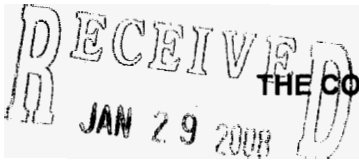


COLLECTIVE AGREEMENT

between



THE CORPORATION OF THE CITY OF OSHAWA
hereinafter called "*the Corporation*" of the first part,

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 251
hereinafter called "*the Union*" of the second part,

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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 Commissioners; Deputy Commissioners; bona fide Directors; Professional Engineers employed in a professional capacity; staff of the Office of the City Manager; Human Resource Services branch staff; Administrative Assistant to the Fire Chief; persons above the rank of Administrative Assistant to the Fire Chief; Airport Manager; Assistant Manager, Building Environmental Services; Business Development Manager; City Clerk; Committee Co-ordinator; Community Improvement and Housing Co-ordinator; Co-ordinator, Accounting Services; Co-ordinator, Budget Services; Co-ordinator, Operational Safety and Training; Co-ordinator, Payroll and Accounts Payable; Council Meeting Co-ordinator; Councillors' Administrative Assistant; Database Administrator; Downtown Development Officer; Executive Administrative Assistant; Executive Assistant to the Mayor; Executive Director, Oshawa Senior Citizen Centres (OSCC); Facility Managers; Foremen/women; General Manager, Civic Auditorium and South Oshawa Community Centre; General Manager, Legends Centre; LAN Manager; Manager, Administration and Special Projects; Manager, Administrative Services; Manager, Animal Services; Manager, Applications Support; Manager, Budgets and Financial System Development; Manager, Building Environmental Services; Manager, Building Inspection Services; Manager, Community Centres and Events; Manager, Construction Services; Manager, Customer Service Centre; Manager, Design Services; Manager, Development and Urban Design Services; Manager, Development and Water Resources Engineering Services; Manager, Elections, Licensing and Parking Enforcement; Manager, Financial Services; Manager, Fiscal Policy and Property Taxation; Manager, Fleet And Equipment Services; Manager, Maintenance Services; Manager, Marketing and Event Services; Manager, Municipal Law Enforcement Services; Manager, Parking and Transportation Support Services; Manager, Parks Development and Construction Services; Manager, Parks Maintenance Services; Manager, Permit Services; Manager, Policy and Special Projects; Manager, Programming and Engineering Support Services; Manager, Property Development; Manager, Purchasing Services; Manager, Road and Depot Services; Manager, Strategy and Planning; Manager, Support Services; Manager, Systems and Security Operations; Manager, Taxation and Revenue Services; Manager, Transportation Services; Manager, Waste and Environmental Programs; Manager, Water Resources Engineering; Operational Safety and Training Assistant; Principal Planner; Program and Services Director, OSCC; Project Manager; Real Estate Manager; Safety Co-ordinator; Security Watchmen/women; Senior Environmental Co-ordinator; Solicitor; Supervisor, Cemetery Operations; Supervisor, Development Engineering Services; Supervisor, Fleet Services; Supervisor, Operations; Supervisor, Parks Facilities Maintenance; Supervisor, Parks Forestry; Supervisor, Parks Grounds Maintenance; Supervisor, Patrol; Supervisor, Purchasing

ARTICLE 1 – PURPOSE AND COVERAGE (continued)

and Support Services; Supervisor, Roads Maintenance; Supervisor, Traffic Field Operations; Supervisor, Waste Collection; Volunteer Resource Services Manager, OSCC; Waste and Environmental Programs Co-ordinator; persons employed not more than twenty-four (24) hours per week engaged in conducting and implementing the Corporation's recreational programs 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 programs and in staffing various facilities that are in classifications not covered by Schedule "A" of this Agreement; and persons covered by subsisting Collective Agreements.

- 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/working 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/Working Title
Regular Part-time Positions	
Office of the City Manager – Fire Services	Unrestricted
Corporate Services – Municipal Law Enforcement and Licensing Services	Parking and Vehicle Enforcement Officer
Community Services – Traffic	Parking Attendant
Community Services – Recreation	Clerk "C"
Oshawa Senior Citizens Centre	Clerk – Typist
Oshawa Senior Citizens Centre	Program Worker
Oshawa Senior Citizens Centre	Community Resource Worker
Temporary Part-time Positions	
Office of the City Manager – Fire Services	Unrestricted
Corporate Services – Information Technology Services	Data Conversion Operator
Development Services – Construction	Ticket Taker
Community Services – Recreation	Facility Clerk (Civic Fields)

- 1.06** 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.

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.
- 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.
- 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 Branch 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, Human Resource 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 Executive 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.
- Except where action must be immediate, the Corporation will arrange to have a Union representative available for attendance at a meeting where disciplinary action is imposed. If the employee does not wish representation during the meeting, the Union representative may remain on hand during and after the meeting to discuss the issue(s) with the employee if requested.
- 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 appropriate Manager or his/her designate, and such permission shall not be unreasonably withheld. When resuming their regular duties, they shall report to their appropriate Manager or his/her designate, 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.
- 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, Ontario Human Rights Code or the Occupational Health and Safety Act.

The Corporation and the Union jointly agree that in accordance with the Ontario Human Rights Code, no employee shall in any manner be discriminated against or coerced, restrained or influenced because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability, religious and political affiliation or membership in any labour organization, or by reason of any activity in any labour organization.

ARTICLE 4 – REPRESENTATION *(continued)*

4.07 The parties further jointly endorse the right of every employee to a respectful workplace free from harassment, intimidation, discrimination, interference, restraint or coercion.

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.

4.09 The Corporation agrees to recognize two WSIB representatives from the local whose duties shall be limited to meetings with the Corporation concerning WSIB return to work issues in dispute, provided the employee requests such representation. Attendance will be limited to one representative. The provisions of Article 4.05 shall apply for this purpose. The Corporation agrees to provide unpaid leave of absence for one union WSIB representative for attendance at WSIB appeal hearings on behalf of an employee.

4.10 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 request, 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.

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 with a copy to the Grievance Chairperson.

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

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

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

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

Step 1 An employee having a grievance shall present it to his/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, Human Resource 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 Step 3 of the grievance procedure is mediation at the request of either party. 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.

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.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE *(continued)***5.03 Job Evaluation Grievance** *(continued)*

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.

5.04 Arbitration

Notification of intention to proceed to arbitration shall be given in writing to the City Council, or representatives thereof, and to the Director, Human Resource Services, prior to proceeding to arbitration if the parties are unable to reach a satisfactory settlement under 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 ten (10) 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/working title; and
 - (c) effective date.
- 6.03**
- (a) Seniority shall accrue when leave of absence of less than ninety-one (91) calendar days is granted under Article 8.01. For leaves of absence granted under Articles 8.02, 8.04, 8.05, 8.07 and 8.08, seniority shall accrue.
 - (b) Seniority shall not accrue when leave of absence in excess of ninety (90) calendar days is granted under Article 8.01.
 - (c) A seniority list as of January 1st and July 1st shall be filed with the Union and a copy posted on each floor, in any building in which members work, covering all employees within the bargaining unit. These lists will indicate name, position/working title and seniority date.
- 6.04** The following procedures shall be followed with respect to layoff and recall. Regular employees shall be given notice of layoff in accordance with the Employment Standards Act or twenty-five (25) working days, whichever is the greater.
- (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/working 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/working title or failing that, the employee with the least seniority in the same salary level in a position 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. An employee's right of recall to his/her original position ceases at the earlier of the employee securing a position through the job posting process (Article 7.02), or after twenty-four (24) months in the position secured through the bumping process.

ARTICLE 6 – SENIORITY (continued)

- 6.04** (e) While on layoff, a regular full-time employee shall continue to accrue seniority. Benefits will not continue during the period of layoff, nor will service accrue for any service driven benefits such as vacation, sick leave, service pay, etc.
- (9) In the event of recall, positions will be filled in the reverse manner to the layoff, providing ability and qualifications are sufficient.
- (g) A regular full-time employee on layoff (i.e. who was unable to secure a position through the bumping process) shall be offered a position filled by a temporary employee provided he/she has sufficient ability and qualifications. Time worked in such a position shall not be included in the recall period per Article 6.05 (ii).

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

- (i) Voluntarily resigns or retires.
- (ii) **Is** laid off and is not recalled to active employment within twenty-four (24) 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.

