

**COLLECTIVE AGREEMENT**

between

**THE CORPORATION OF THE CITY OF OSHAWA**

hereinafter called "The Corporation" of the first part,

and

SOURCE	City		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	SFC		

Article #	Article	Page #
1	Purpose and Coverage	1
2	Corporation Rights	2
3	Union Recognition and Security	3
4	Representation	4
5	Grievance and Arbitration Procedure	5
6	Seniority	8
7	Job Posting	12
8	Leave of Absence	13
9	Benefits for Regular Employees	16
10	Annual Vacation	25
11	Paid Holidays	27
12	Break Periods	28
13	Wage Rates and Classifications	28
14	Joint Job Evaluation Committee	29
15	Pay Procedures	32
16	Hours of Work	32
17	Overtime	35
18	Shift Premium	36
19	Call-Out	36
20	Service Bonus	37
21	Job Security	37
23	General	38
24	Part-Time Employees	38
25	Seasonal Transfers	39
26	Termination and Amendment	40
	Letter of Understanding	42
	Schedule "A" - Occupational Classifications	45
	Schedule "B" - Wage Rates	48
	Memorandum of Agreement re: Job Evaluation Referees	52
	Memorandum of Agreement re: Hours of Work - Economic Development Department	53
	Memorandum of Settlement re: Social Contract Act - Wage Increase	54

**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 251**  
hereinafter called "*The Union*" of the second part,

**ARTICLE 1 - PURPOSE AND COVERAGE**

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

**1.02** 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 Co-ordinator, Secretary to the Mayor, Staff of the Office of the City Manager, Secretary to the Executive Committee, Personnel Services Branch Staff, Director of Legal Services, Solicitor, Director of Budget Services, Director -Treasury & Fiscal Services, **Manager-Fiscal Services, Tax Collector, Manager-Systems Development, Director-Financial Analysis & Audit Services, Resources Manager, Engineering Services Manager, Road Design Manager, Sewer and Structure Design Manager, Traffic Co-ordinator, Construction Manager, Maintenance Supervisor, Assistant Maintenance Supervisor, Fleet Supervisor, Security Watchmen/women, Adult & Rover Crossing Guards, Manager-Facilities Maintenance Section, Assistant Managers-Facilities Maintenance, Animal Services Manager, Airport Manager, Parks Manager, Assistant Director-Operations Section, Co-ordinators of Recreation, Assistant Director-Civic Auditorium Complex & Arenas Section, Manager of Maintenance-Civic Auditorium Complex, Facility Managers, Manager-Donevan Recreation Complex & Harman Park Arena, Manager-Programs and Special Events, Community Improvement & Housing Co-ordinator, Manager-Administration Branch, Manager-Planning Branch, Manager-Buildings Branch, Manager-Real Estate & Business Development, Head-Policy Planning Division, Head-Development Planning Division, Zoning Administrator, Program Director-Senior Citizens Centre, Persons employed not more 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 "A" 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 "A" 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.**

**ARTICLE 1 - PURPOSE AND COVERAGE (continued)**

- 1.03 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.
- 1.04 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.
- 1.05 There is a limited need for regular part-time and temporary part-time positions in classifications listed in Schedule "A". Except as required by the Oshawa Fire Services, 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	
Community Services - Fire Services	Unrestricted
Public Works Services - Traffic	Parking Attendant
Community Services - Recreation	Senior Clerk "B" (Civic Dome)
Community Services - Recreation	Senior Clerk "A" (Donevan Complex)
Community Services - Recreation	Senior Clerk "A" (Harman Park Arena)
Community Services - Recreation	Clerk "A" (Northview)
Community Services - Recreation	Senior Clerk "A" (Thornton Road)
Oshawa Senior Citizens Centre	Clerk-Typist
Oshawa Senior Citizens Centre	Program Worker
Temporary Part-time Positions	
Community Services - Fire Services	Unrestricted
Corporate Services	
Information Management Services	Data Conversion Operator
Public Works Services - Construction	Ticket Taker
Community Services - Recreation	Facility Clerk (Civic Fields)

**ARTICLE 2 - CORPORATION RIGHTS**

- 2.01 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.

**ARTICLE 2 - CORPORATION RIGHTS (continued)**

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

**ARTICLE 3 - UNION RECOGNITION AND SECURITY**

3.01 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.

3.02 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/her employment as a result of the denial of or loss of union membership except by reason of his/her failure to **pay** the regular union dues levied on members of the Union.

3.03 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 and their bi-weekly gross pay 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.

3.04 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.

3.05 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.

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

- 3.06** All correspondence directed to the Union shall be sent to the Union's Recording Secretary with a copy to the Union President and it shall be the responsibility of the Union to notify the Corporation accordingly.

**ARTICLE 4 - REPRESENTATION**

- 4.01** The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 4.02** 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.
- 4.03** 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 Services, in order to investigate or assist in negotiations of a dispute.
- 4.04** The Corporation agrees without prejudice to the rights outlined in Article 2.01 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/her Union representative, provided the employee requests such representation.
- 4.05** 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/her representative, and such permission shall not be unreasonably withheld. When resuming their regular duties, they shall report to their Department Head or his/her representative, and shall give any reasonable explanation which may be requested with respect to their absence,
- 4.06** It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business and that in accordance with this 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.

**ARTICLE 4 - REPRESENTATION** (continued)

- 4.07** 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.
- 4.08** 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.

**ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE**

**5.01 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.

**ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE (continued)**

**5.01 Grievance Procedure (continued)**

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/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 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 Services 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.

**5.02 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)***5.03** Job Evaluation Grievance

If, after a meeting of the Joint Job Evaluation Committee (JJEC), 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.

The final answer shall indicate what are, in the opinion of the Corporation, the correct Job Information Questionnaire (JIQ), factor grades, numerical point values and reasons for rating.

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 shall indicate what are, in the opinion of the Union, the correct JIQ, factor grades, numerical point values and reasons for rating of the disputed factors.

The grievance shall be filed at Step 2 of the grievance procedure in the same manner as if the Corporation's final answer was a Step 1 reply. Step 3 of the grievance procedure shall not apply to JE grievances; however, the Corporation's Step 2 reply shall be treated as a Step 3 reply for the purposes of time limits under Article 5.04.

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.

It is agreed that only the positions of the JJEC members as expressed at the conclusion of the JJEC meetings may be reflected in the Corporation's final answer and the Union's grievance.

It is agreed that the Corporation's final answer and the Union's grievance as originally submitted to each other will constitute the position of the respective parties before the arbitration board with respect to:

- a) the Job Information Questionnaire,
- b) factor grades,
- c) numerical point values, and
- d) reasons for rating

The decision of the arbitration board shall be final and binding on the parties.



**ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE** *(continued)***5.04** 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**

**6.01** When a new employee is hired, such employee shall be on probation for a period of six (6) months active service. It is understood that during such probationary period, the employment of a probationary employee may be terminated by the Corporation at its discretion at any time. Subject to the foregoing an employee shall be subject to all other terms of the Collective Agreement during his/her 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 6.03.

