacation entitlement for that period, subject however, to the Employment Standards Act where leave is granted under 12.04.*

**12.02** *In the event of a death in the immediate family of an employee covered by this Agreement, the Corporation agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for any absence up to a period of five (5) days for the purpose of making arrangements for or attending at the funeral.*

*Immediate family shall mean father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, ward or guardian. Employees will be granted one (1) day's leave on the same basis in the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, or first generation niece or nephew.*

**12.03** *The Corporation agrees to grant leave of absence without pay and without loss*

*of seniority for Union business to employees selected by the Union to attend conventions or conferences. It is understood, however, that the cumulative total of leave of absence granted under this section shall not exceed fifteen (15) working days in any calendar year and that requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave.*

*The Corporation will consider substitutions in the event that the employee granted leave is unable to utilize said leave. It is further understood that no more than two (2) employees from any one Department or Classification shall be absent at the same time. The Corporation may deny the request for leave of absence for one (1) person where two (2) apply from the same Department or Classification.*

**12.04** *Pregnancy Leave*

*(a) Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant employee who has completed thirteen (13) weeks employment will be granted seventeen (17) weeks pregnancy leave without pay.*

*Parental Leave*

*(b) Unpaid Parental Leave of up to eighteen (18) weeks will be granted to employees who have completed thirteen (13) weeks employment upon at least two (2) weeks notice to the Employer. The Parental Leave for a female employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave. For all other employees, Parental Leave must begin no more than thirty-five (35) weeks after: (i) the birth of the child, or, (ii) the child*

*comes into the care and custody of the parent.*

*(c) The following provisions apply to Parental and Pregnancy Leave:*

*(i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer, unless the employee elects in writing not to do so.*

*(ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.*

*(iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to their leave.*

*(iv) All written notifications will be in accordance with the Employment Standards Act, time limits.*

*(d) The employee shall provide the Corporation with at least two weeks notice of her date of return to work. On returning from pregnancy/parental leave, she shall be placed in her former position. If the former position no longer exists, she shall be placed in a job in her last job classification and department.*

### **ARTICLE XIII BULLETIN BOARDS**

**13.01** *The Corporation will provide bulletin board space in an area designated by the Corporation for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union.*

### **ARTICLE XIV WAGES**

**14.01** *The Corporation shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.*

**14.02** *Pay cheques shall be made available in envelopes to employees.*

**ARTICLE XV HOURS OF WORK**

**15.01** *The normal work week shall consist of forty (40) hours per week and the normal work day shall consist of eight (8) hours excluding the lunch period. The normal hours of work shall be between 07:00 and 17:00 with up to one hour off for lunch between 11:30 and 14:00. It is understood and agreed that employees prevented from completing their lunch period by 14:00 shall be permitted to extend said lunch period beyond 14:00 provided the situation is made known to the Department.*

*In the event any change in the starting and quitting times is found necessary, the Corporation will discuss such change with the Union.*

**15.02** *Notwithstanding other Articles, the normal work week for Custodians, Facility Operators I and II and Assistant Foreperson(s) shall consist of not more than forty (40) hours on the average.*

*The normal work day shall consist of eight (8) hours excluding the lunch period. The work schedule will be prepared by the Supervisor, in discussion with the employees concerned.*

*In the event that any change in the starting and quitting times is found necessary, the Corporation will discuss such change with the Union as far in advance as possible.*

*The Corporation will make every effort not to schedule employees to work*

*more than two (2) consecutive weekends within a given schedule period, or less than twelve (12) hours between shifts. It is understood that nothing in this Article guarantees hours of work to be made available or pay for hours not worked except as otherwise specifically provided in this Agreement.*

**15.03** Overtime

- (a) When overtime is worked, an employee may elect to take time off or pay at the appropriate overtime rate. Such election shall be made at the time worked. Authorized work performed by an employee in excess of their regularly scheduled work-day or work week shall be paid at the rate of 1 1/2 times the Employee's straight time rate.*
- (b) Authorized work performed by an employee on a statutory holiday or scheduled day-off shall be paid at the rate of 1 1/2 times the employees straight time rate.*
- (c) The opportunity to work overtime shall be equitably distributed among those employees who normally perform the work.*

