



**COLLECTIVE AGREEMENT**

**CITY OF OSHAWA**

**and**

**CUPE LOCAL 251**  
*(Inside Workers)*

**April 1, 2014 – December 31, 2016**

07075 (14)

**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,

<b>INDEX</b>		
<b>Article #</b>	<b>Article</b>	<b>Page #</b>
1	Purpose and Coverage	1
2	Corporation Rights	3
3	Union Recognition and Security	3
4	Representation	4
5	Grievance and Arbitration Procedure	7
6	Seniority	9
7	Job Posting	12
8	Leave of Absence	14
9	Benefits for Regular Employees	16
10	Annual Vacation	25
11	Paid Holidays	27
12	Break Periods	28
13	Wage Rates and Classifications	28
14	Joint Job Evaluation Committee	30
15	Pay Procedures	32
16	Hours of Work	32
17	Overtime	37
18	Shift Premium	38
19	Call-Out and Stand-By	38
20	Service Bonus	38
21	Job Security	39
22	Strikes and Lockouts	39
23	General	39
24	Part-Time Employees	40
25	Seasonal Transfers	41
26	Termination and Amendment	43
	Schedule “A” - Occupational Classifications	44
	Schedule “B” - Wage Rates	46
	Letter of Understanding – Miscellaneous Items and Sustainability	49
	Letter of Understanding – Job Evaluation Process	51
	Letter of Understanding – Volunteers in Municipal Law Enforcement & Licensing Services (MLELS) – Animal Services	52
	Letter of Understanding – Team Lead Differential in Service Oshawa	53
	Memorandum of Agreement Re: Terms and Conditions of Secondments	54
	Memorandum of Agreement Re: Commitment to Future Discussions Regarding Flexibility, Efficiency and Cost Containment	56
	Memorandum of Agreement Re: Municipal Law Enforcement Services (MLES)	57
	Letter of Understanding – Safety Boots	59

**COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE CITY OF OSHAWA**

hereinafter called "*the Corporation*" of the first part,

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 251**

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

**ARTICLE 1 – PURPOSE AND COVERAGE**

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

**1.2** The Corporation recognizes the Canadian Union of Public Employees and its Local 251 as the sole and exclusive bargaining agent for all its employees, save and except:

Persons above the rank of 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; Administrative Assistant – Business Services; Airport Manager; Business Development Manager; City Clerk; Committee Co-ordinator; Community Improvement and Housing Co-ordinator; Co-ordinator, Accounting Services; Co-ordinator, Budget Services; Co-ordinator, Customer Service; Co-ordinator, Municipal Law Enforcement Operations; Co-ordinator, Parks and Environmental Programs; Co-ordinator, Tax Accounting Services; Council Meeting Co-ordinator; Councilors Administrative Assistant; Database Manager; Downtown Development Officer; Equipment Safety and Training Co-ordinator; Executive Administrative Assistant; Facilities Project Manager; Facility Managers; Foreman/Woman; LAN Manager; Manager, Administrative & Accessibility Services; Manager, Applications Support; Manager, Budgets & Financial System Development; Manager, Building Inspection Services; Manager, Business Development; Manager, Business Services; Manager, Capital and Technical Services; Manager, Construction Services; Manager, Customer Service Centre; Manager, Design Services; Manager, Development and Urban Design Services; Manager, Development and Water Resources Engineering Services; Manager, Financial Services; Manager, Fleet Services; Manager, Infrastructure Services; Manager, Licensing and Support Services; Manager, Marketing and Event Services; Manager, Municipal Law Enforcement Services; Manager, Office of Energy Management Program; Manager, Operations and Maintenance; Manager, Parking Services; Manager, Parks Development and Technical Support; Manager, Parks Maintenance Services; Manager, Permit Services; Manager, Policy; Manager, Programs and Facilities; Manager, Purchasing Services; Manager, Records Information System; Manager, Road Operations; Manager, Support Services; Manager, Systems and Security Operations; Manager, Taxation and Revenue Services; Manager, Traffic and Street Lighting Services; Manager, Waste and Environmental Programs; Municipal Prosecutor; OSCC Administration and Finance Manager; OSCC Executive Director; OSCC Independent Living Services Manager; OSCC Leisure Programs Manager; OSCC Program and Services Director; OSCC Volunteer Resource Services Manager; Principal Planner; Real Estate Manager; Senior Environmental Co-ordinator; Solicitor; Superintendent, Facility Operations; Supervisor, Cemetery Operations; Supervisor, Development Engineering Services; Supervisor, Facility Operations; Supervisor, Finance and Data Management; Supervisor, Fleet Services; Supervisor, Operational

**ARTICLE 1 – PURPOSE AND COVERAGE (continued)****1.2 (continued)**

Safety and Training; Supervisor, Operational Support; Supervisor, Parks Facilities Maintenance; Supervisor, Parks Forestry; Supervisor, Parks Grounds Maintenance; Supervisor, Patrol; Supervisor of Payroll Benefits & Accounts Payable; Supervisor, Purchasing and Support Services; Supervisor, Roads Maintenance; Supervisor, School Crossing Assistance Program; Supervisor, Traffic Field Operations; Supervisor, Waste Collection, 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.

**1.3** When the Corporation introduces a new or changed classification during the life of this Agreement and without restricting the right of the Corporation to fill such new or changed position, the matters of its inclusion or exclusion from the Bargaining Unit shall be discussed with the Union, subject to the right of either party to refer the question to the Ontario Labour Relations Board.

**1.4** Subsidized programs which may be available from any level of government may vary considerably. It is agreed the parties will discuss the matter of inclusion or exclusion from the provisions of the Collective Agreement of persons who may be hired, as the occasion arises.

**1.5** There is a limited need for regular part-time and temporary part-time positions in classifications listed in Schedule "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
<b>RegularPart-timePositions</b>	
Office of the City Manager – Fire Services	Unrestricted
Corporate Services – Municipal Law Enforcement and Licensing Services	Municipal Law Enforcement Officer
Corporate Services - City Clerk Services	Customer Service Representative
Community Services – Transportation & Parking Serv.	Parking Attendant
Community Services – Recreation & Culture Services	Clerk "C"
Oshawa Senior Citizens Centre	Clerk – Typist
Oshawa Senior Citizens Centre	Program Co-ordinator
Community Services – Animal Services	Animal Shelter Attendant (Max 3)

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

- 1.6 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**

- 2.1 The Union agrees that the Corporation has the exclusive right to manage the affairs, to direct the forces and to hire, promote, demote, transfer, layoff, recall and to suspend, discipline or discharge employees with seniority for just cause.
- 2.2 The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

**ARTICLE 3 – UNION RECOGNITION AND SECURITY**

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

The President of Local 251 may, at his/her discretion, attend all meetings between the Corporation and the Union.

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

No employee shall lose his/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.

- 3.3 The Corporation shall deduct from the wages of each employee to whom this Agreement applies, an amount equivalent to the union dues of a member of the Union and shall remit bi-weekly to the Secretary-Treasurer of the Union, all amounts so deducted with a list of names of employees 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.

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

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

- 3.5 In consideration of the deducting and forwarding of union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operations of this section.
- 3.6 All correspondence directed to the Union shall be sent to the Union's Recording Secretary with a copy to the Union President and it shall be the responsibility of the Union to notify the Corporation accordingly.

**ARTICLE 4 – REPRESENTATION**

- 4.1 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 4.2 The Union shall advise the Corporation of the personnel serving on these Committees and as Stewards. It is agreed that the number of Stewards from a Branch shall be by mutual agreement. The Negotiating Committee shall consist of not more than five (5) employees.
- 4.3 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who shall have access to the Corporation's premises, on notification to the office of the Department Head and Director, Human Resource Services, in order to investigate or assist in negotiations of a dispute.
- 4.4 The Corporation agrees without prejudice to the rights outlined in Article 2.01 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.

- 4.5 The Union acknowledges that Stewards, members of the Committees and Union Officers have regular duties to perform on behalf of the Corporation. Such persons shall not leave their regular duties without receiving permission from their 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.
- 4.6 It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business and that in accordance with this understanding the Corporation shall not make any pay deduction from such employees for the time spent in handling grievances, and attending meetings of grievances up to and including Step 3.

**ARTICLE 4 – REPRESENTATION (continued)**

**4.7** Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the employer, either directly or indirectly that demean, belittle or cause personal humiliation or embarrassment, that is directed at and offensive to another employee and which the person knows or ought reasonably to have known to be unwelcome to the recipient. There are three categories of harassment: sexual harassment, discriminatory harassment and workplace (bullying) harassment.

Sexual harassment includes conduct or comments of a sexual nature that the recipient does not welcome or that offend him or her. It also includes negative or inappropriate conduct or comments that are not necessarily sexual in nature, but which are directed at an individual because of his or her gender.

Discriminatory harassment includes comments or conduct based on the protected grounds in the Ontario Human Rights Code, which the recipient does not welcome or that offends him or her.

Workplace harassment is a health and safety issue that is covered under the Occupational Health and Safety Act. The Occupational Health and Safety Act defines workplace harassment as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

For clarification, harassment does not include, among other things, proper management disciplinary actions, counseling, or actions related to performance or attendance problems that are conducted according to the City's procedures.

