



COLLECTIVE AGREEMENT

CITY OF OSHAWA

and

CUPE LOCAL 250
(Outside Workers)

January 1, 2021 – December 31, 2023

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

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Outside Workers - January 1, 2021 – December 31, 2023

COLLECTIVE AGREEMENT BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA
hereinafter called “the Corporation”

OF THE FIRST PART,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 250
hereinafter called “the Union”

OF THE SECOND PART,

ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02** The Corporation recognizes the Union as the exclusive bargaining agent for all employees of Road Operations Services and Parks and Environmental Services, and Works and Transportation Division of the Community Services Department, and Facility and Project Management Services of the Development Services Department, save and except: persons above the rank of Working Foreperson; Office Staff and Security Watchpersons; employees engaged in conducting and implementing the Corporation’s recreational programs; cashiers; kiosk and concession employees; and employees covered by other Collective Agreements with the Corporation. As the circumstances of subsidized programs may vary considerably, the parties will discuss the matter of inclusion or exclusion of persons who may be hired, on an individual program basis, as the occasion arises.

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 2 – MANAGEMENT RIGHTS (continued)

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

ARTICLE 3 – UNION SECURITY

- 3.01** All employees to whom this Agreement applies shall become and remain members in good standing in the Union.

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

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

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

- 3.03** Union dues will be deducted on the first regular deduction date following the hiring of an employee. The amount of Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.
- 3.04** In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operations of this section.
- 3.05** All correspondence directed to the Union shall be sent to the Union's Recording Secretary or in their absence to the President or other named officer; and it shall be the responsibility of the Union to notify the Corporation accordingly.
- 3.06** No employee excluded from the bargaining unit shall work on any jobs which are normally done by a person in the bargaining unit except for the purpose of instruction, emergencies, or unexpected staff shortages when bargaining unit employees are not available or unless mutually agreed to between the Union Executive and the employer.

ARTICLE 4 – RELATIONSHIP

- 4.01** No employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment because of membership or activity in the Union. The Corporation agrees that it will not by any means, directly or indirectly, persuade or influence any employee against trade union membership or activity.
- 4.02** The parties agree that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees by any of their members or representatives. The Union will not engage in union activities during working hours or hold meetings at any time on the premises without the permission of the appropriate Manager or their designate.
- 4.03** The Corporation and the Union jointly agree that, in accordance with the *Ontario Human Rights Code*, as amended from time to time, 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, disability, religious or political affiliation, gender identity, gender expression, sex, sexual orientation 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, bullying, intimidation, discrimination, interference, restraint or coercion.

Personal Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the employer, either directly or indirectly that demean, belittle or cause personal humiliation or embarrassment, that is directed at and offensive to another employee and which the person knows or ought reasonably to have known to be unwelcome to the recipient.

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

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

Within four (4) working days, outlining any and all relevant information, the Corporation will inform the Union, in writing, of any member who has been subjected to an incident of workplace violence while performing their work.

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

ARTICLE 4 – RELATIONSHIP (continued)

4.05 Labour Management Committee:

- 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. By request, meetings may be more frequent or called for urgent matters.
- c. 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 – SENIORITY

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

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

The existing group of temporary employees with recall, contained in the Seniority List for Temporary Employees with Recall, will maintain all existing rights and entitlements. These positions will dissolve through attrition.

Casual employees will receive only the rights and benefits outlined in Appendix "C" and shall receive the rates of pay set out in Appendix "A". Temporary employees shall receive the same rates of pay as regular employees. Student employees will receive only the rights and benefits outlined in Article 21.05.

- 5.03**
- a. The application of seniority is specified in those provisions of this Agreement where seniority has an effect. Where no specific provision exists and operational requirements have been met, the Corporation will consider seniority to be the deciding factor. In such cases the preference or advantage will be applied using the procedure of offering down in order of seniority and ordering up in reverse order.
 - b. Where a temporary work shortage, within a crew or area of responsibility, not involving a lay-off under Article 5.04 or not covered by Article 9.01, results in the need for the Corporation to assign employees to a different crew or area of responsibility, seniority shall govern in such reassignment providing that qualifications and abilities are sufficient. The preference or advantage will be applied using the procedure of offering down in order of seniority and ordering up in reverse order. The work assignment of employees so transferred will be at the discretion of the Corporation, within the new crew or area of responsibility. While so assigned employees will be considered part of the new crew or area of responsibility should a vacancy governed by Article 9.01 occur.

ARTICLE 5 – SENIORITY (continued)

5.04 Lay Off and Recall

The following procedures shall be followed with respect to layoff and recall. For the purposes of clause 5.04 only, seniority shall be bargaining unit wide. Temporary employees shall be laid off before regular employees are affected. No temporary employee shall use their seniority to displace or bump any other employee in another division of the department.

- a. In the event of a reduction in the work force layoff shall commence with the employee with the least amount of seniority, within the occupational classification affected.
- b. Ability and qualifications being sufficient, any employee displaced as a result of layoff may use their seniority to displace the employee in the same or a lower occupational classification.
- c. Ability and qualifications being sufficient, any employee displaced as a result of layoff shall use the same procedure as outlined in b. to obtain a position.
- d. An employee who elects to use their seniority, as in paragraphs b. and c. above, shall receive the rate of pay for the occupational classification which they secure. An employee's right of recall to their original position ceases at the earlier of the employee securing a position through the job posting process (Article 9.02), 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.

- 5.05**
- a. Regular employees shall be given notice of layoff in accordance with the Employment Standards Act or twenty –five (25) working days, whichever is greater.
 - b. Temporary employees shall be given notice of layoff in accordance with the Employment Standards Act, 2000 or shall be given five (5) working days' notice in advance of layoff whichever is greater.
 - c. The Employer shall provide the Union with a copy of all layoff notices.

ARTICLE 5 – SENIORITY (continued)

- 5.06** Except as specifically provided elsewhere in the Collective Agreement an employee's seniority shall not accumulate when granted leave of absence of over thirty-one (31) calendar days.
- 5.07** Seniority shall be lost, employment terminated, and an employee shall be deprived of any further rights under this Agreement if any of the following events shall occur:
- a. If they voluntarily resigns.
 - b. If they are discharged and is not reinstated through the grievance procedure.
 - c. If they are laid off for a continuous period of twenty-four (24) months from the date of layoff, or one-half (½) of the employee's seniority at the time of layoff, whichever is the lesser.
 - d. If they fail to return to work within ten (10) working days after notice to return to work has been sent to them by registered mail to their last address appearing on the Corporation's records.
 - e. If they are absent from work in excess of two (2) working days without sufficient cause or without notifying their immediate supervisor.
 - f. If they overstay an approved leave of absence and fails to obtain an extension from the Corporation.
- 5.08** Employees promoted to positions outside the bargaining unit shall be removed from the Local 250 seniority list, and if returned to the bargaining unit, will not be credited with the time spent outside the bargaining unit when their seniority is being computed.
- 5.09** Seniority lists for regular and temporary employees shall be posted as of January 1st and July 1st of each year and copies filed with the Union. These lists will indicate name, occupational classification and seniority date.

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

- 5.10** Temporary employees shall not become regular employees until Article 9.02 - Job Posting has been complied with.

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

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

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

ARTICLE 6 – LEAVE OF ABSENCE (continued)**6.01 (continued)**

- i. The following definitions are in effect for the purposes of Article 6.01 only:
 - (1) **Representative of the Union** shall mean any of the following positions, in the numbers as indicated. The Union will provide the names of the incumbents and the Corporation will be entitled to rely on the most recent information provided by the Union.
 - (a) President (one);
 - (b) Vice President (one);
 - (c) Grievance Chairperson (one);
 - (d) Secretary (one);
 - (e) Treasurer (one);
 - (f) Stewards (four); and
 - (g) Health and Safety Committee representatives in the number recommended by the Committee and approved by the Corporation.
 - (2) **Approved attendance** shall be those representatives as listed below for the meetings between the parties indicated:
 - (a) Grievance meetings for Step 1, one of the following, for Steps 2 and 3, all of the following:
 - (i) President or designate;
 - (ii) Grievance Chairperson;
 - (iii) Steward.
 - (b) Direct negotiation meetings for renewal of this Collective Agreement:
 - (i) President;
 - (ii) Vice-President;
 - (iii) Grievance Chairperson;
 - (iv) Secretary; and
 - (v) Treasurer.
 - (c) Joint meetings of the Health and Safety Committee:
 - (i) Representatives in the number recommended by the Committee and approved by the Corporation.
 - (d) Meetings of the Labour/Management Committee:
 - (i) Five (5) representatives, one of whom is the President.
 - (e) All other meetings, attendance as agreed by the parties.

ARTICLE 6 – LEAVE OF ABSENCE (continued)

6.01 i. (continued)

- (3) Qualifying meetings shall be those meetings between the parties indicated in 6.01 i. (2) above.
- j. All Leaves of Absence and Claims for Payment will be recorded on an appropriate form. In all cases the representative of the Union will be required to indicate the reason for the requested leave or reason for attendance at a qualifying meeting. The information to be provided is as follows:
 - (1) the general purpose for the request or meeting;
 - (2) the estimated duration of the leave or meeting; and
 - (3) the location of the meeting if on Corporation premises.

6.02 Union Business – Leave of Absence – Union Paid

Leave of absence without pay and without loss of seniority or occupational classification will be granted to any employee who requests such a leave to attend Union functions or for the purposes of the Local Union. The Union agrees that leave of absence for Union functions granted by the Corporation under Article 6.02 will not be used for the purposes of any strike, slowdown or stoppage of work as noted in Article 24.01. The Corporation will continue payment of the employee's wages and benefits during such leave of absence and will recover the costs from the Local.

6.03 Personal Leave of Absence

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

6.04 Emergency Leave of Absence

- a. When an emergency occurs in an employee's family, an employee may be allowed up to one (1) day off with pay to deal with the emergency. It shall be the responsibility of the appropriate Manager or their designate to authorize or withhold payment for such day off.
- b. "Emergency in an employee's family" shall be defined as being totally unforeseen and requiring immediate attention as well as:
 - (1) being potentially life threatening to:
 - (a) a family member as defined in Article 6.05; or
 - (b) someone living permanently in the employee's home

ARTICLE 6 – LEAVE OF ABSENCE (continued)

6.04 (continued)

- (2) or, requiring immediate relocation of those living permanently in the employee's dwelling due to the dwelling becoming uninhabitable. In such case up to three (3) hours will be payable.
- c. "Emergency in an employee's family" shall not be defined to include time for the employee to rest following an emergency.
- d. Notwithstanding the above or in extenuating circumstances application may be made by the employee and, at management's discretion, will be considered on its merits.

6.05 Bereavement Leave of Absence

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

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

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

- e. Where the burial takes place outside of the initial bereavement leave period the employee may save the last day of the bereavement leave to attend. Provided the employee was scheduled to work, such day shall be paid.
- f. The President of the Local or their appointee will be allowed up to one day off, with pay, to attend the funeral of a member of the bargaining unit.

6.06 Pallbearers Leave of Absence

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

ARTICLE 6 – LEAVE OF ABSENCE (continued)

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

6.08 Elected Higher Union Office – Leave of Absence

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

6.09 Pregnancy and Parental Leave

- 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.

6.10 Jury and Witness Duty – Leave of Absence

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

6.11 Family Leave

Where the medical condition of a family member as defined in the Employment Standards Act (Family Responsibility Leave Section), requires the employee to be absent from work to care for such family members, a personal leave of absence will be granted upon request and will be administered in accordance with article 18.04(a).

ARTICLE 7 – REPRESENTATION

- 7.01** The Union shall have the right to appoint or elect and the Corporation shall recognize the Shop Stewards who shall be chosen to represent various departments or groups of workers as decided upon by the Union. From the Union, a committee of three (3) employees shall be appointed or elected to be known as the "Grievance Committee". It shall be the duty of the Grievance Committee to negotiate the satisfactory settlement of all grievances in accordance with the Grievance Procedure, as herein set forth. The Corporation shall be advised, in writing, the names of the Grievance Committee, appointed or elected. The Union will further submit to the Corporation the names of the Stewards and the departments they represent and the Corporation will recognize such appointed or elected representatives of the Union Executive.
- 7.02** Employees shall have the right at any time to have the assistance of a representative of the local union and/or the Canadian Union of Public Employees who shall have access to the Corporation's premises on notification to the office of the appropriate Manager or their designate, in order to investigate or assist in negotiations of a dispute.
- 7.03** Meetings shall be held at a mutually agreeable time.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

STEP 3 Step 3 of the grievance procedure is mediation at the request of either party. If the parties at this step are unable to reach a satisfactory settlement, the matter may be taken to arbitration. No person acting as a mediator at this Step shall be appointed as an Arbitrator at Step #4 without the consent of both parties. The cost of the mediator shall be shared by the Union and the Corporation.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE (continued)

- 8.02** Acceptance or rejection of decisions under any of these steps shall be notified in writing to the other party. Copies to the Union will be sent to the Grievance Chairperson or their designate.
- 8.03** Notification of intention to proceed to arbitration shall be given in writing to the other party within sixty (60) days of the decision rendered at Step 2 or Step 3 if utilized.
- 8.04** An arbitration board or single arbitrator shall have no power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any other provisions set out in the Agreement or substitute any new provision for an existing provision.
- In the event of arbitration, each party shall be responsible for the expenses of their own appointee and also for an equal share of the fees and expenses of the Chairperson. If, after negotiation or arbitration, it is established that an employee has been improperly disciplined or discharged, they shall be reinstated and consideration of their grievance shall include compensation for time lost, if any.
- 8.05** No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 8.06** No employee or group of employees other than the Grievance Committee shall take any grievance to the City Council or representatives thereof.
- 8.07** In this Article, the term "working days" shall exclude Saturdays, Sundays, and Paid Holidays.
- 8.08** The disciplinary record of an employee shall not be used against them at any time after eighteen (18) months following the imposition of the discipline and the discipline letters shall be removed from their personnel file thereafter. An exception to this is where an employee has been presented with a final written warning or suspension which has not been overturned by the grievance or arbitration procedure, in which case twenty-four (24) months shall apply.

