

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF OSHAWA

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

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 251

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

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and

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

ARTICLE 1 –PURPOSE AND COVERAGE

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

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

Persons above the rank of Department Head; Department Heads; Deputy Department Heads; bona fide Directors; Professional Engineers employed in a professional capacity; Foremen/women; Safety Co-ordinator; Secretary to the Mayor; Staff of the Office of the City Manager; Committee Secretary; Council Secretary; Human Resource Services Branch Staff; Solicitor; Manager, Financial Services; Manager, Budgets and Financial Systems Development; Manager of Taxation and Revenue Services; Manager, Application Support; Manager, Operational Support Services; Water Resources Manager; Director of Transportation and Parking Services; Manager, Maintenance Operations; Manager, Fleet Maintenance; Security Watchmen/women; Director, Property Management Services; "Manager of Building Environmental Systems; Airport Manager; Manager, Parks Maintenance Services; Manager, Civic Auditorium and Business Services; Maintenance Services Manager; Facility Managers; Community Arena Maintenance Services Manager; Manager, Recreation and Culture Programming Services; Community Improvement and Housing Co-ordinator; Manager of Support Services; Real Estate and Business Development Manager; Manager, Policy and Special Projects; Manager, Development and Urban Design; Manager, By-law Enforcement Services; Director, Purchasing Services; Manager, Parking and Transportation Support Services; Manager, Systems Operations; Development Engineering Supervisor; Construction Engineering Supervisor; Executive Assistant to the Mayor; Co-ordinator, Operational Safety and Training; Supervisor, Parks Operations-Forestry/Horticulture; Supervisor, Parks Operations-Grounds Maintenance; Supervisor, School Crossing Assistance Program; Budget Co-ordinator; Manager, Marketing and Event Services; Manager of Buildings Development; Manager, Budget and Accounting Services; Programs and Engineering Support Services Manager; Manager, Strategy and Planning; Database Administrator; Principal Planner; Manager, Building Inspection Services; Property and Development Officer; Program Director-Senior Citizens Centre; Persons employed not more than twenty-four (24) hours per week engaged in conducting and implementing the Corporation's recreational programmes and in staffing various facilities that are in classifications not covered by Schedule "A" of this Agreement; Students engaged in conducting and implementing the Corporation's recreational programmes and in staffing various facilities that are in classifications not covered by Schedule "A" of this Agreement; Administrative Assistant to the Fire Chief; persons above the rank of Administrative Assistant to the Chief; and persons covered by subsisting Collective Agreements; Transportation Services Manager; Director, Finance and Business Planning Services; City Clerk; Deputy City Clerk; Development and Water Resources Manager; Manager, Fiscal Policy and Property Taxation; Manager, Elections, Licensing and Parking Enforcement; Community Centres and Events Manager; Administration and Special Projects Manager; Co-ordinator, Payroll and Accounts Payable; Co-ordinator, Accounting Services; Operational Safety and Training Assistant.

ARTICLE 1 – PURPOSE AND COVERAGE (continued)

- 1.03 When the Corporation introduces a new or changed classification during the life of this Agreement and without restricting the right of the Corporation to fill such new or changed position, the matters of its inclusion or exclusion from the Bargaining Unit shall be discussed with the Union, subject to the right of either party to refer the question to the Ontario Labour Relations Board.
- 1.04 Subsidized programs which may be available from any level of government may vary considerably. It is agreed the parties will discuss the matter of inclusion or exclusion from the provisions of the Collective Agreement of persons who may be hired, as the occasion arises.
- 1.05 There is a limited need for regular part-time and temporary part-time positions in classifications listed in Schedule “A”. Except as required by the Oshawa Fire Services, part-time positions will be restricted to those which can only be filled on a part-time basis.

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

Department	Position/Working Title
Regular Part-time Positions Office of the City Manager - Fire Services Corporate Services - Clerk’s Services Operational Services - Traffic Operational Services - Recreation Oshawa Senior Citizens Centre Oshawa Senior Citizens Centre Oshawa Senior Citizens Centre	Unrestricted Parking By-law Enforcement Officer Parking Attendant Clerk “C” Clerk-Typist Program Worker Community Resource Worker
Office of the City Manager - Fire Services Corporate Services - Information Technology Services Development Services - Construction Operational Services - Recreation	Unrestricted Data Conversion Operator Ticket Taker Facility Clerk (Civic Fields)

- 1.06 Notwithstanding the provisions of Article 1.02, the Corporation may employ up to a maximum of eight (8) persons, during the summer season only, in excess of the twenty-four (24) hours per week maximum and, if so employed, those persons would remain exempt from the provisions of the Agreement. This applies only to the positions of Day Camp Director, Summer Playground Supervisor and Aquatic Unit Supervisor.

ARTICLE 2 – CORPORATION RIGHTS

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

ARTICLE 3 – UNION RECOGNITION AND SECURITY

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

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

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

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

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

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

3.05 In consideration of the deducting and forwarding of union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operations of this section.

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

ARTICLE 4 – REPRESENTATION

4.01 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.

4.02 The Union shall advise the Corporation of the personnel serving on these Committees and as Stewards. It is agreed that the number of Stewards from a Branch shall be by mutual agreement. The Negotiating Committee shall consist of not more than four (4) employees.

ARTICLE 4 – REPRESENTATION *(continued)*

4.03 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who shall have access to the Corporation's premises, on notification to the office of the Department Head and Director of Human Resource Services, in order to investigate or assist in negotiations of a dispute.

4.04 The Corporation agrees without prejudice to the rights outlined in Article 2.01 to inform the Union Executive immediately when disciplinary action in the form of suspension or discharge has been imposed on an employee. The Corporation will forward copies of disciplinary letters to the Union.

Except where action must be immediate, the Corporation will arrange to have a Union representative available for attendance at a meeting where disciplinary action is imposed. If the employee does not wish representation during the meeting, the Union representative may remain on hand during and after the meeting to discuss the issue(s) with the employee if requested.

4.05 The Union acknowledges that Stewards, members of the Committees and Union Officers have regular duties to perform on behalf of the Corporation. Such persons shall not leave their regular duties without receiving permission from their Department Head or his/her representative, and such permission shall not be unreasonably withheld. When resuming their regular duties, they shall report to their Department Head or his/her representative, and shall give any reasonable explanation which may be requested with respect to their absence.

4.06 It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business and that in accordance with this understanding the Corporation shall not make any pay deduction from such employees for the time spent in handling grievances, and attending meetings of grievances up to and including Step 3.

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

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

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

4.08 The Corporation and the Union shall co-operate in continuing and perfecting the safety measures now in effect and improving rules and practices which will provide adequate protection to all employees.

ARTICLE 4 – REPRESENTATION (continued)

4.08 A Health and Safety Committee shall be established and the Corporation and the Union shall each appoint representatives thereto. The number of representatives appointed shall be as recommended by the Committee from time to time, subject to approval by the Corporation. A minimum of ~~two~~ (2) representatives shall be appointed by each party.

The Health and Safety Committee may inspect the work place as required and it shall be the duty of the Corporation and the employees to afford the Committee such information and assistance as may be required for the purpose of carrying out any inspection. A representative shall have power to identify situations that may be a source of danger or hazard to employees and make suggestions to the Health and Safety Committee.

The Health and Safety Committee shall hold meetings as requested by the Corporation or Union and all unsafe or hazardous conditions shall be taken up and dealt with at such meetings.

Minutes of all Health and Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Corporation and the Union.

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

4.10 Labour Management Meetings

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

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE**5.01 Grievance Procedure**

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

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

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE *(continued)***5.01 Grievance Procedure** *(continued)*

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

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

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

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

Step 2 The Grievance Committee shall then take the matter up with the Department Head and the Director of Human Resource Services or their designates. If the parties at this step are unable to reach a satisfactory settlement within seven (7) working days (or a time mutually agreed upon), the third step of the Grievance Procedure may be invoked within seven (7) working days (or at a date mutually agreed to) from the date of the management's decision at Step 2.

Step 3 Step 3 of the grievance procedure is mediation at the request of either party. If the parties at this step are unable to reach a satisfactory settlement, the matter may be taken to arbitration.

5.02 Policy Grievance

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

5.03 Job Evaluation Grievance

If, after a meeting of the Joint Job Evaluation Committee (JJEC), the parties fail to agree on the evaluation of the position, the Union may request the Corporation's final answer which shall be provided within ten (10) working days. The final answer shall indicate what are, in the opinion of the Corporation, the correct Job Information Questionnaire (JIQ), factor grades, numerical point values and reasons for rating.

Any grievance alleging the job is improperly described and/or evaluated under the provisions of the Job Evaluation Manual must be filed by the Union within twenty (20) working days of the Corporation's final answer. Such grievance shall indicate what are, in the opinion of the Union, the correct JIQ, factor grades, numerical point values and reasons for rating of the disputed factors.

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

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

If the grievance proceeds to arbitration, the hearing shall be conducted under a chairperson experienced in job evaluation and the arbitration board shall only use the criteria in the Job Evaluation Manual.

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

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

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

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

5.04 Arbitration

Notification of intention to proceed to arbitration shall be given in writing to the City Council, or representatives thereof, and to the Director of Human Resource Services prior to proceeding to arbitration if the parties are unable to reach a satisfactory settlement under the grievance procedure.

An arbitration board or single arbitrator shall have no power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any other provision for an existing provision.

Each party shall be responsible for the expenses of their own appointee and also for an equal share of the fees and expenses of the chairperson. If, after negotiation or arbitration, it is established that an employee has been improperly disciplined or discharged, the employee shall be reinstated and consideration of the grievance shall include compensation for time lost if any.

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

ARTICLE 6 – SENIORITY

- 6.01** When a new employee is hired, such employee shall be on probation for a period of six (6) months active service. It is understood that during such probationary period, the employment of a probationary employee may be terminated by the Corporation at its discretion at any time. Subject to the foregoing an employee shall be subject to all other terms of the Collective Agreement during his/her probationary period. Employees retained past the six (6) months probationary period shall be placed on the regular staff and credited with seniority from the date first hired, subject to Article 6.03.

ARTICLE 6 – SENIORITY (continued)

- 6.02** The Corporation shall, within ten (10) working days of the effective date, notify the Union of all appointments to, transfers and promotions within and terminations and layoffs from the bargaining unit, providing:
- (a) name;
 - (b) new position/working title; and
 - (c) effective date.
- 6.03**
- (a) Seniority shall accrue when leave of absence of less than ninety-one (91) calendar days is granted under Article 8.01 and for leaves of absence granted under Articles 8.02, 8.04, 8.05, 8.07, and 8.08.
 - (b) Seniority shall not accrue when leave of absence in excess of ninety (90) calendar days is granted under Article 8.01.
 - (c) A seniority list as of January 1st and July 1st shall be filed with the Union and a copy posted on each floor, in any building in which members work, covering all employees within the bargaining unit. These lists will indicate name, position/working title and seniority date.
- 6.04** The following procedures shall be followed with respect to layoff and recall. Regular employees shall be given notice of layoff in accordance with the Employment Standards Act or twenty-five (25) working days, whichever is the greater.
- (a) In the event of a reduction in the work force of a department, layoff shall commence with the employee with the least amount of total seniority within the bargaining unit, within the position/working title affected.
 - (b) Ability and qualifications being sufficient, any employee so laid off shall be permitted to use his/her total seniority to displace the employee with the least seniority in the same position/working title or failing that, the employee with the least seniority in the same salary level in a position for which the displaced employee has sufficient ability and qualifications. An employee unsuccessful in obtaining a position in his/her own salary level shall repeat this process in the salary levels below.
 - (c) Ability and qualifications being sufficient, any employee displaced as a result of a layoff shall use the same procedure as outlined in (b) to obtain a position.
 - (d) An employee who elects to use his/her seniority shall receive the rate of pay for the position which he/she secures. An employee's right of recall to his/her original position ceases at the earlier of the employee securing a position through the job posting process (Article 7.02), or after twenty-four (24) months in the position secured through the bumping process.
 - (e) While on layoff, a regular full-time employee shall continue to accrue seniority. Benefits will not continue during the period of layoff, nor will service accrue for any service driven benefits such as vacation, sick leave, service pay, etc.
 - (f) In the event of recall, positions will be filled in the reverse manner to the layoff, providing ability and qualifications are sufficient.
 - (g) A regular full-time employee on layoff (i.e. who was unable to secure a position through the bumping process) shall be offered a position filled by a temporary employee provided he/she has sufficient ability and qualifications. Time worked in such a position shall not be included in the recall period per Article 6.05 (ii).

ARTICLE 6 – SENIORITY *(continued)*

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

- (i) Voluntarily resigns.
- (ii) Is laid off and is not recalled to active employment within twenty-four (24) calendar months, or one-half (½) of the employee's seniority at the time of lay-off, whichever is the lesser.
- (iii) Fails to return to work within ten (10) working days after notice to return has been sent to him/her by registered mail to his/her last address appearing on the Corporation's records.
- (iv) Is absent for three (3) consecutive working days without having been granted leave of absence in accordance with Article 8.01, unless a satisfactory reason is given.
- (v) Is discharged for cause and is not reinstated through the grievance procedure.
- (vi) Retires, which shall be on the last day of the month in which the employee attains age sixty-five (65), or an earlier age under the provisions of OMERS.

6.06 Temporary Employees

- (a) (i) Temporary vacancies are those created by peak work loads, leave of absence, illness, vacation or temporary transfers and such vacancies or positions will exist for not more than a twelve (12) month period unless it is mutually agreed to a longer period by both parties. Such temporary vacancies may be filled by temporary employees during which time they shall be subject to the terms of this Agreement except in Article 6 - Seniority - 6.01, 6.03, 6.04, 6.05, Article 7 - Job Posting, Article 8 - Leave of Absence, Article 9.01 - Benefits for Regular Employees, Article 9.02 - Sick Leave, Article 9.03 - Retirement Income Plan, Article 10 - Annual Vacation, Article 14 - Joint **Job** Evaluation Committee, Article 20 - Service Bonus, Article 21 - Job Security. Temporary 40 hour positions may be assigned to 36¼ hour weeks at the discretion of the Corporation.
- (ii) Temporary vacancies created due to the provisions of Article 8.04 may be filled for the extent of the leave. In addition the temporary employee may be hired up to two (2) weeks prior to the regular employee going on leave of absence to facilitate training. An additional one (1) week for a longer training period and/or an extension at the termination of the leave may be provided by agreement between the parties.
- (iii) Temporary employees shall receive the rate of pay at which they are employed, for the full period of temporary employment.
- (iv) Students who are hired for seasonal projects in the Construction Section of the Department of Development Services, shall receive a salary equivalent to seventy-five per cent (75%) of the starting salary of the position which they assume. In no case shall the salary paid fall below the starting rate for salary level 2, except for those positions which are in salary level 1.

