

Collective Agreement
between
The Corporation of the City of Oshawa
and
The Canadian Union of Public Employees, and its Local Number 250

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA
hereinafter called "the Corporation"

OF THE FIRST PART,

AND

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

OF THE SECOND PART,

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02** The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the Public Works Maintenance Services and Parks and Facilities Maintenance Services Branches, and Traffic Field Operations Division of the Department of Operational Services, and the Property Management Services Branch and Animal Services Section of the Department of Corporate Services, save and except: persons above the rank of Working Foreman/woman; Office Staff, Adult Crossing Guards and Security Watchpersons; employees engaged in conducting and implementing the Corporation's recreational programmes; ushers and doorpersons; ticket sellers and cashiers; kiosk and concession employees; and employees covered by other Collective Agreements with the Corporation. As the circumstances of subsidized programs may vary considerably, the parties will discuss the matter of inclusion or exclusion of persons who may be hired, on an individual program basis, as the occasion arises.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union acknowledges that, subject to the provisions of other articles of this Agreement, it is the exclusive function of the Corporation to:
- a. maintain order, discipline and efficiency;
 - b. hire, discharge, transfer, promote, demote and discipline provided however that an employee with seniority shall not be disciplined or discharged without just cause; and
 - c. generally to manage the affairs of the Corporation and without restricting the generality of the foregoing to determine the methods of operation, schedules of operation and the type and location of equipment to be used.

ARTICLE 3 - UNION SECURITY

- 3.01** All employees to whom this Agreement applies, who are hired after April 1, 1977 shall become and remain members in good standing in the Union.

The Corporation shall not be required to discharge an employee who has been refused, suspended or expelled from membership in CUPE Local 250, other than for engaging in unlawful activity against CUPE Local 250.

- 3.02** The Corporation shall deduct from the wages of each employee to whom this Agreement applies, an amount equivalent to the Union dues of a member of the Union and shall remit monthly to the Recording Treasurer of the Union, all amounts so deducted with a list of names of employees from whom such deductions have been made.

In order that the Corporation may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Corporation in writing, over the signature of the Recording Secretary of the Union, the amount of the deductions to be made by the Corporation for regular union dues, and the Corporation shall have the right to continue to rely upon such written notification as to the amount to be deducted until it receives other written notification from the Union signed with the same formality.

- 3.03** Union dues will be deducted on the first regular deduction date following the hiring of an employee. The amount of Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.
- 3.04** In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operations of this section.
- 3.05** All correspondence directed to the Union shall be sent to the Union's Recording Secretary or in his/her absence to the President or other named officer; and it shall be the responsibility of the Union to notify the Corporation accordingly.

ARTICLE 4 - RELATIONSHIP

- 4.01** No employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment because of membership or activity in the Union. The Corporation agrees that it will not by any means, directly or indirectly, persuade or influence any employee against trade union membership or activity.
- 4.02** The parties agree that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees by any of their members or representatives. The Union will not engage in union activities during working hours or hold meetings at any time on the premises without the permission of the Department Head.
- 4.03** The Corporation and the Union jointly agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced because of race, creed, colour, sex, marital status, religious or political affiliation, national origin or membership in any labour organization, or by reason of any activity in any labour organization.

ARTICLE 4 – RELATIONSHIP *(continued)*

- 4.04** The Corporation and the Union agree that neither will at any time act or proceed in any manner contrary to the provisions of the Employment Standards Act, Ontario Labour Relations Act, the Ontario Human Rights Code or the Occupational Health and Safety Act.

ARTICLE 5 - SENIORITY

- 5.01** When a new employee is hired, such employee shall be on probation for a period of 130 days worked. It is understood that during such probationary period, the employment of a probationary employee may be terminated by the Corporation at its discretion at any time. Seniority shall accrue to employees who are retained beyond the probationary period. Subject to the foregoing an employee shall be subject to all other terms of the Collective Agreement during his/her probationary period.

- 5.02** There shall be four (4) categories of employees, namely regular, temporary, casual and student. Recall rights for temporary employees shall be acquired after 130 days worked.

Casual employees will receive only the rights and benefits outlined in Appendix "C" and shall receive the rates of pay set out in Appendix "A". Temporary employees shall receive the same rates of pay as regular employees. Student employees will receive only the rights and benefits outlined in Article 19.06.

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

- 5.04** For the purposes of this Article the following shall be recognized as separate departments:

- a. Department of Operational Services
- b. Department of Corporate Services

ARTICLE 5 - SENIORITY *(continued)*

- 5.05** The following procedures shall be followed with respect to layoff and recall. For the purposes of clause 5.05 only, seniority shall be bargaining unit wide. Temporary employees shall be laid off before regular employees are affected. No temporary employee shall use his/her seniority to displace or bump any other employee in another department.
- a. In the event of a reduction in the work force in a department (as defined in Article 5.04) layoff shall commence with the employee with the least amount of seniority, within the occupational classification affected.
 - b. Ability and qualifications being sufficient, any employee displaced as a result of layoff may use his/her seniority to displace the employee in the same or a lower occupational classification with the least bargaining unit seniority.
 - c. Ability and qualifications being sufficient, any employee displaced as a result of layoff shall use the same procedure as outlined in b. to obtain a position.
 - d. An employee who elects to use his/her seniority, as in paragraphs b. and c. above, shall receive the rate of pay for the occupational classification which he/she secures. 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 9.05), 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.
- 5.06**
- a. 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.
 - b. Temporary employees shall be given five (5) working days notice in advance of layoff. No notice of layoff will be required for any term of employment of sixty (60) working days or less.
- 5.07** Except as specifically provided elsewhere in the Collective Agreement an employee's seniority shall not accumulate when granted leave of absence of over thirty-one (31) calendar days.

ARTICLE 5 - SENIORITY *(continued)*

- 5.08** Seniority shall be lost, employment terminated, and an employee shall be deprived of any further rights under this Agreement if any of the following events shall occur:
- a. If he/she voluntarily resigns.
 - b. If he/she is discharged and is not reinstated through the grievance procedure.
 - c. If he/she is laid off for a continuous period of twenty-four (24) months from the date of layoff, or one-half ($\frac{1}{2}$) of the employee's seniority at the time of layoff, whichever is the lesser.
 - d. If he/she fails to return to work within ten (10) working days after notice to return to work has been sent to him/her by registered mail to his/her last address appearing on the Corporation's records.
 - e. If he/she is absent from work in excess of two (2) working days without sufficient cause or without notifying his/her immediate supervisor.
 - f. If he/she overstays an approved leave of absence and fails to obtain an extension from the Corporation.

5.09 Employees promoted to positions outside the bargaining unit shall be removed from the Local 250 seniority list, and if returned to the bargaining unit, will not be credited with the time spent outside the bargaining unit when their seniority is being computed.

5.10 Seniority lists for regular and temporary employees shall be posted as of January 1st and July 1st of each year and copies filed with the Union. These lists will indicate name, occupational classification and seniority date.

Seniority lists for temporary employees will be expressed in days worked. Temporary employees with recall rights, who are injured on the job and are in receipt of WSIB benefits, will continue to accrue seniority for 30 working days, or until the anticipated end date of their work assignment, whichever is the lesser.

5.11 Temporary employees shall not become regular employees until Article 9.05 - Job Posting has been complied with.

A temporary employee who is the successful applicant for a regular job posting shall, after serving the initial probationary period of sixty (60) days worked, have his/her total accumulated days of temporary service prior to the effective date of appointment backdated to form a seniority date, subject to Articles 5.01. Within this probationary period, an employee may voluntarily revert or be reverted by the Corporation to temporary status.

5.12 Any employee who has completed his/her probationary period shall not be laid off while "incentive" employees are retained at work. Employees who have not completed their probationary period shall not accrue seniority through an "incentive" program.

"Incentive" employees are those employees hired for make-work projects not budgeted for by the Corporation, and paid for by money made available by the Federal and/or Provincial Governments.

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

- a. A representative of the Union as defined in 6.01 i. will be granted leave of absence during their working hours to consult with employees who have differences or disputes with the Corporation. The Union recognizes that each representative is employed full-time by the Corporation and that he/she will not leave work during working hours without management's permission. The Corporation shall grant leave with pay for this purpose without undue delay subject to the minimizing of disruption of service as set out in e. below.
- b. The President of Local 250 may, at his/her discretion, attend all meetings between the Corporation and the Union.
- c. The Corporation will notify the President of any meetings where the subject matter involves any revision or proposed revision to the Collective Agreement, Letters of Understanding, Memoranda of Agreement or Settlement, established practices or procedures, or of any other understanding of a like kind. Such notice will be given as far in advance as is possible.
- d. Representatives of the Union who are in approved attendance, as defined in 6.01 i., at qualifying meetings, as defined in 6.01 i., during hours which are not within their scheduled hours of work, will be paid by the Corporation at the basic straight time hourly rate for their classification as indicated in the records of the Human Resource Services Branch. Subject to mutual agreement between the employee and his/her supervisor, the employee may elect to take an equivalent amount of time off in lieu of pay. The time for which compensation is to be paid for a qualifying meeting will include reasonable allowance for briefing and debriefing, immediately before and after the meeting.
- e. In recognition of the above and the desirability of minimizing disruptions to the Corporation's operations, the Union undertakes to schedule meetings at such times and locations so as to accommodate the operational requirements of the Corporation, subject to any legitimate interest of the Union or circumstances beyond its control. The test in this regard will be one of reasonableness. Notwithstanding the generality of the foregoing the scheduling of all meetings will require mutual agreement.
- f. Nothing in this section will be construed as preventing attendance of additional Union representatives at the expense of the Local.
- g. The Corporation agrees that leave will be granted with pay in regards to the handling of grievances by the Grievance Committee of the Local which shall normally be comprised of three (3) representatives. The Corporation also agrees that leave will be granted for the Grievance Committee in those instances where the parties agree to meet with a Grievance Settlement Officer.
- h. The Union agrees to pay for all leaves of absence related to the processing of any grievance beyond Grievance Settlement Officer meetings.

