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COLLECTIVE WORKING AGREEMENT

Between

THE CORPORATION OF THE CITY OF NEPEAN

And

THE CANADIAN UNION OF

PUBLIC EMPLOYEES AND ITS LOCAL 1021

(OUTSIDE EMPLOYEES)



This Agreement made this 18th day of November, 1996

BETWEEN:

The Corporation of the City of Nepean,

Hereinaftercalled the Employer,

Party of the First Part:

AND:

The Canadian Union of Public Employees and its Local 1021,

Hereinaftercalled the Union,

Party of the Second Part:

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- 1) **To** maintain and improve the harmonious relations and settled conditions of employment between the Employer and its Employees;
- 2) **To** recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, wages, benefits, morale and security;
- 3) **To** encourage efficiency in operation.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

Now therefore, the parties agree as follows:

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1021 as the sole and exclusive Collective Bargaining Agency for the Bargaining Unit of the Employees of the Corporation of the city of Nepean in its Public Works and Parks & Recreation Departments, save and except foremen, persons above the rank of foreman and office staff, persons regularly employed for not more than twenty-four hours per week, students and persons employed for a specific term or task of less than six months and hereby consents and agrees to negotiate with the Union, or any of its authorized Committees, concerning all matters contained in this Collective Working Agreement.

2.02 Regular Part-Time Employee Defined

A Regular Part-Time Employee is an employee who regularly works more than twenty-four hours per week but less than forty hours per week.

2.03 Job Security

• Employees classed as temporary, part-time or students who are not in the Bargaining Unit shall not perform any work normally done by Employees in the Bargaining Unit that would result in the termination, layoff or reduction of regular hours of current full-time Employees.

2.04 Observance of Provisions of Agreement

The Union and the Employer recognize and accept the provisions of the Agreement as binding upon themselves, each of its duly authorized officers, representatives and employees. The Union and the employer pledge that, it and each of its duly authorized officers, and representatives and employees will observe the provisions of this agreement.

ARTICLE 3 • MANACEMENT RIGHTS AND RESPONSIBILITIES

3.01 Management Rights

The Union recognizes that it is the function of the Employer to:-

(a) hire, promote, create job classifications, transfer, lay off Employees, maintain order and efficiency; (b) discipline, suspend, discharge, or otherwise discipline Employees for **proper** cause subject **to** the right of the Employee concerned to lodge a grievance under the Orderly Procedure 'outlined in the Agreement.

3.02 No Lockout

The Employer agrees that during the life of this Agreement and during the period of negotiation of any revisions to this Agreement, or of a new Agreement, including the period of arbitration, there shall be no lockout.

3.03 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect.

ARTICLE 4. UNTON RIGHTS AND RESPONSIBILITIES

4.01 Coercion

The Union agrees that it will not intimidate or coerce Employees into membership in the Union.

&@ Restriction of Certain Union Activities Durine Working Hours

The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours, or on the premises of the Employer, or on any work project the Employer may be engaged in.

4.03 No Strikes

In recognition of the Employer's responsibility to serve the interests and **welfare** of the public, it is agreed that Employees shall assist in carrying out the Employer's business at all times **as** required by the Employer. It is further agreed that disputes which may arise between the Employer and its Employees will be dealt with in an orderly manner without interruption of service **to** the public. The Union and the Employer agree therefore that during the term of this Agreement, and during the **period** of negotiation of any revision **to** this Agreement, or of a new Agreement including the period of arbitration, there shall be no strike or other cessation of work, as defined in the **Labour** Relations Act.

4.04 Disciplinary Action With Regard To Illegal Strikes

The Union recognizes the right of the Employer **to** discharge or otherwise discipline Employees who instigate **an** illegal strike **or** who participate therein.

4.05 Picket Lines

The Union recognizes that the Employer shall have the right to discharge or otherwise discipline an Employee who refuses to cross a picket line affecting the Employer's work or undertaking in cases of emergency or for public safety and/or health reasons.

ARTICLE 5 - UNION SECURITY AND CHECK OFF OF UNION DUES

5.01 Union Security

All employees who are presently members of the Union, and all those who become members of the Union, shall as a condition of employment remain members of the Union during the term of the Agreement.

5.02 Check Off Of Union Dues

The Employer shall deduct from every Employee the monthly dues in accordance with the Union constitution, and/or by-laws, and owing by him/her to the Union. It is agreed that should the Union request a change in fee structure, the Employer shall put such change into effect within 90 days of authorization in writing.

5.03 Deductions

Deductions shall be made for each pay period and shall be forwarded to the Secretary Treasurer of the Union not later than the 15th of the following month accompanied by a list of names and addresses for all Employees from whose wages the deductions have been made.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, in January of each year, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee. The Employer will advise the Union of its nominees to the Committee.

6.03 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred to the Bargaining Committee for discussion and settlement.

6.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

6.05 Meeting of Committee

In the event either party wishes to call a meeting of the Bargaining Committees, the meeting shall be held, subject to Article 6.03, at a time and place fixed by mutual agreement.

6.06 Technical Information

The Employer shall make available to the Union, on request, not more than once a year, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, a breakdown of point rating in job evaluation, pension and welfare plans.

6.07 o Discrimination

The Employer and the Union agree that there shall be no discrimination with respect to any Employee by reason of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, age, record of offences, marital status, family status, handicap or sexual orientation.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

The Employer acknowledges the right of the Union to elect stewards from among the Employees covered by this Agreement, whose duties shall be to assist any Employee which the Steward represents, in preparing and in presenting his/her grievance in accordance with the Grievance procedure.

7.02 Chief Steward

The Departments and Work Areas covered by each Steward are listed in Schedule 'B' of this Agreement. One Steward will be appointed by the Union as Chief Steward.

7.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the Department(s) and Work Area(s) he/she represents and the Chief Steward, before the Employer shall be required to recognize him/her.

7.04 Grievance Committee

The Stewards so selected shall constitute the Grievance Committee so long as they remain Employees or until their successors are chosen.

7.05 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting necessary adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her Supervisor.

7.06 Definition of Grievance

A grievance shall be defined as the difference between the Employer and the Employee(s) or the Union in the interpretation or application of any provision contained in this Collective Working Agreement.

7.07 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1 The aggrieved Employee(s) shall submit the Grievance to his/her Steward within ten (10) working days of the occurrence giving rise to the grievance.