*The Corporation shall maintain a log in each work location of all overtime hours worked or declined and such log shall be available for inspection by employees in the work location.*
- (d) The Corporation shall, whenever practical, offer overtime work to*

*qualified full-time employees who normally perform*

*the work before offering such overtime to*

*temporary employees.*
- (e) It is understood that overtime under this Article shall not be*

*pyramided.*

**15.04** *No employee will be required to work more than sixteen (16) hours, exclusive of breaks during any twenty-four (24) hour period.*

**15.05** *Meal Allowance*

*Any employee required to work three (3) hours or more overtime shall be provided by the Corporation with an adequate meal or payment in lieu thereof in the amount of \$7.00.*

*An additional meal or payment in lieu shall be provided for each further consecutive four (4) hour period worked. This provision shall apply on Saturday or Sunday to those hours worked prior to starting times or beyond the stopping times, of the employees regular working days.*

*Should the employee have received less than twelve (12) hours notice of the requirement to work on Saturday or Sunday, then the meal allowance and conditions shall apply throughout all hours worked on the day for which insufficient notice was given.*

*It is understood that where an employee qualifies for a meal allowance, the employee shall be allowed time off without pay, up to one (1) hour to obtain a meal.*

**15.06** *Shift*

*It is recognized by the parties that from time to time it may be necessary, due to the nature of the Corporation operation to place those employees normally working between the hours of 07:00 and 17:00 (Monday to Friday) on shift work. Where this occurs, the following provisions will apply:*

- 1) Shift work shall not be implemented for a period of twenty (20) working days or less. If the working period is twenty (20) working days or less, the appropriate overtime rate will be paid for the minimum twenty (20) working*

- day period.
- 2) *The Corporation will provide twenty (20) working days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of overtime rates for all changed hours of work within the notice period.*
  - 3) *Such a placing on shift work shall not deprive an employee of their total number of normal scheduled weekly hours.*
  - 4) *Shift work will be scheduled on a regular five (5) days per week basis.*
  - 5) *The appropriate overtime rate shall apply when an employee works in excess of eight (8) hours a day or forty (40) hours per week. Article 15.03 shall establish the employees appropriate overtime rate.*
  - 6) *No employee shall be required to work a shift schedule against their wishes when other employees are available to perform the required work. If the numbers willing to work the shift are insufficient, the shift work will be assigned in a fair manner among the other qualified employees.*
  - 7) *The following shift differential shall apply:*
    - a) *\$. 65 per hour to employees scheduled to work between the hours of 12:00 and 21:00.*
    - b) *\$. 75 per hour to employees scheduled to work between 21:00 and 07:00.*

*(Any employee that commences their work day at 07:00 will not be entitled to shift differential).*
  - 8) *No split shifts*

**15.07** *There will be two fifteen (15) minute break periods allowed each day, one before meal break and one after meal break subject to the understanding that such fifteen (15) minute break periods will not unduly interfere with the efficient operation of the Corporation.*

**15.08** *An employee who has left the Corporation's premises and who is called in to work outside of his/her regular scheduled hours shall be paid at a rate of 1 ½ times their regular straight time rate for all hours worked except as provided in 15.09.*

*When an employee is called in he/she will be considered on duty until expiration of the two and one-half hours guarantee and a second call in therefore*

*cannot be claimed, however, any such second call will constitute a continuation of the first and the entire period so worked will be paid for at 1 ½ time. In the event that an employee is called in less than two and one-half hours prior to the commencement of his/her regular shift he/she will receive pay at a rate of 1 ½ times from the time of the call in, and will be considered to be on duty, until commencement of his regular shift. It is understood, however, that the appropriate minimum guarantee shall be applicable only for two (2) separate call ins in any 24 hour period and that for the third and subsequent call in an employee shall be eligible only for appropriate overtime rate for all hours actually worked.*

*An employee who has been called in to work outside his/her regular scheduled hours shall be provided by the Corporation with an adequate meal or payment in lieu thereof in the amount of \$7.00 upon the completion of three (3) hours worked. An additional meal or payment in lieu shall be provided for each further consecutive four (4) hour period worked.*