Should an employee believe they are a victim of harassment he/she should follow the procedures outlined in the City's Respect in the Workplace Policy. If the issue is still not resolved through the Respect in the Workplace Policy, it may be filed as a grievance at step #2 within ten (10) working days after the conclusion of the Harassment Policy process. It is understood that the City's Respect in the Workplace Policy will be administered consistently and fairly and be revised on a regular basis.

Where the employer conducts an investigation involving bargaining unit members, a summary of the findings will also be provided to the complainant, respondent and union representative where appropriate. The President of CUPE Local 251 or designate will be provided access to the report to read in full.

**ARTICLE 4 – REPRESENTATION** *(continued)***4.8 Joint Health and Safety Committee**

- a. 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 and safety to all employees.
- b. In accordance with the City of Oshawa Joint Health and Safety Committee Terms of Reference, as amended from time to time, a Joint Health and Safety Committee (JHSC) shall be established and the Corporation and the Union shall each appoint representatives thereto.
- c. The JHSC bargaining unit members shall be appointed by the Union. There shall be equal representation from both parties at the meeting unless otherwise agreed to by the parties.
- d. The JHSC(s) shall:
  - review the Terms of Reference annually
  - conduct workplace inspections monthly or otherwise as agreed to by the JHSC.
  - identify potential dangers and hazards including incidents of violence and be involved in all health and safety inspections and testing as required.
  - review all health and safety incidents and recommend means of improving health and safety programs
- e. 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 and be posted.
- f. Time off for such representatives to attend meetings, prepare for meetings, attend training, conduct inspections or investigations of the JHSC, shall be granted and shall be paid at their regular or premium rate that applies. Bargaining unit members of the JHSC shall be allowed one (1) hour preparation time prior to any JHSC meeting or such longer time as may be agreed by the committee from time to time.
- g. The JHSC(s) will be provided such information and assistance as may be required for the purpose of carrying out any inspection or otherwise required by the OHSA.
- h. A representative shall have power to identify situations that may be a source of danger or hazard to employees and make suggestions to the JHSC(s).
- i. The City will provide for all required Health and Safety training for City employees.
- j. The Union agrees to co-operate to obtain the full co-operation of its membership in the operation of all safety rules and practices.



**ARTICLE 4 – REPRESENTATION (continued)**

- 4.9** 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 not exceed the representation of the Union executive and management representatives will be dependent upon the agenda items, with a minimum of two (2) representatives from the Union executive 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.
- 4.11** Upon request, the employer shall provide to the Union the name, address and phone numbers of all bargaining unit members.

**ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE**

**5.1 Grievance Procedure**

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

## **ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **5.1 Grievance Procedure (Continued)**

- 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. No person acting as a mediator at this Step shall be appointed as an Arbitrator at Step 4 without the consent of both parties. Cost of the mediator shall be shared by the Union and the Corporation.

### **5.2 Policy Grievance**

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

### **5.3 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 Position Description (PD), factor grades, numerical point values and reasons for rating.

Any grievance alleging the job is improperly described and/or evaluated under the provisions of the Job Evaluation Manual must be filed by the Union within twenty (20) working days of the Corporation's final answer. Such grievance shall indicate what are, in the opinion of the Union, the correct PD, 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.

## **ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **5.3 Job Evaluation Grievance (Continued)**

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 Position Description,
- (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.

### **5.4 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**

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

**6.2** 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.

**ARTICLE 6 – SENIORITY**

- 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 1<sup>st</sup> and July 1<sup>st</sup> shall be filed with the Union and posted electronically on the organization's Intranet. These lists will indicate name, position/ working title and seniority date.
- 6.4** 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.
- (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.
- (f) 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).

**ARTICLE 6 – SENIORITY****6.5** 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, unless there are legitimate and reasonable circumstances to delay a return.
- (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.

**6.6 Temporary Employees**

- (a) (i) Temporary vacancies are those created by peak work loads, leave of absence, illness, vacation or temporary transfers and such vacancies or positions will exist for not more than a 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.
- (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 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.

**ARTICLE 6 – SENIORITY (Continued)****6.6 (Continued)**

- (d) Should a temporary employee be hired into a full-time position, time worked in the most recent continuous service should be credited to the individual's seniority based on 157 hours paid equals one (1) month of seniority. This Article shall only apply to temporary employees on the payroll as of October 26, 2011 and onward.
- (e) Effective the first pay period of 2012, a temporary employee will receive vacation pay entitlement in accordance with the Employment Standards Act each pay period.

**ARTICLE 7 – JOB POSTING**

- 7.1** Subject to the provisions of Article 7.04, when vacancies occur or new jobs are created, these positions will be posted via the organization's intranet and on a bulletin board accessible to all employees for a period of seven (7) working days during which time regular employees will have the opportunity to apply and be considered before temporary employees or outside applicants are considered. This does not prevent the employer from advertising concurrently inside and outside. Special consideration will be given to any employee on sick leave or approved time off for the entire seven (7) days, provided the employee applies to HR within five (5) working days following the seven (7) working day posting period.

For RPT positions, the initial posting shall produce a list that can be utilized for subsequent postings for a period of up to six (6) months.

All unsuccessful regular employee applicants that are interviewed will be notified by e-mail 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. Should an employee not have regular access to e-mail they will be sent the notification by letter.

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.

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

If the vacancy is not filled by a regular employee through the posting process, applications from others will be considered in the following order:

- (1) Regular full-time probationary employees;
- (2) Regular part-time employees; then
- (3) Temporary employees and non-employees.

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.

**ARTICLE 7 – JOB POSTING (continued)**

**7.3** Successful applicants, provided they are regular employees, will be paid at their new pay rate upon commencing their new duties, or not more than 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.

**7.4** 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.

Should a regular full-time employee with a disability be required to be accommodated within this bargaining unit who came from CUPE Local 250, such employee shall bring his/her seniority with him/her.

**7.5 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.

**7.6 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.

**7.7** Any employee selected through the job posting procedure shall be allowed up to thirty (30) days worked during which time he/she shall be on a trial period in the new position. Within this period, the employee may be returned by the new Manager or the employee may voluntarily return to the position formerly occupied without loss of seniority with five (5) working days notice.

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

**ARTICLE 8 – LEAVE OF ABSENCE**

**8.1** Leave of absence, without pay or loss of accrued seniority, for personal reasons, may be granted upon ten (10) working days' notice, written application to be made to the 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.

**8.2** (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) Recording Secretary
- (4) Treasurer
- (5) One other member from 251

(iii) Joint meetings of the Health and Safety Committee:

- (1) Representatives in the number recommended by the Committee and approved by the Corporation.

(iv) Meetings of the Labour/Management Committee:

- (1) Four (4) representatives, one of whom is the President.

(v) All other meetings, attendance as agreed by the parties.



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

**8.2 (continued)**

- (c) Representatives of the union who are in approved attendance, at qualifying meetings, as defined in 8.02(b), during hours which are not within their scheduled hours of work, will be paid by the Corporation at the basic straight time hourly rate for their classification as indicated in the records of the Human Resource Services Branch or the employee may elect lieu time in accordance to Article 17. The time for which compensation is to be paid for a qualifying meeting will include no more than a total of one (1) hour for briefing and debriefing immediately before and after the meeting.

**8.3** 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.

**8.4 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.

**8.5 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
- (d) Bereavement leave entitlements are:

UPON DEATH OF	LENGTH OF LEAVE
Spouse, Daughter, Son, Mother, Mother-in-law, Father, Father-in-law, Sister, Brother, Grandchild	Seven (7) consecutive calendar days
Daughter-in-law, Son-in-law, Sister-in-law, Brother-in-law, or Grandparent 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)**

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

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

- 8.7** 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.

- 8.8** 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.

- 8.9** 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 family member as defined in the Employment Standards Act (Personal Emergency Leave Section) requires the employee to be absent from work to care for such family members, 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.

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

- 9.1 (a) Medical and hospital services as provided by the Health Insurance Act.
- (b) Semi-private coverage for hospital care.
- (c) **Extended Health Care Plan** covers all eligible charges in excess of \$10 (single) and/or \$20 (family) deductible per calendar year for all prescription drugs, private-duty nursing, semi-private hospital coverage, etc. Effective January 1, 2012, the overall maximum shall be increased to \$19,500 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, effective June 18, 2007, the maximum payment is increased to \$1,000 per insured per twenty-four (24) month period.
- Massage therapy benefit is increased to a maximum benefit of five hundred (\$500) dollars per insured per calendar year effective January 1, 2012. Licensed Massage therapy benefit (no physician recommendation is required). Effective June 23, 2014, six hundred dollars (\$600.00).
- 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.

Effective January 1, 2012:

- The maximum for Paramedical Practitioners (registered chiropractor, osteopath, chiropodist, podiatrist, speech therapist, Psychologist, Master of Social work or Clinical Counselor) is five hundred dollars (\$500.00) per practitioner per individual per calendar year, with no visit limit

**Optical Expense Benefit** – (This benefit can be applied to elective laser vision corrective procedures.) Effective January 1, 2010, the maximum payment is four hundred dollars (\$400) per insured in any twenty-four (24) month period or effective January 1, 2012, after a 12 month period where there has been a change in the prescription. In addition, coverage for one (1) eye examination for every twenty-four (24) months is allowed. Effective June 23, 2014, the maximum payment is four hundred and fifty dollars (\$450) per insured in any twenty-four (24) month period or, after a 12 month period where there has been a change in the prescription. In addition, coverage for one (1) eye examination every twenty-four (24) months is allowed.