**6.02** The Corporation shall, within fifteen **(15)** working days of the effective date, notify the Union of all appointments to, transfers and promotions within and terminations and layoffs from the bargaining unit, providing:

- a) name:
- b) new position title: and
- c) effective date.

**ARTICLE 6 - SENIORITY** *(continued)*

- 6.03** (a) Seniority shall accrue when leave of absence of less than ninety-one (91) calendar days is granted under Article 8.01 and for leaves of absence granted under Articles 8.02, 8.04, 8.05, 8.07, and 8.08.
- (b) Seniority shall not accrue when leave of absence in excess of ninety (90) calendar days is granted under Articles 8.01 and 8.03.
- (c) A seniority list as of January 1<sup>st</sup> and July 1<sup>st</sup> 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.
- 6.04** (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/her 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/her 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/her seniority shall receive the rate of pay for the position 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.

**ARTICLE 6 - SENIORITY** *{continued}*

**6.05** 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 ( $\frac{1}{2}$ ) 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/her by registered mail to his/her 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 8.01, 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 OMERS.

**6.06** 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 - 6.01, 6.03, 6.04, 6.05, Article 7 - Job Posting, Article 8 - Leave of Absence, Article 9.01 - Benefits for Regular Employees, Article 9.02 - Sick Leave, Article 9.03 - Retirement Income Plan, Article 10 - Annual Vacation, Article 14 - Joint Job 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.

**ARTICLE 6 - SENIORITY [continued]****6.06 Temporary Employees (continued)**

- (a) (ii) Temporary vacancies created due to the provisions of Article 8.04 may be filled for the extent of the leave. In addition the temporary employee may be hired up to two (2) weeks prior to the regular employee going on leave of absence to facilitate training. An additional one (1) week for a longer training period and/or an extension at the termination of the leave may be provided by agreement between the parties.
- (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 Department of Public Works Services, 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.
- (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 6.01 and Article 6.03.
- (e) Upon termination, temporary employees will be paid vacation pay in accordance with the Employment Standards Act.

## **ARTICLE 7 - JOB POSTING**

**7.01** Subject to the provisions of Article 7.04, when vacancies occur or new jobs are 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,

**7.02** 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.

**7.03** 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.

**7.04** Any employee who is no longer capable of performing the full required duties of his/her position by reason of disability, may be placed in a suitable position, if such a position is available, by the Director of Personnel Services 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.

**7.05** 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.

**7.06** Underfilling of *Positions*

Where all regular employee applicants to a job posting are considered unqualified, and the Corporation intends to underfill, each applicant will be so notified with a written explanation of any shortcomings in their qualifications. Such applicants may then, at the Corporation's discretion, be reconsidered and the applicant who most nearly meets the posted criteria may be selected. Such successful applicant may at the Corporation's discretion be paid in the salary level below the posted salary level. Not later than one year worked after commencement of duties the employee will be paid in the posted salary level.

**ARTICLE 7 - JOB POSTING** *(continued)***7.07 Job Posting Applications - CUPE #250**

The Corporation undertakes to accept applications for vacancies posted for regular positions from employees covered by the Corporation/CUPE #250 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 8 - LEAVE OF ABSENCE**

**8.01** 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.

**8.02** 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.

**8.03** 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.

**ARTICLE 8 - LEAVE OF ABSENCE (continued)**

**8.04 Pregnancy and Parental Leave**

- (a) Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act (RSO 1980) as amended from time to time. Pregnancy and Parental Leave is without **loss** of job classification.
- (b) A female employee who has taken Pregnancy Leave or Pregnancy and Parental Leave if both are used, is eligible for an additional leave of up to nine (9) weeks in length without pay or loss of accrued seniority.
- (c) Sick leave credits will not accumulate during Pregnancy or Parental Leaves of absence.

**8.05 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) consecutive calendar days
Mother, Father, Sister, Brother, Daughter, Son, Daughter-in-law, Son-in-law, Grandparent or Grandchild of either the employee or spouse	Five (5) consecutive calendar 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.

**ARTICLE 8 - LEAVE OF ABSENCE (continued)**

**8.06** 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.

**8.07** A Department Head may grant an employee leave of absence with pay, up to a maximum of one-half ( $\frac{1}{2}$ ) 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.

**8.08** An employee may be allowed up to one day off with pay:

- (a) when an emergency which is unforeseen and requires immediate attention occurs in the employee's family; or,
- (b) for the purpose of attending the funeral of someone other than those listed in Article 8.05.

It shall be the responsibility of the Department Head to authorize or withhold payment for such time 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.

**8.09** Employees, on approved leave of absence granted under the provisions of Articles 8.01 (in excess of one month), 8.03 and 8.04, 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.

**8.10 Family Leave**

Where the medical condition of a child of an employee requires the employee to be absent from work to care for the child, a personal leave of absence will be granted upon request. The notification requirements of Article 9.02 (c) shall apply. Suck leaves of absence may total up to 3 days per calendar year, without loss of basic wage.



**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES**

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

- 9.01**
- (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 one hundred dollars (\$100.00), 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 \$110,000.00.
    - (ii) Accidental Death and Dismemberment Insurance coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$110,000.00. Upon retirement, coverage is cancelled.
  - (e) Dental Plan - Effective July 1, 1994, based on the 1993 Ontario Dental Association (ODA) 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.

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

**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES** (continued)**9.01** (continued]

- (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 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 the longer. The maximum benefit per month shall be \$2,300.00 effective May 1, 1993.

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:

OHIP	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.

**9.02 Sick Leave**

- (a) (i) For the period from January 1, 1957 to April 30, 1993, the rate of accumulation of sick leave for regular full-time employees was one and one-half (1½) days for each full month of employment.
- (ii) Commencing May 1, 1993, the rate of accumulation of sick leave for regular full-time employees is one and one-quarter (1¼) days for each full month of employment.

**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES** (continued)**9.02 Sick Leave** (continued)

- (b) Employees are not entitled to draw sick leave pay until they have accumulated three (3) months service with the Corporation.
- (c) An employee absent due to illness shall notify or cause to be notified, the supervisor or designate at the earliest possible opportunity and in any event within the first two **(2)** hours of absence 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.
- (d) 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 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/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.
- (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/she is capable of performing his/her duties.
- (g) 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.
- (h) 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.

**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES (continued)****9.02 Sick Leave (continued)**

- (i) 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 regarded as days of illness without pay.
- (j) When an employee is given leave of absence without pay under Articles 8.01, 8.03 and 8.04, 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.
- (k) 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.
- (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 8.04.
- (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/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 judgement 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.

**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES (continued)****9.02 Sick Leave (continued)**

- (p) 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) 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 9 - BENEFITS FOR REGULAR EMPLOYEES (continued)****9.02 Sick Leave (continued)**

- (r) Effective March 31, 1992, 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.

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 Applicable Service	Fraction
Prior to November 1, 1985	More than 2	1/2
November 1, 1985 - March 31, 1992	More than 10	1/4
November 1, 1985 - March 31, 1992	More than 15	3/8
November 1, 1985 - March 31, 1992	More than 20	1/2
After March 31, 1992	Not Applicable	N/A

**9.03 Retirement Income Plan****Ontario Municipal Employees Retirement System (OMERS) Plan**

- (a) All regular employees shall, as a condition of employment, become members of the OMERS 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 OMERS Act,
- (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 OMERS 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.

