

INSIDE WORKERS

NOVEMBER 1, 1985 - DECEMBER 31, 1988

SOURCE	City		
EFF.	85	11	01
TERM.	88	12	31
No. OF EMPLOYEES	215		
NOMBRE D'EMPLOYÉS	jeu		

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL NUMBER 251

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INSIDE WORKERS

NOVEMBER 1, 1985 - DECEMBER 31, 1988

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 251

hereinafter called "The Union"

OF THE SECOND PART,

ARTICLE 1 - PURPOSE AND COVERAGE

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees, and to provide an orderly and amicable method of settling any differences or grievances which might possibly arise,
- 1.2 The Corporation recognizes the Canadian Union of Public Employees and its Local 251 as **the sole** and exclusive bargaining agent for all its employees, save and except:

Persons above the rank of Department Head, Department Heads, Deputy Department Heads, bona fide Directors, Professional Engineers employed in a professional capacity, Superintendents, Foremen/women, Safety Officer, Secretary to the Mayor, Secretary to the Executive Committee, Personnel Department Staff, City Solicitor, Deputy City Solicitor, Comptroller - Budgets and Accounting Services, Comptroller - Treasury Services, Manager - Fiscal Services, Tax Collector, Manager - Systems and Procedures, Director - Financial Analysis & Audit Services, Resources Manager, Engineering Services Manager, Road Design Manager, Sewer and Structure Design Manager, Traffic Co-ordinator, Construction Manager, Maintenance Operations Supervisor, Assistant Maintenance Operations Supervisor, Fleet Maintenance Supervisor, Security Watchmen/women, Adult Crossing Guards, Manager - Facilities Maintenance **Section**, Assistant Manager - Facilities Maintenance, Co-ordinator - Facilities Maintenance, Animal Control Manager, Airport Manager, Parks Manager, Assistant Director of Recreation, Co-ordinators of Recreation, Assistant Director of Arenas, Facility Managers, Manager - Donevan Recreation Complex, NIP Co-ordinator, Manager - Administration Branch, Manager - Planning Branch, Manager - Buildings Branch, Manager - Real Estate Branch, Head - Policy Planning Division, Head - Current Planning Division, Program Director - Senior Citizens Centre, Persons employed not more

ARTICLE 1 - PURPOSE AND COVERAGE (Continued)

- 1.2 (Cont'd). than twenty-four (24) hours per week engaged in conducting and implementing the Corporation's recreational programmes and in staffing various facilities that are in classifications not covered by Schedule "B" of this Agreement, Students engaged in conducting and implementing the Corporation's recreational programmes and in staffing various facilities that are in classifications not covered by Schedule "B" of this Agreement, Administrative Assistant to the Fire Chief, persons above the rank of Administrative Assistant to the Chief, and persons covered by subsisting Collective Agreements.
- 1.3 When the Corporation introduces a new or changed classification during the life of this Agreement and without restricting the right of the Corporation to fill such new or changed position, the matters of its inclusion or exclusion from the Bargaining Unit shall be discussed with the Union, subject to the right of either party to refer the question to the Ontario Labour Relations Board.
- 1.4 Subsidized programs which may be available from any level of government may vary considerably. It is agreed the parties will discuss the matter of inclusion or exclusion from the provisions of the Collective Agreement of persons who may be hired, as the occasion arises.
- 1.5 There is a limited need for regular part-time and temporary part-time positions in classifications listed in Schedule "B". Except as required by the Oshawa Fire Department, part-time positions will be restricted to those which can only be filled on a part-time basis.

Any future hiring of part-time employees in position titles other than those listed will be the matter of discussion and agreement between the parties, without restricting the Corporation's right to fill the position or the Union's right to grieve.

DEPARTMENT

POSITION TITLE

Regular Part-time Positions

Fire	Unrestricted
Public Works - Traffic	Parking Attendant
Community Services - Recreation	Clerk "A" - Civic Dome
Community Services - Recreation	Clerk "A" - Donevan Complex
Community Services - Recreation	Clerk "A" - Harman Park Arena
Community Services - Recreation	Clerk "A" - Thornton Road
Oshawa Senior Citizens Centre	Clerk-Typist
Oshawa Senior Citizens Centre	Program Worker

Temporary Part-time Positions

Fire	Unrestricted
Treasury & Finance - Systems	Data Conversion Operator
Public Works - Construction	Ticket Taker
Community Services - Recreation	Facility Clerk - Civic Fields

ARTICLE 2 - CORPORATION RIGHTS

2.1 The Union agrees that the Corporation has the exclusive right to manage the affairs, to direct the forces and to hire, promote, demote, transfer, layoff, recall and to suspend, discipline or discharge employees with seniority for just cause.

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

ARTICLE 3 - UNION RECOGNITION AND SECURITY

3.1 The Corporation agrees to recognize the Union as the sole collective bargaining agent for all employees covered by this Agreement in respect to hours of work, salaries and working conditions.

3.2 All employees to whom this Agreement applies who are hired after April 23, 1979 and who have completed their probationary period shall become and remain members of the Union.

No employee shall lose his employment as a result of the denial of or loss of union membership except by reason of his failure to pay the regular union dues levied on members of the Union.

3.3 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 bi-weekly to the Secretary-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,

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

3.5 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.

3.6 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 - REPRESENTATION

- 4.1 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 4.2 The Union shall advise the Corporation of the personnel serving on these Committees and as Stewards. It is agreed that the number of Stewards from a department or floor shall be by mutual agreement. The Negotiating Committee shall consist of not more than four (4) employees.
- 4.3 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who shall have access to the Corporation's premises, on notification to the office of the Department Head and Director of Personnel, in order to investigate or assist in negotiations of a dispute,
- 4.4 The Corporation agrees without prejudice to the rights outlined in Article 2.1 to inform the Union immediately when disciplinary action in the form of suspension or discharge has been imposed on an employee. The Corporation will forward copies of disciplinary letters to the Union and further, no employee will be informed of dismissal or suspension unless the employee is accompanied by his Union representative, provided the employee requests such representation.
- 4.5 The Union acknowledges that Stewards, members of the Committees and Union Officers have regular duties to perform on behalf of the Corporation. Such persons shall not leave their regular duties without receiving permission from their Department Head or his representative, and such permission shall not be unreasonably withheld. When resuming their regular duties, they shall report to their Department Head or his representative, and shall give any reasonable explanation which may be requested with respect to their absence.
- 4.6 It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business and that in accordance with this understanding the Corporation shall not make any pay deduction from such employees for the time spent in handling grievances, and attending meetings of grievances up to and including Step 3.
- 4.7 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.
- 4.8 The Corporation will recognize up to two (2) Health and Safety Representatives appointed by the Union who will perform the duties of a Worker Health and Safety Representative as defined under The Occupational Health and Safety Act (1978). The Corporation and the Union shall co-operate in improving rules and practices to maintain standards of health and safety. Meetings will be held as scheduled or upon request of either party to deal with workplace hazards or other health and safety matters. The Union will endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

5.1 GRIEVANCE PROCEDURE

Differences or disputes arising between the Corporation, the employees or the Union, shall be considered as grievances and shall be dealt with in the following manner. All such grievances shall **be** submitted and answered in writing.

A grievance relating to the dismissal of a seniority employee may be initiated at Step 2 of the grievance procedure, within five (5) working days of the effective date.

In this Article, the term "working days" shall exclude Saturdays, Sundays and Paid Holidays.

Notification of acceptance or rejection of decisions under any of these steps shall be in writing to the other party within the time limits herein set forth.

No employee or group of employees other than the Grievance Committee shall take any grievance to the City Council or representatives thereof.

STEP 1

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

STEP 2

The Grievance Committee shall then take the matter up with the Department Head and the Director of Personnel or their designates. 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 (or at a date mutually agreed to) from the **date** of the **management's** decision at Step 2.

STEP 3

The City Council, or representative 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.

5.2

POLICY GRIEVANCE

Any Policy Grievance 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.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE (Continued)

5.3 JOB EVALUATION GRIEVANCE

If, after a meeting of the Joint Job Evaluation Committee, the parties fail to agree on the evaluation of the position, the Union may request the Corporation's final answer which shall **be** provided within ten (10) working days. Any grievance alleging the job is improperly described and/or evaluated under the provisions of the Job Evaluation Manual must be filed **by** the Union within twenty (20) working days of the Corporation's final answer.

Such grievance must state the reasons for the disagreement with the job description and/or the factor ratings with which the Union disagrees. The grievance shall also indicate what are, in the opinion of the Union, the correct rating levels, reasons for rating and numerical point values for the disputed factors.

The grievance shall be filed at Step Three (3) of the grievance procedure in the same manner as if the copy of the installed job description and rating was a Step **Two** (2) reply.

If the grievance proceeds to arbitration, the hearing shall be conducted under a chairperson experienced in job evaluation, and the arbitration board shall only use the criteria in the **Job** Evaluation Manual. The decision of the arbitration board shall be final and binding **OR** the parties.

5.4 ARBITRATION

Notification of intention to proceed to arbitration shall be given in writing to the City Council, or representatives thereof, prior to proceeding to arbitration and within fourteen (14) working days, or a time mutually agreed upon, of the decision rendered by the City Council or representatives thereof, under Step 3 of the grievance procedure.