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

- i. The following definitions are in effect for the purposes of Article 6.01 only:
- (1) **Representative of the Union** shall mean any of the following positions, in the numbers as indicated. The Union will provide the names of the incumbents and the Corporation will be entitled to rely on the most recent information provided by the Union.
- (a) President (one);
 - (b) Vice President (one);
 - (c) Grievance Chairman (one);
 - (d) Secretary (one);
 - (e) Treasurer (one);
 - (f) Stewards (eight); and
 - (g) Health and Safety Committee representatives in the number recommended by the Committee and approved by the Corporation.
- (2) **Approved attendance** shall be those representatives as listed below for the meetings between the parties indicated:
- (a) Grievance meetings for Step 1, one of the following, for Steps 2 and 3, all of the following:
 - (i) President or designate;
 - (ii) Grievance Chairman;
 - (iii) Steward.
 - (b) Direct negotiation meetings for renewal of this Collective Agreement:
 - (i) President;
 - (ii) Vice-President;
 - (iii) Grievance Chairman;
 - (iv) Secretary; and
 - (v) Treasurer.
 - (c) Joint meetings of the Health and Safety Committee:
 - (i) Representatives in the number recommended by the Committee and approved by the Corporation.
 - (d) Meetings of the Labour/Management Committee:
 - (i) Three (3) representatives, one of whom is the President.
 - (e) All other meetings, attendance as agreed by the parties.
- (3) **Qualifying meetings** shall be those meetings between the parties indicated in 6.01 i. (2) above.

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

- j. All Leaves of Absence and Claims for Payment will be recorded on an appropriate form. In all cases the representative of the Union will be required to indicate the reason for the requested leave or reason for attendance at a qualifying meeting. The information to be provided is as follows:
- (1) the general purpose for the request or meeting;
 - (2) the estimated duration of the leave or meeting; and
 - (3) the location of the meeting if on Corporation premises.

6.02 Union Business - Leave of Absence - Union Paid

Leave of absence without pay and without loss of seniority or occupational classification will be granted to any employee who requests such a leave to attend Union functions or for the purposes of the Local Union. The Union agrees that leave of absence for Union functions granted by the Corporation under Article 6.02 will not be used for the purposes of any strike, slowdown or stoppage of work as noted in Article 22.01. The Corporation will continue payment of the employee's wages and benefits during such leave of absence and will recover the costs from the Local.

6.03 Personal Leave of Absence

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

6.04 Emergency Leave of Absence

- a. When an emergency occurs in an employee's family, an employee may be allowed up to one (1) day off with pay to deal with the emergency. It shall be the responsibility of the Department Head to authorize or withhold payment for such day off.
- b. "Emergency in an employee's family" shall be defined as being totally unforeseen and requiring immediate attention as well as:
 - (1) being potentially life threatening to:
 - (a) a family member as defined in Article 6.05; or
 - (b) someone living permanently in the employee's home
 - (2) or, requiring immediate relocation of those living permanently in the employee's dwelling due to the dwelling becoming uninhabitable. In such case up to three (3) hours will be payable.

ARTICLE 6 - LEAVE OF ABSENCE *(continued)*

6.04 Emergency Leave of Absence *(continued)*

- c. "Emergency in an employee's family" shall not be defined to include time for the employee to rest following an emergency.
- d. Notwithstanding the above or in extenuating circumstances application may be made by the employee and, at management's discretion, will be considered on its merits.

6.05 Bereavement Leave of Absence

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

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

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

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

6.06 Pallbearers Leave of Absence

When the Corporation receives a request from the family of a deceased employee or retired employee, up to six (6) employees will be granted up to four (4) hours off with pay to act as pallbearers.

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

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

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

6.09 Pregnancy and Parental Leave

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

6.10 Jury and Witness Duty - Leave of Absence

- a. The Corporation shall grant leave of absence without loss of seniority to an employee who is called to serve as a juror or is subpoenaed as a witness in any court.
- b. The Corporation shall pay the employee the full basic wage or salary for the period, provided that the employee shall turn over to the Corporation the full amount of compensation received for the said service, excluding payment for travel and meals, and providing that the employee can present to the Corporation official proof of that service and payment therefore.

ARTICLE 7 - REPRESENTATION

7.01 The Union shall have the right to appoint or elect and the Corporation shall recognize the Shop Stewards who shall be chosen to represent various departments or groups of workers as decided upon by the Union. From the Union, a committee of three (3) employees shall be appointed or elected to be known as the "Grievance Committee". It shall be the duty of the Grievance Committee to negotiate the satisfactory settlement of all grievances in accordance with the Grievance Procedure, as herein set forth. The Corporation shall be advised, in writing, the names of the Grievance Committee, appointed or elected. The Union will further submit to the Corporation the names of the Stewards and the departments they represent and the Corporation will recognize such appointed or elected representatives of the Union Executive.

ARTICLE 7 – REPRESENTATION *(continued)*

- 7.02** Employees shall have the right at any time to have the assistance of a representative of the local union and/or the Canadian Union of Public Employees who shall have access to the Corporation's premises on notification to the office of the Department Head, in order to investigate or assist in negotiations of a dispute.
- 7.03** Meetings shall be held at a mutually agreeable time.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01** Differences or disputes arising between the Corporation and the employees, shall be considered as grievances and shall be dealt with in the following manner:

STEP 1 An employee having a grievance shall present it to his/her Steward or, in his/her absence, an elected representative of the Union Executive, in writing and signed, and they shall jointly take the matter up within five (5) working days with the appropriate representative of management, who shall have three (3) working days in which to render a decision. Failing a satisfactory settlement after this period, the second step of this grievance procedure may be invoked within seven (7) working days.

Note: Any difference arising directly between the Corporation and the Union concerning the interpretation and/or violation of the terms or provisions of this Agreement, may be submitted by either party to the other commencing at Step 2. A grievance alleging unjust discharge shall commence at Step 2.

STEP 2 The Grievance Committee shall then take the matter up with the Department Head and the Director of Human Resource Services or their representatives. If the parties at this step are unable to reach a satisfactory settlement within seven (7) working days (or a time mutually agreed upon), the third step of the Grievance Procedure may be invoked within seven (7) working days as follows:

STEP 3 Step 3 of the grievance procedure is optional at the request of either party. When invoked, the City Council, or representatives thereof, will meet with representatives of the Union and make a decision within fourteen (14) working days of the date of a request for such a meeting, or within a time mutually agreed upon. If the parties at this step are unable to reach a satisfactory settlement, the matter may be taken to arbitration.

8.02 Acceptance or rejection of decisions under any of these steps shall be notified in writing to the other party within fourteen (14) days.

8.03 Notification of intention to proceed to arbitration shall be given in writing to the other party within sixty (60) days of the decision rendered at Step 2 or Step 3 if utilized.

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

8.04 An arbitration board or single arbitrator shall have no power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any other provisions set out in the Agreement or substitute any new provision for an existing provision.

In the event of arbitration, each party shall be responsible for the expenses of their own appointee and also for an equal share of the fees and expenses of the Chairman. If, after negotiation or arbitration, it is established that an employee has been improperly disciplined or discharged, he/she shall be reinstated and consideration of his/her grievance shall include compensation for time lost, if any.

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

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

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

ARTICLE 9 - WAGES

9.01 Temporary vacancies in any job or grade shall be considered as vacancies that are caused by the absence of the incumbent due to sickness, injury, vacation, leave of absence or absenteeism. When the Corporation determines that operational needs require that the temporary vacancy be filled, such temporary vacancies will be offered to the senior employee within the same area of responsibility qualified to fill the vacancy. If the vacancy exists for more than thirty (30) days, the Union and the Corporation will confer and decide whether the job will continue as a temporary vacancy or be posted as a regular vacancy.

9.02 An employee required to relieve in a classification of higher grade for a period greater than one (1) hour, will receive the maximum rate for the classification in which he/she is relieving for the full period of the relief and shall receive the maximum rate for the full shift if the period of relief is more than four (4) hours.

When an employee is detailed to relieve in a position of lower rating for any period, he/she shall maintain his/her regular rate of pay while so assigned.

