

Outside Workers - April 1, 1996 - March 31, 1998

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF OSHAWA

and

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

SOURCE	<i>City</i>
EFF.	96 04 01
TERM.	98 03 31
NO. OF EMPLOYEES	180
NOMBRE D'EMPLOYÉS	<i>DN.</i>

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**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 Department of Public Works Services and the Parks and Recreation Branches of the Department of Community Services, save and except: persons above the rank of Working Foreman/woman; Office Staff, Adult Crossing Guards and Security Watchpersons; employees engaged in conducting and implementing the Corporation's recreational programmes; ushers and doorpersons; ticket sellers and cashiers; kiosk and concession employees; and employees covered by other Collective Agreements with the Corporation. **As** the circumstances of subsidized programs may vary considerably, the parties will discuss the matter of inclusion or exclusion of persons who may be hired, on an individual program basis, as the occasion arises.

**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 CUPE Local 250, other than for engaging in unlawful activity against CUPE Local 250.

- 3.02** The Corporation shall deduct from the wages of each employee to whom this Agreement applies, an amount equivalent to the 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 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.

**ARTICLE 3 - UNION SECURITY** *(continued)*

- 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/her 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 practiced 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.
- 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 **130** days worked. 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, Seniority shall accrue to employees who are retained beyond the probationary period. Subject to the foregoing an employee shall be subject to all other terms of the Collective Agreement during his/her probationary period.

**5.02** There shall be three (3) categories of employees, namely regular, temporary and casual. Recall rights for temporary employees shall be separately acquired and applicable within the departments recognized in Article 5.04 after **130** days worked.

Casual employees will receive only the rights and benefits outlined in Appendix "C" and shall receive the rates of pay set out in Appendix "A". Temporary employees shall receive the same rates of pay as regular employees.

- 5.03**
- a. The application of seniority is specified in those provisions of this Agreement where seniority has an effect. Where no specific provision exists and operational requirements have been met, the Corporation will consider seniority to be the deciding factor. In such cases the preference or advantage will be applied using the procedure of offering down in order of seniority and ordering up in reverse order.
  - b. Where a temporary **work** shortage, within a crew or area of responsibility, not involving a lay-off under Article 5.05 or not covered **by** Article 9.01, results in the need for the Corporation to assign employees to a different crew or area of responsibility, seniority shall govern in such reassignment providing that qualifications and abilities are sufficient. The preference or advantage will be applied using the procedure of offering down in order of seniority and ordering up in reverse order. The work assignment of employees so transferred will be at the discretion of the Corporation, within the new crew or area of responsibility. While so assigned employees will be considered part of the new crew or area of responsibility should a vacancy governed by Article 9.01 occur.

**ARTICLE 5 - SENIORITY** *(continued)*

- 5.04** For the purposes of this Article the following shall be recognized as separate departments:
- a. Department of Public Works Services
  - b. Department of Community Services
- 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/her 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/her seniority to displace the employee in the same or a lower occupational classification with the least bargaining unit seniority.
  - 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/her seniority, as in paragraphs b. and c. above, shall receive the rate of pay for the occupational classification which he/she 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** Except **as** specifically provided elsewhere in the Collective Agreement an employee's seniority shall not accumulate when granted leave of absence of over thirty-one (31) calendar days.

**ARTICLE 5 - SENIORITY** *(continued)*

**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/she voluntarily resigns,
- b. If he/she is discharged and is not reinstated through the grievance procedure.
- c. If he/she is laid off for a continuous period exceeding twelve (12) months calculated from the day of layoff.
- d. If he/she fails to return to work within ten (10) working days after notice to return to work has been sent to him/her by registered mail to his/her last address appearing on the Corporation's records.
- e. If he/she *is* absent from work in excess of two (2) working days without sufficient cause or without notifying his/her immediate supervisor.
- f. If he/she overstays an approved leave of absence and fails to obtain an extension from the Corporation,

**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 days worked,

**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/her total accumulated days of temporary service prior to the effective date of appointment backdated to form a seniority date, subject to Articles 5.01.

**ARTICLE 5 - SENIORITY (continued)**

**5.12** Any employee who has completed his/her 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 Union Business - Corporation Paid LOA**

- a. A representative of the Union as defined in 6.01 i. 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/she will not leave work during working hours without management's permission. The Corporation shall grant leave with pay for this purpose without undue delay subject to the minimizing of disruption of service as set out in e. below.
- b. The President of Local 250 may, at his/her discretion, attend all meetings between the Corporation and the Union.
- c. The Corporation will notify the President of any meetings where the subject matter involves any revision or proposed revision to the Collective Agreement, Letters of Understanding, Memoranda of Agreement or Settlement, established practices or procedures, or of any other understanding of a like kind. Such notice will be given as far in advance as is possible.