**15.09** *Employees covered by this Agreement may be placed, as required, on call outside their regular hours of work. Such employees scheduled by the Corporation to be on call shall remain available for work and shall be entitled in addition to any call-out pay as provided in Section 15.08 above, to on-call pay on the following basis. On-call pay shall be in the amount of \$100.00 per week. For the purpose of this Section, a week shall be defined as a seven (7) day period commencing at the conclusion of the employee's work on the day on which he/she is scheduled to commence on-call duty and shall include all hours outside of his regular shift.*

*Where a Statutory Holiday or holidays fall during this week for which an employee is scheduled to be on call, the on-call pay shall be increased by \$15.00 for*

*each such holiday during the week and in addition the employee will be entitled to a lieu day for the holiday provided, however, that any call-outs responded to between 07:30 and 15:30 on the actual holiday will be at no extra cost to the Corporation, Sections 15.03 and 15.08 notwithstanding.*

**15.10** *It is understood and agreed that the Corporation, in addition to any further action it deems advisable, has no obligation to pay standby pay where the employee on standby was not readily available for work.*

**15.11** *The Corporation agrees to post standby schedules indicating the employees normally scheduled for standby. This schedule may be drawn up by the employees concerned subject to the approval in writing of the Supervisor. It is understood that this shall not constitute a guarantee of standby schedule, nor shall it constitute any guarantee of payment for standby except to the extent that such work is performed in accordance with Section 15.09.*

**15.12** *When overtime is worked, an employee may elect, to take time off at double time rate or pay at the 1 ½ times rate. Such election shall be made at the time worked.*

*Such time off may accumulate to a maximum of two weeks per employee for the year.*

*The time off will be taken within the calendar year at a time mutually acceptable to the employee and his/her Supervisor and such agreement will not be unreasonably withheld.*

*In the event no mutually acceptable time can be agreed to or in the event that the time is not taken, the employee will receive pay for the outstanding time with the last pay of the year.*

## **ARTICLE XVI HOLIDAYS**

**16.01** *Employees shall be entitled to the following holidays with pay:*

*New Year's Day*

*Victoria Day*

*Labour Day*

*Christmas Day*

*Easter Monday*

*Good Friday*

*Dominion Day*

*Thanksgiving Day*

*Boxing Day*

*Civic Holiday*

*In addition the last scheduled working days before Christmas Day and New Year's Day shall be half holidays with pay. In addition to the above, employees on staff prior to February 28th will be entitled to one floating holiday provided it is taken between March 1st and December 31st in the same year. In the event of a new holiday being proclaimed to take place during January or February by the Federal Government, that day will take the place of the floating holiday.*

**16.02** *Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday or half holiday, at this regular straight time rate of pay.*

**16.03** *In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence satisfactory to the Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.*

**16.04** *Any employee required to work on a holiday shall be paid for all authorized work performed on such holiday at 1 ½ times his/her straight time rate of pay for all hours worked in addition to his/her holiday pay.*

**16.05** *Any employee scheduled to work on a holiday who does not report for work shall forfeit his/her holiday pay except in cases of excused absence satisfactory to the*

Corporation. Any disagreement regarding this clause may be subject to the grievance procedure.

**16.06** In the event that any of the above holidays fall on a Saturday or Sunday, the Friday or Monday shall be considered as the Statutory Holiday for the purpose of this Agreement.

## **ARTICLE XVII VACATIONS**

**17.01** Employees shall be entitled to the following annual vacation with pay. All entitlement will be calculated as of July 1st in each year except as provided in 17.04.

**17.02** All employees who have completed their probationary period and who have one (1) year or less of continuous service as of July 1st in any year shall be entitled to vacation with pay in the amount of one day for every month worked up to a maximum of ten (10) days.

**17.03** All employees with more than one (1) year but less than three (3) years continuous service as of July 1st in any year shall be entitled to two (2) weeks vacation with pay and thereafter as follows:

After 3 years service 3 weeks  
After 8 years service 4 weeks  
After 14 years service 5 weeks  
After 25 years service 6 weeks

In the year in which the above levels of service are achieved employees whose anniversary date falls between July 2nd and November 30th shall be entitled to an additional week provided it is taken after such anniversary date; where the anniversary date falls between December 1st and April 30th the extra entitlement shall be two days of vacation provided they are taken after December 1st.