**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.1 (continued)**

- (d) (i) **Group Life Insurance** coverage is equal to two (2) times basic annual salary rate rounded to the next higher one hundred (\$100) dollars. For employees working at age 65 and over, coverage is up to \$4,000.
- (ii) **Accidental Death and Dismemberment Insurance** coverage is equal to two (2) times basic annual salary rate rounded to the next higher one hundred (\$100) dollars. Upon retirement, coverage is cancelled.

**(e) Dental Plan.**

Effective January 1, 2012, this benefit will be based on an automatic one (1) 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. LTD benefits begin after one hundred and eighty (180) calendar days. Employees who have sufficient sick bank credits may choose to extend sick leave for an additional six (6) months (up to a maximum of twelve (12) months total) prior to the start of LTD. Remaining banked sick credits will be frozen when LTD begins and reinstated when the employee returns to work (no accumulation while on LTD).

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

**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.1 (continued)**

- (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.
- (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.
- (m) The employer will provide benefit booklets to all employees.

**9.2 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.

**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.2 Sick Leave (continued)**

- (e) An employee making frequent use of his/her sick leave credits through short term absences may, at the discretion of the Manager, 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) consecutive working days due to medical reasons, may, prior to returning to work, be required to provide the Corporation with a medical certificate certifying that he/she is capable of performing his/her duties.
- (g) Where an employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he/she shall not receive sick pay credit for the month in which he/she was so absent.
- (h) An employee shall not be entitled to sick pay in advance of any credit he/she may earn in the current month; such credit becomes available only on and after the first day of the following month.
- (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.

**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.2 Sick Leave (continued)**

- (p) An employee who is injured on duty where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, while off work, be advanced by the Corporation to the extent of available sick leave credits an amount equal to an estimate of the anticipated 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.
- (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:

**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.2 Sick Leave (continued)**

(r) (continued)

Regular Full-Time Status in the Bargaining Unit Attained	Years of Continuous Applicable Service	Fraction
Prior to November 1, 1985	More than 2	1/2
November 1, 1985 - March 31, 1992	More than 10	1/4
November 1, 1985 - March 31, 1992	More than 15	3/8
November 1, 1985 - March 31, 1992	More than 20	1/2
After March 31, 1992	Not Applicable	N/A

(s) When the employer requests medical documentation of an employee who has been absent due to illness, the employee is to present the documentation to the Employer in a sealed envelope addressed to Human Resources – Confidential Medical Documentation. All such medical documentation shall be kept in a secure location within Human Resources.

**9.3 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.

**9.4** 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.



**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.5 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 \$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.

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 a reduced or 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.

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

- (2) To qualify for coverage the retired employee must be entitled to benefits under a Provincial medicare plan and shall provide 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.

**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.5 Benefits for Retired Employees (continued)****(a) Medical Benefits (continued)**

- (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.
- (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).

**ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)****9.5 Benefits for Retired Employees (continued)****(b) Group Life Insurance (continued)**

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**

**10.1** The following vacations with full pay shall be allowed in each calendar year and must be taken in the calendar year. All regular full-time employees will receive vacation with pay in accordance with the following schedule:

Effective April 1, 2014:

- (a) In the first calendar year – three (3) weeks prorated based on start date
- (b) After completing 1 year of service – three (3) weeks
- (c) After completing 9 years of service – four (4) weeks
- (e) After completing 15 years of service – five (5) weeks
- (f) After completing 24 years of service – six (6) weeks

**10.2** Effective April 1, 2014:

An employee shall be entitled to increased annual vacation after January 1<sup>st</sup> in the year in which the first, ninth, fifteenth, and twenty-fourth 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

Vacation payout upon termination will be pro-rated based upon the date of termination.

- 10.3**
- (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.

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

- 10.4** 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:

Effective April 1, 2014:

Entitlement%	Vacation Pay
3 weeks	6.0
4 weeks	8.0
5 weeks	10.0
6 weeks	12.0

- 10.5** 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.
- 10.6** An employee who is admitted to hospital or confined to his/her residence as a result of illness or injury occurring immediately prior to his/her scheduled vacation shall have his/her vacation rescheduled. Eligibility shall require a medical certificate stating the inclusive dates the employee was unable to perform his/her duties. The provisions of Article 9.02 (c) and (d) shall apply.
- 10.7** 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.

**10.8 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****11.1**

- (a) Temporary employees and all probationary and regular employees shall be entitled to the following paid holidays:

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

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

- (b) Remembrance Day  
Christmas Eve  
New Year's Eve

The Corporation and the Union may, with mutual agreement, designate the above days for alternative days in order to create operational efficiencies. Any such changes need to be declared by November 1 of the preceding year.

- 11.2** When any of the above-named holidays, (except Canada Day) falls on a Saturday or Sunday, the holiday shall be moved to the nearest working day not previously recognized as a paid holiday or to such other day as may be mutually agreed upon by the parties. It is understood that any premium payable for working on a paid holiday shall not apply to such Saturday or Sunday.
- 11.3** When the Canada Day holiday falls on a Saturday or Sunday, the holiday will be observed on the Monday following.
- 11.4** 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.
- 11.5** In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence satisfactory to the Corporation.
- 11.6** 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.
- 11.7** 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.

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

- 11.8 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.
- 11.9 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**

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

**ARTICLE 13 – WAGE RATES AND CLASSIFICATIONS**

- 13.1 The occupational classifications and the corresponding wage rates, set out in Schedules “A” and “B” attached to this Agreement, are hereby established as the classifications and wage rates for the employees covered by this Agreement.
- 13.2 The Job Evaluation System (adopted by both Parties in 1973 and subsequently amended and dated 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 Position Descriptions shall be classified by the Evaluation Committee in accordance with the Job Evaluation System. Minor changes to Position Descriptions such as identification details, name of Department, Branch or Division reporting structure, qualifications other than education or changes made necessary for consistency with other Position Descriptions, will not require review and/or evaluation.

Job evaluation requests shall be considered in the order in which they come before the Joint Job Evaluation Committee. Evaluation requests for vacant positions under Article 14.02 shall take precedence.

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

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

- 13.4** 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.

- 13.5** 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.

- 13.6** 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.

- 13.7** 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.

- 13.8** 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 – WAGE RATES AND CLASSIFICATIONS (continued)**

- 13.9 Where the Director, Human Resource Services, and the affected 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**

- 14.1 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 Position Description (PD)(s) prior to the meeting scheduled to deal with that PD(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 PD. The JJEC will base its rating on the contents of the PD. The contents of the PD 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 PD(s) must be amended accordingly and presented to the JJEC at the same time. Following submission of the PD 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 PD.

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).



**ARTICLE 14 – JOINT JOB EVALUATION COMMITTEE (continued)****Job Evaluation Procedures****14.2 Corporation Initiated**

- a) The Corporation shall prepare the PD.
- b) Where there is an incumbent in the job he/she shall have the opportunity to review and comment on the PD.
- c) The PD shall be forwarded by the Director, Human Resource Services, to the JJEC.
- d) Within thirty (30) calendar days after receipt of the PD by the Corporation, the JJEC shall meet to review and evaluate the PD. Exceptions will be made upon mutual agreement of committee members.
  - 1. Where there is an incumbent:
    - (i) and agreement is reached on the evaluation of the PD, the result shall be effective on the first Monday of the pay period following the date the PD has been approved by the JJEC; or
    - (ii) and no agreement is reached on the evaluation of the PD, 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 PD, 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 PD, the Union may submit a job evaluation grievance.
    - (iii) The vacant position will not be posted until the position has been rated by the JJEC.

**14.3 Employee Initiated 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 PD template. The Employer shall provide the employee with a copy of the current PD on file for their position upon request of the employee.
- (b) The employee shall discuss the PD with his/her manager and after submitting a complete PD to the manager, the manager shall submit the PD to Human Resource Services with a completed Statement of the Manager within ten (10) working days and a copy forwarded by Human Resources to the members of JJEC in a timely manner.
- (c) Within thirty (30) calendar days after receipt of the PD by the Corporation, the JJEC shall meet to review and/or evaluate the PD. Exceptions will be made upon mutual agreement of committee members.
- (d) Salary increases resulting from the evaluation shall be effective on the first Monday of the pay period following the date the completed PD is received in Human Resource Services or as required in (b) above, whichever occurs first.
- (e) If no agreement is reached on the evaluation of the PD, the Union may submit a grievance in accordance with Article 5.03.

**ARTICLE 14 – JOINT JOB EVALUATION COMMITTEE (continued)****14.4 Integration of Job Evaluation Results with Schedule “A”**

The position titles of the evaluated PDs 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.

**14.5 Redundant Positions**

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

The transfer of any of the functions of the redundant position to another position shall be dealt with under 14.02 or 14.03.

**ARTICLE 15 – PAY PROCEDURES**

**15.1** Employees shall be paid bi-weekly by direct payroll deposit.

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

It is understood by the parties that this clause is intended to mean that an employee may not claim two (2) of the same payments (shift premium, overtime, stand-by or holiday pay) at the same time, i.e. stand-by pay from one area while claiming stand-by pay in another area.