**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES** (continued)**9.03 Retirement Income Plan** (continued)Ontario Municipal Employees Retirement System (**OMERS**) Plan (continued)

- (c) i) Temporary employees per Article 6.06 and part-time employees per Article 24 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.
- ii) 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.

**9.04** 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.

**9.05 Benefits for Retired Employees**

## (a) Medical Benefits

Effective January 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 (**EHC**)

(including Semi-private Hospital, Major Medical, Drugs, and Vision Care, subject to an overall maximum of \$10,000.00 every three (3) 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.

**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES** *(continued)***9.05** Benefits for Retired Employees *(continued)*(a) Medical **Benefits** *(continued)*

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.

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.



**ARTICLE 9 - BENEFITS FOR REGULAR EMPLOYEES** *(continued)***9.05** Benefits for Retired Employees *(continued)*(a) Medical Benefits *(continued)*

- (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.

## (b) Group Life Insurance

Effective January 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 (65), 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 9.05 (a) sub-sections 1), 5), 7) and 8) apply to Article 9.05 (b).

For employees retiring prior to September 1, 1986, at age sixty-five (65) coverage is fifteen hundred dollars (\$1,500.00) and the retiree pays the premium to maintain coverage.

For employees retiring on or after September 1, 1986 but prior to January 1, 1989, at age sixty-five (65) coverage is three thousand dollars (\$3,000.00) and the retiree pays the premium to maintain coverage.

**ARTICLE 10 -ANNUAL VACATION**

**10.01** 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 10 years of service - 4 weeks.
- (g) After completing 15 years of service - 4 weeks and 3 days.
- (h) After completing 19 years of service - 5 weeks.
- (i) After completing 25 years of service - 6 weeks.

**10.02** An employee shall become entitled to increased annual vacation after January 1st in the year in which the third, fifth, ninth, tenth, fifteenth, nineteenth and twenty-fifth anniversary of service falls. This does not apply in the year of termination unless the employee has actually reached his/her anniversary date of service.

**10.03** (a) The service date for the purpose of this Article shall coincide with the seniority date as calculated in Article 6.03.

(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/her annual vacation entitlement as defined in Article 10.01 shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of eight (8) months.

**10.04** The vacation or vacation pay in lieu of vacation, due to an employee in the year in which he/she terminates shall be in proportion to his/her 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:

Entitlement %	Vacation Pay
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

**ARTICLE 10 - ANNUAL VACATION** *(continued)*

- 10.05** 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/her vacation, the employee will receive the pay due on any pay-day occurring during his/her vacation period.
- 10.06** If a paid holiday falls during an employee's vacation, he/she shall be granted an additional day's vacation at a time mutually agreed to between the Department Head or his/her delegate and the employee.
- 10.07** An employee who is admitted to hospital or confined to his/her residence as a result of illness or injury occurring immediately prior to his/her scheduled vacation shall have his/her vacation rescheduled. Eligibility shall require a medical certificate stating the inclusive dates the employee was unable to perform his/her duties. The provisions of Article 9.02 (c) and (d) shall apply.
- 10.08** If an employee falls ill or has an accident during his/her vacation period, he/she shall be allowed to utilize his/her 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/she shall report or cause to be reported such illness or accident to his/her supervisor.
  - (b) That he/she substantiates his/her 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/she was sick or injured.

**ARTICLE 11 - PAID HOLIDAYS**

11.01 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 Bay
Civic Holiday	New Year's Eve
Labour Day	

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

- 11.02 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.
- 11.03 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/her regular straight time rate of pay.
- 11.04 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.
- 11.05 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/her regular rate of pay, where applicable.
- 11.06 All employees assigned to operations other than the normal Monday to Friday day shifts, as spelled out in Article 16.02, 16.03, 16.04 and 16.08, 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 11.02.
- 11.07 If a paid holiday occurs on a day off for any employee, the employee shall receive straight time pay, as calculated in Article 11.03 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.

**ARTICLE 11 - PAID HOLIDAYS** *(continued)*

**11.08** 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, except in cases of excused absence satisfactory to the Corporation and arranged before commencement of the shift.

**ARTICLE 12 - BREAK PERIODS**

**12.01** 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**

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

**13.02** The Job Evaluation System (adopted by both Parties in 1973 and subsequently amended and dated 1996 04 04) will be employed to determine the appropriate classification and salary level of positions hereafter evaluated. Because of 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 information questionnaires shall be classified by the Evaluation Committee in accordance with the Job Evaluation System. Minor changes to job information questionnaires such as identification details, name of Department, Branch or Division reporting structure, qualifications other than education or changes made necessary for consistency with other job information questionnaires, 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 14.02 shall take precedence.

**13.03** Whenever the Corporation proposes to reclassify or revise any of the positions in Schedule "A" 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)*

**13.04** Employees in Salary Levels 1 and 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 Levels 3 to 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 Levels 13 and 14 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.

**13.04** 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 8.02 will count as service for purposes of entitlement to incremental increases.

**13.05** Rate changes within a Salary Level as outlined in Article 13.04 shall be effective on the first day of the pay period following the actual date of change.

**ARTICLE 14 - JOINT JOB EVALUATION COMMITTEE**

**14.01** It is agreed that there will be a Joint Job Evaluation Committee (JJEC) composed of one representative from the Personnel Services Branch, the Evaluation Committee Chairman of the Union and an Assistant, and an additional Corporate appointee. The Union agrees to utilize an alternate on the JJEC when a Committee member's position is being evaluated. Each member of the JJEC will be provided up to one hour during regular working hours, paid by the Corporation, to review the JIQ(s) prior to the meeting scheduled to deal with that JIQ(s). Under no circumstance will a Committee member discuss his/her rating of a position with another Committee member prior to the meeting of the JJEC.

**ARTICLE 14 - JOINT JOB EVALUATION COMMITTEE** (continued)**14.01** (continued)

Evaluation will be based primarily on a Job Information Questionnaire (JIQ). The JJEC will base its rating on the contents of the JIQ. The contents of the JIQ should be agreed by the employee(s) and manager(s) concerned prior to consideration by the JJEC. Where duties which may result in material change are added to or deleted from a job, the source or destination of those duties must be documented. Any affected JIQ(s) must be amended accordingly and presented to the JJEC at the same time. Following submission of the JIQ to the JJEC, interviews with particular employees or managers will not be conducted by members of the JJEC, without prior agreement by the JJEC. In the case of a new job or existing job without an incumbent it will be the Corporation's responsibility to complete the JIQ.

Changes in duties for positions with incumbents, resulting in reclassification, shall not be construed as vacancies or new jobs.