**17.04** Employees who have completed their probationary period and who leave the

*employ of the Corporation shall be entitled to vacation pay based on the length of continuous service as set out above in such proportion as their service in months for which no vacation pay has been given bears to twelve (12) months.*

**17.05** *In the event that a holiday falls within the vacation period of any employee who has completed his/her probationary period, his/her vacation may at the employee's discretion be extended by an extra day.*

**17.06** *Employees shall be entitled to their vacation in an unbroken period subject to the understanding, however, that employees entitled to more than three (3) weeks of vacation may be required to take their additional vacation entitlement at a time other than the three (3) week unbroken period. Vacation entitlement up to 5 days maximum unused at April 30th in any year will be placed in reserve for future use, the reserve may not accumulate to more than 5 days.*

*Vacation in excess of three (3) weeks in an unbroken period will be granted at a time mutually agreed between the employee and the Corporation.*

**17.07** *Choice of vacation periods by seniority ends at April 30th, thereafter employees may select their vacation period with the consent of their foreperson or supervisor, notwithstanding the fact that other more senior employees have not chosen their vacation.*

## **ARTICLE XVIII SICK LEAVE**

**18.01** *Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are ill except as provided in Sections 18.01(e) and 18.04 and sick leave shall be granted to full time employees covered by this Agreement on the following basis:*

(a) *Full-time employees shall, while receiving full pay, accumulate sick leave*

*credits at the rate of one and one half days per month to a total of eighteen (18) days after one year's service.*

- (b) All unused sick leave may be accumulated to the credit of an employee up to a maximum of two hundred and eighty (280) days.*
- (c) An employee may be required to produce proof of sickness for any absence in the form of a medical certificate or statutory declaration and in all cases of sickness of more than three working days, a medical certificate or statutory declaration is compulsory before returning to work.*
- (d) Employees who, during their first two (2) years of service suffer a serious illness, will be allowed to overdraw their sick leave accumulation to a maximum of fifteen (15) working days. The seriousness of the illness and the need for the time off shall be confirmed in writing by a physician.*
- (e) Employees who require time off from work for critical personal needs, may after notifying the Supervisor and with the Agreement of their Department Head, use up to a maximum of three (3) accumulated sick days per year for such purposes.  
This time off should only be granted for such reasons as serious illness of the spouse or child, religious holidays, house fire, etc.*

**18.02** *The Corporation will provide Long Term Disability Insurance (L.T.D.) for all employees which will provide an income for disabled employees of 75% of their regular pay after a waiting period of 119 days. The Corporation will pay the entire premium for this insurance coverage. If an employee who qualifies for L.T.D. benefits so chooses, he/she shall be allowed to use sick leave credits to a maximum of six (6) months or his/her total sick leave accumulation, whichever is the lesser prior to being placed on L.T.D.*

*Benefit payments shall be adjusted annually on each January 1st by the increase in the all-item Consumer Price Index for Toronto in the preceding twelve-month period.*

**18.03** *It is understood that sick leave is not applicable where leave is granted under Section 12.04.*

**18.04** **SUPPLEMENT OF WORKERS' COMPENSATION BOARD PAYMENTS**

*Full time employees who are injured on the job and whose Workers'*

*Compensation Claim is approved, shall be paid their normal salary, exclusive of standby, overtime pay etc., for such period of time as they would have received full pay for illness not related to their work.*

*Employees with less than twenty-five (25) days sick leave accumulation shall be deemed to have twenty-five (25) days sick leave standing to their credit for the purpose of this Article.*

### **ARTICLE XIX GENERAL**

**19.01** *Correspondence arising under the provisions of this Agreement, except where otherwise provided, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Secretary of Local 1090, and, if to the Corporation, to the City Clerk (with copies to the City Manager and the Director of Human Resources).*

**19.02** *The Corporation agrees to provide each new employee covered by this Agreement with a copy of the Collective Agreement. The cost of printing the Agreement in book form shall be paid 50% by the Corporation and 50% by the Union.*