**ARTICLE 16 – HOURS OF WORK****16.1 General**

- (a) The following shall be considered the hours of work to be paid for at the rates shown in Schedule “B” as provided for in Article 13.
- (b) The Corporation’s work week shall commence at 12:00 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.
- (f) Schedules shall be prepared and posted at least two (2) weeks in advance 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.

## **ARTICLE 16 – HOURS OF WORK**

### **16.2 Flexible Work Hours**

In order to meet the needs of employees and/or an increase in Community demand for more flexible hours of operation of City Services, 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;
- (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 up to a full day off;
  - (6) maintenance of the integrity of standard bi-weekly hours;
  - (7) revised time keeping practices;
  - (8) reductions in overtime; etc.
  - (9) Flexible arrangements may cover more than one (1) pay period.
- (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 will apply;
- (f) Service coverage must be provided by the organizational group throughout the hours of work provided for in Article 16;
- (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.

### **16.3 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.

**ARTICLE 16 – HOURS OF WORK (continued)****16.4 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 ( $\frac{1}{2}$ ) hour for lunch.

**16.5 Development Services****Construction Section – Survey**

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

**Building Inspection Services**

(b) Effective the first day of the month following October 26, 2011:

Normal hours: Monday through Friday – Four (4) days 8:00am to 4:30pm with one half ( $\frac{1}{2}$ ) hour for lunch and one day – 9:30am to 6:00pm with one half ( $\frac{1}{2}$ ) hour for lunch. Scheduling of the 9:30am to 6:00pm work day will be rotated weekly for each inspector to ensure equitable distribution.

A schedule shall be posted at least one (1) month in advance and may be altered by mutual agreement between the parties.

**16.6 Community Services Department – Parking Operations Field Staff**

Hours of work totalling  $36\frac{1}{4}$  hours per week or 40 hours per week as the case may be, shall be as scheduled from time to time.

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

- (a) Day, afternoon and evening shifts shall be as scheduled within the Corporation's work week.
- (b) 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.
- (c) The normal work day for personnel working a  $36\frac{1}{4}$  hour week shall consist of  $7\frac{1}{4}$  hours per day, with up to one and one-quarter ( $1\frac{1}{4}$ ) hours off for lunch.
- (d) 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)****16.8 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., totaling 36¼ hours per week.

**16.9 (a) Community Services Department (Road Operations )**

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

**(b) Community Services Department (Parks Services)**

Hours of work totaling 36¼ hours per week or 40 hours per week as the case may be 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, totaling 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 Corporate Services Department  
(Municipal Law Enforcement & Licensing Services)**

(a) It is recognized that Shift Work, Stand-by, Call-out and Scheduled Overtime are a fundamental part of the Municipal Law Enforcement work.

(b) The normal work week for MLEO employees shall consist of thirty-six and one quarter (36 ¼) hours per week, consisting of five (5) shifts of seven and one quarter (7¼) hours per day with a forty-five (45) minute lunch break.

(c) The Municipal Law Enforcement Officers shall work shifts to be scheduled covering any part of the twenty-four (24) hour/day period. Normal hours of work will be primarily scheduled on a three shift basis running:

(1) Monday to Friday and Tuesday to Saturday as follows:

8:00a.m. to 4:00p.m.

4:00p.m. to 12:00a.m.

12:00a.m. to 8:00a.m.

The 12:00 a.m. to 8:00 a.m. shift is recognized as applying to specific Municipal Law Enforcement activities, is scheduled in advance, reflects unique operational needs, and is to be applied on an offering down in order of seniority and ordering up in reverse order. Notice of a minimum of fifteen (15) working days in advance will be provided in such cases, unless mutually agreed between the employee and appropriate manager.

(2) Sundays

Staffing of normal Sunday shifts will be by regular part-time staff. Where a staff shortage occurs, regular full-time will cover Sunday shifts, the work will be offered as Scheduled Overtime or Overtime.

**ARTICLE 16 – HOURS OF WORK (continued)****16.11 Corporate Services Department  
(Municipal Law Enforcement & Licensing Services) (continued)**

- (d) A weekly Stand-by schedule will be established covering all or part of the twenty-four (24) hour/day – seven (7) days a week, including statutory holidays. Stand-by schedules will be established three (3) months in advance with the requirement of a minimum of one officer per week.
- (e) A minimum of eight (8) Municipal Law Enforcement Officers will be required to staff the Stand-by schedule. Stand-by work will be assigned using the practice of offering down in order of seniority and ordering up in reverse order. No employee shall be required to be on stand-by for more than one week within an eight week schedule, unless mutually agreed to between the parties.
- (f) Municipal Law Enforcement Officers will receive twenty-two dollars and fifty cents (\$22.50) per day while on stand-by subject to Article 15.02 of the Collective Agreement.
- (g) The Corporation will make every effort to schedule and post shifts three (3) months in advance; however in exceptional circumstances that arise and that could not be foreseen at the time of the posting, the normal hours of work may be rescheduled. The Corporation shall consult with the affected employees for suggestions prior to amending an existing work schedule. Notice of a minimum of fifteen (15) working days in advance will be provided in such cases, unless mutually agreed between the employee and the appropriate manager.
- (h) Scheduled Work, Scheduled Overtime, Overtime and working on Statutory holidays will be distributed equitably among those normally performing the work. The term “scheduled overtime” will apply to work scheduled after but not continuous from assigned normal working hours. Scheduled overtime shifts may be assigned for up to seven and one-quarter (7¼) hours.

**16.12 Corporate Services Department  
(Service Oshawa)**

The hours of work shall be as scheduled between the hours of 7:00 A.M. to 7:00 P.M. Monday through Friday and 7:00 A.M. to 5:00 P.M. on Saturday.

**16.13 Community Services Department  
(Animal Services)**

The Corporation may establish in the Animal Services Section a schedule with normal hours of work of forty (40) hours a week consisting of five (5) shifts of eight (8) hours each, scheduled between the hours of 7:00 A.M. Sunday and 11:00 P.M. Saturday. Payment will be at straight time rates with shift premium payable when applicable.

**ARTICLE 16 – HOURS OF WORK (continued)****16.14 Corporate Services  
(City Clerks Services)**

The following will govern the hours of work for the position of Clerk F – Advisory Committee Coordinator:

- (a) The hours of work are generally from 8:30a.m. to 4:30p.m. from Monday through Friday.
- (b) Shifts shall be scheduled as required (with a minimum of twenty-four (24) hours notice) to accommodate the operational requirements of the Division, from Monday through Friday, between the hours of 8:30a.m. and 10:00p.m., totaling seven and one quarter (7 ¼) hours per day and thirty-six and one quarter (36 ¼) hours per week.
- (c) The duration of the lunch period will be flexible but no less than three quarters (3/4) of an hour.

**ARTICLE 17 – OVERTIME**

- 17.1 All time worked other than the normal day and week outlined in Article 16 will be considered overtime.
- 17.2 Overtime will be paid at one and one-half (1½) times the normal rate except for overtime on Sunday, which will be paid at double the normal rate.
- 17.3 Whenever possible, overtime and call back time shall be distributed equitably among those employees who normally perform the work.
- 17.4 Regular employees within the Construction Section, Development Services Department, and those employees transferred into the Construction Section, may elect to take time off in lieu of payment for overtime worked, to a maximum of 160 hours.

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.

**ARTICLE 17 – OVERTIME (Continued)**

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

No payment shall be made for overtime hours worked by an employee who elects to take time off in lieu of overtime worked, but such overtime will be accumulated at 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**

- 18.1** Shift premium will be paid to all regular full-time employees working on regularly scheduled 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, 2011 the shift premium shall be \$1.10 per hour.

**ARTICLE 19 – CALL-OUT AND STAND-BY**

- 19.1** Employees shall be paid a minimum of three (3) hours, at overtime rates for each call-out.
- 19.2** Additional or successive call-outs commencing and concluding within the three (3) hour period shall be regarded as part of the original call-out.
- 19.3** Continuous extension of a call-out beyond the three (3) hour period shall be paid for at overtime rates for the actual time worked.
- 19.4** Subsequent call-outs arising after the conclusion of a previous (or extended, if applicable), operation and after the employees shall have reached home shall be deemed to be a new call-out and be treated as set out in 19.01, 19.02 and 19.03 above. Employees on call-out will revert to their regular wage rate if the call out overlaps their regular scheduled shift.
- 19.5** Call-out for Animal Services employees is a condition of employment.
- 19.6** Animal Services employees will receive one hundred and fifty-seven dollars and fifty cents (\$157.50) per week on stand-by.

**ARTICLE 20 – SERVICE BONUS**

- 20.1** A cash bonus will be paid on the pay day closest to December 10<sup>th</sup> 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.



**ARTICLE 20 – SERVICE BONUS (Continued)**

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

After 25 years or more of service - \$260 annually

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

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

**ARTICLE 21 – JOB SECURITY**

21.1 The Management of the Corporation shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee is displaced from his/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.
- (4) If none of the foregoing action is attainable, allow the employee to displace another position as outlined in 6.04 (layoff and recall) or if 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.

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

**ARTICLE 22 – STRIKES AND LOCKOUTS**

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

**ARTICLE 23 – GENERAL**

23.1 The Corporation agrees to maintain Errors and Omissions Insurance, subject to the terms and conditions of any governing master policy or statutory requirement. 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.