**Job Evaluation Procedures****14.02** Corporation Initiated

- (a) The Corporation shall prepare the Job Information Questionnaire (JIQ).
- (b) Where there is an incumbent in the job he/she shall have the opportunity to review **and** comment on the JIQ.
- (c) The JIQ shall be forwarded by the Director of Personnel Services to the JJEC.
- (d) Where the position is vacant, the Corporation may assign a temporary evaluation and salary level for the job and so notify the JJEC. The position shall be filled in accordance with Article 7.
- (e) Within sixty (60) calendar days after receipt of the JIQ, the JJEC shall meet to review and, where change has occurred or *is* proposed, evaluate the JIQ and:
  - (1) Where there **is** an incumbent:
    - (i) and agreement is reached on the evaluation of the JIQ, the results shall be effective on the earlier of the Monday following:
      - (aa) the date the JIQ was evaluated; or
      - (bb) **six (6)** weeks from the date the completed JIQ was submitted to the manager for review; or,
    - (ii) and no agreement **is** reached on the evaluation of the JIQ, the Corporation may implement its evaluation. The Union may submit a job evaluation grievance.

**ARTICLE 14 - JOINT JOB EVALUATION COMMITTEE** (continued)**Job Evaluation Procedures** (continued)**14.02** Corporation Initiated (continued)

- (e) (2) Where the position is vacant:
- (i) and agreement is reached on the evaluation of the JIQ, the results shall be implemented retroactive to the date the position was occupied; or,
  - (ii) and no agreement is reached on the evaluation of the JIQ, 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.

**14.03** Employee Initiated Union **Job** Evaluation

- (a) An employee, having occupied his/her 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/her position calling for a re-evaluation thereof, shall contact his/her Steward or a member of the Union Executive and obtain a JIQ.
- (b) The employee and his/her manager shall complete the JIQ and shall forward it to the Union members of the JJEC.
- (c) If the Union members of the JJEC agree that the job should be reviewed, a copy of the JIQ shall be forwarded to the Corporation members of the JJEC.
- (d) Within sixty (60) calendar days after receipt of the JIQ by the Corporation, the JJEC shall meet to review and/or evaluate the JIQ.
- (e) Salary increases resulting from the evaluation shall be effective on the earlier of the Monday following:
  - (1) the date the JIQ was evaluated; or
  - (2) **six (6)** weeks from the date the completed JIQ was submitted to the manager for review.
- (f) If no agreement is reached on the evaluation of the JIQ, the Union may submit a grievance in accordance with Article **5.03**.



**ARTICLE 14 - JOINT JOB EVALUATION COMMITTEE** (continued)

Job Evaluation Procedures (continued)

**14.04** Integration of **Job** Evaluation Results with Schedule "A"

The position titles of the evaluated JIQ's shall be added to the appropriate salary level in Schedule "A".

**14.05** Redundant **Job** 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 14.02 or 14.03.

**ARTICLE 15 - PAY PROCEDURES**

**15.01** Employees shall be paid bi-weekly.

**15.02** 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**

**16.01** General

- (a) The following shall be considered the hours of work to be paid for at the rates shown in Schedule "B" as provided for in Article 13.
- (b) The Corporation's work week shall commence at 12:01 **A.M.** Sunday and end at 11:59 **P.M.** the following Saturday.
- (c) No 7¼ hour shift will be spread over a period longer than 8½ hours. No 8 hour shift **will be** spread over a period longer than 9 hours.
- (d) The Corporation agrees to provide prior notice to the Local when it intends to fill any vacant regular 40 hour per week position on a 36¼ hour per week basis.
- (e) The summer **work** schedule will operate during Daylight Saving Time and **is** applicable to personnel in Articles 16.02, 16.03 and 16.04.

**ARTICLE 16 - HOURS OF WORK** (continued)**16.02 36¼ hours a week**

The following applies to all personnel working a 36¼ hour week except where otherwise specified in Article 16:

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

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

**16.03 40 hours a week**

The following applies to all personnel working a 40 hour week except where otherwise specified in Article 16:

Normal hours: Monday through Friday - 8:00 A.M. to 5:00 P.M., with one (1) hour for lunch.

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

employees of the Traffic Engineering Division of the Department of Public Works Services who are scheduled Monday through Friday - 8:00 A.M. - 4:30 P.M. with one-half (½) hour for lunch.

**16.04 Department of Public Works Services - Construction Division - Survey Section**

Normal hours: Monday through Friday - 8:00 A.M. to 4:30 P.M. totalling 40 hours a week with one-half (½) hour for lunch.

Summer hours: Monday through Friday - 7:30 A.M. to 4:00 P.M. with one-half (½) hour for lunch.

**16.05 Department of Public Works Services - Parking Operations Field Staff**

Hours of work totalling 36¼ hours per week or 40 hours per week as the case may be, shall be as scheduled from time to time.

**ARTICLE 16 - HOURS OF WORK (continued)****16.06** Department of Community Services - Recreation Branch

- (a) 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 Branch by mutual agreement between the employee and the Department Head.
- (b) Day, afternoon and evening shifts shall be as scheduled within the Corporation's work week.
- (c) For the purpose of overtime payment, the first day of an employee's scheduled two days off shall be deemed as the Saturday and the second day as the Sunday.
- (d) The normal work day for personnel working a 36¼ hour week shall consist of 7¼ hours per day, with up to one and one-quarter (1¼) hours off for lunch.
- (e) The normal work day for personnel working a 40 hour week shall consist of eight (8) hours per day, with up to one (1) hour off for lunch.

**16.07** Senior Citizens' Centre

Hours of work shall be as scheduled from time to time, between the hours of 8:00 A.M. and 11:00 P.M., totalling 36¼ hours per week.

- 16.08** Department of Corporate Services - Treasury and Finance Branch-  
Purchasing Division-General Stores
- Department of Public Works Services - Maintenance Division-Ritson Road  
Depot
- Department of Community Services - Parks Branch-Farewell Avenue Head-  
quarters and Oshawa Airport

Hours of work totalling 36¼ hours per week or 40 hours per week as the case may be, shall be as scheduled from time to time between the hours of 7:30 A.M. and 5:00 P.M., Monday through Friday.

- 16.09** Department of Corporate Services - Information Management Services  
Branch-Computer Operations Section

The hours of work shall be as 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 7¼ hours per day and 36¼ hours per week. The duration of the lunch period will be flexible but in no case less than ¾ hour.

**ARTICLE 17 - OVERTIME**

- 17.01 All time worked other than the normal day and week outlined in Article 16 will be considered overtime.
- 17.02 Overtime will be paid at one and one-half (1½) times the normal rate except for overtime on Sunday which will be paid at double the normal rate.
- 17.03 Whenever possible, overtime and call back time shall be distributed equitably among those employees who normally perform the work.
- 17.04 Regular employees within the Construction Division, Department of Public Works Services, 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 the appropriate overtime rate. 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/her **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/her 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 36¼ hour week.

**ARTICLE 17 - OVERTIME** (continued)

**17.05** 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 the appropriate overtime rate. The accumulated overtime hours shall be taken as time off with pay as mutually agreed between the employee and the Department Head or his/her 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**

**18.01** Shift premium will be paid to all employees working on regularly scheduled rotating shifts for all hours worked if more than fifty percent (50%) of the hours of the shift fall between 4:00 P.M. and 8:00 A.M. Shift premium will be sixty-six cents (66¢) per hour.