### **19.03 JOB DESCRIPTIONS**

*The Corporation agrees to draw up job descriptions:*

- 1) for all positions for which the Union is bargaining agent;*
- 2) whenever a job is created within the Unit;*
- 3) whenever the duties of a job change substantially.*

*These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection or a request for discussion within thirty (30) days. There shall be an up to date job description and*

*rating prior to the posting of any position.*

**19.04** *Existing classifications as set out in Schedule "A" shall not be eliminated or changed without prior agreement with the Union.*

*Changes to classification title will only occur at the time of printing of a new agreement and with the consent of all parties. Job description or evaluation will not be thereby affected by this clause.*

**19.05** *(i) Where the Corporation has determined that a new classification is required or where the Corporation has made substantial changes, or where the Union believes the Corporation has made substantial changes in the duties of an existing classification and has established the rate for such job, the Corporation will meet with the Union, upon its written request, within thirty (30) days of the request for such meeting being made by the Union to evaluate same through joint job evaluation with the Union.*

*(ii) **Job Evaluation***

*(a) The Joint Job Evaluation committee exists for the purpose of uniformly evaluating and appraising job classification according to the Job Evaluation Manual used for Pay Equity.*

*(b) The Committee shall be composed of six (6) members:  
three (3) to represent the Corporation and three (3) to represent the Union.*

*Each party shall elect or appoint their own representative and so notify the other party.*

*(c) All decisions of the Committee shall be by majority.*

*(d) A quorum shall be six (6) members of the Committee.*

**19.06** *Where the Corporation has made substantial changes in any job and the Union requests a reclassification, such request will be dealt with within nine (9) months of the request. Any resulting reclassification shall be effective no later than nine (9) months following the request.*

**19.07** *The Corporation agrees, during the term of the Agreement, to provide certain clothing to employees covered by this Agreement on the basis set out in Schedule "B" attached hereto. It is understood that such clothing shall remain the property of the Corporation and shall be worn by employees while on duty and not otherwise. Employees must return such clothing on termination of employment or where replacement is requested.*

*Employees working in areas where safety footwear is required, will provide their own appropriately rated safety footwear, (green patch standard) and they will be reimbursed, upon submission of proof of purchase, the cost up to a maximum of one-hundred and fifty (\$150.00) every two years, (with no breakdown).*

**19.08** *Where an employee is temporarily required by the Corporation to assume the job duties of a higher rated classification than the employee's own classification, and such assignment of duties is for three (3) hours or more, the employee shall receive the rate for the job classification to which assigned, for the period such duties are performed.*

**19.09** (a) *An employee who does not normally supervise other employees but is designated "Crew Leader" over three (3) or more other persons, shall receive a premium of \$1.00 per hour for all hours worked so designated.*

(b) *The employee assigned as Asphalt Crew Leader shall receive the Crew*

*Leader rate from May 1st to November 15th and any other time so assigned.*

**19.10** *The Corporation agrees to notify the Union as far in advance as possible before introducing any technological changes which effect the rights of employees, conditions of employment, wage rates, or work loads.*

*If and when the Corporation should alter the work methods now in effect, no employee shall have their employment terminated by reason thereof.*

*Any job training required by reason of technological change shall be without loss of pay, but in any event no incumbent shall suffer a loss of wages by reason of technological change.*

**19.11** *Each employee shall receive an annual statement in March of vacation and sick leave credits.*

#### **ARTICLE XX JURY DUTY**

**20.01** *An employee required to serve as a Juror or subpoenaed by the Crown as a witness and who, therefore, is unable to perform his/her regular shift shall be entitled to receive for each day of absence the difference between his/her regular straight time rate for all hours lost and the amount of jury fee received provided the employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee received during the normal work week.*

#### **ARTICLE XXI BENEFITS**

**21.01** (i) *The Corporation agrees, during the term of this Agreement, to pay the billed premiums for the present coverage of the following plans for each eligible employee in the bargaining unit and in the active employ of the Corporation:*

- (a) Ontario Employer Health Tax (OHIP)*
- (b) Life Insurance (1 ½ times salary)*
- (c) A.D.D. (1 ½ times annual salary)*

- (d) *L.T.D. (75% monthly earnings max. \$3500.00 per month, indexed)*
- (e) *Semi Private Hospital Care*
- (f) *Dental Insurance*