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 twelve (12) 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.
- (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.

ARTICLE 6 – SENIORITY (continued)**6.06** Temporary Employees *(continued)*

- (a) (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 Section of the Development Services Department shall be paid at salary level 1 start rate.
- (b) Temporary employees will not be placed in a position of higher grade than a regular employee within the Division 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 will be posted on a bulletin board accessible to all employees for a period of ten (10) 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.

The job title, job posting number and the name of the successful applicant shall be placed on the intranet for a period of thirty (30) days.

- 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 from others will be considered in the following order:

- (1) Regular full-time probationary employees;
- (2) Regular part-time employees with 1,885 hours of service; then
- (3) Temporary employees and non-employees.

ARTICLE 7 – JOB POSTING (continued)

7.02 Where a temporary employee and non-employee are relatively equal with regard to qualifications, demonstrated skill and ability for the job, the temporary employee shall be awarded the position. Notwithstanding Article 6, a temporary employee may grieve a decision under this Article.

If a regular part-time employee is successful to a regular full-time position, the employee will be subject to a six (6) month probationary period. If unable to satisfactorily complete probation, the employee will be reverted to his/her former regular part-time position with benefits eligible to a regular part-time employee under Article 24.

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 two (2) weeks after accepting the offer of their new appointment if the position is at a higher rate of pay. Wherever possible, the employee shall be transferred within four (4) weeks.

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, Human Resource Services, without regard to the other provisions of this Article. The rate of pay for such positions will be as established for that classification in this Agreement. The Local 251 Executive will be consulted prior to any placements being made under this Article.

7.05 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.

This Article may also be applied to unqualified external applicants.

Performance reviews for employees in underfill positions will be conducted quarterly to identify where further training and development may be required to enable the employee to attain the full working level of the position.

7.06 Job Posting Applications - CUPE #250/CUPE #3760

The Corporation undertakes to accept applications for vacancies posted for regular positions from employees covered by the Corporation/CUPE #250/CUPE #3760 Collective Agreements. Such applications will be considered only after all contractual obligations to employees covered by these Collective Agreements 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 these bargaining units. Employees of either bargaining unit will not have the right to grieve under this undertaking.

7.07 Any regular employee selected through the job posting procedure shall be allowed up to forty (40) days worked during which time he/she shall be on probation in the new position. Within this period, the employee may be returned by the new Manager to the position formerly occupied without loss of seniority with five (5) working days notice.

ARTICLE 7 – JOB POSTING (continued)

- 7.07** If the employee is reverted in accordance with the above, any other regular employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without **loss** of seniority.

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 appropriate Manager or his/her designate, 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** (a) 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.

- (b) Approved attendance with pay shall be those representatives as listed below for the meetings between the parties indicated:
- (i) Grievance meetings for Step 1, one of the following; for Steps 2 and 3, all of the following:
 - (1) President
 - (2) Grievance Chairperson
 - (3) Steward
 - (ii) Direct negotiation meetings for renewal of this Collective Agreement:
 - (1) President
 - (2) Vice-president
 - (3) Two (2) other Union Members
 - (iii) Joint meetings of the Health and Safety Committee:
 - (1) Representatives in the number recommended by the Committee and approved by the Corporation.

ARTICLE 8 – LEAVE OF ABSENCE (continued)

- 8.02** (b) (iv) Meetings of the Labour/Management Committee:
- (1) Three (3) representatives, one of whom is the President.
 - (v) All other meetings, attendance as agreed by the parties.

8.03 Upon receipt of reasonable notice, the Corporation will grant leave of absence of up to two (2) years 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 leaves shall be in writing and such request may be granted at the discretion of the Corporation.

The Corporation may hire a temporary employee to replace the regular employee who is on a leave of absence under this Article.

8.04 Pregnancy and Parental Leave

- (a) Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act as amended from time to time. Pregnancy and Parental Leave is without **loss** of job classification, benefits as prescribed by the Employment Standards Act, seniority and service.
- (b) 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 following the death;
- (c) The bereavement leave will not be pyramided with any other form of paid time off; and

UPON DEATH OF	LENGTH OF LEAVE
Spouse, Daughter, Son, Mother, Mother-in-law, Father, Father-in-law, Sister, Brother	Seven (7) consecutive calendar days
Daughter-in-law, Son-in-law, Sister-in-law, Brother-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** An appropriate Manager or his/her designate may grant an employee leave of absence with pay, up to a maximum of one (1) 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 appropriate Manager or his/her designate 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, spouse or elderly parent of an employee or of the employee's spouse requires the employee to be absent from work to care for the child, spouse or elderly parent, a personal leave of absence will be granted upon request. The notification requirements of Article 9.02 (c) shall apply. Such leaves of absence may total up to three (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.

Effective January 1, 2005, coverage is increased to include unmarried children up to and including age twenty-five (25) who are in regular full-time attendance at an accredited institute of learning and primarily dependent on the employee for support.

- 9.01**
- (a) Medical and hospital services as provided by the Health Insurance Act.
 - (b) Semi-private coverage for hospital care.

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)

- 9.01 (c) Extended Health Care Plan covers all eligible charges in excess of \$10 (single) and/or \$20 (family) deductible per calendar year for all prescription drugs, private-duty nursing, semi-private hospital coverage, etc. Effective January 1, 2006, the overall maximum is increased to \$17,500 every three (3) consecutive years.

Effective December 1, 2004:

- Eligible prescription drugs: generic drugs only, unless the physician specifically directs in writing that there is to be no substitution.
- Hearing Aids, to a maximum payment of \$500 per insured per twenty-four (24) month period. Effective June 18, 2007, the maximum payment is increased to \$1,000 per insured per twenty-four (24) month period.
- Paramedical Practitioners (registered chiropractor, osteopath, chiropodist or podiatrist): Maximum is increased to \$200 per practitioner per individual per calendar year. Effective June 18, 2007, the maximum is increased to \$400 per practitioner per individual per calendar year.

Effective January 1, 2005:

- Massage therapy benefit is increased to a maximum benefit of \$200 per insured per calendar year. Effective June 18, 2007, the maximum benefit is increased to \$400 per insured per calendar year.
- Twinrix Hepatitis A & B vaccine is an eligible expense for employees who have the potential to be exposed due to work related reasons.

Effective January 1, 2006, services of a physiotherapist is to a maximum benefit of \$1,000 per individual per calendar year.

Optical Expense Benefit – To provide up to a maximum payment of three hundred dollars (\$300) per insured in any twenty-four (24) month period effective January 1, 2007. Effective June 18, 2007, to include coverage for one (1) eye examination every twenty-four (24) months. Effective January 1, 2008, the maximum payment is increased to three hundred and fifty dollars (\$350) 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. For employees working at age 65 and over, coverage is up to \$4,000.
- (ii) Accidental Death and Dismemberment Insurance coverage is equal to approximately two (2) times basic annual salary rate. Upon retirement, coverage is cancelled.

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)

- 9.01** (e) Dental Plan – Based on the 2001 Ontario Dental Association (ODA) suggested fee guide for Dental practitioners.
- Effective January 1, 2005, based on the 2002 ODA suggested fee guide for Dental practitioners.
- Effective April 1, 2005, this benefit will be based on an automatic two-year lag in the application of the current ODA suggested fee guide.
- Level I - Basic Services
Effective July 1, 1998, basic services with nine (9) month recall.
- 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 April 1, 2003, subject to fifty per cent (50%) co-insurance with an annual maximum benefit of twenty-five hundred dollars (\$2,500) per insured.
- Level IV - Orthodontic Services
Effective April 1, 2003, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of twenty-five hundred dollars (\$2,500) per insured.
- (f) Employees will be eligible for items (a), (b), (c), (d), and (e) after three (3) consecutive months of service.
- (g) 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.
- Employees will be eligible for coverage under item (g) after six (6) consecutive months of service.
- (h) The Corporation agrees to assume one hundred per cent (100%) of the premium cost of employee benefits for eligible employees:
- | | |
|----------------------|----------------------------|
| OHIP | Semi-Private Ward Coverage |
| Extended Health Care | Group Life Insurance |
| Long Term Disability | Dental Plan |
- (i) 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.