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

- (b) Temporary employees will not be placed in a position of higher grade than a regular employee within the Division of the Department, if the regular employee is capable of performing the designated job.
- (c) Temporary employees shall not become regular employees until Article 7 of this Agreement has been complied with, however, temporary employees will be given first consideration for regular positions if there are no successful applicants from the regular employees.
- (d) A temporary employee selected for a regular position will acquire seniority from the date of regular employment subject to Article 6.01 and Article 6.03.
- (e) Upon termination, temporary employees will be paid vacation pay in accordance with the Employment Standards Act.

ARTICLE 7 – JOB POSTING

- 7.01 Subject to the provisions of Article 7.04, when vacancies occur or new jobs are created, these positions, except those in salary level 1, will be posted on a bulletin board accessible to all employees for a period of seven (7) working days, during which time regular employees will have the opportunity to apply and be considered before temporary employees or outside applicants are considered.

All unsuccessful regular employee applicants will be notified by letter and will be given the name of the successful applicant, if any, not more than fifteen (75) days after the position has been filled or the decision has been made to consider outside applicants.

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

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

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

- (1) regular part-time employees with 1,885 hours of service; then
- (2) temporary employees and non-employees.

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

- 7.03 Successful applicants, provided they are regular employees, will be paid at their new pay rate upon commencing their new duties, or not more than two (2) weeks after accepting the offer of their new appointment if the position is at a higher rate of pay. Wherever possible, the employee shall be transferred within four (4) weeks.

ARTICLE 7 – JOB POSTING (continued)

7.04 Any employee who is no longer capable of performing the full required duties of his/her position by reason of disability, may be placed in a suitable position, if such a position is available, by the Director of Human Resource Services without regard to the other provisions of this Article. The rate of pay for such positions will be as established for that classification in this Agreement. The Local 251 Executive will be consulted prior to any placements being made under this Article.

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

7.06 Underfilling of Positions

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

This Article may also be applied to unqualified external applicants.

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

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

The Corporation undertakes to accept applications for vacancies posted for regular positions from employees covered by the Corporation/CUPE #250/CUPE #3760 Collective Agreements. Such applications will be considered only after all contractual obligations to employees covered by these Collective Agreements have been met. This undertaking shall not be construed so as to impede the Corporation's ability to advertise, test, interview, select or fill vacancies from outside of these bargaining units. Employees of either bargaining unit will not have the right to grieve under this undertaking.

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

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

ARTICLE 8 – LEAVE OF ABSENCE

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

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

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

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

8.03 Upon receipt of 'reasonable notice, the Corporation will grant leave of absence of up to two (2) years without pay, loss of accrued seniority or job classification, to an employee elected to a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. Any request for extension of leaves shall be in writing and such request may be granted at the discretion of the Corporation.

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

8.04 Pregnancy and Parental Leave

(a) Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act as amended from time to time. Pregnancy and Parental Leave is without loss of job classification, benefits as prescribed by the Employment Standards Act, seniority and service.

(b) Sick leave credits will not accumulate during Pregnancy or Parental Leaves of Absence.

8.05 Bereavement Leave of Absence

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

(a) The employee receives prior confirmation of entitlement from the manager;

(b) The bereavement leave will be measured in consecutive calendar days commencing on the date following the death;

ARTICLE 8 – LEAVE OF ABSENCE (continued)

8.05 Bereavement Leave of Absence (continued)

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

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

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

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

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

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

It shall be the responsibility of the Department Head to authorize or withhold payment for such time off. Time off granted under the provisions of this paragraph will not be deducted from sick leave or other credits which an employee has accrued.

8.09 Employees, on approved leave of absence granted under the provisions of Articles 8.01 (in excess of one month), 8.03 and 8.04, who wish to continue their benefit coverage subject to the requirements of the Benefit Carrier, will be required to pay the total premium cost of such benefits monthly, in advance of the beginning of every month.

8.10 Family Leave

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

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES

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

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

- 9.01**
- (a) Medical and hospital services as provided by the Health Insurance Act.
 - (b) Semi-private coverage for hospital care.
 - (c) **Extended Health Care Plan** covers all eligible charges in excess of \$10 (single) and/or \$20 (family) deductible per calendar year for all prescription drugs, private-duty nursing, semi-private hospital coverage, etc. Effective January 1, 2002, overall maximum of \$12,500 every three (3) consecutive years. Effective, January 1, 2005, the overall maximum is increased to \$15,000 every three (3) consecutive years. Effective January 1, 2006, the overall maximum is increased to \$17,500 every three (3) consecutive years.

Effective December 1, 2004:

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

Effective January 1, 2005:

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

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

Optical Expense Benefit – To provide up to a maximum payment of two hundred and twenty-five dollars (\$225) per insured in any twenty-four (24) month period, effective January 1, 2002. The maximum payment is increased to two hundred and fifty dollars (\$250) per insured in any twenty-four (24) month period effective January 1, 2005. The maximum payment is increased to three hundred dollars (\$300) per insured in any twenty-four (24) month period effective January 1, 2007.

- (d)
 - (i) **Group Life Insurance** coverage is equal to approximately two (2) times basic annual salary rate.
 - (ii) **Accidental Death and Dismemberment Insurance** coverage is equal to approximately two (2) times basic annual salary rate. Upon retirement, coverage is cancelled.

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)

- 9.01 (e) **Dental Plan** – Based on the 2001 Ontario Dental Association (ODA) suggested fee guide for Dental practitioners.

Effective January 1, 2005, based on the 2002 ODA suggested fee guide for Dental practitioners.

Effective April 1, 2005, this benefit will be based on an automatic two-year lag in the application of the current ODA suggested fee guide.

Level I - Basic Services

Effective July 1, 1998, basic services with nine (9) month recall.

Level II - Supplementary Basic Services

Effective October 1, 1987, Periodontal Surgical Procedures.

Effective October 1, 1988, Denture Relines, Rebases and Repairs.

Level III - Major Restorative Services (Prosthodontics)

Effective April 1, 2003, subject to fifty per cent (50%) co-insurance with an annual maximum benefit of twenty-five hundred dollars (\$2,500) per insured.

Level IV - Orthodontic Services

Effective April 1, 2003, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of twenty-five hundred dollars (\$2,500) per insured.

- (f) Employees will be eligible for items (a), (b), (c), (d), and (e) after three (3) consecutive months of service.
- (g) **Long Term Disability** - The Corporation agrees to provide a Long Term Disability Plan for all eligible employees. This plan is subject to all the conditions as agreed by Local #251 CUPE and approved by City Council on February 4, 1974. Benefits begin on the expiration of sick leave or one hundred and eighty (180) days whichever is the longer.

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

- (h) The Corporation agrees to assume one hundred per cent (100%) of the premium cost of employee benefits for eligible employees:

OHIP	Semi-Private Ward Coverage
Extended Health Care	Group Life Insurance
Long Term Disability	Dental Plan

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

ARTICLE 9 – BENEFITS FOR REGULAR EMPLOYEES (continued)

- 9.01** (j) Each employee shall report any changes in marital status or increase or decrease in dependants without delay, and if failure to report any such changes results in any overpayment of premiums by the Corporation, the employee shall reimburse the Corporation in the amount of such overpayment.
- (k) Upon the death of a regular full-time employee, benefit coverage for the employee's spouse and/or dependents terminates at the end of the twelfth month following the month in which death of the employee occurs.
- (l) Employee Assistance Program (EAP), for regular full-time employees, with premium cost sharing at sixty per cent (60%) Corporation and forty per cent (40%) employee, by payroll deduction.

9.02 Sick Leave

- (a) (i) For the period from January 1, 1957, to April 30, 1993, the rate of accumulation of sick leave for regular full-time employees was one and one-half (1½) days for each full month of employment.
- (ii) Commencing May 1, 1993, the rate of accumulation of sick leave for regular full-time employees is one and one-quarter (1¼) days for each full month of employment.
- (b) Employees are not entitled to draw sick leave pay until they have accumulated three (3) months service with the Corporation.
- (c) An employee absent due to illness shall notify or cause to be notified, the supervisor or designate at the earliest possible opportunity and in any event within the first two (2) hours of absence subject to the following. No employee will lose entitlement for sick pay nor be subject to disciplinary action for failure to comply with the above where there are legitimate and reasonable circumstances which delay notification.
- (d) An employee who is absent from work for more than three (3) consecutive working days shall provide his/her immediate supervisor with a certificate from a physician within seven (7) days from the commencement of his/her sickness or upon return to work, whichever occurs first, reporting the duration or probable duration of the sickness with the first and most recent dates of attendance upon the employee, and the expected date of return to work.
- Should the employee be unable to return to work on the date designated a similar certificate shall be supplied prior to the expected date of return indicated on the most recent certificate.
- (e) An employee making frequent use of his/her sick leave credits through short term absences may, at the discretion of the Department Head, be given notice in writing, with a copy to the Recording Secretary of the Union, that in future he/she may be required to produce a physician's statement to substantiate any period of absence.
- (f) Any employee who has been absent from work in excess of thirty (30) working days due to medical reasons, may, prior to returning to work, be required to provide the Corporation with a medical certificate certifying that he/she is capable of performing his/her duties.

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

- (g) Where an employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he/she shall not receive sick pay credit for the month in which he/she was so absent.
- (h) An employee shall not be entitled to sick pay in advance of any credit he/she may earn in the current month; such credit becomes available only on and after the first day of the following month.
- (i) Whenever in any month an employee's days of illness exceed his/her cumulative sick pay credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be regarded as days of illness without pay.
- (j) When an employee is given leave of absence without pay under Articles 8.01, 8.03 and 8.04, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, etc., he/she shall not receive credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave.
- (k) The number of days or parts of days for which an employee received "sick pay" shall be deducted from his/her cumulative sick pay credit.
- (l) Any or all of the unused portion of sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days and parts of days.
- (m) It is understood that sick leave pay is not applicable where leave of absence is granted under Article 8.04.
- (n) An employee shall not receive sick pay when eligible to receive compensation under the Workplace Safety and Insurance Act, due to injury sustained while on the payroll of someone other than the Corporation.
- (o) Where an employee who is injured in circumstances in which he/she might be entitled to compensation under the Workplace Safety and Insurance Act, elects instead to claim against the third person, he/she shall, as a condition of receiving sick pay benefits as hereinbefore provided, undertake in writing to reimburse the Corporation out of the proceeds of any settlement or judgement upon such claim the amount of money equivalent to the value of such sick pay benefits, and upon his/her having made such reimbursement, his/her accumulated sick pay credits shall be restored accordingly.
- (p) An employee who is injured on duty where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, while off work, be advanced by the Corporation to the extent of available sick leave credits an amount equal to an estimate of the anticipated WSIB daily benefit to which the employee may be entitled, until such time as a ruling has been made by the Board upon the employee's claim. If the Board rules against the claim, the accumulated sick leave credits of the employee shall be reduced accordingly.

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

9.02 Sick Leave *(continued)*

- (q) A full-time employee who is absent by reason of incapacity caused by an accident occurring while on duty and who is granted temporary total disability benefits from the Workplace Safety and Insurance Board may elect to receive the difference between the amount of such award and the employee’s basic daily wage, to the extent of accumulated sick leave credits. The dollar cost of the difference shall be converted to sick credit days. The calculation shall use standard rounding and sick credits debited to the nearest one-sixteenth (1/16th) of a day. The difference between the award and the employee’s basic daily wage shall be calculated so that the employee’s net (take-home) pay matches but does not exceed the employee’s normal net (take-home) pay. Such payment will be authorized and continue except where:
- (1) the employee has not formally elected to claim compensation in cases where a third party is involved;
 - (2) the Workplace Safety and Insurance Board ceases to authorize payment of temporary total disability benefits;
 - (3) the employee is fit to return to work;
 - (4) the Workplace Safety and Insurance Board awards a permanent total or permanent partial disability benefit;
 - (5) employment terminates; or
 - (6) the employee reaches normal retirement age under the pension plan.
- (r) Effective March 31, 1992, sick leave credit gratuity upon termination applies only to employees who attained regular full-time status in the bargaining unit prior to April 1, 1992.

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

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

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

- (a) All regular employees shall, as a condition of employment, become members of the OMERS plan. Contributions will be made in accordance with the terms of the plan, and payment and retirement will be subject to the provisions of the OMERS Act.
- (b) The Corporation agrees to enter into a Partial, Type I (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement Board effective January 1, 1986. This plan will increase the basic OMERS Pension Plan for past service with the Corporation prior to January 1, 1978, integrated with the Canada Pension Plan. The Corporation agrees to contribute one hundred per cent (100%) of the cost.
- (c)
 - (i) Temporary employees per Article 6.06 and part-time employees per Article 24 will be eligible to join the OMERS basic plan as Other-Than-Continuous Full-Time (OTCFT) employees in accordance with the Ontario Pension Benefits Act, 1987 and the OMERS Act and Regulations.
 - (ii) Once an OTCFT employee elects to join OMERS, membership cannot be terminated so long as the member remains employed by the Corporation. An employee who initially waives membership may enroll at some future date, subject to requalification.

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

9.05 Benefits for Retired Employees**(a) Medical Benefits**

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

Ontario Health Insurance Plan (OHIP) to age 65 (if applicable)

Extended Health Care (EHC)

(including Semi-private Hospital, Major Medical, Drugs, and Vision Care, subject to an overall maximum of \$10,000 every three (3) consecutive years. Effective January 1, 2002, an overall maximum of \$12,500 every three (3) consecutive years.)