9.03 When a new job classification is created, the rate of pay for the job will be determined by consultation between the Department Head, Director of Human Resource Services and the Union. The criteria for establishing the rate will be the job content and qualifications required of the incumbent evaluated in relation to rates for existing jobs of similar kind and class.

9.04 The occupational classifications and the corresponding hourly wage rates set out in Appendix "A", attached to this Agreement, are hereby established as the classifications and hourly wage rates for the employees covered by this Agreement. The maximum hourly rate will be paid to employees who have completed their probationary period except where a longer progression scale is otherwise provided in Appendix "A".

ARTICLE 9 - WAGES *(continued)*

- 9.05** Subject to the provisions of Article 9.06, within ten (10) days of their occurrence, all regular job vacancies in existing or newly created positions that fall within the scope of this Agreement will be posted in a conspicuous place in all departments for a minimum of ten (10) working days for the purpose of enabling regular employees to apply before other applications are considered.

In selecting a person from the applicants responding to such posting, ability and qualifications will be the determining criteria; however, where two or more applicants meet the determining criteria, seniority shall govern.

The name of the successful applicant will be advised to all concerned within thirty (30) additional days from the closing date by reposting both the job description and the name of the successful applicant for five (5) days. If the vacancy is not filled by the posting process, applications will be solicited from other than regular employees.

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

- 9.06** Any employee who is no longer capable of performing the required duties of his/her position by reason of disability, may be placed in a suitable position, when such a position is available, by the Director of Human Resource Services without posting the position as required in Article 9.05. The rate of pay for such positions will be as established for that classification in this Agreement. Local 250 shall be notified in advance of placements made under this Article.

- 9.07** Any employee selected through the job posting procedure shall be allowed up to forty (40) days worked during which time he/she shall be on probation in the new position. Within this period, the employee may voluntarily return or be returned by the Corporation to the position formerly occupied without loss of seniority.

When an employee reverts, or is reverted on a job posting, any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority.

9.08 Job Posting Applications - CUPE #251

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

ARTICLE 10 - HOURS OF WORK

Regular and Temporary Employees

- 10.00** Work schedules for regular employees shall be posted five (5) days in advance of their effective date on the bulletin boards in the area where the employees work, although the schedules may be subject to change according to operational requirements. Notwithstanding the above, revisions to the schedules may be made subject to mutual agreement of the employee and the supervisor.
- 10.01** The normal work week for all employees except those covered under Articles 10.02, 10.03, 10.04 and 10.05 a. b. c. and d. will be forty (40) hours per week consisting of five (5) shifts from Monday to Friday, of eight (8) hours each scheduled between the hours of 7:00 a.m. to 5:00 p.m.

Hours of work for all employees include a one-half ($\frac{1}{2}$) hour paid eating period to be taken on the job site. Where restroom facilities are required and not available on the job site the nearest off-site facility, preferably Corporately operated, will be used.

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

Regular and Temporary Employees

- 10.02** The normal work assignment for employees in the Property Management Services Branch will be forty (40) hours a week, consisting of five (5) shifts of eight (8) hours each, scheduled between the hours of 7:00 a.m., Monday and 8:00 a.m., Saturday.

The normal work assignment for employees of the Arenas/Pools Operations and Civic Auditorium Operations will be forty (40) hours a week consisting of five (5) shifts of eight (8) hours. As required by the employer, the shifts could be scheduled as day, afternoon or night shift. For scheduling purposes, the work week will begin at 12:01 a.m., Sunday and end at midnight Saturday. For the convenience of scheduling, the normal weekly hours may be exceeded, without payment of overtime, providing the hours scheduled for other weeks are correspondingly less.

No eight (8) hour shift shall be spread over a period longer than nine (9) hours.

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

- 10.03** a. The normal hours of work for employees of the Parks Maintenance Services Division, excluding Park and outdoor Pool Attendants with hours of work per Article 10.04 a., and employees assigned to Union Cemetery with hours of work per Article 10.01, will be:
- (1) normal hours - 8:00 a.m. to 4:00 p.m.; and
 - (2) during the summer hour period defined in Article 10.06 - 7:30 a.m. to 3:30 p.m., with the exception of Union Cemetery employees who work normal hours year round.

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

- b. The hours of work for the Lead Hands - Lakefront West and Lakeview Park while assigned to those facilities, shall be as set out in Article 10.04 a. In the event of a reassignment to any other facility or area, whether permanent or temporary, the hours of work shall be as provided for in Articles 10.01, 10.03 a. and 10.06.
- 10.04** a. Park and outdoor Pool Attendants will work eight (8) hour shifts. These shifts will be scheduled between the hours of 7:00 a.m. and 12:00 Midnight, depending on the operational needs of the facility. Normal working hours, when no events are scheduled, will be an eight (8) hour shift between 7:00 a.m. and 5:00 p.m.
- b. The Corporation may establish in the Animal Services Section a schedule with normal hours of work of forty (40) hours a week consisting of five (5) shifts of eight (8) hours each, scheduled between the hours of 7:00 a.m. Sunday and 11:00 p.m. Saturday. Payment will be at straight time rates with shift premium payable when applicable.
- 10.05** a. The normal work assignment for employees in the Refuse Collection area will be forty (40) hours a week, consisting of five (5) days from Monday to Friday of eight (8) hours each scheduled between the hours of 7:00 a.m. and 3:00 p.m., except for the route assignment in the Central Business District wherein the eight (8) hour shift may be scheduled to commence between 5:30 a.m. and 7:30 a.m.
- b. The normal work assignment for employees in the Fleet Maintenance Section will be forty (40) hours a week consisting of five (5) days from Monday to Friday of eight (8) hours each scheduled between the hours of 7:00 a.m. and 12:00 a.m.
 - c. The normal work assignment for employees in the Car Pool will be forty (40) hours a week, consisting of five (5) days from Monday to Friday of eight (8) hours each scheduled between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE 10 - HOURS OF WORK (continued)

Regular and Temporary Employees (continued)

- 10.05** d. In the period from the Friday closest to November 15 to the first Monday in April annually, shift work may be scheduled in the Public Works Maintenance Services Branch of the Department of Operational Services on the following basis:
- (1) Only employees who have volunteered or who have applied for and been selected for their position, with the explicit understanding that Article 10.05 d. applies to the position are eligible.
 - (2) Shifts may be scheduled in the period from 12.01 a.m. Monday to 11:59 p.m. Friday.
 - (3) Shifts, other than day shifts under Article 10.01, may commence between 3:00 p.m. and 1:00 a.m. and will end eight (8) hours later between 11:00 p.m. and 9:00 a.m., as the case may be.
 - (4) Shifts are a straight eight hours each.
 - (5) The provisions of Article 10.00 apply to shift schedule changes under Article 10.05 d.

10.06 Summer Hours

The summer work schedule will normally operate between the first Monday in April and the Friday closest to November 15. Any variation shall be subject to discussion and agreement by the parties. The hours of work, where applicable, will be 7:30 a.m. to 3:30 p.m.

Employees working in the pick-up of refuse by City vehicles and/or weed and herbicide or insecticide spraying shall be permitted to take their lunch period at a location abutting the direct route between job sites but such location shall not be a private dwelling unit.

	A.M.	P.M.
Refuse Collection	7:00	3:00
Traffic Field Operations	7:30	3:30
Roads & Sewers	7:30	
Garage	7:30	**
		3:30
Car Pool	No change	3:30
		3:30-11:30
Parks Maintenance Services Division	7:30	
This does not include Park & Pool Attendants who are regularly scheduled to work evenings.		3:30
Animal Services	8:00	
Provided one (1) employee on-call works from 8:00 a.m. to 5:00 p.m. on a "rotation basis".		4:00
Union Cemetery	8:00	
Property Management Services Branch	No change	
Arenas/Pools Operations & Civic Auditorium Operations	No change	4:00

** During the pavement marking program, eight (8) hour shifts may be scheduled between the hours of 11:00 p.m. and 7:00 a.m. When shifts commence at 11:00 p.m. on Sunday, the work performed is at straight time and overtime provisions do not apply.

ARTICLE 11 - SHIFT PREMIUM

- 11.01** For regular employees and temporary employees, all eight (8) hour shifts commencing between 1:00 P.M. and 7:00 A.M. will receive shift premium for the full shift. Shift premium will be seventy-five cents (75¢) per hour. Shift premium will be eighty cents (80¢) per hour effective October 7, 2001.
- 11.02** All regularly scheduled work, performed on Saturday and Sunday, will receive shift premium. Shift premium will be seventy-five cents (75¢) per hour. Shift premium will be eighty cents (80¢) per hour effective October 7, 2001.