Effective June 21, 2021, for any discipline issued after June 21, 2021:

The disciplinary record of an employee shall not be used against them at any time after eighteen (18) months actively at work following the imposition of the discipline and the discipline letters shall be removed from their personnel file thereafter. For clarity, employees shall not be considered actively at work if they are on a leave of absence for more than sixty (60) calendar days.

ARTICLE 9 – JOB POSTING

9.01 Temporary vacancies in any job or grade shall not be considered as vacancies that are caused by the absence of the incumbent due to sickness, injury, vacation, leave of absence or absenteeism. When the Corporation determines that operational needs require that the temporary vacancy be filled, such temporary vacancies will be offered to the senior employee within the same area of responsibility qualified to fill the vacancy. If the vacancy exists for more than fifteen (15) days, the Union and the Corporation will confer and decide whether the job will continue as a temporary vacancy or be posted as a regular vacancy.

9.02 On approval of the City Manager, subject to the provisions of Article 9.04, all regular job vacancies in existing or newly created positions that fall within the scope of this Agreement will be posted in a conspicuous place in all departments for a minimum of seven (7) working days for the purpose of enabling regular employees to apply before other applications are considered. Special consideration will be given to any employee who was on sick leave or approved time off for the entire seven (7) working days, providing the employee applies to Human Resource Services within seven (7) working days following the posting period.

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

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

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

9.03 Any employee selected through the job posting procedure shall be allowed up to thirty (30) calendar days during which time they shall be on a trial period in the new position. Within this period, the employee may voluntarily return or be returned by the Corporation to the position formerly occupied without loss of seniority.

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

9.04 Any employee who is no longer capable of performing the required duties of their position by reason of disability, may be placed in a suitable position, when such a position is available, by the Director of Human Resource Services without posting the position as required in Article 9.02. The rate of pay for such positions

ARTICLE 9 – JOB POSTING**9.04 (continued)**

will be as established for that classification in this Agreement. The Local 250 Executive will be consulted prior to any placements being made under this Article.

Should a regular full-time employee with a disability be required to be accommodated within this bargaining unit who came from CUPE Local 251, such employee shall bring their seniority with them.

9.05 Under-filling

The parties recognize the importance of providing training to all members of CUPE Local 250 to maintain a versatile workforce. At the discretion of the employer, where a regular full-time employee applicant to a job posting is considered unqualified the Corporation may reasonably choose to under fill. Such applicants may then, at the Corporation's discretion be reconsidered and the applicant that most closely meets the ability and qualifications required for the position, may be considered. Such successful applicant may at the Corporation's discretion be paid at the appropriate classification until such time the Corporation deems the applicant to be fully qualified, provided the employee is not paid below their current rate of pay.

This article is not intended to impede the Corporation's ability to seek and hire external applicants and may also be applied to unqualified external applicants. This article does not require the employer to consider under filling prior to going external. The employer agrees not to administer this article in an arbitrary or discriminatory fashion.

Performance reviews for employees in under fill 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. At the Corporation's discretion, the Corporation will assist the employee with any training or development that may be required.

9.06 In order to provide total flexibility among the full-time flexible labour pool, the qualifications will be diverse amongst the successful candidates. These positions will perform various job functions associated with all positions throughout Operations Services. Assignment of daily roles outside of the division will be offered in seniority order to those with the skills and ability to perform the work.

9.07 Recognizing the diversified qualification requirements for the Flexible Labourer pool position, the Corporation undertakes to give every consideration to establish or assist with training for these employees. This will prepare them to meet all qualification requirements in order to provide for a totally flexible labour pool. At managements' discretion, labour pool employees may be utilized to allow preference to be given to other full-time employees in job assignments and training based on operational requirements.

ARTICLE 9 – JOB POSTING

9.08 Job Posting Applications – CUPE #251 and CUPE #3760

The Corporation undertakes to accept applications for vacancies posted for regular positions from employees covered by the Corporation/CUPE #251 Collective Agreement and Corporation/CUPE #3760 Collective Agreement. Such applications will be considered only after all contractual obligations to employees covered by this Collective Agreement have been met. This undertaking shall not be construed so as to impede the Corporation's ability to advertise, test, interview, select or fill vacancies from outside of this bargaining unit. Employees of either bargaining unit will not have the right to grieve under this undertaking.

ARTICLE 10 – WAGES

- 10.01** The occupational classifications and the corresponding hourly wage rates set out in Appendix "A", attached to this Agreement, are hereby established as the classifications and hourly wage rates for the employees covered by this Agreement. The maximum hourly rate will be paid to employees who have completed their six (6) months except where a longer progression scale is otherwise provided in Appendix "A".
- 10.02** 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.
- 10.03**
- a. An employee required to relieve in a classification of higher grade for a period greater than four (4) hours, will receive the maximum rate for the classification in which they are relieving for the full period of the relief. Such relief work, when operationally required, will be offered to the senior qualified employee(s) in a lower rated position from amongst those employees who normally perform the work. If no qualified employee(s) is available from amongst those employees who normally perform the work, then the offer shall be made to the senior qualified employee(s) in the Branch concerned.

When an employee is detailed to relieve in a position of lower rating for any period, they shall maintain their regular rate of pay while so assigned.
 - b. When deemed necessary by the Corporation, an employee designated to relieve in a Supervisor position shall receive a rate adjustment of one dollar and twenty-five cents (\$1.25) per hour on their basic wage.
- 10.04** When a new job classification is created, the rate of pay for the job will be determined by consultation between the Department Head, Director of Human Resource Services and the Union. The criteria for establishing the rate will be the job content and qualifications required of the incumbent evaluated in relation to rates for existing jobs of similar kind and class.

ARTICLE 11 – HOURS OF WORK

Regular and Temporary Employees

11.00 Work schedules for regular employees shall be posted fifteen (15) days in advance of their effective date on the bulletin boards in the area where the employees work, although the schedules may be subject to change according to operational requirements. Notwithstanding the above, revisions to the schedules may be made subject to mutual agreement of the employee and the supervisor.

Flexible Labourers will be provided ten (10) working days' notice of a shift schedule change when it impacts an individual's shift schedule (hours of work), except where the shift change is plus or minus one (1) hour. Notwithstanding the above, revisions to the schedules may be made subject to mutual agreement of the employee and the supervisor.

Work schedules for regular employees within the Recreation and Culture Services, Facilities Operations Division will be posted to the end of the year following the March 31st preferred vacation submission and will be subject to change according to operational requirements and will follow the timelines as outlined in the paragraph above.

The normal hours of work and work schedules are outlined in Appendix "D".

11.01 The normal work week for all employees, except those covered under Articles 11.02, 11.03, 11.04 and 11.05 a, b and c, will be forty (40) hours per week consisting of five (5) shifts from Monday to Friday, of eight (8) hours each, scheduled between the hours of 7:00 a.m. to 5:00 p.m.

Hours of work for all employees include a one-half (½) hour paid eating period to be taken on the job site. Where restroom facilities are required and not available on the job site, the nearest off-site facility, preferably corporately operated, will be used.

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

Where operational needs arise, the normal hours of work may temporarily be rescheduled to commence as early as 6:00 a.m. Notification of a revised start time must be given to the employee when it comes to the attention of the supervisor or where practicable, but in any event before the end of the shift.

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

The normal work assignment for employees of the Arenas/Pools Operations and Civic Recreation Complex Operations will be forty (40) hours a week consisting of five (5) shifts of eight (8) hours. As required by the employer, the shifts could be scheduled as day, afternoon or night shift. For scheduling purposes, the work week

ARTICLE 11 – HOURS OF WORK (continued)**11.02 (continued)**

will begin at 12:01 a.m., Sunday and end at midnight Saturday. For the convenience of scheduling, the normal weekly hours may be exceeded, without payment of overtime, providing the hours scheduled for other weeks are correspondingly less.

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

11.03

a. The normal hours of work for:

- (i) Employees of the Parks Services Division, excluding Park and outdoor Pool Attendants with hours of work per Article 11.04, will be 7:00 a.m. to 3:00 p.m.
- (ii) Employees assigned to Union Cemetery with hours of work per Article 11.01, will be 8:00 a.m. to 4:00 p.m.

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

b. The hours of work for the Working Foreperson and Lead Hands - Lakefront West, Lakeview Park and Civic Fields while assigned to those facilities, shall be as set out in Parks Appendix "D". In the event of a reassignment to any other facility or area, whether permanent or temporary, the hours of work shall be as provided for in Articles 11.01 and 11.03 (a)(i). and Appendix "D".

11.04

Park and outdoor Pool Attendants will work eight (8) hour shifts. These shifts will be scheduled between the hours of 7:00 a.m. and 12:00 Midnight for Park Attendants and 6:00 a.m. and 12:00 Midnight for Outdoor Pool Attendants, depending on the operational needs of the facility. Normal working hours, when no events are scheduled, will be an eight (8) hour shift between 7:00 a.m. and 5:00 p.m.

11.05

a. The normal work assignment for employees in the Waste Collection area will be forty (40) hours a week, consisting of five (5) days from Monday to Friday of eight (8) hours each, scheduled between the hours of 7:00 a.m. and 3:00 p.m., except for the route assignment in the Central Business District wherein the eight (8) hour shift may be scheduled to commence between 5:30 a.m. and 7:30 a.m.

b. The normal work assignment for employees in the Fleet Services Section will be forty (40) hours a week consisting of five (5) days from Monday to Friday of eight (8) hours each, scheduled between the hours of 7:00 a.m. and 12:00 a.m.

c. In the period on or about the second Friday of November to the first Monday in April annually, shift work may be scheduled in Road Operations Services of the Community Services Department on the following basis:

ARTICLE 11 – HOURS OF WORK (continued)**11.05 (continued)**

- (1) Only employees who have volunteered or who have applied for and been selected for their position, with the explicit understanding that Article 11.05 c. applies to the position are eligible.
- (2) Shifts may be scheduled in the period from 23:00 hours Sunday to 23:00 Friday.
- (3) Shifts, other than day shifts under Article 11.01, may commence between 3:00 p.m. and 1:00 a.m. and will end eight (8) hours later between 11:00 p.m. and 9:00 a.m., as the case may be.
- (4) Shifts are a straight eight (8) hours each.
- (5) The provisions of Article 11.00 apply to shift schedule changes under Article 11.05 c.

ARTICLE 12 – SHIFT PREMIUM

- 12.01** For regular employees and temporary employees, all eight (8) hour shifts commencing between 1:00 p.m. and 7:00 a.m. will receive shift premium for the full shift. Shift premium will be one dollar and sixty-five cents per hour (\$1.65 per hour).
- 12.02** All regularly scheduled work, performed on Saturday and Sunday, will receive shift premium. Shift premium will be one dollar and eighty five cents (\$1.85) per hour.

ARTICLE 13 – OVERTIME

- 13.01** The term "scheduled overtime" will apply to work performed after and not continuous from normal working hours. Such overtime will be distributed by seniority among those normally performing the work. Employees directed to work scheduled overtime will be paid at overtime rates for the hours worked and will be paid for a minimum of two (2) hours.
- 13.02** The overtime rate is one and one-half (1½) times straight time. Work performed on Sunday, or in the case of employees assigned to a seven (7) day rotating shift schedule, the second scheduled day off, will be paid at double time for such hours as are authorized in advance by the Supervisor.
- 13.03** Work performed in excess of the normal eight (8) hours per day or forty (40) hours per week will be considered as overtime. Work in excess of the normal work day or week that results from a regularly scheduled shift change, will not be considered as overtime.

ARTICLE 13 – OVERTIME (continued)

13.04 Employees of departments where a seven (7) day rotating shift schedule is in operation who are engaged in winter control activities in Operations Services will be compensated for overtime at the rate that is applicable to Operations Services employees.

13.05 Overtime worked on Operations Services Winter Call Board shall not be included in the normal overtime worked by the employee in their normal activities of work.

13.06 Time Off in Lieu of Overtime

Regular employees covered by this Agreement may elect to take time off in lieu of payment for overtime worked, to a maximum of 140 hours in twelve (12) months.

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

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

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

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

13.07 When an employee, who is already at work and is required to continue to work in excess of three (3) hours beyond their scheduled hours, the employee shall be paid a meal allowance in the amount of twelve dollars (\$12.00)

ARTICLE 14 – STAND-BY AND CALL-OUT PAY

Stand-By

14.01 An employee designated to stand-by during other than normal working hours will receive stand-by pay. Stand-by pay will be twenty-four dollars (\$24.00) per day.

