

CURRENT JOB TITLE	CITY/REGION WP NO.	NEW WAGE GRADE	JOB EVAL. MAX RATE JAN 16 99	EFFECTIVE JAN 1 99 (1.5%)	EFFECTIVE APRIL 1 99 (1.5%)
LEAD HAND WELDER	CPW155	T3	\$23.180	\$23.360	\$23.731
MOTOR MECHANIC LEAD HAND	REN138	T3	\$23.180	\$23.360	\$23.731
MACHINIST/WELDER (TEMP POSITION - PIO)	C	T2A		\$22.131	\$22.463
AUTO BODY MECHANIC	CPW157B	T2	\$21.531	\$21.731	\$22.057
MACHINIST	CPW154	T2	\$21.531	\$21.731	\$22.057
MOTOR MECHANIC	REN141	T2	\$21.531	\$21.731	\$22.057
MOTOR MECHANIC I	CPW153	T2	\$21.531	\$21.731	\$22.057
WELDER (ONT CERTIFICATE)	CPW146	T2	\$21.531	\$21.731	\$22.057
CARPENTER (HORTICULTURE)	CPW131B	T1	\$20.199	\$20.399	\$20.704
CARPENTER (FLAY STRUCTURES)	CPW141	T1	\$20.199	\$20.399	\$20.704
CARPENTER (RECREATION)	CCR122	T1	\$20.199	\$20.399	\$20.704
MOTOR MECHANIC II	CPW149	D21	\$18.560	\$18.760	\$19.041
FORESTER I	CPW134	D20	\$18.385	\$18.585	\$18.864
LANDSCAPE TECHNICIAN	CPW129B	D20	\$18.385	\$18.585	\$18.864
LEAD HAND (MAINTENANCE)	REN136	D20	\$18.385	\$18.585	\$18.864
LIFT MAINTENANCE MECHANIC	CCR093	D20	\$18.385	\$18.585	\$18.864
MOTOR MECHANIC HELPER	CPW147	D20	\$18.385	\$18.585	\$18.864
MOTOR MECHANIC III	CPW157A	D20	\$18.385	\$18.585	\$18.864
LEAD HAND/TRUCK DRIVER (SPECIAL CREW)	CPW172B	D19	\$18.210	\$18.410	\$18.686
BEAUTIFICATION TECHNICIAN	CPW181B	D18	\$18.034	\$18.234	\$18.508
FORESTER II	CPW135	D18	\$18.034	\$18.234	\$18.508
FORESTRY INVESTIGATOR	CPW141	D18	\$18.034	\$18.234	\$18.508
LEAD HAND (GREENHOUSE)	CPW185	D18	\$18.034	\$18.234	\$18.508
LEAD HAND (VALVE REPAIR)	REN137	D18	\$18.034	\$18.234	\$18.508
MAINTENANCE INVESTIGATOR	REN175	D18	\$18.034	\$18.234	\$18.508
RINK ATTENDANT/CHIEF OPERATOR	CCR076	D18	\$18.034	\$18.234	\$18.508
SENIOR WATER METER INSTALLER	RFN172	D18	\$18.034	\$18.234	\$18.508
SIGHT SOUND TECHNICIAN	CCR084	D18	\$18.034	\$18.234	\$18.508
SMALL EQUIPMENT REPAIRER (CEMETERIES)	CPW164A	D18	\$18.034	\$18.234	\$18.508
SMALL EQUIPMENT REPAIRER (FORESTRY)	CPW187	D18	\$18.034	\$18.234	\$18.508
YARD PERSON/FORESTER II	CPW143	D18	\$18.034	\$18.234	\$18.508