ARTICLE 12 - OVERTIME

- 12.01** The term "scheduled overtime" will apply to work performed after and not continuous from normal working hours. Such overtime will be distributed equitably among those normally performing the work. Employees directed to work scheduled overtime will be paid at overtime rates for the hours worked and will be paid for a minimum of two (2) hours.
- 12.02** The overtime rate is one and one-half (1½) times straight time. Work performed on Sunday, or in the case of employees assigned to a seven (7) day rotating shift schedule, the 2nd scheduled day off, will be paid at double time for such hours as are authorized in advance by the Supervisor.
- 12.03** Work performed in excess of the normal eight (8) hours per day or forty (40) hours per week will be considered as overtime. Work in excess of the normal work day or week that results from a regularly scheduled shift change, will not be considered as overtime.
- 12.04** Employees of departments where a seven (7) day rotating shift schedule is in operation who are engaged in winter control activities in the Public Works Maintenance Services Branch will be compensated for overtime at the rate that is applicable to Public Works Maintenance Services Branch employees.
- 12.05** Overtime worked on the Public Works Maintenance Services Branch Winter Call Board shall not be included in the normal overtime worked by the employee in his/her normal activities of work.
- 12.06 Time Off in Lieu of Overtime**

Regular employees covered by this Agreement may elect to take time off in lieu of payment for overtime worked, to a maximum of 160 hours.

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

No payments shall be made for overtime worked by an employee who elects to take time off in lieu of overtime worked, but such overtime shall be accumulated at the appropriate overtime rate times the actual hours worked. The accumulated overtime hours shall be taken as time off with pay in full or part days as mutually agreed between the employee and the Department Head or delegate. Any difference in the hourly wage rate of the overtime assignment and that of the employee's regular classification shall be paid.

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

Approval of time off in lieu shall be subject to the requirements of each section or facility as approved by the Department Head or delegate and shall be subject to, but not necessarily limited to, such factors as prevailing weather conditions, work load scheduling, staffing requirements, winter callboard and facility programming. No accumulation of overtime hours shall be carried beyond twelve (12) months.

If a Department is unable to permit an employee to take sufficient time off to equal the accumulated overtime hours, payment for any accumulation of overtime hours remaining to an employee's credit will be paid as soon as possible and will be at the rate of pay in effect during which the hours were worked. Any hours used for time off will be considered to have been taken off in the same sequence as worked (i.e. "first in, first out" basis)."

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

- 13.01** An employee designated to stand-by during other than normal working hours will receive stand-by pay. Stand-by pay will be eight dollars and fifty cents (\$8.50) per day. Effective October 7, 2001, stand-by pay will be ten dollars (\$10.00) per day.

Stand-by pay for employees on the Public Works Maintenance Services Branch Winter Call Board who are on the two shift "on-call" rotation shall be six dollars and seventy-five cents (\$6.75) per day. Effective October 7, 2001, eight dollars and twenty-five cents (\$8.25) per day.

Employees on stand-by shall be immediately available at all times by direct telephone contact (or paging device, if authorized) and be in condition to perform the work fully. If an employee cannot be reached or fails to report after being reached, his/her stand-by pay for that day shall not be paid and the employee shall be subject to disciplinary action unless he/she has made proper arrangements for a suitable replacement and informed his/her supervisor beforehand. Furthermore, if he/she is unavailable for more than two (2) days when called during the same week, he/she will lose the full week's stand-by pay unless he/she has worked overtime other days of that same week, in which case he/she will be paid stand-by for only those days on which overtime was worked.

Employees who have been placed on stand-by for a specific day will be called in rotation before employees who have not been placed on stand-by.

- 13.02** Animal Services employees will receive fifty-nine dollars and fifty cents (\$59.50) per week on stand-by. Effective October 7, 2001, Animal Services employees will receive seventy dollars (\$70.00) per week on stand-by.

Call-Out

- 13.03** Employees called out for duty in excess of their regularly scheduled work-day or week will be paid at overtime rates for all time worked. Employees will receive a minimum of two (2) hours at overtime rates for each call-out.
- 13.04** Call-out for Animal Services employees is recognized as a condition of employment.

ARTICLE 13 - STAND-BY AND CALL-OUT PAY *(continued)***Stand-by and Call-out
Public Works Maintenance Services Branch Winter Call Board**

- 13.05** The Union acknowledges that overtime work is an integral part of the responsibility of employees. The Union will endeavour to ensure that sufficient personnel are available for call-out for the Winter Control Program and to provide the necessary complement of personnel on each stand-by shift.

The Corporation shall have the right to place employees on stand-by duty on one week periods in rotation. The supervisor of the Department concerned shall select and place on a stand-by roster those persons who are qualified.

ARTICLE 14 - NO PYRAMIDING OR DUPLICATING

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

ARTICLE 15 - PAID HOLIDAYS

- 15.01** Temporary employees who have completed three (3) months of service and all probationary and regular employees shall be entitled to the following paid holidays:

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

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

- 15.02** All work performed by employees on such holidays, shall be paid at the rate of one and one-half (1 1/2) times the normal rate of pay, in addition to pay for the holiday, subject to Article 15.01.
- 15.03** All employees assigned to operations other than the normal (7:00 A.M. to 5:00 P.M.) Monday to Friday day shifts, as spelled out in Article 10, may be required to work on paid holidays and on weekends as part of their regularly scheduled shifts and as such shall not be subject to the provisions of Article 15.05 (c).
- 15.04** If a paid holiday occurs on a day off for any employee, the employee shall receive eight (8) hours straight time pay in lieu of such holiday or subject to the efficient operation of the department and mutual agreement between the employee and employer, another day off in lieu of such holiday.

ARTICLE 15 - PAID HOLIDAYS *(continued)*

- 15.05**
- a. To be eligible for paid holiday pay, an employee must work his/her full-scheduled shift immediately preceding and his/her full-scheduled shift immediately following the holiday unless otherwise mutually arranged.
 - b. An employee shall not be eligible for paid holiday pay if he/she fails to work on the holiday after having been scheduled to do so, unless otherwise mutually arranged before the commencement of shift.
 - c. When any of the above named holidays falls on a Saturday or Sunday, the holiday shall be moved to the nearest working day not previously recognized as a paid holiday or to such other day as may be mutually agreed upon by the parties. It is understood that any premium payable for working on a paid holiday shall not apply to such Saturday or Sunday.
 - d. When the Dominion Day (Canada Day) holiday falls on a Saturday or Sunday, the holiday will be observed on the Monday following.

ARTICLE 16 - VACATION WITH PAY

- 16.01** All regular employees will receive vacation with pay in accordance with the following schedule:
- Less than one (1) year of service - one (1) day per month of service to a maximum of ten (10) days.
 - One (1) to three (3) years of service - two (2) weeks.
 - Three (3) years, but less than five (5) years of service - two (2) weeks and three (3) days.
 - Five (5) years, but less than ten (10) years of service - three (3) weeks.
 - Ten (10) years, but less than fifteen (15) years of service - four (4) weeks.
 - Fifteen (15) years, but less than nineteen (19) years of service - four (4) weeks and three (3) days.
 - Nineteen (19) years of service, but less than twenty-five (25) years of service - five (5) weeks.
 - Twenty-five (25) years, or more years of service - six (6) weeks.
- 16.02**
- a. Vacation entitlement is based on length of service. The employee will become eligible for the increased entitlement in the year in which his/her first, third, fifth, tenth, fifteenth, nineteenth, and twenty-fifth anniversary falls.
 - b. Where an employee is absent from work for more than six (6) continuous months as a result of illness or injury, the annual vacation entitlement as defined in Article 16.01 shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of six (6) months.
 - c. Where an employee is absent for over thirty-one (31) calendar days on a leave of absence granted under Article 6.03, 6.08 or 6.09, the vacation entitlement for the current year shall be prorated to the nearest one-twelfth (1/12).

ARTICLE 16 - VACATION WITH PAY (continued)

- 16.03 a. A temporary employee with less than thirty-six (36) months of accumulated service will receive vacation pay entitlement equal to four per cent (4%) of his/her earnings in the current year.
- b. A temporary employee with thirty-six (36) months of accumulated service will receive vacation pay entitlement equal to five per cent (5%) of his/her earnings in the current year.

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

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

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

16.05 All employees must submit requests for vacation by March 31st of each year and the granting of any vacations requested either within or outside this preferred vacation period will be based on the operational requirements of the Department and seniority. Employees will be advised of approvals/denials of vacation requests by April 30th. Vacation requests received after the required posting period shall be considered on a first requested basis.

There will be a preferred annual vacation period for the personnel within the Public Works Maintenance Services Branch and Parks Operations Division, generally to be scheduled during the last week in July and the first two weeks in August.

16.06 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.

16.07 An employee who is admitted to hospital or confined to his/her residence as a result of illness or injury occurring immediately prior to his/her scheduled vacation shall have his/her vacation rescheduled. Eligibility shall require a medical certificate stating the inclusive dates the employee was unable to perform his/her duties. The provisions of Article 17.04 (b) and (c) shall apply.

ARTICLE 16 - VACATION WITH PAY *(continued)*

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

- (a) That within forty-eight (48) hours of the illness or accident occurring he/she shall report or cause to be reported such illness or accident to his/her supervisor.
- (b) That he/she substantiates his/her illness or accident by a medical certificate. The Corporation may, through the services of a designated physician verify the aforementioned certificate and/or require the returning employee to be re-examined.
- (c) Subject to points (a) and (b) being carried out to the Corporation's satisfaction, the employee may then substitute any unused sick leave credits for the vacation period during which time he/she was sick or injured.