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

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

For “eligible” employees who are retiring, the Corporation will pay one hundred per cent (100%) of the cost of the billed premium.

(1) The “eligible” retired employee must be in receipt of either:

- (i) an unreduced retirement pension from OMERS and have completed twenty-five (25) years of continuous regular full-time service with the Corporation at the time of retirement, or
- (ii) a reduced retirement pension from OMERS and have completed thirty (30) years of such service with the Corporation.

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

- (2) The retired employee continues to retain his/her principal residence in the Province of Ontario and provides the Corporation with a correct address at all times.
- (3) Similar benefit plans are not available to the retired employee from another employer.
- (4) The retired employee shall report any changes in marital status or number of dependants, and if benefits become available to the retired employee from another employer without delay, and shall reimburse the Corporation for the amount of any overpayment of premiums resulting from failure to report such changes.
- (5)
 - (i) Voluntary cancellations must be properly documented at the Human Resource Services Branch.
 - (ii) The Corporation, after reasonable efforts to settle overdue benefit premium accounts with the retired employee, retains the right to cancel coverages, after notification by registered mail to the last known address.
 - (iii) Cancellations are permanent and coverages cannot be reinstated subsequently.
- (6) Benefit coverage terminates at the end of the 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 expenses for reimbursement under the City’s Plan.

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

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

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

Option B: \$10,000 at early retirement

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

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

- (i) Eligible retired employees who elect either Option A or Option B will be required to pay a portion of the premium cost, monthly, in advance. The Corporation will share, on a 50-50 basis, the cost of the billed premium up to age sixty-five (65), at which time coverage will reduce to \$4,000 without further cost to the retired employee.
- (ii) Eligible retired employees who elect Option C immediately at retirement will be provided with \$4,000 coverage without cost to the retired employee.
- (iii) The provisions of Article 9.05 (a) sub-sections 1), 5), 7) and 8) apply to Article 9.05 (b).

For employees retiring prior to September 1, 1986, at age sixty-five (65) coverage is fifteen hundred dollars (\$1,500) and the retiree pays the premium to maintain coverage.

For employees retiring on or after September 1, 1986 but prior to January 1, 1989, at age sixty-five (65) coverage is three thousand dollars (\$3,000) and the retiree pays the premium to maintain coverage.

ARTICLE 10 – ANNUAL VACATION

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

- (a) In the first calendar year - One (1) day per month of service, up to a maximum of ten (10) days.
- (b) After completing 1 year of service - 2 weeks and 3 days.
- (c) After completing 4 years of service - 3 weeks.
- (d) After completing 9 years of service - 3 weeks and 3 days.
- (e) After completing 10 years of service - 4 weeks.
- (f) After completing 15 years of service - 4 weeks and 3 days.
- (g) After completing 19 years of service - 5 weeks.
- (h) After completing 25 years of service - 6 weeks.

ARTICLE 10 – ANNUAL VACATION (continued)

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

10.03 (a) The service date for the purpose of this Article shall coincide with the seniority date as calculated in Article 6.03. The original start date for regular full-time employees of the City transferring into the bargaining unit from another employee group will be used for the purpose of calculating vacation entitlement.

(b) Leave of Absence in excess of ninety (90) calendar days will reduce the vacation entitlement on a pro rata basis.

(c) Where an employee is absent from work for more than eight (8) continuous months as a result of illness or injury, his/her annual vacation entitlement as defined in Article 10.01 shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of eight (8) months.

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

Entitlement %	Vacation Pav
2 weeks or less	4.0
2 weeks and 3 days	5.2
3 weeks	6.0
3 weeks and 3 days	7.2
4 weeks	8.0
4 weeks and 3 days	9.2
5 weeks	10.0

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

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

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

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

(b) That he/she substantiates his/her illness or accident by a medical certificate. The Corporation may, through the services of a designated physician verify the aforementioned certificate and/or require the returning employee to be re-examined.

ARTICLE 10 – ANNUAL VACATION (continued)

10.07 (c) Subject to points (a) and (b) being carried out to the Corporation's satisfaction, the employee may then substitute any unused sick leave credits for the vacation period during which time he/she was sick or injured.

10.08 Bereavement When on Vacation

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

ARTICLE 11 – PAID HOLIDAYS

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

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

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

11.02 When any of the above-named holidays falls on a Saturday or Sunday, the holiday shall be moved to the nearest working day not previously recognized as a holiday with pay or to such other day as may be mutually agreed upon by the parties. It is understood that any premium payable for working on a paid holiday shall not apply to such Saturday or Sunday.

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

11.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his/her regular straight time rate of pay.

11.05 In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence satisfactory to the Corporation.

11.06 An employee who is required to work on a day so designated as a paid holiday shall be paid at the rate of time and one-half for the time so worked, and in addition, shall be paid for a full day at his/her regular rate of pay, where applicable.

11.07 All employees assigned to operations other than the normal Monday to Friday day shifts, as spelled out in Article 16.02, 16.03, 16.04 and 16.09, may be required to work on paid holidays and on weekends as part of their regular scheduled shifts and as such shall not be subject to the provisions of Article 11.02.

ARTICLE 11 – PAID HOLIDAYS (continued)

- 11.08** If a paid holiday occurs on a day off for any employee, the employee shall receive straight time pay, as calculated in Article 11.04 or subject to the efficient operation of the Department, and mutual agreement between the employee and employer, another day off in lieu of such paid holiday.
- 11.09** An employee shall not be eligible for paid holiday pay if he/she fails to work on the holiday after having been scheduled to do so, except in cases of excused absence satisfactory to the Corporation and arranged before commencement of the shift.

ARTICLE 12 – BREAK PERIODS

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

ARTICLE 13 – WAGE RATES AND CLASSIFICATIONS

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

- 13.02** The Job Evaluation System (adopted by both Parties in 1973 and subsequently amended and dated 1996 04 04) will be employed to determine the appropriate classification and salary level of positions hereafter evaluated. Because of the need to simplify the job classification structure, it is recognized that the parties may, by mutual consent, modify any aspect of the job evaluation system that has been agreed to in order to bring about improvements in the implementation and maintenance of the system.

All revised or new job information questionnaires shall be classified by the Evaluation Committee in accordance with the Job Evaluation System. Minor changes to job information questionnaires such as identification details, name of Department, Branch or Division reporting structure, qualifications other than education or changes made necessary for consistency with other job information questionnaires, will not require review and/or evaluation.

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

- 13.03** Whenever the Corporation proposes to reclassify or revise any of the positions in Schedule "A" to this Agreement or to establish a position of a nature not already classified in this Agreement; or to declare redundant any of the said positions and thereby transfer any of the functions of the redundant position to other positions within the bargaining unit; the foregoing shall be done in accordance with the Job Evaluation Procedures as set out in Article 14 of this Agreement.
- 13.04** Employees in Salary Levels 1 and 2 shall receive the job rate or maximum for their job category and level within six (6) months, with increments at three (3) months and six (6) months from entering the job category and level.

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

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

- 13.04** Employees in Salary Levels 13,14, 15 and 16 shall receive the job rate or maximum for their job category and level within twenty-four (24) months, with increments at six (6) months, twelve (12) months and twenty-four (24) months from entering the job category and level.

An employee progressing through the salary scale to maximum rate must be actively employed for the full period to reach the next increment. Paid absence, unpaid leave of absence of less than one (1) month and unpaid leave of absence under Article 8.02 will count as service for purposes of entitlement to incremental increases.

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

- 13.06** When an employee is required to substitute in a higher paying position, the employee shall be paid in accordance with corporate policy.

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

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

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

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

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

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

ARTICLE 14 – JOINT JOB EVALUATION COMMITTEE

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

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

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

The Union agrees that temporary and part-time positions shall not be evaluated under the Job Evaluation System except for the purposes of Pay Equity Legislation. Wherever possible, the Corporation agrees to utilize the position titles listed in Schedule "A" and, in any event, agrees to pay temporary and part-time employees at least the minimum rate as calculated from Schedule "B". In consideration of this, the Union undertakes that no policy grievances will be submitted with respect to Article 6.06 (b).

Job Evaluation Procedures

14.02 Corporation Initiated

- (a) The Corporation shall prepare the Job Information Questionnaire (JIQ).
- (b) Where there is an incumbent in the job he/she shall have the opportunity to review and comment on the JIQ.
- (c) The JIQ shall be forwarded by the Director of Human Resource Services to the JJEC.
- (d) Where the position is vacant, the Corporation may assign a temporary evaluation and salary level for the job and so notify the JJEC. The position shall be filled in accordance with Article 7.
- (e) Within sixty (60) calendar days after receipt of the JIQ, the JJEC shall meet to review and, where change has occurred or is proposed, evaluate the JIQ and:
 - (I) Where there is an incumbent:
 - (i) and agreement is reached on the evaluation of the JIQ, the result shall be effective on the first Monday of the pay period following the date the JIQ was submitted to, deemed complete, and, as such, accepted by the manager for review; or
 - (ii) and no agreement is reached on the evaluation of the JIQ, the Corporation may implement its evaluation. The Union may submit a job evaluation grievance.

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

- (e) (2) Where the position is vacant:
 - (i) and agreement is reached on the evaluation of the JIQ, the results shall be implemented retroactive to the date the position was occupied; or,
 - (ii) and no agreement is reached on the evaluation of the JIQ, the Union may submit a job evaluation grievance.
 - (iii) Should the evaluation result in the placement of the position in a different salary level, then the original posting shall be cancelled and the position will be reposted.

14.03 Employee Initiated Union Job Evaluation

- (a) An employee, having occupied his/her position for a minimum of six (6) months since the date of last review, who feels there has been a material change in the duties or responsibilities of his/her position calling for a re-evaluation thereof, shall contact his/her Steward or a member of the Union Executive and obtain a JIQ.
- (b) The employee and his/her manager shall complete the JIQ and shall forward it to the Union members of the JJEC.
- (c) If the Union members of the JJEC agree that the job should be reviewed, a copy of the JIQ shall be forwarded to the Corporation members of the JJEC.
- (d) Within sixty (60) calendar days after receipt of the JIQ by the Corporation, the JJEC shall meet to review and/or evaluate the JIQ.
- (e) Salary increases resulting from the evaluation shall be effective on the first Monday of the pay period following the date the JIQ was submitted to, deemed complete, and, as such, accepted by the manager for review.
- (f) If no agreement is reached on the evaluation of the JIQ, the Union may submit a grievance in accordance with Article 5.03.

14.04 Integration of Job Evaluation Results with Schedule "A"

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

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

14.05 Redundant Job Descriptions

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

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

ARTICLE 15 – PAY PROCEDURES

- 15.01** Employees shall be paid bi-weekly by direct payroll deposit.
- 15.02** Shift premium, overtime, or holiday pay, or any of them, will not be pyramided or duplicated for the same hours under any conditions of this Agreement.

ARTICLE 16 – HOURS OF WORK**16.01 General**

- (a) The following shall be considered the hours of work to be paid for at the rates shown in Schedule "B" as provided for in Article 13.
- (b) The Corporation's work week shall commence at 12:01 A.M. Sunday and end at 11:59 P.M. the following Saturday.
- (c) No 7¼ hour shift will be spread over a period longer than 8½ hours. No 8 hour shift will be spread over a period longer than 9 hours.
- (d) The Corporation agrees to provide prior notice to the Local when it intends to fill any vacant regular 40 hour per week position on a 36¼ hour per week basis.
- (e) Persons employed for a term of one (1) week or less to conduct field surveys of traffic and parking facilities shall not be subject to the hours of work and overtime provisions of the Collective Agreement.

16.02 Flexible Work Hours

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

Each arrangement will take into account the following:

- (a) Customer service and departmental efficiency;
- (b) It will apply to employees governed by Article 16.03 and 16.04;
- (c) It will provide mechanisms to meet both employee preferences and Corporate needs. Such mechanisms might include:
 - (1) core hours with flexible start/finish times;
 - (2) variable length lunch hours;
 - (3) extended hours of operation;
 - (4) requirements for the presence of certain skills at certain times;
 - (5) the banking of time by employees for a part day off;
 - (6) maintenance of the integrity of standard bi-weekly hours;
 - (7) revised time keeping practices;
 - (8) reductions in overtime; etc.
- (d) Each flextime arrangement will be by organizational group where management and the majority of regular full-time employees agree to its conduct;
- (e) If mutual agreement between an employee and manager is not achieved, the provisions of hours in Article 16.03 or 16.04 will apply;
- (f) Service coverage must be provided by the organizational group throughout the hours of work provided for in Article 16.03 or 16.04;

ARTICLE 16 – HOURS OF WORK (continued)**16.02 Flexible Work Hours (continued)**

- (g) Subject to discussion with the other party, either party may terminate the flextime arrangement, with thirty (30) days notice, at any time; and
- (h) The Union accepts that the operational needs of departments vary and that each arrangement of hours of work must be considered in light of those needs.

16.03 36¼ hours a week

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

Normal hours: Monday through Friday - 8:30 A.M. to 4:30 P.M., with forty-five (45) minutes for lunch.

16.04 40 hours a week

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

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

or

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

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

16.05 Department of Development Services – Construction Section – Survey

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

16.06 Department of Operational Services - Parking Operations Field Staff

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

16.07 Department of Operational Services (Recreation and Culture Services Branch and Parks & Facilities Maintenance Branch other than Farewell Avenue Headquarters)

- (a) Schedules shall be prepared on a bi-weekly basis and may be altered with regard to the efficient operation and program requirements of the Department and/or Branch by mutual agreement between the employee and the Department Head.
- (b) Day, afternoon and evening shifts shall be as scheduled within the Corporation's work week.

ARTICLE 16 – HOURS OF WORK *(continued)*

- 16.07** (c) For the purpose of overtime payment, the first day of an employee's scheduled two days off shall be deemed as the Saturday and the second day as the Sunday.
- (d) The normal work day for personnel working a 36¼ hour week shall consist of 7¼ hours per day, with up to one and one-quarter (1¼) hours off for lunch.
- (e) The normal work day for personnel working a 40 hour week shall consist of eight (8) hours per day, with up to one (1) hour off for lunch.