CITY/REGION WP NO.	NEW WAGE GRADE	JOB EVAL. MAX RATE JAN 16 99	EFFECTIVE JAN 1 99 (1.5%)	EFFECTIVE APRIL 1 99 (1.5%)
CPW137	D17	\$17.859	\$18.059	\$18.330
CCR080	D17	\$17.859	\$18.059	\$18.330
REN161	D17	\$17.859	\$18.059	\$18.330
CPW145	D17	\$17.859	\$18.059	\$18.330
RFN174	D17	\$17.859	\$18.059	\$18.330
CPW128E/CPW128W	D17	\$17.859	\$18.059	\$18.330
CPW172A	D17	\$17.859	\$18.059	\$18.330
CPW140	D16	\$17.683	\$17.883	\$18.151
CCR079	D16	\$17.683	\$17.883	\$18.151
CPW106	D16	\$17.683	\$17.883	\$18.151
RDS135	D16	\$17.683	\$17.883	\$18.151
RDS263	D16	\$17.683	\$17.883	\$18.151
CCR119	D16	\$17.683	\$17.883	\$18.151
REN163	D16	\$17.683	\$17.883	\$18.151
CPW115	D16	\$17.683	\$17.883	\$18.151
CPW102	D15G	17.630	\$17.830	\$18.097
CCR081	D15	\$17.508	\$17.708	\$17.974
CPW112	D15	\$17.508	\$17.708	\$17.974
RDS155	D15	\$17.508	\$17.708	\$17.974
CPW152	D15	\$17.508	\$17.708	\$17.974
CCR178	D15	\$17.508	\$17.708	\$17.974
REN194	D15	\$17.508	\$17.708	\$17.974
CPW165	D15	\$17.508	\$17.708	\$17.974
CPW167	D15	\$17.508	\$17.708	\$17.974
CPW110B	D15	\$17.508	\$17.708	\$17.974
REN251	D15	\$17.508	\$17.708	\$17.974
CPW105	D15	\$17.508	\$17.708	\$17.974
CPW103	D15	\$17.508	\$17.708	\$17.974

CURRENT JOB TITLE	CITY/ REGION WP NO.	NEW WAGE GRADE	JOB EVAL MAX RATE JAN 16/93	EFFECTIVE JAN 15/99 (\$10.20)	EFFECTIVE APRIL 1999 (\$15%)
ASPHALT SPREADER OPERATOR	CPW168	D14	\$17.333	\$17.533	\$17.796
GARAGE ATTENDANT I	CPW117	D14	\$17.333	\$17.533	\$17.796
GARDENER II	CPW161	D14	\$17.333	\$17.533	\$17.796
LARGE POWER GRADER OPERATOR	CPW116	D14	\$17.333	\$17.533	\$17.796
LEAD HAND (MAINTENANCE SHOP)	REN140	D14	\$17.333	\$17.533	\$17.796
LEAD HAND/TRUCK DRIVER (BEAUTIFICATION)	CPW128D	D14	\$17.333	\$17.533	\$17.796
MOBILE SNOW BLOWER OPERATOR	CPW204	D14	\$17.333	\$17.533	\$17.796
RINK ATTENDANT II (SEASON.%)	CCR015	D14	\$17.333	\$17.533	\$17.796
ROLLER OPERATOR	CPW113	D14	\$17.333	\$17.533	\$17.796
SPORTS GROUNDKEEPER I	CPW132B/CCR077A/CCR077B	D14	\$17.333	\$17.533	\$17.796
STREET SWEEPER/FLUSHER OPERATOR	CPW110	D14	\$17.333	\$17.533	\$17.796
WATER METER INSTALLER	RFN173	D14	\$17.333	\$17.533	\$17.796
YARD ATTENDANT (PARKS)	CPW129P	D14	\$17.333	\$17.533	\$17.796
YARDPERSON (BEAUTIFICATION)	CPW129L	D14	\$17.333	\$17.533	\$17.796
AVIARY TECHNICIAN	CPW129F	D13	\$17.157	\$17.357	\$17.617
CONCRETE CUTTER OPERATOR	CPW197	D13	\$17.157	\$17.357	\$17.617
GARAGE ATTENDANT II	CPW191	D13	\$17.157	\$17.357	\$17.617
GREENSKEEPER II	CCR078	D13	\$17.157	\$17.357	\$17.617
HYDRAULIC BACKHOE OPERATOR (CEMETERIES)	CPW162	D13	\$17.157	\$17.357	\$17.617
LABOURER/TRUCK DRIVER (MAINTENANCE)	REN252	D13	\$17.157	\$17.357	\$17.617
TRUCK DRIVER (DISTRICTS)	CPW109A/CPW109B	D13	\$17.157	\$17.357	\$17.617
TRUCK DRIVER (DUMPTRUCK-HOIST)	REN151C	D13	\$17.157	\$17.357	\$17.617
TRUCK DRIVER (FLATBED-HOIST)	REN151B	D13	\$17.157	\$17.357	\$17.617
TRUCK DRIVER (ROADS)	RDS149	D13	\$17.157	\$17.357	\$17.617
TRUCK DRIVER/LABOURER (LITTER CONTAINERS)	CPW169	D13	\$17.157	\$17.357	\$17.617