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continue)

- 9.01**
- (j) 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.
 - (k) Upon the death of a regular full-time employee, benefit coverage for the employee's spouse terminates at the end of the twenty-fourth month, and/or for dependents at the end of the twelfth month, following the month in which death of the employee occurs.
 - (l) Employee Assistance Program (EAP), for regular full-time employees, with premium cost sharing at sixty per cent (60%) Corporation and forty per cent (40%) employee, by payroll deduction.

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.
- (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 through his/her own illness shall notify his/her supervisor of his/her inability to perform his/her duties due to sickness prior to the start of shift or as soon as possible. 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 a 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.

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

- (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.
- (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 Workplace Safety and Insurance 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 Workplace Safety and Insurance Act, elects instead **to** claim against the third person, he/she shall, as a condition of receiving sick pay benefits as hereinbefore provided, undertake in writing to reimburse the Corporation out of the proceeds of any settlement or judgment upon such claim the amount of money equivalent to the value of such sick pay benefits, and upon his/her having made such reimbursement, his/her accumulated sick pay credits shall be restored accordingly.
- (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 WSIB daily benefit **to** which the employee may be entitled, until such time as a ruling has been made by the Board upon the employee's claim. If the Board rules against the claim, the accumulated sick leave credits of the employee shall be reduced accordingly.

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES *(continued)*

9.02 Sick Leave *(continued)*

- (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 Workplace Safety and Insurance 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 Workplace Safety and Insurance Board ceases to authorize payment of temporary total disability benefits;
 - (3) the employee is fit to return to work;
 - (4) the Workplace Safety and Insurance 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.
- (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	NIA

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)**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.
- (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 Employment 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 every three (3) consecutive years. Effective January 1, 2002, an overall maximum of \$12,500 every three (3) consecutive years.) Effective June 18, 2007, an employee retiring on or after April 1, 2007, shall be entitled to an overall maximum of \$15,000 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 one hundred per cent (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, and if benefits become available to the retired employee from another employer 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 Human Resource Services.
 - (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) Upon the death of a retiree, benefit coverage for the retiree’s spouse terminates at the end of the twelfth month following the month in which death of the retired employee occurs. For employees retiring on or after June 18, 2007, the benefit coverage will terminate at the end of the twenty-fourth month following the month in which the death of the retired employee occurs.
- (7) Such benefits will be subject to the terms and conditions of any governing master policy or statutory requirement. Any dispute over the payment of benefits shall be adjusted between the retired employee and the Insurance Carrier, however the Corporation will use its best efforts to assist the retired employee in dealing with the Insurance Carrier.

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)**9.05 Benefits for Retired Employees (continued)**

- (a) (8) Any future enhancements or additions to the benefit plans will be at the discretion of the Corporation.
- (9) In respect of individuals who become eligible under a Provincial Plan, the Provincial Government Plan is the first payer and any charges for the Provincial Plan including deductible(s) and/or co-payment(s) will not be considered eligible expenses for reimbursement under the City's Plan.

(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

Effective for employees retiring on or after January 1, 2006, Option A is no longer available.

- (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 without further cost to the retired employee.
- (ii) Eligible retired employees who elect Option C immediately at retirement will be provided with \$4,000 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) 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) 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 and 3 days.

ARTICLE 10 – ANNUAL VACATION *(continued)*

- 10.01** (c) After completing 4 years of service - 3 weeks.
 (d) After completing 9 years of service - 3 weeks and 3 days.
 (e) After completing 10 years of service - 4 weeks.
 (9) After completing 15 years of service - 4 weeks and 3 days.
 (g) After completing 19 years of service - 5 weeks.
 (h) After completing 25 years of service - 6 weeks.
- 10.02** An employee shall be entitled to increased annual vacation after January 1st in the year in which the first, fourth, 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. The original start date for regular full-time employees of the City transferring into the bargaining unit from another employee group will be used for the purpose of calculating vacation entitlement.
- (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**

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

- 10.05** 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 appropriate Manager or his/her designate and the employee.
- 10.06** 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.

ARTICLE 10 – ANNUAL VACATION (continued)

10.07 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.

10.08 Bereavement When on Vacation

Where an employee qualifies for bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The employee shall notify the supervisor or designate at the earliest possible opportunity of such circumstance.

ARTICLE 11 – PAID HOLIDAYS

11.01 Temporary employees and all probationary and regular employees shall be entitled to the following paid holidays:

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

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

11.02 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 When the Dominion Day (Canada Day) holiday falls on a Saturday or Sunday, the holiday will be observed on the Monday following.

11.04 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.

11.05 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.

ARTICLE 11 – PAID HOLIDAYS (continued)

- 11.06** 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.
- 11.07** 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 16.09, 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.
- 11.08** If a paid holiday occurs on a day *off* for any employee, the employee shall receive straight time pay, as calculated in Article 11.04 or subject to the efficient operation of the Department, and mutual agreement between the employee and employer, another day *off* in lieu of such paid holiday.
- 11.09** 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 – WAGERATES 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.

ARTICLE 13 – WAGE RATES AND CLASSIFICATIONS *(continued)*

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.

13.04 Employees in Salary Level 1 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 2 to 10 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 11, 12, 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.

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.

13.06 When an employee is required to substitute in a higher paying position, the employee shall be paid in accordance with corporate policy. The employee’s rate of pay shall be in accordance with the policy and shall be paid upon completion of one (1) day in the relieving position.

Time worked in an acting capacity shall be credited in regards to salary progression through the range at intervals prescribed in the applicable salary schedule for the salary level related to the temporary appointment.

If the employee is the successful applicant to the job posting for the position in which they have been acting, time accrued in the acting capacity will be included for the purpose of salary progression for the position.

If, during the acting assignment, the position is re-evaluated and posted at a higher salary level and the employee who had been “acting” becomes the successful applicant, the employee’s rate of pay will be established in the new salary level as the nearest rate to, but not less than, the employee’s current rate of pay.

13.07 When an employee is required to substitute in a position paying a lower rate, the employee’s regular rate of pay shall not be reduced.

13.08 When it becomes necessary for the Corporation to hire an external applicant at a rate above the start rate of a salary range (Schedule “B”), all other incumbents in that position/working title who have not yet achieved that rate of pay, will be advanced to that rate.

ARTICLE 13 – WAGERATES AND CLASSIFICATIONS *(continued)*

- 13.09** Where the Director, Human Resource Services, and the effected Department Head(s) finds that for demonstrated external job market reasons, it is necessary to pay more than the rate of pay associated with the evaluated pay band, he/she may authorize assignment to a higher pay band and will advise the Union accordingly. The vacancy shall be re-posted internally in accordance with Article 7, indicating that a market adjustment will be applied. All employees assigned to the affected position/working title will be increased to the higher pay band. The circumstances of each authorized market adjustment shall be reviewed every twelve (12) months and when no longer justified, the employee(s) shall be red-circled and shall receive wage increases in accordance with item 10 of the Job Evaluation Manual – Rules of Application. The JJEC shall be advised of all cases where rates other than at the evaluated pay bands are in effect.

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 Human Resource Services, 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.

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.

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).

Job Evaluation Procedures**14.02 Corporation Initiated**

- (a) The Corporation shall prepare the Job Information Questionnaire (JIQ).

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

- (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, Human Resource 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 result shall be effective on the first Monday of the pay period following the date the JIQ was submitted to, deemed complete, and, as such, accepted by 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.
 - (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 shall discuss the JIQ with his/her manager and after submitting the JIQ to the manager, he/she shall forward a copy to Human Resource Services and Union members of the JJEC.

ARTICLE 14 – JOINT JOB EVALUATION COMMITTEE *(continued)***Job Evaluation Procedures** *(continued)***14.03 Employee Initiated Union Job Evaluation** *(continued)*

- (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 first Monday of the pay period following the date the JIQ was submitted to, deemed complete, and, as such, accepted by the manager for review.
- (9) If no agreement is reached on the evaluation of the JIQ, the Union may submit a grievance in accordance with Article 5.03.

14.04 Integration of Job Evaluation Results with Schedule "A"

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

Position titles used in Schedule "A" are occupational classifications which may include several different jobs. These jobs may be differentiated by a working title agreed to by the JJEC. The JJEC will maintain the list of working titles, advising their respective parties of all amendments. Where there is no agreed working title, the position title shall be used.

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 by direct payroll deposit.

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.

ARTICLE 16 – HOURS OF WORK *(continued)***16.01 General** *(continued)*

- (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) 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.

16.02 Flexible Work Hours

Individual work areas may implement a flexible work hour arrangement, provided operational requirements are met.

