

SOURCE	CUU		
EFF.	86	04	01
TERM.	89	03	31
No. OF EMPLOYEES	192		
NOMBRE D'EMPLOYÉS	192		

OUTSIDE WORKERS

APRIL 1, 1986 - MARCH 31, 1989

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL NUMBER 250

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OUTSIDE WORKERS

APRIL 1, 1986 - MARCH 31, 1989

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA

hereinafter called "the Corporation"

OF THE FIRST PART,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL NUMBER 250

hereinafter called "the Union"

OF THE SECOND PART,

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the Maintenance and Traffic Engineering Divisions of the Public Works Department and the Parks, Recreation, and Arenas Divisions of the Community Services Department, save and except: persons above the rank of Working Foreman; Office Staff, Adult Crossing Guards and Security Watchmen; employees engaged in conducting and implementing the Corporation's recreational programmes; ushers and doormen; ticket sellers and cashiers; **kiosk** and concession employees; and employees covered by other Collective Agreements with the Corporation.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that, subject to the provisions of other articles of this Agreement, it is the exclusive function of the Corporation to: -
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, transfer, promote, demote and discipline provided however that an employee with seniority shall not be disciplined or discharged without just cause; and
 - (c) Generally to manage the affairs of the Corporation and without restricting the generality of the foregoing to determine the methods of operation, schedules of operation and the type and location of equipment to be used.

ARTICLE 3 UNION SECURITY

3.01 All employees to whom this Agreement applies, who are hired after April 1, 1977 shall become and remain members in good standing in the Union.

The Corporation shall not be required to discharge an employee who has been refused, suspended or expelled from membership in C.U.P.E. Local 250, other than for engaging in unlawful activity against C.U.P.E. Local 250.

3.02 The Corporation shall deduct monthly from the wages of each employee to whom this Agreement applies, an amount equivalent to the monthly Union dues of a member of the Union and shall remit monthly to the Recording Treasurer of the Union, all amounts so deducted with a list of names of employees from whom such deductions have been made.

In order that the Corporation may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Corporation in writing, over the signature of the Recording Secretary of the Union, the amount of the deductions to be made by the Corporation for regular monthly union dues, and the Corporation shall have the right to continue to rely upon such written notification as to the amount to be deducted until it receives other written notification from the Union signed with the same formality.

3.03 Union dues will be deducted on the first regular deduction date following the hiring of an employee. The amount of Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.

3.04 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 operations of this section.

3.05 All correspondence directed to the Union shall be sent to the Union's Recording Secretary or in his absence to the President or other named officer; and it shall be the responsibility of the Union to notify the Corporation accordingly.

ARTICLE 4 - RELATIONSHIP

4.01 No employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment because of membership or activity in the Union. The Corporation agrees that it will not by any means, directly or indirectly, persuade or influence any employee against trade union membership or activity.

4.02 The parties agree that there will be no intimidation, interference, restriction or coercion exercised or practised on employees by any of their members or representatives. The Union will not engage in union activities during working hours or **hold** meetings at any time on the premises without the permission of the Department Head.

ARTICLE 4 - RELATIONSHIP (Continued)

4.03 The Corporation and the Union jointly agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced because of race, creed, colour, sex, marital status, religious or political affiliation, national origin or membership in any labour organization, or by reason of any activity in any labour organization.

4.04 The Corporation and the Union agree that neither will at any time act or proceed in any manner contrary to the provisions of the Employment Standards Act, Ontario Labour Relations Act or the Ontario Human Rights Code.

ARTICLE 5 - SENIORITY

5.01 When a new employee is hired, such employee shall be on probation for a period of six (6) months active service. It is understood that during such probationary period, the employment of a probationary employee may be terminated by the Corporation at its discretion at any time. Subject to the foregoing an employee shall be subject to all other terms of the Collective Agreement during his probationary period.

5.02 It is agreed that there shall be two (2) categories of employees, namely regular and temporary. Temporary employees shall become members of the Union after acquiring ninety (90) calendar days from the date of hiring. Temporary employees shall receive the same rates of pay as regular employees, **and** shall acquire recall rights but shall not have job security rights, per Article 20.

5.03 Ability being sufficient, seniority within each department shall govern in all cases of promotion and demotion, with the senior employees being granted the preference or advantage, and in all cases where there exists a shortage of work, senior employees shall have the right to exercise their seniority over junior employees.

5.04 For the purposes of this Article the following shall be recognized as separate departments:

- (a) Public Works Department
- (b) Community Services Department

5.05 The following procedures shall be followed with respect to layoff and recall. For the purposes of clause 5.05 only, seniority shall be bargaining unit wide. Temporary employees shall be laid off before regular employees are affected. No temporary employee shall use his seniority to displace or bump any other employee in another department.

(a) In the event of a reduction in the work force in a department (as defined in Article 5.04) layoff shall commence with the employee with the least amount of seniority, within the occupational classification affected.

(b) Ability and qualifications being sufficient, any employee displaced as a result of layoff may use his seniority to displace the employee in the same or a lower occupational classification with the least bargaining unit seniority.

ARTICLE 5 - SENIORITY (Continued)

- 5.05 (c) Ability and qualifications being sufficient, any employee displaced as a result of layoff shall use the same procedure as outlined in (b) to obtain a position.
- (d) An employee who elects to use his seniority, as in paragraphs (b) and (c) above, shall receive the rate of pay for the occupational classification which he secures.
- (e) An employee shall not accrue seniority while on layoff.
- (f) In the event of recall, positions will be filled in the reverse manner to the layoff, providing ability and qualifications are sufficient.
- 5.06 Regular employees shall be given fifteen (15) working days notice in advance of layoff. Temporary employees shall be given five (5) working days notice in advance of layoff. No notice of layoff will be required for any term of employment of fourteen (14) working days or less.
- 5.07 An employee's seniority shall not accumulate when granted leave of absence of over thirty-one (31) calendar days.
- 5.08 Seniority shall be lost, employment terminated, and an employee shall be deprived of any further rights under this Agreement if any of the following events shall occur:
- (a) If he voluntarily resigns.
 - (b) If he is discharged and is not reinstated through the grievance procedure.
 - (c) If he is laid off for a continuous period exceeding twelve (12) months calculated from the day of layoff.
 - (d) If he fails to return to work within ten (10) working days after notice to return to work has been sent to him by registered mail to his last address appearing on the Corporation's records.
 - (e) If he is absent from work in excess of two (2) working days without sufficient cause or without notifying his immediate supervisor.
 - (f) If he overstays an approved leave of absence and fails to obtain an extension from the City.
- 5.09 Employees promoted to positions outside the bargaining unit shall be removed from the Local 250 seniority list, and if returned to the bargaining unit, will not be credited with the time spent outside the bargaining unit when their seniority is being computed.
- 5.10 It is **agreed** that separate seniority lists for each department as defined in Article 5.04 shall be established by the Corporation for regular and temporary employees. Such lists shall be revised and posted as of January 1 and July 1 of each year and copies filed with the Union.
- Seniority lists for temporary employees will be expressed in calendar days of active service on the payroll.

ARTICLE 5 - SENIORITY (Continued)

5.11 Temporary employees shall not become regular employees until Article 9.05 - Job Posting has been complied with.

A temporary employee who is the successful applicant for a regular job posting shall, after serving the initial probationary period of forty (40) days worked, have his total accumulated days of temporary service prior to the effective date of appointment backdated to form a seniority date, subject to Articles 5.01 and 5.12.

5.12 Seniority shall accrue to employees when they have accumulated six (6) months of service.

5.13 Any employee who has completed his probationary period shall not be laid off while "incentive" employees are retained at work, Employees who have not completed their probationary period shall not accrue seniority through an "incentive" program.

"Incentive" employees are those employees hired for make-work projects not budgeted for by the Corporation, and paid for by money made available by the Federal and/or Provincial Governments.

ARTICLE 6 - LEAVE OF ABSENCE

6.01 Representatives of the Union will be granted leave of absence during their working hours to consult with employees who have differences or disputes with the Corporation. The Union recognizes that each representative is employed full-time by the Corporation and that he will not leave his work during working hours without management's permission. The Corporation agrees that supervision shall grant leave with pay for this purpose without **undue delay**.