NEW WAGE GRADE	JOB EVAL MAX RATE JAN 16/93	EFFECTIVE JAN 15/99 (\$10.20)	EFFECTIVE APRIL 1999 (\$15%)
D12	\$16.982	\$17.182	\$17.440
D12	\$16.982	\$17.182	\$17.440
D12	\$16.982	\$17.182	\$17.440
D12	\$16.982	\$17.182	\$17.440
D12	\$16.982	\$17.182	\$17.440
D12	\$16.982	\$17.182	\$17.440
D12	\$16.982	\$17.182	\$17.440
D12	\$16.982	\$17.182	\$17.440
D12	\$16.892	\$17.182	\$17.440
D11	\$16.806	\$17.006	\$17.261
D11	\$16.806	\$17.006	\$17.261
D11	\$16.806	\$17.006	\$17.261
D11	\$16.806	\$17.006	\$17.261
D11	\$16.806	\$17.006	\$17.261
D11	\$16.806	\$17.006	\$17.261
D10	\$16.631	\$16.831	\$17.084
D10	\$16.631	\$16.831	\$17.084
D10	\$16.631	\$16.831	\$17.084
D10	\$16.631	\$16.831	\$17.084
D9	\$16.455	\$16.655	\$16.905
D9	\$16.455	\$16.655	\$16.905
D9	\$16.455	\$16.655	\$16.905
D9	\$16.455	\$16.655	\$16.905

T-794 P. 03

FROM:

TO: 819 953 9582

MAY 05 '99 16:31

THIS MEMORANDUM OF AGREEMENT MADE THIS 25th day of February, 1999

Between the negotiating committees of:

THE REGION OF HAMILTON-WENTWORTH
(hereafter referred to as the Region)

and

THE CORPORATION OF THE CITY OF HAMILTON
(hereafter referred to as the City)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5
(REGION AND CITY BARGAINING UNITS)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES; LOCAL 167
(REGION ADMINISTRATIVE AND CITY BARGAINING UNITS)

1. The parties herein agree to the terms of the Memorandum as constituting full settlement of all matters at issue between the parties.
2. The undersigned representatives of the parties agree to recommend unanimously acceptance of all the terms of this Memorandum to their respective parties.
3. The parties herein agree that the term of the Collective Agreement shall be April 1, 1999 to March 31, 2001.
4. The parties agree that all provisions of the Collective Agreements covering the period April 1, 1996 to March 31, 1999 (City CUPE Local 5 and 167), shall continue in effect except as amended by the following provisions.
5. The terms and conditions of the City CUPE Local 5 and 167 Collective Agreements, will be deemed to govern relations between the parties, except that provisions contained in the expired Regional CUPE Local 5 and 167 Collective Agreements, will be deemed to be renewed, and will form part of the City Collective Agreements, to the extent necessary to meet operational requirements.
6. The Collective Agreements shall be amended in accordance with the following, including attachments and such amendments shall become effective upon ratification by both parties whose proper officers have appended their signatures hereto unless specifically provided otherwise.

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OCT 10 2000

The following **are** the amendments referred to in item 5 above:

SENIORITY

1. With respect to seniority, City Local 5 and Region Local 5 lists will be dovetailed insofar as, Regional employees shall carry service and seniority and be placed within the City list at the appropriate position.
2. With respect to seniority, City Local 167 and Region Local 167 (Administrative) lists will be dovetailed insofar as, Regional employees shall carry service and seniority and be placed within the City list at the appropriate position,
3. Non-union employees who are included in unionized positions will be ascribed seniority, equivalent to their current service with the Employer and will be dovetailed insofar as, employees shall carry service and seniority and be placed within the City list at the appropriate position.
4. Whenever any non-union position is transferred into a bargaining unit and there is an incumbent in the position, the incumbent will be transferred with the position and the position will not be posted.
5. With respect to seniority, employees transferred from one bargaining unit to another bargaining unit, will be dovetailed insofar as, employees shall carry service and seniority and be placed within the new bargaining unit list at the appropriate position. The parties agree that members who have posted or transferred between bargaining units and suffered a loss in seniority shall be made whole. It is understood that the union shall identify such members to the employer.
6. Amend Article 14.4 of the City Local 5 Collective Agreement, for lay-off , in accordance with the following:
 - In all cases of lay-off and recall from lay-off, such lay-off or recall shall be made with seniority being the governing factor provided the employee retained or recalled can, in management's opinion, perform the work in a satisfactory manner. 'The employees retained must possess the skills, abilities and necessary qualifications to perform the work required, regardless of their regular classification. In the event employees exercise their seniority rights, in the context of a lay-off, to "bump up", they must return to their former position upon recall. It is expressly understood that, in the exercise of its rights under this clause, management will not act in a manner that is arbitrary or discriminatory.

SCOPE:

1. All employees of the Legal/Law Department shall be excluded from the bargaining units.
2. All employees of the Economic-Development Department in the following classifications shall be excluded from the bargaining units: Convention Services Co-ordinator, Products Development Officer-Conventions, Products Development Officer-Tourism.
3. All Information Systems Department employees other than Supervisors, those above the rank of Supervisor and any employees whose duties include confidential labour-relations and personnel matters, shall be included in the scope of Local 167, in accordance with the following:

To be included in the bargaining unit: P.G. Burgess
C.J. Carver
R.M. Daoust
R.W. Hrynyk

To be excluded from the bargaining unit: G.J. Calcagni
R.T. Stone
D.D. Bianchin

4. All Trade Licence Officers to be included in the scope of Local 167.
5. All Administrative Assistants to Directors and above shall be excluded from the bargaining unit. All others shall be included in the scope of Local 167.
6. All positions transferred from one bargaining unit to the other shall be included in the scope clause of the receiving bargaining unit and deleted from the scope clause of the donor bargaining unit. Signs and Marking Specialist to Local 5 from Local 167 and Landscape Designer to Local 167 from Local 5, Graphic Art Technician from Local 5 to Local 167. Delete Rodperson from Local 5 schedule A and re-evaluate Chris Plank (incumbent) in accordance with his current duties).
7. The Signs and Marking positions shall have their pending Job Evaluation maintenance request completed under the Local 167 plan, It is also understood that the Signs and Marking positions will be changed to a forty hour work week, The Signs and Marking positions will be deemed to be unique and will not be used as a comparator for establishing future wage grade for any other positions.
8. Employees who currently occupy positions presently within a bargaining unit, and whose positions have been identified for exclusion from any bargaining unit, will be given the option of competing for the newly excluded position, Should they not be the successful candidates for this position, they will receive a notice of lay-off, which will allow them to exercise their bumping rights in order to remain in an included position,

DURATION OF AGREEMENTS

April 1, 1999 to March 31, 2001

WAGES AND BENEFITS

1. Effective January 15, 1998, a general increase of \$0.20 per hour for all Local 5 (Region) classifications.
2. Effective April 1, 1998, adjust all Local 167 (Region Administrative) salary schedule rates to reflect the City 167 salary schedule rates .
3. Effective April 1, 1999, a general increase of 1.5% for all Local 5 and all Local 167 classifications.
4. Effective April 1, 2000, a general increase of 1.5% for all Local 5 and all Local 167 classifications.
5. All employees, union and non-union, at all levels of the organization, will be required to make the necessary arrangements to receive their pay via direct deposit.
6. Extended Health and Dental Plans shall all be administered to ensure that employees will not suffer any overall reduction in benefit value and coverage.
7. Income Protection shall be in accordance with the current Region plan. Changes will be as noted:
 - Local 5 (City) shall have their penalty day converted from the second occurrence to the third occurrence.
 - Local 5 (City) shall be required to submit a properly completed claim form (long form) without reimbursement.
 - Local 5 (City) the 70% benefit level shall be converted to 66 2/3%.
 - Local 167 (City) shall have their 90% benefit level increased to 100% and their 70% benefit level converted to 66 2/3%.
 - Freeze current 100% entitlement for existing City employees as existing on the date of ratification.