**ARTICLE 19 - CALL-OUT**

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

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

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

**19.04** 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 19.01, 19.02 and 19.03 above.

**ARTICLE 20 - SERVICE BONUS**

- 20.01** 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 6.03.
- 20.02** The schedule on which the service bonus will be paid is as follows:
- |   |   |                 |
|---|---|-----------------|
| 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 |
- 20.03** On severance or retirement an employee who is entitled to long service pay shall be paid on a pro rata basis calculated from January 1 of the current year to the date of termination.
- 20.04** This article does not apply to employees hired on or after November 1, 1985.
- 20.05** 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 January 1, 1986.

**ARTICLE 21 - JOB SECURITY**

- 21.01** 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:
- (1) Relocate the employee in another job in his/her 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.

**ARTICLE 21 - JOB SECURITY (continued)****21.01** (continued]

- (4) 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.
  
- (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**

**22.01** 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**

- 23.01** The Corporation agrees to maintain Errors and Omissions Insurance, subject to the terms and conditions of any governing master policy or statutory requirement.
- 23.02** It is understood that a pool car will **be used by** Construction Inspectors and Field Clerks, who are eligible under Plan 3 of the City Car Allowance Policy, for any occasional vehicle use during the off season.
- 23.03** 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**

- 24.01** 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 with the exception of Articles 6.01, 6.03 through 6.06, 7, 8.01 through 8.03, 8.05 through 8.10, 9, 10, 11.02 through 11.08, 14, 16, 17, 20 and 21. The following will also apply to part-time employees:
- 24.02** 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.

**ARTICLE 24 - PART-TIME EMPLOYEES** (continued)

- 24.03** 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.
- 24.04** Part-time employees shall be paid on a pro-rata basis according to the number of hours worked each day.
- 24.05** Regular part-time employees will be eligible for salary progression as specified in Article 13.04, 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.
- 24.06** Part-time employees shall be paid at one and one-half (1½) times the calculated hourly rate for all hours worked in excess of the normal work day (7% or 8 as the case may be) and/or week (36¼ or 40 as the case may be).
- 24.07** Part-time employees will be eligible for the Paid Holidays listed in Article 11.01, 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 - SEASONAL TRANSFERS**

- 25.01** The following will govern temporary seasonal transfers of employees initiated by the Corporation as a means of meeting peak workloads. Employees transferred under this Article after November 14, 1991 will have previous service in the same transfer position recognized for the purposes of 25.06.
- 25.02** Where the Corporation identifies a temporary, seasonal, peak workload it may initiate a temporary, seasonal, transfer of staff. Once such an assignment is initiated by the Corporation the terms of this Article will apply.
- 25.03** Employees so assigned are recognized as having a "home" position which is defined as the last position acquired by the employee through the hiring or posting process. During the period of such assignment the hours of work and overtime provisions associated with the "transfer" position will apply subject to 25.05 below.



**ARTICLE 25 - SEASONAL TRANSFERS** *(continued)*

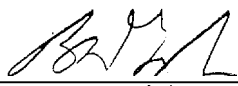
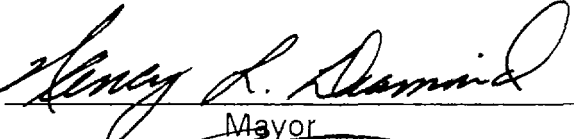

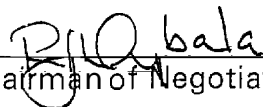

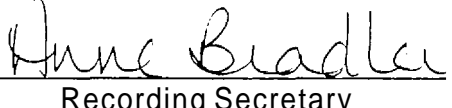
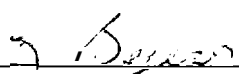
- 25.04** When such assignment results in the employee moving to a position evaluated in a lower salary level than that of the "home" position, no hourly rate adjustment will occur,
- 25.05** An employee whose normal work week is 40 hours per week will suffer no loss in normal weekly hours of work as a result of such transfer.
- 25.06** When such assignment results in the employee moving to a position evaluated in a higher salary level, salary progression in the "transfer" position will be counted separately and service for progression will continue to accumulate each time the employee is assigned to the same "transfer" position. The employee will be paid in the salary level for the "transfer" position commencing at the start rate, provided no decrease in hourly rate occurs, in which case the employee will maintain the "home" position hourly rate until sufficient service is accrued to progress to a rate in the new salary level which is higher.
- 25.07** Sick leave for any time off up to three (3) consecutive working days, paid holidays and paid leave of absence will be paid at the salary in effect at the time. If an illness exceeds three (3) consecutive working days, then all time for that illness will be paid on the basis of the "home" position,
- 25.08** Vacation pay will be calculated based on the number of days actually worked in the "home" and "transfer" positions. The resulting adjustment will be made annually.
- 25.09** For all other purposes such as job evaluation, layoff and calculation of all salary related matters the employee will at all times be considered on the basis of the "home" position. Salary progression will continue uninterrupted for the "home" position.

**ARTICLE 26 - TERMINATION AND AMENDMENT**

- 26.01** This Agreement shall be binding and remain in effect from the 1st day of April, 1996, until the 31st day of March, 1998, 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.
- 26.02** 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 19<sup>th</sup> day of November, 1996.

<p>(Seal of the Corporation of the City of Oshawa)</p> 	<p>The Corporation of the City of Oshawa</p> <p>per  Mayor</p>
<p>Director of Personnel Services</p>	<p>per  City Clerk</p>
<p> Chairman of Negotiating Committee</p>	<p>The Canadian Union of Public Employees and its Local Number 251</p> <p>per  President</p> <p>per  Recording Secretary</p> <p>per  CUPE Representative</p>

**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 #251**  
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. Notwithstanding the provisions of Article 1.02, 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 except for the purposes of Pay Equity Legislation. Wherever possible, the Corporation agrees to utilize the position titles listed in Schedule "A" and in any event, agrees to pay temporary and part-time employees at least the minimum rate as calculated from Schedule "B". In consideration of this, the Union undertakes that no policy grievances will be submitted with respect to Article 6.06 (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. **TRIAL GUIDELINE - HOURS OF WORK**

It is agreed to jointly develop a guideline which will provide for the conduct of a trial *of* flexible work hours during the term of the Collective Agreement. The guidelines and trial will take the following into account:

- a. customer service and departmental efficiency;
- b. it will apply to employees governed by Article 16.02;

## 4. TRIAL GUIDELINE- HOURS OF WORK (continued)

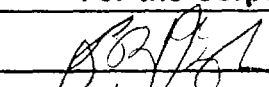
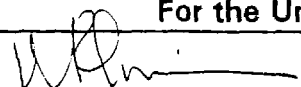
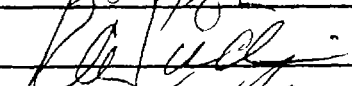
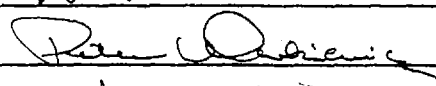