It is understood that the President of Local 250 may, at his discretion, attend all meetings between the Corporation and the Union.

6.02 Leave of absence without pay and without loss of seniority or occupational classification will be granted to any employee who requests such a leave to attend Union functions or for other good and sufficient reasons. The Union agrees that leave of absence for Union functions granted by the Corporation under Article 6.02 will not be used for the purposes of any strike, slowdown or stoppage of **work** as noted in Article 22.01.

6.03 When an emergency occurs in an employee's family, an employee may be allowed **up** to one (1) day off with pay to deal with the emergency. It shall **be** the responsibility of the Department Head to authorize or withhold payment ~~for~~ such day off.

"Emergency in an employee's family" shall be defined as being totally unforeseen and requiring immediate attention as well as:

a being potentially life threatening to:

- (1) a family member as defined in Article 6.04; or
- (2) someone living permanently in the employee's home

ARTICLE 6 - LEAVE OF ABSENCE (Continued)

- 6.03 (Cont'd.) b. or, requiring immediate relocation of those living permanently in the employee's dwelling due to the dwelling becoming uninhabitable. In such case up to three (3) hours will be payable.

"Emergency in an employee's family" shall not be defined to include time for the employee to rest following an emergency.

Notwithstanding the above OF in extenuating circumstances application may be made by the employee **and**, at management's discretion, will be considered on its merits.

- 6.04 An employee, upon approval of his Department Head, will be granted up to five (5) working days off with pay in the event of the death of his spouse.

In the event of a death in the family (to mean father, mother, sister, brother, son, daughter, grandparents, son-in-law, daughter-in-law) of an employee or his spouse, an employee upon approval of his Department Head, will be granted three (3) working days off with pay. An additional two (2) days travelling time may be granted by the Department Head to permit the employee to attend a funeral in the family that is to be held at a distant point,

- 6.05 When the Corporation receives a request from the family of a deceased employee or retired employee, up to six (6) employees will be granted up to four (4) hours of ~~€~~with pay to act as pallbearers.

- 6.06 Time-off granted under 6.03, 6.04 and 6.05 will not be deducted from sick leave or other credits which an employee has accrued.

- 6.07 Upon receipt of reasonable notice, the Corporation will grant leave of absence of up to one (1) year without pay, but without loss of accrued seniority or job classification, to an employee elected to a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. Any request for extension of the one (1) year shall **be** in writing.

- 6.08 The Corporation shall grant leave of absence without loss of seniority to an employee who is called to serve as a juror or is subpoenaed as a witness in any court.

The Corporation shall pay the employee the full basic wage or salary for the period, provided that the employee shall turn over to the employer the full amount of compensation received for the said service, excluding payment for travel and meals, and providing that the employee can present to the employer official proof of that service and payment therefor.

ARTICLE 7 - REPRESENTATION

- 7.01 The Union shall have the right to appoint or elect and the Corporation shall recognize the Shop Stewards who shall be chosen to represent various departments or groups of workers as decided upon by the Union. From the Union, a committee of three (3) employees shall be appointed or elected to be known as the "Grievance Committee". It shall be the duty of the Grievance Committee to negotiate the satisfactory settlement of all

ARTICLE 7 - REPRESENTATION (Continued)

7.01 (Cont'd.) grievances in accordance with the Grievance Procedure, as herein set forth. The Corporation shall be advised, in writing, the names of the Grievance Committee, appointed or elected. The Union will further submit to the Corporation the names of the Stewards and the departments they represent and the Corporation will recognize such appointed or elected representatives of the Union Executive.

7.02 Employees shall have the right at any time to have the assistance of a representative of the local union and/or the Canadian Union of Public Employees who shall have access to the Corporation's premises on notification to the office of the Department Head, in order to investigate or assist in negotiations of a dispute.

7.03 Meetings shall be held at a mutually agreeable time.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Differences or disputes arising between the Corporation and the employees, shall be considered as grievances and shall be dealt with in the following manner:

STEP 1

An employee having a grievance shall present it to his Steward or, in his absence, an elected representative of the Union Executive, in writing and signed, and they shall jointly take the matter up within five (5) working days with the appropriate representative of management, who shall have three (3) working days in which to render a decision. Failing a satisfactory settlement after this period, the second step of this grievance procedure may be invoked within seven (7) working days.

NOTE:

Any difference arising directly between the Corporation and the Union concerning the interpretation and/or violation of the terms or provisions of this Agreement, may be submitted by either party to the other commencing at Step 2.

STEP 2

The Grievance Committee shall then take the matter up with the Department Head and the Director of Personnel or their representatives. If the parties at this step are unable to reach a satisfactory settlement within seven (7) working days (or a time mutually agreed upon), the third step of the Grievance Procedure may be invoked within seven (7) working days as follows:

STEP 3

The City Council, or representatives thereof, will meet with representatives of the Union and **make** a decision within fourteen (14) working days of the date of a request for such a meeting, or within a time mutually agreed upon. If the parties at this step are unable to reach a satisfactory settlement, the matter may be taken to arbitration.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

- 8.02 Acceptance or rejection of decisions under any of these steps shall be notified in writing to the other party within fourteen (14) days.
- 8.03 Notification of intention to proceed to arbitration shall be given in writing to Council or its representatives, prior to proceeding to arbitration and within sixty (60) days of the decision rendered by the City Council under Step 3 of the Grievance Procedure.
- 8.04 An arbitration board or single arbitrator shall have no power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any other provisions set out in the Agreement or substitute any new provision for an existing provision.
- In the event of arbitration, each party shall be responsible for the expenses of their own appointee and also for an equal share of the fees and expenses of the Chairman. If, after negotiation or arbitration, it is established that an employee has been improperly disciplined or discharged, he shall be reinstated and consideration of his grievance shall include compensation for time lost, if any.
- 8.05 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 8.06 No employee or group of employees other than the Grievance Committee shall take any grievance to the City Council or representatives thereof.
- 8.07 In this Article, the term "working days" shall exclude Saturdays, Sundays, and Paid Holidays.

ARTICLE 9 - WAGES

- 9.01 Temporary vacancies in any job or grade shall be considered as vacancies that are caused by the absence of the incumbent due to sickness, injury, vacation, leave of absence or absenteeism. Such temporary vacancies will be offered to the senior employee within the same area of responsibility qualified to fill the vacancy. If the vacancy exists for more than thirty (30) days, the Union and the Corporation will confer and decide whether the job will continue as a temporary vacancy or be posted as a regular vacancy.
- 9.02 An employee required to relieve in a classification of higher grade for a period greater than one (1) hour, will receive the maximum rate for the classification in which he is relieving for the full period of the relief and shall receive the maximum rate for the full shift if the period of relief is more than four (4) hours.
- When an employee is detailed to relieve in a position of lower rating for any period, he shall maintain his regular rate of pay while so assigned.
- 9.03 When a new job classification is created, the rate of pay for the job will be determined by consultation between the Department Head, Director of Personnel and the Union. The criteria for establishing the rate will be the job content and qualifications required of the incumbent evaluated in relation to rates for existing jobs of similar kind and class.

ARTICLE 9 - WAGES (Continued)

9.04 The occupational classifications and the corresponding hourly wage rates set out in Appendix "A", attached to this Agreement, are hereby established as the classifications and hourly wage rates for the employees covered by this Agreement.

9.05 Subject to the provisions of Article 9.06, within ten (10) days of their occurrence, all regular job vacancies in existing or newly created positions that fall within the scope of this Agreement will be posted in a conspicuous place in all departments for a minimum of ten (10) working days for the purpose of enabling regular employees to apply before other applications are considered.

In selecting a person from the applicants responding to such posting, employees in the Department in which the vacancy exists will be considered first. Ability and qualifications will be the determining criteria; however, where two or more applicants meet the determining criteria, seniority shall govern. The same selection procedure will apply to applicants from other Departments if the vacancy is not filled from within the Department where the vacancy exists.

The name of the successful applicant will be advised to all concerned within thirty (30) additional days from the closing date by reposting both the **job** description and the name of the successful applicant ~~for~~ five (5) days. If the vacancy is not filled by the posting process, applications will be solicited from other than regular employees.