**ARTICLE 6 - LEAVE OF ABSENCE** *(continued)***6.01 Union Business - Corporation Paid LOA** *(continued)*

- d. Representatives of the Union who are in approved attendance, as defined in 6.01 i., at qualifying meetings, as defined in 6.01 i., during hours which are not within their scheduled hours of work, will be paid by the Corporation at the basic straight time hourly rate for their classification as indicated in the records of the Personnel Services Branch. Subject to mutual agreement between the employee and his/her supervisor, the employee may elect to take an equivalent amount of time off in lieu of pay. The time for which compensation is to be paid for a qualifying meeting will include reasonable allowance for briefing and debriefing, immediately before and after the meeting.
- e. In recognition of the above and the desirability of minimizing disruptions to the Corporation's operations, the Union undertakes to schedule meetings at such times and locations so as to accommodate the operational requirements of the Corporation, subject to any legitimate interest of the Union or circumstances beyond its control. The test in this regard will be one of reasonableness. Notwithstanding the generality of the foregoing the scheduling of all meetings will require mutual agreement.
- f. Nothing in this section will be construed as preventing attendance of additional Union representatives at the expense of the Local.
- g. The Corporation agrees that leave will be granted with pay in regards to the handling of grievances by the Grievance Committee of the Local which shall normally be comprised of three (3) representatives. The Corporation also agrees that leave will be granted for the Grievance Committee in those instances where the parties agree to meet with a Grievance Settlement Officer.
- h. The Union agrees to pay for **all** leaves of absence related to the processing of any grievance beyond Grievance Settlement Officer meetings.

**ARTICLE 6 - LEAVE OF ABSENCE** *(continued)***6.01 Union Business - Corporation Paid LOA** *(continued)*

i. The following definitions are in effect for the purposes of Article 6.01 only:

(1) **Representative of the Union** shall mean **any** of the following positions, in the numbers as indicated. The Union will provide the names of the incumbents and the Corporation will be entitled to rely on the most recent information provided by the Union.

- (a) President (one);
- (b) Vice President (one);
- (c) Grievance Chairman (one);
- (d) Secretary {one};
- (e) Treasurer (one);
- (f) Stewards (eight); and
- (g) Health and Safety Committee representatives in the number recommended by the Committee and approved by the Corporation.

(2) **Approved attendance** shall be those representatives as listed below for the meetings between the parties indicated:

(a) Grievance meetings for Step 1, one of the following, for Steps 2 and 3, all of the following:

- (i) President or designate;
- (ii) Grievance Chairman;
- (iii) Steward.

(b) Direct negotiation meetings for renewal of this Collective Agreement:

- (i) President;
- (ii) Vice-president;
- (iii) Grievance Chairman;
- (iv) Secretary; and
- (v) Treasurer,

**ARTICLE 6 - LEAVE OF ABSENCE (continued)**

**6.01 Union Business - Corporation Paid LOA (continued)**

- (i) (2) (c) Joint meetings of the Health and Safety Committee:
  - (i) Representatives in the number recommended by the Committee and approved by the Corporation.
  - (d) All other meetings, attendance as agreed by the parties.
- (3) **Qualifying meetings** shall be those meetings between the parties indicated in 6.01 i. (2) above.
- j. All Leaves of Absence and Claims for Payment will be recorded on an appropriate form. In all cases the representative of the Union will be required to indicate the reason for the requested leave or reason for attendance at a qualifying meeting. The information to be provided is as follows:
  - (1) the general purpose for the request or meeting;
  - (2) the estimated duration of the leave or meeting; and
  - (3) the location of the meeting if on Corporation premises.

**6.02 Union Business - Leave of Absence - Union Paid**

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 the purposes of the Local Union. 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. The Corporation will continue payment of the employee's wages and benefits during such leave of absence and will recover the costs from the Local.

**ARTICLE 6 - LEAVE OF ABSENCE** *(continued)***6.03 Personal Leave of Absence**

Leave of absence, without pay or *toss* of accrued seniority, or loss of occupational classification, for personal reasons, may be granted upon ten (10) working days' notice, written application to be made to the Department Head, and each case to be dealt with on its own merit. Compassionate leave of an emergency nature may be excluded from the ten (10) working days' notice provision. An employee requesting leave of absence and refused, shall be notified in writing as to the reason for the refusal no later than ten (10) working days after the request has been submitted.

**6.04 Emergency Leave of Absence**

- a. 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,
- b. "Emergency in an employee's family" shall be defined as being totally unforeseen and requiring immediate attention as well as:
  - (1) being potentially life threatening to:
    - (a) a family member as defined in Article 6.05; or
    - (b) someone living permanently in the employee's home
  - (2) 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.
- c. "Emergency in an employee's family" shall not be defined to include time for the employee to rest following an emergency.
- d. Notwithstanding the above or in extenuating circumstances application may be **made by** the employee and, at management's discretion, will be considered on its merits.

**ARTICLE 6 - LEAVE OF ABSENCE** (continued)

**6.05 Bereavement Leave of Absence**

Provided the employee was scheduled to work, an employee will be granted bereavement leave without **loss** of basic pay under the following conditions:

- a, the employee receives prior confirmation of entitlement from the manager;
- b. the bereavement leave will be measured ~~in~~ consecutive calendar days commencing on the date of death;
- c. the bereavement leave will not be pyramided with any other form of paid time off; and
- d. bereavement leave entitlements are:

UPON DEATH OF	LENGTH OF LEAVE
Spouse	Seven (7) days
Mother, Father, Sister, Brother, Daughter, Son, Daughter-in-law, Son-in-law, Grandparent or Grandchild of either the employee or spouse	Five (5) days

- e. Where the burial takes place outside of the initial bereavement leave period the employee may save the last day of the bereavement leave to attend, Provided the employee was scheduled to work, such day shall be paid.

**6.06 Pallbearers Leave of Absence**

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 off with **pay** to act as pallbearers.