Step 2 If the Union Steward considers the grievance to be justified, the Employee(s) concerned, together with his/her Steward, shall within ten (10) working days of the incident giving rise to the grievance first seek to settle the dispute with the Employee's Supervisor. The Employee's Supervisor shall have five (5) working days to respond to the grievance.

Step 3 Failing satisfactory settlement at Step 2, the Employee(s) concerned together with the Chief Steward, will submit to the Department head within five (5) working days a written statement of the particulars of the complaint and the redress sought. The Department Head shall render his/her decision within five (5) working days after receipt of such notice.

Step 4 Failing settlement being reached in Step 3, the Employee(s) concerned together with the Grievance Committee shall submit the matter within fourteen (14) working days to the Chief Administrative Officer through the Commissioner of Human Resources. The decision shall be rendered within fourteen (14) working days after receipt of such notice.

Step 5 Failing satisfactory settlement being reached in Step 4, the Union may, on giving fourteen (14) working days' notice in writing from the date of delivery of the Chief Administrative Officer's decision, refer the dispute to Arbitration. Furthermore, the Union shall advise the Employer in writing as to whether the matter is being referred to a three member Board in accordance with Article 8.01 or a single Arbitrator in accordance with Article 8.09.

7.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, steps 1 and 2 of the Grievance Procedure may be omitted.

7.09 grievances on Safety

An Employee or group of Employees who believe they **are** being required to work under conditions which **are** unsafe and unhealthy shall have the right to file a grievance in the third step of the Grievance Procedure for preferred handling in such procedure and arbitration.

7.10 Replies in Writing

Replies to grievances shall be in writing at Stages 2, 3 and 4.

7.11 Supplementary Agreements

Supplementary Agreements, if any, shall form part of this Agreement and **are** subject to the grievance and arbitration procedure.

7.12 Failure to Act Within Time Limits

Failure of the Grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union or Employer on any future identical grievance.

7.13 Technical Objections to Grievances

No grievance shall **be** defeated by any formal **or** technical objection and the Arbitration Board shall have the power to allow all **necessary** amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall **be** made by registered mail addressed to the other party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within fifteen (15) working days thereafter the other party shall answer by registered mail indicating the name and address of this appointee to the Arbitration Board. The two Arbitrators shall then meet to select **an** impartial Chairman.

8.02 Failure to Appoint

If the recipient of the notice fails to appoint **an** Arbitrator, or if the two appointees fail to agree upon a Chairman within fifteen (15) working days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

8.03 Board Procedure

The **Board** may determine its **own** procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegations and render a decision within fifteen (15) working days from the time the Chairman is appointed.

8.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

8.05 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within fifteen (15) working days.

8.06 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the arbitrator it appoints;
- 2) one-half the fees and expenses of the Chairman.

8.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

8.08 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

8.09 Alternate Arbitration Procedure

The Employer and the Union recognize the right of either party to refer a grievance to a single arbitrator in accordance with the Labour Relations Act. If either party opts for this alternative it will advise the other party in writing of its intention in accordance with the time limits specified in Step 5 of the Grievance Procedure.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Warnings

Whenever the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Employee, with copies to the Secretary of the Union.

9.02 Suspension and Discharge Procedure

An Employee who has completed his/her probationary period may be dismissed or suspended for just cause and only upon the authority of the Department Head or Chief Administrative Officer. The immediate Supervisor may suspend an Employee, but shall immediately report such action to the Employer. When an Employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward or Union Official. The Employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

9.03 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly discharged shall proceed to a Hearing under Article 7, Grievance Procedure. Steps 2 and 3 of the Grievance Procedure may be omitted in such cases.

9.04 Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, or a single Arbitrator.

9.05 Employee File

After twenty-four (24) months an Employee may apply to have a written warning removed from his/her Human Resources file. After five (5) years an Employee may apply to have a suspension removed from his/her Human Resources file. The removal of any written warning or suspension is subject to the discretion of the applicable Department Head and the Commissioner of Human Resources.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service while in the bargaining unit. Provided an employee has the required qualifications, seniority shall be a major factor in determining such things as promotions, transfers, demotions, layoffs, recall and vacations.

10.02 Seniority List

The Employer shall provide to the Union, in January of each year, an up-to-date seniority list of employees in the Bargaining Unit.

10.03 Probationary Employees

Newly hired Employees shall be considered on probationary basis for a period of twelve (12) months from the date of hiring. During the Probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such Employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

10.04 Loss of Seniority

An Employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An Employee shall only lose his/her seniority in the event:

- 1) He/she is discharged for just cause and is not reinstated.
- 2) He/she resigns (a) in writing or (b) verbally in the presence of a Union Official.
- 3) He/she is absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible.
- 4) He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.
- 5) He/she is laid off for a period longer than twelve (12) months.
- 6) He/she has been declared permanently disabled and/or 24 months of long term disability has elapsed.

10.05 Transfers and Seniority outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If any Employee is transferred to a position outside of the Bargaining Unit, he/she shall retain his/her seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an Employee later returns to the Bargaining Unit he/she shall be placed in a job consistent with his/her seniority, ability, and qualifications.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When the Employer decides to post a vacancy or a newly created position inside the Bargaining Unit, the Employer shall post notices on all bulletin boards for a period of not less than one week prior to the filling of the position in order that all members will know about the position and will be able to make written application therefor. Information on the job posting shall include job title, department, duties, qualifications, hours of work, shift, wage, applicable dates.

11.02 Promotion/Job Advancement

Both parties agree to the principle of **promotion/transfer** within the service of the Employer whenever possible. Therefore when a vacant position is being filled, the senior applicant will be **promoted/transferred** (subject to Article 11.07) providing **he/she** is qualified to do the work.

11.03 Trial Period

Any Employee who changes **his/her** job classification within the Bargaining Unit shall be placed on trial **for** a period of two (2) consecutive months. Conditional on satisfactory service, such trial promotion shall become permanent **after** the period of two (2) months. The trial period **may** be extended if mutually agreed upon by the Employer, Union and the Employee. **In** the event the Employee proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds **himself/herself** unable to perform the duties of the new job classification, **he/she** shall be returned to **his/her** former position and classification at the prevailing rate of pay for that position and classification without loss of seniority. Any other Employee promoted or transferred because of the **rearrangement** of positions shall also be returned to **his/her** former position and classification at the prevailing rate of pay for that position and classification without **loss** of seniority.