Employees on stand-by shall be immediately available at all times by direct telephone contact and be in condition to perform the work fully. Employees on standby shall provide to the employer current contact information and must respond within fifteen (15) minutes of receiving a call and attend work within 60 minutes from being called. If an employee cannot be reached, fails to report after being reached, or does not report in the time period stated above, their stand-by pay for that day shall not be paid and the employee shall be subject to disciplinary action unless they have made proper arrangements for a suitable replacement and informed their supervisor beforehand. Furthermore, if they are unavailable for more than two (2) days when called during the same week, they will lose the full week's stand-by pay unless they have worked overtime other days of that same week, in which case they will be paid stand-by for only those days on which overtime was worked.

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

Call-Out

14.02 Employees called out for duty in excess of their regularly scheduled work-day or week will be paid at overtime rates for all time worked. Employees will receive a minimum of three (3) hours at overtime rates for each call-out.

14.03 Additional or successive call-outs commencing and concluding within the three (3) hour period shall be regarded as part of the original call out. Employees on call out will revert to their regular wage rate if the call out overlaps their regular scheduled shift.

Operations Services Winter Call Board

14.04 The Union acknowledges that overtime work is an integral part of the responsibility of employees.

A Winter Call Board for stand-by shifts shall be established at the commencement of each winter season on or about the second Friday of November, relative to Article 11 in order to ensure an efficient and effective Winter Maintenance Program. Effective the 2015/2016 season, services on the Winter Call board shall be mandatory for Roads Operations and Parks Operations Services employees. The Corporation shall solicit volunteers from outside the Operations Services for the Winter Call Board by posting the schedule and notifying the Union at least fifteen days prior to the beginning of the stand-by shifts.

ARTICLE 15 – NO PYRAMIDING OR DUPLICATING

- 15.01** Shift premium, overtime, stand-by or holiday pay, or any of them, will not be pyramided or duplicated for the same hours under any conditions of this Agreement. It is understood by the parties that this clause is intended to mean that an employee may not claim two (2) of the same payments (shift premium, overtime, stand-by or holiday pay) at the same time. i.e. stand-by pay from one area while claiming stand-by pay in another area.

ARTICLE 16 – PAID HOLIDAYS

- 16.01** Temporary employees and all probationary and regular employees shall be entitled to the following paid holidays:

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

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

Christmas Eve
New Year's Eve
Remembrance Day

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

- 16.02** All work performed by employees on such holidays, shall be paid at the rate of one and one-half (1½) times the normal rate of pay, in addition to pay for the holiday, subject to Article 16.01. Double time shall be paid in addition to holiday pay for all hours work on Christmas day, New Year's Day and Good Friday.
- 16.03** All employees assigned to operations other than the normal (7:00 A.M. to 5:00 P.M.) Monday to Friday day shifts, as spelled out in Article 11, may be required to work on paid holidays and on weekends as part of their regularly scheduled shifts and as such shall not be subject to the provisions of Article 16.05 (c).
- 16.04** If a paid holiday occurs on a day off for any employee, the employee shall receive eight (8) hours straight time pay in lieu of such holiday or subject to the efficient operation of the department and mutual agreement between the employee and employer, another day off in lieu of such holiday.
- 16.05** a. To be eligible for paid holiday pay, an employee must work their full-scheduled shift immediately preceding and their full-scheduled shift immediately following the holiday unless otherwise mutually arranged.

ARTICLE 16 – PAID HOLIDAYS (continued)**16.05 (continued)**

- b. An employee shall not be eligible for paid holiday pay if they fail to work on the holiday after having been scheduled to do so, unless otherwise mutually arranged before the commencement of shift.
- c. When any of the above named holidays, (except Canada Day) falls on a Saturday or Sunday, the holiday shall be moved to the nearest working day not previously recognized as a paid holiday or to such other day as may be mutually agreed upon by the parties. It is understood that any premium payable for working on a paid holiday shall not apply to such Saturday or Sunday.
- d. When the Canada Day holiday falls on a Saturday or Sunday, the holiday will be observed on the Monday following.

ARTICLE 17 – VACATION WITH PAY

- 17.01** All regular employees will receive vacation with pay in accordance with the following schedule:

Effective January 1, 2018:

All regular employees will receive vacation with pay in accordance with the following schedule:

- Less than one (1) year of service – one (1) day per month of service to a maximum of ten (10) days.
- One (1) to four (4) years of service – two (2) weeks and three (3) days.
- Four (4) years, but less than eight (8) years of service – three (3) weeks.
- Eight (8) years, but less than thirteen (13) years of service – four (4) weeks.
- Thirteen (13) years, but less than fifteen (15) years of service – four (4) weeks and three (3) days.
- Fifteen (15) years of service, but less than twenty-two (22) years of service – five (5) weeks.
- Twenty-two (22) years, or more years of service – six (6) weeks.

- 17.02** a. Vacation entitlement is based on length of service.

Effective January 1, 2018:

The employee will become eligible for the increased entitlement in the year in which their first, fourth, eighth, thirteenth, fifteenth, and twenty-second anniversary falls.

ARTICLE 17 – VACATION WITH PAY (continued)**17.02 (continued)**

- b. Where an employee is absent from work for more than six (6) continuous months as a result of illness or injury, the annual vacation entitlement as defined in Article 17.01 shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of six (6) months.
- c. Where an employee is absent for over thirty-one (31) calendar days on a leave of absence granted under Article 6.03, 6.08 or 6.09, the vacation entitlement for the current year shall be prorated to the nearest one-twelfth (1/12).

17.03

- a. A temporary employee with less than thirty-six (36) months of accumulated service will receive vacation pay entitlement equal to four percent (4%) of their earnings in the current year.
- b. A temporary employee with thirty-six (36) months of accumulated service will receive vacation pay entitlement equal to five per cent (5%) of their earnings in the current year.
- c. Effective the first pay period of 2012, temporary employees will receive vacation pay each pay period.

17.04

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

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

Effective January 1, 2010:

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

17.05

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

ARTICLE 17 – VACATION WITH PAY (continued)**17.05 (continued)**

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

Vacation will be submitted as outlined in paragraph one (1) above for employees in the Flexible Labourer pool position and will be approved and administered as a separate division with no more than one (1) person off at a time for the period between May 1st to October 31st. For the period of November 1st to April 30th, up to two (2) persons off based on operational needs.

17.06 Bereavement When on Vacation

Where an employee qualifies for bereavement leave during their 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.

17.07 An employee who is admitted to hospital or confined to their residence as a result of illness or injury occurring immediately prior to their scheduled vacation shall have their vacation rescheduled. Eligibility shall require a medical certificate stating the inclusive dates the employee was unable to perform their duties. The provisions of Article 18.04 (b) and (c) shall apply.

17.08 If an employee falls ill or has an accident during their vacation period, they shall be allowed to utilize their unused sick leave credits, when approved, subject to the following procedure:

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

ARTICLE 18 – EMPLOYEE BENEFITS

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

ARTICLE 18 – EMPLOYEE BENEFITS (continued)

Coverage includes unmarried children up to and including age twenty-five (25) who are in regular full-time attendance at an accredited institute of learning and primarily dependent on the employee for support.

- 18.01**
- a. Medical and hospital services as provided by the Health Insurance Act, 1972.
 - b. **Semi-private** coverage for hospital care.
 - c. **Extended Health Care Plan** covers all eligible charges in excess of \$10 (single) and/or \$20 (family) deductible per calendar year for all prescription drugs, private-duty nursing, semi-private hospital coverage, etc. Effective January 1, 2006, the overall maximum is increased to \$17,500 every three (3) consecutive years. Effective January 1, 2012, the overall maximum is increased to nineteen thousand and five hundred dollars (\$19,500).

Effective January 1, 2005:

- Eligible prescription drugs: generic drugs only, unless the physician specifically directs in writing that there is to be no substitution;
- Licensed massage therapy benefit (no physician recommendation is required) is increased to a maximum benefit of seven hundred dollars (\$700.00) effective May 29, 2014.
- Hearing Aids, to a maximum payment of \$500 per insured in any twenty-four (24) month period. Effective June 18, 2007, the maximum payment is increased to \$1,000 per insured in any twenty-four (24) month period.
- Registered Paramedical Practitioners: maximum \$400 per practitioner per individual per calendar year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of \$800 per person per benefit year. For clarity, plan members may combine the total value of any two services (Osteopath, Chiropractor/Podiatrist and Speech therapist) until the total value of these paramedical services are exhausted for the benefit year. Once the value of any two paramedical services are combined into one benefit, the plan member forfeits the other service for the benefit year.
- Services of a Chiropractor to a maximum of \$500 per individual per calendar year.
- Effective June 21, 2021, the maximum for Psychologist, Master of Social Work or Clinical Counselor is seven hundred and fifty (\$750.00) per practitioner per individual per calendar year, with no visit limit.
- 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.
- Services of a Naturopath, Nutritionist and/or Dietitian is to a maximum benefit of seven hundred (\$700) per individual per calendar year.
- Effective June 25, 2018, Erectile Dysfunction therapy is an eligible expense for employees to a maximum benefit of five hundred dollars (\$500) per calendar year.

ARTICLE 18 – EMPLOYEE BENEFITS (continued)**18.01 (continued)**

- d. **Optical Expense Benefit** – (This benefit can be applied to elective laser vision corrective procedures.) To provide up to a maximum payment of five hundred dollars (\$500) per insured in any twenty-four (24) month period or, after a 12 month period where there has been a change in the prescription. Effective June 21, 2021, the maximum payment is five hundred and fifty (\$550.00) per insured in any twenty-four (24) month period or, after a twelve (12) month period where there has been a change in the prescription. In addition, coverage for one (1) eye examination every twenty- four (24) months is allowed.
- e. (1) **Group Life Insurance** coverage is equal to two (2) times basic annual salary rate rounded to the next higher \$100. For employees working at age 65 and over, life insurance coverage is \$4,000.
- For employees retiring after September 1, 1986, at age sixty-five (65) coverage is reduced to three thousand dollars (\$3,000) and the retiree pays the premium to maintain coverage.
- (2) **Accidental Death and Dismemberment Insurance** coverage is equal to two (2) times basic annual salary rate rounded to the next higher \$100. Upon retirement, coverage is cancelled.
- f. (1) **Dental Plan** – 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. Effective January 1, 2012, this benefit will be based on an automatic one (1) year lag in the application of the current ODA Suggested Fee Guide. Effective June 21, 2021, enamel fillings for all teeth.

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, 1999, subject to fifty per cent (50%) co-insurance with an annual maximum of one thousand, five hundred (\$1,500) per insured.

Effective October 1, 2001, subject to fifty per cent (50%) co-insurance with an annual maximum of two thousand (\$2,000) per insured.

ARTICLE 18 – EMPLOYEE BENEFITS (continued)**18.01 f. (continued)**

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

Level IV - Orthodontic Services

Effective May 29, 2014, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of three thousand dollars (\$3,000.00) per insured.

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

- (2) All employees will be eligible for items (a), (b), (c), (e) and all regular employees will be eligible for items (d) and (f) after three (3) consecutive months of service.

- g. **Long Term Disability** - The Corporation agrees to provide a Long Term Disability Plan for all eligible regular employees. This plan is subject to all the conditions as agreed by Local 250 CUPE and approved by City Council on February 4, 1974. LTD benefits begin after one hundred and eighty (180) days. Employees who have a sufficient sick bank may choose to extend sick leave for an additional six (6) months (up to a maximum of twelve (12) months total) prior to the start of LTD. Remaining banked sick credits will be frozen when LTD begins and reinstated when the employee returns to work (no accumulation while on LTD).

Regular employees will be eligible for coverage after six (6) consecutive months of service.

- h. (1) The Corporation agrees to assume one hundred per cent (100%) of the premium cost of Employee Benefits for eligible employees:

O.H.I.P.	Semi-private Ward Coverage
Extended Health Care Plan	Optical Expense Benefit Dental

- (2) Regular employees who are granted personal leave of absence without pay under Article 6.03 in excess of thirty-one calendar days or leave of absence under Article 6.08 may retain the following benefit plans provided the employee pays the full premium cost to the Corporation in advance of each month:

O.H.I.P.	Semi-Private Ward Coverage
Extended Health Care	Optical Expense Benefit
Dental Plan	Group Life & A.D.& D. Insurance

ARTICLE 18 – EMPLOYEE BENEFITS (continued)

18.01 (Continued)

- i. It is understood that the insured benefits described in this Article will not be reduced during the term of this Agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which will be supplied to the Union) or any statutory requirement.

Any dispute over the payment of benefits shall be adjusted between the employee and the Insurance Company, but the employer will use its best efforts to assist the employee in dealing with the Insurance Company.
- j. Each employee shall report any changes in marital status or increase or decrease in dependents without delay, and if failure to report any such changes results in any overpayment of premiums by the Corporation, the employee shall reimburse the Corporation in the amount of such overpayment.
- k. Employee Assistance Program (EAP), commencing June 1, 1998, for regular full-time employees, per Memorandum of Agreement dated July 16, 1997 and ratified by City Council April 20, 1998, with premium cost sharing at 60% Corporation and 40% employee, by payroll deduction. A joint Committee consisting of two representatives of the Corporation and one representative of the Local shall meet quarterly or as agreed and shall monitor the Program, co- ordinate publicity and education, maintain liaison with the provider and make recommendations to the Corporation regarding the program.
- l. Upon the death of a regular full-time employee, benefit coverage for the employee's spouse terminates at the end of the twenty-fourth month, and/or for dependents at the end of the twelfth month, following the month in which death of the employee occurs.
- m. Benefit Booklets shall be provided to all employees.