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

**ARTICLE 6 - LEAVE OF ABSENCE** (continued)**6.08 Elected Higher Union Office - Leave of Absence**

Upon receipt of reasonable written notice, the Corporation will grant leave of absence of up to two (2) years without pay, and without loss of seniority or job classification, to no more than two (2) employees at any one time who are elected to full time positions with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress. The Corporation will also grant leave of absence under identical terms for one (1) employee at any one time, who accepts assignment to non-elected positions with the above named organizations, Any request for extension or for leaves of absence beyond the numbers provided for in 6.08 shall be in writing and any such request may be granted at the discretion of the Corporation.

**6.09 Pregnancy and Parental Leave**

Pregnancy and Parental Leave and related benefit and sick leave provisions shall be in accordance with the Employment Standards Act (R.S.O., 1980) as amended from time to time, and as provided in the Collective Agreement between the Corporation and CUPE and its Local #251.

**6.10 Jury and Witness Duty - Leave of Absence**

- a. 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,
- b. The Corporation shall pay the employee the full basic wage or salary for the period, provided that the employee shall turn over to the Corporation 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 Corporation official proof of that service and payment therefore.

**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 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/her Steward or, in his/her 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**. A grievance alleging unjust discharge shall commence at Step **2**.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE** (continued)**8.01** (continued)

**STEP 2** The Grievance Committee shall then take the matter up with the Department Head and the Director of Personnel Services 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** Step 3 of the grievance procedure is optional at the request of either party. When invoked, 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.

**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 the other party within sixty (60) days of the decision rendered at Step 2 or Step 3 if utilized.

**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/she shall be reinstated and consideration of his/her 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/she 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/she shall maintain his/her 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 Services 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.

**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. The maximum hourly rate will be paid to employees who have completed their probationary period except where a longer progression scale is otherwise provided in Appendix "A".

**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, ability and qualifications will **be** the determining criteria; however, where two or more applicants meet the determining criteria, seniority shall govern.

**ARTICLE 9 - WAGES** *(continued)***9.05** *(continued)*

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.

Where the Corporation has reason to believe that an employee is unable to carry out the duties of an occupational classification for which the employee has applied, the employee will be examined **by** a physician appointed by the Corporation. Where the report of the Corporation's physician *is* contrary to that provided by a physician of the employee's choice, the employee will be examined by a third physician satisfactory to both parties. Subsequent action by the Corporation and the employee will be based solely on the report of the third physician. The cost of such examinations will be borne **by** the Corporation.

**9.06** Any employee who is no longer capable of performing the required duties of his/her position by reason of disability, may be placed in a suitable position, when such a position is available, by the Director of Personnel Services 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/she 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/her 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/her seniority in the department from which he/she originated **for** a period of forty (40) days worked after which his/her seniority with the Corporation shall be transferred to the new department.

**ARTICLE 9 - WAGES (continued)****9.08 Job Posting Applications - CUPE #251**

The Corporation undertakes to accept applications for vacancies posted for regular positions from employees covered by the Corporation/CUPE #251 Collective Agreement. Such applications will be considered only after all contractual obligations to employees covered by this Collective Agreement have been met. This undertaking shall not be construed **so** as to impede the Corporation's ability to advertise, test, interview, select or fill vacancies from outside of this bargaining unit. Employees of either bargaining unit will not have the right to grieve under this undertaking.

**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 the supervisor.

**10.01** The normal work week for all employees except those covered under Articles 10.02, 10.03, 10.04 and 10.05 a. b. c. and d. will be forty (40) hours per week consisting of five (5) shifts from Monday to Friday, of eight (8) hours each scheduled between the hours of 7:00 a.m. to 5:00 p.m. These hours of work include a one-half (½) hour paid eating period to be taken on the **job** site. Where restroom facilities are required and not available on the **job** site the nearest off-site facility, preferably Corporately operated, will be used.

Where operational needs arise, the normal hours of work may temporarily be rescheduled to commence as early as 6:00 a.m. Notification to employees of a revised start time must be given no later than the end of the shift worked on the previous working day.

## Regular and Temporary Employees

**10.02** The normal work assignment for employees in the Facilities 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.

**ARTICLE 10 - HOURS OF WORK** *(continued)***Regular and Temporary Employees** *(continued)***10.02** *(continued)*

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** a. The normal hours of work for employees of the Parks Services Section, excluding Park and Pool Attendants with hours of work per Article 10.04 a., and employees assigned to Union Cemetery with hours of **work** per Article 10.01, will be:

- (1) normal hours - 8:00 a.m. to 4:00 p.m.; and
- (2) during the summer hour period defined in Article 10.06 - 7:30 a.m. to 3:30 p.m.

Where seasonal operational needs arise, the hours of work may be temporarily rescheduled to commence as early as 6:00 a.m.

These hours of work include a one-half (½) hour paid meal break to be taken on the **job** site. Where **restroom** facilities are required and not available on the job site, the nearest off-site facility, preferably Corporately operated, will be used.

- b. The hours of **work** for the Lead Hands - Lakefront West and Lakeview Park while assigned to those facilities, shall be as set out in Article 10.04 a. In the event of a reassignment to any other facility or area, whether permanent or temporary, the hours of work shall be as provided for in Articles 10.01, 10.03 a. and 10.06.