Each arrangement will take into account the following:

- (a) Customer service and departmental efficiency;
- (b) It will apply to employees governed by Article 16.03 and 16.04;
- (c) It will provide mechanisms to meet both employee preferences and Corporate needs. Such mechanisms might 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; etc.
- (d) Each flextime arrangement will be by organizational group where management and the majority of regular full-time employees agree to its conduct;
- (e) If mutual agreement between an employee and manager is not achieved, the provisions of hours in Article 16.03 or 16.04 will apply;
- (f) Service coverage must be provided by the organizational group throughout the hours of work provided for in Article 16.03 or 16.04;
- (g) Subject to discussion with the other party, either party may terminate the flextime arrangement, with thirty (30) days notice, at any time; and
- (h) The Union accepts that the operational needs of departments vary and that each arrangement of hours of work must be considered in light of those needs.

ARTICLE 16 – HOURS OF WORK *(continued)***16.03 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 4:30 P.M., with forty-five (45) minutes for lunch.

16.04 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.

or

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

employees of Transportation and Parking Services of the Community Services Department who are scheduled Monday through Friday - 8:00 A.M. - 4:30 P.M. with one-half (½) hour for lunch.

16.05 Development Services Department – Construction Section – Survey

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

16.06 Community Services Department – 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.

**16.07 Community Services Department
(Recreation and Culture Services and Parks Services other than Farewell Avenue Headquarters)**

- (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 appropriate Manager or his/her designate.
- (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.

ARTICLE 16 – HOURS OF WORK (continued)**16.08 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.

**16.09 Community Services Department
(Public Works Services – Ritson Road Depot and Parks Services – Farewell Avenue Headquarters)**

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.

**16.10 Corporate Services Department
(Information Technology Services – Systems & Security 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.

**16.11 Development Services Department
(Economic Development)**

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 (7¼) hours per day and thirty-six and one quarter (36¼) hours per week. The duration of the lunch period will be flexible with a duration up to one and one quarter (1¼) hours, but no less than three quarters (¾) of an hour.

**16.12 Corporate Services Department
(Municipal Law Enforcement & Licensing Services – Parking and Vehicle Enforcement Staff)**

The normal work day for Parking and Vehicle Enforcement staff shall consist of seven and one quarter (7¼) hours per day (total of thirty-six and one quarter (36¼) hours per week), with up to one and one-quarter (1¼) hours off for lunch. Enforcement Officers shall work shifts to be scheduled on a four (4) week cycle, covering all or part of the twenty-four (24) hour/day period. The Supervisor may periodically be required to work shifts.

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.

ARTICLE 17 – OVERTIME (continued)

- 17.04** Regular employees within the Construction Section, Development Services Department, and those employees transferred into the Construction Section, 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 appropriate Manager or his/her designate.

No accumulation of overtime hours shall be carried beyond May 1 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 1 (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 appropriate Manager or his/her designate 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.

- 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 appropriate Manager or his/her designate, 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 regular full-time employees working on regularly scheduled rotating shifts for all hours worked if more than fifty per cent (50%) of the hours of the shift fall between 4:00 P.M. and 8:00 A.M. Effective April 1, 2006, shift premium will be ninety (90¢) per hour. Effective June 18, 2007, shift premium will increase to one dollar (\$1) per hour.

ARTICLE 19 – CALL-OUT

- 19.01 Employees shall be paid a minimum of three (3) hours, at overtime rates for each call-out.
- 19.02 Additional or successive call-outs commencing and concluding within the three (3) hour period shall be regarded as part of the original call-out.
- 19.03 Continuous extension of a call-out beyond the three (3) 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.

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 retirement, 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 (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.
- 21.02** 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. It is understood that such Errors and Omissions Insurance may, by mutual agreement, be amended should changes to the Municipal Act preclude the need for such coverage.
- 23.02** All employees using their personal vehicle for authorized Corporation business, will be reimbursed the mileage rate in accordance with the City's policy. It is understood that Construction Inspectors who are eligible under Plan 3 of the City Car Allowance Policy, will be reimbursed at the rate for Plan 2 for any occasional vehicle use, not related to Construction Inspection duties, during the off season. The reimbursement rate is in accordance with the City's policy.
- 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.
- 23.04 Personnel Files**

An employee shall have the right to access their personnel file at a mutually agreeable time. An employee may request copies of any information in their personnel file.

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, 8.07 through 8.10, 9, 10, 11.02 through 11.09, 14, 16, 17, 18, 20 and 21. Leave of absences under 8.05 and 8.06 shall apply provided the part-time employee is scheduled to work. 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 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, 1,413 hours of work as 9 months and 1,885 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 (36 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.

Effective January 1, 2005, regular part-time employees who have completed 3,450 hours or three (3) years continuous service, whichever is less, will receive vacation pay at a rate of five per cent (5%).

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.
- 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, the employee will be paid in the salary level for the “transfer” position at the lowest rate in that salary level that will provide a minimum increase of \$10 bi-weekly. 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.

ARTICLE 25 – SEASONAL TRANSFERS (continued)


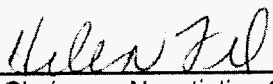




- 25.07** Sick leave for any time off up to three (3) consecutive working days, paid holidays and paid leave of absence will be paid at the salary in effect at the time. If an illness exceeds three (3) consecutive working days, then all time for that illness will be paid on the basis of the "home" position.
- 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 2007, until the 31st day of March 2009, 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 17 day of September 2007.

(Seal of the Corporation of the City of Oshawa)  Director, Human Resource Services  Chairman, Negotiating Committee	The Corporation of the City of Oshawa
	per  Mayor
	per  City Clerk
	The Canadian Union of Public Employees and its Local Number 251
	per  President
	per  Recording Secretary
	per _____ CUPE Representative

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*"

1. 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) working 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. This thirty (30) working day period shall not operate so as to extend any other notice to be given under the Collective Agreement and may run concurrently with any such notice.
 - (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 five (5) working 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.
2. The parties will, within six (6) months, meet to discuss the implementation of a consistent corporate policy regarding payment for and reimbursement of expenses incurred through attendance on courses or seminars approved by the Corporation.
3. When the attendance management module of PeopleSoft HRMS is implemented, sick credits and vacation credits will be debited based on hours/partial hours.
4. The parties agree that, if an increase is freely negotiated by another group of employees or if the exempt group obtains an increase to the overall three (3) year maximum, up to March 31, 2009, the same increase shall be applicable, as provided under Article 9.01 c.

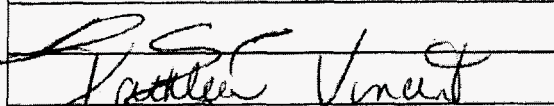
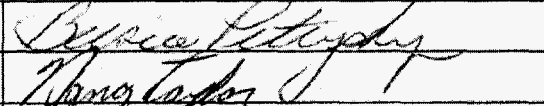
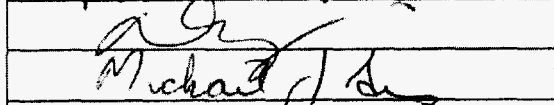

5. Transfer of Animal Services to Local 251

The parties agree that the employees in Animal Services shall be transferred to the CUPE Local 251 Bargaining Unit and covered by the Local 251 collective agreement effective September 1, 2007. The parties agree to meet prior to this date to discuss a transfer agreement for the affected employees. Until the transfer agreement is negotiated, in addition to the terms and conditions of Local 251 collective agreement, the following shall apply to these employees:

- (i) Such employees shall be entitled to the safety footwear provided for in Article 18.01 of the CUPE Local 250 collective agreement.
- (ii) The hours of work shall be governed by Article 10.04(b) of the CUPE Local 250 collective agreement and the summer hours of work shall be governed by Article 10.06 CUPE Local 250 collective agreement.
- (iii) The stand-by and call-out procedures and entitlements shall be governed by Article 13 of the CUPE Local 250 collective agreement.
- (iv) Staff of the Animal Services Branch will be provided with uniform/scrubs. This clothing issue will be replenished every year or as needed. Staff members of Animal Services are not entitled to a clothing allowance.
- (v) Shift Premiums shall be determined by Article 11.01 of the CUPE Local 250 collective agreement.
- (vi) Weekend Premiums shall be determined by Article 11.02 of the CUPE Local 250 collective agreement.