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 provision for an existing provision,

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 chairperson. If, after negotiation *or* arbitration, it is established that an employee has been improperly disciplined or discharged, the employee shall **be** reinstated and consideration of the grievance shall include compensation for time lost if any.

No person may be appointed as a nominee **who** has been involved in an attempt to negotiate or settle the grievance.

ARTICLE 6 - SENIORITY

- 6.1 When a **new** employee is hired, such employee shall be on probation for a period of six (6) months active service. It is understood that during such probationary period, the employment of a probationary employee may be terminated by the Corporation at its discretion at any time. Subject to the foregoing an employee shall be subject to all other terms of the Collective Agreement during his probationary period. Employees retained past the six (6) months probationary period shall be placed on the regular staff and credited with seniority from the date first hired, subject to Article 6.3.
- 6.2 The Union shall be notified within five (5) working days of the effective date of every new appointment, resignation or layoff from any position within the Bargaining Unit,
- 6.3 (a) Seniority shall accrue when leave of absence of less than ninety-one (91) calendar days is granted under Article 8.1 and ~~€~~or leaves of absence granted under Articles 8.2, 8.5, 8.6, 8.7, and 8.8.
- (b) Seniority shall not accrue when leave of absence in excess of ninety (90) calendar days is granted under Articles 8.1, 8.3, and 8.4.
- (c) A seniority list as of January 1st and July 1st shall be filed with the Union and a copy **posted** on each floor, in any building in which members work, covering all employees within the bargaining unit. These lists will indicate name, position title and seniority date.
- 6.4 (a) **In** the event of a reduction in the **work** force of a department, layoff shall commence with the employee with the least amount of total seniority within the bargaining unit, within the position title affected.
- (b) Ability and qualifications being sufficient, any employee so laid off shall be permitted to use his total seniority to displace the employee with the least seniority in the same position title or failing that, the employee with the least seniority in the same salary level in a position title for which the displaced employee has sufficient ability and qualifications. **An** employee unsuccessful in obtaining a position in his own salary level shall repeat this process **in** the salary levels below.
- (c) Ability and qualifications being sufficient, any employee displaced as a result of a layoff shall use the same procedure as outlined in (b) to obtain a position.
- (d) An employee who elects to use his seniority shall receive the rate of **pay** for the position which he secures,
- (e) An employee shall not accrue seniority while on layoff.
- (f) In the event of recall, positions will be filled in the reverse manner to the layoff, providing ability and qualifications **are** sufficient.

ARTICLE 6 - SENIORITY (Continued)

6.5 Seniority shall be lost and employment terminated where an employee:

- (i) Voluntarily resigns.
- (ii) Is laid off and is not recalled to active employment within eighteen (18) calendar months, or one-half (1/2) of the employee's seniority at the time of lay-off, whichever is the lesser.
- (iii) Fails to return to work within ten (10) working days after notice to return has been sent to him by registered mail to his last address appearing on the Corporation's records.
- (iv) Is absent for three (3) consecutive working days without having been granted leave of absence in accordance with Article 8.1, unless a satisfactory reason is given.
- (v) Is discharged for cause and is not reinstated through the grievance procedure.
- (vi) Retires, which shall be on the last day of the month in which the employee attains age sixty-five (65), or an earlier age under the provisions of O.M.E.R.S.

6.6

TEMPORARY EMPLOYEES

- (a) (i) Temporary vacancies are those created by **peak work** loads, leave of absence, illness, vacation or temporary transfers and such vacancies or positions will exist for not more than a six (6) month period unless it is mutually agreed to a longer period by both parties. Such temporary vacancies may be filled by temporary employees during which time they shall be subject to the terms of this Agreement except in Article 6 - Seniority - 6.1, 6.3, 6.4, 6.5, Article 7 - Job Posting, Article 8 - Leave of Absence, Article 9.1 - Benefits for Regular Employees, Article 9.2 - Sick Leave, Article 9.3 - Retirement Income Plan, Article 10 - Vacations, Article 14 - Evaluation Committee, Article 20 - Service Bonus, Article 21 - Job Security, Temporary 40 hour positions may be assigned to 36 $\frac{1}{4}$ hour weeks at the discretion of the Corporation.
- (ii) Temporary employees hired due to the provisions of Article 8.4 may be hired two (2) weeks prior to the regular employee going on leave of absence to facilitate training, and such two (2) weeks shall be excluded from the six (6) month vacancy limit in this article.
- (iii) Temporary employees shall receive the rate of pay at which they are employed, for the full period of temporary employment.
- (iv) Students who are hired for seasonal projects in the Construction Division of the Public Works Department, shall receive a salary equivalent to seventy-five per cent (75%) of the starting salary of the position which they assume. In no case shall the salary paid fall below the starting rate for salary level 2, except for those positions which are in salary level 1.

ARTICLE 6 - SENIORITY (Continued)

6.6 TEMPORARY EMPLOYEES

- (b) Temporary employees will not be placed in a position of higher grade than a regular employee within the Section of the Department, if the regular employee is capable of performing the designated job.
- (c) Temporary employees shall not become regular employees until Article 7 of this Agreement has been complied with, however temporary employees will be given first consideration for regular positions if there are no successful applicants from the regular employees.
- (d) A temporary employee selected for a regular position will acquire seniority from the date of regular employment subject to Article 6.1 and Article 6.3.
- (e) Upon termination, temporary employees will be paid vacation pay in accordance with the Employment Standards Act.

ARTICLE 7 - JOB POSTING

7.1 Subject to the provisions of Article 7.4, when vacancies occur or new jobs created, these positions, except those in salary level 1, will be posted on a bulletin board accessible to all employees for a period of five (5) working days, during which time regular employees will have the opportunity to apply and be considered before temporary employees or outside applicants are considered.

All unsuccessful regular employee applicants will be notified by letter and will be given the name of the successful applicant, if any, not more than fifteen (15) days after the position has been filled or the decision has been made to consider outside applicants.

7.2 Seniority, qualifications, demonstrated skill and ability for the job will be the criteria used for selecting a person from the persons responding to the job posting. Where the qualifications, demonstrated skill and ability are relatively equal, and meet the requirements of the position, seniority shall govern.

If the vacancy is not filled by a regular employee through the posting process, applications will be considered from temporary employees and non-employees.

7.3 Successful applicants, provided they are regular employees will be paid at their new pay rate, upon commencing their new duties, or not more than four (4) weeks after accepting the offer of their new appointment.

7.4 Any employee who is no longer capable of performing the full required duties of his position by reason of disability, may be placed in a suitable position, if such a position is available, by the Director of Personnel without regard to the other provisions of this article, The rate of pay for such position will be as established for that classification in this Agreement. Local 251 shall be notified in advance of placements made under this Article.

ARTICLE 7 - JOB POSTING (Continued)

- 7.5 When vacancies occur or new jobs are created in salary level 1, the Corporation agrees to advise the membership of the vacancy by means of an information posting; however, the selection for such a position is excluded from the terms of the Collective Agreement.

ARTICLE 8 - LEAVE OF ABSENCE

- 8.1 Leave of absence, without pay or loss of accrued seniority, 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.

- 8.2 Leave of absence without pay or loss of seniority for attendance at Union activities, i.e. any official convention, school or seminar of the Union or affiliated organization, will be granted to not more than five (5) employees with a maximum of three (3) from one (1) department, and not to exceed one (1) from any section thereof for a period not to exceed fifteen (15) working days accumulative for each employee in any one (1) year.

The officers of the Local (i.e. President, Vice-president, Recording Secretary and Secretary-Treasurer) may exceed the fifteen (15) working days to a maximum of twenty (20) working days provided such leave of absence does not interfere with efficient operations.

The maximum time off granted under this Article shall not exceed a total of sixty (60) working days in any one (1) year.

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

8.4 MATERNITY LEAVE OF ABSENCE

- (a) A female employee who becomes pregnant and who has been employed at least twelve (12) months preceding the expected date of delivery, may make written application for up to six (6) months Maternity Leave of Absence without pay, loss of accrued seniority or job classification.

Such written application is to be accompanied by a doctor's certificate indicating the expected date of delivery.

- (b) This leave of absence is to start at any time during a period of three (3) months immediately preceding the expected date of delivery.

ARTICLE 8 - LEAVE OF ABSENCE (Continued)

8.4 MATERNITY LEAVE OF ABSENCE

- (c) The employee must return to work within six (6) months of the commencement of the leave of absence unless the agreement of the Corporation is obtained for an extension.

If there is any indication that the employee may require the above extension, it is the responsibility of the employee to give as much notice as possible as to the probability of requiring the extension.

Any request for extension will be considered only for medical reasons and must be accompanied by a valid certificate or recommendation from the employee's doctor.

- (d) The employee is to provide the Corporation with at least two (2) weeks written notice of the date of her return to work from Maternity Leave of Absence.

- (e) Sick leave credits will not accumulate during Maternity Leave of Absence.

- 8.5** An employee will be allowed up to five (5) days off with pay, upon prior approval wherever possible of the Department Head or his delegate, for the purpose of making arrangements for or attending the funeral of his spouse.