**ARTICLE 10 - HOURS OF WORK (continued)****Regular and Temporary Employees (continued)**

- 10.04** a. Park and outdoor pool attendants will work eight **(8)** hour shifts, exclusive of an unpaid meal break of up to one (1) hour. 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 an unpaid meal break of up to one (1) hour.
- b. The Corporation may establish in the Animal Services Section 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 **7:00 A.M.** Sunday and **11:00 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.
- 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.
- 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 an unpaid meal break of up to one (1) hour.

**ARTICLE 10 - HOURS OF WORK (continued)****10.05 (continued)**

d: In the period from the Friday closest to November 15 to the first Monday in April annually, shift work may be scheduled in the Maintenance Division of Public Works Services on the following basis:

- (1) Only employees who have volunteered or who have applied for and been selected for their position, with the explicit understanding that Article 10.05 d. applies to the position are eligible.
- (2) Shifts may be scheduled in the period from 12.01 a.m. Monday to 11:59 p.m. Friday,
- (3) Shifts, other than day shifts under Article 10.01, may commence between 3:00 p.m. and 1:00 a.m. and will end eight (8) hours later between 11:00 p.m. and 9:00 a.m., as the case may be.
- (4) Shifts are a straight eight hours each, with a one-half (½) hour paid eating period to be taken on the job site, Where restroom facilities are required and not available on the job site the nearest off-site facility, preferably Corporately operated, will be used.
- (5) The provisions of Article 10.00 apply to shift schedule changes under Article 10.05 d.

**10.06 Summer Hours**

The summer work schedule will normally operate between the first 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 a one-half (½) hour paid meal break to be taken on the job site. Where restroom facilities are required and not available on the job site, the nearest off-site facility, preferably Corporately operated, will be used,

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.

**ARTICLE 10 - HOURS OF WORK (continued)**

**10.06 Summer Hours (continued)**

DEPARTMENT	A.M.	P.M.
<b>Public Works Services</b>		
Refuse Collection	7:30	3:30
Traffic Engineering	7:30	3:30 **
Roads and Sewers	7:30	3:30
Garage	7:30	3:30
Car Pool	No Change	3:30-11:30
<b>Community Services</b>		
Parks Services Section	7:30	3:30
This does not include Park and Pool Attendant: who are regularly scheduled to work evenings.		
Animal Services	8:00	4:00
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
On days when a late burial is scheduled, hour of work will revert to the normal schedule,		
Facilities Maintenance Section	No change	
Arenas and Auditorium Complex	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.

**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 shift premium for the full shift. Shift premium will be seventy cents (70¢) per hour.

**11.02** All regularly scheduled work, performed on Saturday and Sunday, will receive shift premium. Shift premium will be seventy cents (70¢) 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 (1½) 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 Department of Public Works Services will be compensated for overtime at the rate that is applicable to Public Works Services employees.
- 12.05** Overtime worked on the Department of Public Works Services Winter Call Board shall not be included in the normal overtime worked **by** the employee in his/her normal activities of work.
- 12.06 Time Off in Lieu of Overtime**

Regular employees covered by this Agreement may elect to take time off in lieu of payment for overtime worked, to a maximum of twenty (20) working days.

Overtime worked **by** employees for Winter Call Board activities may also be eligible for time off in lieu.



**ARTICLE 12 - OVERTIME (continued)****12.06 Time Off in Lieu of Overtime (continued)**

No payments shall be made for overtime 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 or part days as mutually agreed between the employee and the Department Head or 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 time off in lieu shall be subject to the requirements of each section or facility as approved by the Department Head or delegate and 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. No accumulation of overtime hours shall be carried beyond twelve (12) months.

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 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)."

**ARTICLE 13 - STAND-BY AND CALL-OUTPAY****Stand-By**

- 13.01** An employee designated to stand-by during other than normal working hours will receive stand-by pay. Stand-by pay will be eight dollars and fifty cents (\$8.50) per day.

Stand-by pay for employees on the Department of Public Works Services Winter Call Board who are on the two shift "on-call" rotation shall be six dollars and seventy-five cents (\$6.75) per day.

**ARTICLE 13 - STAND-BY AND CALL-OUT PAY (continued)****Stand-By (continued)**

- 13.01** 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/her stand-by pay for that day shall not be paid and the employee shall be subject to disciplinary action unless he/she has made proper arrangements for a suitable replacement and informed his/her supervisor beforehand. Furthermore, if he/she is unavailable for more than two (2) days when called during the same week, he/she will lose the full week's stand-by pay unless he/she has worked overtime other days of that same week, in which case he/she 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** Animal Services employees will receive fifty-nine dollars and fifty cents (\$59.50) per week on stand-by.

**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 Services employees is recognized as a condition of employment.

**Stand-by and Call-out - Department of Public Works Services Winter Cali Board**

- 13.05** 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.

**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/her full-scheduled shift immediately preceding and his/her full-scheduled shift immediately following the holiday unless otherwise mutually arranged.

**ARTICLE 15 - PAID HOLIDAYS** *(continued)***15.05** *(continued)*

- b. An employee shall not be eligible for paid holiday pay if he/she 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.
- 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 fifteen (15) years of service - four (4) weeks.
- Fifteen (15) years, but less than nineteen (19) years of service - four (4) weeks and three (3) days.
- Nineteen (19) years of service, but less than twenty-five (25) years of service - five (5) weeks.
- Twenty-five (25) years, 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/her first, third, fifth, tenth, fifteenth, nineteenth, and twenty-fifth anniversary falls,

**ARTICLE 16 - VACATION WITH PAY** *(continued)*

**16.02** *(continued)*

- 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.
- c. Where an employee is absent for over thirty-one (31) calendar days on a leave of absence granted under Article **6.03, 6.08 or 6.09**, the vacation entitlement for the current year shall be prorated to the nearest one-twelfth (1/12).