ARTICLE 17 - EMPLOYEE BENEFITS

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

- 17.01**
- a. Medical and hospital services as provided by the Health Insurance Act, 1972.
 - b. **Semi-private** coverage for hospital care.
 - c. **Extended Health Care Plan** covers all eligible charges in excess of \$10.00 (single) and/or \$20.00 (family) deductible per calendar year for all prescription drugs, private-duty nursing, semi-private hospital coverage, etc. Effective January 1, 2002, overall maximum of \$12,500 every three (3) consecutive years.
 - d. **Optical Expense Benefit** - To provide up to a maximum payment of one hundred dollars (\$100.00) per insured in any twenty-four (24) month period, effective June 1, 1989. To provide up to a maximum payment of two hundred and twenty-five dollars (\$225.00) per insured in any twenty-four (24) month period, effective October 1, 2001.
 - e. (1) **Group Life Insurance** coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$105,000.00, effective October 1, 2001.

For employees retiring after July 1, 1981, at age sixty-five (65) coverage is reduced to two thousand dollars (\$2,000.00) and the retiree pays the premium to maintain coverage.

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

ARTICLE 17 - EMPLOYEE BENEFITS (continued)

- 17.01 e. (2) **Accidental Death and Dismemberment Insurance** coverage is equal to approximately two (2) times basic annual salary rate, up to a maximum of \$105,000.00, effective October 1, 2001. Upon retirement, coverage is cancelled.
- f. (1) **Dental Plan** – Based on the 1998 Ontario Dental Association (ODA) Suggested Fee Guide for Dental Practitioners.
 Effective October 1, 2001, based on the 1999 ODA Suggested Fee Guide for Dental Practitioners.
 Effective April 1, 2002, based on the 2000 ODA Suggested Fee Guide.
 Effective April 1, 2003, based on the 2001 ODA Suggested Fee Guide.
- Level I - Basic Services**
 Effective July 1, 1998, basic services with 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, 1999, subject to fifty per cent (50%) co-insurance with an annual maximum of one thousand, five hundred (\$1,500.00) per insured.
 Effective October 1, 2001, subject to fifty per cent (50%) co-insurance with an annual maximum of two thousand (\$2,000.00) per insured.
 Effective April 1, 2003, subject to fifty per cent (50%) co-insurance with an annual maximum of two thousand, five hundred (\$2,500.00) per insured.
- Level IV - Orthodontic Services**
 Effective April 1, 1999, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of one thousand, five hundred (\$1,500.00) per insured.
 Effective October 1, 2001, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of two thousand (\$2,000.00) per insured.
 Effective April 1, 2003, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of two thousand, five hundred (\$2,500.00) per insured.
- (2) All employees will be eligible for items (a), (b), (c), (e) and all regular employees will be eligible for items (d) and (f) after three (3) consecutive months of service.

ARTICLE 17 - EMPLOYEE BENEFITS (continued)

- 17.01 g. Long Term Disability** - The Corporation agrees to provide a Long Term Disability Plan for all eligible regular employees. This plan is subject to all the conditions as agreed by Local 250 CUPE and approved by City Council on February 4, 1974. Benefits begin on the expiration of Sick Leave or one hundred and eighty (180) days whichever is longer. The maximum benefit per month shall be \$2,900 effective April 1, 2000.
- Regular employees will be eligible for coverage after six (6) consecutive months of service.
- h. (1) The Corporation agrees to assume one hundred per cent (100%) of the premium cost of Employee Benefits for eligible employees:
- | | |
|---------------------------------|----------------------------|
| O.H.I.P. | Semi-private Ward Coverage |
| Extended Health Care | Optical Expense Benefit |
| Group Life & A.D.& D. Insurance | Long Term Disability |
| Dental Plan | |
- (2) Regular employees who are granted personal leave of absence without pay under Article 6.03 in excess of thirty-one calendar days or leave of absence under Article 6.08 may retain the following benefit plans provided the employee pays the full premium cost to the Corporation in advance of each month:
- | | |
|----------------------|-----------------------------------|
| O.H.I.P. | Semi-Private Ward Coverage |
| Extended Health Care | Optical Expense Benefit |
| Dental Plan | Group Life & A. D. & D. Insurance |
- i. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or statutory requirement.
- j. Each employee shall report any changes in marital status or increase or decrease in dependents without delay, and if failure to report any such changes results in any overpayment of premiums by the Corporation, the employee shall reimburse the Corporation in the amount of such overpayment.
- k. Employee Assistance Program (EAP), commencing June 1, 1998, for regular full-time employees, per Memorandum of Agreement dated July 16, 1997 and ratified by City Council April 20, 1998, with premium cost sharing at 60% Corporation and 40% employee, by payroll deduction.
- A joint Committee consisting of two representatives of the Corporation and one representative of the Local shall meet quarterly or as agreed and shall monitor the Program, co-ordinate publicity and education, maintain liaison with the provider and make recommendations to the Corporation regarding the program.
- l. Upon the death of a regular full-time employee, benefit coverage for the employee's spouse and/or dependants terminates at the end of the twelfth month following the month in which death of the employee occurs.

ARTICLE 17 - EMPLOYEE BENEFITS (continued)**17.02 Retirement Income Plan****Ontario Municipal Employees Retirement System (OMERS) Plan**

- a. All regular employees shall, as a condition of employment, become a member of the OMERS plan.

The employer and the employee contribute equally. The normal retirement date is the last day of the month in which the sixty-fifth (65th) birthday is reached.

- b. The Corporation agrees to enter into a Partial, Type 1 (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement Board effective April 1, 1986. This plan will increase the basic Ontario Municipal Employees Retirement System Pension Plan for past service with the Corporation prior to January 1, 1976, integrated with the Canada Pension Plan. The Corporation agrees to contribute one hundred per cent (100%) of the cost.

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

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

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

- 17.03** It is agreed that the terms of this Agreement satisfy the requirements relating to the employees' portion of the rebate payable for Employment Insurance Premium Reduction.

17.04 Sick Leave

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

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

- c. An employee who is absent from work for more than three (3) consecutive working days shall provide his/her immediate supervisor with a certificate from his/her personal physician within seven (7) days from the commencement of his/her sickness or upon his/her return to work, whichever occurs first, reporting the duration or probable duration of the sickness with the first and most recent dates of attendance upon the employee, and the expected date of return to work.
- Should the employee be unable to return to work on the date designated, a similar certificate shall be supplied prior to the expected date of return indicated on the most recent certificate.
- d. An employee making frequent use of his/her sick leave credits through short term absences may, at the discretion of the Department Head, be given notice in writing, with a copy to the Recording Secretary of the Union, that in future he/she may be required to produce a physician's statement to substantiate any period of absence.
- e. Where an employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he/she shall not receive sick pay credit for the month in which he/she was so absent.
- f. An employee shall not be entitled to sick pay in advance of any credit he/she may earn in the current month; such credit becomes available only on and after the first day of the following month.
- g. Whenever in any month an employee's days of illness exceed his/her cumulative sick pay credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be charged as days of illness without pay.
- h. When an employee is given personal leave of absence without pay under Article 6.03 in excess of thirty-one (31) days or 6.08, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, etc., he/she shall not receive credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave.
- i. The number of days or parts of days for which an employee received "sick pay" shall be deducted from his/her cumulative sick pay credit.
- j. Any or all of the unused portion of sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days and parts of days.
- k. An employee shall not receive sick pay when eligible to receive compensation under the Workplace Safety and Insurance Act, due to injury sustained while on the payroll of someone other than the Corporation.

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

- i. 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.
- m. Effective May 11, 1986, an employee who is injured on duty where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, while off work, be advanced by the Corporation to the extent of available sick leave credits an amount equal to an estimate of the anticipated 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.
- n. A full time employee who is absent by reason of incapacity caused by an accident occurring while on duty and who is granted temporary total disability benefits from the 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.

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

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

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

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

17.05 Sick Leave Plan - Temporary Employees

Temporary employees will be eligible for sick leave and sick leave credits on completion of twelve (12) months of accumulated service. On completion of twelve (12) months of accumulated service, temporary employees will be credited with five (5) days sick leave accumulation.

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

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

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

EXTENDED HEALTH CARE (E.H.C.)

(including Semi-private Hospital, Major Medical, Drugs, and Vision Care, subject to an overall maximum of \$10,000.00 every three consecutive years. Effective January 1, 2002, increase overall maximum to \$12,500 every three consecutive years.)

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

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

- (1) The "eligible" retired employee must be in receipt of either:
 - (i) an unreduced retirement pension from OMERS and have completed twenty-five (25) years of continuous regular full-time service with the Corporation at the time of retirement, or
 - (ii) a reduced retirement pension from OMERS and have completed thirty (30) years of such service with the Corporation.

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

- (2) The retired employee continues to retain his/her principal residence in the Province of Ontario and provides the Corporation with a correct address at all times.
- (3) Similar benefit plans are not available to the retired employee from another employer.
- (4) The retired employee shall report any changes in marital status or number of dependants, and if benefits become available to the retired employee from another employer without delay, and shall reimburse the Corporation for the amount of any overpayment of premiums resulting from failure to report such changes.