16.08 Senior Citizens' Centre

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

**16.09 Department of Operational Services
(Public Works Maintenance Services Branch - Ritson Road Depot and
Parks & Facilities Maintenance Services Branch - Farewell Avenue Headquarters)**

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

**16.10 Department of Corporate Services
(Information Technology Services Branch - Computer Operations Section)**

The hours of work shall be as scheduled from time to time, to accommodate the operational requirements of the Section, between the hours of 6:00 A.M. and 12:00 midnight, totalling 7¼ hours per day and 36¼ hours per week. The duration of the lunch period will be flexible but in no case less than ¾ hour.

**16.11 Office of the City Manager
(Economic Development)**

The hours of work shall be as scheduled from time to time to accommodate the operational requirements of the Department, between the hours of 7:00 A.M. and 10:00 P.M., totalling seven and one quarter (7¼) hours per day and thirty-six and one quarter (36¼) hours per week. The duration of the lunch period will be flexible with a duration up to one and one quarter (1¼) hours, but no less than three quarters (¾) of an hour.

**16.12 Department of Corporate Services
(City Clerk's Services Branch – Parking By-law Enforcement Staff)**

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

ARTICLE 17 – OVERTIME

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

No payment shall be made for overtime hours worked by an employee who elects to take time off in lieu of overtime worked, but such overtime will be accumulated at the appropriate overtime rate. The accumulated overtime hours shall be taken as time off with pay during the non-construction season which is generally the winter months. The time off periods shall be as mutually agreed between the employee and the Department Head or his/her delegate.

No accumulation of overtime hours shall be carried beyond May 1 of any year. If, because of work load or project scheduling requirements, the Department is unable to permit an employee to take sufficient time off to equal the accumulated overtime hours, payment for any accumulation of overtime hours remaining to an employee's credit at the time of revocation or at May 1 (at which time all outstanding hours will be paid) will be paid as soon as possible after those times and will be at the rate of pay in effect during which the hours were worked. Any hours used for time off will be considered to have been taken off in the same sequence as worked (i.e. "first-in, first-out" basis).

An employee with the approval of the Department Head or his/her delegate may elect to use accumulated time off in lieu of overtime to maintain the wage of a 40 hour week rate when assigned to areas with the 36¼ hour week.

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

No payment shall be made for overtime hours worked by an employee who elects to take time off in lieu of overtime worked, but such overtime will be accumulated at the appropriate overtime rate. The accumulated overtime hours shall be taken as time off with pay as mutually agreed between the employee and the Department Head or his/her delegate. No accumulation of overtime hours shall be carried beyond six (6) months. If, because of work load or scheduling requirements, the Department is unable to permit an employee to take sufficient time off to equal the accumulated overtime hours, payment for any accumulation of overtime hours remaining to an employee's credit past the six (6) months will be paid as soon as possible and will be at the rate of pay in effect during which the hours were worked. Any hours used for time off will be considered to have been taken off in the same sequence as worked (i.e. "first-in, first-out" basis).

ARTICLE 18 – SHIFT PREMIUM

18.01 Shift premium will be paid to all regular full-time employees working on regularly scheduled rotating shifts for all hours worked if more than fifty per cent (50%) of the hours of the shift fall between 4:00 P.M. and 8:00 A.M. Shift premium will be eighty cents (80¢) per hour. Shift premium will be eighty-five cents (85¢) per hour effective January 1, 2005. Effective April 1, 2006, shift premium will be ninety (90¢) per hour.

ARTICLE 19 – CALL-OUT

- 19.01** Employees shall be paid a minimum of three (3) hours, at overtime rates for each call-out.
- 19.02** Additional or successive call-outs commencing and concluding within the three (3) hour period shall be regarded as part of the original call-out.
- 19.03** Continuous extension of a call-out beyond the three (3) hour period shall be paid for at overtime rates for the actual time worked.
- 19.04** Subsequent call-outs arising after the conclusion of a previous (or extended, if applicable), operation and after the employees shall have reached home shall be deemed to be a new call-out and be treated as set out in 19.01, 19.02 and 19.03 above.

ARTICLE 20 – SERVICE BONUS

- 20.01** A cash bonus will be paid on the pay day closest to December 10th each year to employees with long service. The service date for the purpose of this Article shall coincide with the seniority date as calculated in Article 6.03.
- 20.02** The schedule on which the service bonus will be paid is as follows:
- | | | |
|---|---|----------------|
| After 10, 11, 12, 13, 14 years of service | - | \$104 annually |
| After 15, 16, 17, 18, 19 years of service | - | \$156 annually |
| After 20, 21, 22, 23, 24 years of service | - | \$208 annually |
| After 25 years or more of service | - | \$260 annually |
- 20.03** On severance or retirement an employee who is entitled to long service pay shall be paid on a pro rata basis calculated from January 1 of the current year to the date of termination.
- 20.04** This article does not apply to employees hired on or after November 1, 1985.
- 20.05** Employees who are included in the Partial, Type 1 (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement System Board will forfeit their service bonus annually to the extent of their individual gross supplementary pension liability at the valuation date of January 1, 1986.

ARTICLE 21 – JOB SECURITY

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

ARTICLE 22 – STRIKES AND LOCKOUTS

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

ARTICLE 23 – GENERAL

- 23.01** The Corporation agrees to maintain Errors and Omissions Insurance, subject to the terms and conditions of any governing master policy or statutory requirement. It is understood that such Errors and Omissions Insurance may, by mutual agreement, be amended should changes to the Municipal Act preclude the need for such coverage.
- 23.02** All employees using their personal vehicle for authorized Corporation business, will be reimbursed the mileage rate in accordance with the City's policy. It is understood that Construction Inspectors who are eligible under Plan 3 of the City Car Allowance Policy, will be reimbursed at the rate for Plan 2 for any occasional vehicle use, not related to Construction Inspection duties, during the off season. The reimbursement rate is in accordance with the City's policy.
- 23.03** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, wherever the context so requires.
- 23.04** **Personnel Files**

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

ARTICLE 24 – PART-TIME EMPLOYEES

- 24.01** Part-time employee shall mean a person in the employ of the Corporation and who is designated as a part-time employee. Part-time employees shall be subject to the provisions of the Collective Agreement with the exception of Articles 6.01, 6.03 through 6.06, 7, 8.01 through 8.03, 8.07 through 8.10, 9, 10, 11.02 through 11.09, 14, 16, 17, 18, 20 and 21. Leave of absences under 8.05 and 8.06 shall apply provided the part-time employee is scheduled to work. The following will also apply to part-time employees.
- 24.02** Owing to the inherent nature of part-time employment and in the absence of a defined work schedule for part-time employees, it is expressly agreed that the scheduling or non-scheduling of work for any part-time employee shall be the sole prerogative of the Corporation.
- 24.03** Part-time employees shall be required to serve a probationary period of nine hundred and forty-five (945) hours of work from the time of hire. During the probationary period of employment, part-time employees shall not have recourse to grievance or arbitration as a result of disciplinary action or termination of employment.
- 24.04** Part-time employees shall be paid according to the number of hours worked each day
- 24.05** Regular part-time employees will be eligible for salary progression as specified in Article 13.04, based on hours of work in the position title. For the purpose of this Article 471 hours of work shall be regarded as 3 months; 945 hours of work as 6 months, 1,413 hours of work as 9 months and 1885 hours of work as 12 months.
- 24.06** Part-time employees shall be paid at one and one-half (1½) times the calculated hourly rate for all hours worked in excess of the normal work day (7% or 8 as the case may be) and/or week (36% or 40 as the case may be).
- 24.07** Part-time employees will be eligible for the Paid Holidays listed in Article 11.01, calculated according to the provisions of the Employment Standards Act. Part-time employees shall receive vacation pay in accordance with the Employment Standards Act.

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

ARTICLE 25 – SEASONAL TRANSFERS

- 25.01** The following will govern temporary seasonal transfers of employees initiated by the Corporation as a means of meeting peak workloads. Employees transferred under this Article after November 14, 1991, will have previous service in the same transfer position recognized for the purposes of 25.06.
- 25.02** Where the Corporation identifies a temporary, seasonal, peak workload it may initiate a temporary, seasonal, transfer of staff. Once such an assignment is initiated by the Corporation the terms of this Article will apply.

ARTICLE 25 – SEASONAL TRANSFERS (continued)

- 25.03** Employees so assigned are recognized as having a “home” position which is defined as the last position acquired by the employee through the hiring or posting process. During the period of such assignment the hours of work and overtime provisions associated with the “transfer” position will apply subject to 25.05 below.
- 25.04** When such assignment results in the employee moving to a position evaluated in a lower salary level than that of the “home” position, no hourly rate adjustment will occur.
- 25.05** An employee whose normal work week is 40 hours per week will suffer no loss in normal weekly hours of work as a result of such transfer.
- 25.06** When such assignment results in the employee moving to a position evaluated in a higher salary level, the employee will be paid in the salary level for the “transfer” position at the lowest rate in that salary level that will provide a minimum increase of \$10 bi-weekly. Should the employee qualify for and be transferred to the Senior Construction Inspector position where previous transfers had been to the Construction Inspector position, he/she will be paid at the lowest rate in the salary level that will provide a minimum increase of \$10 bi-weekly from the rate previously earned at the Construction Inspector level. Salary progression in the “transfer” position will be counted separately and service for progression will continue to accumulate each time the employee is assigned to the same “transfer” position.
- 25.07** Sick leave for any time off up to three (3) consecutive working days, paid holidays and paid leave of absence will be paid at the salary in effect at the time. If an illness exceeds three (3) consecutive working days, then all time for that illness will be paid on the basis of the “home” position.
- 25.08** Vacation pay will be calculated based on the number of days actually worked in the “home” and “transfer” positions. The resulting adjustment will be made annually.
- 25.09** For all other purposes such as job evaluation, layoff and calculation of all salary related matters the employee will at all times be considered on the basis of the “home” position. Salary progression will continue uninterrupted for the “home” position.

ARTICLE 26 – TERMINATION AND AMENDMENT

- 26.01** This Agreement shall be binding and remain in effect from the 1st day of April 2004, until the 31st day of March 2007, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing within the period of ninety (90) days prior to the expiry date of this Agreement that it desires termination or amendment.
- 26.02** Within forty-five (45) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

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

Dated at Oshawa, Ontario, this the 21st day of March 2005.

<p>(Seal of the Corporation of the City of Oshawa)</p> <p><u>Cathy Boyd</u> Director of Human Resource Services</p> <p><u>Brenda Jeffs</u> Chairman of Negotiating Committee</p>	<p>The Corporation of the City of Oshawa</p> <p>per <u>[Signature]</u> Mayor</p> <p>per <u>[Signature]</u> City Clerk</p> <p>The Canadian Union of Public Employees and its Local Number 251</p> <p>per <u>[Signature]</u> President</p> <p>per <u>[Signature]</u> Recording Secretary</p> <p>per <u>[Signature]</u> CUPE Representative</p>
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LETTER OF UNDERSTANDING

between

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

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #251
hereinafter called "*the Union*"

1. The parties agree that a review of all the bandings within the JE system must be undertaken. To accomplish this, the parties agree to the following:
 - (a) To examine changes to the bands and related salary grid in Schedule "B" and the Job Evaluation Manual in the Collective Agreement.
 - (b) A maximum of four **(4)** representatives from each party conduct the review by June 30, 2005.
 - (c) Should the parties be unable to reach an agreement on appropriate bands and salary grid, the matter shall be referred to a mutually agreed upon arbitrator. Cost of the arbitrator to be shared equally between the parties.
 - (d) The parties agree to co-author a report to Council, outlining the project implications, and proposed implementation and funding strategy.
 - (e) The parties acknowledge that this does not bind the parties in any way with regards to implementation.

2. The parties have agreed that within the context of fiscal uncertainty, the desirability of employment security, and potential structural change in the delivery of municipal services, they will explore opportunities to respond effectively to those changes in mutually beneficial ways, some of which may require amendment to the Collective Agreement. In recognition of this, the following is agreed:
 - (a) Neither party shall be prejudiced nor raise issues of estoppel based on a failure to table any matter in this negotiation.
 - (b) The parties will meet at the request of either party and give priority to proposals intended to maintain or improve the Corporation's ability to deliver services efficiently while at the same time maintaining or improving the employment security of employees.
 - (c) The Corporation will provide written notice to the Union at least thirty (30) working days in advance of any proposed changes which will affect the rights of regular full-time employees or conditions of employment as currently described in the Collective Agreement. This thirty (30) working day period shall not operate so as to extend any other notice to be given under the Collective Agreement and may run concurrently with any such notice.
 - (d) Where the proposed changes in (c) above include a layoff of a regular full-time employee(s) the parties will meet no fewer than five (5) working days prior to the Corporation's intended date for posting of the notice to discuss methods of reducing the impact to employees and to consider alternatives as submitted by the Union.

3. The parties will, within six (6) months, meet to discuss the implementation of a consistent corporate policy regarding payment for and reimbursement of expenses incurred through attendance on courses or seminars approved by the Corporation.
4. The Corporation will investigate an optional employee paid group term life insurance policy through payroll deductions. If the parties agree, this would be implemented during the life of the agreement.
5. When the attendance management module of PeopleSoft HRMS is implemented, sick credits and vacation credits will be debited based on hours/partial hours.
6. The Memorandum of Agreement regarding Secondments will be amended when the new pay bands are implemented. Paragraph 6 of the agreement will reflect the new pay band that holds the majority of the positions currently in salary level 5.
7. The Corporation will provide the Local with two hundred and fifty (250) copies of the Collective Agreement.

Signed at Oshawa, Ontario, this the 21st day of March 2005.