**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/her earnings in the current year.

b. A temporary employee with thirty-six (36) months of accumulated service will receive vacation pay entitlement equal to five per cent (5%) of his/her earnings in the current year,

**16.04** In the year of termination, the vacation time off, or vacation pay in lieu of vacation time off, paid to a regular employee shall be in proportion to the employee's service in that calendar year. If the employee has taken more vacation time off than the proportion earned, it shall be recovered,

When payment for vacation is made in lieu of vacation time off, it will be calculated as follows:

<b>Annual Rate of Vacation Entitlement</b>	<b>% of Year to Date Earnings to be Paid</b>
<b>2 weeks or less</b>	<b>4.0</b>
<b>2 weeks and 3 days</b>	<b>5.2</b>
<b>3 weeks</b>	<b>6.0</b>
<b>4 weeks</b>	<b>8.0</b>
<b>4 weeks and 3 days</b>	<b>9.2</b>
<b>5 weeks</b>	<b>10.0</b>
<b>6 weeks</b>	<b>12.0</b>

**16.05** 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/her vacation.

**ARTICLE 16 - VACATION WITH PAY** *(continued)*

- 16.06** There will be a preferred annual vacation period for the personnel within the Department of Public Works Services, 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 one hundred dollars (\$100.00) per insured in any twenty-four (24) month period, effective June 1, 1989.
  - e. (1) **Group Life Insurance** coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$85,000.00, effective April 1, 1991.

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 \$85,000.00, effective April 1, 1991. Upon retirement, coverage is cancelled.

**ARTICLE 17 - EMPLOYEE BENEFITS (continued)**

**17.01 (continued)**

- f. (1) **Dental Plan** - Based on the 1992 Ontario Dental Association (O.D.A.) Suggested Fee Guide for Dental Practitioners.

**Level I - Basic Services**

**Level II - Supplementary Basic Services**

Effective October 1, 1987, Periodontal Surgical Procedures.  
Effective October 1, 1988, Denture, Relines, Rebases and Repairs.

**Level III - Major Restorative Services (Prosthodontics)**

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

**Level IV - Orthodontic Services**

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

- (2) 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 CUPE 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 \$1,900.00 effective April 1, 1991; \$2,300.00 effective April 1, 1993.

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

**ARTICLE 17 - EMPLOYEE BENEFITS (continued)**

**17.01** (continued)

h. (1) 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
<b>Group Life &amp; A.D. &amp; D. Insurance</b>	Long Term Disability
Dental Plan	

(2) Regular employees who are granted personal leave of absence without pay under Article 6.03 in excess of thirty-one calendar days or leave of absence under Article 6.08 may retain the following benefit plans provided the employee pays the full premium cost to the Corporation in advance of each month:

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

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 (OMERS) Plan**

a. All regular employees shall, as a condition of employment, become a member of the OMERS 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 (**OMERS**) Plan (continued)

- 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.

Retirement Income Plan - Temporary Employees

Ontario Municipal Employees Retirement System (**OMERS**)-Basic Plan

- c. Temporary employees will be eligible to join the **OMERS** basic plan as Other-Than-Continuous-Full-Time (OTCFT) employees in accordance with the Ontario Pension Benefits Act, 1987 and the **OMERS** Act and Regulations.

Once an OTCFT employee elects to join **OMERS**, membership cannot be terminated so long as the member remains employed by the Corporation. An employee who initially waives membership may enroll at some future date, subject to requalification.

- 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. All regular full time employees shall have placed to their credit, one and one-half (1½) days sick leave for each full month of employment but are not entitled to **draw** sick leave pay until they have accumulated three (3) months service with the Corporation.
- b. Any employee absent through his/her own illness shall notify his/her supervisor of his/her inability to perform his/her duties due to sickness at the earliest opportunity, preferably prior to the start of the shift, and in any event within the first 2 hours of the shift subject to the following. No employee will lose entitlement for sick pay nor be subject to disciplinary action for failure to comply with the above where there are legitimate and reasonable circumstances which delay notification.

**ARTICLE 17 - EMPLOYEE BENEFITS (continued)****17.04 Sick Leave (continued)**

- c. An employee who is absent from work for more than three (3) consecutive working days shall provide his/her immediate supervisor with a certificate from his/her personal physician within seven (7) days from the commencement of his/her sickness or upon his/her 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.