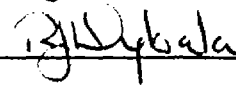
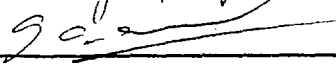
- c. it will provide mechanisms to meet both employee preferences and Corporate needs. Such mechanisms might for example include:
- (1) core hours with flexible start/finish times;
  - (2) variable length lunch hours;
  - (3) extended hours of operation;
  - (4)** requirements for the presence of certain skills at certain times;
  - (5) the banking of time by employees for a part day off;
  - (6) maintenance of the integrity of standard bi-weekly hours;
  - (7) revised time keeping practices;
  - (8) reductions in overtime; and
  - (9) other features.
- d. the trial will only be conducted in an organizational group where management and the majority of employees agree to its conduct;
- e. during the trial where mutual agreement between an employee and manager is not achieved the provisions of Article 16.02 will apply;
- f. the agreement to evaluate these trial hours of work does not imply any undertaking by either party for future permanence;
- g. subject to discussion with the other party, either party may terminate the trial, with thirty (30) days notice, at any time; and
- h. the Union accepts that the needs of departments vary and that each arrangement of hours of work must be considered in light of those needs.

## 5. LABOUR MANAGEMENT MEETINGS

- a. The parties agree to consult regularly during the term of the Collective Agreement about issues relating to the workplace which affect the parties.
- b. Meetings will be held quarterly at an agreed time and place, during work hours, **at no loss of pay** for time spent in the meeting. By agreement, meetings may be more frequent or called for urgent matters,
- c. Attendance will be limited to a maximum of four **(4)** and a minimum of two **(2)** representatives from each party unless agreed otherwise in advance.
- d. Each party will provide agenda items to the other at least forty-eight (48) hours in advance. This requirement will not preclude discussion on other issues **by** agreement.
- e. This agreement will be reviewed at the end of the term of the Collective Agreement with a view to assessing the value, deciding on continuation and agreeing on improvements.

- 6. 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 full-time employees or conditions of employment as currently described in the Collective Agreement.
  - d) Where the proposed changes in c) above include a layoff of a regular full-time 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.
- 7. The Corporation will provide the Local with two hundred (200) copies of the Collective Agreement.
- 8. The Letter of Understanding expires on March 31, 1998.

Signed at Oshawa, Ontario, this the 14<sup>th</sup> day of November, 1996.

For the Corporation	For the Union
	
	
	Janet Ward
Cathy [unclear]	
	

**SCHEDULE "A"**

to the Collective Agreement between the Corporation of the City of Oshawa and  
the Canadian Union of Public Employees and its Local #251

**OCCUPATIONAL CLASSIFICATIONS**

<b>Salary Level</b>	<b>Position Titles</b>	<b>Hours Per Week</b>
1	Clerk "A" Clerk-Typist	36¼ 36¼
2	Senior Clerk "A" Senior Clerk-Typist Senior Program Worker	36¼, 40 36¼, 40 36¼
3	Clerk "B" Clerk-Stenographer "A" Parking Attendant	36¼, 40 36¼ 40
4	Senior Clerk "B" Senior Clerk-Stenographer "A" Switchboard Operator/Receptionist	36¼, 40 36¼ 36¼
5	Clerk "C" Clerk-Stenographer "B" Program Assistant "A" Rodman/woman	36¼, 40 36¼ 36¼ 40
6	Clerk-Stenographer "C" Meter Maintenance Attendant Senior Clerk "C" Technical Services Technician "A"	36¼ 40 36¼, 40 40
7	Clerk "D" Clerk-Stenographer "D" Computer Operator Program Assistant "B" Technical Services Technician "B"	36¼, 40 36¼ 36¼ 36¼ 36¼
8	Automotive Partsman/woman Budget Analyst "A" Capital Cost Technician Clerk "E" Clerk-Stenographer "E" Geographic Information Systems Technician Junior Draftsman/woman - Engineering Planning Assistant Program Assistant "C" Support Analyst Traffic Analyst	40 36¼ 36¼ 36¼, 40 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 40

**SCHEDULE "A"**

to the Collective Agreement between the Corporation of the City of Oshawa and  
the Canadian Union of Public Employees and its Local #251

**OCCUPATIONAL CLASSIFICATIONS**

<b>Salary Level</b>	<b>Position Titles</b>	<b>Hours Per Week</b>	
<b>9</b>	Administrative Officer 'A'	36¼	40
	Budget Analyst "B"	36¼	
	Finance Officer "A"	36¼	
	Intermediate <b>Draftsman/woman</b> [Planning]	36¼	
	Maintenance Technician "A"	36¼	
	Network Systems Administrator	36¼	
	Operations Technician	36¼	
	<b>Paralegal</b> Clerk	36¼	
	Planning Technician	36¼	
	Program Supervisor		40
	Recreation Programmer		40
	Senior Computer Operator	36¼	
	Traffic Operations Technician		40
<b>10</b>	Aquatics Supervisor		40
	Construction Technician	36¼	
	<b>Instrumentman/woman</b>		40
	Maintenance Technician "B"		40
	Parking Maintenance Supervisor		40
	Planner "A"	36¼	
	Program Assistant "D"	36¼	
	Senior Administrative Officer "A"	36¼	
	Senior Finance Officer "A"	36¼	
	Senior Program Supervisor		40
	Sport and Fitness Programmer		40
Subdivision Accounts Clerk	36¼		
<b>11</b>	Administrative Officer "B"	36¼	40
	Building Plans Technician "A"	36¼	
	Engineering Technician "B"	36¼	
	Finance Officer "B"	36¼	
	Intermediate <b>Draftsman/woman</b> - Engineering	36¼	
	Materials Inspector		40
	Plumbing Inspector	36¼	
<b>Zoning Inspector</b>	36¼		

**SCHEDULE "A"**

to the Collective Agreement between the Corporation of the City of Oshawa and  
the Canadian Union of Public Employees and its Local #251

**OCCUPATIONAL CLASSIFICATIONS**

<b>Salary Level</b>	<b>Position Titles</b>	<b>Hours Per Week</b>
<b>12</b>	Administrative Officer "C"	36¼
	Building Inspector "A"	36¼
	Construction Inspector	40
	Finance Officer "C"	36¼
	Information Systems Analyst	36¼
	Information Systems Technician	36¼
	Parks Development Co-ordinator	36¼
	Programmer/Analyst	36¼
	Property Standards Officer	36¼
	Senior Buyer	36¼
	Senior Community Program Supervisor	40
	Senior Traffic Technician	40
	Senior Zoning Inspector	36¼
<b>13</b>	Administrative Officer "D"	36¼
	Building Inspector "B"	36¼
	Building Plans Technician "B"	36¼
	Engineering Technologist	36¼
	Finance Officer "D"	36¼
	Party Chief	40
	Planner "B"	36¼
	Senior Aquatics Supervisor	40
	Senior Development Engineering Technician	36¼
	Senior Engineering Technician	36¼
	Senior Sport & Fitness Supervisor	40
	Senior Transportation Technician	40
	Technical Services Supervisor	36¼
<b>14</b>	Budget Analysis & Control Officer	36¼
	Business Analyst	36¼
	Chief Construction Inspector	40
	Chief Materials Inspector	40
	Development Engineering Supervisor	36¼
	Estimating & Engineering Systems Superv.	36¼
	Finance Officer "E"	36¼
	Financial Analyst	36¼
	Financial Services Analyst	36¼
	Head - Building Inspection Division	36¼
	Landscape Architect	36¼
	OMIS Supervisor	36¼
	Project Supervisor	40
	Purchasing Supervisor	36¼
	Senior Design Technician	36¼
	Senior Draftsman/woman	36¼
Senior Planner	36¼	
Senior Plumbing Inspector	36¼	