11.04 Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification the Employer shall give consideration to the senior Employee who does not possess the required qualifications, but is preparing for qualification prior to posting of a **vacancy**. Such Employee will be given an opportunity to qualify within a reasonable length of time and to revert to **his/her** former position if the required qualifications **are** not met within such time.

11.05 Union Notification

The Union shall be notified of all appointments, **hirings**, layoffs, promotions, transfers, demotions, recalls and terminations of employment within the Bargaining Unit.

11.06 Disabled Employees' Preference

An Employee who has been incapacitated at **his/her** work by injury or compensable occupational disease, or who, through temporary disablement is unable to perform **his/her** regular duties, should be employed in other work which **he/she** can do if such is available, without regard to other seniority provisions of this Agreement. except that such Employee may not displace an Employee with more seniority.

11.07 Transfers

The granting of a transfer shall not be unreasonably withheld for employees who have three (3) years' seniority within their present Department, and **are** qualified to **perform** the duties of the position.

11.08 Definitions

- Promotion: **The** advancement of an employee to a job classification paying a higher wage scale than his/her present job classification.
- Transfer: **A** change of Departments within the **same** job classification or a change of position (job title) with the same wage scale or a change of **job** classification/position to a lower wage scale.

ARTICLE 12 • LAYOFF AND RECALL PROCEDURES

12.01 Layoff and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff. Employees shall be laid off in the reverse order of their seniority within their classification. Employees with the required seniority may bump the most junior Employees of equal or lesser classification providing they **are** qualified to do the work. Employees shall be recalled in the order of their seniority, providing they **are** qualified to do the work. ("Equal or lesser classification" refers to pay rates only.)

Notwithstanding the above, Maintenance Persons may bump the most junior Machine Operator I employee provided they are qualified to do the work.

12.02 No New Employees

No New Employees will be hired until those laid off have been given opportunity of re-employment.

12.03 Notice of Layoff

The Employer shall provide notice to Employees who **are** to be laid off in accordance with the provisions of the Employment Standards Act. After notice of layoff, the employee shall be paid in lieu of work for that part of the notice period during which work was not made available.

12.04 Grievance on Layoff Procedure

Grievances concerning layoff procedures due to a reduction in the working force shall be initiated at Step three (3) of the Grievance Procedure.

ARTICLE 13 - HOURS OF WORK

13.01 Hours

(a) **Operations Division, Public Works Department-**

The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday, inclusive, a total of forty (40) hours per week, commencing at 7:00 a.m. and finishing at 3:30 p.m. with one-half (1/2) hour off for lunch.

(b) **Operations Division, Public Works Department, Winter Shifts November 15 to April 15 and Spring/Fall Street Sweeping Shift -**

The normal work week shall consist of five (5) eight (8) hour days, for a total of forty (40) hours per week. Shifts shall be defined as follows:

7:00 a.m. to 3:30 p.m. with one-half (1/2) hour off for lunch
3:30 p.m. to 11:30 p.m.
11:00 p.m. to 7:00 a.m.

Shifts shall be staffed by rotation in the classification required by qualified Employees. No more than one-third (1/3) of the total Employees referred to in Article 13.01(a) shall be required to be on any one shift to which a shift premium applies at any given time. Employees assigned to shifts shall have one Saturday/Sunday weekend off during any fourteen (14) day shift cycle. The Employer shall give seventy-two (72) hours notice of change to evening or night shifts to applicable Employees except when a change in hours of work or days of work is necessitated due to emergencies or to illness of qualified personnel.

A spring and/or fall street sweeping shift may be scheduled for a period not longer than four weeks in each of the spring and fall for machine operators required to operate street sweeping equipment. When a scheduled street sweeping shift is assigned, it shall first be offered on a voluntary basis to qualified senior machine operators. If additional machine operators are required, the Employer shall designate who will be on shift.

(c) **Vehicle Maintenance Staff in the Operations Division, Public Works Department, April 16 to November 14-**

The normal work week shall consist of five (5) eight (8) hour days, for a total of forty (40) hours per week. Shifts shall be determined as follows:

7:00 a.m. to 3:30 p.m. with one-half (1/2) hour off for lunch
3:30 p.m. to 11:30 p.m.

(d) **Parks & Recreation**

The normal work week shall consist of five (5) eight (8) hour days, for a total of forty (40) hours per week. Shifts shall be defined as follows and shall include one-half (1/2) hour for lunch.

7:00 a.m. - 3:00 p.m.
8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 midnight
12:00 midnight - 8:00 a.m.
or 8:00 a.m. - 4:30 p.m. with one-half (1/2) hour off for lunch.
or 7:00 a.m. - 3:30 p.m. with one-half (1/2) hour off for lunch.

Arenas

6:00 a.m. - 2:00 p.m.
8:30 a.m. - 4:30 p.m.
9:00 a.m. - 5:00 p.m.
5:00 p.m. - 1:00 a.m.

Equestrian Park

7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.

(e) **Alternate Hours or Scheduling (Facilities)**

Notwithstanding the above normal hours of work, alternative shift schedules may be implemented for a position(s) and/or classification(s) and/or division(s).

No change in shift schedules shall be implemented without prior discussion with affected staff.

Should affected staff and management not come to a consensus on a proposed change to shift schedules, then the proposed change(s) shall be referred to the Labour Management Committee for discussion.

Where possible, the Employer shall endeavour to give a minimum 2 weeks notice of shift or work week changes to affected staff.

The Employer agrees that any change(s) in shift schedules shall continue to reflect the normal 8 hour day and 40 hour work week.

(f) **Alternate Hours or Scheduling (Facilities)**

Notwithstanding the above normal hours of work, in the Public Works Department and Parks & Recreation outside operations, alternate shift schedules may be implemented for a position(s) and/or classification(s) and/or division(s) without advanced notice or discussion due to emergencies.

The Employer agrees that any change(s) in shift schedules shall continue to reflect the normal 8 hour day and 40 hour work week.

g) Compressed Work Weeks

Where Management and the Union mutually agree, compressed work weeks may be implemented during the term of this agreement.

13.02 Hours for Shift Workers

One half (1/2) hour meal time shall be included as part of the regularly scheduled work period for Employees on evening and night shift.

13.03 Minimum Hours

An Employee reporting to work on his/her regular shift shall be paid at his/her regular rate of pay for a minimum of three (3) hours' pay if the Employee does commence work.