6. The Corporation will provide the Local with two hundred and fifty (250) copies of the Collective Agreement.

Signed at Oshawa, Ontario, this the 17 day of September 2007.

For the Corporation	For the Union
	
	

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

Salary Level	Position Titles	Hours per Week	
1	Clerk "A"	36¼	40
	Parking Attendant		
	Program Co-ordinator "A" – OSCC (Oshawa Senior Citizens Centres)	36¼	
2	Clerk "B"	36¼	40
	Program Co-ordinator "B" – OSCC	36¼	
	Switchboard Operator/Receptionist	36¼	
3	Clerk "C"	36¼	40
	Program Co-ordinator "C" – OSCC	36¼	
4	Clerk "D"	36¼	40
	Program Co-ordinator "D" – OSCC	36¼	
	Rodman/woman		
5	Clerk "E"	36¼	40
	Design Technologist "A"	36¼	
	Geographic Information Systems (GIS) Technician	36¼	
	Parking Maintenance Technician		
6	Program Co-ordinator "E" – OSCC	36¼	40
	Administrative Officer "A"	36¼	
	Automotive Partsman/woman		
	Capital Cost Technician	36¼	
	Clerk "F"	36¼	
	Customer Service Representative	36¼	
	Engineering Data Management Technician	36¼	
	Engineering Support Technician	36¼	
	Network Systems Administrator	36¼	
	Planning Assistant	36¼	
	Program Co-ordinator "F" – OSCC	36¼	
Technical Services Technician "A"			
Transportation & Parking Support Technician	36¼		
7	Administrative Officer "B"	36¼	40
	GIS Technologist	36¼	
	Instrumentman/woman		
	Paralegal Clerk	36¼	
	Parking By-law Enforcement Officer	36¼	
	Parks Landscape Technician		
	Parks Operations Technician		
	Parks Project Technician		
	Planning Technician	36¼	
	Program Co-ordinator "G" – OSCC	36¼	
	Program Co-ordinator – Recreation	36¼	
Support Analyst	36¼		
8	Administrative Officer "C"	36¼	40
	Construction Technician	36¼	
	Engineering Technician "A"	36¼	
	Engineering Technologist	36¼	
	Finance Officer "A"	36¼	
	Graphics Design Technologist	36¼	
	Junior Landscape Architect	36¼	
	Parking Maintenance Supervisor		
	Parking Operations Technician		
	Parks Community Programs Co-ordinator	36¼	
	Planner "A"	36¼	
	Plans Examiner "A"	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

Salary Level	Position Titles	Hours per Week	
<i>(continued)</i>	Program Co-ordinator "H" – OSCC	36¼	40
	Program Support Technician	36¼	
	Traffic Engineering Technician		
	Traffic Operations Technician		
	Administrative Officer "D"	36¼	40
	Building Inspector "A"	36¼	
	Design Technologist "B"	36¼	
	Finance Officer "B"	36¼	
	Housing Standards Officer	36¼	
	Information Systems Analyst	36¼	
	Maintenance Technician		
	Network Administrator	36¼	
	Plumbing Inspector	36¼	
	Programmer/Analyst	36¼	
	Property Standards Officer	36¼	
	Real Estate Analyst	36¼	
	Senior Buyer	36¼	
	Telecom Administrator	36¼	
	Environmental & Waste Technician	36¼	
10	Administrative Officer "E"	36¼	40
	Assessment Review Officer	36¼	
	Design Technologist "C"	36¼	
	Finance Officer "C"	36¼	
	Materials Inspector		
	Municipal Law Enforcement Officer	36¼	
	Party Chief		
	Planner "B"	36¼	
	Plans Examiner "B"	36¼	
	Program Supervisor	36¼	
	Senior Aquatics Supervisor	36¼	
	Senior Engineering Technician	36¼	
	Senior Transportation Technician		
	Web Master	36¼	
Zoning Inspector	36¼		
	Accessibility Program Co-ordinator	36¼	40
	Construction Inspector		
	Development Engineering Project Co-ordinator	36¼	
	Estimating & Engineering Systems Supervisor	36¼	
	Parking By-law Enforcement Supervisor	36¼	
	Parks Development Co-ordinator	36¼	
	Senior Party Chief		
	Senior Planner	36¼	
	Senior Plumbing Inspector	36¼	
	Supervisor, Property Enforcement Services	36¼	
	Supervisor, Special Enforcement Services	36¼	
Technical Services Supervisor	36¼		
12	Building Inspector "B"	36¼	40
	Business Analyst	36¼	
	Chief Materials Inspector		
	Landscape Architect	36¼	
	Design Supervisor	36¼	40
	Project Supervisor		

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 **April 1, 2007**

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$17.33	\$1,256.43	\$32,667	\$1,386.40	\$36,046
	3 Months	\$19.38	\$1,405.05	\$36,531	\$1,550.40	\$40,310
	6 Months	\$20.41	\$1,479.73	\$38,473	\$1,632.80	\$42,453
2	Start	\$19.12	\$1,386.20	\$36,041	\$1,529.60	\$39,770
	3 Months	\$20.19	\$1,463.78	\$38,058	\$1,615.20	\$41,995
	12 Months	\$21.26	\$1,541.35	\$40,075	\$1,700.80	\$44,221
3	Start	\$19.96	\$1,447.10	\$37,625	\$1,596.80	\$41,517
	3 Months	\$21.05	\$1,526.13	\$39,679	\$1,684.00	\$43,784
	12 Months	\$22.16	\$1,606.60	\$41,772	\$1,772.80	\$46,093
4	Start	\$20.88	\$1,513.80	\$39,359	\$1,670.40	\$43,430
	3 Months	\$22.03	\$1,597.18	\$41,527	\$1,762.40	\$45,822
	12 Months	\$23.21	\$1,682.73	\$43,751	\$1,856.80	\$48,277
5	Start	\$21.87	\$1,585.58	\$41,225	\$1,749.60	\$45,490
	3 Months	\$23.09	\$1,674.03	\$43,525	\$1,847.20	\$48,027
	12 Months	\$24.29	\$1,761.03	\$45,787	\$1,943.20	\$50,523
6	Start	\$23.82	\$1,726.95	\$44,901	\$1,905.60	\$49,546
	3 Months	\$25.15	\$1,823.38	\$47,408	\$2,012.00	\$52,312
	12 Months	\$26.47	\$1,919.08	\$49,896	\$2,117.60	\$55,058
7	Start	\$24.95	\$1,808.88	\$47,031	\$1,996.00	\$51,896
	3 Months	\$26.33	\$1,908.93	\$49,632	\$2,106.40	\$54,766
	12 Months	\$27.72	\$2,009.70	\$52,252	\$2,217.60	\$57,658
8	Start	\$26.27	\$1,904.58	\$49,519	\$2,101.60	\$54,642
	3 Months	\$27.73	\$2,010.43	\$52,271	\$2,218.40	\$57,678
	12 Months	\$29.19	\$2,116.28	\$55,023	\$2,335.20	\$60,715
9	Start	\$27.66	\$2,005.35	\$52,139	\$2,212.80	\$57,533
	3 Months	\$29.19	\$2,116.28	\$55,023	\$2,335.20	\$60,715
	12 Months	\$30.73	\$2,227.93	\$57,926	\$2,458.40	\$63,918
10	Start	\$29.23	\$2,119.18	\$55,099	\$2,338.40	\$60,798
	3 Months	\$30.86	\$2,237.35	\$58,171	\$2,468.80	\$64,189
	12 Months	\$32.48	\$2,354.80	\$61,225	\$2,598.40	\$67,558
11	Start	\$29.23	\$2,119.18	\$55,099	\$2,338.40	\$60,798
	6 Months	\$30.95	\$2,243.88	\$58,341	\$2,476.00	\$64,376
	12 Months	\$32.67	\$2,368.58	\$61,583	\$2,613.60	\$67,954
	24 Months	\$34.39	\$2,493.28	\$64,825	\$2,751.20	\$71,531
12	Start	\$29.98	\$2,173.55	\$56,512	\$2,398.40	\$62,358
	6 Months	\$31.74	\$2,301.15	\$59,830	\$2,539.20	\$66,019
	12 Months	\$33.51	\$2,429.48	\$63,166	\$2,680.80	\$69,701
	24 Months	\$35.27	\$2,557.08	\$66,484	\$2,821.60	\$73,362
13	Start	\$31.46	\$2,280.85	\$59,302	\$2,516.80	\$65,437
	6 Months	\$33.31	\$2,414.98	\$62,789	\$2,664.80	\$69,285
	12 Months	\$35.18	\$2,549.10	\$66,277	\$2,812.80	\$73,133
	24 Months	\$37.01	\$2,683.23	\$69,764	\$2,960.80	\$76,981
14	Start	\$33.47	\$2,426.58	\$63,091	\$2,677.60	\$69,618
	6 Months	\$35.44	\$2,569.40	\$66,804	\$2,835.20	\$73,715
	12 Months	\$37.41	\$2,712.23	\$70,518	\$2,992.80	\$77,813
	24 Months	\$39.38	\$2,855.05	\$74,231	\$3,150.40	\$81,910