*1996 ODA fee schedule - implemented month following ratification  
1997 ODA fee schedule - April 1, 2000  
Orthodontics (50%) - \$3,000 lifetime maximum per family member  
Effective January 1, 1997*

*Crowns, Inlays, and Caps (50%) - \$1,500 annual maximum per family member. Effective January 1, 1997*

- (g) *Prescription Drugs:* *Prepaid with card and \$3.00*
- (h) *Vision Care:* *\$180.00 each 24 months (with no breakdown).*
- (i) *Healthguard services including hearing aids and other services and supplies*  
*Major Medical deductible* - *\$25.00/single coverage*  
- *\$50.00/family coverage*

**21.01** (ii) *Optional Life Insurance - Cost to employee from options available from benefits carrier.*

**21.02** *The Corporation will retain the entire premium reduction granted by the Unemployment Insurance Commission because of the Corporation's sick leave plan to be applied against the Corporation's cost of benefits.*

**21.03** *Temporary employees will not be eligible for coverage in items (b) to (i) in 12.01 above, and may not participate in OMERS.*

**21.04** **Retiree Benefits**

*Retiree Benefits for retirees with a minimum of five (5) years continuous service with the City of Vaughan, who retire under the O.M.E.R.S. Plan will be covered for*

*-Life Insurance at \$10,000.00,*

*-Visioncare at \$150.00 every 24 months*

*-Basic Dental plan at 1993 O.D.A. fee schedule - month following ratification  
1994 O.D.A. fee schedule - April 1, 2000*

**ARTICLE XXII DURATION**

**22.01** *This Agreement shall be in effect from April 1, 1998 until March 31, 2001 and shall continue automatically thereafter for periods of one (1) year unless either party*

*notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.*

**22.02** *Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.*

**22.03** *With respect to negotiations referred to in Section 22.02 above, the Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than two employees in the bargaining unit plus the President or his/her designate. Members of the Committee shall not suffer any loss of pay or benefits for normal work hours involved in negotiations or one day for preparation. A Staff Representative of the Union may be present at the request of the Union.*

DATED at Maple this      th day of      , 1999

THE CORPORATION OF THE  
CITY OF VAUGHAN

CANADIAN UNION OF  
PUBLIC EMPLOYEES AND  
ITS LOCAL 1090

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City Clerk

---

President

---

Mayor

---

Recording Secretary

---

Representative

**SCHEDULE "A"**  
**HOURLY RATED EMPLOYEES**  
**APRIL 1, 1998 TO MARCH 31, 2001**

**LEVEL I**

	<b><u>Start</u></b> 80%	<b><u>6 Months</u></b> 90%	<b><u>1 year</u></b> 100%
	17.48	19.67	21.85 Apr. 1/98
	17.87	20.11	22.34 Apr. 1/99
	18.27	20.56	22.84 Apr. 1/2000

**LEVEL H**

	16.65	18.73	20.81 Apr. 1/98
	17.03	19.15	21.28 Apr. 1/99
	17.41	19.58	21.76 Apr. 1/2000

**LEVEL G**

A.C. & H.V. Mechanic  
 Carpenter  
 Electrician  
 Mechanic  
 Water Co-ordinator

	15.86	17.84	19.82 Apr. 1/98
	16.22	18.24	20.27 Apr. 1/99
	16.58	18.66	20.73 Apr. 1/2000

**LEVEL F**

	14.85	16.70	18.56 Apr. 1/98
Assistant Foreperson	15.18	17.08	18.98 Apr. 1/99
Maintenance Co-ordinator	15.53	17.47	19.41 Apr. 1/2000

**LEVEL E**

	14.39	16.19	17.99 Apr. 1/98
	14.71	16.55	18.39 Apr. 1/99
Facility Operator I	15.04	16.92	18.80 Apr. 1/2000

**LEVEL D**

Serviceperson I	13.93	15.67	17.41 Apr. 1/98
Facility Operator II	14.24	16.02	17.80 Apr. 1/99
Equipment Operator I	14.56	16.38	18.20 Apr. 1/2000