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

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

The employer and the employee contribute equally. The normal OMERS retirement date is the last day of the month in which the sixty-fifth (65th) birthday is reached.
- b. The Corporation agrees to enter into a Partial, Type 1 (75%) Supplementary Pension Agreement with the Ontario Municipal Employees Retirement Board effective April 1, 1986. This plan will increase the basic Ontario Municipal Employees Retirement System Pension Plan for past service with the Corporation prior to January 1, 1976, integrated with the Canada Pension Plan. The Corporation agrees to contribute one hundred per cent (100%) of the cost.

ARTICLE 18 – EMPLOYEE BENEFITS (continued)

18.02 (continued)

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

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

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

18.04 Sick Leave

- a. Effective June 21, 2021
 - (i) Sick leave credits will accumulate at the rate of one and one half (1 ½) days per month for each full month of employment for a maximum of eighteen (18) sick days per year.

- (ii) Up to four (4) sick leave credits of the eighteen (18) per year can be used for "Family Leave", upon request, where the conditions defined by the Employment Standards Act, "Family Responsibility Leave" require the employee to be absent from work.

The notification requirement of Article 18.04 (b) shall apply. "Family Leave" days have no monetary value upon termination and do not accumulate. To enable monitoring of the number of sick leave credits that are eligible to be used for Family Leave, the credits will continue to be reflected as a separate balance on the employee's paystub.

- (iii) Although "Family Leave" days do not carry over from year to year, at the end of each year or upon termination, unused Family Leave days will be credited to the employee's sick leave balances.
- b. Any employee absent through their own illness shall notify their supervisor of their inability to perform their duties due to sickness prior to the start of the shift or as soon as possible. No employee will lose entitlement for sick pay nor be subject to disciplinary action for failure to comply with the above where there are legitimate and reasonable circumstances which delay notification.
- c. An employee who is absent from work for more than three (3) consecutive working days shall provide their immediate supervisor with a certificate from a physician within seven (7) days from the commencement of their sickness or upon their 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.

ARTICLE 18 – EMPLOYEE BENEFITS (continued)

18.04 (continued)

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.

Effective June 25, 2018, an employee who is required by the Corporation to provide a doctor's note will be reimbursed up to a maximum of Twenty dollars (\$20) per doctor's note. An employee who is required by the Corporation to provide a Fit Form will be reimbursed up to a maximum of fifty dollars (\$50) per form. Reimbursement will be provided upon the Corporation receiving the receipt for the note or form.

- d. An employee making frequent use of their sick leave credits through short term absences may, at the discretion of the Manager, be given notice in writing, with a copy to the Recording Secretary of the Union, that in future they may be required to produce a physician's statement to substantiate any period of absence.
- e. Where an employee is absent on account of illness and their cumulative sick pay credit has been exhausted, they shall not receive sick pay credit for the month in which they were so absent.
- f. An employee shall not be entitled to sick pay in advance of any credit they may earn in the current month; such credit becomes available only on and after the first day of the following month.
- g. Whenever in any month an employee's days of illness exceed their cumulative sick pay credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be charged as days of illness without pay.
- h. When an employee is given personal leave of absence without pay under Article 6.03 in excess of thirty-one (31) days or 6.08, or is laid off on account of lack of work and returns to the service of the employer upon expiration of such leave of absence, etc., they shall not receive credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave.
- i. The number of days or parts of days for which an employee received "sick pay" shall be deducted from their cumulative sick pay credit.
- j. Any or all of the unused portion of sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days and parts of days.

ARTICLE 18 – EMPLOYEE BENEFITS (continued)**18.04 (continued)**

- k. An employee shall not receive sick pay when eligible to receive compensation under the Workplace Safety and Insurance Act, due to injury sustained while on the payroll of someone other than the Corporation.

- l. Where an employee who is injured in circumstances in which they might be entitled to compensation under the Workplace Safety and Insurance Act, elects instead to claim against the third person, they shall, as a condition of receiving sick pay benefits as hereinbefore provided, undertake in writing to reimburse the Corporation out of the proceeds of any settlement or judgment upon such claim the amount of money equivalent to the value of such sick pay benefits, and upon their having made such reimbursement, their accumulated sick pay credits shall be restored accordingly.

- m. Effective May 11, 1986, an employee who is injured on duty where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, while off work, be advanced by the Corporation to the extent of available sick leave credits an amount equal to an estimate of the anticipated WSIB daily benefit to which the employee may be entitled, until such time as a ruling has been made by the Board upon the employee's claim. If the Board rules against the claim, the accumulated sick leave credits of the employee shall be reduced accordingly.

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

ARTICLE 18 – EMPLOYEE BENEFITS (continued)**18.04 (continued)**

- o. Sick leave credit gratuity upon termination applies only to employees who attained regular full time status in the bargaining unit prior to April 1, 1992.

- (1) Employees who attained regular full-time status in the bargaining unit prior to April 1, 1992, shall be entitled to sick leave credit gratuity upon termination for any reason. The gratuity is based on the employee's salary at 2021 salary rates and the amount payable shall be calculated by multiplying the number of days of sick leave standing to the employee's credit at termination times the applicable fraction in the chart below, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of salary at that time:

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

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

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

18.05 Sick Leave Plan – Temporary Employees

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

ARTICLE 19 – BENEFITS FOR RETIRED EMPLOYEES

19.01 a. Medical Benefits

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

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

EXTENDED HEALTH CARE (E.H.C.)

[Including Semi-private Hospital, Major Medical, Drugs, and Vision Care, subject to an overall maximum of \$12,500 every three (3) consecutive years. Effective June 18, 2007, an employee retiring on or after April 1, 2007, shall be entitled to an overall maximum of \$15,000 every three (3) consecutive years.]

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

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

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

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

- (2) To qualify for coverage the retired employee must be entitled to benefits under a Provincial medicare plan and shall provide the Corporation with a correct address at all times.
- (3) Similar benefit plans are not available to the retired employee from another employer.
- (4) The retired employee shall report any changes in marital status or number of dependants, and if benefits become available to the retired employee from another employer without delay, and shall reimburse the Corporation for the amount of any overpayment of premiums resulting from failure to report such changes.
- (5) (i) Voluntary cancellations must be properly documented at the Human Resource Services Branch.

ARTICLE 19 – BENEFITS FOR RETIRED EMPLOYEES

19.01 a. (Continued)

- (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) Effective June 18, 2007, upon the death of a retiree, benefit coverage for the retiree's spouse terminates at the end of the twenty-fourth (24) month following the month in which death of the retired employee occurs.
- (7) Such benefits will be subject to the terms and conditions of any governing master policy or statutory requirement. Any dispute over the payment of benefits shall be adjusted between the retired employee and the Insurance Carrier, however the Corporation will use its best efforts to assist the retired employee in dealing with the Insurance Carrier.
- (8) Any future enhancements or additions to the benefit plans will be at the discretion of the Corporation.
- (9) In respect of individuals who become eligible under a Provincial Plan, the Provincial Government Plan is the first payer and any charges for the Provincial Plan including deductible(s) and/or co-payment(s) will not be considered eligible for reimbursement under the City's Plan.

b. Group Life Insurance

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

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

Option B: \$10,000 at early retirement

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

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

ARTICLE 19 – BENEFITS FOR RETIRED EMPLOYEES**19.01 b (continued)**

- (i) Eligible retired employees who elect either Option A or Option B will be required to pay a portion of the premium cost, monthly, in advance. The Corporation will share, on a 50-50 basis, the cost of the billed premium up to age sixty-five, at which time coverage will reduce to \$4,000 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 18.06 a. sub-sections (1), (5), (7) and (8) apply to Article 18.06 b.

ARTICLE 20 – WORKING CONDITIONS

- 20.01 a.** Special clothing and equipment such as rain apparel (suits and boots), mitts or gloves, safety helmets, liners, fluorescent caps and vests, safety goggles, life jackets, and protective hearing equipment shall be provided to employees when necessary in the opinion of the appropriate Manager or their designate, but such clothing and equipment shall remain the property of the City and shall be properly marked to show that it is City property.
- b.** The Corporation will provide each regular employee with an annual issue of uniform clothing. Once annually employees may order items from the following list to a maximum value of one hundred fifty (150) points. Once annually, temporary employees who have recall rights may order items from the following list to a maximum value of eighty (80) points. Points do not accumulate nor carry over to subsequent years. The Corporation may approve each order so that a reasonable standard of uniform dress is achieved. Maintenance, cleaning and alteration of the clothing issue are the responsibility of the employee. This article shall not be construed to restrict the issue of uniform clothing to employees not covered by, or in quantities beyond these provisions, at the Corporation's discretion. The Corporation has agreed to the uniform colour to be blue on a go forward annual replacement basis.

ARTICLE 20 – WORKING CONDITIONS**20.01 b. (continued)**

Item	Point Value	Item	Point Value
Sweatshirt	16	Trousers (100% cotton)	27
Hooded Sweatshirt	22	Winter Parka	65
Golf Shirt	13	Winter Parka – High- Visibility *	65
T-Shirt – Short Sleeve	8	Winter Vest	25
T-Shirt – Long Sleeve	12	Lined Jacket	30
T-Shirt – High Visibility *	25	Unlined Jacket	25
Wide Brimmed Hat	5	Lined Nylon Squall Jacket	29
Winter Toque	5	Trousers	18
Cap	5	Shirt – Long Sleeve	18
Spring/Fall Bomber – High Visibility*	25	Shirt – Short Sleeve	18
		Turtleneck Shirt	23
Winter Bomber	54	Oxford Shirt - long	24
Oxford Shirt – short	23	Cargo Pants	29
Lined pants	29		

* “High Visibility” uniform clothing will only be available to staff working within the road allowance:

Dri-Fit clothing shall be made available. The use of Dri-Fit clothing may be restricted in positions due to safety issues as designated by the employer. Wherever possible and cost effective, clothing shall be made in Canada. Should the Employer in future change the colour of clothing, employees shall be permitted to continue to wear their existing clothing until such time as replacement is needed or provided by the Employer.

c. Safety Footwear

All employees must supply, wear and maintain, C.S.A. approved safety footwear. The type of footwear to be worn shall be designated by the Department Head or their delegate. Regular employees will be allotted two hundred and eighty dollars (\$280) per annum effective with the 2018 payment for safety footwear. Payment will not be made:

- (1) other than with the issuance of a regular pay;
- (2) where an employee works fewer than 120 days in the calendar year; or
- (3) where an employee is excused from wearing regular safety footwear for acceptable medical reasons.

ARTICLE 20 – WORKING CONDITIONS**20.01 (continued)**

- d. The appropriate clothing and equipment issue and required safety footwear must be fully worn by the employee during working hours. Any employee found not complying with the above shall be immediately suspended from work without pay until they comply with the requirements of this clause.

20.02 Skilled tradespersons will be supplied with required tools to perform their duties, but such tools shall remain the property of the City and shall be properly marked to show City ownership.

20.03 The Corporation agrees to inoculate employees who regularly work on Sewer Cleaning, Waste Collection with polio and tetanus shots.

20.04 Joint Health and Safety Committee

- a. The Corporation and the Union shall co-operate in continuing and perfecting the safety measures now in effect and improving rules and practices which will provide adequate protection and safety to all employees.
- b. In accordance with the City of Oshawa Joint Health and Safety Committees Terms of Reference as amended from time to time, a Joint Health and Safety Committee (JHSC) shall be established and the Corporation and the Union shall each appoint representatives thereto. The JSHC bargaining unit members shall be appointed by the Union.
- c. There shall be equal representation from both parties at the meeting unless otherwise agreed to by the parties.
- d. The JHSC(s) shall:
 - Review the terms of Reference annually
 - Conduct workplace inspections monthly or otherwise as agreed to by the JHSC.
 - Identify potential dangers and hazards including incidents of violence and be involved in all health and safety inspections and testing as required.
 - Review all health and safety incidents and recommend means of improving health and safety programs
- e. Minutes of all Health and Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Corporation and the Union and be posted.

ARTICLE 20 – WORKING CONDITIONS (continued)**20.04 (continued)**

- f. Time off for such representatives to attend meetings, prepare for meetings, attend training, conduct inspections or investigations of the JHSC, shall be granted and shall be paid at their regular or premium rate that applies. Bargaining unit members of the JHSC shall be allowed one (1) hour preparation time prior to any JHSC meeting or such longer time as may be agreed by the committee from time to time.
- g. The JHSC(s) will be provided such information and assistance as may be required for the purpose of carrying out any inspection or otherwise required by the OHSA.
- h. A representative shall have power to identify situations that may be a source of danger or hazard to employees and make suggestions to the JHSC(s).
- i. The City will provide for all required Health and Safety training for City Employees.
- j. The Union agrees to co-operate to obtain the full co-operation of its membership in the operation of all safety rules and practices.
- k. Where the Corporation determines there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees will be provided with personal protective equipment reasonably necessary for their protection.

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

ARTICLE 21 – GENERAL

21.01 Wherever a gender specific term is used in this Agreement, it shall be considered to include all expressions of gender identity wherever the context so requires.

21.02 This Agreement shall not prevent an employee from receiving a higher rate of pay than this Agreement calls for in consideration of their superior knowledge or ability.

21.03 Excluding unpaid meal periods, the Corporation grants one (1), ten (10) minute rest period on the job site during each four (4) hours of work. The time at which these rest periods are to be taken is at the discretion of the immediate supervisor. When the shift includes a paid meal period, the second rest period is eliminated.