An employee will **be** allowed up to three (3) days off with pay, upon prior approval wherever possible of the Department Head or his delegate, for the purpose of making arrangements or attending the funeral, when a death occurs in the immediate family of the employee or his spouse.

Immediate family to mean Father, Mother, Sister, Brother, Son, Daughter, Grandparents, or a dependent relative living with the employee.

In the event such death occurs or the funeral is held at a distant point requiring extra travelling time, an employee may be granted **up** to two (2) additional days off with pay, subject to prior approval wherever possible of the Department Head or his delegate.

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

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

- 8.7** A Department **Head** may grant an employee leave of absence with **pay**, up to a maximum of one-half (1/2) day, if the employee is required to write an examination on a course approved **by** the Corporation, if due to the time, date and place of such examination, time off is necessary.

ARTICLE 8 - LEAVE OF ABSENCE (Continued)

- 8.8 When an emergency which is unforeseen and requires immediate attention occurs in an employee's family, or attending a funeral, an employee may be allowed up to one (1) day off with pay. It shall be the responsibility of the Department Head to authorize or withhold payment for such day off. Time off granted under the provisions of this paragraph will not be deducted from sick leave or other credits which an employee has accrued.
- 8.9 Employees, on approved leave of absence granted under the provisions of Articles 8.1 (in excess of one month), 8.3 and 8.4, who wish to continue their benefit coverage subject to the requirements of the Benefit Carrier, will be required to pay the total premium cost of such benefits monthly, in advance of the beginning of every month.

ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES

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

- 9.1 (a) Medical and hospital services as provided by the Health Insurance Act.
- (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. Optical Expense Benefit provides a maximum payment of seventy dollars (\$70.00) (eighty-five dollars (\$85.00) effective April 1, 1987), per insured in any twenty-four (24) month period.
- (d) (i) GROUP LIFE INSURANCE coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$70,000.00 (\$75,000.00 effective April 1, 1987; \$80,000.00 effective April 1, 1988).
- For employees retiring prior to September 1, 1986, at age sixty-five (65) coverage is reduced to fifteen hundred dollars (\$1,500.00) 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.
- (ii) ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$70,000.00 (\$75,000.00 effective April 1, 1987; \$80,000.00 effective April 1, 1988). Upon retirement, coverage is cancelled.

ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES (Continued)

- (e) Dental Plan - Basic - Effective June 1, 1985, coverage will be based on the 1985 Ontario Dental Association Suggested Fee Guide for Dental Practitioners. Effective July 1, 1987, based on the 1986 Fee Guide. Effective July 1, 1988, based on the 1987 Fee Guide.

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

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

Employees will be eligible for items (a), (b), (c), (d), and (e) after three (3) consecutive months of service.

- (f) Long Term Disability - The Corporation agrees to provide a Long Term Disability Plan for all eligible employees. This plan is subject to all the conditions as agreed by Local #251 C.U.P.E. and approved by City Council on February 4, 1974. Benefits begin on the expiration of sick leave or one hundred and eighty (180) days whichever is the longer. The maximum benefit per month shall be \$1,500.00 (\$1,600.00 effective July 1, 1986; \$1,700.00 effective January 1, 1988).

Employees will be eligible for coverage under item (f) after six (6) consecutive months of service.

- (g) 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	GROUP LIFE INSURANCE
LONG TERM DISABILITY	DENTAL PLAN

- (h) It is understood that the insured benefits described in this Article will not be reduced during the term of this Agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which will be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits shall be adjusted between the employee and the Insurance Company, **but** the employer will use its best efforts to assist the employee in dealing with the Insurance Company.

- (i) Each employee shall report any changes in marital status or increase or decrease in dependants 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.

ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES (Continued)

9.2 SICK LEAVE

- (a) The plan of sick leave and sick leave credits and gratuities established as of January 1, 1957 shall be continued for all full time regular employees.
- (b) All regular employees of the Corporation shall have placed to their credit, one and one-half (1 1/2) days sick leave for each full month of employment, but are not entitled to draw sick leave pay until they have accumulated three (3) months service with the Corporation.
- (c) On the first (1st) day of illness an employee shall report or cause to be reported such illness to his supervisor,
- (d) An employee who is absent from work for more than three (3) consecutive working days shall provide his immediate supervisor with a certificate from his personal physician within seven (7) days from the commencement of his sickness or upon return to work, whichever occurs first, reporting the duration or probable duration of the sickness with the first and most recent dates of attendance upon the employee, and the expected date of return to work,

Should the employee be unable to return to work on the date designated a similar certificate shall be supplied prior to the expected date of return indicated on the most recent certificate.
- (e) An employee making frequent use of his sick leave credits through short term absences may, at the discretion of the Department Head, be given notice in writing, with a copy to the Recording Secretary of the Union, that in future he may be required to produce a physician's statement to substantiate any period of absence.
- (f) Any employee who has been absent from work in excess of thirty (30) working days due to medical reasons, may, prior to returning to work, be required to provide the Corporation with a medical certificate certifying that he is capable of performing his duties.
- (g) Where an employee is absent on account of illness **and** his cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he was so absent.
- (h) An employee shall not be entitled to sick pay in advance of any credit he may earn in the current month; such credit becomes available only on and after the first day of the following month.
- (i) Whenever in any month an employee's days of illness exceed his cumulative sick pay credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be regarded as days of illness without pay.

ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES (Continued)

9.2 SICK LEAVE

- (j) When an employee is given leave of absence without pay under Articles 8.1, 8.3 and 8.4, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, etc., he shall not receive credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave.
- (k) The number of days or parts of days for which an employee received "sick pay" shall be deducted from his cumulative sick pay credit.
- (l) 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.
- (m) It is understood that sick leave pay is not applicable where leave of absence is granted under Article 8.4.
- (n) 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.
- (o) Where an employee who is injured in circumstances in which he might be entitled to compensation under the Workers' Compensation Act, elects instead to claim against the third person, **he** shall, as a condition of receiving sick pay benefits as hereinbefore provided, undertake in writing to reimburse the Corporation out of the proceeds of any settlement or judgement upon such claim the amount of money equivalent to the value of such sick pay benefits, **and** upon his having made such reimbursement, his accumulated sick pay credits shall be restored accordingly.
- (p) 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.
- (q) Effective June 8, 1986, a regular full time employee who is absent by reason of incapacity caused by an accident occurring while on duty and who is granted temporary total disability benefits from the Workers' Compensation Board may elect to receive the difference between the amount of such award and the employee's basic daily wage, to the extent of accumulated sick leave credits, which shall be charged at the rate of one-quarter (+) day for each day paid. Such payment will be authorized and continue except where:

ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES (Continued)

9.2 SICK LEAVE

- (q)
 - (i) the employee has not formally elected to claim compensation in cases where a third party is involved;
 - (ii) the Workers' Compensation Board ceases to authorize payment of temporary total disability benefits;
 - (iii) the employee is fit to return to work;
 - (iv) the Workers' Compensation Board awards a permanent total or permanent partial disability benefit;
 - (v) employment terminates; or,
 - (vi) the employee reaches normal retirement age under the pension plan.

- (r)
 - (i) Any regular employee hired prior to November 1, 1985 who has had at least two (2) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for one-half ($\frac{1}{2}$) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.

 - (ii) Any regular employee hired on or after November 1, 1985 who has had at least ten (10) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for one-quarter ($\frac{1}{4}$) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.

 - (iii) Any regular employee hired on or after November 1, 1985 who has had at least fifteen (15) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for three-eighths ($\frac{3}{8}$) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.

 - (iv) Any regular employee hired on or after November 1, 1985 who has had at least twenty (20) years continuous service shall upon termination of employment for any reason, be entitled to sick leave gratuity equal to the employee's salary at the time of such termination of service, for one-half ($\frac{1}{2}$) of the number of days of sick leave standing to the employee's credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time.

9.3 RETIREMENT INCOME PLAN

Ontario Municipal Employees' Retirement System Plan

- (a) All regular employees shall, as a condition of employment, become members of the O.M.E.R.S. plan. Contributions will be made in accordance with the terms of the plan, and payment and retirement will be subject to the provisions of the O.M.E.R.S. Act.

ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES (Continued)

9.3 RETIREMENT INCOME PLAN

Ontario Municipal Employees' Retirement System Plan

- (b) The Corporation agrees to enter into a Partial, Type 1 (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement Board effective January 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, 1978, integrated with the Canada Pension Plan. The Corporation agrees to contribute one hundred per cent (100%) of the cost.

9.4 Benefits for Temporary Employees

Medical and hospital services as provided by the Health Insurance Act.

Temporary employees will be eligible after three (3) consecutive months of service.

The Corporation agrees to assume one hundred **per** cent (100%) of the premium cost after three (3) consecutive months of service.

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

ARTICLE 10 - ANNUAL VACATION

- 10.1 The following vacations with full pay shall **be** allowed in each calendar year and must be taken in the calendar year.

- (a) in the first calendar year - One (1) day **per** month of service, up to a maximum of ten (10) days.
- (b) After completing 1 year of service - 2 weeks.
- (c) After completing 3 years of service - 2 weeks and 3 days.
- (d) After completing 5 years of service - 3 weeks.
- (e) After completing 9 years of service - 3 **weeks** and 3 days.
- (f) After completing 11 years of service - 4 weeks.
- (g) After completing 16 years of service - 4 weeks and 3 days.
- (h) After completing 20 years of service - 5 weeks.
- (i) After completing 28 years of service - 6 weeks.