- Accrual of 100% entitlements for all employees to be dependent upon employees not incurring any absence for a 12 month period, with one week of 100% benefit to be accrued per 12 month absence-free period. The twelve month periods will be based on a rolling calendar beginning initially on the date of ratification and subsequently from the date of return to work from each and every successive absence. (All City employees entitled to Income Protection)
- Bridging Local 5 and 167: The Employer agrees that the first occasion of an injury or illness will be bridged so that income replacement commences 14 days after the absence begins. Any subsequent new claim or re-occurrence will be bridged so that income replacement commences 28 days after the absence begins. At such time as -the claim is decided by W.S.I.B. or L.T.D. payment will revert to direct payment from W.S.I.B. or L.T.D.
- The Sick Leave By-law (City) shall be amended in order that non-paid days will be drawn to the nearest ½ day from the current 1/10th day.

HARMONIZING COLLECTIVE AGREEMENT PROVISIONS

CUPE LOCAL 167

Article 1.3

Will be as updated by the parties and will form a Schedule “E” of the Collective Agreement.

Article 4.1

delete the reference to “in City Hall Departments”

Article 5.14

add a new article to read as follows: Construction Inspectors required on the job for a period of nine and three quarters (9 ¾) continuous working hours (including meal periods) shall be paid a meal allowance of \$5.50.

Article 8.1 (housekeeping)

Correct to read as follows:	7 weeks + 2 days	14.4%
	6 weeks + 2 days	12.8%
	6 weeks + 1 day	12.4%
	6 weeks	12.0%
	5 weeks + 4 days	11.6%
	5 weeks + 3 days	11.2%
	5 weeks + 2 days	10.8%
	4 weeks + 2 days	8.8%
	3 weeks + 2 days	6.8%
	2 weeks + 2 days	4.8%

Article 11.2 amend the language to include reference for “common law relationship”, in accordance with the current language in the Region 167 Collective Agreement.

Article **12.1** (housekeeping)
Delete paragraphs 3,4,5.

Article **13.12** (Region 13.11 periodic postings)
Add to City Collective Agreement

Article **16.3** add: The President of Local 167, (or designate), shall attend 1st step grievance meetings with the Steward.

Article **19.2** , 2nd paragraph amend by adding the word “annual” before the word anniversary.

Article **22.1** and **22.2**: applicable to part-time agreement.

Article **22.5**: delete article

Article **23.2** (add a new paragraph)
Add to read as follows: Protective clothing will be provided to cooking and housekeeping staff at the Day Care Centre. This clothing shall include art smocks for the teachers.

Article **23.3** (add a new paragraph)
Add to read as follows: Construction Inspectors shall be provided with commuter boots,

Schedule “B” (Region)

Update and Include

Schedule “E” (both)

Delete

Letters of Understanding: Add Region letter on article 14.1 as amended by deleting reference to the Regional, add Recall letter, add. MCSS letter from Region, replace cur-rem letter on full time President with current Region letter on full time President; 18 month provision in MCSS letter to be applicable to City 167.

CUPE LOCAL 5

Article **2.6**
delete

Article **5.4**
Replace clause with Regional Local 5 clause

Article **6.9**
Include Regional Sections 1 -11 to this clause

Article 6.9 (a)

Include Regional sewer & water section in continuation overtime,
Subsection v) include reference to Regional Garage

Article 6.9 (b)

Include Regional sewer & water section in scheduled overtime

Article 6.9 (c)

Include Regional maintenance investigators in call-out overtime
Include: Regional sewer & water in call-out overtime

Article: 6.9 (d) v)

Include Regional waterworks in the stand-by duty

Article 14.13(housekeeping)

Revise language to mirror the language in the Region Agreement

Letters of Understanding

Add: Region winter operations letter

The parties agree that a meeting will be convened, prior to the start of the 1999-2000 winter operations, to discuss possible modifications to the winter operations letter based on changing requirements.

Add: letter of understanding regarding unique equipment

Delete letter of understanding – temporary modified work (4)

Letter of Understanding (new) Reference to overtime in accordance with the sections, as stated in the Collective Agreement Article 6, will be subject to revisions, following discussion with the Union, in accordance with the operational changes made necessary due to restructuring.