21.04 It is agreed and understood that all General Forepersons and Managerial Staff shall be essentially supervisors only, and their duties shall not be of such a nature as to require them regularly to do work which would normally be done by an employee eligible for the bargaining unit.

ARTICLE 21 – GENERAL (continued)

21.05 Where students are employed by the Corporation during the summer school break, (i.e. the period between April 15 and September 15) they shall be considered as student employees for the full period of their employment. No students shall be hired if any member of the bargaining unit who has achieved seniority, has been laid off nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority. Any students hired shall not achieve seniority under this Agreement notwithstanding their length of service in any year or their accumulation of length of service in any number of years. Students shall not be entitled to those benefits set forth in Article 6 and Article 18 except as otherwise provided by the Ontario Pension Benefits Act and the Ontario Municipal Employees Retirement System.

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

Effective April 1, 2009, students will be paid a step progression rate as follows:

1st year – 66% of occupational classification minimum rate

2nd year – 70% of occupational classification minimum rate

3rd year or greater – 75% of occupational classification minimum rate

Students will be entitled to the overtime and premium articles of this Agreement.

21.06 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.

21.07 The parties agree to a maximum of seven (7) part-time attendants to work no more than 24 hours per week at any Recreation Facility, evening and weekend shifts, or to cover for unforeseen absences. These regular part-time employees will be paid at the same hourly rate as a full-time employee.

Regular part-time attendants will be used to cover any shift change requests prior to changing a shift for any regular full-time staff member.

Any increase to this number will be taken to Labour Management for agreement, prior to any increase being implemented. Seniority shall be accrued as days worked and will be maintained on a separate list. Vacation to be four per cent (4%) of earnings. These regular part-time employees will receive vacation pay at a rate of five per cent (5%) after completing 3,450 hours or three (3) years of continuous service, whichever is less. Vacation pay to be paid on every pay period.

21.08 The Corporation will continue its current practice of reimbursing employees for the annual renewal costs of the Certificate "B", as long as it is still deemed a job requirement. Employees must post their certificates. Effective June 21, 2021, the employer shall reimburse each employee who is required by the City to maintain a DZ license up to \$125. Reimbursement covers one examination required by MTO based on age frequency specified by MTO. Receipt required as proof of completion. Employee's volunteering for the winter call board shall also be reimbursed for MTO examination(s) in accordance with this provision.

ARTICLE 22 – JOB SECURITY

- 22.01** 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 their job by technological change and/or the contracting out of work, the Corporation will take one or a combination of the following actions:
- a. Relocate the employee in another job in their area of competency, if such is available within the Corporation.
 - b. If (a) is not possible, but a position is available for which the employee could be retrained, assume responsibility for the retraining of the employee.
 - c. For employees within five (5) years of retirement, attempt to work out an early retirement arrangement that would be mutually acceptable to the employee and the Corporation.
 - d. If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide them with six (6) months' notice of termination and provide them with a separation settlement of two (2) weeks' salary per year of service.
 - e. No employee employed as at December 31, 2000, shall lose their employment as a result of a layoff while maintenance work now performed by employees presently covered by this Agreement is contracted out to an outside contractor.
 - f. Should there be any introduction of new equipment, and advanced training is necessary to meet technological changes that may take place within skilled trades classifications, the Corporation will extend such training to the senior employees in the skilled classifications involved, provided they are trainable.

ARTICLE 23 – SERVICE BONUS

- 23.01** A cash bonus will be paid on the pay day closest to December 15th each year to employees with long service.
- 23.02** The schedule on which the service bonus will be paid is as follows:
- | | |
|--|----------------|
| After 20, 21, 22, 23, 24 years of continuous service | \$208 annually |
| After 25 years or more of continuous service..... | \$260 annually |
- 23.03** Employees who qualify for service bonus will receive one-half ($\frac{1}{2}$) annual entitlement on termination between January 1 and May 31 and will receive full annual entitlement on termination between June 1 and December 31.
- 23.04** This article does not apply to employees hired on or after April 1, 1986.

ARTICLE 24 – STRIKES AND LOCKOUTS

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

ARTICLE 25 – DURATION AND AUTOMATIC RENEWAL

25.01 This Agreement shall be for a term of three (3) years, commencing on the 1st day of January 2021 and ending on the 31st day of December 2023, and from year to year thereafter unless either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement; such notice to be given within the period of ninety (90) days before the expiry date of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed for the Union by its proper officers, duly authorized for that purpose, and the Corporation has caused to be affixed here unto its Corporate seal attested by the hands of the Mayor and the Clerk.

<p>(Seal of the Corporation of the City of Oshawa)</p>	<p>The Corporation of the City of Oshawa</p> <p>Per _____</p> <p style="text-align: center;">Mayor</p> <p>Per _____</p> <p style="text-align: center;">City Clerk</p>
<p>_____ Executive Director, Human Resource Services</p>	<p>The Canadian Union of Public Employees and its Local Number 250</p> <p>Per _____</p> <p style="text-align: center;">Vice President</p>
<p>_____ President and Chair of Negotiating Committee</p>	<p>Per _____</p> <p style="text-align: center;">Recording Secretary</p> <p>Per _____</p> <p style="text-align: center;">Treasurer</p>
	<p>Per _____</p> <p style="text-align: center;">Grievance Chair</p> <p>Per _____</p> <p style="text-align: center;">CUPE Representative</p>

Dated at Oshawa, Ontario, this the ____ day of _____, 2021.

APPENDIX "A"

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

Occupational Classifications and Hourly Wage Rates effective January 1, 2021

The grades shown in this chart reflect the PeopleSoft salary tables and are not to be construed as meaning anything more.

Grade	Occupational Classification	Minimum	Maximum
15	Mechanic 2*	\$35.62	\$39.83
14	Working Foreperson	\$37.39	\$39.37
13	HVAC Skilled Trades, Facilities Maintenance Journeyperson, Group Leader - Skilled Trades	\$34.20	\$38.26
12	Forestry Crewperson	\$35.01	\$36.83
11	Lead Hand, Gardener, Single Operator/Loader, Maintenance Electrician, Carpenter, Painter, Auto Body Repairperson, Forestry Technician	\$33.92	\$35.67
10	Operator 4, Facility Attendant 2, Patrol Technician	\$33.11	\$34.87
9	Operator 3, Ice Plant Operator	\$32.29	\$33.99
8	Garage Serviceperson, Operator/Loader, Traffic Operator, Patrol Inspector	\$30.55	\$33.47
7	Operator 2, HVAC Operator	\$31.40	\$32.98
6		\$31.32	\$32.94
5	Skilled Labourer	\$31.00	\$32.64
4	Waste Collection Loader (Single)	\$30.57	\$32.17
3	Operator 1, Facility Attendant 1, Washperson	\$30.32	\$31.89
2	Attendant - Building, Cemetery, Park, Park/Arena, Tool Crib, Arena, Pool, Operator Restricted	\$27.24	\$30.91
1	Labourer, Caretaker, Flex Labourer	\$26.58	\$30.17

* The Mechanic 2 is required to successfully pass a test prior to advancing to the maximum rate.

** The Lead Hand Mechanic occupational classification hourly wage rate of pay minimum is \$36.39 and the maximum is \$40.69, which is subject to the Job Evaluation Committee Review when established.

Lead Hand Premium: one dollar (\$1.00) per hour

Casual Employees:

For staff under the age of 18, \$13.22 per hour effective September 1, 2017. Effective September 1, 2018, the same general wage increase shall be applicable to the casual hourly wage rate.

For staff aged 18 and older, \$14.00 per hour effective January 1, 2018. Effective September 1, 2018, the same general wage increase shall be applicable to the casual hourly wage rate.

The occupational classification and hourly rate information is based on positions in effect as of January 1, 2021. Any changes to the classifications and rates set out in this Appendix, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement. Any changes to the classification and rates set out in this Appendix, as determined by the Job Evaluation Committee, will be added to Appendix A.

APPENDIX "A"

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

Occupational Classifications and Hourly Wage Rates effective January 1, 2022

The grades shown in this chart reflect the PeopleSoft salary tables and are not to be construed as meaning anything more.

Grade	Occupational Classification	Minimum	Maximum
15	Mechanic 2*	\$36.28	\$40.57
14	Working Foreperson	\$38.09	\$40.10
13	HVAC Skilled Trades, Facilities Maintenance Journeyperson, Group Leader - Skilled Trades	\$34.84	\$38.97
12	Forestry Crewperson	\$35.66	\$37.52
11	Lead Hand, Gardener, Single Operator/Loader, Maintenance Electrician, Carpenter, Painter, Auto Body Repairperson, Forestry Technician	\$34.55	\$36.33
10	Operator 4, Facility Attendant 2, Patrol Technician	\$33.73	\$35.52
9	Operator 3, Ice Plant Operator	\$32.89	\$34.62
8	Garage Serviceperson, Operator/Loader, Traffic Operator, Patrol Inspector	\$31.12	\$34.09
7	Operator 2, HVAC Operator	\$31.99	\$33.60
6		\$31.90	\$33.55
5	Skilled Labourer	\$31.58	\$33.25
4	Waste Collection Loader (Single)	\$31.14	\$32.77
3	Operator 1, Facility Attendant 1, Washperson	\$30.89	\$32.48
2	Attendant - Building, Cemetery, Park, Park/Arena, Tool Crib, Arena, Pool, Operator Restricted	\$27.75	\$31.49
1	Labourer, Caretaker, Flex Labourer	\$27.08	\$30.73

* The Mechanic 2 is required to successfully pass a test prior to advancing to the maximum rate.

** The Lead Hand Mechanic occupational classification hourly wage rate of pay minimum is \$36.39 and the maximum is \$40.69, which is subject to the Job Evaluation Committee Review when established.

Lead Hand Premium: one dollar (\$1.00) per hour

Casual Employees:

For staff under the age of 18, \$13.22 per hour effective September 1, 2017. Effective September 1, 2018, the same general wage increase shall be applicable to the casual hourly wage rate.

For staff aged 18 and older, \$14.00 per hour effective January 1, 2018. Effective September 1, 2018, the same general wage increase shall be applicable to the casual hourly wage rate.

The occupational classification and hourly rate information is based on positions in effect as of January 1, 2021. Any changes to the classifications and rates set out in this Appendix, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement. Any changes to the classification and rates set out in this Appendix, as determined by the Job Evaluation Committee, will be added to Appendix A.

APPENDIX "A"

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

Occupational Classifications and Hourly Wage Rates effective January 1, 2023

The grades shown in this chart reflect the PeopleSoft salary tables and are not to be construed as meaning anything more.

Grade	Occupational Classification	Minimum	Maximum
15	Mechanic 2*	\$36.96	\$41.33
14	Working Foreperson	\$38.80	\$40.85
13	HVAC Skilled Trades, Facilities Maintenance Journeyperson, Group Leader - Skilled Trades	\$35.49	\$39.70
12	Forestry Crewperson	\$36.32	\$38.22
11	Lead Hand, Gardener, Single Operator/Loader, Maintenance Electrician, Carpenter, Painter, Auto Body Repairperson, Forestry Technician	\$35.19	\$37.01
10	Operator 4, Facility Attendant 2, Patrol Technician	\$34.36	\$36.18
9	Operator 3, Ice Plant Operator	\$33.50	\$35.27
8	Garage Serviceperson, Operator/Loader, Traffic Operator, Patrol Inspector	\$31.70	\$34.73
7	Operator 2, HVAC Operator	\$32.59	\$34.23
6		\$32.50	\$34.18
5	Skilled Labourer	\$32.17	\$33.87
4	Waste Collection Loader (Single)	\$31.72	\$33.38
3	Operator 1, Facility Attendant 1, Washperson	\$31.47	\$33.09
2	Attendant - Building, Cemetery, Park, Park/Arena, Tool Crib, Arena, Pool, Operator Restricted	\$28.27	\$32.08
1	Labourer, Caretaker, Flex Labourer	\$27.59	\$31.30

* The Mechanic 2 is required to successfully pass a test prior to advancing to the maximum rate. ** The Lead Hand Mechanic occupational classification hourly wage rate of pay minimum is \$36.39 and the maximum is \$40.69, which is subject to the Job Evaluation Committee Review when established.

Lead Hand Premium: one dollar (\$1.00) per hour

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The occupational classification and hourly rate information is based on positions in effect as of January 1, 2021. Any changes to the classifications and rates set out in this Appendix, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement. Any changes to the classification and rates set out in this Appendix, as determined by the Job Evaluation Committee, will be added to Appendix A.

APPENDIX "B"

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

Detail of Operators – Grade Categories

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

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

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

Operator Restricted

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

All of the classifications listed below will require a valid Class "D: Provincial Licence.

Operator 1

In order to qualify for an Operator 1 rating, a person must demonstrate their ability and pass written tests on no less than five (5) of the units listed under Type "A" equipment.

Operator 2

In order to qualify for an Operator 2 rating, an equipment operator must qualify as an Operator 1 above and demonstrate their ability and pass written tests on the equipment operated under Type "B".

Operator 3

In order to qualify for an Operator 3 rating, an equipment operator must qualify as an Operator 1 above and demonstrate their ability and pass written tests on the equipment operated under Type "C". This classification may require a valid Class "A" Provincial Licence.