**SCHEDULE "B"**

to the Collective Agreement between the Corporation of the City of Oshawa and  
the Canadian Union of Public Employees and its Local #251

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	11.85	859.13	22,337.	948.00	24,648.
	3 Months	13.24	959.90	24,957.	1,059.20	27,539.
	6 Months	13.94	1,010.65	26,277.	1,115.20	28,995.
2	Start	12.38	897.55	23,336.	990.40	25,750.
	3 Months	13.83	1,002.68	26,070.	1,106.40	28,766.
	6 Months	14.56	1,055.60	27,446.	1,164.80	30,285.
3	Start	12.89	934.53	24,298.	1,031.20	26,811.
	3 Months	14.40	1,044.00	27,144.	1,152.00	29,952.
	12 Months	15.16	1,099.10	28,577.	1,212.80	31,533.
4	Start	14.20	1,029.50	26,767.	1,136.00	29,536.
	3 Months	14.99	1,086.78	28,256.	1,199.20	31,179.
	12 Months	15.78	1,144.05	29,745.	1,262.40	32,822.
5	Start	14.81	1,073.73	27,917.	1,184.80	30,805.
	3 Months	15.63	1,133.18	29,463.	1,250.40	32,510.
	12 Months	16.45	1,192.63	31,008.	1,316.00	34,216.
6	Start	15.50	1,123.75	29,218.	1,240.00	32,240.
	3 Months	16.36	1,186.10	30,839.	1,308.80	34,029.
	12 Months	17.22	1,248.45	32,460.	1,377.60	35,818.
7	Start	16.25	1,178.13	30,631.	1,300.00	33,800.
	3 Months	17.15	1,243.38	32,328.	1,372.00	35,672.
	12 Months	18.05	1,308.63	34,024.	1,444.00	37,544.

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**SCHEDULE "B"**

to the Collective Agreement between the Corporation of the City of Oshawa and  
the Canadian Union of Public Employees and its Local #251

Wage Rates Effective **January 1, 1993**

Salary level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
8	Start	17.06	1,236.85	32,158.	1,364.80	35,485.
	3 Months	18.00	1,305.00	33,930.	1,440.00	37,440.
	12 Months	18.95	1,373.88	35,721.	1,516.00	39,416.
9	Start	17.69	1,282.53	33,346.	1,415.20	36,795.
	3 Months	18.68	1,354.30	35,212.	1,494.40	38,854.
	12 Months	19.66	1,425.35	37,059.	1,572.80	40,893.
10	Start	18.53	1,343.43	34,929.	1,482.40	38,542.
	3 Months	19.56	1,418.10	36,871.	1,564.80	40,685.
	12 Months	20.59	1,492.78	38,812.	1,647.20	42,827.
11	Start	19.51	1,414.48	36,776.	1,560.80	40,581.
	3 Months	20.60	1,493.50	38,831.	1,648.00	42,848.
	12 Months	21.68	1,571.80	40,867.	1,734.40	45,094.
12	Start	20.53	1,488.43	38,699.	1,642.40	42,702.
	3 Months	21.67	1,571.08	40,848.	1,733.60	45,074.
	12 Months	22.81	1,653.73	42,997.	1,824.80	47,445.
13	Start	20.50	1,486.25	38,643.	1,640.00	42,640.
	6 Months	21.71	1,573.98	40,923.	1,736.80	45,157.
	12 Months	22.91	1,660.98	43,185.	1,832.80	47,653.
	24 Months	24.12	1,748.70	45,466.	1,929.60	50,170.
14	Start	21.71	1,573.98	40,923.	1,736.80	45,157.
	6 Months	22.99	1,666.78	43,336.	1,839.20	47,819.
	12 Months	24.26	1,758.85	45,730.	1,940.80	50,461.
	24 Months	25.54	1,851.65	48,143.	2,043.20	53,123.

*The hourly rate shall be the recognized rate of pay; other rates are shown for reference only.*

**SCHEDULE "B"**  
to the Collective Agreement between the Corporation of the City of Oshawa and  
the Canadian Union of Public Employees and its Local #251

Wage Rates Effective January 1, 1994

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	12.09	876.53	22,790.	967.20	26,147.
	3 Months	13.51	979.48	25,466.	1,080.80	28,101.
	6 Months	14.22	1,030.96	26,805.	1,137.60	29,578.
2	Start	12.62	914.95	23,789.	1,009.60	26,250.
	3 Months	14.11	1,022.98	26,597.	1,128.80	29,349.
	6 Months	14.85	1,076.63	27,992.	1,183.00	30,588.
3	Start	13.14	952.65	24,769.	1,051.20	27,331.
	3 Months	14.69	1,065.03	27,691.	1,175.20	30,555.
	12 Months	15.46	1,120.85	29,142.	1,236.80	32,157.
4	Start	14.49	1,050.53	27,314.	1,159.20	30,139.
	3 Months	15.30	1,109.25	28,841.	1,224.00	31,824.
	12 Months	16.10	1,167.25	30,349.	1,288.00	33,488.
5	Start	15.10	1,094.75	28,464.	1,208.00	31,408.
	3 Months	15.94	1,155.65	30,047.	1,275.20	33,155.
	12 Months	16.78	1,216.55	31,680.	1,342.40	34,902.
6	Start	15.80	1,145.50	29,783.	1,264.00	32,864.
	3 Months	16.68	1,209.30	31,442.	1,334.40	34,694.
	12 Months	17.56	1,273.10	33,101.	1,404.80	36,525.
7	Start	16.57	1,201.32	31,284.	1,325.60	34,466.
	3 Months	17.49	1,268.03	32,969.	1,399.20	36,379.
	12 Months	18.41	1,334.73	34,703.	1,472.80	38,293.