- d. An employee making frequent use of his/her 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/she may be required to produce a physician's statement to substantiate any period of absence,
- e. Where an employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he/she shall not receive sick pay credit for the month in which he/she was so absent.
- f. An employee shall not be entitled to sick pay in advance of any credit he/she may earn in the current month; such credit becomes available only on and after the first day of the following month.
- g. Whenever in any month an employee's days of illness exceed his/her 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.
- h. When an employee is given personal leave of absence without pay under Article 6.03 in excess of thirty-one (31) days or 6.08, 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/she shall not receive credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave,

**ARTICLE 17 - EMPLOYEE BENEFITS** (continued)**17.04 Sick Leave** (continued)

- i. The number of days or parts of days for which an employee received "sick pay" shall be deducted from his/her cumulative sick pay credit.
- j. 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.
- k. 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.
- l. Where an employee who is injured in circumstances in which he/she might be entitled to compensation under the Workers' Compensation Act, elects instead to claim against the third person, he/she 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/her having made such reimbursement, his/her accumulated sick pay credits shall be restored accordingly.
- m. 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** (continued)

- n. 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. The dollar cost of the difference shall be converted to sick credit days. The calculation shall use standard rounding and sick credits debited to the nearest one-sixteenth (1/16th) of a day. The difference between the award and the employee's basic daily wage shall be calculated so that the employee's net (take-home) pay matches but does not exceed the employee's normal net (take-home) pay. 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.

**ARTICLE 17 - EMPLOYEE BENEFITS (continued)****17.04 Sick Leave (continued)**

- o. Sick leave credit gratuity upon termination applies only to employees who attained regular full time status in the bargaining unit prior to April 1, 1992.

- (1) Employees who attained regular full time status in the bargaining unit prior to April 1, 1992 shall be entitled to sick leave credit gratuity upon termination for any reason. The gratuity is based on the employee's salary at the date of termination and the amount payable shall be calculated by multiplying the number of days of sick leave standing to the employee's credit at termination times the applicable fraction in the chart below, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time:

Regular Full Time Status in the Bargaining Unit Attained	Years of Continuous Service	Applicable Fraction
Prior to April 1, 1986	More than 2	1/2
April 1, 1986 - March 31, 1992	More than 10	1/4
April 1, 1986 - March 31, 1992	More than 15	3/8
April 1, 1986 - March 31, 1992	More than 20	1/2
After March 31, 1992	Not Applicable	N/A

- (2) The requirement to have attained regular full time status in the bargaining unit prior to April 1, 1992 under Article 17.04 (o) is waived for members of the bargaining unit who, as of March 31, 1992, have seniority and recall rights and have completed a minimum of six (6) months of accumulated service. Such members will be eligible for sick leave credit gratuity upon termination on the same basis as any other employee who attained regular full time status between April 1, 1986 and March 31, 1992 provided each attains such status prior to retirement.

**ARTICLE 17 - EMPLOYEE BENEFITS (continued)****17.05 Sick Leave Plan - Temporary Employees**

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.

**17.06 Benefits for Retired Employees****a. Medical Benefits**

Effective April 1, 1989, the Corporation will make available to persons who retire from the active service of the Corporation on or after that date, a Retirees' Medical Benefit Package which, if elected, will include:

ONTARIO **HEALTH** INSURANCE PLAN (OHIP) to age 65 (if applicable)

EXTENDED HEALTH CARE (E.H.C.)

(including Semi-private Hospital, Major Medical, Drugs, and Vision Care, subject to an overall maximum of \$10,000.00 every three consecutive years)

Retiring employees who have elected to draw their pension from OMERS and who elect the package, will be required to pay the entire premium cost of the package monthly, in advance.

For "eligible" employees who are retiring, the Corporation will pay 100% of the cost of the billed premium.

(1) The "eligible" retired employee must **be** in receipt of either:

- (i) an unreduced retirement pension from **OMERS** and have completed twenty-five (25) years of continuous regular full-time service with the Corporation at the time of retirement, or
- (ii) a reduced retirement pension from **OMERS** and have completed thirty (30) years of such service with the Corporation.

**ARTICLE 17 - EMPLOYEE BENEFITS** *(continued)***17.06 a. Medical Benefits** *(continued)*

Retention of the package, regardless of the premium-sharing arrangement, is subject to the following conditions:

- (2) The retired employee continues to retain his/her principal residence in the Province of Ontario and provides the Corporation with a correct address at all times.
- (3) Similar benefit plans are not available to the retired employee from another employer.
- (4) The retired employee shall report any changes in marital status or number of dependants without delay, and shall reimburse the Corporation for the amount of any overpayment of premiums resulting from failure to report such changes.
- (5)
  - (i) Voluntary cancellations must be properly documented at the Personnel Services Branch.
  - (ii) The Corporation, after reasonable efforts to settle overdue benefit premium accounts with the retired employee, retains the right to cancel coverages, after notification by registered mail to the last known address.
  - (iii) Cancellations are permanent and coverages cannot be reinstated subsequently.
- (6) Benefit coverage terminates at the end of the third month following the month in which death of the retired employee occurs.
- (7) Such benefits will be subject to the terms and conditions of any governing master policy or statutory requirement. **Any** dispute over the payment of benefits shall be adjusted between the retired employee and the Insurance Carrier, however the Corporation will use its best efforts to assist the retired employee in dealing with the Insurance Carrier.
- (8) Any future enhancements or additions to the benefit plans will be at the discretion of the Corporation.