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

- (5) (i) Voluntary cancellations must be properly documented at the Human Resources Branch.
- (ii) The Corporation, after reasonable efforts to settle overdue benefit premium accounts with the retired employee, retains the right to cancel coverages, after notification by registered mail to the last known address.
- (iii) Cancellations are permanent and coverages cannot be reinstated subsequently.
- (6) Benefit coverage terminates at the end of the sixth month following the month in which death of the retired employee occurs. Effective October 1, 2001, benefit coverage terminates at the end of the twelfth month following the month in which death of the retired employee occurs.
- (7) Such benefits will be subject to the terms and conditions of any governing master policy or statutory requirement. Any dispute over the payment of benefits shall be adjusted between the retired employee and the Insurance Carrier, however the Corporation will use its best efforts to assist the retired employee in dealing with the Insurance Carrier.
- (8) Any future enhancements or additions to the benefit plans will be at the discretion of the Corporation.
- (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 for reimbursement under the City's Plan.

17.06 b. Group Life Insurance

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

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

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

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

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

ARTICLE 18 - WORKING CONDITIONS

- 18.01** a. Special clothing and equipment such as rain apparel (suits and boots), mitts or gloves, safety helmets, liners, fluorescent caps and vests, safety goggles, life jackets, and protective hearing equipment shall be provided to employees when necessary in the opinion of the Department Head, but such clothing and equipment shall remain the property of the City and shall be properly marked to show that it is City property.
- b. The Corporation will provide each regular employee with an annual issue of uniform clothing. Once annually employees may order items from the following list to a maximum value of 115 points. Once annually, temporary employees who have recall rights may order items from the following list to a maximum value of 60 points. Points do not accumulate nor carry over to subsequent years. The Corporation may approve each order so that a reasonable standard of uniform dress is achieved. Maintenance, cleaning and alteration of the clothing issue are the responsibility of the employee. This article shall not be construed to restrict the issue of uniform clothing to employees not covered by, or in quantities beyond these provisions, at the Corporation's discretion.

Item	Point Value	Item	Point Value
Sweatshirt	16	Winter Parka	65
Hooded Sweatshirt	22	Winter Vest	25
Golf Shirt	13	Lined Jacket	30
T-Shirt - Short Sleeve	8	Unlined Jacket	25
T-Shirt - Long Sleeve	12	Lined Nylon Squall Jacket	29
Wide Brimmed Hat	5	Trousers	18
Winter Toque	5	Shirt - Long Sleeve	18
Cap	5	Shirt - Short Sleeve	18
		Turtleneck Shirt	23

- c. **Safety Footwear**
- All employees must supply, wear and maintain, C.S.A. approved safety footwear. The type of footwear to be worn shall be designated by the Department Head or delegate. Regular employees will be allotted \$100.00 effective with the 1998 payment for safety footwear; \$125.00 effective with the 1999 payment for safety footwear. Payment will not be made:
- (1) other than with the issuance of a regular pay;
 - (2) where an employee works fewer than 120 days in the calendar year; or
 - (3) where an employee is excused from wearing regular safety footwear for acceptable medical reasons.
- d. The appropriate clothing and equipment issue and required safety footwear must be fully worn by the employee during working hours. Any employee found not complying with the above shall be immediately suspended from work without pay until he/she complies with the requirements of this clause.

ARTICLE 18 - WORKING CONDITIONS *(continued)*

- 18.02** Skilled tradespersons will be supplied with required tools to perform their duties, but such tools shall remain the property of the City and shall be properly marked to show City ownership.
- 18.03** One additional employee will only be assigned to operating equipment when dual operation is required or where driver's side visibility is obstructed by attachments (i.e. wing plough mounting).
- 18.04** The Corporation agrees to inoculate employees who regularly work on Sewer Cleaning, Refuse Collection and Animal Services with polio and tetanus shots.
- 18.05** The Corporation and the Union shall co-operate in continuing and perfecting the safety measures now in effect and improving rules and practices which will provide adequate protection to all employees.

In accordance with the City of Oshawa Joint Health and Safety Committees Terms of Reference dated January 1, 1998, as amended from time to time, Health and Safety Committees shall be established and the Corporation and the Union shall each appoint representatives thereto.

- 18.06** In inclement weather, the Corporation will, to the extent possible, consistent with efficient operations, schedule work in a manner that will provide employees with maximum protection against the weather.

ARTICLE 19 - GENERAL

- 19.01** Where the masculine "he" or "his" has been used in this Agreement, it shall apply equally to the feminine "she" or "her".
- 19.02** This Agreement shall not prevent an employee from receiving a higher rate of pay than this Agreement calls for in consideration of his/her superior knowledge or ability.
- 19.03** Excluding unpaid meal periods, the Corporation grants one (1), ten (10) minute rest period on the job site during each four (4) hours of work. The time at which these rest periods are to be taken is at the discretion of the immediate supervisor. When the shift includes a paid meal period, the second rest period is eliminated.
- 19.04** It is agreed and understood that all General Foremen/women and Managerial Staff shall be essentially supervisors only, and their duties shall not be of such a nature as to require them regularly to do work which would normally be done by an employee eligible for the bargaining unit.
- 19.05** When deemed necessary by the Corporation, an employee designated to relieve in a management position shall receive a rate adjustment of seventy-five cents (75¢) per hour on his/her basic wage. Effective October 7, 2001, an employee designated to relieve in a management position shall receive a rate adjustment of one dollar and twenty-five cents (\$1.25) per hour on his/her basic wage.

ARTICLE 19 – GENERAL (continued)

19.06 Where students are employed by the Corporation during the summer school break, (i.e. the period between April 15 and September 15) they shall be considered as student employees for the full period of their employment. No students shall be hired if any member of the bargaining unit who has achieved seniority, has been laid off nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority. Any students hired shall not achieve seniority under this Agreement notwithstanding their length of service in any year or their accumulation of length of service in any number of years. Students shall not be entitled to those benefits set forth in Article 6 and Article 17 except as otherwise provided by the Ontario Pension Benefits Act and the Ontario Municipal Employees Retirement System.

"Student" shall mean a person attending school, college or university on a full time basis and who has indicated his/her intention to return to school at the end of the summer break in the current year.

Effective April 15, 1999, students hired as Labourers, Caretakers, Park and/or Pool (outdoor) Attendants shall be paid an hourly rate equivalent to seventy-five per cent (75%) of the minimum hourly rate of the occupational classifications of Labourer, Caretaker.

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

ARTICLE 20 - JOB SECURITY

20.01 The Management of the Corporation shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee is displaced from his/her job by technological change and/or the contracting out of work, the Corporation will take one or a combination of the following actions:

- a. Relocate the employee in another job in his/her area of competency, if such is available within the Corporation.
- b. If (a) is not possible, but a position is available for which the employee could be retrained, assume responsibility for the retraining of the employee.
- c. For employees within five (5) years of retirement, attempt to work out an early retirement arrangement that would be mutually acceptable to the employee and the Corporation.
- d. If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide him/her with six (6) months' notice of termination and provide him/her with a separation settlement of two (2) weeks' salary per year of service.

ARTICLE 20 - JOB SECURITY (continued)

- 20.01** e. No employee employed as at December 31, 1991 shall lose his/her employment as a result of a layoff while maintenance work now performed by employees presently covered by this Agreement is contracted out to an outside contractor.
- f. Should there be any introduction of new equipment, and advanced training is necessary to meet technological changes that may take place within skilled trades classifications, the Corporation will extend such training to the senior employees in the skilled classifications involved, provided they are trainable.

ARTICLE 21 - SERVICE BONUS

- 21.1** A cash bonus will be paid on the pay day closest to December 15th each year to employees with long service.
- 21.02** The schedule on which the service bonus will be paid is as follows:
- | | |
|--|-------------------|
| After 10,11,12,13,14 years of continuous service | \$104.00 annually |
| After 15,16,17,18,19 years of continuous service | \$156.00 annually |
| After 20,21,22,23,24 years of continuous service | \$208.00 annually |
| After 25 years or more of continuous service | \$260.00 annually |
- 21.03** Employees who qualify for service bonus will receive one-half ($\frac{1}{2}$) annual entitlement on termination between January 1 and May 31 and will receive full annual entitlement on termination between June 1 and December 31.
- 21.04** This article does not apply to employees hired on or after April 1, 1986.
- 21.05** Employees who are included in the Partial, Type 1 (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement System Board will forfeit their service bonus annually, to the extent of their individual gross supplementary pension liability at the valuation date of April 1, 1986.

ARTICLE 22 - STRIKES AND LOCKOUTS

- 22.01** There shall be no strikes, lockouts, slowdown or stoppage of work during the term of this Agreement.