**ARTICLE 23 – GENERAL (continued)**

**23.2** 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.

**23.3** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, wherever the context so requires.

**23.4 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.

**23.5** The disciplinary record of an employee shall not be used against him/her at any time after eighteen (18) months following the imposition of the discipline and the disciplinary letters shall be removed from their personal file thereafter.

An exception to this is where an employee has been presented with a final written warning or suspension which has not been overturned by the procedure in Article 5 – Grievance and Arbitration Procedure, in which case twenty-four (24) months shall apply.

**23.6** Staff of the Animal Services Division will be provided with uniforms/scrubs. This clothing issue will be replenished every year or as needed. Such employees shall be entitled to safety footwear provisions as per Branch policy.

**ARTICLE 24 – PART-TIME EMPLOYEES**

**24.1** A Part-time employee is an employee who is regularly scheduled to work thirty (30) hours or less per week in their position. It is understood that regular part-time employees may, from time to time, be scheduled to work in excess of thirty (30) hours per week due to peak workloads, temporary vacancies, leave of absences, illness, vacation coverage or relieving in regular full-time positions on a temporary basis.

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.

**24.2** Owing to the inherent nature of part-time employment and in the absence of a defined work schedule for part-time employees, it is expressly agreed that the scheduling or non-scheduling of work for any part-time employee shall be the sole prerogative of the Corporation.

**24.3** Part-time employees shall be required to serve a probationary period of nine hundred and forty-five (945) hours of work from the time of hire. During the probationary period of employment, part-time employees shall not have recourse to grievance or arbitration as a result of disciplinary action or termination of employment.

**24.4** Part-time employees shall be paid according to the number of hours worked each day.

**ARTICLE 24 – PART-TIME EMPLOYEES (Continued)**

**24.5** 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.

**24.6** 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 (7¼ or 8 as the case may be) and/or week (36¼ or 40 as the case may be).

**24.7** 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%).

**24.8** As of April 1, 2009, should a part-time employee be hired into a full-time position, time worked in the most recent continuous service should be credited to the individual's seniority based on 157 hours paid equals one (1) month of seniority.

**24.9** Effective January 1, 2012, a regular part-time Program Coordinator 'C' – OSCC employed at the Oshawa Senior Citizen's Centre and regularly scheduled for 30 hours or more per week on a continuous basis for a period not less than six (6) months will be entitled to up to thirty-six (36) sick leave hours per 1560 hours worked. This is accrued at a rate of 2.25 hours per month.

Employees covered under this clause are not entitled to draw sick leave pay until they have accumulated six (6) months continuous service with the Corporation.

At any time the employer may request medical documentation substantiating the absence.

Employees covered under article 24.09 are subject to article 9.02 c,f,g,h,i,k,m.

**ARTICLE 25 – SEASONAL TRANSFERS**

**25.1** 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.

**25.2** 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.

**25.3** 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.

**25.4** 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.

**ARTICLE 25 – SEASONAL TRANSFERS (Continued)**

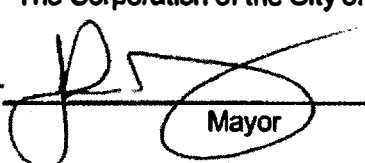
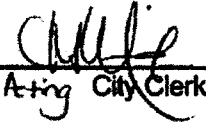

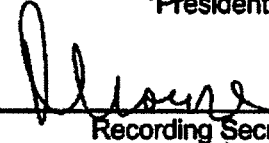
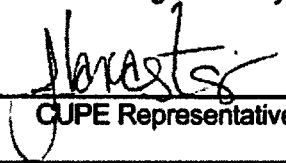
- 25.5** An employee whose normal work week is 40 hours per week will suffer no loss in normal weekly hours of work as a result of such transfer.
- 25.6** When such assignment results in the employee moving to a position evaluated in a higher salary level, the employee will be paid in the salary level 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.
- 25.7** 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.
- 25.8** 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.
- 25.9** 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**

- 26.1 This Agreement shall be binding and remain in effect from the 1<sup>st</sup> day of April 2014, until the 31<sup>st</sup> day of December 2016, 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.
- 26.2 Within forty-five (45) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

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

Dated at Oshawa, Ontario, this the 13 day of Feb, 2015

<p>(Seal of the Corporation of the City of Oshawa)</p>  <p style="font-size: 2em; font-family: cursive;">Jackie Long</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Director, Human Resource Services</p>   <p style="font-size: 2em; font-family: cursive;">K.</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Chairman, Negotiating Committee</p>	<p>The Corporation of the City of Oshawa</p> <p>Per  _____ Mayor</p> <p>Per  _____ Acting City Clerk</p> <p>The Canadian Union of Public Employees and its Local Number 251</p> <p>Per  _____ President</p> <p>Per  _____ Recording Secretary</p> <p>Per  _____ CUPE Representative</p>
---	--

**SCHEDULE "A"**

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

**OCCUPATIONAL CLASSIFICATIONS**

<b>Salary Level</b>	<b>Position Titles</b>	<b>Hours per Week</b>	
1	Clerk "A"	36¼	
	Animal Shelter Attendant Parking Attendant Program Co-ordinator "A" – OSCC (Oshawa Senior Citizens Centres)		40 40
2	Clerk "B"	36¼	
	Clerk "B" Programs and Services - OSCC	36¼	
	Program Co-ordinator "B" – OSCC	36¼	
3	Clerk "C"	36¼	
	Program Co-ordinator "C" – OSCC	36¼	
4	Clerk "D"	36¼	
	Animal Care Attendant		40
	Program Co-ordinator "D" – OSCC Rod Person	36¼	40
5	Clerk "E"	36¼	
	Geographic Information Systems (GIS) Technician	36¼	
	Parking Maintenance Technician		40
	Program Co-ordinator "E" – OSCC	36¼	
6	Administrative Officer "A"	36¼	
	Animal Services Clerk		40
	Automotive Person		40
	Clerk "F"	36¼	40
	Customer Service Representative	36¼	
	Community Relations Coordinator	36¼	
	Engineering Support Technician	36¼	
	Network Systems Administrator	36¼	
	Planning Assistant	36¼	
	Program Co-ordinator "F" – OSCC	36¼	
	Technical Services Technician "A"		40
	Transportation & Parking Support Technician	36¼	
	7	Administrative Officer "B"	36¼
Business and Customer Service Coordinator		36¼	
Business and Information Services Coordinator		36¼	
Capital Contract Technologist		36¼	
Capital Cost Technician		36¼	
Customer Service Team Lead		36¼	
Design Technologist "A"		36¼	
GIS Technologist		36¼	
Infrastructure Technician		36¼	
Instrument Person			40
Parks and Environmental Services Technician			40
Parks Project Technician		36 ¼	
Planning Technician		36¼	
Program Assistant "C"-Education – OSCC		36¼	
Program Co-ordinator "G" – OSCC		36¼	
Program Co-ordinator – Recreation		36¼	
8	Administrative Officer "C"	36¼	
	Customer Service Technical Administrator	36¼	
	Engineering Technologist	36¼	
	Facilities Contract Co-ordinator	36¼	
	Facilities Project Co-ordinator	36¼	
	Finance Officer "A"	36¼	
	GIS Analyst	36¼	
	Graphics Design Technologist	36¼	
	Junior Landscape Architect	36¼	
	Licensing & Standards Examiner	36¼	
	Parking Maintenance Supervisor		40
	Parks Landscape Architect	36¼	
	Parks Community Programs Co-ordinator	36¼	
	Planner "A"	36¼	
	Plans Examiner "A"	36¼	
	Zoning Examiner	36¼	
	Program Co-ordinator "H" – OSCC	36¼	

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

**OCCUPATIONAL CLASSIFICATIONS**

<b>Salary Level</b>	<b>Position Titles</b>	<b>Hours per Week</b>	
8	Program Support Technician Program Technologist Traffic Operations Technician	36¼ 36¼	40
9	Administrative Officer "D" Building Inspector "A" Design Technologist "B" Development Agreement Co-ordinator Environmental & Waste Technician Facilities Capital Planner Finance Officer "B" Information Systems Analyst Infrastructure Programs Technologist Network Administrator Parking Operations Technologist Programmer/Analyst PW Technologist Real Estate Analyst Senior Buyer Support Analyst Telecom Administrator Traffic Engineering Technologist	36¼  36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼	40   40  40  40  40
10	Administrative Officer "E" Assessment Review Officer Co-ordinator, Engineering Capital Contracts Construction Coordinator, Engineering Capital Contracts Design Technologist "C" Finance Officer "C" Infrastructure Programs Analyst Licensing & Standards Inspector Materials Inspector Municipal Law Enforcement Officer MLE Policy Analyst Party Chief Planner "B" Program Supervisor Plumbing Inspector Senior Aquatics Supervisor Senior Engineering Technician Senior Transportation Technician Web Master Zoning Examiner & Inspector	36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼ 36¼	40    40   40  40  40
11	Accessibility Program Co-ordinator Construction Inspector Development Engineering Project Co-ordinator Estimating & Engineering Systems Supervisor Mechanical Examiner/Inspector Risk Management & Insurance Officer Senior Party Chief Supervisor, GIS	36¼  36¼ 36¼ 36¼ 36¼ 36¼	40   40
12	Senior Building Inspector Business Analyst Chief Materials Inspector Financial Analyst Plumbing Inspector/Supervisor Senior Landscape Architect Senior Plans Examiner Supervisor, Infrastructure Programs Water Resources Technologist/Supervisor	36¼  36¼ 36¼ 36¼ 36¼ 36¼ 36¼	40  40  40
13	Supervisor, Construction Services Supervisor, Design Services Senior Planner	36¼ 36¼	40
14			