9.06 Any employee who is no longer capable of performing the required duties of his position by reason of disability, may be placed in a suitable position, when such a position is available, by the Director of Personnel without posting the position as required in Article 9.05. The rate of pay for such positions will be as established for that classification in this Agreement. Local 250 shall be notified in advance of placements made under this Article.

9.07 Any employee selected through the job posting procedure shall be allowed up to forty (40) days worked during which time he shall be on probation in the new position. Within this period, the employee may voluntarily return or be returned by the Corporation to the position formerly occupied without loss of seniority.

When an employee reverts, or is reverted on a job posting, any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority.

An employee selected through the job posting procedure or under Article 9.06 from one department to another shall retain his seniority in the department from which he originated for a period of forty (40) days worked after which his seniority with the Corporation shall be transferred to the new department.

9.08 A probationary employee, who has completed 1,040 normal hours of work in his classification, will be paid the maximum rate, except for the classifications of Garage Serviceman/woman **and** Washman/woman, which shall be paid in accordance with the scale shown in Appendix "A".

ARTICLE 10 - HOURS OF WORK

REGULAR AND TEMPORARY EMPLOYEES

10.00 Work schedules for regular employees shall be posted five (5) days in advance of their effective date on the bulletin boards in the area where the employees work, although the schedules may be subject to change according to operational requirements. Notwithstanding the above, revisions to the schedules may be made subject to mutual agreement of the employee and his supervisor.

10.01 The normal work week for all employees except those covered under Articles 10.02, 10.03, 10.04 and 10.05 will consist of forty (40) hours covering the five (5) days from Monday to Friday, from 7:00 A.M. to 5:00 P.M., with one (1) hour off for lunch.

10.02 The normal work assignment for employees in the Property Maintenance Section will be forty (40) hours a week, consisting of five (5) shifts of eight (8) hours each, scheduled between the hours of 7:00 A.M., Monday and 8:00 A.M., Saturday.

The normal work assignment for employees of the Civic Auditorium Complex and Arenas will be forty (40) hours a week consisting of five (5) shifts of eight (8) hours. As required by the employer, the shifts could be scheduled as **day**, afternoon or night shift. For scheduling purposes, the work week will begin at 12:01 A.M., Sunday and end at midnight Saturday. For the convenience of scheduling, the normal weekly hours may be exceeded, without payment of overtime, providing the hours scheduled for other weeks are correspondingly less.

No eight (8) hour shift shall be spread over a period longer than nine (9) hours.

10.03 Washroom Attendants will have no regularly scheduled shifts. As directed by the Parks Manager or Buildings Manager, they will work shifts to meet needs of washroom operations. They will be paid for forty (40) hours per week at straight time.

10.04 Park and outdoor pool attendants will work eight (8) hour shifts, exclusive of one (1) hour off for lunch. These shifts will be scheduled between the hours of 7:00 A.M. and 12:00 Midnight, depending on the operational needs of the facility. Normal working hours, when no events are scheduled, will be an eight (8) hour shift between 7:00 A.M. and 5:00 P.M., exclusive of one (1) hour off for lunch.

10.05 (a) The normal **work** assignment for employees in the Refuse Collection area will be forty (40) hours a week, consisting of five (5) days from Monday to Friday of eight (8) hours each scheduled between the hours of 7:30 A.M. and 4:00 P.M., inclusive of one-half (1/2) hour off for lunch, except for the route assignment in the Central Business District wherein the eight (8) hour shift may be scheduled to commence between 5:30 A.M. and 7:30 A.M.

(b) The normal work assignment for employees in the Fleet Maintenance Section will be forty (40) hours a week consisting of five (5) days from Monday to Friday of eight (8) hours each scheduled between the hours of 7:00 A.M. and 12:00 P.M., inclusive of one-half (1/2) hour for lunch.

ARTICLE 10 - HOURS OF WORK (Continued)

10.05 (c) The normal work assignment for employees in the Car Pool will be forty (40) hours a week, consisting of five (5) days from Monday to Friday of eight (8) hours each scheduled between the hours of 7:00 A.M. and 6:00 P.M., exclusive of one (1) hour off for lunch.

10.06 SUMMER HOURS

The summer work schedule will normally operate between the second Monday in April and the Friday closest to November 15. Any variation shall be subject to discussion and agreement by the parties. The hours of work, where applicable, will be 7:30 A.M. to 3:30 P.M., with one-half (1/2) hour break for lunch. Personnel are required to take a ten (10) minute morning rest period and a thirty (30) minute lunch period on the job. The afternoon rest period is eliminated.

Employees working in the pick-up of refuse by City vehicles and/or weed and herbicide or insecticide spraying shall be permitted to take their lunch period at a location abutting the direct route between job sites but such location shall not be a private dwelling unit.

DEPARTMENT

A.M. P.M.

PUBLIC WORKS

- Refuse Collection	7:30	-	3:30
- Traffic Engineering	7:30	-	3:30 **
- Roads and Sewers	7:30	-	3:30
- Garage	7:30	-	3:30
			3:30 - 11:30
- Car Pool	No change		

** During the pavement marking program, eight (8) hour shifts may be scheduled between the hours of 11:00 P.M. and 7:00 A.M. When shifts commence at 11:00 P.M. on Sunday, the work performed is at straight time and overtime provisions do not apply.

COMMUNITY SERVICES

- Parks Section	7:30	-	3:30
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This does not include Park and Pool Attendants who are regularly scheduled to work evenings.

- Animal Control	8:00	-	4:00
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Provided one (1) employee on-call works from 8:00 A.M. to 5:00 P.M. on a "rotation basis".

- Union Cemetery	8:00	-	4:00
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On days when a late burial is scheduled, hours of work will revert to the normal schedule.

- Property Maintenance Section	No change		
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Arms and Auditorium Complex No change

ARTICLE 11 - SHIFT PREMIUM

- 11.01 For regular employees and temporary employees, all eight (8) hour shifts commencing between 1:00 P.M. and 7:00 A.M. will receive fifty-four cents (54¢) per hour shift premium for the full shift. Effective start of the pay period following April 1, 1987, shift premium will be fifty-seven cents (57¢) per hour. Effective start of the pay period following April 1, 1988, shift premium will be sixty-one cents (61¢) per hour.
- 11.02 All regularly scheduled work, performed on Saturday and Sunday, will receive fifty-four cents (54¢) per hour shift premium. Effective start of the pay period following April 1, 1987, shift premium will be fifty-seven cents (57¢) per hour. Effective start of the pay period following April 1, 1988, shift premium will be sixty-one cents (61¢) per hour.
- 11.03 Washroom Attendants will be paid shift premium of fifty-four cents (54¢) per hour for sixteen (16) hours per week. Effective start of the pay period following April 1, 1987, shift premium will be fifty-seven cents (57¢) per hour. Effective start of the pay period following April 1, 1988, shift premium will be sixty-one cents (61¢) per hour.

ARTICLE 12 - OVERTIME

- 12.01 The term "scheduled overtime" will apply to work performed after and not continuous from normal working hours. Such overtime will be distributed equitably among those normally performing the work. Employees directed to work scheduled overtime will be paid at overtime rates for the hours worked and will be paid for a minimum of two (2) hours.
- 12.02 The overtime rate is one and one-half (1 1/2) times straight time. Work performed on Sunday will be paid at double time for such hours as are authorized in advance by the Superintendent.
- 12.03 Work performed in excess of the normal eight (8) hours per day or forty (40) hours per week will be considered as overtime. Work in excess of the normal work day or week that results from a regularly scheduled shift change, will not be considered as overtime.
- 12.04 Employees of departments where a seven (7) day rotating shift schedule is in operation who are engaged in winter control activities in the Public Works Department will be compensated for overtime at the rate that is applicable to Public Works employees.
- 12.05 Overtime worked on the Public Works Department Winter Call Board shall not be included in the normal overtime worked by the employee in his or her normal activities of work.

ARTICLE 13 - STAND-BY AND CALL-OUT PAY

STAND-BY

- 13.01 An employee designated to stand-by during other than normal working hours will receive six dollars (\$6.00) per day stand-by pay. Effective start of the pay period following October 1, 1987, stand-by pay will be seven dollars (\$7.00) per day. Effective start of the pay period following October 1, 1988, stand-by pay will be eight dollars (\$8.00) per day.