13.04 Break Period

All Employees shall be permitted a fifteen (15) minute rest period both in the first and second half of a shift.

13.05 Wash-Up time

Employees shall be allowed five (5) minutes wash-up time before the lunch period and before quitting time.

13.06 Union Meeting Night

On the day of each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m., except in the cases of emergency. Notice of Union meetings must be given to the employer in writing five (5) days prior to such meeting. If a Union Steward is on duty the evening of the Union meeting night, he/she may exchange shifts with another Employee provided the Supervisor and Employees mutually agree to the exchange and sufficient notice has been given.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime.

14.02 Overtime Rates

Overtime rates shall apply for work as follows:

- 1) On a regular work day - time and one-half for all overtime work.
- 2) On a regularly scheduled day off - time and one-half.
- 3) On a holiday when the Employee was scheduled to work - double time for hours worked plus the applicable holiday pay.

14.03 No Layoff to Compensate for Overtime

Employees shall not **be required** to layoff during regular hours to equalize any overtime worked,

14.04 Minimum Call-Back Time

An Employee who is called in and **required to** work outside his/her **regular** working hours shall **be** paid for a minimum of three (3) hours at overtime rates. Minimum call-back does not apply where the overtime **is** prior to the Employees' **regular** shift. A maximum of one (1) call-back can be claimed in any three (3) hour **period**.

14.05 Designation of Call-Back and Overtime

Call-Back

The senior Employee, within the classification required, shall be given first preference for call-back within his/her work area provided he/she is qualified to do the work and available.

Overtime/Other Than Call-back

The senior Employee within the classification required shall be given first preference for overtime (other than call-back) within his/her work area, provided he/she is qualified to do the work, except where circumstances require that a particular project is to be completed, then the most readily available Employees may be allocated the overtime.

In the event that the employees within the classification required are not available, then the overtime and call back preference shall first **be** given to the senior qualified employee in the work area.

14.06 Time Off In Lieu Of Overtime

Subject to Management's discretion, time **off** in lieu of overtime, (at time and one-half), may be granted to an employee. Under no circumstances shall such time off be banked in excess of 80 hours (equals 120 leave hours).

If mutual time **off**, in the **same** calendar year, cannot be agreed upon, the overtime shall be paid out at the appropriate rate of pay.

ARTICLE 15 - HOLIDAYS

15.01 List of Holidays

The Employer recognizes the following as paid holidays:

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

and any other day or part day proclaimed as a holiday by the Federal, Provincial, or Municipal Government. The Employer does not recognize Church holidays.

15.02 Holidays Falling on Weekend

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

The above paragraph does not apply to Parks and Recreation Facilities (e.g. Bell and Merivale Arenas, Sportsplex, WBSC, NCEP, Civic Square, etc...)

ARTICLE 16 - VACATIONS

16.01 Length of Vacation

Employees shall be entitled to vacation leaves, with pay on the following basis:

During 1st Year of Service	Accrue at rate of 10/12 days per month to a maximum of 10 working days per year.
During 2nd Year of Service	Accrue at rate of 10/12 days per month to a maximum of 10 working days per year.
During 3rd Year of Service	Accrue at rate of 1 3/12 days per month to a maximum of 15 working days per year.
During 4th Year of Service	Accrue at rate of 1 3/12 days per month to a maximum of 15 working days per year.
During 5th Year of Service	Accrue at rate of 1 3/12 days per month to a maximum of 15 working days per year.
During 6th Year of Service	Accrue at rate of 1 3/12 days per month to a maximum of 15 working days per year.
During 7th Year of Service	Accrue at rate of 1 3/12 days per month to a maximum of 15 working days per year.
During 8th Year of Service	Accrue at rate of 1 3/12 days per month to a maximum of 15 working days per year.
During 9th Year of Service	Accrue at rate of 1 3/12 days per month to a maximum of 15 working days per year.
During 10th Year of Service	Accrue at rate of 1 8/12 days per month to a maximum of 20 working days per year.
During 11th Year of Service	Accrue at rate of 1 8/12 days per month to a maximum of 20 working days per year.
During 12th Year of Service	Accrue at rate of 1 8/12 days per month to a maximum of 20 working days per year.

- During 13th Year of Service - Accrue at rate of 1 8/12 days per month to a maximum of 20 working days per year.
- During 14th Year of Service - Accrue at rate of 1 8/12 days per month to a maximum of 20 working days per year.
- During 15th Year of Service - Accrue at rate of 1 8/12 days per month to a maximum of 20 working days per year.
- During 16th Year of Service - Accrue at rate of 1 8/12 days per month to a maximum of 20 working days per year.
- During 17th Year of Service - Accrue at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 18th Year of Service - Accrue at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 19th Year of Service - **Accrue** at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 20th Year of Service** - Accrue at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 21st Year of Service - **Accrue** at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 22nd Year of Service - Accrue at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 23rd Year of Service - **Accrue** at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 24th Year of Service - Accrue at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 25th Year of Service - Accrue at rate of 2 1/12 days per month to a maximum of 25 working days per year.
- During 26th and Subsequent Years of Service - Accrue at rate of 2 6/12 days per month to a maximum of 30 working days per year.

16.02 Holidays During Vacation

If a paid holiday falls or is observed during an Employee's vacation period, he/she shall be granted an additional day's vacation for each holiday in addition to his/her regular vacation time.

16.03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

16.04 Vacation Pay on Termination

An Employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall **be** entitled to a proportionate payment of salary or wages in lieu of such vacation.

16.05 Preference in Vacation

Where possible, vacation shall **be** granted first on the basis of seniority.

16.06 Unbroken Vacation Period

Where possible an Employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer.

16.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the Employee by Doctor's certificate an illness or accident occurred while on vacation.

16.08 Carry-Over of Vacation

An Employee may **be** entitled to carry-over vacation from one year to the next by mutual agreement with his/her Department **Head**, but at **no** time may an Employee accumulate more than two **(2)** years vacation entitlement.

16.09 Long Term Disability and Vacation

Vacation shall not accrue while an Employee is on Long **Term** Disability.

ARTICLE 17. SICK LEAVE, WAGE REPLACEMENT PROGRAM

17.01 Short Term Illness or Injury Defined

Short term illness or injury means the **period** of time an Employee is permitted to **be** absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

17.02 Deductions from Sick Leave

Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall **be** deducted **as** one-half day.