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 October 1, 2007

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$17.42	\$1,262.95	\$32,837	\$1,393.60	\$36,234
	3 Months	\$19.48	\$1,412.30	\$36,720	\$1,558.40	\$40,518
	6 Months	\$20.51	\$1,486.98	\$38,661	\$1,640.80	\$42,661
2	Start	\$19.22	\$1,393.45	\$36,230	\$1,537.60	\$39,978
	3 Months	\$20.29	\$1,471.03	\$38,247	\$1,623.20	\$42,203
	12 Months	\$21.37	\$1,549.33	\$40,282	\$1,709.60	\$44,450
3	Start	\$20.06	\$1,454.35	\$37,813	\$1,604.80	\$41,725
	3 Months	\$21.16	\$1,534.10	\$39,887	\$1,692.80	\$44,013
	12 Months	\$22.27	\$1,614.58	\$41,979	\$1,781.60	\$46,322
4	Start	\$20.98	\$1,521.05	\$39,547	\$1,678.40	\$43,638
	3 Months	\$22.14	\$1,605.15	\$41,734	\$1,771.20	\$46,051
	12 Months	\$23.33	\$1,691.43	\$43,977	\$1,866.40	\$48,526
5	Start	\$21.98	\$1,593.55	\$41,432	\$1,758.40	\$45,718
	3 Months	\$23.21	\$1,682.73	\$43,751	\$1,856.80	\$48,277
	12 Months	\$24.41	\$1,769.73	\$46,013	\$1,952.80	\$50,773
6	Start	\$23.94	\$1,735.65	\$45,127	\$1,915.20	\$49,795
	3 Months	\$25.27	\$1,832.08	\$47,634	\$2,021.60	\$52,562
	12 Months	\$26.60	\$1,928.50	\$50,141	\$2,128.00	\$55,328
7	Start	\$25.07	\$1,817.58	\$47,257	\$2,005.60	\$52,146
	3 Months	\$26.47	\$1,919.08	\$49,896	\$2,117.60	\$55,058
	12 Months	\$27.86	\$2,019.85	\$52,516	\$2,228.80	\$57,949
8	Start	\$26.41	\$1,914.73	\$49,783	\$2,112.80	\$54,933
	3 Months	\$27.87	\$2,020.58	\$52,535	\$2,229.60	\$57,970
	12 Months	\$29.34	\$2,127.15	\$55,306	\$2,347.20	\$61,027
9	Start	\$27.79	\$2,014.78	\$52,384	\$2,223.20	\$57,803
	3 Months	\$29.34	\$2,127.15	\$55,306	\$2,347.20	\$61,027
	12 Months	\$30.88	\$2,238.80	\$58,209	\$2,470.40	\$64,230
10	Start	\$29.38	\$2,130.05	\$55,381	\$2,350.40	\$61,110
	3 Months	\$31.01	\$2,248.23	\$58,454	\$2,480.80	\$64,501
	12 Months	\$32.64	\$2,366.40	\$61,526	\$2,611.20	\$67,891
11	Start	\$29.38	\$2,130.05	\$55,381	\$2,350.40	\$61,110
	6 Months	\$31.10	\$2,254.75	\$58,624	\$2,488.00	\$64,688
	12 Months	\$32.83	\$2,380.18	\$61,885	\$2,626.40	\$68,286
	24 Months	\$34.56	\$2,505.60	\$65,146	\$2,764.80	\$71,885
12	Start	\$30.13	\$2,184.43	\$56,795	\$2,410.40	\$62,670
	6 Months	\$31.91	\$2,313.48	\$60,150	\$2,552.80	\$66,373
	12 Months	\$33.68	\$2,441.80	\$63,487	\$2,694.40	\$70,054
	24 Months	\$35.45	\$2,570.13	\$66,823	\$2,836.00	\$73,736
13	Start	\$31.62	\$2,292.45	\$59,604	\$2,529.60	\$65,770
	6 Months	\$33.48	\$2,427.30	\$63,110	\$2,678.40	\$69,638
	12 Months	\$35.34	\$2,562.15	\$66,616	\$2,827.20	\$73,507
	24 Months	\$37.20	\$2,697.00	\$70,122	\$2,976.00	\$77,376
14	Start	\$33.64	\$2,438.90	\$63,411	\$2,691.20	\$69,971
	6 Months	\$35.62	\$2,582.45	\$67,144	\$2,849.60	\$74,090
	12 Months	\$37.60	\$2,726.00	\$70,876	\$3,008.00	\$78,208
	24 Months	\$39.58	\$2,869.55	\$74,608	\$3,166.40	\$82,326

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 April 1, 2008

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$17.86	\$1,294.85	\$33,666	\$1,428.80	\$37,149
	3 Months	\$19.97	\$1,447.83	\$37,643	\$1,597.60	\$41,538
	6 Months	\$21.02	\$1,523.95	\$39,623	\$1,681.60	\$43,722
2	Start	\$19.70	\$1,428.25	\$37,135	\$1,576.00	\$40,976
	3 Months	\$20.80	\$1,508.00	\$39,208	\$1,664.00	\$43,264
	12 Months	\$21.90	\$1,587.75	\$41,282	\$1,752.00	\$45,552
3	Start	\$20.56	\$1,490.60	\$38,756	\$1,644.80	\$42,765
	3 Months	\$21.69	\$1,572.53	\$40,886	\$1,735.20	\$45,115
	12 Months	\$22.83	\$1,655.18	\$43,035	\$1,826.40	\$47,486
4	Start	\$21.50	\$1,558.75	\$40,528	\$1,720.00	\$44,720
	3 Months	\$22.69	\$1,645.03	\$42,771	\$1,815.20	\$47,195
	12 Months	\$23.91	\$1,733.48	\$45,070	\$1,912.80	\$49,733
5	Start	\$22.53	\$1,633.43	\$42,469	\$1,802.40	\$46,862
	3 Months	\$23.79	\$1,724.78	\$44,844	\$1,903.20	\$49,483
	12 Months	\$25.02	\$1,813.95	\$47,163	\$2,001.60	\$52,042
6	Start	\$24.54	\$1,779.15	\$46,258	\$1,963.20	\$51,043
	3 Months	\$25.91	\$1,878.48	\$48,840	\$2,072.80	\$53,893
	12 Months	\$27.27	\$1,977.08	\$51,404	\$2,181.60	\$56,722
7	Start	\$25.70	\$1,863.25	\$48,445	\$2,056.00	\$53,456
	3 Months	\$27.13	\$1,966.93	\$51,140	\$2,170.40	\$56,430
	12 Months	\$28.56	\$2,070.60	\$53,836	\$2,284.80	\$59,405
8	Start	\$27.06	\$1,961.85	\$51,008	\$2,164.80	\$56,285
	3 Months	\$28.57	\$2,071.33	\$53,854	\$2,285.60	\$59,426
	12 Months	\$30.07	\$2,180.08	\$56,682	\$2,405.60	\$62,546
9	Start	\$28.49	\$2,065.53	\$53,704	\$2,279.20	\$59,259
	3 Months	\$30.07	\$2,180.08	\$56,682	\$2,405.60	\$62,546
	12 Months	\$31.65	\$2,294.63	\$59,660	\$2,532.00	\$65,832
10	Start	\$30.11	\$2,182.98	\$56,757	\$2,408.80	\$62,629
	3 Months	\$31.79	\$2,304.78	\$59,924	\$2,543.20	\$66,123
	12 Months	\$33.46	\$2,425.85	\$63,072	\$2,676.80	\$69,597
11	Start	\$30.11	\$2,182.98	\$56,757	\$2,408.80	\$62,629
	6 Months	\$31.88	\$2,311.30	\$60,094	\$2,550.40	\$66,310
	12 Months	\$33.65	\$2,439.63	\$63,430	\$2,692.00	\$69,992
	24 Months	\$35.42	\$2,567.95	\$66,767	\$2,833.60	\$73,674
12	Start	\$30.89	\$2,239.53	\$58,228	\$2,471.20	\$64,251
	6 Months	\$32.71	\$2,371.48	\$61,658	\$2,616.80	\$68,037
	12 Months	\$34.52	\$2,502.70	\$65,070	\$2,761.60	\$71,802
	24 Months	\$36.34	\$2,634.65	\$68,501	\$2,907.20	\$75,587
13	Start	\$32.41	\$2,349.73	\$61,093	\$2,592.80	\$67,413
	6 Months	\$34.32	\$2,488.20	\$64,693	\$2,745.60	\$71,386
	12 Months	\$36.22	\$2,625.95	\$68,275	\$2,897.60	\$75,338
	24 Months	\$38.13	\$2,764.43	\$71,875	\$3,050.40	\$79,310
14	Start	\$34.48	\$2,499.80	\$64,995	\$2,758.40	\$71,718
	6 Months	\$36.51	\$2,646.98	\$68,821	\$2,920.80	\$75,941
	12 Months	\$38.54	\$2,794.15	\$72,648	\$3,083.20	\$80,163
	24 Months	\$40.57	\$2,941.33	\$76,474	\$3,245.60	\$84,386