ARTICLE 13 - STAND-BY AND CALL-OUT PAY (Continued)

STAND-BY

13.01 (Cont'd.) Stand-by pay for employees on the Public Works Department Winter Call Board who are on the two shift "on-call" rotation shall be \$4.25 per day. Effective start of the pay period following October 1, 1987, stand-by pay will be five dollars and twenty-five cents (**\$5.25**) per day. Effective start of the pay period following October 1, 1988, stand-by pay will be six dollars and twenty-five cents (**\$6.25**) per day.

Employees on stand-by shall be immediately available at all times by direct telephone contact (or paging device, if authorized) and be in condition to perform the work fully. If an employee cannot be reached or fails to report after being reached, his stand-by pay for that day shall not be paid and the employee shall be subject to disciplinary action unless he has made proper arrangements for a suitable replacement and informed his supervisor beforehand. Furthermore, if he is unavailable for more than two (2) days when called during the same week, he will lose the full week's stand-by pay unless he has worked overtime other days of that same week, in which case he will be paid stand-by for only those days on which overtime was worked.

Employees who have been placed on stand-by for a specific day will be called in rotation before employees who have not been placed on stand-by.

13.02 Including feeding time, Animal Control employees will receive forty-two dollars (\$42.00) per week on stand-by. Effective start of the pay period following October 1, 1987, stand-by pay will be forty-nine dollars (\$49.00) per week. Effective start of the pay period following October 1, 1988, stand-by pay will be fifty-six dollars (**\$56.00**) per week.

CALL-OUT

13.03 Employees called out for duty in excess of their regularly scheduled work-day or week will be paid at overtime rates for all time worked. Employees will receive a minimum of two (2) hours at overtime rates for each call-out.

13.04 Call-out for Animal Control employees is recognized as a condition of employment.

ARTICLE 14 - NO PYRAMIDING OR DUPLICATING

14.01 Shift premium, overtime, stand-by or holiday pay, or any of them, will not be pyramided or duplicated for the same hours under any conditions of this Agreement.

ARTICLE 15 - PAID HOLIDAYS

15.01 Temporary employees who have completed three (3) months of service and all probationary and regular employees shall be entitled to the following paid holidays:

- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Eve |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | New Year's Eve |
| Labour Day | |

and any additional National or Provincial Holiday declared by the National or Provincial Government.

15.02 All work performed by employees on such holidays, shall be paid at the rate of one and one-half (1 1/2) times the normal rate of pay, in addition to pay for the holiday, subject to Article 15.01.

15.03 All employees assigned to operations other than the normal (7:00 A.M. to 5:00 P.M.) Monday to Friday day shifts, as spelled out in Article 10, may be required to work on paid holidays and on weekends as part of their regularly scheduled shifts and as such shall not be subject to the provisions of Article 15.05 (c).

15.04 If a **paid** holiday occurs on a day off for any employee, the employee shall receive eight (8) hours straight time pay in lieu of such holiday or subject to the efficient operation of the department and mutual agreement between the employee and employer, another day off in lieu of such holiday.

15.05 (a) To be eligible for paid holiday pay, an employee must work his full-scheduled shift immediately preceding and his full-scheduled shift immediately following the holiday unless otherwise mutually arranged.

(b) An employee shall not be eligible for paid holiday pay if he fails to work on the holiday after having been scheduled to do so, unless otherwise mutually arranged before the commencement of shift.

(c) When any of the above named holidays falls on a Saturday or Sunday, the holiday shall be moved to the nearest working day not previously recognized as a paid holiday *or* to such other day as may be mutually agreed upon by the parties. It is understood that any premium payable ~~for~~ working on a paid holiday shall not apply to such Saturday or Sunday.

ARTICLE 16 - VACATION WITH PAY

16.01 All regular employees will receive vacation with pay in accordance with the following schedule:

- Less than one (1) year of service - one (1) day **per** month of service to a maximum of ten (10) days.
- One (1) to three (3) years of service - two (2) weeks.

ARTICLE 16 - VACATION WITH PAY (Continued)

- 16.01 - Three (3) years, but less than five (5) years of service - two (2) weeks and three (3) days.
- Five (5) years, but less than ten (10) years of service - three (3) weeks.
- Ten (10) years, but less than twelve (12) years of service - three (3) weeks and three (3) days. (Delete effective January 1, 1987.)
- Twelve (12) years, but less than sixteen (16) years of service - four (4) weeks. (Delete effective January 1, 1987.)
- Effective January 1, 1987 - Ten (10) years, but less than sixteen (16) years of service - four (4) weeks.
- Sixteen (16) years, but less than twenty (20) years of service (effective January 1, 1988, nineteen years) - four (4) weeks and three (3) days.
- Twenty (20) years of service, (effective January 1, 1988, nineteen (19) years) but less than twenty-six (26) years of service - five (5) weeks.
- Twenty-six (26) or more years of service - six (6) weeks.
- 16.02 (a) Vacation entitlement is based on length of service. The employee will become eligible for the increased entitlement in the year in which his first, third, fifth, tenth, twelfth (delete effective January 1, 1987), sixteenth, twentieth (effective January 1, 1988, nineteenth), and twenty-sixth anniversary falls.
- (b) Where an employee is absent from work for more than six (6) continuous months as a result of illness or injury, the annual vacation entitlement as defined in Article 16.01 shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of six (6) months.
- This section is effective May 5, 1986 and does not apply to employees whose absence commenced prior to date of ratification until December 31, 1986.
- 16.03 (a) A temporary employee with less than thirty-six (36) months of accumulated service will receive vacation pay entitlement equal to four per cent (4%) of his earnings in the current year.
- (b) A temporary employee with thirty-six (36) months, but less than sixty (60) months of accumulated service, will receive vacation pay entitlement equal to five per cent (5%) of his earnings in the current year.
- 16.04 Employees with more than five (5) years of service will receive one-half (1/2) annual entitlement if discharged or service is voluntarily terminated between January 1 and May 31; and he will receive full annual vacation entitlement if discharged or service is voluntarily terminated between June 1 and December 31.
- 16.05 (a) Employees with less than five (5) years of service, who are discharged or whose service is voluntarily terminated, will receive one (1) day vacation entitlement per month to a maximum of ten (10) working days for service in the calendar year in which the separation occurs.

ARTICLE 16 - VACATION WITH PAY (Continued)

- 16.05 (b) When vacation time off has not been taken prior to termination, payment in lieu of vacation will be made in accordance with the Employment Standards Act.
- 16.06 In order for an employee to receive a Vacation Pay advance, the necessary request form must be submitted and approved at least fourteen (14) calendar days in advance of the last pay day prior to an employee commencing his vacation.
- 16.07 There will be a preferred annual vacation period for the personnel within the Department of Public Works, generally to be scheduled during the last week in July and the first two weeks in August. Requests for vacation must be submitted by March 31st of each year and the granting of any vacations requested either within or outside of this preferred vacation period will be based on the operational requirements of the Department and seniority.

ARTICLE 17 - EMPLOYEE BENEFITS

The following arrangements and procedures are in effect for employee benefits and are part of this Agreement:

- 17.01 (a) Medical and hospital services as provided by the Health Insurance Act, 1972.
- (b) Semi-private coverage for hospital care.
- (c) Extended Health Care Plan covers all eligible charges in excess of \$10.00 (single) and/or \$20.00 (family) deductible per calendar year for all prescription drugs, private-duty nursing, etc.
- (d) Optical Expense Benefit - To provide up to a maximum payment of seventy dollars (\$70.00) (eighty-five dollars (\$85.00) effective April 1, 1987) per insured in any twenty-four (24) month period.
- (e) I. GROUP LIFE INSURANCE coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$55,000.00 (\$60,000.00 effective April 1, 1987; \$65,000.00 effective April 1, 1988).

For employees retiring after July 1, 1981, at age sixty-five (65) coverage is reduced to two thousand dollars (\$2,000.00) and the retiree pays the premium to maintain coverage.

For employees retiring after September 1, 1986, at age sixty-five (65) coverage is reduced to three thousand dollars (\$3,000.00) and the retiree pays the premium to maintain coverage.

2. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$55,000.00. (\$60,000.00 effective April 1, 1987; \$65,000.00 effective April 1, 1988). Upon retirement, coverage is cancelled.

ARTICLE 17 - EMPLOYEE BENEFITS (Continued)

17.01 (f) DENTAL PLAN - Basic. Based on the 1985 Ontario Dental Association Suggested Fee Guide for Dental Practitioners. Effective July 1, 1987, based on the 1986 Fee Guide. Effective July 1, 1988, based on the 1987 Fee Guide.

Effective October 1, 1987, add Level II - Periodontics and Level IV - Orthodontics, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of \$1,000.00 per insured.

Effective October 1, 1988, add Level III - Prosthodontics, subject to fifty per cent (50%) co-insurance with an annual maximum of \$1,000.00 per insured.

All employees will be eligible for items (a), (b), (c), (e) and all regular employees will be eligible for items (d) and (f) after three (3) consecutive months of service.

(g) LONG TERM DISABILITY - The Corporation agrees to provide a Long Term Disability Plan for all eligible regular employees. This plan is subject to all the conditions as agreed by Local #250 C.U.P.E. and approved by City Council on February 4, 1974. Benefits begin on the expiration of Sick Leave or one hundred and eighty (180) days whichever is longer. The maximum benefit per month shall be \$1,500.00 (\$1,600.00 effective July 1, 1986; \$1,700.00 effective January 1, 1988).

Regular employees will be eligible for coverage after six (6) consecutive months of service.

(h) The Corporation agrees to assume one hundred per cent (100%) of the premium cost of Employee Benefits for eligible employees:

O.H.I.P.	Semi-private Ward Coverage
Extended Health Care	Optical Expense Benefit
Group Life & A.D.& D. Insurance	Long Term Disability
Dental Plan	

(i) It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or statutory requirement.

(j) Each employee shall report any changes in marital status or increase or decrease in dependents without delay, and if failure to report any such changes results in any overpayment of premiums by the Corporation, the employee shall reimburse the Corporation in the amount of such overpayment.

17.02 RETIREMENT INCOME PLAN

Ontario Municipal Employees Retirement System Plan

(a) All regular employees shall, as a condition of employment, become a member of the O.M.E.R.S. plan.

The employer and the employee contribute equally. The normal retirement date is the last day of the month in which the sixty-fifth (65th) birthday is reached.

ARTICLE 17 - EMPLOYEE BENEFITS (Continued)

17.02 RETIREMENT INCOME PLAN

Ontario Municipal Employees Retirement System Plan

- (b) The Corporation agrees to enter into a Partial, Type 1 (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement Board effective April 1, 1986. This plan will increase the basic Ontario Municipal Employees Retirement System Pension Plan for past service with the Corporation prior to January 1, 1976, integrated with the Canada Pension Plan. The Corporation agrees to contribute one hundred per cent (100%) of the cost.

17.03 It is agreed that the terms of this Agreement satisfy the requirements relating to the employees' portion of the rebate payable for Unemployment Insurance Premium Reduction.

17.04 SICK LEAVE

- (a) The plan of sick leave and sick leave credits and gratuities established as of January 1, 1957 shall be continued for all regular employees.
- (b) All regular employees of the Corporation shall have placed to their credit, one and one-half (1 1/2) days sick leave for each full month of employment, but are not entitled to draw sick leave pay until they have accumulated six (6) months **service** with the Corporation.
- (c) Any employee absent through his own illness shall notify his supervisor of his inability to perform his duties due to sickness at the earliest opportunity and in any event within the first shift of absence.
- (d) An employee who is absent from work for more than three (3) consecutive working days shall provide his immediate supervisor with a certificate from his personal physician within seven (7) days from the commencement of his sickness or upon his return to work, whichever occurs first, reporting the duration or probable duration of the sickness with the first and most recent dates of attendance upon the employee, and the expected date of return to work.

Should the employee be unable to return to work on the date designated, a similar certificate shall be supplied prior to the expected date of return indicated on the most recent certificate.

- (e) An employee making frequent use of his sick leave credits through short term absences may, at the discretion of the Department Head, be given notice in writing, with a copy to the Recording Secretary of the Union, that in future he may be required to produce a physician's statement to substantiate any period of absence.
- (f) Where an employee is absent on account of illness and his cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he was so absent.

ARTICLE 17 - EMPLOYEE BENEFITS (Continued)

17.04 SICK LEAVE

- (g) An employee shall not be entitled to sick pay in advance of any credit he may earn in the current month; such credit becomes available only on and after the first day of the following month.
- (h) Whenever in any month an employee's days of illness exceed his cumulative sick pay credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be charged as days of illness without pay.
- (i) When an employee is given personal leave of absence without pay under Article 6.02 in excess of thirty-one (31) days or 6.07, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, etc., he shall not receive credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave.
- (j) The number of days or parts of days for which an employee received "sick pay" shall be deducted from his cumulative sick pay credit.
- (k) Any or all of the unused portion of sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days and parts of days.
- (l) An employee shall not receive sick pay when eligible to receive compensation under the Workers' Compensation Act, due to injury sustained while on the payroll of someone other than the Corporation.
- (m) Where an employee **who** is injured in circumstances in which he might be entitled to compensation under the Workers' Compensation Act, elects instead to claim against the third person, he shall, as a condition of receiving sick pay benefits as hereinbefore provided, undertake in writing to reimburse the Corporation out of the proceeds of any settlement or judgment upon such claim the amount of money equivalent to the value of such sick pay benefits, and upon his having made such reimbursement, his accumulated sick pay credits shall be restored accordingly.
- (n) Effective May 11, 1986, an employee who is injured on duty where no action for such injuries **would** lie against a third person, and who is unable to work as a result of such injury, shall, while off work, be advanced by the Corporation to the extent of available sick leave credits an amount equal to an estimate of the anticipated WCB daily benefit to which the employee may be entitled, until such time as a ruling has been made by the Board upon the employee's claim. If the Board rules against the claim, the accumulated sick leave credits of the employee shall be reduced accordingly.

ARTICLE 17 - EMPLOYEE BENEFITS (Continued)

17.04 SICK LEAVE

- (o) Effective June 8, 1986, a full time employee who is absent by reason of incapacity caused by an accident occurring while on duty and who is granted temporary total disability benefits from the Workers' Compensation Board may elect to receive the difference between the amount of such award and the employee's basic daily wage, to the extent of accumulated sick leave credits, which shall be charged at the rate of one-quarter (1/4) day for each day paid. Such payment will be authorized and continue except where:
1. the employee has not formally elected to claim compensation in cases where a third party is involved;
 2. the Workers' Compensation Board ceases to authorize payment of temporary total disability benefits;
 3. the employee is fit to return to work;
 4. the Workers' Compensation Board awards a permanent total or permanent partial disability benefit;
 5. employment terminates; or,
 6. the employee reaches normal retirement age under the pension plan.
- (p)(1) Any regular employee hired prior to April 1, 1986 who has had at least two (2) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for one-half (1/2) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.
- (p)(2) Any regular employee hired on or after April 1, 1986 who has had at least ten (10) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for one-quarter (1/4) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.
- (p)(3) Any regular employee hired on or after April 1, 1986 who has had at least fifteen (15) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for three-eighths (3/8) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.
- (p)(4) Any regular employee hired on or after April 1, 1986 who has had at least twenty (20) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for one-half (1/2) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.

ARTICLE 17 - EMPLOYEE BENEFITS (Continued)

17.05 TEMPORARY EMPLOYEES

(a) SICK LEAVE PLAN

Temporary employees will be eligible for sick leave and sick leave credits on completion of twelve (12) months of accumulated service. On completion of twelve (12) months of accumulated service, temporary employees will be credited with five (5) days sick leave accumulation.

(b) RETIREMENT INCOME PLAN

Temporary employees will be eligible for the Ontario Municipal Employees Retirement System pension plan on completion of twelve (12) months of continuous service.