For the Corporation	For the Union
<i>Cathy Hladik</i>	<i>Brenda Jeffs</i>
<i>Steve</i>	<i>Helen Hill</i>
<i>Jeff</i>	<i>KD</i>
	<i>Bonnie Petyah</i>
	<i>Jean Neun</i>

SCHEDULE "A"

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

OCCUPATIONAL CLASSIFICATIONS

Salary Level	Position Titles	Hours Per Week	
10	GIS Analyst	36¼	
	Graphics Design Technologist	36¼	
	Instrumentman/woman		40
	Parking Maintenance Supervisor		40
	Paralegal Clerk	36¼	
	Parks Community Programs Co-ordinator	36¼	
	Parks Operations Technician		40
	Planner "A"	36¼	
	Program Assistant "D"	36¼	
	Senior Administrative Officer "A"	36¼	
	Senior Finance Officer "A"	36¼	
	Subdivision Accounts Clerk	36¼	
	Support Analyst	36¼	
	Traffic Engineering Technician		40
	Traffic Operations Technician		40
	11	Administrative Officer "B"	36¼,
Plans Examiner "A"		36¼	
Construction Technician		36¼	
Engineering Technician "B"		36¼	
Finance Officer "B"		36¼	
Maintenance Technician "B"			40
Plumbing Inspector		36¼	
Program Co-ordinator (OSCC)		36¼	
Program Support Technician	36¼		
12	Administrative Officer "C"	36¼,	40
	Building Inspector "A"	36¼	
	Construction Inspector		40
	Design Technologist "A" (Engineering)	36¼	
	Environment and Waste Technician	36¼	
	Finance Officer "C"	36¼	
	Housing Standards Officer	36¼	
	Information Systems Analyst	36¼	
	Information Systems Technician	36¼	
	Network Administrator	36¼	
	Programmer/Analyst	36¼	
	Property Standards Officer	36¼	
	Real Estate Analyst	36¼	
	Senior Buyer	36¼	
Zoning Inspector	36¼		

SCHEDULE "A"

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

OCCUPATIONAL CLASSIFICATIONS

Salary Level	Position Titles	Hours Per Week
13	Administrative Officer "D"	36¼
	Assessment Review Officer	36¼
	Building Inspector "B"	36¼
	Design Technologist "B" (Engineering)	36¼
	Development Engineering Project Co-ordinator	36¼
	Engineering Technologist	36¼
	Plans Examiner "B"	36¼
	Finance Officer "D"	36¼
	Materials Inspector	40
	Parking By-law Enforcement Supervisor	36¼
	Party Chief	40
	Planner "B"	36¼
	Program Supervisor (Recreation & Culture Services)	36¼
	Recreation Strategy Co-ordinator	36¼
	Senior Development Engineering Technician	36¼
	Senior Engineering Technician	36¼
	Senior Transportation Technician	40
	Supervisor, Concessions & Business Operations	40
Technical Services Supervisor	36¼	
Web Master	36¼	
14	Accessibility Program Co-ordinator	36¼
	Budget Analysis & Control Officer	36¼
	Development Engineering Supervisor	36¼
	Estimating & Engineering Systems Supervisor	36¼
	Finance Officer "E"	36¼
	Financial Analyst	36¼
	Financial Services Analyst	36¼
	OMIS Supervisor	36¼
	Parks Development Co-ordinator	36¼
	Senior Construction Inspector	40
	Senior Design Technologist	36¼
	Senior Party Chief	40
	Senior Planner	36¼
	Senior Plumbing Inspector	36¼
Senior Zoning Inspector	36¼	
15	Business Analyst	36¼
	Chief Materials Inspector	40
	Purchasing Supervisor/Analyst	36¼
	Landscape Architect	36¼
16	Project Supervisor	40

SCHEDULE "B"

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

Wage Rates Effective April 1, 2004

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$14.53	\$1,053.43	\$27,389	\$1,162.40	\$30,222
	3 Months	\$16.24	\$1,177.40	\$30,612	\$1,299.20	\$33,779
	6 Months	\$17.11	\$1,240.48	\$32,252	\$1,368.80	\$35,589
2	Start	\$15.18	\$1,100.55	\$28,614	\$1,214.40	\$31,574
	3 Months	\$16.97	\$1,230.33	\$31,988	\$1,357.60	\$35,298
	6 Months	\$17.87	\$1,295.58	\$33,685	\$1,429.60	\$37,170
3	Start	\$15.79	\$1,144.78	\$29,764	\$1,263.20	\$32,843
	3 Months	\$17.65	\$1,279.63	\$33,270	\$1,412.00	\$36,712
	12 Months	\$18.59	\$1,347.78	\$35,042	\$1,487.20	\$38,667
4	Start	\$17.41	\$1,262.23	\$32,818	\$1,392.80	\$36,213
	3 Months	\$18.39	\$1,333.28	\$34,665	\$1,471.20	\$38,251
	12 Months	\$19.36	\$1,403.60	\$36,494	\$1,548.80	\$40,269
5	Start	\$18.17	\$1,317.33	\$34,250	\$1,453.60	\$37,794
	3 Months	\$19.18	\$1,390.55	\$36,154	\$1,534.40	\$39,894
	12 Months	\$20.18	\$1,463.05	\$38,039	\$1,614.40	\$41,974
6	Start	\$19.01	\$1,378.23	\$35,834	\$1,520.80	\$39,541
	3 Months	\$20.06	\$1,454.35	\$37,813	\$1,604.80	\$41,725
	12 Months	\$21.13	\$1,531.93	\$39,830	\$1,690.40	\$43,950
7	Start	\$19.92	\$1,444.20	\$37,549	\$1,593.60	\$41,434
	3 Months	\$21.03	\$1,524.68	\$39,642	\$1,682.40	\$43,742
	12 Months	\$22.13	\$1,604.43	\$41,715	\$1,770.40	\$46,030
8	Start	\$20.92	\$1,516.70	\$39,434	\$1,673.60	\$43,514
	3 Months	\$22.07	\$1,600.08	\$41,602	\$1,765.60	\$45,906
	12 Months	\$23.23	\$1,684.18	\$43,789	\$1,858.40	\$48,318
9	Start	\$21.70	\$1,573.25	\$40,905	\$1,736.00	\$45,136
	3 Months	\$22.90	\$1,660.25	\$43,167	\$1,832.00	\$47,632
	12 Months	\$24.11	\$1,747.98	\$45,447	\$1,928.80	\$50,149
10	Start	\$22.73	\$1,647.93	\$42,846	\$1,818.40	\$47,278
	3 Months	\$23.99	\$1,739.28	\$45,221	\$1,919.20	\$49,899
	12 Months	\$25.25	\$1,830.63	\$47,596	\$2,020.00	\$52,520
11	Start	\$23.93	\$1,734.93	\$45,108	\$1,914.40	\$49,774
	3 Months	\$25.26	\$1,831.35	\$47,615	\$2,020.80	\$52,541
	12 Months	\$26.59	\$1,927.78	\$50,122	\$2,127.20	\$55,307
12	Start	\$25.19	\$1,826.28	\$47,483	\$2,015.20	\$52,395
	3 Months	\$26.59	\$1,927.78	\$50,122	\$2,127.20	\$55,307
	12 Months	\$27.99	\$2,029.28	\$52,761	\$2,239.20	\$58,219
13	Start	\$25.14	\$1,822.65	\$47,389	\$2,011.20	\$52,291
	6 Months	\$26.62	\$1,929.95	\$50,179	\$2,129.60	\$55,370
	12 Months	\$28.10	\$2,037.25	\$52,969	\$2,248.00	\$58,448
	24 Months	\$29.58	\$2,144.55	\$55,758	\$2,366.40	\$61,526
14	Start	\$26.62	\$1,929.95	\$50,179	\$2,129.60	\$55,370
	6 Months	\$28.19	\$2,043.78	\$53,138	\$2,255.20	\$58,635
	12 Months	\$29.75	\$2,156.88	\$56,079	\$2,380.00	\$61,880
	24 Months	\$31.32	\$2,270.70	\$59,038	\$2,505.60	\$65,146
15	Start	\$27.31	\$1,979.98	\$51,479	\$2,184.80	\$56,805
	6 Months	\$28.92	\$2,096.70	\$54,514	\$2,313.60	\$60,154
	12 Months	\$30.52	\$2,212.70	\$57,530	\$2,441.60	\$63,482
	24 Months	\$32.13	\$2,329.43	\$60,565	\$2,570.40	\$66,830
16	Start	\$28.65	\$2,077.13	\$54,005	\$2,292.00	\$59,592
	6 Months	\$30.34	\$2,199.65	\$57,191	\$2,427.20	\$63,107
	12 Months	\$32.02	\$2,321.45	\$60,358	\$2,561.60	\$66,602
	24 Months	\$33.71	\$2,443.98	\$63,543	\$2,696.80	\$70,117

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

SCHEDULE "B"

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

Wage Rates Effective April 1, 2005

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$15.04	\$1,090.40	\$28,350	\$1,203.20	\$31,283
	3 Months	\$16.81	\$1,218.73	\$31,687	\$1,344.80	\$34,965
	6 Months	\$17.71	\$1,283.98	\$33,383	\$1,416.80	\$36,837
2	Start	\$15.71	\$1,138.98	\$29,613	\$1,256.80	\$32,677
	3 Months	\$17.56	\$1,273.10	\$33,101	\$1,404.80	\$36,525
	6 Months	\$18.50	\$1,341.25	\$34,873	\$1,480.00	\$38,480
3	Start	\$16.34	\$1,184.65	\$30,801	\$1,307.20	\$33,987
	3 Months	\$18.27	\$1,324.58	\$34,439	\$1,461.60	\$38,002
	12 Months	\$19.24	\$1,394.90	\$36,267	\$1,539.20	\$40,019
4	Start	\$18.02	\$1,306.45	\$33,968	\$1,441.60	\$37,482
	3 Months	\$19.03	\$1,379.68	\$35,872	\$1,522.40	\$39,582
	12 Months	\$20.04	\$1,452.90	\$37,775	\$1,603.20	\$41,683
5	Start	\$18.81	\$1,363.73	\$35,457	\$1,504.80	\$39,125
	3 Months	\$19.85	\$1,439.13	\$37,417	\$1,588.00	\$41,288
	12 Months	\$20.89	\$1,514.53	\$39,378	\$1,671.20	\$43,451
6	Start	\$19.68	\$1,426.80	\$37,097	\$1,574.40	\$40,934
	3 Months	\$20.76	\$1,505.10	\$39,133	\$1,660.80	\$43,181
	12 Months	\$21.87	\$1,585.58	\$41,225	\$1,749.60	\$45,490
7	Start	\$20.62	\$1,494.95	\$38,869	\$1,649.60	\$42,890
	3 Months	\$21.77	\$1,578.33	\$41,036	\$1,741.60	\$45,282
	12 Months	\$22.90	\$1,660.25	\$43,167	\$1,832.00	\$47,632
8	Start	\$21.65	\$1,569.63	\$40,810	\$1,732.00	\$45,032
	3 Months	\$22.84	\$1,655.90	\$43,053	\$1,827.20	\$47,507
	12 Months	\$24.04	\$1,742.90	\$45,315	\$1,923.20	\$50,003
9	Start	\$22.46	\$1,628.35	\$42,337	\$1,796.80	\$46,717
	3 Months	\$23.70	\$1,718.25	\$44,675	\$1,896.00	\$49,296
	12 Months	\$24.95	\$1,808.88	\$47,031	\$1,996.00	\$51,896
10	Start	\$23.52	\$1,705.20	\$44,335	\$1,881.60	\$48,922
	3 Months	\$24.82	\$1,799.45	\$46,786	\$1,985.60	\$51,626
	12 Months	\$26.13	\$1,894.43	\$49,255	\$2,090.40	\$54,350
11	Start	\$24.77	\$1,795.83	\$46,691	\$1,981.60	\$51,522
	3 Months	\$26.14	\$1,895.15	\$49,274	\$2,091.20	\$54,371
	12 Months	\$27.52	\$1,995.20	\$51,875	\$2,201.60	\$57,242
12	Start	\$26.07	\$1,890.08	\$49,142	\$2,085.60	\$54,226
	3 Months	\$27.52	\$1,995.20	\$51,875	\$2,201.60	\$57,242
	12 Months	\$28.97	\$2,100.33	\$54,608	\$2,317.60	\$60,258
13	Start	\$26.03	\$1,887.18	\$49,067	\$2,082.40	\$54,142
	6Months	\$27.56	\$1,998.10	\$51,951	\$2,204.80	\$57,325
	12Months	\$29.09	\$2,109.03	\$54,835	\$2,327.20	\$60,507
	24Months	\$30.62	\$2,219.95	\$57,719	\$2,449.60	\$63,690
14	Start	\$27.56	\$1,998.10	\$51,951	\$2,204.80	\$57,325
	6Months	\$29.18	\$2,115.55	\$55,004	\$2,334.40	\$60,694
	12Months	\$30.80	\$2,233.00	\$58,058	\$2,464.00	\$64,064
	24Months	\$32.42	\$2,350.45	\$61,112	\$2,593.60	\$67,434
15	Start	\$28.26	\$2,048.85	\$53,270	\$2,260.80	\$58,781
	6Months	\$29.93	\$2,169.93	\$56,418	\$2,394.40	\$62,254
	12Months	\$31.59	\$2,290.28	\$59,547	\$2,527.20	\$65,707
	24Months	\$33.25	\$2,410.63	\$62,676	\$2,660.00	\$69,160
16	Start	\$29.66	\$2,150.35	\$55,909	\$2,372.80	\$61,693
	6Months	\$31.40	\$2,276.50	\$59,189	\$2,512.00	\$65,312
	12Months	\$33.15	\$2,403.38	\$62,488	\$2,652.00	\$68,952
	24Months	\$34.89	\$2,529.53	\$65,768	\$2,791.20	\$72,571

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

SCHEDULE "B"