**SCHEDULE "A"**  
**HOURLY RATED EMPLOYEES**  
**APRIL 1, 1998 TO MARCH 31, 2001**

**LEVEL C**

<i>Equipment Operator II</i>	13.45	15.13	16.81 Apr. 1/98
<i>Serviceperson II</i>	13.75	15.47	17.19 Apr. 1/99
<i>Park Attendant</i>	14.06	15.82	17.58 Apr. 1/2000
<i>Building Maintenance Operator</i>			
<i>Arborist</i>			

**LEVEL B**

<i>Equipment Operator III</i>	13.02	14.65	16.28 Apr. 1/98
<i>Transit Operator</i>	13.32	14.99	16.65 Apr. 1/99
<i>Serviceperson III</i>	13.62	15.32	17.02 Apr. 1/2000
<i>Custodian</i>			

**LEVEL A**

	12.58	14.16	15.73 Apr. 1/98
<i>Labourer</i>	12.86	14.47	16.08 Apr. 1/99
	13.15	14.80	16.44 Apr. 1/2000

## **SCHEDULE "B"**

*Each employee covered by this Agreement shall be provided with the following items (not made to measure) upon completion of the probationary period.*

- (a) five (5) shirts;*
- (b) three (3) pairs of denim trousers;*
- (c) two (2) pairs of coveralls;*
- (d) one (1) parka at 50% of billed cost (replacement parkas will be at the Corporation's expense)*

*Employees classified as Facility Operators will be supplied with three (3) uniforms consisting of a jacket and matching pants and one (1) winter coat in addition to (a) and in lieu of (b), and (d) above.*

*All such clothing will be replaced as necessary at the discretion of the Corporation.*

*A supply of suitable rainwear will be maintained by the Corporation for use by employees covered by this Agreement who are required to work in inclement weather.*

*A supply of suitable protective aprons and gloves will be maintained by the Corporation for use by employees covered by this Agreement who are required to work with the various chemicals used.*

**SCHEDULE "C"**

**NOTICE**

*The following position will be available within the*

*\_\_\_\_\_ Department, on or about \_\_\_\_\_*

**TITLE:** \_\_\_\_\_

**MAJOR DUTIES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REQUIREMENTS:**

**EDUCATION:** \_\_\_\_\_

**EXPERIENCE:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

\_\_\_\_\_

**WORKING CONDITIONS:** Inside \_\_\_\_ Outside \_\_\_\_ Both \_\_\_\_

*Hours of Work* \_\_\_\_ *per week* *Schedule* \_\_\_\_\_

**SALARY:** *Start \$* \_\_\_\_\_ *per* \_\_\_\_\_

*Maximum \$* \_\_\_\_\_ *per* \_\_\_\_\_

*Persons interested in the above and/or any subsequent vacancies are asked to contact the Human Resources Department.*

*CC: Secretary, CUPE Local 1090*

\_\_\_\_\_  
*Human Resources Department*

**LETTER OF UNDERSTANDING**

*Pursuant to and forming part of the Collective Agreement signed*

*between*

*THE CORPORATION OF THE CITY OF VAUGHAN*

*and*

*C.U.P.E. LOCAL 1090*

*dated this                      Day of                      1999.*

*It is agreed that no Employee will be laid off as a result of his work being contracted out.*

*The Corporation agrees that where there is work to be done which employees do as part of their duties and also for which contractors are paid standby pay to be available to do, the Corporation will make every effort whenever practicable to provide work for employees before calling in a contractor on standby.*

*It is further agreed that an Ad Hoc Labour/Management Committee consisting of three representatives of each party shall meet within 30 days of the date of notice of ratification to discuss matters of mutual concern.*

*This Committee will report as soon as possible to the Union and to the Council, its recommendations in the best interest of the taxpayers and the employees.*

**LETTER OF UNDERSTANDING**

*Within the context of the Collective Agreement, the terms internal applicant and internal appointee refer to Bargaining Unit Employees.*

**LETTER OF UNDERSTANDING**

*The parties understand that the following arrangements apply to Transit Operators:*

*o pick shifts by seniority;*

*o breaks and meal period written into schedule;*

*o part-time Transit Drivers to be paid Transit Operator probationary rate;*

*o full-time employees offered overtime before it is offered to part-time*

employees;

work schedule is as established and approved by the Ministry of Labour i.e. ten (10) hour shifts.