Effective January 1, 1987, after completing 10 years of service, 4 weeks.
Effective January 1, 1988, after completing 19 years of service, 5 weeks.

- 10.2 An employee shall become entitled to increased annual vacation after January 1st in the year in which the third, fifth, ninth, eleventh (effective January 1, 1987, tenth), sixteenth, twentieth (effective January 1, 1988, nineteenth) and twenty-eighth anniversary **of** service falls. This does not apply in the year of termination unless the employee has actually reached his anniversary date of service.

ARTICLE 10 - ANNUAL VACATION (Continued)

- 10.3 (a) The service date for the purpose of this Article shall coincide with the seniority date as calculated in Article 6.3.
- (b) Leave of Absence in excess of ninety (90) calendar days will reduce the vacation entitlement on a pro rata basis.
- (c) Where an employee is absent from work for more than eight (8) continuous months as a result of illness or injury, his annual vacation entitlement as defined in Article 10.1 shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of eight (8) months.

10.4 The vacation or vacation pay in lieu of vacation, due to an employee in the year in which he terminates shall be in proportion to his service in that calendar year. Any overpayment resulting from the use of unearned vacation which is outstanding at the date of termination, shall be recovered. Vacation pay will be calculated at the appropriate percentage of gross pay. Percentage shall relate to vacation entitlement:

<u>ENTITLEMENT</u>	<u>% VACATION PAY</u>
2 weeks or less	4.0
2 weeks and 3 days	5.2
3 weeks	6.0
3 weeks and 3 days	7.2
4 weeks	8.0
4 weeks and 3 days	9.2
5 weeks	10.0
6 weeks	12.0

10.5 Provided a Vacation Pay Advance request form is submitted and approved at least fourteen (14) calendar days in advance of the last pay-day prior to an employee commencing his vacation, the employee will receive the pay due on any pay-day occurring during his vacation period.

10.6 If a **paid** holiday falls during an employee's vacation, he shall be granted an additional day's vacation at a time mutually agreed to between the Department Head or his delegate and the employee.

10.7 An employee who is admitted to hospital or confined to his residence as a result of illness or injury occurring immediately prior to his scheduled vacation shall have his vacation rescheduled. Eligibility shall require a medical certificate stating the inclusive dates the employee was unable to perform his duties, The provisions of Article 9.2 (c) and (d) shall apply.

10.8 If an employee falls ill or has an accident during his vacation period, he shall be allowed to utilize his unused sick leave credits, when approved, subject to the following procedure:

- (a) That within forty-eight (48) hours of the illness or accident occurring he shall report or cause to be reported such illness or accident to his supervisor.

ARTICLE 10 - ANNUAL VACATION (Continued)

- (b) That he substantiates his illness or accident by a medical certificate, The Corporation may, through the services of a designated physician verify the aforementioned certificate and/or require the returning employee to be re-examined.
- (c) Subject to points (a) and (b) being carried out to the Corporation's satisfaction, the employee may then substitute any unused sick leave credits for the vacation period during which time he was sick or injured.

ARTICLE 11 - PAID HOLIDAYS

11.1 Temporary employees who have completed three (3) consecutive 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.

- 11.2 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 holiday with pay 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.
- 11.3 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular straight time rate of pay.
- 11.4 In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence satisfactory to the Corporation.
- 11.5 An employee who is required to work on a day so designated as a paid holiday shall be paid at the rate of time and one-half for the time so worked, and in addition, shall be paid for a full day at his regular rate of pay, where applicable.
- 11.6 All employees assigned to operations other than the normal Monday to Friday day shifts, as spelled out in Article 16.1 (1), (2), (6) and (7), may be required to work on paid holidays and on weekends as part of their regular scheduled shifts and as such shall not be subject to the provisions of Article 11.2.

ARTICLE 11 - PAID HOLIDAYS (Continued)

- 11.7 If a paid holiday occurs on a day off for any employee, the employee shall receive straight time pay, as calculated in Article 11.3 or subject to the efficient operation of the Department, and mutual agreement between the employee and employer, another day off in lieu of such paid holiday.
- 11.8 An employee shall not be eligible for paid holiday pay if he fails to **work** on the holiday after having been scheduled to do so, except in cases of excused absence satisfactory to the Corporation and arranged before commencement of the shift.

ARTICLE 12 - BREAK PERIODS

- 12.1 The Corporation will allow break periods on the basis of one (1) fifteen (15) minute period for each half of the working day.

ARTICLE 13 - WAGE RATES AND CLASSIFICATIONS

- 13.1 The occupational classifications and the corresponding wage rates, set out in Schedules "B" and "C" attached to this Agreement, are hereby established as the classifications and wage rates for the employees covered by this Agreement.

- 13.2 The Job Evaluation System (adopted by both Parties in 1973 and subsequently amended and dated 1986 05 05) will be employed to determine the appropriate classification and salary level of positions hereafter evaluated. Because of the transitional stage in evaluating the positions listed in Schedule "A" to the revised structure shown in Schedule "B", and the need to simplify the job classification structure, it is recognized that the parties may, by mutual consent, modify any aspect of the job evaluation system that has been agreed to in order to bring about improvements in the implementation and maintenance of the system.

All revised or new job descriptions and those positions listed in Schedule "A", as the case may be, shall be classified by the Evaluation Committee in accordance with the Job Evaluation System. Minor changes to job descriptions such as identification details, name of Department or Division, reporting structure, qualifications other than education or changes made necessary for consistency with other job descriptions, will not require review and/or evaluation.

Job Evaluation Requests shall be considered in the order in which they come before the Joint Job Evaluation Committee. Evaluation requests for vacant positions under Article 14.2 shall take precedence.

- 13.3 Whenever the Corporation proposes to reclassify or revise any of the positions in Schedule "B" to this Agreement or to establish a position of a nature not already classified in this Agreement; or to declare redundant any of the said positions and thereby transfer any of the functions of the redundant position to other positions within the bargaining unit; the foregoing shall be done in accordance with the Job Evaluation Procedures as set out in Article 14 of this Agreement.

ARTICLE 13 - WAGE RATES AND CLASSIFICATIONS (Continued)

13.4 Employees in Salary Level One (1) and Two (2) shall receive the job rate or maximum for their job category and level within six (6) months, with increments at three (3) months and six (6) months from entering the job category and level.

Employees in Salary Level Three (3) to Twelve (12) shall receive the job rate or maximum for their job category and level within twelve (12) months, with increments at three (3) and twelve (12) months from entering the job category and level,

Employees in Salary Level Thirteen (13), Fourteen (14) and Senior Planner Level shall receive the job rate or maximum for their job category and level within twenty-four (24) months, with increments at six (6) months, twelve (12) months and twenty-four (24) months from entering the job category and level.

An employee progressing through the salary scale to maximum rate must be actively employed for the full period to reach the next increment. Paid absence, unpaid leave of absence of less than one (1) month and unpaid leave of absence under Article 8.2 will count as service for purposes of entitlement to incremental increases.

13.5 Rate changes within a Salary Level as outlined in **Article 13.4** shall be effective on the first day of the pay period following the actual date of change.

ARTICLE 14 - EVALUATION COMMITTEE

14.1 It is agreed that there will be an Evaluation Committee composed of one representative from the Personnel Department, the Evaluation Committee Chairman of the Union and his Assistant, and the Department Head or an appointee from his staff. The Local agrees to utilize an alternate on the Joint Job Evaluation Committee when a Committee member's position is being evaluated.

JOB EVALUATION PROCEDURES

14.2 Corporation Initiated

- (a) The Corporation shall prepare the proposed job description,
- (b) Where there is an incumbent in the **job** he shall be given a copy of the proposed job description and shall be given an opportunity to review and comment on the same.
- (c) The proposed job description shall be forwarded by the Director of Personnel to the Evaluation Committee.
- (d) Where the position is vacant, the Corporation may assign a temporary evaluation and salary level for the **job** and so notify the Evaluation Committee. The position shall be filled in accordance with Article 7.

ARTICLE 14 - EVALUATION COMMITTEE (Continued)

JOB EVALUATION PROCEDURE?

14.2

- (e) Within sixty (60) calendar days after receipt of the proposed job description, the Evaluation Committee shall meet to review and, where material change has occurred or is proposed, evaluate the job description and:
- (1) Where there is an incumbent:
- (i) and agreement is reached on the evaluation of the job description, the results shall be implemented on the Monday following the date the description was evaluated; or,
- (ii) no agreement is reached on the evaluation of the job description, the Corporation may implement its proposal. The Union may submit a **job** evaluation grievance.
- (2) Where the position is vacant:
- (i) and agreement is reached on the evaluation of the job description, the results shall be implemented retroactive to the date the position was occupied; or,
- (ii) no agreement is reached on the evaluation of the job description, the Union may submit a job evaluation grievance.
- (iii) Should the evaluation result in the placement of the position in a different salary level, then the original posting shall **be** cancelled and the position will be reposted.