APPENDIX "A"

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

Occupational Classifications and Hourly Wage Rates effective **April 1, 2001**

Occupational Classification	Maximum		Minimum
Facilities Maintenance Journeyman/woman, Group Leader - Skilled Trades	\$ 23.45		\$ 22.28
Mechanic 2	\$ 23.45 12mos	\$ 22.04 6mos	\$ 20.93
Working Foreman/woman, Maintenance Electrician, Carpenter, Painter, Mechanic 1, HVAC Skilled Trades, Patrol Technician	\$ 22.04		\$ 20.93
Operator 4	\$ 21.54		\$ 20.45
Garage Serviceman/woman	\$ 20.98 12mos	\$ 20.17 6mos	\$ 19.15
Operator 3	\$ 20.97		\$ 19.93
Single Operator/Loader	\$ 20.75		\$ 19.72
Lead Hand, Patrol Inspector	\$ 20.57		\$ 19.51
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator, HVAC Operator	\$ 20.38		\$ 19.38
Animal Services Officer	\$ 20.34		\$ 19.33
Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$ 19.85		\$ 18.86
Operator Restricted, Washman/woman	\$ 19.68		\$ 18.69
Attendant - Building, Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$ 19.08		\$ 16.78
Labourer, Caretaker	\$ 18.62		\$ 16.38

Lead Hand Premium: 50¢ per hour

Casual Employee Effective September 1, 2001; \$8.01

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

Mechanic 2 Must be a licensed Mechanic with Diesel Endorsement.

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

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

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

Automotive Technician Apprenticeship		
Effective	Approximate % of Mechanic 1 Start Rate	Hourly Rate
Start date	60%	\$ 12.56
	Approximate % of Mechanic 1 Max. Rate	
6 months after start date	60%	\$ 13.22
Upon receipt of evidence of successful completion of year one of the program	70%	\$ 15.43
Upon receipt of evidence of successful completion of year two of the program	80%	\$ 17.63
Upon receipt of evidence of successful completion of year three of the program	90%	\$ 19.84
Upon receipt of evidence of successful completion of the program and successful completion of qualifying examinations as set and controlled by the Fleet Supervisor.	100%	\$ 22.04

APPENDIX "A"

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

Occupational Classifications and Hourly Wage Rates effective **October 1, 2001**

Occupational Classification	Maximum		Minimum
Facilities Maintenance Journeyman/woman, Group Leader - Skilled Trades	\$ 23.68		\$ 22.50
Mechanic 2	\$ 23.68 12mos	\$ 22.26 6mos	\$ 21.14
Working Foreman/woman, Maintenance Electrician, Carpenter, Painter, Mechanic 1, HVAC Skilled Trades, Patrol Technician	\$ 22.26		\$ 21.14
Operator 4	\$ 21.76		\$ 20.65
Garage Serviceman/woman	\$ 21.19 12mos	\$ 20.37 6mos	\$ 19.34
Operator 3	\$ 21.18		\$ 20.13
Single Operator/Loader	\$ 20.96		\$ 19.92
Lead Hand, Patrol Inspector	\$ 20.78		\$ 19.71
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator, HVAC Operator	\$ 20.58		\$ 19.57
Animal Services Officer	\$ 20.54		\$ 19.52

Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$ 20.05		\$ 1 9. 0 5
Operator Restricted, Washman/woman	\$ 19.88		\$ 1 8. 8 8
Attendant - Building, Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$ 19.27		\$ 1 6. 9 5
Labourer, Caretaker	\$ 18.81		\$ 1 6. 5 4

Lead Hand Premium: 50¢ per hour

Casual Employee Effective October 1, 2001: \$8.09

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

Mechanic 2 Must be a licensed Mechanic with Diesel Endorsement.

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

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

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

Automotive Technician Apprenticeship		
Effective	Approximate % of Mechanic 1 Start Rate	Hourly Rate
Start date	60%	\$ 12.68
	Approximate % of Mechanic 1 Max. Rate	
6 months after start date	60%	\$ 13.36
Upon receipt of evidence of successful completion of year one of the program	70%	\$ 15.58
Upon receipt of evidence of successful completion of year two of the program	80%	\$ 17.81
Upon receipt of evidence of successful completion of year three of the program	90%	\$ 20.03
Upon receipt of evidence of successful completion of the program and successful completion of qualifying examinations as set and controlled by the Fleet Supervisor.	100%	\$ 22.26

APPENDIX "A"

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

Occupational Classifications and Hourly Wage Rates effective **April 1, 2002**

Occupational Classification	Maximum		Minimum
Facilities Maintenance Journeyman/woman, Group Leader - Skilled Trades	\$ 24.39		\$ 23.18
Mechanic 2	\$ 24.39 12mos	\$ 22.93 6mos	\$ 21.77
Working Foreman/woman, Maintenance Electrician, Carpenter, Painter, Mechanic 1, HVAC Skilled Trades, Patrol Technician	\$ 22.93		\$ 21.77
Operator 4	\$ 22.41		\$ 21.27
Garage Serviceman/woman	\$ 21.83 12mos	\$ 20.98 6mos	\$ 19.92
Operator 3	\$ 21.82		\$ 20.73
Single Operator/Loader	\$ 21.59		\$ 20.52
Lead Hand, Patrol Inspector	\$ 21.40		\$ 20.30
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator, HVAC Operator	\$ 21.20		\$ 20.16
Animal Services Officer	\$ 21.16		\$ 20.11

Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$ 20.65		\$ 19.62
Operator Restricted, Washman/woman	\$ 20.48		\$ 19.45
Attendant - Building, Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$ 19.85		\$ 17.46
Labourer, Caretaker	\$ 19.37		\$ 17.04

Lead Hand Premium: 50¢ per hour

Casual Employee Effective September 1, 2002; \$8.33

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

Mechanic 2 Must be a licensed Mechanic with Diesel Endorsement.

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

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

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

Automotive Technician Apprenticeship		
Effective	Approximate % of Mechanic 1 Start Rate	Hourly Rate
Start date	60%	\$ 13.06
	Approximate % of Mechanic 1 Max. Rate	
6 months after start date	60%	\$ 13.76
Upon receipt of evidence of successful completion of year one of the program	70%	\$ 16.05
Upon receipt of evidence of successful completion of year two of the program	80%	\$ 18.34
Upon receipt of evidence of successful completion of year three of the program	90%	\$ 20.64
Upon receipt of evidence of successful completion of the program and successful completion of qualifying examinations as set and controlled by the Fleet Supervisor.	100%	\$ 22.93

APPENDIX "A"

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

Occupational Classifications and Hourly Wage Rates effective **April 1, 2003**

Occupational Classification	Maximum		Minimum
Facilities Maintenance Journeyman/woman, Group Leader - Skilled Trades	\$ 24.88		\$ 2 3. 6 4
Mechanic 2	\$ 24.88 12mos	\$ 23.39 6mos	\$ 2 2. 2 1
Working Foreman/woman, Maintenance Electrician, Carpenter, Painter, Mechanic 1, HVAC Skilled Trades, Patrol Technician	\$ 23.39		\$ 2 2. 2 1
Operator 4	\$ 22.86		\$ 2 1. 7 0
Garage Serviceman/woman	\$ 22.27 12mos	\$ 21.40 6mos	\$ 2 0. 3 2
Operator 3	\$ 22.26		\$ 2 1. 1 4
Single Operator/Loader	\$ 22.02		\$ 2 0. 9 3
Lead Hand, Patrol Inspector	\$ 21.83		\$ 2 0. 7 1
Operator 2, Operator/Loader, Gardener, Forestry Crewman/woman, Ice Plant Operator, HVAC Operator	\$ 21.62		\$ 2 0. 5 6
Animal Services Officer	\$ 21.58		\$ 2 0. 5 1

Operator 1, Traffic Operator, Skilled Labourer, Refuse Loader (Single)	\$ 21.06		\$ 2 0. 0 1
Operator Restricted, Washman/woman	\$ 20.89		\$ 1 9. 8 4
Attendant - Building, Cemetery, Pool, Park, Arena, Park/Arena, Tool Crib	\$ 20.25		\$ 1 7. 8 1
Labourer, Caretaker	\$ 19.76		\$ 1 7. 3 8

Lead Hand Premium: 50¢ per hour

Casual Employee Effective September 1, 2003; \$8.50

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

Mechanic 2 Must be a licensed Mechanic with Diesel Endorsement.

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

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

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

Automotive Technician Apprenticeship		
Effective	Approximate % of Mechanic 1 Start Rate	Hourly Rate
Start date	60%	\$ 13.33
	Approximate % of Mechanic 1 Max. Rate	
6 months after start date	60%	\$ 14.03
Upon receipt of evidence of successful completion of year one of the program	70%	\$ 16.37
Upon receipt of evidence of successful completion of year two of the program	80%	\$ 18.71
Upon receipt of evidence of successful completion of year three of the program	90%	\$ 21.05
Upon receipt of evidence of successful completion of the program and successful completion of qualifying examinations as set and controlled by the Fleet Supervisor.	100%	\$ 23.39

APPENDIX "B"

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

Detail of Operators - Grade Categories

A description of the grading system and an outline of qualifications for each City of Oshawa internal licence rating is shown below. Demonstrated ability and successful completion of written tests shall be required on the types of units, as designated by the Department and as related to the responsibilities of the Division in which the work is performed.

Any operator must hold a valid Ontario Classified Driver's Licence.

Any operator in the performance of his/her work may be required to train new operators on any piece of equipment. The selection of operators to assist in training shall be based on his/her suitability and qualifications for such.