17.03 Medical

An Employee may be required to produce a certificate from a qualified medical physician for any illness certifying that such Employee is unable to carry out his/her duties due to illness. This certificate should indicate the Employee's work restrictions and capabilities, the duration of work restrictions, and the probable date of return to regular or modified work

Where the Employer has reasonable grounds to do so, an Employee may be required to undergo a medical examination by a qualified medical physician selected by the Employer at the Employer's initiative and expense (unless expense covered by O.H.I.P.). The qualified medical physician shall release to the Employer the Employee's work restrictions and capabilities, the duration of work restrictions, and the probable date of return to regular or modified work. Access to health records shall require the Employee's consent unless otherwise permitted by legislation, tribunal or court order.

17.04 Sick Leave During Leave of Absence

When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall retain his/her cumulative sick leave credit under previous accumulated sick leave plan, if any, existing at the time of such leave or layoff.

17.05 Sick Leave Records

A record of all unused sick leave under the previous accumulated sick leave plan will be kept by the Employer. Any Employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

17.06 Death Benefit

In the event of death all accrued sick leave under the previous accumulated sick leave plan shall be paid in the form of a cash bonus to the Employee's estate.

17.07 Retirement Allowance

On retirement, (after 5 consecutive years' service) an Employee having sick leave to his/her credit under the previous accumulated sick leave plan shall receive a salary grant in lieu thereof, equal to one-half of such credit at the rate of pay effective immediately prior to his/her retirement.

17.08 Transfer of Sick Leave

An Employee will be allowed to transfer sick leave credits to a maximum of five (5) days per year from his/her accumulated credits to that of another Employee, provided that the total amount of sick leave transferred does not exceed the immediate requirements of the Employee receiving such credits upon submission of the appropriate authorization by the Union to the Corporation.

17.09 Separation Allowance

Upon resignation or layoff beyond the recall period, an Employee who has been employed by the Employer for at least five (5) consecutive years shall receive a salary grant equal to one-half of his/her sick leave credits under the previous accumulated sick leave plan at the normal rate of pay effective immediately prior to his/her resignation or layoff beyond the recall period.

17.10 Optional Use of Existing Sick Leave Credits

An Employee may use his/her existing sick leave credits under the previous accumulated sick leave plan to top-up the new Short and Long Term Disability Plans and to offset the two (2) day waiting period in the Short Term Disability Plan.

17.11 Employer Notified

An Employee who is unable to report for work due to sickness and/or accident shall notify his/her immediate Supervisor accordingly (or cause to be notified) prior to or at the time he/she is scheduled to report for duty unless he/she is unable to do so because of extenuating circumstances.

17.12 Short Term Disability Plan

All full-time permanent Employees who are absent from work and who are unable to perform their duties due to illness or injury shall be entitled to income protection, underwritten by the Employer, in accordance with the following schedule with all benefits to continue:

<u>Length of Continuous Service</u>	<u>Full Salary # of Weeks</u>	<u>75% Salary # of Weeks</u>
Less than 3 months	0	0
3 months but less than 6 months	1	16
6 months but less than 1 year	2	15
1 year but less than 1.5 years	3	14
1.5 years but less than 2 years	4	13
2 years but less than 2.5 years	5	12
2.5 years but less than 3 years	7	10
3 years but less than 3.5 years	9	8
3.5 years but less than 4 years	11	6
4 years but less than 4.5 years	13	4
4.5 years but less than 5 years	15	2
5 years and over	17	0

17.13 Reoccurrence

After the third absence period in any payroll year, the Employee will not receive pay for the first two (2) days of the fourth and subsequent absences. The Employer will institute a practice of having a joint review by the Department Head, and the Commissioner of Human Resources in order to assess the merit of waiving the two day waiting period. This review will be conducted upon the request of any Employee. The Employee will have the option of having a Union representative present at the time this request is being made.

A payroll year is considered to be the twenty-six (26) or more payroll periods which are paid to an Employee in any calendar year.

17.14 Long Term Disability Plan

All full-time permanent Employees, from commencement of employment until termination, are covered by a compulsory Long Term Disability Plan.

17.15 Total Disability Defined

An Employee is Totally Disabled if he/she is in a state of incapacity due to illness which:

1. while it continues during the Elimination Period and the following 24 months. prevents him/her from performing the essential duties of his/her own job at the onset of disability.
2. while it continues after such period. prevents him/her from earning at least 66 2/3% of his/her Basic Earnings at the beginning of his/her Elimination Period.

17.16 Payment of Benefits

If an Employee becomes totally disabled while insured, the carrier will pay a monthly indemnity benefit of 75% of the Employee's monthly basic earnings up to a maximum of \$3,500 until the earliest of the following:

1. The date the Employee ceases to be totally disabled;
2. The date the Employee is no longer under the care of a qualified medical practitioner;
3. The date the Employee reaches the Employer's official retirement age;
4. Refusal to be examined by a qualified medical practitioner appointed by the carrier.

The disability benefit paid by the carrier will be reduced by other benefits an Employee may receive from government sponsored plans, mandatory disability income benefits under provincial and federal legislation and other group insurance plans.

17.17 Rehabilitation Benefit

A disabled Employee will be encouraged to participate in a program of retraining, such as a period of part-time work, for the purpose of becoming capable of full-time employment. During this time period, an Employee may qualify for rehabilitation income if the program is approved in writing by the carrier. The rehabilitation income is available for a maximum of twenty-four (24) months beyond the elimination period.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

18.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer for up to five (5) Employees elected or appointed to represent the Union at Union conventions or seminars to which they are affiliated.

18.03 Bereavement Leave

An Employee shall be granted up to three (3) (or four (4)*) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death or critical illness of a parent*, wife*, husband*, brother, sister, child*, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparent. Where the burial occurs outside the National Capital Area and where circumstances require air travelling time, such leave shall be extended, the total not to exceed seven (7) calendar days.

18.04 Mourner's Leave

One-half (1/2) days leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner. Where reasonable circumstances exist, up to one (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

18.05 Compulsory Quarantine

Wages or salary for time lost due to compulsory quarantine shall be paid to Employees when certified by a medical officer, and shall be chargeable to sick leave.

18.06 Jury or Court Witness Duty

The Employer shall grant leave of absence with pay and without loss of seniority to an Employee who serves as Juror or Witness in Court. The Employee will present proof of such service and of the amount of pay received for same. The amount of money received from the Court shall be remitted to the Employer minus expenses.