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

Wage Rates Effective April 1, 2006

Salary Level		Hourly	36 1/4 Hour Week		40 Hour Week	
			Bi-Weekly	Approx. Annual	Bi-Weekly	Approx. Annual
1	Start	\$15.57	\$1,128.83	\$29,349	\$1,245.60	\$32,386
	3 Months	\$17.40	\$1,261.50	\$32,799	\$1,392.00	\$36,192
	6 Months	\$18.33	\$1,328.93	\$34,552	\$1,466.40	\$38,126
2	Start	\$16.26	\$1,178.85	\$30,650	\$1,300.80	\$33,821
	3 Months	\$18.17	\$1,317.33	\$34,250	\$1,453.60	\$37,794
	6 Months	\$19.15	\$1,388.38	\$36,098	\$1,532.00	\$39,832
3	Start	\$16.91	\$1,225.98	\$31,875	\$1,352.80	\$35,173
	3 Months	\$18.91	\$1,370.98	\$35,645	\$1,512.80	\$39,333
	12 Months	\$19.91	\$1,443.48	\$37,530	\$1,592.80	\$41,413
4	Start	\$18.65	\$1,352.13	\$35,155	\$1,492.00	\$38,792
	3 Months	\$19.70	\$1,428.25	\$37,135	\$1,576.00	\$40,976
	12 Months	\$20.74	\$1,503.65	\$39,095	\$1,659.20	\$43,139
5	Start	\$19.47	\$1,411.58	\$36,701	\$1,557.60	\$40,498
	3 Months	\$20.54	\$1,489.15	\$38,718	\$1,643.20	\$42,723
	12 Months	\$21.62	\$1,567.45	\$40,754	\$1,729.60	\$44,970
6	Start	\$20.37	\$1,476.83	\$38,397	\$1,629.60	\$42,370
	3 Months	\$21.49	\$1,558.03	\$40,509	\$1,719.20	\$44,699
	12 Months	\$22.64	\$1,641.40	\$42,676	\$1,811.20	\$47,091
7	Start	\$21.34	\$1,547.15	\$40,226	\$1,707.20	\$44,387
	3 Months	\$22.53	\$1,633.43	\$42,469	\$1,802.40	\$46,862
	12 Months	\$23.70	\$1,718.25	\$44,675	\$1,896.00	\$49,296
8	Start	\$22.41	\$1,624.73	\$42,243	\$1,792.80	\$46,613
	3 Months	\$23.64	\$1,713.90	\$44,561	\$1,891.20	\$49,171
	12 Months	\$24.88	\$1,803.80	\$46,899	\$1,990.40	\$51,750
9	Start	\$23.24	\$1,684.90	\$43,807	\$1,859.20	\$48,339
	3 Months	\$24.53	\$1,778.43	\$46,239	\$1,962.40	\$51,022
	12 Months	\$25.82	\$1,871.95	\$48,671	\$2,065.60	\$53,706
10	Start	\$24.34	\$1,764.65	\$45,881	\$1,947.20	\$50,627
	3 Months	\$25.69	\$1,862.53	\$48,426	\$2,055.20	\$53,435
	12 Months	\$27.04	\$1,960.40	\$50,970	\$2,163.20	\$56,243
11	Start	\$25.63	\$1,858.18	\$48,313	\$2,050.40	\$53,310
	3 Months	\$27.06	\$1,961.85	\$51,008	\$2,164.80	\$56,285
	12 Months	\$28.48	\$2,064.80	\$53,685	\$2,278.40	\$59,238
12	Start	\$26.98	\$1,956.05	\$50,857	\$2,158.40	\$56,118
	3 Months	\$28.48	\$2,064.80	\$53,685	\$2,278.40	\$59,238
	12 Months	\$29.98	\$2,173.55	\$56,512	\$2,398.40	\$62,358
13	Start	\$26.94	\$1,953.15	\$50,782	\$2,155.20	\$56,035
	6Months	\$28.52	\$2,067.70	\$53,760	\$2,281.60	\$59,322
	12Months	\$30.11	\$2,182.98	\$56,757	\$2,408.80	\$62,629
	24Months	\$31.69	\$2,297.53	\$59,736	\$2,535.20	\$65,915
14	Start	\$28.52	\$2,067.70	\$53,760	\$2,281.60	\$59,322
	6Months	\$30.20	\$2,189.50	\$56,927	\$2,416.00	\$62,816
	12Months	\$31.87	\$2,310.58	\$60,075	\$2,549.60	\$66,290
	24Months	\$33.55	\$2,432.38	\$63,242	\$2,684.00	\$69,784
15	Start	\$29.25	\$2,120.63	\$55,136	\$2,340.00	\$60,840
	6Months	\$30.97	\$2,245.33	\$58,378	\$2,477.60	\$64,418
	12Months	\$32.69	\$2,370.03	\$61,621	\$2,615.20	\$67,995
	24Months	\$34.41	\$2,494.73	\$64,863	\$2,752.80	\$71,573
16	Start	\$30.69	\$2,225.03	\$57,851	\$2,455.20	\$63,835
	6Months	\$32.50	\$2,356.25	\$61,263	\$2,600.00	\$67,600
	12Months	\$34.30	\$2,486.75	\$64,656	\$2,744.00	\$71,344
	24Months	\$36.11	\$2,617.98	\$68,067	\$2,888.80	\$75,109

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

MEMORANDUM OF AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL #251

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

Memorandum of Agreement
Re: Special Postings
Page 2

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

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

For the Union	For the Corporation
<i>Bernice Betty</i>	<i>Cathy Alan</i>
<i>Helen Dill</i>	<i>Don O'Leary</i>
<i>John Dill</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

MEMORANDUM OF AGREEMENT**BETWEEN**

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

AND**CUPE AND ITS LOCAL #251**

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

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

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

- 8. If an employee's "home" position has been eliminated, the affected employee will secure a position using Article 6.04, commencing with the evaluated salary level of the "home" position.
- 9. If the secondment position is made regular full-time, the regular full-time employee assigned to that position will be appointed. If the secondment position is filled with a part-time or temporary employee and is made regular full-time, the position will be posted for regular recruitment per the Collective Agreement.

Signed at Oshawa, Ontario, this the 21st day of March 2005.

For the Corporation	For the Union
Cathy Boyd	Brenda Jeff.
Steve	John G.D.
Glasby	[Signature]
	Bernie Peterson
	John New

The Job Evaluation Manual is a supplement to the Collective Agreement currently in effect between the Corporation of the City of Oshawa and the Canadian Union of Public Employees and its Local No. 251. The provisions contained in the Manual shall apply as if set forth in full in said Collective Agreement.

This Manual, and pertinent provisions contained in the Collective Agreement form the basis for the Job Evaluation System which the parties agree constitutes an agreed, gender-neutral comparison system under the Pay Equity Act.

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INTRODUCTION

The wage for any employee covered by the Job Evaluation Plan is derived from two processes- Job Evaluation and application of dollars.

Job Evaluation is the complete operation of determining the Rating for an individual job, in relation to other jobs in the bargaining unit, based on individual job demand and not performance of the incumbent. In this process, the facts portrayed in the Job Information Questionnaire (JIQ) form the basis for determining the Rating. Job Documents are mutually supportive of one another and the facts contained therein support and justify the Rating.

Application of the dollars follows. This is accomplished by transporting the Rating Classification established by Job Evaluation to the corresponding Salary Range as set out on the Salary Schedule, which is established through Collective Bargaining.

The purpose of this Manual is to consolidate, for continuing administration of the Plan, all matters pertaining to Job Evaluation, under one cover. Matters pertaining to the application of dollars are contained in the Collective Agreement.

Included in the Manual are the methods by which jobs covered by the Plan are documented and rated.

DEFINITIONS

ADVICE OF DECISION ON JOB EVALUATION is the advice issued conveying decisions of the Joint Job Evaluation Committee.

DUTY comprises a number of tasks.

FACTOR. All jobs are measured by three (3) primary groupings. The means of measuring the requirements is by nine job characteristics, called Factors. Each Factor deals with an important compensatory job characteristic, which is present to some degree in, and which contributes to the worth of all jobs being covered by the Plan.

GRADE LEVEL. Each Factor is broken down into Grade Levels ranging from the least measurable amount of the Factor required in a job to the greatest measurable amount required.

GUIDES TO INTERPRETATION OF THE RATING SCALE are developed by the Joint Job Evaluation Committee to serve as aids in the approved interpretation of the Factor Definitions, Grade Level Definitions and Rules of Application, as contained in the Rating Scale.

INCUMBENT is an employee in a job covered by the Job Evaluation Plan.

DEFINITIONS

(continued)

JOB is a group of duties assigned to and performed by an individual.

JOB DESCRIPTION is a written statement of the functions, responsibilities, duties, operations, methods, lines of authority, equipment used and other essential facts about a job. Statements contained in the job description reflect the general details considered necessary to describe the principal functions and duties as required for proper evaluation of the job and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

JOB EVALUATION is the complete operation of determining the Rating for an individual job in relation to other jobs in the bargaining unit covered by the Plan.

JOB INFORMATION QUESTIONNAIRE (JIQ) is a form, which when completed sets forth in a clear orderly fashion the functions, responsibilities, qualifications, authorities and relationships of the job. The JIQ also describes conditions experienced and equipment used during the performance of the job and provides any other information which may influence the evaluation of the job. The completed form is used by the Joint Job Evaluation Committee in the evaluation process and forms the basis for subsequent preparation of job descriptions.

PERFORM OTHER DUTIES AS REQUIRED is the performance of transient, emergency or unplanned duties which must be considered within the intent of the duties as set out in the Job Description.

POINTS are allocated to each Grade Level of each Factor.

RATING (NOUN) is the Factor Grade Levels and Points, and the total points established for an individual job.

RATING (VERB) is the process of relating the facts contained in the Job Information Questionnaire to the Rating Scale and selecting the Factor Grade Levels judged to be appropriate.

SALARY LEVEL is the dollar worth, negotiated by Collective Bargaining, and is shown on Schedule "B" for jobs covered by the Plan, as a range of dollars, i.e. Steps 1, 2, and 3.

TASK is created whenever human effort must be exerted for a specific purpose.

TOTAL POINTS. A job to be evaluated is assessed against each Factor to determine its Grade Level under each Factor. By summation of the individual degree level points, the total point value for the job is determined.

POSITION EVALUATION METHOD

The method of Position Evaluation described herein is of the broad general category of "Factor Analysis" methods. The method is based upon the premise that there are certain position factors or elements that exist in some measure as requirements of all positions. For example, all positions require some degree of training, but it is apparent that some positions require considerably more training or experience than others.

The work elements or factors that are used fall into three primary groupings. These groupings and their factors are as follows:

I	Knowledge and Ability	Complexity-- Judgment Education Experience Initiative
II	Responsibilities	Effect of Errors Contacts Supervision (a) Character (b) Scope
III	Physical Conditions	Physical/Mental Demands Working Conditions

The first step in the evaluation of a position is the completion of a Job Information Questionnaire setting forth in clear, orderly fashion the function, responsibilities and authority and relationships of the position. It is necessary that there be agreement in respect to all the specific items of detail included in the questionnaire.

The second step is the analysis of the position in terms of the factors of comparison. The grades and descriptions of the nine factors are given in the following pages. These grade descriptions serve as an aid to judgment in the assignment of the appropriate factor grades to the position.

The third step is the assignment of point values to the factor grades and the determination of the total point score of the position. The weightings given to factor grades vary from factor to factor for the reason that the factors are not of equal importance in the determination of work values. Point-value differentials also exist between the grades of a factor, differentials being greater at the top end of the scale than at the bottom. Factor-grade weightings have been developed over a number of years and are based on extensive statistical analysis and experience in many organizations.

POSITION EVALUATION METHOD
(continued)

The three foregoing steps are carried out for each and every position, careful attention being directed to maintaining accuracy in the application of factor grades and values to each position. Rating consistency is checked at each important stage in the evaluation procedure by factor to factor comparisons and finally by comparisons of position relationships within and between sections, departments, branches and divisions.

It is emphasized that the method of position evaluation being followed is in the nature of a factual analysis of the functions, responsibilities, authorities and relationships of the various positions included in the study. The objective is to determine the "work values" inherent in the various positions in terms of the essential characteristics required in filling these positions and then to relate them for salary-payment purposes. Attention is only directed towards the requirements of positions. No attempt is made to appraise performance of individuals in their positions.

COMPLEXITY-JUDGMENT FACTOR

FACTOR DEFINITION:

“Complexity” refers to the different types of things to be done and the relative difficulty in performing them. **“Judgment”** is an appraisal of the use of knowledge acquired through training and experience in the successful performance of the position. **“Complexity-Judgment”** will increase in relation to the variety of performance and the number and difficulty of problems.

RULES OF APPLICATION:

1. No attempt is to be made under this factor to assess the Education or Experience level requirement of the job.
2. This factor deals with the difficulty of making decisions which are within the scope of the job duties, and does not deal with the responsibility for decisions. Such responsibilities are dealt with under other factors.
3. Even the “simplest” and lowest paid jobs are required to solve work problems and therefore to go through the process of analysis, synthesis, conclusion drawing and decision making, although the work may be so routine or standardized that the process is done automatically or almost so.
4. The steps in the solution of a work problem are as follows:
 - (a) Assemble the necessary data
 - (b) Carry out the necessary analysis
 - (c) Carry out the necessary synthesis
 - (d) Weigh or consider the facts, evidence, etc.
 - (e) Form the necessary conclusion(s)
 - (f) Make the necessary decision(s)

Judgment is required in each of the above steps.

Definitions of some of the terms used in this factor are set out hereunder.

- Analysis** - the separation into elements or constituent parts and the critical examination of the elements.
- Synthesis** - the combining or putting together of the elements to form a (complex) whole.

COMPLEXITY-JUDGMENT FACTOR
(*continued*)

RULES OF APPLICATION: (*continued*)

Definitions of some of the terms used in this factor are set out hereunder. (*continued*)

- Conclusion** - the determination or opinion arrived at after due consideration.
- Decision** - the final determination of a course of action that is to be followed.
- Solution** - the solving of a problem after due process of analysis, synthesis, conclusion forming and decision making.
- Judgment** - the weighing or considering of facts, evidence, etc., and the forming of a conclusion.