14.3

Employee Initiated Union Job Evaluation

- (a) An employee, having occupied his position for a minimum of **six (6)** months since the date of last review, who feels there has been a material change in the duties or responsibilities of his position calling for a re-evaluation thereof, shall contact his Steward or a member of the Union Executive **and** obtain a Job Evaluation Request Form and copy of his present job description.
- (b) The employee shall complete the Job Evaluation Request Form and shall forward it along with the copy of his existing job description to the Union members of the Evaluation Committee.
- (c) The Union members of the Evaluation Committee shall meet with the employee who shall then complete a Job Analysis Form.
- (d) If the Union members of the Evaluation Committee agree that the **job** should be reviewed, a copy of the Job Analysis Form shall **be** forwarded to the Corporation members of the Evaluation Committee. If a new job description is prepared, the incumbent shall be given an opportunity to review and comment on the same.

ARTICLE 14 - EVALUATION COMMITTEE (Continued)

JOB EVALUATION PROCEDURES

14.3 Employee Initiated Union Job Evaluation

- (e) Within sixty (60) calendar days after receipt of the Job Analysis Form by the Corporation, the Evaluation Committee shall meet to review and/or evaluate the position.
- (f) Salary increases resulting from the evaluation shall be made effective to the date that the Corporation was in receipt of the Job Analysis Form.
- (g) If no agreement is reached on the evaluation of the **job**, the Union may submit a grievance in accordance with Article 5.3.

14.4 Integration of Job Evaluation Results with Schedule "B"

The job titles of the evaluated job descriptions shall be inserted into the appropriate position classification in Schedule "B".

14.5 nt . Descriptions

If a job is without an incumbent, and it is not intended that there will be an incumbent in the future, the Corporation shall declare the job description redundant and so notify the Union in writing.

The transfer of any of the functions of the redundant job description to another job description shall be dealt with under 14.2 or 14.3.

ARTICLE 15 - PAY PROCEDURES

15.1 Employees shall be paid bi-weekly.

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

ARTICLE 16 - HOURS OF WORK

16.1 The following shall be considered the normal hours of **work**. These normal hours shall be paid for at the rates shown in Schedule "C" as provided for in Article 13.

(1) 36 $\frac{1}{4}$ hours a week

All personnel excepting those listed in (2), (3), (4), (5), (6), (7), or (8):

Monday through Friday - 8:30 A.M. to 5:00 P.M., with one (1) hour and fifteen (15) minutes for lunch.

ARTICLE 16 - HOURS OF WORK (Continued)

16.1 (2) 40 hours a week

The Corporation may wish to fill any vacant regular 40 hour per week position on a $36\frac{1}{4}$ hour per week basis and in such event agrees to provide the Local prior notification of such change.

Monday through Friday - 8:00 A.M. to 5:00 P.M., with one (1) hour for lunch. All personnel presently working these hours.

(3) 40 hours a week

Parking Attendant, Meter Maintenance Attendant, Parking Operations Technician

Hours of work shall be as scheduled from time to time totalling 40 hours a week.

(4) Community Services Department - Arenas and Recreation Divisions
40 hours a week.

(a) The normal work day shall consist of eight (8) hours per day, with up to one (1) hour off for lunch and normal work week forty (40) hours per week within the employer's work week.

(b) Employer's work week for Arenas **and** Recreation Divisions shall **begin** at twelve (12:00) midnight Saturday, and end at twelve (12:00) midnight the following Saturday.

(c) Day, afternoon and evening shifts shall be as scheduled within the above work week.

Schedules shall be prepared on a bi-weekly basis and may be altered with regard to the efficient operation and program requirements of the Department and/or Division **by** mutual agreement between the employee and the Department Head.

(d) The first day of normal two days off shall be recognized as the employee's Saturday and the second day as his Sunday.

(5) Senior Citizens' Centre - $36\frac{1}{4}$ hours a week

Hours of work shall be scheduled from time to time, between the hours of 8:00 A.M. and 11:00 P.M., totalling $36\frac{1}{4}$ hours per **week**.

(6) Treasury & Finance Department - Purchasing Division - General Stores;
Public Works Department - Maintenance Division - Personnel located at
the Ritson Road Depot;
Community Services Department - Parks Section - Personnel located at the
Farewell Avenue Headquarters

Hours of work shall **be** scheduled from time to time between the hours of 7:30 A.M. and 5:00 P.M., Monday through Friday, totalling 40 hours per week.

ARTICLE 16 - HOURS OF WORK (Continued)

16.1 (7) Public Works Department - Construction Division - Survey Section

Monday through Friday - 8:00 A.M. to 4:30 P.M. - totalling 40 hours a week with one-half (1/2) hour for lunch.

(8) Treasury & Finance Department - Systems Division - Computer Operations Section

The hours of work shall be scheduled from time to time, to accommodate the operational requirements of the Section, between the hours of 6:00 A.M. and 12:00 midnight, totalling $7\frac{1}{4}$ hours per day and $36\frac{1}{4}$ hours per week. The duration of the lunch period will be flexible but in no case will be less than $\frac{3}{4}$ hour. No $7\frac{1}{4}$ hour shift will be spread over a period longer than $8\frac{1}{2}$ hours. Mutual agreement with the employee will be necessary when shifts other than the regular day shift are scheduled; such agreement applies only to employees in the section as of May 5, 1986.

16.2 SUMMER HOURS

The summer work schedule will operate during Daylight Saving Time and is applicable to personnel in Article 16.1 - (1), (2), and (7)

$36\frac{1}{4}$ hours a week

Monday through Friday - 8:15 A.M. to 4:30 P.M., with one (1) hour for lunch.

40 hours a week

Monday through Friday - 7:30 A.M. to 4:30 P.M., with one (1) hour for lunch except:

Public Works Department - Construction Division - Survey Section

Monday through Friday - 7:30 A.M. to 4:00 P.M. with one-half ($\frac{1}{2}$) hour for lunch.

Public Works Department - Traffic Engineering Division
Department of Planning and Development - Buildings Branch

Monday through Friday - 8:00 A.M. - 4:30 P.M. with one-half ($\frac{1}{2}$) hour for lunch.

ARTICLE 17 - OVERTIME

17.1 All time worked other than the normal day and week outlined in Article 16 will be considered overtime.

17.2 Overtime will be paid at one and one-half ($1\frac{1}{2}$) times the normal rate except for overtime on Sunday which will be paid at double the normal rate.

ARTICLE 17 - OVERTIME (Continued)

17.3 Whenever possible, overtime and call **back** time shall be distributed equitably among those employees who normally perform the work.

17.4 Regular employees within the Construction Division, Public Works Department, and those employees transferred into the Construction Division, may elect to take time off in lieu of payment for overtime.

No payment shall be made for overtime hours worked by an employee who elects to take time off in lieu of overtime worked, but such overtime will be accumulated at one and one-half ($1\frac{1}{2}$) times the actual hours worked. The accumulated overtime hours shall be taken as time off with pay during the non-construction season which is generally the winter months. The time off periods shall be as mutually agreed between the employee and the Department Head or his delegate.

No accumulation of overtime hours shall be carried beyond May 15 of any year. If, because of work load or project scheduling requirements, the 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 at the time of revocation or at May 15 (at which time all outstanding hours will be paid) will be paid as soon as possible after those times 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).

An employee with the approval of the Department Head or his delegate may elect to use accumulated time off in lieu of overtime to maintain the wage of a 40 hour week rate when assigned to areas with the $36\frac{1}{2}$ hour week.

17.5 All other regular employees covered by this Agreement may elect to take time off in lieu of payment for overtime worked, to a maximum of ten (10) working days.

No payment shall be made for overtime hours worked by an employee who elects to take time off in lieu of overtime worked, **but** such overtime will be accumulated at one and one-half ($1\frac{1}{2}$) times the actual hours worked. The accumulated overtime hours shall be taken as time off with pay as mutually **agreed** between the employee and the Department Head or his delegate.

No accumulation of overtime hours shall be carried beyond **six (6)** months. If, because of work **load** or scheduling requirements, the Department is unable to permit an employee to take sufficient time off to equal the accumulated overtime hours, payment for any accumulation of overtime hours remaining to an employee's credit past the **six (6)** months 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 18 - SHIFT PREMIUM

18.1 Effective May 12, 1985, a shift premium of fifty cents (**50¢**) per hour will be paid to all employees working on regularly scheduled rotating shifts for all hours worked if more than fifty per cent (50%) of the hours of the shift fall between 4:00 P.M. and 8:00 A.M. Effective start of the pay period following January 1, 1987, shift premium will be fifty-three cents (53¢) per hour. Effective start of the pay period following January 1, 1988, shift premium will be fifty-seven cents (57¢) per hour.

ARTICLE 19 CALL-OUT

19.1 Employees shall be paid a minimum of two (**2**) hours, at overtime rates for each call-out.

19.2 Additional or successive call-outs commencing and concluding within the two (2) hour period shall be regarded as part of the original call-out.

19.3 Continuous extension of a call-out beyond the two (2) hour period shall be paid for at overtime rates for the actual time worked.

19.4 Subsequent call-outs arising after the conclusion of a previous (or extended, if applicable), operation and after the employees shall have reached home shall be deemed to be a new call-out and be treated as set out in (1), (2) and (3) above.