**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, 2014**

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$20.57	\$1,491.33	\$38,774	\$1,645.60	\$42,786
	3 Months	\$23.02	\$1,668.95	\$43,393	\$1,841.60	\$47,882
	6 Months	\$24.22	\$1,755.95	\$45,655	\$1,937.60	\$50,378
2	Start	\$22.70	\$1,645.75	\$42,790	\$1,816.00	\$47,216
	3 Months	\$23.96	\$1,737.10	\$45,165	\$1,916.80	\$49,837
	12 Months	\$25.24	\$1,829.90	\$47,577	\$2,019.20	\$52,499
3	Start	\$23.69	\$1,491.33	\$38,774	\$1,645.60	\$42,786
	3 Months	\$25.00	\$1,668.95	\$43,393	\$1,841.60	\$47,882
	12 Months	\$26.30	\$1,755.95	\$45,655	\$1,937.60	\$50,378
4	Start	\$24.78	\$1,796.55	\$46,710	\$1,982.40	\$51,542
	3 Months	\$26.14	\$1,895.15	\$49,274	\$2,091.20	\$54,371
	12 Months	\$27.55	\$1,997.38	\$51,932	\$2,204.00	\$57,304
5	Start	\$25.95	\$1,881.38	\$48,916	\$2,076.00	\$53,976
	3 Months	\$27.42	\$1,987.95	\$51,687	\$2,193.60	\$57,034
	12 Months	\$28.83	\$2,090.18	\$54,345	\$2,306.40	\$59,966
6	Start	\$28.28	\$2,050.30	\$53,308	\$2,262.40	\$58,822
	3 Months	\$29.85	\$2,164.13	\$56,267	\$2,388.00	\$62,088
	12 Months	\$31.42	\$2,277.95	\$59,227	\$2,513.60	\$65,354
7	Start	\$29.62	\$2,147.45	\$55,834	\$2,369.60	\$61,610
	3 Months	\$31.26	\$2,266.35	\$58,925	\$2,500.80	\$65,021
	12 Months	\$32.91	\$2,385.98	\$62,035	\$2,632.80	\$68,453
8	Start	\$31.18	\$2,260.55	\$58,774	\$2,494.40	\$64,854
	3 Months	\$32.91	\$2,385.98	\$62,035	\$2,632.80	\$68,453
	12 Months	\$34.64	\$2,511.40	\$65,296	\$2,771.20	\$72,051
9	Start	\$32.83	\$2,380.18	\$61,885	\$2,626.40	\$68,286
	3 Months	\$34.64	\$2,511.40	\$65,296	\$2,771.20	\$72,051
	12 Months	\$36.47	\$2,644.08	\$68,746	\$2,917.60	\$75,858
10	Start	\$34.69	\$2,515.03	\$65,391	\$2,775.20	\$72,155
	3 Months	\$36.62	\$2,654.95	\$69,029	\$2,929.60	\$76,170
	12 Months	\$38.55	\$2,794.88	\$72,667	\$3,084.00	\$80,184
11	Start	\$34.70	\$2,515.75	\$65,410	\$2,776.00	\$72,176
	6 Months	\$36.74	\$2,663.65	\$69,255	\$2,939.20	\$76,419
	12 Months	\$38.78	\$2,811.55	\$73,100	\$3,102.40	\$80,662
	24 Months	\$40.82	\$2,959.45	\$76,946	\$3,265.60	\$84,906
12	Start	\$35.59	\$2,580.28	\$67,087	\$2,847.20	\$74,027
	6 Months	\$37.69	\$2,732.53	\$71,046	\$3,015.20	\$78,395
	12 Months	\$39.78	\$2,884.05	\$74,985	\$3,182.40	\$82,742
	24 Months	\$41.87	\$3,035.58	\$78,925	\$3,349.60	\$87,090
13	Start	\$37.34	\$2,707.15	\$70,386	\$2,987.20	\$77,667
	6 Months	\$39.53	\$2,865.93	\$74,514	\$3,162.40	\$82,222
	12 Months	\$41.74	\$3,026.15	\$78,680	\$3,339.20	\$86,819
	24 Months	\$43.93	\$3,184.93	\$82,808	\$3,514.40	\$91,374
14	Start	\$39.74	\$2,881.15	\$74,910	\$3,179.20	\$82,659
	6 Months	\$42.07	\$3,050.08	\$79,302	\$3,365.60	\$87,506
	12 Months	\$44.42	\$3,220.45	\$83,732	\$3,553.60	\$92,394
	24 Months	\$46.75	\$3,389.38	\$88,124	\$3,740.00	\$97,240

***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, 2015**

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$20.83	\$1,509.97	\$39,259	\$1,666.17	\$43,320
	3 Months	\$23.31	\$1,689.81	\$43,935	\$1,864.62	\$48,480
	6 Months	\$24.52	\$1,777.90	\$46,225	\$1,961.82	\$51,007
2	Start	\$22.98	\$1,666.32	\$43,324	\$1,838.70	\$47,806
	3 Months	\$24.26	\$1,758.81	\$45,729	\$1,940.76	\$50,460
	12 Months	\$25.56	\$1,852.77	\$48,172	\$2,044.44	\$53,155
3	Start	\$23.99	\$1,738.99	\$45,214	\$1,918.89	\$49,891
	3 Months	\$25.31	\$1,835.16	\$47,714	\$2,025.00	\$52,650
	12 Months	\$26.63	\$1,930.58	\$50,195	\$2,130.30	\$55,388
4	Start	\$25.09	\$1,819.01	\$47,294	\$2,007.18	\$52,187
	3 Months	\$26.47	\$1,918.84	\$49,890	\$2,117.34	\$55,051
	12 Months	\$27.89	\$2,022.34	\$52,581	\$2,231.55	\$58,020
5	Start	\$26.27	\$1,904.89	\$49,527	\$2,101.95	\$54,651
	3 Months	\$27.76	\$2,012.80	\$52,333	\$2,221.02	\$57,747
	12 Months	\$29.19	\$2,116.30	\$55,024	\$2,335.23	\$60,716
6	Start	\$28.63	\$2,075.93	\$53,974	\$2,290.68	\$59,558
	3 Months	\$30.22	\$2,191.18	\$56,971	\$2,417.85	\$62,864
	12 Months	\$31.81	\$2,306.42	\$59,967	\$2,545.02	\$66,171
7	Start	\$29.99	\$2,174.29	\$56,532	\$2,399.22	\$62,380
	3 Months	\$31.65	\$2,294.68	\$59,662	\$2,532.06	\$65,834
	12 Months	\$33.32	\$2,415.80	\$62,811	\$2,665.71	\$69,308
8	Start	\$31.57	\$2,288.81	\$59,509	\$2,525.58	\$65,665
	3 Months	\$33.32	\$2,415.80	\$62,811	\$2,665.71	\$69,308
	12 Months	\$35.07	\$2,542.79	\$66,113	\$2,805.84	\$72,952
9	Start	\$33.24	\$2,409.93	\$62,658	\$2,659.23	\$69,140
	3 Months	\$35.07	\$2,542.79	\$66,113	\$2,805.84	\$72,952
	12 Months	\$36.93	\$2,677.13	\$69,605	\$2,954.07	\$76,806
10	Start	\$35.12	\$2,546.46	\$66,208	\$2,809.89	\$73,057
	3 Months	\$37.08	\$2,688.14	\$69,892	\$2,966.22	\$77,122
	12 Months	\$39.03	\$2,829.81	\$73,575	\$3,122.55	\$81,186
11	Start	\$35.13	\$2,547.20	\$66,227	\$2,810.70	\$73,078
	6 Months	\$37.20	\$2,696.95	\$70,121	\$2,975.94	\$77,374
	12 Months	\$39.26	\$2,846.69	\$74,014	\$3,141.18	\$81,671
	24 Months	\$41.33	\$2,996.44	\$77,908	\$3,306.42	\$85,967
12	Start	\$36.03	\$2,612.53	\$67,926	\$2,882.79	\$74,953
	6 Months	\$38.16	\$2,766.68	\$71,934	\$3,052.89	\$79,375
	12 Months	\$40.28	\$2,920.10	\$75,923	\$3,222.18	\$83,777
	24 Months	\$42.39	\$3,073.52	\$79,912	\$3,391.47	\$88,178
13	Start	\$37.81	\$2,740.99	\$71,266	\$3,024.54	\$78,638
	6 Months	\$40.02	\$2,901.75	\$75,445	\$3,201.93	\$83,250
	12 Months	\$42.26	\$3,063.98	\$79,663	\$3,380.94	\$87,904
	24 Months	\$44.48	\$3,224.74	\$83,843	\$3,558.33	\$92,517
14	Start	\$40.24	\$2,917.16	\$75,846	\$3,218.94	\$83,692
	6 Months	\$42.60	\$3,088.20	\$80,293	\$3,407.67	\$88,599
	12 Months	\$44.98	\$3,260.71	\$84,778	\$3,598.02	\$93,549
	24 Months	\$47.33	\$3,431.74	\$89,225	\$3,786.75	\$98,456