**ARTICLE 17 - EMPLOYEE BENEFITS** *(continued)***17.06 b. Group Life Insurance**

Effective April 1, 1989, the Corporation will make available to persons who retire from the active service of the Corporation on or after that date, one of three optional group life insurance coverages:

**Option A:** - Coverage in effect at the time of early retirement

**Option B:** - \$10,000 at early retirement

**Option C:** - \$ 4,000 at normal or early retirement

- (i) Eligible retired employees who elect either Option A or Option B will be required to pay a portion of the premium cost, monthly, in advance. The Corporation will share, on a 50-50 basis, the cost of the billed premium up to age sixty-five, at which time coverage will reduce to \$4,000.00 without further cost to the retired employee,
- (ii) Eligible retired employees who elect Option C immediately at retirement will be provided with \$4,000.00 coverage without cost to the retired employee.
- (iii) The provisions of Article 17.06 a. sub-sections (1), (5), (7) and (8) apply to Article 17.06 b.

**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,



**ARTICLE 18 - WORKING CONDITIONS** (continued)

- 18.01 b.** The Corporation will provide each regular employee with an annual issue of uniform clothing. Once annually employees may order items from the following list to a maximum value of 115 points. Points do not accumulate nor carry over to subsequent years. The Corporation may approve each order so that a reasonable standard of uniform dress is achieved. Maintenance, cleaning and alteration of the clothing issue are the responsibility of the employee. This article shall not be construed to restrict the issue of uniform clothing to employees not covered by, or in quantities beyond these provisions, at the Corporation's discretion.

Item	Point Value	Item	Point Value
Sweatshirt	16	Winter Parka	65
Hooded Sweatshirt	22	Winter Vest	25
Golf Shirt	13	Lined Jacket	30
T-shirt - Short Sleeve	8	Unlined Jacket	25
T-shirt - Long Sleeve	12	Lined Nylon Squall Jacket	29
Wide Brimmed Hat	5	Trousers	18
Winter Toque	5	Shirt - Long Sleeve	18
Cap	5	Shirt - Short Sleeve	18

**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 \$75.00 effective with the 1991 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.

**ARTICLE 18 - WORKING CONDITIONS** *(continued)*

**18.01** *(continued)*

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/she complies with the requirements of this clause,

**18.02** Skilled tradespersons 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** 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),

**18.04** The Corporation agrees to inoculate employees who regularly work on Sewer Cleaning, Refuse Collection and Animal Services with polio and tetanus shots.

**18.05** 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 representatives thereto. The number of representatives appointed shall be as recommended by the Committee from time to time, subject to approval by the Corporation. A minimum of two (2) representatives shall be appointed by each party. 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.

**18.06** In inclement weather, the Corporation 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/her superior knowledge or ability.
- 19.03** Excluding unpaid meal periods, the Corporation grants one (1), ten (10) minute rest period on the job site 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. When the shift includes a paid meal period, the second rest period is eliminated.
- 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 the Corporation, an employee designated to relieve in a management position shall receive a rate adjustment of seventy-five cents (75¢) per hour on his/her basic wage.
- 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 except as otherwise provided by the Ontario Pension Benefits Act and the Ontario Municipal Employees Retirement System.

"Student" shall mean a person attending school, college or university on a full time basis and who has indicated his/her 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/her 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/her 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/her with six (6) months' notice of termination and provide him/her with a separation settlement of two (2) weeks' salary per year of service.
- e. No employee as of May 18, 1989 shall be laid off while maintenance **work** now performed by employees presently covered by this Agreement is contracted out to an outside contractor.
- 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.

**ARTICLE 21 - SERVICE BONUS (continued)**

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

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 (½) 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.

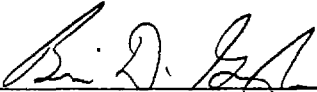
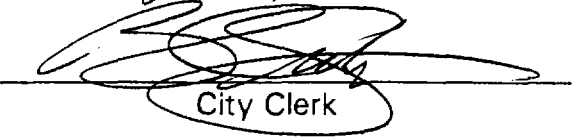

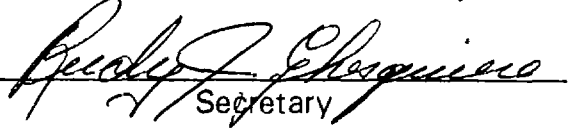
**ARTICLE 22 - STRIKES AND LOCKOUTS**

**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**

**23.01** \* This Agreement shall be for a term of twenty-four (24) months, commencing on the 1st day of April, 1996 and ending on the 31st day of March, 1998, 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 Corporation has caused to be affixed hereunto its Corporate seal attested by the hands of the Mayor and the Clerk.

<p>(Seal of the Corporation of the City of Oshawa)</p> <p> _____ Director of Personnel Services</p>          <p> _____ President and Chair of Negotiating Committee</p>	<p>The Corporation of the City of Oshawa</p> <p>per  _____ Mayor</p> <p>per  _____ City Clerk</p>  <p>The Canadian Union of Public Employees and its Local #250</p> <p>per  _____ Grievance Chair</p> <p>per  _____ Secretary</p> <p>per  _____ CUPE Representative</p>
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Dated at **OSHAWA, Ontario**, this the 18 day of July, 1996.