ARTICLE 20 - SERVICE BONUS

20.1 A cash bonus will be paid on the pay day closest to December 10th each year to employees with long service. The service date for the purpose of this Article shall coincide with the seniority date as calculated in Article 6.3.

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

After 5, 6, 7, 8, 9 years of service	- \$ 52. annually
After 10, 11, 12, 13, 14 years of service	- \$104. annually
After 15, 16, 17, 18, 19 years of service	- \$156. annually
After 20, 21, 22, 23, 24 years of service	- \$208. annually
After 25 years or more of service	- \$260. annually

20.3 On severance or retirement an employee who is entitled to **long service pay** shall be paid on a **prorata** basis calculated from January 1 of the current year to the date of termination.

20.4 This article does not apply to employees hired on or after November 1, 1985.

20.5 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 January 1, 1986.

ARTICLE 21 - JOB SECURITY

- 21.1 The Management of the Corporation shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee is displaced from his job by technological change and/or the contracting out of work, the Corporation will take one or a combination of the following actions:
- (1) Relocate the employee in another job in his area of competency if such is available within the Corporation.
 - (2) If (1) is not possible, but a position is available for which the employee could be retrained, assume responsibility for the retraining of the employee.
 - (3) For employees within five (5) years of the retirement age, attempt to work out an early retirement arrangement that would be mutually acceptable to the employee and the Corporation.
 - (4) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide him with six (6) months' notice of termination and provide him with a separation settlement of two (2) weeks' salary per year of service.
 - (5) Should there be any introduction of new equipment and advanced training is necessary to meet technological changes that may take place within the classifications, the Corporation will extend such training to the employees in the classifications involved, provided they are trainable.

ARTICLE 22 - STRIKES AND LOCKOUTS

- 22.1 There shall be no strikes or lockouts, slowdown or stoppage of work either complete or partial during the term of this Agreement.

ARTICLE 23 - GENERAL

- 23.1 The Corporation agrees to maintain Errors and Omissions Insurance, subject to the terms and conditions of any governing master policy or statutory requirement.
- 23.2 The Car Allowance rates approved by City Council on 1983 12 05 will not be reduced during the term of this Agreement.
- 23.3 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, wherever the context so requires.

ARTICLE 24 - PART-TIME EMPLOYEES

- 24.1 Part-time employee shall mean a person in the employ of the Corporation and who is designated as a part-time employee. Part-time employees shall be subject to the provisions of the Collective Agreement except for Articles 6 (except 6.2), 7, 8, 9, 10, 11, 14, 16, 17, 20 and 21. The following will also apply to part-time employees:

ARTICLE 24 - PART-TIME EMPLOYEES (Continued)

- 24.2 Owing to the inherent nature of part-time employment and in the absence of a defined work schedule for part-time employees, it is expressly agreed that the scheduling or non-scheduling of work for any part-time employee shall be the sole prerogative of the Corporation.
- 24.3 Part-time employees shall be required to serve a probationary period of nine hundred and forty-five (945) hours of work from the time of hire. During the probationary period of employment, part-time employees shall not have recourse to grievance or arbitration as a result of disciplinary action or termination of employment.
- 24.4 Part-time employees shall be paid on a pro-rata basis according to the number of hours worked each day,
- 24.5 Regular part-time employees will be eligible for salary progression as specified in Article 13.4, based on hours of work in the position title. For the purpose of this Article 471 hours of work shall be regarded as 3 months; 945 hours of work as 6 months, 1413 hours of work as 9 months and 1885 hours of work as 12 months.
- 24.6 Part-time employees shall be paid at one and one-half ($1\frac{1}{2}$) times the calculated hourly rate for all hours worked in excess of the normal work day ($7\frac{1}{4}$ or 8 as the case may be) and/or week ($36\frac{1}{4}$ or 40 as the case may be).
- 24.7 Part-time employees will be eligible for the Paid Holidays listed in Article 11.1, calculated according to the provisions of the Employment Standards Act. Part-time employees shall receive vacation pay in accordance with the Employment Standards Act.

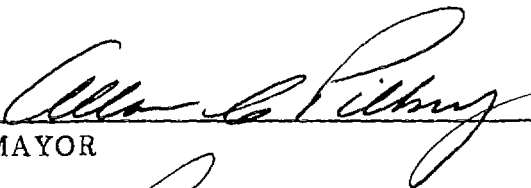
ARTICLE 25 - TERMINATION AND AMENDMENT

- 25.1 This Agreement shall be binding and remain in effect from the 1st day of November, 1985, until the 31st day of December, 1988 and shall continue from year to year thereafter unless either party gives' to the other party, notice in writing within the period of ninety (90) days prior to the expiry date of this Agreement that it desires termination or amendment.
- 25.2 Within forty-five (45) working days of receipt of such notice by one party, the other party **is** required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into **such** negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

IN WITNESS WHEREOF the Parties hereunto have set their corporate seals **by** the hands of their proper officers in that behalf on the **day** and year first written above.

DATED AT OSHAWA, ONTARIO, THIS THE ...~~21st~~... **DAY** OF ...~~August~~..., 1986.

THE CORPORATION OF THE
CITY OF OSHAWA


MAYOR


CITY CLERK

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 251


PRESIDENT


RECORDING SECRETARY


C.U.P.E. NATIONAL REPRESENTATIVE



THE CORPORATION OF THE CITY OF OSHAWA

PERSONNEL DEPARTMENT
50 CENTRE STREET SOUTH
OSHAWA, ONTARIO, CANADA L1H 3Z7
TELEPHONE (416) 725-7351

LETTER OF UNDERSTANDING

June 30, 1986

Mr. Sig Nitschke, Chairman
Negotiating Committee
CUPE #251

Dear Mr. Nitschke:

In the Memorandum of Settlement dated May 1, 1986, the parties agreed to record the following in a Letter of Understanding.

1. Notwithstanding the provisions of Article 1.2, the Corporation may employ **up** to a maximum of eight (8) persons, during the summer season only, in excess of the twenty-four (24) hours per week maximum and if so employed those persons would remain exempt from the provisions of the Agreement. This applies only to the positions of Day Camp Director, Summer Playground Supervisor and Aquatic Unit Supervisor.
2. The Union agrees that temporary and part-time positions shall not be evaluated under the Job Evaluation System. Wherever possible, the Corporation agrees to utilize the position titles listed in Schedule "B" and in any event, agrees to pay temporary and part-time employees at least the minimum rate as calculated from Schedule "C". In consideration of this, the Union undertakes that no policy grievances will be submitted with respect to Article 6.6 (b).
3. Persons employed for a term of one (1) week or less to conduct field surveys of traffic and parking facilities shall not be subject to the hours of work and overtime provisions of the Collective Agreement.
4. Effective June 1, 1985, Construction Inspectors and Field Clerks who are eligible for car allowance under Plan 3 of City Council policy of 1983 12 05 will be reimbursed 50% of the monthly allowance for vehicle use of 1 to 5 days **of** the month and 100% of the monthly allowance for vehicle use of more than 5 days of the month, It is understood that a pool car will be used for any occasional vehicle use during the off season.
5. The Union recognizes that the issue of red circling under Rule 11 of the Job Evaluation Manual was an important issue in these negotiations. The parties therefore agree to jointly study the matter.

The Joint Job Evaluation Committee will undertake this responsibility with a view to achieving resolution during the term of this Agreement.

Should this issue not be resolved during the term of this Agreement the parties recognize that it will form an important part of the next round of bargaining.

This Letter of Understanding expires on December 31, 1988.

Yours truly,

SCHEDULE "A"

TO THE COLLECTIVE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

POSITIONS WHICH HAVE NOT BEEN EVALUATED UNDER PRESENT JOB EVALUATION

(i.e. NOT EVALUATED AFTER FEBRUARY 19,1973)

<u>DEPARTMENT</u>	<u>OLD SYSTEM CONTRACT TITLE</u>	<u>PRESENT WORKING TITLE</u>	<u>HOURS PER WEEK</u>	<u>OLD SYSTEM SALARY GRADE</u>	<u>BI-WEEKLY WAGE RATES NOV. 1/85</u>	<u>BI-WEEKLY WAGE RATES JAN. 1/87</u>	<u>BI-WEEKLY WAGE RATES JAM. 1/88</u>
City & Finance - Purch.	Admin. Clerk #1	Mail & Duplicating Clerk	36 $\frac{1}{4}$	A	\$ 734.43	\$ 763.81	\$ 794.36
City & Finance - Systems	Admin. Officer #3	Systems Analyst	36 $\frac{1}{4}$	M	\$1,325.19	\$1,378.20	\$1,433.33
	N/A	Clerk-Stenographer "B"	36 $\frac{1}{4}$	N/A	\$ 888.40	\$ 923.94	\$ 960.90
	N/A	Clerk "B"	36 $\frac{1}{4}$	N/A	\$ 805.68	\$ 837.91	\$ 871.43
Administration	Clerk-Stenographer #1	Clerk-Stenographer #1	36 $\frac{1}{4}$	C	\$ 805.68	\$ 837.91	\$ 871.43
Administration	Draftsman #10	Program & Systems Co-ord.	36 $\frac{1}{4}$	N	\$1,403.25	\$1,459.38	\$1,517.76
Engineering	Draftsman #8	Engineering Technologist	36 $\frac{1}{4}$	L	\$1,252.95	\$1,303.07	\$1,355.19
Engineering	Draftsman #8	Technical Serv. Technician	36 $\frac{1}{4}$	L	\$1,252.95	\$1,303.07	\$1,355.19
Traffic	Technician #9	Asst. Traffic Co-ordinator	40	N	\$1,548.42	\$1,610.36	\$1,674.77
Construction	Tech. Inspector #7	Chief Const. Inspector	40	N	\$1,548.42	\$1,610.36	\$1,674.77
Community Services - Admin.	Secretary #1	Secretary #1	36 $\frac{1}{4}$	F	\$ 932.76	\$ 970.07	\$1,008.87