Operator 4

In order to qualify for an Operator 4 rating, an equipment operator must qualify as an Operator 1 above, and demonstrate their ability and pass written tests on units 1 and 4 in Type "B", and units 1 and 3 in Type "C" above, and demonstrate their ability and pass written tests on equipment operated under Type "D". This classification may require a valid Class "A" Provincial Licence.

APPENDIX “B (continued)

Type “A” Equipment

1. ¾ to 2 tonne panel, pick-up or crew truck;
2. ¾ to 5 tonne dump, stake or crew truck;
3. ¾ to 5 tonne dump, stake or crew truck with single plow and or hopperspreader;
4. Over 5 tonne dump, stake or tandem truck;
5. Waste Collection Packer;
6. Elevating bucket lift truck less than 34' working height;
7. Wheeled agricultural tractor with all attachments;
8. Self-propelled sidewalk plow unit with plow, spreader, sweeper, blower and all attachments;
9. Brush chipper and stumper;
10. Skid steer with all attachments;
11. Truck with hydraulic mobile construction/0 to 8 tonne crane;
12. Self-propelled ride-on litter vacuum;
13. Self-propelled ride-on utility work vehicle with all attachments;
14. Rubber tired loader-backhoe over 90 h.p. (restricted to loader bucket only).

Type “B” Equipment

1. Articulating front-end loader over 150 h.p. including all attachments (excluding snow-blower);
2. Self-propelled street sweeper;
3. 5 tonne and over dump truck (single or tandem axle) with attached plow, wing and spreader (combo);
4. Elevating bucket truck over 34' working height;
5. Street flusher and anti-icing truck;
6. Self-propelled mechanical or vacuum sidewalk sweeper.

Type “C” Equipment

1. Road grader over 150 h.p. with attachments
2. Articulating front-end loader over 150 h.p. with front mounted snowblower;
3. Rubber tired loader-backhoe over 90 h.p. with all attachments.
4. Truck with catchbasin and sewer cleaner.

Note: Rubber tired loader-backhoe restricted to front-end loader bucket only, shall be classed as Type A.

Type “D” Equipment

1. Wheeled hydraulic excavator over 140 h.p. with all attachments.

Note: When a new piece of equipment is introduced, the “Type” category will be determined by consultation at the Labour Management Committee between the Department Head, the Executive Director of Human Resource Services and the Union. The criteria for establishing the category will be horsepower, weight, Provincial Driver's License requirement, skill required, etc.

APPENDIX "C"

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

CASUAL EMPLOYEES

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

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

Casual Employees may be utilized to assist throughout the Legends Centre, not specific to one work area.

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

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

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

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

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

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

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

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

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

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

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

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

Appendix "D"

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

Hours of Work and Shift Schedules

Reporting Area	Hours of Work	Normal Shift Schedules as Assigned*
Waste Collection (11.05 (a))	7:00 am to 3:00pm	7:00 am to 3:00 pm
Waste Collection Central Business District (11.05 (a))	5:30 am to 3:00 pm	5:30 am to 7:30 am start time
Roads Operations (11.06) (Including Traffic Field Operations)	7:00 am to 3:00 pm	7:00 am to 3:00 pm
Roads Central Business District (MOA)	11:00 pm to 2:00 pm (15 hrs)	
Sweeper/Flusher (April 1 st to November 30 th)		11:00 pm to 7:00 am, Sunday through Saturday
Mechanical Sidewalk Sweeper (April 1 st to November 30 th)		11:00 pm to 7:00 am, Sunday through Saturday
Manual clean-up (April 1 st to November 30 th)		6:00 am to 2:00 pm, Sunday through Saturday
Roads-Winter Operations (11.05 (c)) (November 15 th to 1 st Monday in April)	12:00 am to 11:59 pm	7:00 am to 3:00 pm 3:00 pm to 11:00 pm 11:00 pm to 7:00 am
Weekend Patrol (See LoU)	12:00 am to 11:59 pm	Various Day Shifts plus Saturday and Sunday 11:00 am to 11:00 pm 11:00 pm to 11:00 am
Fleet (11.05(b))	7:00 am to 12:00 am	7:00 am to 3:00 pm 3:00 pm to 11:00 pm
Parks (11.03(a))	7:00 am to 3:00 pm	Between 7:00 am and 3:00 Seasonal start time as early as 6:00 am
Park & Outdoor Pool Attendants (11.04) (Seasonal)	7:00 am to 12:00 am	Various Shifts Between 7:00 am and 12:00 am (midnight)
Union Cemetery (11.06) housekeeping	8:00 am to 4:00 pm	8:00 am to 4:00 pm
Facility and Project housekeeping Management Services (11.02)	6:00 am to 5:30 pm	Various Shifts 7:00 am Monday to 12:00 pm (noon) Saturday
Arenas/Pools and Recreation Facility Operations (11.02)	12:01 am to 12:00 am	Various Shifts Between 12:01 am Sunday to 12:00 am (midnight) Saturday

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

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 250
hereinafter called "the Union"

1. Hours of Work – Central Business District Cleaning

Notwithstanding the provisions of Article 11.01 of the Collective Agreement the following hours of work may be scheduled for employees assigned to cleaning in the Central Business District (CBD):



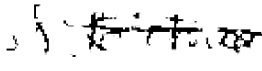
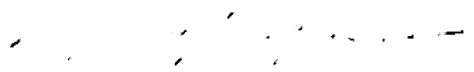
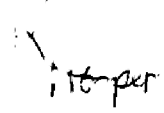
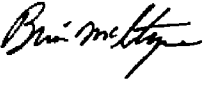
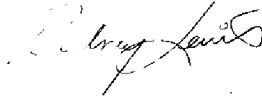

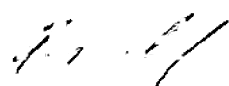
- a. The normal work week for employees of the Maintenance Division, assigned to mechanical flushing and sweeping clean-up operations in the CBD, will be forty (40) hours a week consisting of five (5) shifts of eight (8) hours each scheduled between the hours of 11:00 p.m. and 8:00 a.m., Sunday to Saturday generally extending from April 1st to November 30th.
 - b. The normal work week for employees of the Maintenance Division assigned to manual clean-up operations in the CBD will be forty (40) hours a week consisting of five (5) shifts of eight (8) hours each scheduled between 7:00 a.m. and 5:00 p.m., Sunday to Saturday generally extending from April 1st to November 30th.
- 2.** The Corporation will continue to pay any fees required to maintain the licences of those employees designated to carryout pesticide applications. The Corporation will continue to pay a premium of \$0.85/hr. to employees while assigned to pesticide application.
- 3.** 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.

**Letter of Understanding – CUPE Local 250
Re: Hours of Work – Central Business District Cleaning**

- 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 employees or conditions of employment as 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 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.
4. 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 6.01 a. 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.
5. **Succession Opportunities**

The parties agree that succession opportunities of a position can occur on a case-by-case basis and that either party may approach the other to propose succession opportunities of a position. The parties also agree that any issues or concerns regarding the succession opportunities of a position should be discussed at the Labour Management meetings.
6. The Corporation will provide the Local with two hundred (200) copies of the Collective Agreement.

Signed at Oshawa, Ontario this 3th day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kudlin	
	
	
B. Royal	

**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL #250**

Re: Job Evaluation Committee and System

The parties agree to form a Committee to research a Job Evaluation System and Process for the bargaining unit and make recommendations as to the feasibility of a Joint Job Evaluation System and select a job evaluation tool no later than January 1, 2022, to be implemented by December 31, 2022.

1. Terms of Reference and objectives for the project (i.e. research a Job Evaluation System and Process) shall be established prior to the research commencing
2. The Committee will be comprised of:
 - up to three (3) Representatives from Human Resource Services
 - up to three (3) Representatives from CUPE Local 250,
 - Up to one (1) observer from City of Oshawa management team and up to one (1) observer from CUPE National, both to have voice but not vote,
 - Either party may engage the services of an advisor to support the parties through this process. Such Advisor(s) may attend Committee meetings.
3. The objectives of the committee shall be to finalize a job evaluation system, develop a job evaluation manual, define the process for collection of job classification data, develop an implementation plan (e.g. training, method and timelines, and retroactivity for all jobs to be evaluated, etc), confirm municipal comparators and job classifications, and obtain corporation and union approval.
4. The Committee will receive administrative support, including meeting scheduling, meeting minutes, communication coordination, etc. from a member of Human Resource Services.
5. This committee will be formed upon ratification of the Collective Agreement unless otherwise mutually agreed.
6. The implementation of a Job Evaluation System and Process, shall include a review from an external Job Evaluation and Compensation expert to review and calibrate the job evaluation system, job hierarchy, salary structure, and develop guidelines for salary structure maintenance.


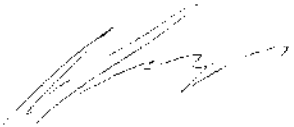
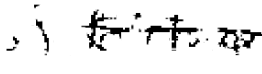


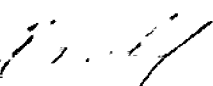
The salary structure review will include a review of market rates, which will be based on municipal comparators and classifications jointly agreed upon by the City and Union. The implications of such review will be negotiated between the parties.

All information related to the paragraphs above shall also be shared with the Union for their expert to review. Any potential recommendations (e.g. salary changes) arising out of the expert's review will be referred to the Executive Director, Human Resource Services and the appropriate branch head.

Any implementation of recommendations will be jointly negotiated between the parties. Although the intent of the initial review is to be cost neutral, the parties will meet to further negotiate implications of the new job data

7. The parties agree that the Corporation and the Union shall postpone the review of occupational classifications where a significant change to a position has been created by restructuring, technology or additional duties/responsibilities, etc., until a Job Evaluation System and Process has been implemented.

Signed at Oshawa, Ontario this 5th day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kudlin	Hemper
Bin Mitchell	Patrick Lewis
	
B. Hyslop	

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
herein referred to as "the Corporation"

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL #250
herein referred to as "the Union"



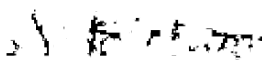

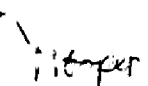
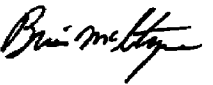
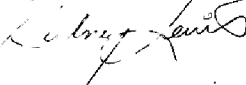

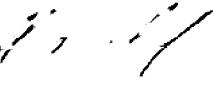
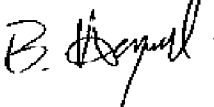
Re: Weekend Patrol for the Winter Maintenance Period

- Whereas The Corporation approached the Union during bargaining in 2011 to provide greater flexibility to schedule individuals in a cost effective manner;
- And Whereas The Corporation requires skilled individuals to provide Weekend Patrol for the Winter Maintenance Period;
- Therefore The parties agree that effective with ratification of this Collective Agreement and on an ongoing basis, the following will apply to the Weekend Patrol for the Winter Maintenance Period:
1. The Corporation will re-define upcoming vacancies, where appropriate, in Roads Operations, up to a maximum of three (3). These positions will be a hybrid of the roles and responsibilities of the vacant position plus those of the Weekend Winter Patrol Technician;
 2. The Corporation will develop the position description for the above noted position within 60 days of ratification of this agreement and the stated qualifications shall be bona fide for the duties of the position;
 3. During the Winter Maintenance Period, the incumbents will be paid the Patrol Technician (Grade 10) rate;
 4. When working on Saturdays and/or Sundays, the incumbent in this position will be entitled to either the Saturday-Sunday premium or the Evening premium whichever results in a greater amount for working the shift but not both premiums;
 5. The shift schedule for this position during the Winter Maintenance Period will cover a twenty-four (24) hour period of weekend shifts no longer than twelve (12) hours each and two (2) eight (8) hour additional shifts to ensure a total of forty (40) hours per week. Furthermore, to amend the Collective Agreement to include up to twelve (12) hour shifts to be scheduled between the hours of 11:00 pm to 11:00 am and 11:00 am to 11:00 pm with a thirty (30) minute paid lunch. Break periods will be in accordance with Article 21.03 of the Collective Agreement;

**Letter of Understanding – CUPE Local 250
Re: Weekend Patrol for the Winter Maintenance Period**

6. The Corporation will endeavour to take reasonable steps to provide job appropriate training for this position and such training shall be considered paid time; and
7. This agreement is without prejudice and does not set a precedent to the position either party may take in the future.

Signed at Oshawa, Ontario this 4th day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kiddlin	
	
	
	

MEMORANDUM OF AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE LOCAL #250

Re: Equipment Operator Training and Testing Procedures Manual



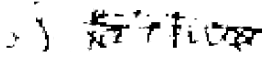

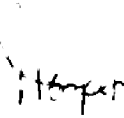
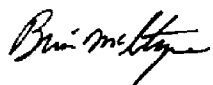
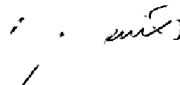
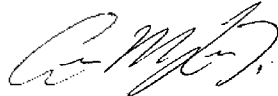
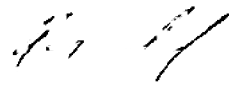
This agreement is intended to address issues raised by the Local regarding implementation of the Corporation's Equipment Operator Training and Testing Procedures Manual.

1. The Procedure Manual was developed to ensure consistency in the training and testing of equipment operators.
2. Re-evaluation and, as required, retraining is mandatory when
 - a. there has been an elapsed period of five (5) years from initial test or last re-evaluation, or
 - b. there has been a substantial change in equipment design or operating techniques, or
 - c. there has been an obvious inability of an operator to operate in a safe and efficient manner, or
 - d. an operator has not operated an equipment unit for a period of two (2) full years.
3. An employee will not be re-evaluated or retrained on equipment that is not a requirement of their current job. As such, equipment may be removed from that employee's internal licence/certificate. The information will, however, be maintained in a Corporate database.