ARTICLE 18 - WORKING CONDITIONS

18.01 (a) Special clothing and equipment such as rain apparel (suits and boots), mitts or gloves, safety helmets, liners, fluorescent caps and vests, safety goggles, life jackets, and protective hearing equipment shall be provided to employees when necessary in the opinion of the Department Head, but such clothing and equipment shall remain the property of the City and shall be properly marked to show that it is City property.

(b) The Corporation will provide each regular employee with the following clothing:

<u>ARTICLE</u>	<u>NUMBER</u>	<u>FREQUENCY</u>
Shirt (short or long sleeved)	3	Once per year
Pants	2	Once per year
Jacket	1	Every two years

Maintenance, cleaning and alteration of the clothing issue are the responsibility of the employee.

(c) SAFETY FOOTWEAR

All employees must supply, wear and maintain, C.S.A. approved safety footwear. The type of footwear to be worn shall be designated by the Department Head or delegate. Regular employees will be allotted \$55.00 per year (\$60.00 effective with the 1987 payment) for safety footwear. Payment will not be made:

- (1) other than with the issuance of a regular pay cheque;
- (2) where an employee works fewer than 120 days in the calendar year; or
- (3) where an employee is excused from wearing regular safety footwear for acceptable medical reasons.

(d) The appropriate clothing and equipment issue and required safety footwear must be fully worn by the employee during working hours. Any employee found not complying with the above shall be immediately suspended from work without pay until he complies with the requirements of this clause.

ARTICLE 18 - WORKING CONDITIONS (Continued)

- 18.02 Skilled tradesmen will be supplied with required tools to perform their duties, but such tools shall remain the property of the City and shall be properly marked to show City ownership.
- 18.03 Trucks carrying employees to and from work shall be covered with tarpaulins during inclement weather.
- 18.04 One additional employee will only be assigned to operating equipment when dual operation is required or where driver's side visibility is obstructed by attachments (i.e. wing plough mounting).
- 18.05 The City agrees to inoculate employees who regularly work on Sewer Cleaning, Refuse Collection and Animal Control with polio and tetanus shots.
- 18.06 The Corporation and the Union shall co-operate in continuing and perfecting the safety measures now in effect and improving rules and practices which will provide adequate protection to all employees.

A Health and Safety Committee shall be established and the Corporation and the Union shall each appoint two (2) representatives thereto. The Health and Safety Committee may inspect the work place as required and it shall be the duty of the Corporation and the employees to afford the Committee such information and assistance as may be required for the purpose of carrying out any inspection. A representative shall have power to identify situations that may be a source of danger or hazard to employees and make suggestions to the Health and Safety Committee.

The Health and Safety Committee shall hold meetings as requested by the Corporation or Union and all unsafe or hazardous conditions shall be taken up and dealt with at such meetings.

Minutes of all Health and Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Corporation and the Union.

- 18.07 In inclement weather, the employer will, to the extent possible, consistent with efficient operations, schedule work in a manner that will provide employees with maximum protection against the weather.

ARTICLE 19 - GENERAL

- 19.01 Where the masculine "he" or "his" has been used in this Agreement, it shall apply equally to the feminine "she" or "her".
- 19.02 This Agreement shall not prevent an employee from receiving a higher rate of pay than this Agreement calls for in consideration of his superior knowledge or ability.
- 19.03 Excluding lunch periods, the City grants the privilege of one (1) ten (10) minute rest period off the job during each four (4) hours of work. The time at which these rest periods are to be taken is at the discretion of the immediate supervisor.

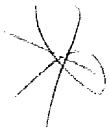
ARTICLE 19 - GENERAL

- 19.04 It is agreed and understood that all General Foremen/women and Managerial Staff shall be essentially supervisors only, and their duties shall not be of such a nature as to require them regularly to do work which would normally be done by an employee eligible for the bargaining unit.
- 19.05 When deemed necessary by Management, an employee designated to relieve in a management position shall receive a rate adjustment of forty-five cents (45¢) per hour on his basic wage (fifty-five cents (55¢) effective April 1, 1987; sixty cents (60¢) effective April 1, 1988).
- 19.06 Where students are employed by the Corporation during the summer school break, they shall be considered as probationary temporary employees for the full period of their employment and shall not be employed beyond September 15. No students shall be hired if any member of the bargaining unit who has achieved seniority, has been laid off nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority. Any students hired shall *not* achieve seniority under this Agreement notwithstanding their length of service in any year or their accumulation of length of service in any number of years. Students shall not be entitled to those benefits set forth in Article 6 and Article 17.

"Student" shall mean a person attending school, college or university on a full time basis and who has indicated his intention to return to school at the end of the summer break in the current year.

ARTICLE 20 - JOB SECURITY

- 20.01 The Management of the Corporation shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee is **displaced** from his job by technological change and/or the contracting out of work, the Corporation will take one or a combination of the following actions:
- (a) Relocate the employee in another job in his area of competency, if such is available within the Corporation.
 - (b) If (a) is not possible, but a position is available for which the employee could be retrained, assume responsibility for the retraining of the employee.
 - (c) For employees within five (5) years of retirement age, attempt to work out an early retirement arrangement that would be mutually acceptable to the employee and the Corporation.
 - (d) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide him with **six** (6) months' notice of termination and provide him with a separation settlement of two (2) weeks' salary per year of service.
 - (e) No employee as of April 1, 1968 shall be laid off while maintenance work now performed **by** employees presently covered by this Agreement is contracted out to an outside contractor,



ARTICLE 20 - JOB SECURITY (Continued)

20.01 (f) Should there be any introduction of new equipment, and advanced training is necessary to meet technological changes that may take place within skilled trades classifications, the Corporation will extend such training to the senior employees in the skilled classifications involved, provided they are trainable.

ARTICLE 21 - SERVICE BONUS

21.01 A cash bonus will be paid on the pay day closest to December 15th each year to employees with long service.

21.02 The schedule on which the service bonus will be paid is as follows:

- After 7, 8 or 9 years of continuous service \$ 52.00 annually
- After 10,11,12,13,14 years of continuous service \$104.00 annually
- After 15,16,17,18,19 years of continuous service \$156.00 annually
- After 20,21,22,23,24 years of continuous service \$208.00 annually
- After 25 years or more of continuous service \$260.00 annually

21.03 Employees who qualify for service bonus will receive one-half (1/2) annual entitlement on termination between January 1 and May 31 and will receive full annual entitlement on termination between June 1 and December 31.

21.04 This article does not apply to employees hired on or after April 1, 1986.

21.05 Employees who are included in the Partial, Type 1 (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement System Board will forfeit their service bonus annually, to the extent of their individual gross supplementary pension liability at the valuation date of April 1, 1986.

ARTICLE 22 - §STRIKES AND LOCKOUTS

22.01 There shall be no strikes, lockouts, slowdown or stoppage of work during the term of this Agreement.

ARTICLE 23 - DURATION AND AUTOMATIC RENEWAL

This Agreement shall be for a term of thirty-six (36) months, commencing on the 1st day of April, 1986 and ending on the 31st day of March, 1989, and from year to year thereafter unless either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement; such notice to be given within the period of ninety (90) days before the expiry date of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed for the Union by its proper officers, duly authorized for that purpose, and the City has caused to be affixed hereunto its corporate seal attested by the hands of the Mayor and the Clerk.

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NUMBER 250

Per *James J. Buttard*.....
VICE-PRESIDENT

Per *J. Guello*.....
SECRETARY

Per *R. Whitree*.....
C.U.P.E. REPRESENTATIVE

THE CORPORATION OF THE CITY OF OSHAWA

Per *Allen G. Pilbry*.....
MAYOR

Per *[Signature]*.....
CITY CLERK

[Signature].....
PRESIDENT and CHAIRMAN
OF NEGOTIATING COMMITTEE

[Signature].....
DIRECTOR OF PERSONNEL

DATED AT OSHAWA, Ontario, this the 19th day of August, 1986.