SCHEDULE "B"

TO THE COLLECTIVE AGREEMENT BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

OCCUPATIONAL CLASSIFICATIONS

POSITIONS EVALUATED AFTER FEBRUARY 19, 1973

<u>SALARY LEVEL</u>	<u>POSITION TITLES</u>	<u>HOURS PER WEEK</u>
1	Clerk "A" Clerk-Typist Parking Attendant	36 $\frac{1}{4}$, 40 36 $\frac{1}{4}$ 40
2	Rodman/woman	40
3	Clerk "B" Clerk-Stenographer "A" Data Conversion Operator Switchboard Operator/Receptionist	36 $\frac{1}{4}$, 40 36 $\frac{1}{4}$, 40 36 $\frac{1}{4}$ 36 $\frac{1}{4}$
4	Meter Maintenance Attendant Program Assistant Recreation Supervisor "A" Technical Services Technician "A"	40 36 $\frac{1}{4}$ 40 36 $\frac{1}{4}$
5	Clerk "C" Clerk-Stenographer "B" Computer Operator Junior Draftsman/woman	36 $\frac{1}{4}$, 40 36 $\frac{1}{4}$ 36 $\frac{1}{4}$ 36 $\frac{1}{4}$
6	Aquatics Supervisor Automotive Partsman/woman Development Engineering Technician "A" Estimating Technician "A" Information Systems Technician "A" Program Supervisor	40 40 36 $\frac{1}{4}$ 36 $\frac{1}{4}$ 36 $\frac{1}{4}$ 40
7	Clerk "D" Instrumentman/woman Intermediate Computer Programmer Maintenance Technician "A" Parking Operations Technician Permit Clerk Sport & Fitness Programmer Sport & Fitness Supervisor Technical Services Technician "B"	36 $\frac{1}{4}$, 40 40 36 $\frac{1}{4}$ 36 $\frac{1}{4}$ 40 36 $\frac{1}{4}$ 40 40 36 $\frac{1}{4}$

SCHEDULE "B"

TO THE COLLECTIVE AGREEMENT BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

OCCUPATIONAL CLASSIFICATIONS

POSITIONS EVALUATED AFTER FEBRUARY 19, 1973

<u>SALARY LEVEL</u>	<u>POSITION TITLES</u>	<u>HOURS PER WEEK</u>
8	Buyer	36 $\frac{1}{4}$
	Capital Cost Technician	36 $\frac{1}{4}$
	Community Program Supervisor	40
	Construction Technician	40
	Information Systems Technician "B"	36 $\frac{1}{4}$
	Intermediate Draftsman/woman	36 $\frac{1}{4}$
	Planning Technician	36 $\frac{1}{4}$
	Recreation Supervisor "C"	40
	Traffic Analyst "A"	40
	Traffic Operations Technician	40
	Zoning Inspector	40
9	Administrative Officer "A"	36 $\frac{1}{4}$
	Construction Inspector	40
	Finance Officer "A"	36 $\frac{1}{4}$
	Planning Assistant	36 $\frac{1}{4}$
	Property Standards Officer	36 $\frac{1}{4}$
	Senior Aquatics Supervisor	40
	Senior Community Program Supervisor	40
	Senior Program Supervisor	40
	Senior Sport & Fitness Supervisor	40
10	Building Inspector "A"	36 $\frac{1}{4}$, 40
	Computer Programmer	36 $\frac{1}{4}$
	Development Engineering Technician "B"	36 $\frac{1}{4}$
	Estimating Technician "B"	36 $\frac{1}{4}$
	Facility Development Technician	36 $\frac{1}{4}$
	Maintenance Technician "B"	40
	Materials Inspector	40
	Party Chief	40
	Planner "A"	36 $\frac{1}{4}$
	Plumbing Inspector	40
	Senior Draftsman/woman	36 $\frac{1}{4}$
	Senior Zoning Inspector	40
	Subdivision Accounts Clerk	36 $\frac{1}{4}$
Traffic Analyst "B"	40	

SCHEDULE "B"
TO THE COLLECTIVE AGREEMENT BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251
OCCUPATIONAL CLASSIFICATIONS
POSITIONS EVALUATED AFTER FEBRUARY 19, 1973

<u>SALARY LEVEL</u>	<u>POSITION TITLES</u>	<u>HOURS PER WEEK</u>
11	Administrative Officer "B"	40
	Building Inspector "B"	36 $\frac{1}{4}$,
	Contract Technician	36 $\frac{1}{4}$
	EDP Operations Supervisor	36 $\frac{1}{4}$
	Finance Officer "B"	36 $\frac{1}{4}$
	Financial Services Analyst "A"	36 $\frac{1}{4}$
	Senior Buyer	36 $\frac{1}{4}$
	Senior Construction Inspector	40
	Senior Property Standards Officer	40
	Technical Services Division Head	36 $\frac{1}{4}$
12	Administrative Officer "C"	36 $\frac{1}{4}$
	Chief Materials Inspector	40
	Estimating Supervisor	36 $\frac{1}{4}$
	Finance Officer "C"	36 $\frac{1}{4}$
	Planner "B"	36 $\frac{1}{4}$
	Senior Plumbing Inspector	40
13	Financial Analyst	36 $\frac{1}{4}$
	Financial Services Analyst "B"	36 $\frac{1}{4}$
	Project Supervisor	40
	Systems Analyst	36 $\frac{1}{4}$
	Traffic Operations Supervisor	40
14	Budget Analysis & Control Officer	36 $\frac{1}{4}$
	Chief Surveyor	40
	Development Engineering Supervisor	36 $\frac{1}{4}$
	Head - Building Inspection Division	36 $\frac{1}{4}$
	Senior Planner	36 $\frac{1}{4}$

SCHEDULE "C"

TO THE COLLECTIVE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

NOVEMBER 1, 1985 WAGE RATES

SALARY LEVEL		<u>36 1/4 HOUR WEEK</u> <u>APPROX.</u>		<u>40 HOUR WEEK</u> <u>APPROX.</u>	
		<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
1	Start	633.34	16,467.	698.86	18,170.
	3 Months	665.09	17,292.	733.89	19,081.
	6 Months	698.28	18,155.	770.52	20,034.
2	Start	694.12	18,047.	765.93	19,914.
	3 Months	739.44	19,983.	806.83	20,958.
3	Start	727.19	18,907.	802.42	20,863.
	12 Months	765.68	19,902.	849.07	21,965.
4	Start	763.66	19,855.	842.66	21,909.
	12 Months	802.71	20,996.	888.54	23,053.
5	Start	801.81	20,847.	884.76	23,004.
	12 Months	844.08	21,946.	930.40	24,238.
6	Start	841.79	21,887.	928.87	24,151.
	12 Months	882.76	23,043.	1,029.94	26,706.
7	Start	883.97	22,983.	975.42	25,361.
	3 Months	930.62	24,196.	1,026.89	26,699.
	12 Months	979.45	25,466.	1,080.77	28,100.
8	Start	938.10	24,391.	1,035.15	26,914.
	12 Months	1,039.44	27,027.	1,140.00	29,823.

The bi-weekly rates shall be the recognized rates of pay; approximate annual rates are shown for reference only.

SCHEDULE "C"

TO THE COLLECTIVE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

NOVEMBER 1, 1985 WAGE RATES

SALARY LEVEL		<u>36 1/4 HOUR WEEK</u>		<u>40 HOUR WEEK</u>	
		<u>BI-WEEKLY</u>	<u>APPROX. ANNUAL</u>	<u>BI-WEEKLY</u>	<u>APPROX. ANNUAL</u>
9	Start	974.90	25,347.	1,075.75	27,970.
	3 Months	1,026.18	26,681.	1,132.34	29,441.
	12 Months	1,080.06	28,082.	1,191.79	30,987.
10	Start	1,020.88	26,543.	1,126.49	29,289.
	3 Months	1,074.67	27,941.	1,185.84	30,832.
	12 Months	1,131.15	29,410.	1,248.17	32,452.
11	Start	1,074.54	27,938.	1,185.70	30,828.
	3 Months	1,131.02	29,407.	1,248.02	32,449.
	12 Months	1,190.60	30,956.	1,313.77	34,158.
12	Start	1,096.32	28,504.	1,209.73	31,453.
	3 Months	1,165.24	30,296.	1,285.78	33,430.
	12 Months	1,252.95	32,577.	1,382.57	35,947.
13	Start	1,126.37	29,286.	1,242.89	32,315.
	6 Months	1,192.64	31,009.	1,316.02	34,217.
	12 Months	1,258.91	32,732.	1,389.14	36,118.
	24 Months	1,325.19	34,455.	1,462.28	38,019.
14	Start	1,192.76	31,012.	1,316.15	34,220.
	6 Months	1,262.96	32,837.	1,393.61	36,234.
	12 Months	1,333.10	34,661.	1,471.01	38,246.
	24 Months	1,403.25	36,485.	1,548.42	40,259.
Sr. Planner	Start	1,373.25	35,705.		
	6 Months	1,454.04	37,805.		
	12 Months	1,534.80	39,905.		
	24 Months	1,615.58	42,005.		