**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, 2016**

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$ 21.04	\$ 1,525.07	\$ 39,652	\$ 1,682.83	\$ 43,754
	3 Months	\$ 23.54	\$ 1,706.71	\$ 44,374	\$ 1,883.27	\$ 48,965
	6 Months	\$ 24.77	\$ 1,795.68	\$ 46,688	\$ 1,981.44	\$ 51,517
2	Start	\$ 23.21	\$ 1,682.99	\$ 43,758	\$ 1,857.09	\$ 48,284
	3 Months	\$ 24.50	\$ 1,776.40	\$ 46,186	\$ 1,960.17	\$ 50,964
	12 Months	\$ 25.81	\$ 1,871.30	\$ 48,654	\$ 2,064.88	\$ 53,687
3	Start	\$ 24.23	\$ 1,756.38	\$ 45,666	\$ 1,938.08	\$ 50,390
	3 Months	\$ 25.57	\$ 1,853.51	\$ 48,191	\$ 2,045.25	\$ 53,177
	12 Months	\$ 26.90	\$ 1,949.89	\$ 50,697	\$ 2,151.60	\$ 55,942
4	Start	\$ 25.34	\$ 1,837.20	\$ 47,767	\$ 2,027.25	\$ 52,709
	3 Months	\$ 26.73	\$ 1,938.03	\$ 50,389	\$ 2,138.51	\$ 55,601
	12 Months	\$ 28.17	\$ 2,042.57	\$ 53,107	\$ 2,253.87	\$ 58,601
5	Start	\$ 26.54	\$ 1,923.94	\$ 50,022	\$ 2,122.97	\$ 55,197
	3 Months	\$ 28.04	\$ 2,032.93	\$ 52,856	\$ 2,243.23	\$ 58,324
	12 Months	\$ 29.48	\$ 2,137.47	\$ 55,574	\$ 2,358.58	\$ 61,323
6	Start	\$ 28.92	\$ 2,096.69	\$ 54,514	\$ 2,313.59	\$ 60,153
	3 Months	\$ 30.53	\$ 2,213.09	\$ 57,540	\$ 2,442.03	\$ 63,493
	12 Months	\$ 32.13	\$ 2,329.49	\$ 60,567	\$ 2,570.47	\$ 66,832
7	Start	\$ 30.29	\$ 2,196.04	\$ 57,097	\$ 2,423.21	\$ 63,004
	3 Months	\$ 31.97	\$ 2,317.63	\$ 60,258	\$ 2,557.38	\$ 66,492
	12 Months	\$ 33.65	\$ 2,439.96	\$ 63,439	\$ 2,692.37	\$ 70,002
8	Start	\$ 31.89	\$ 2,311.69	\$ 60,104	\$ 2,550.84	\$ 66,322
	3 Months	\$ 33.65	\$ 2,439.96	\$ 63,439	\$ 2,692.37	\$ 70,002
	12 Months	\$ 35.42	\$ 2,568.22	\$ 66,774	\$ 2,833.90	\$ 73,681
9	Start	\$ 33.57	\$ 2,434.03	\$ 63,285	\$ 2,685.82	\$ 69,831
	3 Months	\$ 35.42	\$ 2,568.22	\$ 66,774	\$ 2,833.90	\$ 73,681
	12 Months	\$ 37.30	\$ 2,703.90	\$ 70,301	\$ 2,983.61	\$ 77,574
10	Start	\$ 35.47	\$ 2,571.93	\$ 66,870	\$ 2,837.99	\$ 73,788
	3 Months	\$ 37.45	\$ 2,715.02	\$ 70,590	\$ 2,995.88	\$ 77,893
	12 Months	\$ 39.42	\$ 2,858.11	\$ 74,311	\$ 3,153.78	\$ 81,998
11	Start	\$ 35.49	\$ 2,572.67	\$ 66,889	\$ 2,838.81	\$ 73,809
	6 Months	\$ 37.57	\$ 2,723.92	\$ 70,822	\$ 3,005.70	\$ 78,148
	12 Months	\$ 39.66	\$ 2,875.16	\$ 74,754	\$ 3,172.59	\$ 82,487
	24 Months	\$ 41.74	\$ 3,026.41	\$ 78,687	\$ 3,339.48	\$ 86,827
12	Start	\$ 36.40	\$ 2,638.65	\$ 68,605	\$ 2,911.62	\$ 75,702
	6 Months	\$ 38.54	\$ 2,794.35	\$ 72,653	\$ 3,083.42	\$ 80,169
	12 Months	\$ 40.68	\$ 2,949.30	\$ 76,682	\$ 3,254.40	\$ 84,614
	24 Months	\$ 42.82	\$ 3,104.25	\$ 80,711	\$ 3,425.38	\$ 89,060
13	Start	\$ 38.18	\$ 2,768.40	\$ 71,978	\$ 3,054.79	\$ 79,424
	6 Months	\$ 40.42	\$ 2,930.77	\$ 76,200	\$ 3,233.95	\$ 84,083
	12 Months	\$ 42.68	\$ 3,094.62	\$ 80,460	\$ 3,414.75	\$ 88,783
	24 Months	\$ 44.92	\$ 3,256.98	\$ 84,682	\$ 3,593.91	\$ 93,442
14	Start	\$ 40.64	\$ 2,946.34	\$ 76,605	\$ 3,251.13	\$ 84,529
	6 Months	\$ 43.02	\$ 3,119.08	\$ 81,096	\$ 3,441.75	\$ 89,485
	12 Months	\$ 45.43	\$ 3,293.31	\$ 85,626	\$ 3,634.00	\$ 94,484
	24 Months	\$ 47.81	\$ 3,466.06	\$ 90,118	\$ 3,824.62	\$ 99,440

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

**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*"

**Re: Miscellaneous items and Sustainability**

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 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, 2011, the same increase shall be applicable, as provided under Article 9.01 c.

**Letter of Understanding**  
**Re: Miscellaneous Items and Sustainability**  
**Page 2**

3. The Corporation will make available the collective agreement to the members of the bargaining unit through the intranet. Employees shall be allowed to print copies using the employer's paper and equipment to make such copies.

Signed at Oshawa, Ontario this 5<sup>th</sup> day of June, 2014

For the Corporation	For the Union
<i>Jackie Long</i>	IC
<i>Kathleen Vincent</i>	<i>Freda Dykoma</i>
<i>Beth Muller</i>	<i>[Signature]</i>
<i>D. Johnson</i>	<i>M. Moore</i>
	<i>[Signature]</i>
	<i>[Signature]</i>

**Letter of Understanding**

**between**

**The Corporation Of The City Of Oshawa  
herein referred to as "the Corporation"**

**and**

**The Canadian Union of Public Employees and its Local #251  
herein referred to as "the Union"**

Re: Job Evaluation Process

Whereas during bargaining the parties had discussions about the current Job Evaluation (JE) Manual that is used to evaluate jobs within the bargaining unit.

And Whereas the Union raised some concerns about the JE Manual during this round of bargaining

Therefore the parties have agreed to form a Committee to review the JE Manual and make recommendations to the parties for amendments or replacement to the current JE Manual.

1. Terms of Reference and objectives shall be established prior to the evaluation of the JE Manual.
2. The parties agree that this Committee will review the JE Manual to ensure it is up to date and appropriate for the current workforce.
3. The Committee will be comprised of two (2) Representatives from Human Resource Services and two (2) Representatives from the Union.
4. This review will commence no later than March 2012 unless otherwise mutually agreed and will be concluded in a timely fashion.
5. Each party shall be entitled to have a third party representative with expertise with voice but not vote.
6. Recommendations to the JE process by this Committee shall be considered by the parties for implementation either during the life of the Collective Agreement or during the next round of bargaining.

Signed at Oshawa, Ontario this 11<sup>th</sup> day of June, 2014.

For the Corporation	For the Union
<i>Jackie King</i>	<i>IC</i>
<i>Kathleen Vincent</i>	<i>Frederick Dykema</i>
<i>Beth Mullen</i>	<i>[Signature]</i>
<i>D Dunstan</i>	<i>[Signature]</i>
	<i>[Signature]</i>
	<i>[Signature]</i>

*Stannis*

**Letter of Understanding**

**between**

**The Corporation Of The City Of Oshawa  
herein referred to as "the Corporation"**

**and**

**The Canadian Union of Public Employees and its Local #251  
herein referred to as "the Union"**

**Re: Volunteers in Municipal Law Enforcement & Licensing Services (MLELS)-Animal Services**

Whereas during bargaining the Corporation informed the Union of its intent to establish a Volunteer Program in the Animal Services section of Municipal Law Enforcement and Licensing Services (MLELS)

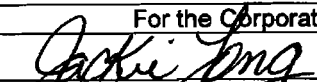



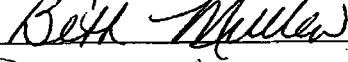

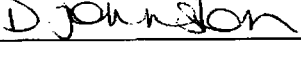

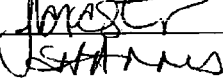
And Whereas Volunteer positions in Animal Services provides an opportunity to the Corporation to engage the community in a positive way

And Whereas The Finance and Administration Committee has recommended the establishment of a volunteer program at the Animal Services Facility

Therefore The parties agree that the establishment of a volunteer program at the Animal Services Facility will be undertaken by MLELS with the following understanding:

1. A volunteer is defined as any person who is not a salaried employee of the Corporation and who donates his/her time and efforts to the Corporation in any way;
2. Volunteers may be used in the Animal Services section as a means to enhance services only;
3. Volunteers shall not perform any bargaining unit work, except in extreme cases of emergency for the care, health and welfare of the animals or occasionally providing assistance to bargaining unit members;
4. The use of volunteers shall not result in the layoff of any bargaining unit employee or loss of hours of work or loss of staff complement in the Animal Services section.