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**SCHEDULE "B"**

to the Collective Agreement between the Corporation of the City of Oshawa and  
the Canadian Union of Public Employees and its Local #251

**Wage Rates Effective January 1, 1994**

Salary Level		36 1/4 Hour Week			40 Hour Week	
		Hourly	Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
8	Start	17.40	1,261.50	32,789.	1,392.00	36,192.
	3 Months	18.36	1,331.10	34,605.	1,468.80	38,189.
	12 Months	19.33	1,401.48	36,437.	1,546.40	40,206.
9	Start	18.05	1,368.63	34,024.	1,444.00	37,544.
	3 Months	19.05	1,381.13	35,909.	1,524.00	39,624.
	12 Months	20.05	1,453.63	37,794.	1,604.00	41,704.
10	Start	18.90	1,370.25	35,627.	1,512.00	39,312.
	3 Months	19.95	1,446.38	37,606.	1,596.00	41,496.
	12 Months	21.00	1,522.50	39,585.	1,680.00	43,680.
11	Start	19.90	1,442.75	37,512.	1,592.00	41,392.
	3 Months	21.01	1,523.23	39,604.	1,680.80	43,701.
	12 Months	22.11	1,602.98	41,677.	1,768.80	45,989.
12	Start	20.94	1,518.15	39,472.	1,675.20	43,555.
	3 Months	22.11	1,602.98	41,677.	1,768.80	45,989.
	12 Months	23.27	1,687.08	43,864.	1,861.60	48,402.
13	Start	20.91	1,515.98	39,415.	1,672.80	43,493.
	6 Months	22.14	1,605.15	41,734.	1,771.20	46,051.
	12 Months	23.37	1,694.33	44,053.	1,869.60	48,610.
	24 Months	24.60	1,783.50	46,371.	1,968.00	51,168.
14	Start	22.14	1,605.15	41,734.	1,771.20	46,051.
	6 Months	23.45	1,700.13	44,203.	1,876.00	48,776.
	12 Months	24.75	1,794.38	46,654.	1,980.00	51,480.
	24 Months	26.05	1,888.63	49,104.	2,084.00	54,184.

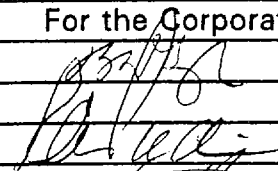
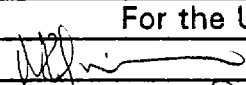
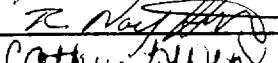
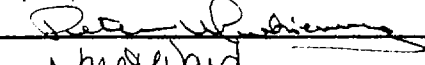
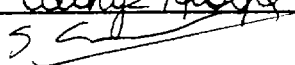
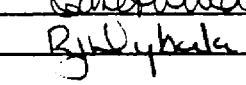
*The hourly rate shall be the recognized rate of pay; other rates are shown for reference only.*

Memorandum of Agreement between the Corporation of the City of Oshawa and the Canadian Union of Public Employees, and its Local Number 251

The parties, in recognition of the value of avoiding arbitration in matters arising from joint job evaluation, agree to the following procedure:

1. The parties shall each appoint a referee, who shall be experienced in job evaluation, to whom disputes may be referred when the Joint Job Evaluation Committee cannot reach agreement on matters involving the interpretation or application of the agreed Gender Neutral Job Evaluation Manual and rating scale.
2. Such matters may be referred to the referees by mutual agreement of the parties on a case by case basis at the second step of the grievance procedure. The Union shall extend the time limits for the Corporation to provide a Step 2 reply pending a decision by the referees. If the referees are unable to agree, or if they are unable to meet within a reasonable time period, the Corporation shall provide the Union with a Step 2 reply upon receipt of the referees' reports, or upon written request by the Union.
3. The referees will make every effort to reach agreement as to the resolution of the dispute, The unanimous agreement by the referees shall be final and binding on the parties.
4. When the referees achieve unanimous agreement, they shall communicate their decision and provide written reasons therefore to the Joint Job Evaluation Committee as quickly as practical.
5. When agreement cannot be reached by the referees, they shall each prepare a written report setting out their respective positions and the reasons therefore as quickly as practical. These reports shall be communicated to the Joint Job Evaluation Committee. Such unresolved matters may be referred to the arbitration process following receipt of the Corporation's Step 2 reply as provided in the Collective Agreement.
6. The referees shall not have the power to deal with any matter not specifically and jointly referred to them by the parties as being in dispute, nor shall they have the power to add to, subtract from, or revise the agreed Gender Neutral Job Evaluation Manual.
7. No person shall act as a referee who has any financial interest in the matters coming before him/her or who is, or has been an employee of the Corporation within a period of six months preceding the date of his/her appointment.
8. The parties will each be responsible for the reimbursement of their respective referees:

Signed at Oshawa, Ontario this 19<sup>th</sup> day of November, 1996.

For the Corporation	For the Union
	
	
	

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CUPE AND ITS LOCAL #251**

**AND**

**THE CORPORATION OF THE CITY OF OSHAWA**

***Re: Hours of Work - Economic Development Department***

The parties agree that the following will govern the hours of work for employees of the Economic Development Department who are covered by the terms of the Collective Agreement:

Economic Development Department. The hours of work shall be as scheduled from time to time to accommodate the operational requirements of the Department, between the hours of 7:00 a.m. and 10:00 p.m., totalling seven and one quarter (7 $\frac{1}{4}$ ) hours per day and thirty-six and one quarter (36 $\frac{1}{4}$ ) hours per week. The duration of the lunch period will be flexible with a duration up to one and one quarter (1 $\frac{1}{4}$ ) hours, but no less than three quarters ( $\frac{3}{4}$ ) of an hour.

Signed at Oshawa, Ontario this 19<sup>th</sup> day of November, 1996.

For the Union	For the Corporation

## MEMORANDUM OF SETTLEMENT

between

CUPE AND ITS LOCAL #251

and

THE CORPORATION OF THE CITY OF OSHAWA

The parties agree to the following terms in full and complete settlement of Grievance G-94.01 dated January 27, 1994.

1. The grievance is withdrawn,
2. This Settlement applies only to employees in positions based on the 36½ hour work week and whose hourly rate of pay is up to \$15.78 inclusive, and employees in positions based on the 40 hour work week and whose hourly rate of pay is up to \$14.40 inclusive, as of the date of ratification of this settlement by Local 251. This prevents these employees from being adversely affected by the voiding of the January 1, 1994 wage increase under the Social Contract Act.
3. Such employees will receive an increase in their hourly rate of pay calculated to provide each individual with the lesser of:
  - a. an annual rate of pay of \$30,000.00; or
  - b. the voided January 1, 1994 wage increase, subject to the provisions of the collective agreement.
4. Increases for such employees will be implemented as early as can reasonably be accomplished. Retroactivity will apply from January 1, 1994 for employees of record as of the date of ratification of this settlement by Local 251.
5. In order to return to the negotiated pay scale, the hourly wage rate of such employees will be frozen at the level determined in paragraph 3 above until any negotiated hourly wage rate increase(s) results in the employee's actual hourly wage rate matching the negotiated hourly wage rate.
6. Employees who, as a result of the implementation of this Memorandum of Settlement, have wage rates greater than those provided in the Collective Agreement are, for the purposes of maintaining Pay Equity, considered to be an exception under Section 8 of the Pay Equity Act.
7. The wage rates effective January 1, 1993 in Schedule "B" of the collective agreement will remain in effect until altered through the collective bargaining process.

Signed at OSHAWA, Ontario this 26 day of April, 1994

FOR THE UNION	FOR THE CORPORATION
<i>Bob D. [Signature]</i>	<i>Jim Mcneester</i>
<i>Cathy [Signature]</i>	<i>R. Oybala</i>
<i>[Signature]</i>	<i>Jane Ward</i>
<i>[Signature]</i>	<i>[Signature]</i>