Factors

(*or elements*)

- are basic data and information which must be employed and arranged according to some method or procedure in order to reach the solution to problems, e.g. facts, figures, conditions, influencing items, etc.
- Known Factors** - are those which are supplied or are available in finite amounts and no assumptions are required to be made. If data is not provided directly, the employee is required to procure it prior to solving the problems.
- Unknown Factors** - are those which are not supplied and are not available at the time that the problem must be solved. The solution to problems requires assumptions in lieu of the unknown factors.

GRADE:

1. Work that is routine, highly repetitive, and simple in nature, in which the employee is allowed little choice of action.
2. Work that is routine or repetitive, following clearly prescribed standard practice or involving straight forward application of readily understood rules and procedures. Employee may make minor decisions, usually of relatively little importance and affecting the sequence of work rather than accuracy, correctness or quality.

COMPLEXITY-JUDGMENT FACTOR
(continued)

GRADE: *(continued)*

3. Work generally standardized, but involving choice of action within limits defined by standard or accepted practice and/or instructions; requires decisions that may affect quality, accuracy, or utility of results to some degree.
4. Work diversified; requires judgment in dealing with exceptions to accepted standards and precedents. Employee works toward assigned objectives, sometimes adapting or modifying methods and standards to meet variations in controlling conditions.
5. Work governed generally by broad instructions, objectives and policies usually involving frequently changing conditions and problems. Requires considerable judgment to apply factual background and fundamental principles in developing approaches and techniques for the solution of problems.
6. Work requiring analysis of broad problems, the planning of various inter-related activities, and/or the co-ordination of effort of more than one major Branch/Division within a Department. Employee may work out programs and approaches to major problems, and in general perform duties wherein established policies and recognized principles may be inadequate to determine procedure or decision in all cases.
7. Work carrying responsibility for major operating decisions and/or the identification of major problems of the enterprise and the formulating of recommendations which directly influence long-term policies and programs.
8. Work involving participation in the formulation of broad policies and long - term programs involving thorough analysis of all available data and the making of decisions that serve as guides or general directives to the organization as a whole.

EDUCATION FACTOR

FACTOR DEFINITION:

“Education” refers to the preliminary training necessary to prepare an individual for learning a job. The education factor is a measure of the formalized knowledge necessary to fulfill the requirements of a position in a satisfactory manner. It is an indication that certain specific or general knowledge is necessary, and that such knowledge is most commonly acquired as a result of a certain length of time spent in elementary school, secondary school, technical school, business school, community college, or university. The knowledge equivalent to that of formal training may be acquired by practical experience or by self-education.

RULES OF APPLICATION:

1. This factor deals with theoretical training or knowledge, and should be dealt with before the Experience factor.
2. Select the educational level that most appropriately meets the job requirement as determined by the Corporation. This is the level of education or training that one would normally look for in selecting a person for the job.
3. Although the necessary specific and general knowledge or education may be acquired by casual or informal study (such as Correspondence School, Night School, or by study combined with practical experience on the job, etc.) the most common or logical source is through formal education or schooling (such as Secondary School, Business School, Trade School, Vocational Centre, College of Applied Arts and Technology, Institute of Technology, Polytechnical Institute, University).
4. Short courses would be of the order of 2 to 12 months, or equivalent in concentrated study.
5. Specialized training means a concentrated course of study in a specific field applicable to the work.

FACTOR GRADE:

- 1
 - equivalent to Grade 8 education
 - ability to read and understand simple instructions, use ordinary arithmetic, etc.
- 2
 - equivalent to Grade 10 education
 - additional knowledge such as understanding decimals and arithmetic involving decimals and/or comprehending simple drawings, charts and diagrams.

EDUCATION FACTOR
(continued)

FACTOR GRADE: (continued)

- 3 - equivalent to Grade 12 education
 - understanding of somewhat complicated drawings, diagrams, charts, ordinary shop mathematics including use of handbooks, formulas, tables; basic principles and methods of set-up and operation of several machines (or highly specialized knowledge of one or two types of machines). Equivalent to partial secondary school training plus two or three years of apprenticeship or trades training; or equivalent to about four years of trades training when secondary school training is not applicable, or
 - including specialized courses relevant to the job under consideration, such as stenography, bookkeeping, elementary accounting, statistical methods, fundamentals of mechanical drawing.

- 4 - equivalent to Grade 12 plus one (1) year Community College, or Grade 12 plus additional short specialized courses, or Grade 13 education, or Junior standing in a recognized accounting course (completed first year C.G.A. or C.M.A.).

- 5 - equivalent to 14 years of schooling completed which could be equal to:
 - Community College two (2) year course, or OACETT Engineering Technician
 - training in a highly skilled trade such as tool making, pattern making, or all-round machinist, usually requiring three or four years of apprenticeship or its equivalent in addition to two or more years of technical high school (mathematics, mechanical drawing, etc.), or
 - additional formal training in subjects like accounting (general and cost), office management; surveying, drafting, design; industrial training in plant operation, maintenance, construction, material and/or technical control, shop supervision, etc.

- 6 - equivalent to 15 or 16 years of schooling completed which could be equal to:
 - Community College, three (3) year course, or Intermediate standing in a recognized accounting course (completed third year C.G.A. or C.M.A.), or OACETT Engineering Technologist, or General B.A., B.Sc. (3 year).

- 7 - Finalist in a recognized accounting course (enrolled in fifth year C.G.A. or C.M.A.).

- 8 - equivalent to 17 or 18 years of schooling completed which could be equal to:
 - B.Sc. (4 year), or B. Comm., or B.A. (Hon.), or B.E.S., or B.Arch., or B.Eng./B.A.Sc. or training in a professional field such as engineering (electrical, mechanical or civil), law, or business administration (including advanced accounting and finance - graduate of a recognized accounting course (C.G.A., C.M.A.)) as would normally be obtained in four or five years at university.

EDUCATION FACTOR
(continued)

FACTOR GRADE: *(continued)*

- 9 - equivalent to 19 years of schooling completed which could be equal to:
- Masters degree, or L.L.B.
- 10 - M.D.
- lawyer
- broad scientific, engineering, or other training in a recognized profession plus extensive knowledge of a specialized field involving familiarity with experimental and research techniques, new developments, and methods beyond the scope of ordinary university training
- equivalent to university education plus two (2) years of graduate work.
- 11 - Doctorate
- additional training (beyond factor grade 10) in professions such as medicine
- usually equivalent to three (3) or four (4) years of advanced studies beyond the basic four (**4**) years at university (leading to a doctorate).

EXPERIENCE FACTOR

FACTOR DEFINITION:

1. The Experience Factor comprises two elements:
 - a. **Previous Experience.** Expressed in terms of the minimum number of months or years required as determined by the Corporation.
 - b. **Training Time.** Expressed in terms of calendar months, or years, this is orientation on the job with the Corporation required to learn the necessary techniques, methods, practices, procedures, use of forms, routines, etc., unique to the job in the Corporation.

RULES OF APPLICATION:

1. This factor deals with Previous Experience and Training Time. It should not be dealt with until an appropriate degree of Education (theoretical knowledge) has been established.
2. The amount of experience required for the job is the sum of 1.a. and 1.b. The simpler jobs may require only 1.b.
3. Under this factor, no consideration is given to the maturing of an incumbent.
4. Under this factor, no consideration is given to the length of time for progression to maximum salary (job rate).
5. Points shall be assigned as follows:
 - a. **Previous Experience**

None	0 points
Less than 1 year	4 points
1 year	9 points
up to and including 2 years	11 points
up to and including 3 years	16 points
up to and including 4 years	20 points
up to and including 5 years	25 points
more than 5 years	30 points

EXPERIENCE FACTOR
(continued)

RULES OF APPLICATION: (continued)

5. Points shall be assigned as follows: (continued)

b. Training Time

up to and including 1 month	2 points
up to and including 3 months	6 points
up to and including 6 months	8 points
up to and including 1 year	11 points
up to and including 1½ years	16 points
up to and including 2 years	20 points
up to and including 3 years	25 points

6. Where Previous Experience is a mandatory requirement for a qualification, that amount of experience shall be the minimum under 5.a. If additional previous experience is required by the Corporation it shall include the mandatory experience without pyramiding.
7. The minimum amount of previous experience required shall be as determined by the Corporation. Where the assignment for 5.a. is "less than 1 year" or "none", including cases where no previous experience is required by the Corporation, the maximum Training Time awarded under 5.b. shall be "up to and including 1 year - 11 points".
8. Points assigned in paragraph 5 will be totalled to a maximum of 40 points and a minimum of 5 points. The total will be assigned to a grade as follows:

TOTAL OF 5.a. + 5.b.	ROUNDED POINT TOTAL	GRADE
0-06	5	1
7-11	10	2
12-16	15	3
17-21	20	4
22-26	25	5
27-31	30	6
32-36	35	7
37-40	40	8

INITIATIVE FACTOR

FACTOR DEFINITION:

“Initiative” refers to the degree to which independent action is required; this involves the amount of direction received from either personal supervision or standard practices and precedents. It also refers to the degree of ingenuity, creative imagination and original thought which may be required in activities involving design, development, research, long-range planning, etc.

GRADE:

Work under close supervision or completely detailed instructions. Employee refers all questions to supervisor.

Work under frequent supervision, guidance, or check; or perform work defined by standard practice or established procedure. Employee refers all unusual problems to the supervisor.

Work under direction or occasional supervision. Employee proceeds on own initiative when majority of duties follow general instructions, established methods, and clearly defined precedents, referring unusual problems to superiors.

Work under general direction and guidance. Employee plans details of procedures and methods to attain definite objectives and takes action in the application of policy and of standards widely accepted within the occupation, vocation or profession.

Independent work on broad general assignments with responsibility for planning of all associated activities, limited only by policy. Employee takes action without reference to superiors except when problems involving policy change are involved.

Work relating to the broader administrative and policy-making activities and major programs and plans of the enterprise. Work checked only through consultation and agreement with others, rather than by directives from superiors.

EFFECT OF ERRORS FACTOR

FACTOR DEFINITION:

Effect of errors has to do with the extent or degree of responsibility for losses to the organization that may result from mistakes in Performance occasioned by insufficiently considered decisions but not, except in the lower-level positions, by carelessness. Losses of this nature will vary in type as well as in degree. The factor is also used to evaluate the responsibility for the safety of others.

RULES OF APPLICATION:

In applying this factor, assess the results of any one instance; do not evaluate the extreme or rare possibility.

GRADE:

1. Errors readily detected in normal course of work by standard check or routine cross-check. Would be due to carelessness in most instances and cause little or no difficulty or loss of time to correct. Errors would have only minor effects; damage to equipment or spoilage of material not over \$75.00.
2. Errors probably detected within the work unit in which they occur but may affect the work of others within the unit requiring expenditure of time to trace and make necessary corrections. Would cover positions in which there is responsibility for handling and accounting for small sums of money e.g. petty cash or counter transactions. Or positions where improper performance may result in small monetary losses seldom, if ever, more than \$300.00. Nature of equipment used and work performed is such that normal errors may cause damage or loss of more than \$75.00 but seldom, if ever, more than \$300.00. Or where performance of duties might result in serious lost time accidents to others --crushed members, broken bones, eye injuries, etc.
3. Errors may cause inaccuracies in reports or records and affect activities based upon such reports and records in limited degree; they would usually be detected, however, before results became serious. Would cover positions wherein losses over \$300.00 could be caused from improper use of expensive machinery, special gauges, testing apparatus, etc., or from injudicious performance of operations of a difficult nature or involving costly materials or parts. Or positions where errors may cause delays in related or succeeding operations. Or positions wherein constant care is required to avoid serious injuries to others. Or positions where errors may cause embarrassment in customer or employee relations.

EFFECT OF ERRORS FACTOR
{*continued*}

GRADE: (*continued*)

4. Errors may cause substantial delays in a major unit of organization or phase of work. Would cover positions wherein mistakes may result in losses ranging from several hundred dollars to a few thousand dollars. Or positions wherein errors may have serious results beyond immediate equipment damage or material waste, as when shortages of essential materials, manpower or tools may cause serious operational delays. Or positions wherein there is distinct possibility of causing fatal or totally incapacitating accidents to others. Or positions where errors may result in loss because of deterioration in customer and labour relations.
5. Errors may cause serious operational delays, such as those caused by lack of co-ordinated effort and shortages of most vital materials. Would cover positions wherein errors in development or experimental work, or in recommendations based upon such work, may result in major expenditures for equipment, plant changes, etc. or serious errors in financial accounting which would result in actual losses of several thousand dollars either by inaccurate issuance of funds (possibly over an extended period of time) or by the supply of faulty basic information upon which major decisions are made. Or positions wherein errors may have important effects on labour relations or on relationships with the public.
6. Errors may affect broader aspects of labour relations or public relations, or have far-reaching effects on Corporation prestige, major construction projects, or operating programs. Results of errors would usually be of major importance, although their seriousness may be mitigated in some instances by future action of superiors.
7. Errors by top executives having full and final responsibility for the successful functioning of the Corporation, whose decisions are subject to little or no check. Would cover positions in which there would be little opportunity of correcting an error once made, except over a long period of time and at great cost.

CONTACTS FACTOR

FACTOR DEFINITION:

“Contacts” refer to the relative importance to the enterprise of the personal relationships between the position-holder and other people.

RULES OF APPLICATION:

It is necessary to keep in mind the numerous variables which exist such as frequency of contacts, their purpose, and whether persons contacted are employees, outsiders, or customers.