The bi-weekly rates shall be the recognized rates of pay;
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SCHEDULE "C"

TO THE COLLECTIVE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

JANUARY 1, 1987 WAGE RATES

<u>SALARY LEVEL</u>		<u>36 1/4 HOUR WEEK</u>		<u>40 HOUR WEEK</u>	
		<u>BI-WEEKLY</u>	<u>APPROX. ANNUAL</u>	<u>BI-WEEKLY</u>	<u>APPROX. ANNUAL</u>
1	Start	633.34	16,467.	698.86	18,170.
	3 Months	691.69	11,984.	763.25	19,845.
	6 Months	726.21	18,881.	801.34	20,835.
2	Start	694.12	18,047.	765.93	19,914.
	3 Months	759.47	19,746.	838.04	21,789.
	6 Months	798.14	20,752.	880.71	22,898.
3	Start	727.19	18,907.	802.42	20,863.
	3 Months	796.10	20,699.	878.46	22,840.
	12 Months	837.91	21,786.	924.59	24,039.
4	Start	794.21	20,649.	876.37	22,786.
	3 Months	835.86	21,732.	922.33	23,981.
	12 Months	879.86	22,876.	970.88	25,243.
5	Start	833.88	21,681.	920.14	23,924.
	3 Months	877.85	22,824.	968.66	25,185.
	12 Months	923.94	24,022.	1,019.52	26,508.
6	Start	875.46	22,762.	966.03	25,117.
	3 Months	921.71	23,964.	1,017.06	26,444.
	12 Months	970.07	25,222.	1,070.42	27,831.
7	Start	919.33	23,903.	1,014.43	26,375.
	3 Months	967.84	25,164.	1,067.96	21,767.
	12 Months	1,018.63	26,484	1,124.01	29,224.
8	Start	975.62	25,366.	1,076.55	27,990.
	3 Months	1,026.94	26,700.	1,133.18	29,463.
	12 Months	1,081.09	28,108.	1,192.93	31,016.

The bi-weekly rates shall be the recognized rates of pay;
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SCHEDULE "C"

TO THE COLLECTIVE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

JANUARY 1, 1987 WAGE RATES

<u>SALARY</u> <u>LEVEL</u>		<u>36 1/4 HOUR WEEK</u>		<u>40 HOUR WEEK</u>	
		<u>BI-WEEKLY</u>	<u>APPROX.</u> <u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>APPROX.</u> <u>ANNUAL</u>
9	Start	1,013.90	26,361.	1,118.79	29,089.
	3 Months	1,067.23	27,748.	1,177.63	30,618.
	12 Months	1,123.26	29,205.	1,239.46	32,226.
10	Start	1,061.72	27,605.	1,171.55.	30,460.
	3 Months	1,117.66	29,059.	1,233.28	32,065.
	12 Months	1,176.40	30,586.	1,298.10	33,751.
11	Start	1,117.52	29,056.	1,233.13	32,061.
	3 Months	1,176.26	30,583.	1,297.94	33,746.
	12 Months	1,238.22	32,194.	1,366.31	35,524.
12	Start	1,140.17	29,644.	1,258.12	32,711.
	3 Months	1,211.85	31,508.	1,337.22	34,768.
	12 Months	1,303.07	33,880.	1,437.87	37,385.
13	Start	1,171.42	30,457.	1,292.60	33,608.
	6 Months	1,240.35	32,249.	1,368.66	35,585.
	12 Months	1,309.27	34,041.	1,444.71	37,562.
	24 Months	1,378.20	35,833.	1,520.77	39,540.
14	Start	1,240.47	32,252.	1,368.80	35,589.
	6 Months	1,313.48	34,150.	1,449.36	37,683.
	12 Months	1,386.42	36,047.	1,529.85	39,776.
	24 Months	1,459.38	37,944.	1,610.35	41,869.
Sr. Planner	Start	1,428.18	37,133.		
	6 Months	1,512.20	39,317.		
	12 Months	1,596.19	41,501.		
	24 Months	1,680.20	43,685.		

The bi-weekly rates shall be the recognized rates of pay;
approximate annual rates are **shown** for reference **only**.

SCHEDULE "C"
TO THE COLLECTIVE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251
JANUARY 1, 1988 WAGE RATES

<u>SALARY</u> <u>LEVEL</u>		<u>36 1/4 HOUR WEEK</u>		<u>40 HOUR WEEK</u>	
		<u>BI-WEEKLY</u>	<u>APPROX.</u> <u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>APPROX.</u> <u>ANNUAL</u>
1	Start	639.67	16,631.	705.84	18,352.
	3 Months	719.36	18,703.	793.78	20,638.
	6 Months	755.26	19,637.	833.39	21,668.
2	Start	701.06	18,228.	773.58	20,113.
	3 Months	789.85	20,536.	871.56	22,661.
	6 Months	830.07	21,582.	915.94	23,814.
3	Start	734.46	19,096.	810.44	21,071.
	3 Months	827.94	21,526.	913.59	23,753.
	12 Months	871.43	22,657.	961.58	25,001.
4	Start	825.98	21,475.	911.43	23,697.
	3 Months	869.29	22,602.	959.22	24,940.
	12 Months	915.05	23,791.	1,009.71	26,252.
5	Start	867.24	22,548.	956.96	24,881.
	3 Months	912.96	23,737.	1,007.41	26,193.
	12 Months	960.90	24,983.	1,060.31	27,568.
6	Start	910.48	23,672.	1,004.67	26,121.
	3 Months	958.58	24,923.	1,057.75	27,502.
	12 Months	1,008.87	26,231.	1,113.24	28,944.
7	Start	956.10	24,859.	1,055.01	27,430.
	3 Months	1,006.55	26,170.	1,110.68	28,878.
	12 Months	1,059.38	27,544.	1,168.97	30,393.
8	Start	1,014.64	26,381.	1,119.60	29,110.
	3 Months	1,068.02	27,769.	1,178.51	30,641.
	12 Months	1,124.33	29,233.	1,240.64	32,257.
9	Start	1,054.46	27,416.	1,163.54	30,252.
	3 Months	1,109.92	28,858.	1,224.74	31,843.
	12 Months	1,168.19	30,373.	1,289.04	33,515.
10	Start	1,104.19	28,709.	1,218.42	31,679.
	3 Months	1,162.37	30,222.	1,282.62	33,348.
	12 Months	1,223.46	31,810.	1,350.03	35,101.

The bi-weekly rates shall be the recognized rates of pay; approximate annual rates are shown for reference only.

SCHEDULE "C"

TO THE COLLECTIVE AGREEMENT BETWEEN THE

CORPORATION OF THE CITY OF OSHAWA AND C.U.P.E. LOCAL #251

JANUARY 1, 1988 WAGE RATES

SALARY LEVEL		<u>36 1/4 HOUR WEEK</u>		<u>40 HOUR WEEK</u>	
		<u>RI-WEEKLY</u>	<u>APPROX. ANNUAL</u>	<u>BI-WEEKLY</u>	<u>APPROX. ANNUAL</u>
11	Start	1,162.22	30,218.	1,282.45	33,344.
	3 Months	1,223.31	31,806.	1,349.86	35,096.
	12 Months	1,287.75	33,482.	1,420.97	36,945.
12	Start	1,185.78	30,830.	1,308.45	34,020.
	3 Months	1,260.32	32,768.	1,390.70	36,158.
	12 Months	1,355.19	35,235.	1,495.38	38,880.
13	Start	1,218.28	31,675.	1,344.31	34,952.
	6 Months	1,289.96	33,539.	1,423.41	37,009.
	12 Months	1,361.64	35,403.	1,502.50	39,065.
	24 Months	1,433.33	37,267.	1,581.61	41,122.
14	Start	1,290.09	33,542.	1,423.55	37,012.
	6 Months	1,366.02	35,517.	1,507.33	39,191.
	12 Months	1,441.88	37,489.	1,591.04	41,367.
	24 Months	1,517.76	39,462.	1,674.77	43,544.
Sr. Planner	Start	1,485.31	38,618.		
	6 Months	1,572.69	40,890.		
	12 Months	1,660.04	43,161.		
	24 Months	1,747.41	45,433.		

The bi-weekly rates shall be the recognized rates of pay; approximate annual rates are shown for reference only.

COST OF LIVING ALLOWANCE

Effective the start of the pay period following the release of the Statistics Canada, Consumer Price Index for Canada, **Time** base 1981 (all items) (C.P.I.) for November 1988 the bi-weekly wage rates in Schedules A and C will be increased **by** the amount that the November 1988 C.P.I. exceeds the November 1987 C.P.I., minus the January 1, 1988 percentage increase (4.0%).