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 October 1, 2008

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$17.95	\$1,301.38	\$33,836	\$1,436.00	\$37,336
	3 Months	\$20.07	\$1,455.08	\$37,832	\$1,605.60	\$41,746
	6 Months	\$21.13	\$1,531.93	\$39,830	\$1,690.40	\$43,950
2	Start	\$19.80	\$1,435.50	\$37,323	\$1,584.00	\$41,184
	3 Months	\$20.90	\$1,515.25	\$39,397	\$1,672.00	\$43,472
	12 Months	\$22.01	\$1,595.73	\$41,489	\$1,760.80	\$45,781
3	Start	\$20.66	\$1,497.85	\$38,944	\$1,652.80	\$42,973
	3 Months	\$21.80	\$1,580.50	\$41,093	\$1,744.00	\$45,344
	12 Months	\$22.94	\$1,663.15	\$43,242	\$1,835.20	\$47,715
4	Start	\$21.61	\$1,566.73	\$40,735	\$1,728.80	\$44,949
	3 Months	\$22.80	\$1,653.00	\$42,978	\$1,824.00	\$47,424
	12 Months	\$24.03	\$1,742.18	\$45,297	\$1,922.40	\$49,982
5	Start	\$22.64	\$1,641.40	\$42,676	\$1,811.20	\$47,091
	3 Months	\$23.91	\$1,733.48	\$45,070	\$1,912.80	\$49,733
	12 Months	\$25.15	\$1,823.38	\$47,408	\$2,012.00	\$52,312
6	Start	\$24.67	\$1,788.58	\$46,503	\$1,973.60	\$51,314
	3 Months	\$26.04	\$1,887.90	\$49,085	\$2,083.20	\$54,163
	12 Months	\$27.41	\$1,987.23	\$51,668	\$2,192.80	\$57,013
7	Start	\$25.83	\$1,872.68	\$48,690	\$2,066.40	\$53,726
	3 Months	\$27.27	\$1,977.08	\$51,404	\$2,181.60	\$56,722
	12 Months	\$28.70	\$2,080.75	\$54,100	\$2,296.00	\$59,696
8	Start	\$27.20	\$1,972.00	\$51,272	\$2,176.00	\$56,576
	3 Months	\$28.71	\$2,081.48	\$54,118	\$2,296.80	\$59,717
	12 Months	\$30.22	\$2,190.95	\$56,965	\$2,417.60	\$62,858
9	Start	\$28.63	\$2,075.68	\$53,968	\$2,290.40	\$59,550
	3 Months	\$30.22	\$2,190.95	\$56,965	\$2,417.60	\$62,858
	12 Months	\$31.81	\$2,306.23	\$59,962	\$2,544.80	\$66,165
10	Start	\$30.27	\$2,194.58	\$57,059	\$2,421.60	\$62,962
	3 Months	\$31.95	\$2,316.38	\$60,226	\$2,556.00	\$66,456
	12 Months	\$33.63	\$2,438.18	\$63,393	\$2,690.40	\$69,950
11	Start	\$30.26	\$2,193.85	\$57,040	\$2,420.80	\$62,941
	6 Months	\$32.04	\$2,322.90	\$60,395	\$2,563.20	\$66,643
	12 Months	\$33.82	\$2,451.95	\$63,751	\$2,705.60	\$70,346
	24 Months	\$35.60	\$2,581.00	\$67,106	\$2,848.00	\$74,048
12	Start	\$31.04	\$2,250.40	\$58,510	\$2,483.20	\$64,563
	6 Months	\$32.87	\$2,383.08	\$61,960	\$2,629.60	\$68,370
	12 Months	\$34.69	\$2,515.03	\$65,391	\$2,775.20	\$72,155
	24 Months	\$36.52	\$2,647.70	\$68,840	\$2,921.60	\$75,962
13	Start	\$32.57	\$2,361.33	\$61,394	\$2,605.60	\$67,746
	6 Months	\$34.49	\$2,500.53	\$65,014	\$2,759.20	\$71,739
	12 Months	\$36.40	\$2,639.00	\$68,614	\$2,912.00	\$75,712
	24 Months	\$38.32	\$2,778.20	\$72,233	\$3,065.60	\$79,706
14	Start	\$34.65	\$2,512.13	\$65,315	\$2,772.00	\$72,072
	6 Months	\$36.69	\$2,660.03	\$69,161	\$2,935.20	\$76,315
	12 Months	\$38.73	\$2,807.93	\$73,006	\$3,098.40	\$80,558
	24 Months	\$40.77	\$2,955.83	\$76,851	\$3,261.60	\$84,802

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

CUPE AND ITS LOCAL #251

1. This Agreement is to outline the process for the use of special postings to provide advancement opportunities for regular full-time employees.
2. This Agreement is intended to address circumstances where a regular full-time position becomes vacant but has not yet been approved for regular recruitment.
3. While the recruitment for the position is delayed pending approval, the Corporation will prepare a special posting for the position. This posting will indicate that the position has not yet been approved for regular recruitment and solicits applications from regular full-time employees who wish to be considered for the position in a 'review' capacity.
4. Selection criteria will be as provided in the Collective Agreement. If it is deemed that no internal applicants are qualified, the Corporation may assign a temporary employee to the position.
5. The status of the position will be reviewed every six months for a maximum period of one year, at which time the position is approved or eliminated.
 - a) If the position is approved for regular recruitment, the regular full-time employee in the 'review' situation will be appointed to the position. Time accrued in the review position will be included for the purpose of wage rate progression; or
 - b) If the position is approved for regular recruitment and is occupied by a temporary employee, the position will be posted for regular recruitment per the Collective Agreement; or
 - c) If the position is eliminated, the regular full-time employee in the 'review' situation will revert to his/her "home" position. Time accrued in the review position will be included for the purpose of wage rate progression in the employee's "home" position; or
 - d) If the position is eliminated and has been occupied by a temporary employee, the employment is terminated.
6. The "home" position of the successful applicant, and any subsequent vacancies, will be filled using the same system as noted above, until such time as a determination is made regarding the status of the initial vacancy. Subsequent vacancies at salary level 1 will not be posted but interested regular full-time employees will be considered before hiring a temporary employee.
7. If option 5 c) above is exercised with regard to the initial vacancy, all employees affected will revert to their "home" positions.
8. If the review position is not approved for regular recruitment, and the employee's "home" position has been eliminated, the affected employee will secure a position using Article 6.04, commencing with the evaluated salary level of the review position.

**Memorandum of Agreement
Re: Special Postings
Page 2**

- 9. Prior to the expiry of the 12 months, the parties may mutually agree to extend such employment. If mutual agreement is not obtained and the employment exceeds 12 months, the position is deemed to be approved and option 5 a) or b) above is implemented.
- 10. Positions currently not yet approved for regular recruitment and occupied by a temporary employee, will be reviewed. These positions will be posted for regular recruitment or per 3 above within one month following date of ratification.