## APPENDIX "A"

to the Agreement between the Corporation of the City of Oshawa and  
The Canadian Union of Public Employees and its Local #250

Occupational Classification	Maximum	Minimum
Facilities Maintenance Journeyman/woman, Group Leader - Skilled Trades	\$20.90	\$19.86
Working Foreman/woman, Maintenance Electrician, Carpenter, Painter, Mechanic 1	\$19.64	\$18.65
Operator 4	\$19.19	\$18.23
Operator 3	\$18.69	\$17.76
Single Operator/Loader	\$18.50	\$17.57
Lead Hand, Patrol Inspector	\$18.32	\$17.39
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator	\$18.17	\$17.27
Animal Services Officer	\$18.13	\$17.22
Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$17.69	\$16.80
Operator Restricted, Washman/woman	\$17.54	\$16.66
Attendant - Building, Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$17.00	\$14.95
Labourer, Caretaker	\$16.60	\$14.59

Lead Hand Premium: 40¢ per hour

Casual Employee Effective September 1, 1993; \$7.14

Occupational Classification	Maximum		Minimum
	12 months	6 months	
Mechanic 2	\$20.90	\$19.64	\$18.65
Garage Serviceman/woman	\$18.70	\$17.97	\$17.07

Details of grade categories in the Fleet Maintenance Section. The following is the grading system for the Fleet Maintenance Section. In order to obtain the maximum rate in the Occupational Classifications of Garage Serviceman/woman and Mechanic 2, incumbents must pass qualifying examinations as set and controlled by the Fleet Supervisor.

**Mechanic 2** Must be a licensed Mechanic with Diesel Endorsement.

**Mechanic 1** Must be a licensed **Body** Repairman/woman and Painter or a Journeyman/woman Blacksmith, Welder and Toolmaker.

**Garage Serviceman/woman** This classification will include general non-licensed equipment maintenance.

**Washman/woman** Must have Class "D" operator's licence in good standing.

**APPENDIX "B"**

to the Agreement between the Corporation of the City of Oshawa and  
The Canadian Union of Public Employees and its 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/her 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/her 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/her 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/her 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/her 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/her 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.



**APPENDIX "B"****Unit Tests for Operation of Type "A" Equipment**

1. Suburban, car, station wagon or jeep with or without attachments.
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. Refuse packer.
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.
15. Self-propelled sidewalk unit including plough, sweeper and other attachments.
16. Brush chipper.

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 including attachments.
4. Self-propelled street sweeper.
5. Truck with catchbasin and sewer cleaner.
6. Truck with street flusher.
7. Over 5 ton truck with plough and wing.
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.
13. Self-propelled power sweeper under 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.

**APPENDIX "C"**

to the Agreement between the Corporation of the City of Oshawa and  
The Canadian Union of Public Employees and its 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 from the wages of each Casual Employee an amount determined by the Union,

Casual Employees shall not be eligible to participate in the 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. It is understood that a discharge or separation of a Casual Employee may be the subject of a grievance and arbitration in accordance with the procedure described in Article 8.

Casual Employees shall be considered as probationary employees for twelve (12) months worked. During this period of time, their employment may be terminated by the Corporation at its discretion **any** time.

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

The rates of pay set out in Appendix "A" shall apply to those Casual Employees who are required to pay union dues.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA  
*hereinafter called "The Corporation"*

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL NUMBER 250  
*hereinafter called "The Union"*

In the Memorandum of Settlement dated April 4, 1996, the parties agreed to record the following in a Letter of Understanding.

**1. 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.

**2. Hours of Work - Central Business District Cleaning**

Notwithstanding the provisions of Article 10.01 of the Collective Agreement the following hours of work may be scheduled for employees assigned to cleaning in the Central Business District (CBD):

- a) The normal work week for employees of the Maintenance Division, assigned to mechanical flushing and sweeping clean-up operations in the CBD, will be forty (40) hours a week consisting of five (5) shifts of eight (8) hours each scheduled between the hours of 11:00 p.m. and 8:00 a.m., Sunday to Saturday generally extending from April 1 to November 30th.
- b) The normal **work week** for employees of the Maintenance Division assigned to manual clean-up operations in the CBD will be forty **(40)** hours a week consisting of five **(5)** shifts of eight **(8)** hours each scheduled between 7:00 a.m. and 5:00 p.m., Sunday to Saturday generally extending from April 1 to November 30.

**3. The Corporation will continue to pay any fees required to maintain the licences of those employees designated to carry-out pesticide applications. The Corporation will continue to pay a premium of \$0.48/hr to employees while assigned to pesticide application.**

**LETTER OF UNDERSTANDING (continued)**

4. The parties have agreed that within the context of fiscal uncertainty, the desirability of employment security, and potential structural change in the delivery of municipal services, they will explore opportunities to respond effectively to those changes in mutually beneficial ways, some of which may require amendment to the Collective Agreement. In recognition of this the following is agreed:
  - a) Neither party shall be prejudiced nor raise issues of estoppel based on a failure to table any matter in this negotiation.
  - b) The parties will meet **at** the request of either party and give priority to proposals intended to maintain or improve the Corporation's ability to deliver services efficiently while at the same time maintaining or improving the employment security of employees,
  - c) The Corporation will provide written notice to the Union at least thirty (30) **days** in advance of any proposed changes which 'will affect the rights of regular employees or conditions of employment as described in the collective agreement,
  - d) Where the proposed changes in c) above include a layoff of a regular employee(s) the parties will meet no fewer than fourteen (14) days prior to the Corporation's intended date for posting of the notice to discuss methods of reducing the impact to employees and to consider alternatives as submitted by the Union,
5. The Corporation will provide the Local with two hundred (200) copies of the Collective Agreement.
6. The Letter of Understanding expires on March 31, 1998.

Signed this the 18 day of July, 1996 at Oshawa, Ontario

For the Corporation	For the Union