Page 2
Memorandum of Agreement – CUPE 250
Re: Equipment Operator Training and Testing Procedures Manual

4. In the event of job posting opportunities (Article 9.02) or of an employee displacement as a result of lay-off situation, the Corporation will provide retraining and re-evaluation for an employee who was at one time certified to operate equipment specific to the job for which they are being consider

Signed at Oshawa, Ontario this 1st day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kiddin	
	
	
B. Asquith	


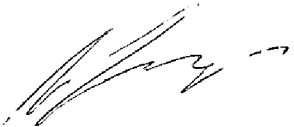
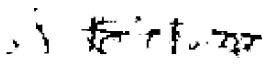

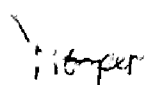
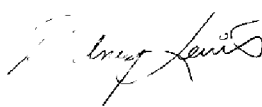

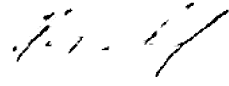
**MEMORANDUM OF AGREEMENT BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL 250**

Re: Waste Collection Operation

1. The parties agree that the following terms replace those of the Memorandum of Agreement dated October 22, 2009.
2. It is recognized by both parties that the intent of this agreement is to provide efficient curbside collection of waste.
3. The Corporation affirms its preference for the use of the Corporation employees for regular waste collection. It is understood that the provisions of this agreement shall not restrict nor alter the practice of hiring of trucks and/or operators from other sources for the purposes of peak periods, equipment failure, absences of the incumbent, etc. In case of conflict, provisions of the Collective Agreement will supersede this paragraph.
4. The collection system is currently divided into 13 routes consisting of 13 City trucks and two (2) contracted vehicles. The Union will be given an opportunity to provide input and recommendations on the development of any new routes and on balancing existing routes.
5. Recognizing the physical demands on staff in the Single Operator/Loader and Operator/Loader classifications, the Corporation undertakes to give every consideration to prevention and effective management of those injuries which do occur. This consideration includes working with the Union on such things as:
 - a. Training methods and procedures for injury prevention;
 - b. Mechanisms to use staff turnover to reduce injuries;
 - c. Use of modified work as a rehabilitative technique;
 - d. Use of alternative position assignment on a temporary basis;
 - e. Use of various rehabilitative and training programs available for the WSIB and others;
 - f. Addressing employee concerns; and
 - g. Establishment of training for employees to prepare them to meet the qualifications of other occupational classifications.

6. To ensure equitable distribution of light and heavy workloads, Single Operator/Loader routes will be reassigned in rotation, monthly and/or as mutually agreed.
7. A document will be made available to the Union, when requested, indicating the metrics of the operation, including number of stops per route, tonnage per route and route length.
8. The employer will from time to time hire an industrial engineer or other independent expert to complete time and motion studies and review the City's collection operation. A copy of the findings shall be provided to the Union. This will assist with establishing fair resource and productivity requirements and expectations for the collection operation. The Union will be invited to be present when the employer meets with the engineer/expert to review the scope of the project and subsequent findings.
9. In order to encourage a consistent and efficient collection program, an employee completing his assigned route will be required to assist on other routes. Where the work goes beyond a regular workday and a contracted vehicle is not reasonably available, waste collection staff will be first offered to work overtime. This provision applies to both single and dual-crewed vehicles and routes.
10. The Union agrees to work with the employer to secure resources for work that extends beyond the end of the day.
11. The provisions of this agreement are subject to the grievance and arbitration process.
12. This Memorandum of Agreement will expire at the end of this Collective Agreement.

Signed at Oshawa, Ontario this 2nd day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kwillein	
Brimmington	
	
B. Dymal	

MEMORANDUM OF AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL 250

Re: Waste Collection Operation – Transition from 4 day/10 hour work week back to 5 day/8 hour work week


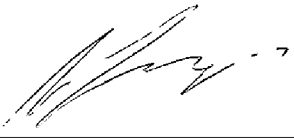
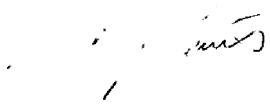
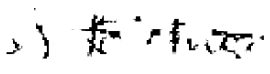
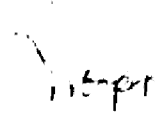


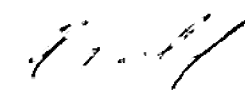
The parties agree to change the hours of work within Waste Services effective September 2021.

This letter outlines the terms with respect to the change in hours of work:

1. Work hours in Waste Services will be from Monday to Friday, eight (8) hour shift, starting at 6:30am to 2:30pm,
2. The parties agree that the Union will have meaningful input into the targeted number of stops in a run at the joint working committee.
3. The Corporation agrees to maintain the current staff complement of sixteen (16).
4. All existing regular employees working in the Operator/Loader position at date of ratification will have the option to remain as an Operator/Loader. For clarity, there is currently one (1) regular employee in this position.
5. All other provisions of the Collective Agreement apply.
6. A joint working committee will be created until the day of implementation to participate in further discussions and development of the routes and number of stops per run with the intention of creating workloads that consider the physical demands of the job and provide a healthy and safe work environment.
7. Discussions will be held between the parties to review operational items no later than three (3) months following implementation and as needed throughout the duration of this Collective Agreement.
8. The targeted effective date for implementation will be September 2021.
9. This agreement is without prejudice and does not set a precedent to the position either party may take in the future.

Page 2
 Memorandum of Agreement—CUPE 250
 Re: Waste Collection Operation—
 Transition from 4 day/10 hour work week
 back to 5 day/8 hour work week

Signed at Oshawa, Ontario this 15th day of April, 2021

For the Corporation	For the Union
	
R. McDonnell	
	
Kiddler	
Bismilley	
	
B. [unclear]	

MEMORANDUM OF AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL #250

Re: Roads Operations – Catch Basin Cleaning Crew – Seasonal 4 day/10 hour work week


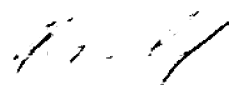
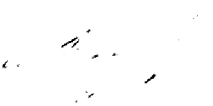
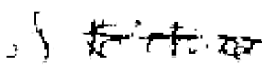


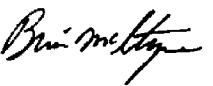
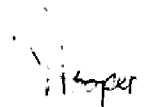

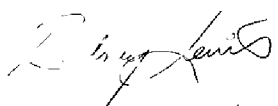

In accordance with the Memorandum of Agreement dated October 20, 2011 regarding Commitment to Future Discussions Regarding Flexibility, Efficiency and Cost Containment, this memorandum records the mutual agreement of the parties with respect to a seasonal ten (10) hour, four (4) day work week in the Community Services Department, Road Operations Section, Catch Basin Cleaning Crew, only.

1. The parties agree to a ten (10) hour, four (4) day work week, starting at 6:00 am to 4:00 pm effective generally the first Monday in May to the last Thursday in October.
2. The ten (10) hour shift will be reviewed each season to determine if it continues to be cost effective. It is the sole discretion of management to make this determination.
3. As all the Statutory/Paid Holidays fall on a Monday during this time period, both employees shall be entitled to that holiday in accordance with their ten (10) hour, four (4) day work week.
4. Notwithstanding Article 21.03 of the Collective Agreement, both employees will be allotted a ten (10) minute rest period on the job site in the afternoon.
5. There will be no shift premium paid for working the ten (10) hour shift under this agreement.
6. The change in work schedule is not a guarantee. If operationally required for the employees to return to their normal work schedule as outlined in Appendix D Hours of Work for Roads Operations, Article 11.06, the employees will be notified in accordance with Article 11:00-Hours of Work by providing them with five (5) days' notice.
7. If any one of these two employees decides to revert back to the five (5) day/eight (8) hour shift schedule, then both employees will be required to return to that schedule due to the nature of the job. In doing so, they will notify their Manager, or their designate, in accordance with Article 11:00-Hours of Work by providing them with five (5) days' notice.
8. On occasion, these employees may be required to cover for vacations, sick leave, operational requirements, etc. and at the discretion of the Manager, or their designate, be required to report for duty on a shift other than the shift as indicated above.

Page 2
Memorandum of Agreement – CUPE 250
Re: Roads Operations – Catch Basin Cleaning Crew-
Seasonal 4 day/10 hour work week

9. All time off, i.e. sick leave, vacation time, etc. will be deducted as ten (10) hours. It is anticipated that there will not be a significant increase in sick leave during this period.
10. This agreement does not apply to other Road Operations staff unless filling in for one or both of the employees covered under this agreement.
11. This Memorandum of Agreement applies to the Catch Basin Cleaning Crew only, any additional requests within the Corporation will be reviewed and decisions will be made based on the unique needs of each area's operational requirement and does not guarantee that additional requests will be agreed to.
12. This agreement is without prejudice and does not set a precedent to the position either party may take in the future.
13. This Memorandum of Agreement will expire at the end of this Collective Agreement.

Signed at Oshawa, Ontario this 1st day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kudlin	
	
	
B. [illegible]	

MEMORANDUM OF AGREEMENT

BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL #250

Re: Roads Operations – Spring Clean-up Crew – Seasonal 4 day/10 hour work week


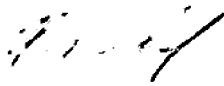
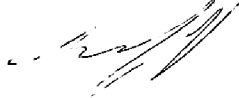
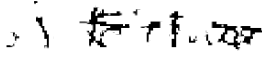


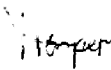
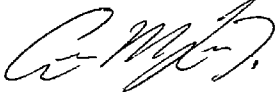
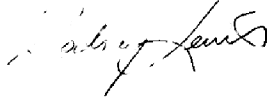
In accordance with the Memorandum of Agreement dated October 20, 2011 regarding Commitment to Future Discussions Regarding Flexibility, Efficiency and Cost Containment, this memorandum records the mutual agreement of the parties with respect to a seasonal ten (10) hour, four (4) day work week in the Community Services Department, Road Operations Section, Spring Clean Up Crew, only.

1. The parties agree to a ten (10) hour, four (4) day work week, effective generally the first Monday in April and will continue for 4 to 5 weeks dependent upon the amount of clean up required.
2. Attached is a breakdown of the two crews. The work week will consist of four (4), ten (10) hour days worked Monday to Thursday, 9:00 pm to 7:00am.
3. The four (4) ten hour shifts is beneficial as it eliminates one less setup/breakdown time per week for all staff making it more productive and allowing staff an extra day off for a week of work.
4. The type of work that will be performed during the spring clean-up is Hard Surface Boulevard Cleaning and Flushing of the City's Parking Garages.
5. The ten (10) hour shift will be reviewed each season to determine if it continues to be cost effective. It is the sole discretion of management to make this determination.
6. All employees will be entitled to the Statutory/Paid Holidays during this time period in accordance with their ten (10) hour, four (4) day workweek.
7. Notwithstanding Article 21.03 of the Collective Agreement, both employees will be allotted an additional ten (10) minute rest period to be taken on the job site in the later part of the shift.
8. Shift premium will be paid for working the ten (10) hour shift under this agreement, according to Article 12.01.
9. The change in work schedule is not a guarantee. If operationally required for the employees to return to their normal work schedule as outlined in Appendix D Hours of Work for Road Operations, Article 11.06, the employees will be notified in accordance with Article 11:00-Hours of Work by providing them with five (5) days' notice.

10. If any one of these employees decides to revert back to the five (5) day/eight (8) hour shift schedule, then all employees will be required to return to that schedule due to the nature of the job. In doing so, they will notify their Manager, or their designate, in accordance with Article 11:00-Hours of Work by providing them with five (5) days' notice.
11. On occasion, these employees may be required to cover for vacations, sick leave, operational requirements, etc. and at the discretion of the Manager, or their designate, be required to report for duty on a shift other than the shift as indicated above.
12. All time off, i.e. sick leave, vacation time, etc. will be deducted as ten (10) hours. It is anticipated that there will not be a significant increase in sick leave during this period.
13. This agreement does not apply to other Road Operations staff unless filling in for any of the employees covered under this agreement.
14. This Memorandum of Agreement applies to the Spring Clean Up Crew only, any additional requests within the Corporation will be reviewed and decisions will be made based on the unique needs of each area's operational requirement and does not guarantee that additional requests will be agreed to.
15. This agreement is without prejudice and does not set a precedent to the position either party may take in the future.
16. This Memorandum of Agreement will expire at the end of this Collective Agreement.

Page 3
 Memorandum of Agreement – CUPE 250
 Re: Roads Operations – Spring Clean-up Crew -
 Seasonal 4 day/10 hour work week

Signed at Oshawa, Ontario this 1st day of February, 2021



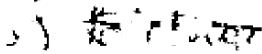

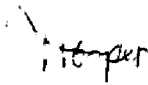
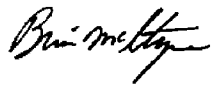
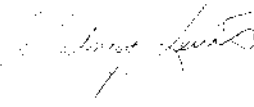

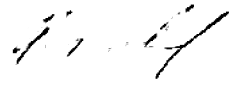
For the Corporation	For the Union
	
Megan Hamilton	
	
Kudlin	
Brimley	
	
B. Hoyal	

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL #250

Re: Operations Services Branch Summer Service Truck Callboards (Parks and Roads)

1. The Summer Service Truck Callboard season will consist of one (1) Supervisor to the weekly on-call rotation, one (1) Park Operations Operator on-call weekly and one (1) Road Operations Operator on-call weekly.
2. This agreement is without prejudice and does not set a precedent to the position either party may take in the future.
3. This Memorandum of Agreement will expire at the end of this Collective Agreement.