For the Union	For the Corporation
<i>Bernice Kelly</i>	<i>Cathy Heard</i>
<i>K. G.</i>	<i>Don O'Leary</i>
<i>Helen Dill</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	

MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA
herein referred to as "*the Corporation*"

AND

CUPE AND ITS LOCAL #251

This Agreement is intended to address circumstances where a new full-time position is created for special projects and unusual workload demands in the Corporation creating a secondment situation. This outlines the process for secondment postings to provide advancement and career development opportunities for regular full-time employees only.

1. The Corporation will prepare a secondment posting for the position. This posting will indicate that the position is not a regular position, but is for a specific period of time. The posting solicits applications from regular full-time employees who wish to be considered for the position in a "secondment" capacity. The posting shall include: length of secondment, position title, Department and Branch, salary level, hours of work, summary of duties and qualifications.
2. Selection criteria will be as provided in the Collective Agreement with the exception of ~~7.06~~ 7.05, for regular full-time employees only. If there are no internal reasonably qualified applicants, the Corporation may assign a temporary employee who meets the established qualifications for the position.
3. Secondment positions are for a set period of time of up to twelve (12) months. The status of the position will be reviewed prior to its conclusion to determine if continuation is necessary. If it is determined by mutual agreement of the parties that continuation is necessary, the secondment may continue for a further period of up to six (6) months.
4. Secondment positions will be evaluated by the Joint Job Evaluation Committee prior to the posting of the position. A temporary position title and salary level will be assigned, but will not be incorporated into Schedule "A". Time accrued in the position will be included for the purpose of wage rate progression.
5. During the secondment period, the employee remains an incumbent of his/her "home" position. As well, the employee retains the entitlement to make application for employment opportunities within the Corporation.
6. The "home" position of the successful applicant and any subsequent vacancies will be filled using the same system as noted above until the conclusion of the initial secondment. Subsequent vacancies at salary level 3 and below will not be posted, but interested regular full-time employees will be considered before hiring any temporary employee. Should there be no qualified internal applicants, the position will be filled by a temporary employee.
7. When the secondment assignment concludes, all employees affected will revert to their "home" positions.

Memorandum of Agreement
Re: Terms and Conditions of Secondments
Page 2

8. If an employee's "home" position has been eliminated, the affected employee will secure a position using Article 6.04, commencing with the evaluated salary level of the "home" position.

9. If the secondment position is made regular full-time, the regular full-time employee assigned to that position will be appointed. If the secondment position is filled with a part-time or temporary employee and is made regular full-time, the position will be posted for regular recruitment per the Collective Agreement.

Signed at Oshawa, Ontario this 15th day of **March** 2002.

For the Union	For the Corporation
<i>Bernice Rattaby</i>	<i>Cathy Hoad</i>
<i>Helen Hill</i>	<i>Don O'Leary</i>
<i>John Gallo</i>	<i>M. J. [Signature]</i>
<i>John [Signature]</i>	

Memorandum of Agreement

between

The Canadian Union of Public Employees and its Local 251

hereinafter called "*the Union*"

and

The Corporation of the City of Oshawa

hereinafter called "*the Corporation*"

The purpose of this agreement is to outline the various clauses of the Collective Agreement that need to be altered to accommodate the Special Enforcement Officers' 12-hour shift schedule.

The intention of the parties is to monitor the effectiveness of these changes over the life of the Collective Agreement so that they may create permanent language for subsequent Collective Agreements.

Any questions, concerns, disputes or omissions should be taken to Labour/Management Committee for resolution.

ARTICLE 8 – LEAVE OF ABSENCE

8.07 A Department Head may grant an employee leave of absence with pay, up to a maximum of **7¼ hours**, 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.

8.10 Family Leave

Where the medical condition of a child, spouse or elderly parent of an employee or of the employee's spouse requires the employee to be absent from work to care for the child, spouse or elderly parent, a personal leave of absence will be granted upon request. The notification requirements of Article 9.02(c) shall apply. Such leaves of absence may total up to **two (2)** days per calendar year, without loss of basic wage.

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES

9.02 Sick Leave

(a) (ii) Commencing May 1, 1993, the rate of accumulation of sick leave for regular full-time employees is **9 hours** for each full month of employment.

(9) Any employee who has been absent from work in excess of **eighteen (18)** 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.

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 - **7.2** hours per month of service, up to a maximum of **72** hours (**6** days).
- (b) After completing 1 year of service - **96** hours (**8** days)
- (c) After completing 4 years of service - **108** hours (**9** days)
- (d) After completing 9 years of service - **132** hours (**11** days)
- (e) After completing 10 years of service - **144** hours (**12** days)
- (f) After completing 15 years of service - **168** hours (**14** days)
- (g) After completing 19 years of service - **180** hours (**15** days)
- (h) After completing 25 years of service - **216** hours (**18** days)

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 %	
72 hours (6 days) or less	4.0
96 hours (8 days)	5.2
108 hours (9 days)	6.0
132 hours (11 days)	7.2
144 hours (12 days)	8.0
168 hours (14 days)	9.2
180 hours (15 days)	10.0
216 hours (18 days)	12.0

10.05 ~~If a paid holiday falls during an employee's vacation, he/she shall be granted an additional 8 hours vacation at a time mutually agreed to between the Department Head or his/her delegate and the employee.~~

Vacation Scheduling

An employee shall submit his/her vacation request by March **31st** of the year in which it is taken.

ARTICLE 11 – PAID HOLIDAYS

11.01 Special Enforcement Officers shall be entitled to the following six (**6**) holidays:

- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve
- New Year's Day
- Good Friday

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

Plus an additional four **(4)** twelve (12) hour lieu days which are to be scheduled by March **31st** of the year in which it is taken. Any unused lieu days at the end of the calendar year shall be paid out. At the employee's request, unused lieu days can be cashed out and payable on the first pay in December.

- 11.02** When any of the above-named holidays falls on a 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 Sunday.
- 11.03** ~~When the Dominion Day (Canada Day) holiday falls on a Saturday or Sunday, the holiday will be observed on the Monday following.~~
- 11.06** An employee who is required to work on any of the six days scheduled above that are designated as a paid holiday shall be paid at the rate of time and one-half (1½) for the time so worked and, in addition, shall be paid for a full day at his/her regular rate of pay, where applicable.
- 11.08** If any of the six days scheduled above that are designated as a paid holiday occurs on a day off, the employee shall receive straight time pay, as calculated in Article 11.04 ~~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 16 - HOURS OF WORK

- 16.** Corporate Services Department
 (MLELS - Special Enforcement)

The normal work day for Special Enforcement staff shall consist of twelve (12) hours per day [total of ~~thirty-six (36)~~ **thirty-six (36)** hours per week], with a half-hour (**½**) paid lunch. Special Enforcement **Officers** shall work shifts to be scheduled on a four **(4)** week cycle, covering all or part of the ~~twenty-four (24)~~ **twenty-four (24)** hour/day period. The Supervisor of Special Enforcement Services, who is part of the bargaining unit, may periodically be required to work shifts.

ARTICLE 17 - OVERTIME

- 17.04** Staff of Special Enforcement will be paid the appropriate rate of pay for any overtime worked, but may not bank overtime hours for lieu time consideration.

ARTICLE 18 - SHIFT PREMIUM

- 18.01** Shift premium will be paid for Special Enforcement staff for all hours worked after **4:00 P.M.** until the completion of the shift. Effective April 1, 2006, shift premium will be ninety (**90¢**) per hour. Effective June 18, 2007, shift premium will increase to one dollar (**\$1**) per hour.

Miscellaneous

No Pyramiding or Duplicating

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

Physical Demands Testing


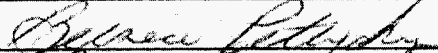








In addition to the above language requirements, it is noted that individuals working in Special Enforcement must be able to complete physical demands testing for the position, which will be reevaluated from time to time. As well, special training in various areas of enforcement techniques will be provided and are a core requirement for the position.

Relief

Qualified staff within the branch may be utilized in relief situations as required. Students may be utilized during the summer months to augment staff as required.

This memorandum will terminate at the end of this Collective Agreement.

Signed at Oshawa, Ontario, this the 17 day of September 2007.

For the Corporation	For the Union
	
	
	
	
	

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