BILL 136

The parties agree that this memorandum of settlement satisfies the negotiations aspects arising out of Bill 136 (after a merger or amalgamating event) with respect to negotiating a replacement, compromise, or first collective agreement.

SINGLE BARGAINING UNIT

The parties agree to the establishment of a single bargaining unit for all CUPE Local 5 and Local 167 employees (new local to be established through internal union process) under the employer. This will necessitate the negotiation of a single collective agreement based on the parameters established by the above-noted inside and outside collective agreements.

The parties further agree that in the negotiation of the single collective agreement, lay-off procedures, and overtime: procedures are issues that will not be bargained to impasse. Failing agreement on either lay-off or overtime procedures, these issues would remain status quo as expressed in the predecessor Local 5 and Local 167 agreements. It is understood that as a minimum the job evaluation plans shall be modified to the extent necessary to meet the requirements of Pay Equity Legislation.. Additional clarification on job evaluation is attached as Appendix "A". Should any other items result in a bargaining impasse, it would be open to the parties to resolve those differences through the strike/lock-out procedures currently available to them. The parties acknowledge that, in any event, the term of the predecessor Local 167 and Local 5 Collective Agreements will be respected..

With respect to the Single Bargaining Unit Single Collective Agreement issue the parties agree to the following:-

In the event the parties are unable to complete negotiations for a new single collective agreement as contemplated by this memorandum, notwithstanding their best efforts to do so, it is expressly agreed this memorandum and its terms and conditions, except as modified by mutual agreement, shall be recognized as the new collective agreement effective no later than March 1, 2001 and expiring h/larch 31, 2001. On the effective date of the new collective agreement the bargaining units will 'be merged into a single bargaining unit.

Amend Appendix "D" Article 4.2 (a) to read as follows:

- a) Requests for re-evaluation under the job evaluation plans may be initiated by either the incumbent or by management. Such requests may only be made once annually and, subject to the provisions of The Pay Equity Act, may only be made upon the following conditions being present:-
 - i. A departmental restructuring plan approved by the City Manager, the Council of the City of Hamilton or the Council of the Regional Municipality of Hamilton-Wentworth;
 - ii. The transfer of duties to or from another level of government;
 - iii. Programme, policy or procedural changes directed by either Council;
 - iv. New, revised or repealed legislation which affects job content.
 - v. Additional. duties and/or responsibilities are assigned by the employer on a permanent basis.

Dated this 25th day of February 1999, at Hamilton, Ontario.

FOR THE UNION

[Signature]
[Signature]
Ernest Eddie Thomas
[Signature]
[Signature]
[Signature]

FOR THE EMPLOYER

[Signature]
[Signature]

T-794 P. 04

CURRENT JOB TITLE	CITY REGION WP NO.	NEW WAGE GRADE	JOB EVAL MAX RATE JAN 16 93	EFFECTIVE JAN 16 99 (+ \$0.20)	EFFECTIVE APRIL 1 99 (+ 5%)
GARAGE ATTENDANT III	CPW190	D8	\$16.280	\$16.480	\$16.727
LABOURER (ROADS)	RDS236B	Da	\$16.280	\$16.480	\$16.727
SNOW MAKER	CCR090	D8	\$16.280	\$16.480	\$16.727
YARDPERSON (DISTRICTS)	CPW104B	D8	\$16.280	\$16.480	\$16.727
GARDENER III	CPW129M	D7	\$16.104	\$16.304	\$16.549
STREET CLEANER (DISTRICTS)	CPW199	D7	\$16.104	\$16.304	\$16.549
LABOURER (PARKS MTCE)	CCR087/CPW129C	D6	\$15.929	\$16.129	<u>\$16.371</u>
SIGNS/MARKING SPECIALIST	CTF118/CTF119	14S			\$18.533 \$19.376 \$20.218 \$21.061
STUDENT	C/R	D25	\$10.000	\$10.200	\$10.353

FROM:

NEW EMPLOYEES: PROBATIONARY RATE IS 20 CENTS BELOW RATE SHOWN

* ADD .176 CENTS/HR UPON SUCCESSFUL COMPLETION OF REFRIGERATION OPERATOR CLASS "B" MINISTRY CERTIFICATE

APR 05 '99 16:32 TO:819 953 9582