Signed at Oshawa, Ontario this 1st day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kudlin	
	
	
B. [illegible]	


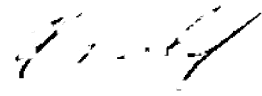
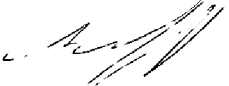
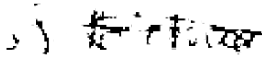


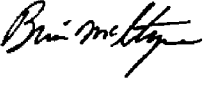
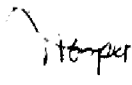

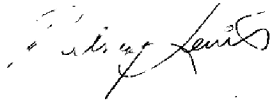
MEMORANDUM OF AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL #250

Re: Emerald Ash Borer

In accordance with the Memorandum of Agreement dated October 20, 2011 regarding Commitment to Future Discussions Regarding Flexibility, Efficiency and Cost Containment, this memorandum records the mutual agreement of the parties with respect to a seasonal project that requires an earlier start time of 5:30 am for the staff assigned to the Emerald Ash Borer Treatment Program working in Forestry Services in the Community Services Department, Parks and Environmental Services, Forestry Services

1. The parties agree that these employees will revert to an earlier start time of 5:30 am, effective June 1 to approximately September 30. If the weather permits the continuation of the program beyond the end date, this agreement will allow for the extension of the Memorandum of Agreement upon consultation with the Union.
2. The change in start time is for a one-time special project for the Emerald Ash Borer Treatment Program to be completed in-house.
3. Shift premium will be paid for the earlier start time as outlined in Article 12.01 of the Collective Agreement.
4. The change in work hours is anticipated to continue for the length of the program, however if operationally required, at the sole discretion of the Manager, or their designate, to return to the normal work schedule as outlined in Appendix D Hours of Work for Parks Services, Article 11.03 (a), the employees will be notified in accordance with Article 11.00-Hours of Work by providing them with fifteen (15) days' notice.
5. This agreement is without prejudice and does not set a precedent to the position either party may take in the future.
6. This Memorandum of Agreement will expire at the end of this Collective Agreement.

Signed at Oshawa, Ontario this 1st day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kwillein	
	
	
B. Royal	

MEMORANDUM OF AGREEMENT
between
THE CORPORATION OF THE CITY OF OSHAWA
and
CUPE and its Local #250

Re: Temporary Employees without Recall

Notwithstanding rights outlined in the Collective Agreement, temporary employees within the CUPE 250 bargaining unit hired after September 28, 2015 will be entitled to the following:

1. In the event a temporary employee is successful to a regular full-time position, seniority will be calculated based upon days worked.
2. Vacation will be administered as per the ESA and will be paid every pay period.
3. Shift premium will be paid as per the Collective Agreement.
4. Overtime will be paid as per the Collective Agreement.
5. Meal allowance will be paid as per the Collective Agreement.
6. Paid holidays will be paid as per the Collective Agreement.
7. Uniform clothing, except safety footwear, will be provided as required.
8. Leaves of absence will be administered as per the ESA

Regardless of the total number of shifts worked by temporary employees, they will not gain recall rights, or be eligible for sick leave, family leave, leaves of absence, seniority, job security or benefits.

The parties agree that the number of temporary seasonal CUPE 250 employees hired during the winter season (on or about the second Friday of November to the first Monday in April) will not exceed ten (10), and for the spring/summer season (on or about the first Monday in April to on or about the second Friday of November) will not exceed forty (40), unless mutually agreed by both parties.



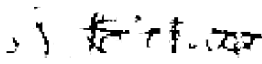
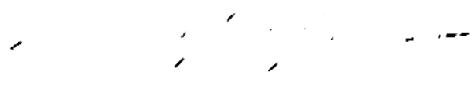
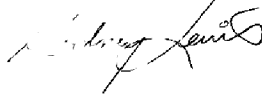
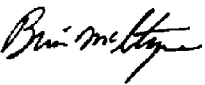
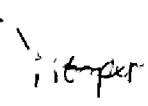
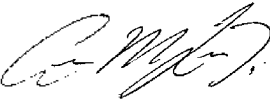
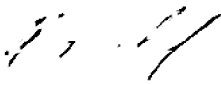
This excludes any temporary employees hired to cover for leave of absence, illness, temporary transfers.

The parties agree that this Memorandum of Agreement requires continued discussion, with respect to the temporary seasonal employees during the next round of negotiations, to ensure that temporary seasonal CUPE 250 employees are being utilized appropriately throughout the Corporation.

Page 2
Memorandum of Agreement – CUPE 250
Re: Temporary Employees without Recall

The parties agree to include as a standing agenda item, at the Labour Management Committee meetings, a list of current employees working in a temporary capacity within the CUPE 250 bargaining unit.

Signed at Oshawa, Ontario this 25th day of February, 2021



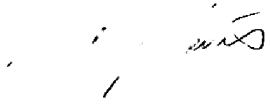
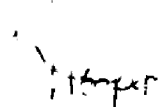


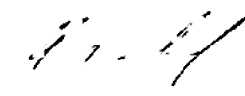
For the Corporation	For the Union
	
R. McDonnell	
	
Kudlin	
	
	
B. Hargrave	

**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA
AND
CUPE AND ITS LOCAL #250**

Re: Contracting In

Notwithstanding any other provisions of the Collective Agreement, the parties agree to meet, within ninety (90) days of ratification, in order to discuss opportunities for the feasibility of contracting in Trim Crews. The Corporation shall provide the relevant information needed to facilitate discussions.

Signed at Oshawa, Ontario this 15th day of April, 2021

For the Corporation	For the Union
	
R. McDonnell	
S. J. Fitzwater	
Kiddin	
Brimmington	
	
B. [unclear]	

MEMORANDUM OF AGREEMENT**BETWEEN****THE CORPORATION OF THE CITY OF OSHAWA****AND****CUPE AND ITS LOCAL 250****Appendix "C" Casual Employees**

The parties agree to hold the provisions of Appendix C in abeyance for the term of the collective agreement (January 1, 2021 to December 31, 2023). During the term of the agreement, the parties agree to apply the provisions as outlined below. Upon expiry of the Collective agreement, the provisions of Appendix C in the Collective agreement shall once again apply.

APPENDIX "C"

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

CASUAL EMPLOYEES

The Corporation, when deemed operationally required during peak periods and multiple events, will utilize Casual Employees to perform duties necessary to support the operation of facilities within Delpark Homes Centre, Donevan Recreation Complex, Harman Park Arena, and the Civic Recreation Complex.

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

Casual employee(s) shall not replace full-time or part-time employee(s).

The current skill set of casual employee(s) is fixed and the Corporation will not seek to expand this skill set.

The utilization of casual employee(s) is not intended to eliminate overtime that would otherwise be offered to a full-time employee.

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

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

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

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

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

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

Casual Employees shall, in lieu of vacation, receive “Vacation Pay” in accordance with the Employment Standards Act each pay period.

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



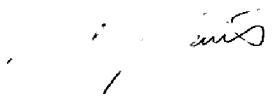
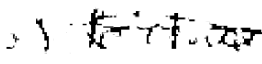
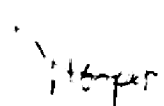
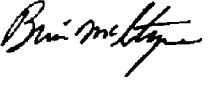
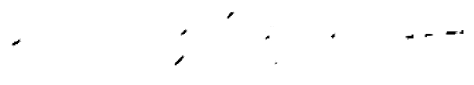
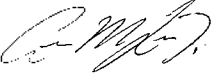
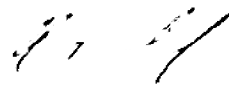
Casual Employees shall have access to the grievance procedure only with respect to those benefits referred to in this Appendix. It is understood that a discharge or separation of a Casual Employee may be the subject of a grievance and arbitration in accordance with the procedure described in Article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

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

Casual Employees are subject to the practice respecting the wearing of Safety Footwear and other personal protective equipment as required.

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

Signed at Oshawa, Ontario this 15th day of April, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kudlin	
	
	
B. Hargal	

Letter of Understanding**between****The Canadian Union of Public Employees and its Local #250**
*herein referred to as "the Union"***and****The Corporation of the City of Oshawa**
herein referred to as "the Corporation"


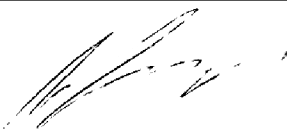
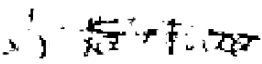
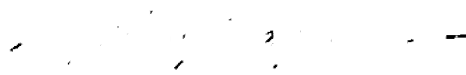
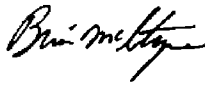
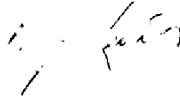
This letter of understanding is intended to clarify the terms and conditions agreed upon through the cross-training committee.

The parties agree that the establishment of a pilot project for cross-training opportunities within the bargaining unit will be implemented with the following understanding:

1. Cross-training is defined as internal opportunities to fill temporary, short-term vacancies due to illness, injury and/or leaves of absence.
2. Hours of work will be standard hours for the position assumed.
3. The Corporation will first post the short-term opportunity for the purpose of location transfer requests within the same position before offering a cross-training opportunity.
4. Both parties agree and acknowledge that testing may be a required evaluation tool to assess readiness for a cross-training opportunity and to ensure there is an appropriate, basic skill set. Employee qualifications will be assessed to determine whether the employee has relevant education/courses and experience that align with the job requirements of the position of interest.
5. Employees cross-training at a lower occupational classification, than their home classification will be placed at the maximum job rate within that classification.
6. Employees cross-training at a higher occupational classification, than their home classification, will be assessed based on qualifications relevant to the job, and if it's deemed the employee meets the parameters of an under fill, then rate application as per Article 9.05 will apply.
7. Candidates will submit the cross-training application along with an attached current resume when the short-term opportunity becomes available and as posted.
8. If two or more candidates submit their application for a cross-training opportunity and the candidates meet ability and qualifications equally, Article 9.02 shall apply.
9. The Supervisor/Manager will review all applications and approve or deny eligibility for cross-training based on applicable qualifications and criteria. Employees considered not eligible will have a scheduled meeting with the Supervisor to discuss their short-comings and future opportunities.
10. Each cross-training opportunity will be subject to operational requirements. In some instances, employees may not be able to be released from their home position.
11. If approved, the cross-training opportunity will only exist if the expected duration of the opportunity is a minimum of 30 days with the possibility to extend.
12. For longer cross-training opportunities Article 9.03 will apply.

13. The following positions will be considered for cross-training when a position becomes temporarily vacant;
- Arena Attendant
 - Pool Attendant
 - FA2
 - Labourer
 - Flex Labourer
 - Building Attendant (Recreation and Facilities)
 - Operator/Loader, Single/Operator Loader
 - Operator 2
 - Operator/Winter Patrol Technician
14. Either party reserves the right to terminate the cross-training pilot as deemed necessary and any modifications or adjustments identified by either party will be brought to the committee for discussion or significant concerns may result in a stoppage to the pilot.
15. The cross-training program is independent of any succession planning or recruitment processes.
16. This agreement is without prejudice or precedent to the position either party may take on a similar issue in the future.

Signed at Oshawa, Ontario this 4th day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Killian	[illegible]
	
[illegible]	[illegible]
B. [illegible]	



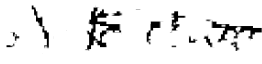
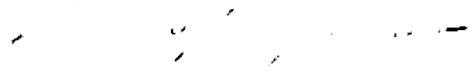

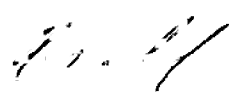
Letter of Understanding**between****The Canadian Union of Public Employees and its Local #250
herein referred to as "the Union"****and****The Corporation of the City of Oshawa
herein referred to as "the Corporation",**

This letter of understanding is intended to clarify the terms of an additional temporary CUPE 250 employee dedicated to the occupational classification of Washperson, salary grade 3.

The parties agree that the establishment of a pilot project within Fleet Services that utilizes a temporary full-time employee will be implemented with the following understanding:

1. This full-time temporary employee will be employed outside of the MOA re: Temporary Employees Without Recall in the Collective Agreement.
2. Hours of work will be as per as per article 11.05(b) of the CUPE 250 Collective Agreement.
3. The Corporation will post the position per Article 9 - Job Posting of the Collective Agreement.
4. The Corporation reserves the right to modify and adjust the proposed staffing model as deemed necessary and will discuss the matter with the union at that time.
5. The position will report through Fleet Services.
6. This Letter of Understanding is in effect until December 30, 2023.
7. Senior Management will request the addition of this position to be included in the next round of budget deliberations (budget year 2022) and be subject to Council approval. If unsuccessful, Senior Management will once again, make the same request in each subsequent budget year during the term of the Collective Agreement.
8. This agreement is without prejudice to the position either party may take on a similar issue in the future.
9. This agreement is made without prejudice or precedent.

Signed at Oshawa, Ontario this 4th day of February, 2021

For the Corporation	For the Union
	
Megan Hamilton	
	
Kiddlin	Hemper
Brimley	Robyn Lewis
	
B. Hoyal	