APPENDIX "A"
 TO
 THE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF OSHAWA
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #250
CLASSIFICATIONS AND HOURLY WAGE RATES

<u>OCCUPATIONAL CLASSIFICATION</u>	<u>APRIL 1, 1986</u>	
	<u>MAXIMUM</u>	<u>MINIMUM</u>
Chief Caretaker, Group Leader - Skilled Trades	\$15.76	\$15.06
Grade 2 Mechanic	\$15.76	---
Operator 4	\$14.98	\$14.36
Working Foreman/woman, Maintenance Electrician, Carpenter Painter, Grade 1 Mechanic	\$14.80	\$14.16
Parks Division Control Clerk	\$14.44	---
Operator 3	\$14.09	\$13.66
Single Operator/Loader	\$13.94	\$13.48
Lead Hand, Patrol Inspector	\$13.81	---
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator	\$13.70	\$13.24
Animal Control Officer, Animal Control Clerk	\$13.66	\$13.21
Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$13.34	\$13.01
Operator Restricted	\$13.21	\$12.92
Attendant - Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$12.82	\$12.03
Labourer, Caretaker	\$12.51	\$11.71

LEAD HAND PREMIUM: - 25¢ per hour

	<u>MINIMUM</u>	<u>AFTER 520 HRS.</u>	<u>AFTER 12 MOS.</u>	<u>AFTER 18 MOS.</u>
Garage Serviceman/woman	\$12.66	\$13.01	\$13.55	\$14.10
Washman/woman	\$12.18	\$12.66	---	\$13.21

APPENDIX "A"
 TO
 THE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF OSHAWA
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #250
CLASSIFICATIONS AND HOURLY WAGE RATES

<u>OCCUPATIONAL CLASSIFICATION</u>	<u>APRIL 1, 1987</u>	
	<u>MAXIMUM</u>	<u>MINIMUM</u>
Chief Caretaker, Group Leader - Skilled Trades	\$16.39	\$15.66
Grade 2 Mechanic	\$16.39	---
Operator 4	\$15.58	\$14.93
Working Foreman/woman, Maintenance Electrician, Carpenter Painter, Grade 1 Mechanic	\$15.39	\$14.73
Parks Division Control Clerk	\$15.02	---
Operator 3	\$14.65	\$14.21
Single Operator/Loader	\$14.50	\$14.02
Lead Hand, Patrol Inspector	\$14.36	---
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator	\$14.25	\$13.77
Animal Control Officer, Animal Control Clerk	\$14.21	\$13.74
Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$13.87	\$13.53
Operator Restricted	\$13.74	\$13.44
Attendant - Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$13.33	\$12.15
Labourer, Caretaker	\$13.01	\$11.83

LEAD HAND PREMIUM: - 35¢ per hour

	<u>MINIMUM</u>	<u>AFTER 520 HRS.</u>	<u>AFTER 12 MOS.</u>	<u>AFTER 18 MOS.</u>
Garage Serviceman/woman	\$13.17	\$13.53	\$14.09	\$14.66
Washman/woman	\$12.67	\$13.11	---	\$13.74

APPENDIX "A"
 TO
 THE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF OSHAWA
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #250
CLASSIFICATIONS AND HOURLY WAGE RATES

<u>OCCUPATIONAL CLASSIFICATION</u>	<u>APRIL 1, 1988</u>	
	<u>MAXIMUM</u>	<u>MINIMUM</u>
Chief Caretaker, Group Leader - Skilled Trades	\$17.05	\$16.29
Grade 2 Mechanic	\$17.05	---
Operator 4	\$16.20	\$15.53
Working Foreman/woman, Maintenance Electrician, Carpenter Painter, Grade 1 Mechanic	\$16.01	\$15.32
Parks Division Control Clerk	\$15.62	---
Operator 3	\$15.24	\$14.78
Single Operator/Loader	\$15.08	\$14.58
Lead Hand, Patrol Inspector	\$14.93	---
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator	\$14.82	\$14.32
Animal Control Officer, Animal Control Clerk	\$14.78	\$14.29
Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$14.42	\$14.07
Operator Restricted	\$14.29	\$13.98
Attendant - Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$13.86	\$12.64
Labourer, Caretaker	\$13.53	\$12.30

LEAD HAND PREMIUM: - 40¢ per hour

	<u>MINIMUM</u>	<u>AFTER 520 HRS.</u>	<u>AFTER 12 MOS.</u>	<u>AFTER 18 MOS.</u>
Garage Serviceman/woman	\$13.70	\$14.07	\$14.65	\$15.25
Washman/woman	\$13.18	\$13.70	---	\$14.29

Effective the start of the pay period following the release of the Statistics Canada, Consumer Price Index for Canada, Time base 1981 (all items) (C.P.I.) for February 1989 the hourly wage rates in Appendix A will be increased by the amount that the February 1989 C.P.I. exceeds the February 1988 C.P.I., minus the April 1, 1988 percentage increase (4.0%).

APPENDIX "A-1"
TO
THE AGREEMENT BETWEEN THE CORPORATION OF THE **CITY OF OSHAWA**
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #250

DETAIL OF OPERATORS - GRADE CATEGORIES

A description of the grading system and an outline of qualifications for each City of Oshawa internal licence rating is shown below. Demonstrated ability and successful completion of written tests shall be required on the types of units, as designated by the Department and as related to the responsibilities of the Division in which the work is performed.

Any operator must hold a valid Ontario Classified Driver's Licence.

Any operator in the performance of his work may be required to train new operators on any piece of equipment. The selection of operators to assist in training shall be based on his suitability and qualifications for such.

OPERATOR RESTRICTED - Are individuals who are not fully qualified for Operator 1 rating listed below.

OPERATOR 1 - In order to qualify for an Operator 1 rating, a person must demonstrate his ability and pass written tests on no less than five (5) of the units listed under Type "A" equipment. This classification will require a valid Class "D" Provincial Licence.

OPERATOR 2 - In order to qualify for an Operator 2 rating, an equipment operator must demonstrate his ability and pass written tests on all of the equipment units under Type "A" Equipment, plus four (4) units under Type "B". Three (3) units must be of the first seven (7) units listed under Type "B" Equipment. This classification will require a valid Class "D" Provincial Licence.

OPERATOR 3 - In order to qualify for an Operator 3 rating, an equipment operator must demonstrate his ability and pass written tests on all the units of equipment listed under Type "A" and Type "B" Equipment. This grade will require a valid Class "A" Provincial Licence,

OPERATOR 4 - In order to qualify for an Operator 4 rating, an equipment operator must demonstrate his ability and pass written tests on all units of equipment listed under Type "A", Type "B" and Type "C" Equipment. This classification will require a valid Class "A" Provincial Licence and also a valid Department of Labour Hoisting Certificate.

APPENDIX "A-1"

UNIT TESTS FOR OPERATION OF TYPE "A" EQUIPMENT

1. Suburban, car, station wagon or jeep.
2. 1/2 to 1 ton panel or pick-up truck.
3. 2 to 5 ton dump or stake truck.
4. 2 to 5 ton dump truck with hopper sander.
5. 2 to 5 ton truck with single plough.
6. Over 5 ton dump or stake tandem truck.
7. Garbage truck.
8. Elevating bucket or ladder lift truck up to and including 32' working height.
9. Self-propelled line markers.
10. 1 to 10 ton self-propelled roller (loaded).
11. Wheeled tractor with attachments.
12. Weed sprayer (boom type).
13. Compressor under 75 h.p.
14. Tractor type front-end loader with attachments, 2-wheel drive.
15. Self-propelled sidewalk plough.

NOTE: Labourers operating the manual pavement marking machine will be paid a premium of 11¢ per hour while so employed.

UNIT TESTS FOR OPERATION OF TYPE "B" EQUIPMENT

1. Self-propelled grader under 100 h.p.
2. Self-propelled belt-type loader.
3. Front-end loader (4-wheel drive).
4. Self-propelled street sweeper - dual controls.
5. Truck with catchbasin and sewer cleaner.
6. Truck with street flusher.
7. Over 5 ton truck with plough and wing.

APPENDIX "A-1"

UNIT TESTS FOR OPERATION OF TYPE "B" EQUIPMENT

8. Elevating bucket truck over 32' working height.
9. Crawler tractor with attachments.
10. Truck tractor with low bed or semi-trailer.
11. Truck or tractor mounted snow blower.
12. Self-propelled grader over 100 h.p.