**LETTER OF INTENT**

*In the event of amalgamation or merger of staff brought about by the enactment of Joint Services Agreements between the City of Vaughan and Vaughan Hydro, no C.U.P.E. Local 1090 employee shall lose a job as a result.*

**LETTER OF INTENT**

*Employees working in any area of contamination by toxic materials may exchange coveralls rather than take the clothing home for laundering. Clothing thus laundered will be considered the property of the Corporation and not of the individual employee.*

**LETTER OF UNDERSTANDING**

*When an employee is required by the Corporation to relieve temporarily in a management position for one (1) day or longer, outside of the Bargaining Unit, the employee shall receive a premium of one dollar (\$1.00) per hour above their regular straight time rate of pay for all hours so assigned.*

**LETTER OF UNDERSTANDING ----- ONE YEAR TERM EMPLOYEES**

*There will be a limit of one renewal for any one year contract personnel at which time the position will become redundant or converted and posted as a permanent position.*

**LETTER OF UNDERSTANDING**

RE: 1998 COLLECTIVE AGREEMENT BETWEEN THE CORPORATION  
OF THE CITY OF VAUGHAN ("the City")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

*LOCAL 1090 ("the Union")*

*The City will commit to make every possible effort during the term of this Agreement to maintain the existing staff complement. If, in the City's view, workforce reductions may become necessary, the City will request the assistance of the Union to explore alternative means of meeting the City's needs prior to any implementation.*

*In the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees that remain have the qualifications and ability to do the jobs remaining. The City will guarantee that 75% of those employees who were permanent full time at the start date of this Collective Agreement will be provided with full time employment during the term of this agreement. This does not guarantee that employees will retain the positions which they occupied at the start of this Agreement.*

**LETTER OF UNDERSTANDING**

*Notwithstanding Article 11.01 in the CUPE Collective Agreements, the parties agree that in the event of a job posting in either bargaining unit, applicants' seniority in either bargaining unit shall be considered to be integrated in the bargaining unit where the posting exists. This does not prejudice or change seniority rights in any other circumstances.*

**LETTER OF UNDERSTANDING**

*Any notation of a reprimand or disciplinary action placed on an employee's record shall be removed, at the employees' request, after an elapsed period of three (3) years from the date the discipline was recorded in which the employee has not received a further notation for the same or a similar type of infraction.*

**LETTER OF UNDERSTANDING**

*It is agreed that no employee will be laid off as a result of his/her work being contracted out or being performed by a temporary employee.*

**LETTER OF INTENT ----- RE LAYOFFS 1998-2001**

*It is the intent of the Corporation that there will be no layoff of Local 1090 staff solely in order to meet any financial constraints arising from the 1998 operating budget as approved by Council. It is also the intent of the Corporation that if savings are required in 1999, 2000 or January - March of 2001, in order to meet budget constraints, every reasonable effort will be made to achieve such savings on a corporate wide basis e.g. voluntary days off, voluntary leaves of absence, Christmas (or equivalent) closing of offices rather than through specific layoffs, provided that the Union accepts Christmas (or equivalent closings) as legitimate notwithstanding any language in the Collective*

*Agreement that may conflict with such action.*

*The Union shall be consulted prior to any such action being implemented.*

*It is recognized that the Corporation may declare a layoff for any reasons that may require such action e.g. reduction in service levels, redundancy of work, etc.*

**LETTER OF UNDERSTANDING ----- LABOUR MANAGEMENT COMMITTEE**

*A Labour Management Committee shall be established consisting of representatives of each party and will meet upon the reasonable request of either party to discuss matters of mutual concern.*

*Provided that, the Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of this collective agreement.*

**LETTER OF UNDERSTANDING**

*The parties agree to have the issue of Testing addressed by the "ad hoc" labour-management committee. Such a meeting shall occur by the end of 1999, to determine guidelines for tests to be used as a tool in promotions.*

*The parties agree to have a union/management committee meet during the life of this Collective Agreement in order to revise Schedule "C" of the Collective Agreement into a more informative format.*