**Signed at Oshawa, Ontario this 10<sup>th</sup> day of June, 2014.**

For the Corporation	For the Union
	
	
	
	
	

**Letter of Understanding**

between

**The Corporation Of The City Of Oshawa  
herein referred to as "the Corporation"**

and

**The Canadian Union of Public Employees and its Local #251  
herein referred to as "the Union"**

**Re: Team Lead Differential in Service Oshawa**

The Parties agree that the following will govern a team lead differential to be applied to Customer Service Representative (CSR) positions within Service Oshawa.

1. Team Lead differential applies for periods as assigned by management.
2. Team Lead appointments apply to the following times:
  - 1.5 hours Monday to Friday post 4:30 pm;
  - Saturday morning from 8:30 am to close;
  - Any other hours the Employer requires employees to act as Team Leader
3. The application of the differential will be re-evaluated on an as needed basis
4. The Team Lead will be the first point of contact when customer inquiries/complaints escalate, have the knowledge to troubleshoot technical problems with the system and take appropriate action, and make the necessary arrangements to cover operational needs when someone calls in sick. Only those individuals competent in these three areas will be designated as Team Leads.
5. Where skill level and competency is equal, the Team Lead duty will be based upon seniority.
6. The City of Oshawa will pay to designated Team Leads an additional \$1.50 per hour for the hours worked as a Team Lead (see above)

This agreement is without prejudice and does not set a precedent to the position either party may take in the future.

**Signed at Oshawa, Ontario this 10<sup>th</sup> day of June 2014.**

For the Corporation	For the Union
<i>Jackie Long</i>	<i>IE</i>
<i>Kathleen Vincent</i>	<i>Frederick Dykema</i>
<i>Bob Mullen</i>	<i>[Signature]</i>
<i>D Johnson</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**

**Re: Terms and Conditions of Secondments**

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 7.05, 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 according to article 6.06.
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 permanent, the employee assigned to that position may be appointed should the employee agree, otherwise the employee shall be reverted to his/her "home" position.

Signed at Oshawa, Ontario, this 10<sup>th</sup> day of June, 2014

For the Corporation	For the Union
<i>Jackie Long</i>	K
<i>Kathleen Vincent</i>	<i>Harold</i>
<i>Beth Mullen</i>	<i>Ally</i>
<i>D Johnston</i>	<i>Chase</i>
	<i>Frederic Dylstra</i>
	<i>Starr</i>

**Memorandum of Agreement**

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"**

**RE: Commitment to Future Discussions Regarding Flexibility, Efficiency and Cost Containment**

Throughout the 2011 negotiations, the parties discussed at length the Corporation's need for greater flexibility in Hours of Work. This memorandum of agreement summarizes the terms and conditions agreed to between the parties with respect to the process to make structural changes to the Hours of Work or Normal Shift Schedules for a Department, Branch, Division or Section.

At this time, it is not the intent of the Corporation to make structural changes to the Normal Shift Schedules or Hours of Work. However, the need may arise that is unforeseen, to initiate changes to the Hours of Work or the Normal Shift Schedules outlined in the Collective Agreement for a Department, Branch, Division or Section.

At that time, the Corporation will meet with the Union to discuss the proposed changes. The parties agree to discuss the objectives of the proposed change (example: cost savings, scope of service delivery, relevant information, and any other options that may be or have already been considered). Keeping in mind the need to achieve the objectives outlined by the Corporation and working conditions of the employees, the parties will discuss and explore ways to implement the proposed changes or alternatives that balance the outcomes required with the needs of employees. Both parties are committed to explore how best to implement the changes including the investigation of alternatives, identifying timelines and consultations with affected employees.

Both parties will make their best efforts to develop an implementation plan that is reasonable and achievable and to meet the needs of both the employees and the Corporation.

This Memorandum of Agreement will expire at end of this collective agreement.

Signed at Oshawa, Ontario this 10<sup>th</sup> day of June 2014.

For the Corporation	For the Union
<i>Jackie Long</i>	<i>K</i>
<i>Kathleen Vincent</i>	<i>Frank Dykema</i>
<i>Beth Mullen</i>	<i>[Signature]</i>
<i>D. Johnston</i>	<i>[Signature]</i>
	<i>[Signature]</i>
	<i>[Signature]</i>

**Memorandum of Agreement**  
**Between**  
**The Canadian Union of Public Employees Local 251**  
**And**  
**The Corporation of the City of Oshawa**

**Re: Municipal Law Enforcement Services (MLES)**

**1. Exemption Clause:**

For the purposes of this Agreement the following individuals are deemed to have the rights to remain on day-shift Monday to Friday (8:00 a.m. to 4:00 p.m.).

**Chris Rutherford**

2. The employer agrees to meet with a joint committee made up of no more than two (2) bargaining unit employees from MLES and two (2) Exempt group employees from MLES to work collaboratively on developing guidelines for schedules of work, call-outs and vacation scheduling procedures.
3. Effective three (3) months from June 23, 2014, a joint committee made up of no more than two (2) bargaining unit employees from MLES, two (2) Exempt group employees from MLES, one (1) representative from Human Resource Services, and the president of CUPE Local 251 or his/her designate will be established to work collaboratively on recommendations for schedules of work and the potential implementation of a compressed work week. Any changes to hours of work, that differ from Article 16.11 must be mutually agreed upon between the Corporation and the Union.
4. Students, to a maximum of six (6), employed by the Corporation during the summer school break (i.e. between April 15<sup>th</sup> and September 15<sup>th</sup>) shall be considered student employees for the full period of their employment. A student shall mean a person who is attending school, college or university on a full-time basis and is intending to return to school at the end of the summer break.
5. This Memorandum of Agreement may be amended at any time by mutual agreement of both parties.

**Memorandum of Agreement**  
**Re: Municipal Law Enforcement Services (MLES)**  
**Page 2**

6. This Memorandum of Agreement expires with the current Collective Agreement.

**Signed at Oshawa, Ontario this 11<sup>th</sup> day of June, 2014.**

For the Corporation	For the Union
<i>Jackie Ong</i>	<i>K</i>
<i>Kathleen Vincent</i>	<i>Frederick Dykstra</i>
<i>Beth Mullen</i>	<i>Albert</i>
<i>D. Johnson</i>	<i>Wesley</i>
	<i>Harold</i>
	<i>James</i>

**Letter of Understanding**  
**between**  
**The Corporation Of The City Of Oshawa**  
*herein referred to as "the Corporation"*

**and**

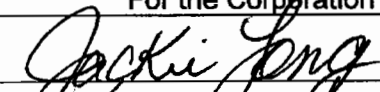

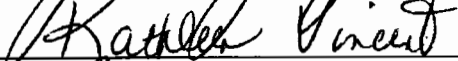
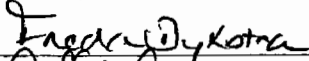
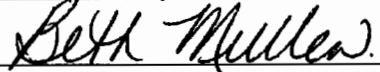

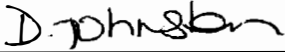
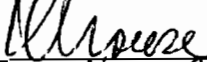

**The Canadian Union of Public Employees and its Local #251**  
*herein referred to as "the Union"*

**Re: Safety Boot Allowance**

The Parties agree that reimbursement for Safety Boots shall be made to eligible employees up to \$250.00 per annum effective June 23, 2014 and that:

1. Eligible employees are those who are in the following positions:
  - i. Automotive Parts Person
  - ii. Parking Maintenance Technician
  - iii. Parking Maintenance Supervisor
  - iv. Building Inspector A
  - v. Senior Building Inspector
  - vi. Plumbing Inspector
  - vii. Plumbing Inspector/Supervisor
  - viii. Construction Inspector
  - ix. Supervisor, Construction Services
  - x. Chief Materials Inspector
  - xi. Materials Inspector
  - xii. Instrument Person
  - xiii. Party Chief
2. Reimbursement will be provided upon the employer receiving the receipt for goods purchased and approved by the employee's Manager.
3. Safety Boot purchases must met the employer's specifications, i.e. Green Patch, CSA approved.
4. For employees in positions other than those listed, the current practice of reimbursement on an as needed basis will continue and their reimbursement will be up to \$175.00 per annum. Items 2 and 3 apply.
5. This agreement is without prejudice and does not set a precedent to the position either party may take in the future.
6. This agreement expires with the current collective agreement.

**Signed at Oshawa, Ontario this 12<sup>th</sup> day of June 2014.**

For the Corporation	For the Union
	
	
	
	
	



61