18.07 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow Employees time to write examinations for courses approved by the Employer to improve qualifications in the service.

18.08 Maternity/Adoption Leave

General

Maternity/Adoption leave shall be granted to qualified Employees who have been continuously employed by the City for at least 13 weeks and who apply for such leave in accordance with the Employment Standards Act and the City of Nepean's Maternity/Adoption Policy.

In accordance with the Employment Standards Act the Employer shall continue to pay its share of the extended health care, dental and group life benefits during the period of leave and the Employee shall continue to accumulate seniority. Vacation shall be maintained but not accumulated during **maternity/adoption** leave. If an Employee takes leave during their probationary period, the probationary period shall be extended for the equivalent length of **time** of the leave.

Adoption Leave

The length of adoption leave shall not exceed 18 weeks and shall commence when the child (or children) comes into the care of the Employee.

Maternity Leave

The normal length of maternity leave shall be 17 weeks, but upon notification in writing (with 14 days notice of when parental leave shall commence) leave may be extended for a period of up to 18 weeks immediately following maternity leave.

An Employee wishing to shorten the duration of her maternity leave may do so by providing four weeks written notice.

After the two week waiting period, the Employer shall pay to an Employee with a minimum of 12 months seniority (at the time maternity leave commenced), a rate of pay equivalent to the difference between the Unemployment Insurance benefits the Employee is eligible to receive and 75% of her regular rate of pay for a maximum period of 15 weeks. (Effective in 1993.)

Any period of maternity leave beyond 17 weeks shall be without pay.

To be eligible for payments provided for, the Employee shall sign an agreement with the Employer providing:

- a) that she will return to work and remain with the Employer for a period of at least one year after her return to work;
- b) that should she fail to return to work at the expiration of her leave or to remain in the employment of the Employer for the period in Clause (a) she will repay the amounts provided for in this article.

Additional Maternity Leave Provisions

The Employer and the Union desire to obtain the approval of the Canada Employment and Immigration Commission, hereinafter called the "Commission" for the maternity leave provisions of the Collective Working Agreement, hereinafter called the "Supplemental Unemployment Benefits Plan" or "SUB Plan".

The Employer and the Union hereby covenant and agree as follows:

- * The objective of the SUB Plan is to supplement the Unemployment Insurance benefits received by Employees of the City of Nepean for temporary unemployment caused by maternity leave.
- * The Employees covered by the SUB Plan are all regular full-time CUPE Local 1021 Employees of the City of Nepean to whom the terms of the Collective Working Agreement apply.
- * Employees must apply and be in receipt of unemployment insurance benefits before the SUB Plan benefits become payable.
- * Employees do not have a right to SUB Plan payments except for supplementation of Unemployment Insurance benefits for the unemployment period as specified in the SUB Plan.
- * The combined weekly level of Unemployment Insurance benefits, SUB Plan benefits and other earnings will not exceed 75% of the Employee's normal weekly earnings.

- * The SUB Plan will commence January 1, 1993 and will continue for the term of this Collective Working Agreement.
- * The SUB Plan is financed from the Employer's general revenues. A separate record of SUB Plan payments will be maintained by the Employer.
- * The Employer will inform the Commission of any changes to the SUB Plan within thirty (30) days of the effective date of change.
- * The Employee must provide the Employer with proof that she is receiving Unemployment Insurance benefits.
- * The Employer will use Employment and Immigration Canada Benefit Statements to verify that Employees are receiving Unemployment Insurance benefits or other earnings.
- * Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB Plan. (57 (13) (i) of the U.I. Regulations.)

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of his/her wages and deductions.

19.02 Regular Part-Time Employees

Regular Part-Time Employees shall receive paid benefits as specified in the Employment Standards Act plus the terms of the Collective Working Agreement with the exception of Article 11.

19.03 Vacation Pay

Employees may, upon giving at least fifteen (15) working day's written notice, receive on the last office day preceding commencement of their annual vacation, an advance equal to ninety (90) percent of the pay due during their vacation period. Upon return to work the Employer will pay to the Employee the balance in the following pay period.

19.04 On Call Pay

When on call duty is assigned it shall first be offered on a voluntary basis to qualified Employees. If additional Employees are required the Employer shall designate who will be on call. Employees who are "on call" shall be immediately available by direct telephone contact and shall be paid at the rate of \$70.00 per week (or \$35.00 for a weekend, or \$50.00 for a long weekend, or \$35.00 Monday to Friday).

Call-back shall only be paid where the Employee is called in and reports to work.

Notwithstanding the foregoing, qualified and designated Employees may exchange on call duty providing the Supervisor has been given at least twenty-four hours notice.

19.05 Overtime Meal Allowance

Employees required to work more than two (2) hours overtime. in addition to their regular shift on that day, shall be:

1. Provided with a meal by the Employer or
2. Provided with a cash payment in lieu thereof in the amount of \$7.50 or (to be effective January 4, 1993)
3. Paid one-half hour overtime to be added to the end of the shift.

19.06 Education Allowance

The Employer shall pay the full cost of any course of instruction required by the Employer for any Employee to better qualify himself/herself to perform hisher job. Payment shall be made on successful completion of the course.

19.07 Application Of Retroactive Rates

An Employee who terminates hisher employment within the period of time between expiration of the current Collective Working Agreement and mutual ratification of a revised Collective Working Agreement shall not be eligible for retroactive pay rates and benefits if the Employer is unable to contact said Employee at hisher last known address within 90 days of such ratification.

19.08 Shift Premium

Employees working non-overtime or non-premium time shall be paid a shift premium of \$1.00 per hour for hours worked between 6:00 p.m. and 6:00 a.m.

19.09 Acting Pay

Within Bargaining Unit

Except for training purposes. when an Employee is required to perform the principal duties and responsibilities of an Employee in a higher paid classification for a period of one or more consecutive weeks, the relieving employee shall be paid the hourly rate for that position for all such time worked.

The Employer. when assigning Employees to acting positions shall consider qualifications, job performance, seniority, job advancement training and related job experience in the work area.

Outside Bargaining Unit

When an Employee is required to perform the principal duties and responsibilities of a non-bargaining unit Employee in a higher paid classification for a period of two consecutive weeks or more. the relieving employee shall be paid 6% over and above hisher normal wage for all such time worked.

ARTICLE 20 - JOB DESCRIPTIONS

20.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is Bargaining Agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If the Union presents written objections, a joint committee of Management and Union representatives will meet to fully discuss any disputed job descriptions. Revised **job** descriptions shall be provided to the Union.