GRADE:

1. Contacts of little importance and usually with immediate associates. Requires only ordinary courtesy to avoid friction in relationships incidental to working with others.
2. Contacts occasionally with others beyond immediate associates but generally of a routine nature. Employee may be required to make routine contacts outside his/her department or outside the organization, to secure, present or discuss data as may be pertinent to an immediate or specific assignment, but with no responsibility for securing co-operation or approval of action or decision.
3. Contacts of some importance within employee's assigned unit of organization, such as those required in co-ordination of effort or in supervising others on closely related work. Or frequent contacts with other units of organization requiring tact in discussing problems, submitting reports or other data, or making recommendations, but with responsibility for action and decision reverting to others. Or frequent outside contacts of some importance, not of a selling nature, requiring tact and courtesy.
4. Contacts as required when consulting on problems and presenting suggestions and recommendations where judgment and tact are required in order to obtain co-operation or approval of action to be taken; such contacts are with personnel of other departments who may be in administrative or executive positions. Or, important contacts with subordinates as required in advanced supervisory positions. Or, contacts outside the organization wherein their handling is of considerable importance.
5. Contacts necessary for the co-ordination of effort between important units of organization or phases of activity, or which may have considerable effects on personnel relations. Or, contacts outside the organization where inadequacy may result in loss of business or company prestige to a significant extent.
6. Contacts of considerable importance, generally outside the organization, and of such a character that failure in their development and maintenance may result in important losses or serious damage to organization prestige.
7. Contacts of such importance that their manner of handling constitutes a major consideration in the proper performance of the duties.

PHYSICAL/MENTAL DEMANDS FACTOR

FACTOR DEFINITION:

This factor evaluates three elements:

1. The physical effort required to perform the job;
2. The physical skills and dexterity required to perform the job; and
3. The mental stress or mental demands generated by environmental conditions.

RULES OF APPLICATION:

1. Consider only the physical skills and effort which are required and mental stress inherent in the job. Certain people may vary from the norm because of abilities, strength or endurance skills. Be careful to consider what is normally required as well as the availability of labour saving devices such as hoists, cranes, tractors, machines, dollies, etc.
2. Consider the **frequency** of occurrence required by the job. If there is the possibility of an occurrence amounting to less than 5% of the job for physical effort or physical skills, mental stress or mental demands, this is not considered a requirement of the job.
3. Always consider the **choice** involved in physical skills and effort. For example, one employee may sit or stand at various times as he/she chooses, but prefers to stand as opposed to a job where the employee must sit to do certain activities in order to maintain work flow.
4. Physical effort considers the amount and intensity of physical exertion required to perform the job. This factor also considers the working positions and the physical effort and fatigue caused by the work position.
5. Physical skills consider the precision and dexterity required in order to perform the job. Precision is the accuracy required; dexterity is the speed and muscle movement co-ordination required.
6. Mental stress is the degree (intensity) of mental demands or mental strain generated by environmental conditions which are part of the job. Such conditions are defined as disruptive interruptions, conflicting demands or expectations, unpredictable or unstable conditions, emotionally charged situations, deadlines and responsibility without adequate authority or control.

PHYSICAL/MENTAL DEMANDS FACTOR
(continued)

GRADE:

1. Positions requiring little physical effort would include sitting, standing and walking, or reading of work-related material with choice. Physical skills would involve simple, easy muscular movements where there is no requirement for speed for long periods of time. Or positions where activities could lead to minor mental stress.
2. Positions requiring some degree of physical effort involving some fatigue. Physical effort would include sitting, standing, constant movement without choice over moderate periods (25% - 65% of time). Or positions requiring considerable mental concentration or visual attention to detail (35% - 75% of time). Or positions involving movement of average weight materials on a continuing basis. Or positions requiring occasional walking over rough ground, climbing or like physical exertion. Some degree of physical skill would be required. This would include regular use of tools or office equipment where co-ordination and speed are required. The operations are not constant, and there is choice of operations. Or positions where activities may lead to moderate mental stress.
3. Positions requiring moderate physical exertion causing fatigue, including sitting or standing in fixed positions over long periods of time (more than 65% of time). Or positions requiring constant visual attention to detail, e.g. VDT screen (more than 75% of time). Or may involve considerable lifting, pulling, pushing of heavy or awkward objects on a continuing basis. Or positions requiring climbing, walking over rough ground for moderate periods of time (25% - 65% of time). Physical skills would often include constant use of automatic tools and office machines (more than 75% of time). Or positions where there is no choice of operations. Or positions requiring constant speed and dexterity over most of the working day (more than 75% of time). Or positions where activities may lead to considerable mental stress.
4. Positions requiring strenuous work involving considerable effort causing considerable fatigue, including loading and unloading heavy equipment on a somewhat continuous basis. Or positions working in cramped or uncomfortable positions for moderate periods of time. Or positions requiring nearly continuous effort in outside activities such as walking over rough ground, climbing, etc. Or positions where activities may lead to very considerable mental stress.
5. Positions requiring heavy labouring work of a continuous nature, generally results in major fatigue. Or positions where activities may lead to very serious mental stress.

WORKING CONDITIONS FACTOR

FACTOR DEFINITION:

“Working Conditions” has to do with the factors associated with the position which make for disagreeableness from the employee’s viewpoint. The necessity for travel and being away from home is recognized here. The factor also embraces the conditions of the position that might result in accidents or health hazards to the employee.

RULES OF APPLICATION:

In rating under this factor, judge the severity and continuity of exposure to such elements as cold, humidity, heat, wet, severe weather, dust, fumes, grease, acids and chemicals, noise and vibration, etc.

GRADE:

1. Comfortable, clean and pleasant conditions.
2. Best shop conditions -- slightly dirty. Comparable to assembly and bench work involving small, clean parts. Would embrace office and supervisory positions involving considerable time to be spent in shop or plant but with little exposure to dirt, oil, heat, noise, etc. May involve limited travelling.
3. Average shop conditions. Comparable to operating machines or assembly work which is oily and greasy. Would cover positions that are generally conducted under clean and pleasant conditions but with some exposure to severe conditions of noise, weather, dust, wet or other disagreeable factors. Or positions where there is distinct possibility of minor injuries -- abrasions, cuts, bruises -- not involving lost time. Or positions where considerable travelling is involved.
4. Conditions that are especially dirty, oily, noisy, or otherwise disagreeable. Would cover positions involving continuous outside work in all weather. Or positions where there is distinct possibility of serious injuries involving lost time, such as crushed members, eye injuries, loss of fingers, etc., or where there may be exposure to occupational disease not incapacitating in nature. Or positions that involve travelling over fifty per cent (50%) of the time.
5. Conditions involving continuous exposure to heat and fumes, cold and wet, or to a combination of other disagreeable factors, but where continuous attention to work is possible. Would cover positions where there is distinct possibility of incapacitating accidents or risk of considerable loss of time from occupational disease.
6. Exceptionally disagreeable conditions. Would cover positions of such nature that position-holders must be relieved at frequent intervals during the course of work. Or positions where there is distinct possibility of accident or occupational disease which may result in total disability or death.

SUPERVISION FACTOR**CHARACTER****FACTOR DEFINITION:**

This factor serves as a scale of measurement for the extent to which the employee is required to supervise the work and activity of other employees.

RULES OF APPLICATION:

1. Periodically as used in the 2nd degree means intermittently but with reasonable regularity.
2. To qualify for the 2nd or higher degree, supervisory responsibility must be a definitely established part of the job requirement.
3. Normal supervisory responsibilities must include a portion of each of the following:
 - (a) Planning, organizing, scheduling and co-ordinating of work.
 - (b) Assigning the work and/or personnel.
 - (c) Maintaining quality, accuracy and quantity of work.
 - (d) Giving advice, guidance, instruction and direction.
 - (e) Developing of work methods, procedures and standards.

GRADES:

1. Supervisory responsibility is not normally part of the job requirement, but there may be a requirement to show other employees how to perform tasks or duties.
2. The job requires the employee to periodically assume some of the normal supervisory responsibilities over other employees.
3. The job requires the employee, on a continuing basis, to assume limited supervisory responsibility over other employees, such as work assignment, checking and instruction.
4. The job requires the employee to assume the normal supervisory responsibilities over other employees as specified in Rule 3 (a) to (e) inclusive.

SUPERVISION FACTOR**SCOPE****FACTOR DEFINITION :**

“Scope of Supervision” appraises the “size” of the direct “line” responsibility and is measured in terms of the number of persons falling within that category. The “breaking-off” point in the sixth (6th) grade has been carefully chosen on the premise that, when the size of the group exceeds 100 substantially, it is customary to provide sufficient capable supervisory assistance that the problems of planning, co-ordination, and dealing with personnel cease to be directly proportional to the size of the group.

RULES OF APPLICATION:

1. Jobs which fall in the first grade under “Character of Supervision” do not qualify for any grade in ‘Scope of Supervision’.
2. Jobs which fall in the second grade under “Character of Supervision” do not qualify for any grade higher than the first grade in “Scope of Supervision”.
3. Jobs which fall in the third or higher grade under “Character of Supervision” are to be granted the degree appropriate to the number supervised.
4. The number supervised is the total of those reporting directly to the job in question plus all who came under those reporting directly (i.e. indirect).
5. Supervision of part-time employees is to be prorated to an annual equivalent of full-time hours to a maximum of Grade 2.

GRADE:

1. Supervises a small group of not more than three (3) persons.
2. Supervises a group of between four (4) and ten (10) persons.
3. Supervises a group of between eleven (11) and twenty-five (25) persons.
4. Supervises a group of between twenty-six (26) and fifty (50) persons.
5. Supervises a group of between fifty-one (51) and one hundred (100) persons.
6. Supervises a major unit of organization with over one hundred (100) persons.

JOB EVALUATION MANUAL - RULES OF APPLICATION

In the application of the Job Evaluation Manual, the following rules shall apply:

1. In making the determinations necessary for the rating of job content, certain basic characteristics are considered to be common to the performance of all jobs and **are not to be measured** in this program. These are honesty and integrity, reasonable care, thoughtfulness, desire to do ones best, aptitude, availability for work, reasonable physical capacity, co-operation, attendance, normal capacity to acquire knowledge through training, and work-load.
2. Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition and the description of each level.
3. The rating of each job shall be relative to, consistent with and conform to the ratings of other jobs in the bargaining unit.
4. Each factor is rated individually. The points awarded to each factor must be agreed upon by at least three out of the four persons doing the rating.
5. An explanation to correspond with the final points awarded by the JJEC for each factor shall be attached to the JIQ.
6. For all factors except Scope of Supervision, the minimum number of points awarded must be those in grade one.
7. The total points established for an individual job shall be the sum of the points awarded to all factors.
8. An employee will be expected to be medically able to perform any work required in his/her department which is usually performed by an employee in the same position title. Any employee who *is* unable to perform any such work must be rated separately and his/her case specifically considered, having regard to the value of any work which he/she may be able to do.
9. An employee to whom rule eight (8) applies shall be subject to an examination by the Corporation's medical examiner or by another physician selected by the Corporation.
10. An employee whose position is reclassified to a higher salary level shall receive the lowest rate in the new level that will provide a minimum increase of \$10.00 bi-weekly. Where an employee's position is evaluated and a lower salary level results, periodic economic wage rate increases will be curtailed by one-half ($\frac{1}{2}$) until the employee's actual wage rate matches the evaluated salary level job rate (red-circle).
11. The points awarded to each factor fall in grades as indicated in the chart following. The indicated grades are the only available grades. Split factors are specifically and mandatorily unavailable.

JOB EVALUATION MANUAL - RULES OF APPLICATION*(continued)*

12. Positions shall be placed in the salary level as determined by the total points awarded to the position.

13.

TOTAL POINT BORDERS		
POINTS		SALARY LEVEL
MINIMUM	MAXIMUM	
340	364	16
315	339	15
290	314	14
265	289	13
245	264	12
226	244	11
210	225	10
195	209	9
180	194	8
166	179	7
153	165	6
141	152	5
131	140	4
121	130	3
111	120	2
101	110	1

14. The Corporation may **for** administrative or market value considerations, decline to downgrade a position, or may select an intermediate salary level.

JOB EVALUATION MANUAL - RULES OF APPLICATION
(continued)

15. In order to reach consistency and clarity the following position titles are fixed in relation to salary level. It is agreed and understood that where the position title is fixed in relation to a salary level and the position is subsequently re-evaluated to a new salary level where no corresponding title exists, a new fixed position title will be created in the new salary level. Other position titles shall be placed in a salary level as determined by the points awarded to the JIQ.

SALARY LEVEL	POSITION TITLES
1	Clerk " A Clerk-Typist
2	Senior Clerk "A" Senior Clerk Typist
3	Clerk "B" Clerk-Stenographer " A ' "
4	Senior Clerk "B" Senior Clerk-Stenographer "A"
5	Clerk "C" Clerk-Stenographer "B" Draftsman/woman "A"
6	Clerk-Stenographer "C" Senior Clerk "C"
7	Clerk "D" Clerk-Stenographer "D"
8	Clerk "E" Clerk-Stenographer "E" Draftsman/woman "B"
9	Administrative Officer "A" Finance Officer "A"
10	Draftsman/woman "C" Senior Administrative Officer "A" Senior Finance Officer "A"
11	Administrative Officer "B" Finance Officer "B"
12	Administrative Officer "C" Finance Officer "C"
13	Administrative Officer "D" Finance Officer "D"
14	Finance Officer "E"

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JOB EVALUATION MANUAL - RULES OF APPLICATION*(continued)*

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

JOB EVALUATION MANUAL - RULES OF APPLICATION*(continued)*

17. JE Appeal Process:

Within thirty (30) days of being notified of the rating results, the following procedure shall apply:

- (a) The incumbent(s) may request reconsideration of the job rating stating the reason(s) for disagreeing, based on the following criteria:
- The incumbent(s) feels that his/her job is not properly ranked in comparison to a similar position(s) within the branch or department, or if no comparables are available, to similar positions in other departments; and
 - The request shall outline the reasons why he/she feels the job should be re-examined.

Such requests will be made in writing to the employee's manager

- (b) The manager will submit the appeal with comments to the Corporation's chair of the JJEC, who will meet with the JJEC. The incumbent(s) will be provided with a copy of the manager's comments.
- (c) The JJEC will determine if reconsideration is warranted and will provide a decision in writing to the incumbent(s).
- (d) If an appeal is granted, the incumbent(s) may choose to make a presentation to the JJEC. Only factors addressed in the appeal request and/or presentation will be considered.
- (e) The JJEC decision on the reconsideration shall be final and binding upon the parties and all employees affected.
- (f) If agreement among the JJEC members cannot be reached, the appeal will be forwarded to referees as outlined in item 16 of the JE Manual, Rules of Application.