Operator Restricted

Are individuals who are not fully qualified for Operator 1 rating listed below.

Operator 1

In order to qualify for an Operator 1 rating, a person must demonstrate his/her ability and pass written tests on no less than five (5) of the units listed under Type "A" equipment. This classification will require a valid Class "D" Provincial Licence.

Operator 2

In order to qualify for an Operator 2 rating, an equipment operator must demonstrate his/her ability and pass written tests on all of the equipment units under Type "A" Equipment, plus four (4) units under Type "B". Three (3) units must be of the first seven (7) units listed under Type "B" Equipment. This classification will require a valid Class "D" Provincial Licence.

Operator 3

In order to qualify for an Operator 3 rating, an equipment operator must demonstrate his/her ability and pass written tests on all the units of equipment listed under Type "A" and Type "B" Equipment. This grade will require a valid Class "A" Provincial Licence.

Operator 4

In order to qualify for an Operator 4 rating, an equipment operator must demonstrate his/her ability and pass written tests on all units of equipment listed under Type "A", Type "B" and Type "C" Equipment. This classification will require a valid Class "A" Provincial Licence.

APPENDIX "B"
(continued)

Unit Tests for Operation of Type "A" Equipment

1. Suburban, car, station wagon or jeep with or without attachments.
2. 1/2 to 1 ton panel or pick-up truck.
3. 2 to 5 ton dump or stake truck.
4. 2 to 5 ton dump truck with hopper sander.
5. 2 to 5 ton truck with single plough.
6. Over 5 ton dump or stake tandem truck.
7. Refuse packer.
8. Elevating bucket or ladder lift truck up to and including 32' working height.
9. Self-propelled line markers.
10. 1 to 10 ton self-propelled roller (loaded).
11. Wheeled tractor with attachments.
12. Weed sprayer (boom type).
13. Compressor under 75 h.p.
14. Tractor type front-end loader with attachments.
15. Self-propelled sidewalk unit including plough, sweeper and other attachments.
16. Brush chipper.
17. Bobcat plus attachments (other than those listed under Type B).

NOTE: Labourers operating the manual pavement marking machine will be paid a premium of 11¢ per hour while so employed.

Unit Tests for Operation of Type "B" Equipment

1. Self-propelled grader under 100 h.p.
2. Self-propelled belt-type loader.
3. Front-end loader including attachments.
4. Self-propelled street sweeper.
5. Truck with catchbasin and sewer cleaner.
6. Truck with street flusher.
7. Over 5 ton truck with plough and wing.
8. Elevating bucket truck over 32' working height.
9. Crawler tractor with attachments.
10. Truck tractor with low bed or semi-trailer.
11. Truck or tractor mounted snow blower.
12. Self-propelled grader over 100 h.p.
13. Self-propelled power sweeper under 100 h.p.
14. Bobcat with grinder attachment.
15. Loader with plough and wing.

Unit Tests for Operation of Type "C" Equipment

1. Front-end loader-backhoe, wheeled type over 45 h.p.
2. Hydraulic backhoe over 45 h.p.

When a new piece of equipment is introduced, the "Type" category will be determined by consultation between the Department Head, the Director of Human Resources and the Union. The criteria for establishing the category will be horsepower, weight, Provincial Driver's Licence requirement, skill required, etc.

APPENDIX "C"

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

CASUAL EMPLOYEES

The Corporation, when deemed desirable, will utilize Casual Employees to perform duties necessary for public skating and other ice rentals and any other Arena Attendant duties assigned to them.

If an Arena Attendant is unavailable to report for work and other Arena Attendants in that facility are unable to report or be contacted, then Casual Employees may also substitute for a regular Arena Attendant. It is understood and agreed that Casual Employees will not be used to replace regular Arena Attendants on a full time basis in the event of transfer or termination.

Individual Casual Employees will not be employed for more than twenty-four (24) hours per week.

No employees covered by the existing Collective Agreement shall exercise any seniority rights over those persons employed in the Casual Employee category.

Casual Employees shall receive only the benefits specifically referred to in this Appendix and that any reference to "employee" outside of this Appendix shall not be applicable to Casual Employees.

Casual Employees shall be required to pay union dues provided that such casual employment exceeds one (1) month. The Corporation shall deduct from the wages of each Casual Employee an amount determined by the Union.

Casual Employees shall not be eligible to participate in the group insurance plan, sick pay plan, L.T.D. plan nor have any portion of premiums paid by the employer with respect to any prepaid plan of hospitalization, surgical, dental or medical benefits.

Casual Employees shall be eligible for overtime payment if employed in excess of eight (8) hours per day.

Casual Employees shall, in lieu of vacation, receive "Vacation Pay" in accordance with the Employment Standards Act.

Casual Employees shall be paid for "Public Holidays" in accordance with the Employment Standards Act.

Casual Employees shall have access to the grievance procedure only with respect to those benefits referred to in this Appendix. It is understood that a discharge or separation of a Casual Employee may be the subject of a grievance and arbitration in accordance with the procedure described in Article 8.

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

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

AND

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

1. Shifts for Fleet Maintenance Personnel

It was agreed and understood that of the existing staff at May 5, 1986, no additional personnel shall be assigned to the evening shift other than in accordance with the present practice in effect.

2. Hours of Work - Central Business District Cleaning

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

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

3. The Corporation will continue to pay any fees required to maintain the licences of those employees designated to carry-out pesticide applications. The Corporation will continue to pay a premium of \$0.60/hr to employees while assigned to pesticide application.

4. The parties have agreed that within the context of fiscal uncertainty, the desirability of employment security, and potential structural change in the delivery of municipal services, they will explore opportunities to respond effectively to those changes in mutually beneficial ways, some of which may require amendment to the Collective Agreement. In recognition of this the following is agreed:

- a) Neither party shall be prejudiced nor raise issues of estoppel based on a failure to table any matter in this negotiation.
- b) The parties will meet at the request of either party and give priority to proposals intended to maintain or improve the Corporation's ability to deliver services efficiently while at the same time maintaining or improving the employment security of employees.

Memorandum of Agreement
Between
The Corporation of the City of Oshawa
And
CUPE and its Local 250

Re: Automotive Technician Apprenticeship

1. The parties agree to the establishment of a new job classification of "Apprentice Mechanic" on the terms set out in this Memorandum of Agreement. This Agreement expires with the current Collective Agreement subject to renewal or incorporation into the Collective Agreement or Letter of Understanding during the next round of bargaining.
2. The Corporation will hire no more than two (2) apprentice Mechanics. Where the Corporation intends to hire an Apprentice Mechanic a notice will be posted and applicant(s) selected as provided in Article 9.05. The successful candidate shall be assigned to the occupational classification of Apprentice Mechanic.
3. An Apprentice Mechanic shall be considered a regular employee and all aspects of the Collective Agreement shall apply except where specifically otherwise provided in this Memorandum of Agreement.
4. The following hourly wage rates and progression shall apply to the Occupational Classification of Apprentice Mechanic: *(see Appendix A for hourly wage rates)*

Effective	Approximate % of Mechanic 1 Start Rate
Start Date	60%
Effective	Approximate % of Mechanic 1 max. Rate
6 months after start date	60%
Upon receipt of evidence of successful completion of year one of the Program	70%
Upon receipt of evidence of successful completion of year two of the Program	80%
Upon receipt of evidence of successful completion of year three of the Program	90%
Upon receipt of evidence of successful completion of the program and successful completion of qualifying examinations as set and controlled by the Fleet Supervisor	100%

Memorandum of Agreement

Between

The Corporation of the City of Oshawa

And

CUPE and its Local 250

Re: Single Operator Refuse Packers

The parties agree that the following terms replace those of the Memorandum of Agreement dated November 12, 1998.

1. Recognizing the physical demands on staff in the Single Operator/Loader classification, the Corporation undertakes to give every consideration to prevention and effective management of those injuries which do occur. This consideration includes working with the Union on such things as:
 - a. Training methods and procedures for injury prevention;
 - b. mechanisms to use staff turnover to reduce injuries;
 - c. use of modified work as a rehabilitative technique;
 - d. use of alternative position assignment on a temporary basis; and
 - e. use of various rehabilitative and training programs available for the WSIB and others.
2. The Corporation affirms its preference for the use of Corporation employees for regular refuse collection. It is understood that the provisions of this agreement shall not restrict nor alter the practice of hiring of trucks and/or operators from other sources for the purposes w of peak periods, equipment failure, absences of the incumbent, etc. In case of conflict, provisions of the Collective Agreement will supersede this paragraph.
3. It is understood that productivity may be affected by a relocated land fill site, decreased refuse quantity due to recycling, composting, implementation of transfer stations, new growth or other changes. The parties intend to mutually discuss the workload effect of such changes.
4. Refuse collection routes are identified by number. Within each numbered route are up to five daily routes. When the average number of stops for a given collection route, calculated over a week, exceeds 775 per day, then an additional collection route will be added so that the average number of stops for a collection route, calculated over a week, falls below 775.
5. Paragraph 4 shall not be construed as ending the current practice of assigning additional vehicles where circumstances dictate.