UNIT TESTS FOR OPERATION OF TYPE "C" EQUIPMENT

1. Front-end loader-backhoe, wheeled type over 45 h.p.
2. Hydraulic backhoe over 45 h.p.

DETAILS OF GRADE CATEGORIES IN THE FLEET MAINTENANCE SECTION

The following is the grading system for the Fleet Maintenance Section:

WASHMAN/WOMAN - Must have Class "D" Provincial Licence in good standing. In order to obtain maximum rate, individuals must pass qualifying examinations.

GARAGE SERVICEMAN/WOMAN

- This classification will include general non-licensed equipment maintenance. Wage rate will increase over an 18-month period. To qualify for the maximum rate after 18-month employment in this classification, the person will be required to pass qualifying examinations, as set and controlled by the Fleet Superintendent.

GRADE 1

- Must be a licensed Mechanic with Diesel Endorsement or a licensed Body Repairman/woman and Painter or a Journeyman Blacksmith, Welder and Toolmaker.

GRADE 2

- Must be a licensed Mechanic with Diesel Endorsement and must pass qualifying examinations, as set and controlled by the Fleet Superintendent.

APPENDIX "C"
TO
THE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF OSHAWA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #250

CASUAL EMPLOYEES

The Corporation, when deemed desirable, will utilize Casual Employees to perform duties necessary for public skating and other ice rentals and any other Arena Attendant duties assigned to them.

If an Arena Attendant is unavailable to report for work and other Arena Attendants in that facility are unable to report or **be** contacted, then Casual Employees may also substitute for a regular Arena Attendant. It is understood and agreed that Casual Employees will not be used to replace regular Arena Attendants on a full time basis in the event of transfer or termination.

Individual Casual Employees will not be employed for more than twenty-four (**24**) hours per week.

No employees covered **by** the existing Collective Agreement shall exercise any seniority rights over those persons employed in the Casual Employee category.

Casual Employees shall receive only the benefits specifically referred to in this appendix and that any reference to "employee" outside of this appendix shall not be applicable to Casual Employees.

Casual Employees shall be required to pay union **dues** provided that such casual employment exceeds one (1) month. The Corporation shall deduct monthly from the wages of each Casual Employee an amount determined by the Union.

Casual Employees shall not be eligible to participate in the pension plan, group insurance plan, **sick** pay plan, L.T.D. plan nor have any portion of premiums paid by the employer with respect to any prepaid plan of hospitalization, surgical, dental or medical benefits.

Casual Employees shall be eligible for overtime payment if employed in excess of eight (8) hours per day.

Casual Employees shall, in lieu of vacation, receive "Vacation Pay" in accordance with the Employment Standards Act.

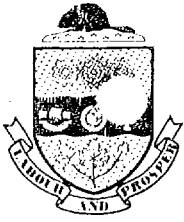
Casual Employees shall be paid for "Public Holidays" in accordance with the Employment Standards Act.

Casual Employees shall have access to the grievance procedure only with respect to those benefits referred to in this appendix and it is understood that a discharge or separation of a Casual Employee may not be the subject of a grievance.

Casual Employees are subject to the practice respecting the wearing of Safety Footwear.

The rates of pay set out in this appendix shall apply to those Casual Employees who are required to pay union dues. The hourly rate for Casual Employees is:

Effective September 1, 1985;	\$5.17
Effective September 1, 1986;	\$5.40
Effective September 1, 1987;	\$5.63
Effective September 1, 1988;	\$5.86



June 30, 1986

Mr. R. Gooding, Chairman
Negotiating Committee
CUPE Local #250
c/o Public Works - City Yard

Dear Mr. Gooding:

RE: 1986 CONTRACT NEGOTIATIONS

In the Memorandum of Settlement dated May 1, 1986, it was agreed to place certain items in a Letter of Understanding as follows:

1. Coverage inclusion - incentive programs

Considerable discussion took place regarding the exclusion from the provisions of the collective agreement of persons who may be employed under the provisions of any subsidized programs which may be made available from any level of government.

As the circumstances of subsidized programs may vary considerably, it was agreed the parties would discuss the matter of inclusion or exclusion of persons who may be hired on an individual program basis, as the occasion arises.

2. Shifts for Fleet Maintenance Personnel

It was agreed and understood that of the existing staff at May 5, 1986, no additional personnel shall be assigned to the evening shift other than in accordance with the present practice in effect.

3. Compensation for members of Negotiating Committee during negotiations

Members of the CUPE #250 Negotiating Committee involved in direct contract negotiations with the Corporation outside of their normal working hours will be paid at their straight time basic hourly rate or, subject to the efficient operation of the department and mutual agreement between the employee and employer, an equal amount of time off.

4. Stand-by and Call-out - Public Works Department Winter Call Board

This operation is subject to Article 13 and further the Union acknowledges that overtime work is an integral part of the responsibility of employees. The Union will endeavour to ensure that sufficient personnel are available for call-out for the Winter Control Program and to provide the necessary complement of personnel on each stand-by shift.

The Corporation shall have the right to place employees on stand-by duty on one week periods in rotation. The supervisor of the Department concerned shall select and place on a stand-by roster those persons who are qualified.

RE: 1986 CONTRACT NEGOTIATIONS

5. Time off in lieu of overtime

The parties have agreed to the implementation of a trial program of time off in lieu of overtime as follows:

Regular employees covered by this Agreement may elect to take time off in lieu of payment for overtime worked to a maximum of ten (10) working days. Time off in lieu of overtime may only be taken for hours worked by an employee in his own Section.

No payment shall be made for overtime hours worked by an employee who elects to take time off in lieu of overtime worked, but such overtime shall be accumulated at the appropriate overtime rate times the actual hours worked. The accumulated overtime hours shall be taken as time off with pay in full days as mutually agreed between the employee and the Department Head or his delegate. Any difference in the hourly wage rate of the overtime assignment and that of the employee's regular classification shall be paid.

Approval of such time off shall be subject to, but not necessarily limited to, such factors as prevailing weather conditions, work load scheduling, staffing requirements, winter callboard and facility programming.

Time off in lieu for Community Services Department employees shall be subject to the requirements of each section or facility as approved by the Department Head or his delegate. No accumulation of overtime hours shall be carried beyond six (6) months.

Time off in lieu for Public Works Department employees shall be limited generally to the month of November and the period between the middle of March to the middle of April as approved by the Department Head or his delegate. No accumulation of overtime hours shall be carried beyond December 15th of any one year.

If, a Department is unable to permit an employee to take sufficient time off to equal the accumulated overtime hours, payment for any accumulation of overtime hours remaining to an employee's credit past the noted date will *be* paid as soon as possible and will be at the rate of pay in effect during which the hours were worked. Any hours used for time off will be considered to have been taken off in the same sequence as worked (*i.e.* "first-in, first-out" basis).

Mr. R. Gooding
Page 3
June 30, 1986

RE: 1986 CONTRACT NEGOTIATIONS

6. Shifts For Animal Control Section

In order to provide improved levels of service in the Animal Control Section the Corporation intends to establish a schedule with normal hours of work of forty (40) hours a week consisting of five (5) shifts of eight (8) hours each, scheduled between the hours of 8:00 A.M. Sunday and 11:30 P.M. Saturday exclusive of **up** to one (1) hour off for lunch. Payment will be at straight time rates with shift premium payable when applicable. Such shifts will not be assigned to employees incumbent in the Section before March 31, 1986, without prior consultation and agreement.

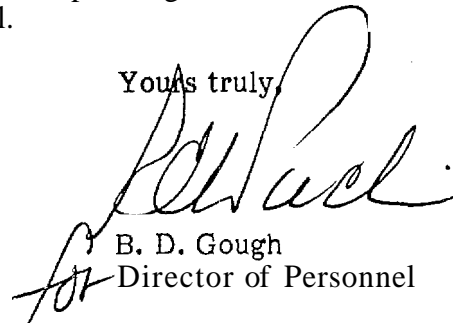
7. Pool/Arena Attendants

During the term of the Agreement the management and employees concerned in the Donevan Recreation Complex, will, with appropriate union representation, conduct discussions and trials to explore the feasibility of cross training/assignment between pool and arena attendants.

8. Printing of Collective Agreement

The Parties agree to share equally the cost of printing three hundred (300) copies of Collective Agreement booklets for the Local.

Yours truly,



B. D. Gough
for Director of Personnel

BDG:sh