ARTICLE 21 - WELFARE BENEFITS

21.01 Hospital and Medical Insurance

The Employer shall pay **100%** of the premiums of the following plans:

- 1) Blue Cross **or** equivalent Supplementary Plan for Semi-Private Hospital Coverage;
- 2) Blue **Cross or** equivalent Extended Health Benefit Insurance. Effective December 1, **1996** a Vision Care plan with a maximum of \$200.00 per person for a twenty-four month period.

21.02 Dental Insurance

The Employer shall pay 100% of the premiums for coverage under Blue **Cross** Plan #9, or equivalent, with **1990** ODA Schedule. (**1991** ODA effective December 1, **1996**). Should there be an increase in premiums due to an increase in the **benefits** of the above plan, the cost sharing of such increase shall be negotiated.

Effective **January 1, 1992** the Dental Plan shall include orthodontic services for the Employees; dependent children subject to the following limits:

- 50% reimbursement
- \$1,500 lifetime maximum per dependent **child**

Effective December **1, 1996**, the Dental Plan shall include major restorative services subject to the following limits:

- 50% reimbursement
- **\$1,000**. annual maximum
- \$3,000 lifetime maximum

21.03 Group Life Insurance

The Employer shall pay 100% of the premiums for group life insurance for members of the Bargaining Unit. The coverage **of** the insurance **will be** in even units of one thousand dollars and in no event be (a) less than double the Employee's basic annual salary and (b) greater than double the Employee's basic annual salary by an amount of **\$999.99**.

21.04 Retirement Benefits

The Employer and the Union mutually agree that mandatory retirement is age sixty-five (65) and Employees cannot work beyond the month of their 65th birthday unless expressly agreed to by the Employer and the Employee.

The Employer and the Union mutually agree that each member or his/her dependents shall be entitled, on his/her retirement or death, resignation or dismissal, to the benefits of the Ontario Municipal Employee Retirement Scheme as defined by OMERS.

ARTICLE 22 - SAFETY AND HEALTH

22.01 Pay for Injured Employees

An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a qualified medical physician states that the Employee is fit for further work on that shift.

Where an Employee who is injured during working hours is absent beyond the day of the injury, and is approved for Workers' Compensation, the Employer shall pay the Employee such salary as is necessary to ensure that the Employee's net salary and benefits are not reduced by reason of compensation payment while the Employee is unable to perform the essential duties of his/her job or suitable work. (Effective in 1991.)

The Employer and the Union agree that the "net salary" provision takes into account the non-taxable nature of Workers' compensation payments, and that deductions for income tax at year-end will be based on the Employer-paid portion of the Employee's pay to ensure that an Employee who has been on Workers' Compensation receives no less, but no more, net salary than an Employee who has been working.

When an Employee is absent from work, or has returned to work with no loss of pay, he/she shall remit to the Employer an amount equal to any compensation or award received from the Workers' Compensation Board. This remittance shall not apply to Employees receiving a non-economic loss award, or to Employees in receipt of a pre-bill 162 permanent disability pension or award.

22.02 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

22.03 First Aid Kits

A first aid kit shall be supplied by the Employer to each mobile unit of Employees.

22.04 Compliance with Health and Safety Legislation

The Employer and Employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. In order to promote the occupational health and safety of Employees, the Employer and the Union acknowledge the establishment of a joint Health and Safety Committee for each Department. The Union shall notify the Employer in writing of the names of its Representative for each Committee.

ARTICLE 23 - UNIFORMS AND CLOTHING

23.01 (a) Clothing Issues

All clothing issues are the Employee's responsibility and shall be cared for, securely stored when not in use and available for use as required. All replacements will be made upon authorization of the management supervisor in the work area.

Employees shall be issued with clothing as provided below:

Public Works Department (Operations Division)

Outside Employees

Upon employment:

- One hard hat, one safety vest, one rain suit, one pair of summer gloves, and one pair of winter gloves or mitts - to be replaced only upon return of worn items.
- Two pair of coveralls - to be replaced up to two new pair per year only upon return of worn coveralls.

After six months of Probationary employment:

- One pair of safety boots and one pair of winter rubber safety boots - to be replaced only upon return of worn boots.

Vehicle M

Up to four changes of coveralls per week.

After six months of Probationary employment:

- One pair of safety boots - to be replaced upon return of worn boots.

Parks & Recreation Department

Facilities Employees (Sportsplex, W.B.S.C. Arenas, Civic Square, Police Headquarters)

Upon employment:

- Uniforms consisting of two pairs of pants, two shirts, one tunic and one parka - to be replaced upon return of worn items.
- Two pair of coveralls - to be replaced up to two new pair per year only upon return of worn coveralls.

After six months of Probationary employment:

- One pair of safety boots - to be replaced upon **return** of worn boots.

Facilities Employees (National Capital Equestrian Park)

Upon employment:

- Uniforms consisting of two pairs of pants, two shirts, one winter parka and one pair of winter rubber boots - one pair of **summer** gloves and one pair of winter gloves or mitts - to be replaced only upon return of **worn** items.
- Two pairs of coveralls - to be replaced up to two new pair per year only upon return of worn coveralls.

After six months of Probationary employment:

- One pair of safety boots - to be replaced upon **return** of worn boots.

Parks Employees

Upon employment:

- One hard hat, one rain suit, one pair of summer gloves, and one pair of winter gloves or mitts - to be replaced only upon return of worn items.
- Two pair of coveralls - to be replaced up to two new pair per year only upon return of worn coveralls.

After six months of Probationary employment:

- One pair of safety boots and one pair of winter rubber safety boots - to be replaced only upon return of worn boots.

23.01 (b) Other Supplies to be Available

In addition, the Employer will maintain a supply of sufficient quantities of other necessary clothing and safety equipment including, for example, hip rubber boots, rubber gloves, hearing and eye protection for use as required in the work **area**.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Proper Accommodation

Proper accommodation shall **be** provided for Employees to have their meals and keep and change their clothes.

24.02 Bulletin Boards

The Employer shall provide bulletin **boards** which shall **be** placed **so** that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest **to** the Employees.

24.03 Tools and Equipment

The Employer shall supply all tools and equipment **required** by Employees in the performance of their duties except for the positions listed below. Replacements will **be** made by producing the worn or broken tool. The Employer shall not be **required** to supply and/or replace the basic hand tools required by mechanics, welders and bodypersons.

The Employer shall pay an annual tool/insurance allowance of **\$325.00** to each mechanic, **\$285.00** to each bodyperson **II**/painter and **\$200.00** to each welder.

The annual tool/insurance allowance shall normally **be** paid in May, or alternately by separate cheque.

24.04 Car Mileage

If an Employee is required by the Employer to **use** his/her car, mileage shall be paid at the rate of **\$0.33** per kilometre. Effective January 1 (each year) mileage shall **be** paid at the CAA rate for an automobile (compact) driven 24,000 kilometres a year as per the previous year's CAA Driving Costs publication.

24.05 Personnel Files

An Employee shall have the right, upon sufficient notice, to have access to his/her personnel file.

ARTICLE 25 - GENERAL

25.01 Continuance of Acquired Rights

It is understood and agreed that all provisions herein **are** subject **to** applicable laws now or hereafter in effect. **If** any law now existing, **or** hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, **or** if there is an amalgamation, annexation, merger or other structural change of a Municipal organization, the entire Agreement, however, shall not be invalidated and the existing rights, privileges and obligations of the Employer and employees covered by the Agreement remain in existence and either party hereto upon notice to the other may reopen for negotiation this present Agreement, but such reopened negotiations shall be limited to matters affected by the matter herein specifically set forth.

25.02 Contracting Out Procedures

1. Contracting out will be defined as the carrying out of work by a **firm** or a private Contractor, which work was formerly done by the Employer itself utilizing its own regular staff and work crews.
2. It is **recognized** that certain services have in the past been contracted out and that the municipality shall continue this practice without reference to the procedures discussed herein.
3. **If** the municipality wishes to contract out any service which will result in the reduction of permanent Employees on the payroll of the municipality, the following shall occur:
 - a) The Employer shall give notice to the Union, sixty (**60**) days in advance of the date the Employer expects to contract out the service.
 - b) The Union can concur with the arrangement **or** prepare an alternate proposal. The Head of the **Department** shall meet with the Union within **10** days of the notification for the purpose of discussing the proposed matter of contracting out. Information with respect to contracting out shall be made available to the Union at this time.
 - c) Where the Union and departmental management do not reach agreement, both parties will present their case to Council and Council's decision will be final and binding.
 - d) There shall be **no recourse** to any grievance or arbitration procedures.

The Employer shall retain complete responsibility and the right to determine the methods by which municipal services are provided. However, in the event that an Employee of three or more years of continuous service is displaced from **his/her** job as a result of contracting out of work **or** services, the Employer shall take one **or** a combination of the following actions:

- a) Relocate the Employee in another job in **his/her** area of competence if a vacancy exists within the Bargaining Unit.
- b) **If** (a) is not possible, but a position is available in which the Employee could be retrained within a period of two (2) months, the Employer will **assume** the responsibility of establishing the retraining program.
- c) **For** all Employees who are within five years **of** normal retirement age and who have ten (**10**) or more years of continuous service with the Employer, the Employer will attempt to work out an early retirement that would be mutually acceptable to the Employee and the Employer. **In** discussing the early retirement arrangements, the Union is to be involved.

- d) If none of the foregoing action is possible, and it is necessary to terminate the employment of the Employee, it is agreed to provide the Employee with a separation settlement equal to:

3 months pay for employees with 3-10 years continuous service
4 months pay for employees with 10-15 years continuous service
5 months pay for employees with 15-20 years continuous service
6 months pay for employees with 20 or more years continuous service

25.03 Labour Management Committee

Both parties recognize the existence of a Joint Labour Management Committee with equal representation. The Committee's purpose shall be:

1. To promote and improve communication between Labour and Management.
2. To exchange information in order to positively effect the goals of the enterprise and the goals of the Employees.
3. To initiate and recommend improvements in operations of the work force.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. Minutes of the meetings shall be recorded and distributed to both parties.

ARTICLE 26 - TERM OF AGREE ———

26.01 Effective Date

This Agreement shall be binding and remain in effect from ~~April 1, 1996~~ ^{April 1, 1997} to December 31, 1997 and shall continue from year to year thereafter, subject to Article 26.03.

26.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

26.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of sixty (60) and ninety (90) days prior to the termination date, give notice in writing to the other party. A date for exchange of proposals and a mutually agreeable date for negotiating a renewal or revision of the Agreement shall be established within five (5) working days of receipt of such notice by either party. Both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

26.04 Agreement to Continue in Force

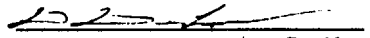
Where such exchange of proposals request revisions only the following conditions shall apply:

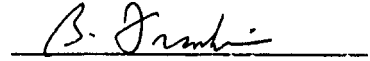
- a) The exchange of proposals shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;
- b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of this Agreement, any revisions in term, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

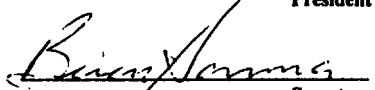
Dated this 18th day of November, 1996.

Signed on behalf of Canadian
Union of Public Employees
Local 1021

Signed on behalf of the
Corporation of Le City of Nepean


President


Mayor


Secretary


City Clerk


CUPE National Representative

SCHEDULE 'A'

PUBLIC WORKS DEPARTMENT (OUTSIDE MAINTENANCE, VEHICLE MAINTENANCE)

Classification	July 1, 1996	1%*
	(Hourly)	January 1, 1997 (Hourly)
Labourer (1st 6 months)	\$13.11	\$13.24
Labourer (6-12 months)	\$14.53	\$14.68
Labourer (permanent)	\$14.53	\$14.68
Pumping Station Operator	\$15.00	\$15.15
Truck Driver	\$15.30	\$15.45
Machine Operator I	\$15.53	\$15.69
Machine Operator II	\$16.31	\$16.47
Grader operator	\$16.54	\$16.71
Lead Hand	\$17.22	\$17.39
Mechanic I	\$16.66	\$16.83
Bodyperson I	\$16.66	\$16.83
Bodyperson I/Mechanic I	\$16.66	\$16.83
Welder I	\$16.66	\$16.83
Mechanic II	\$18.11	\$18.29
Bodyperson II/Painter	\$18.11	\$18.29
Welder II	\$18.11	\$18.29
Lead Mechanic	\$18.76	\$18.95

PARKS AND RECREATION DEPARTMENT

Classification	July 1, 1996	1%*
	(Hourly)	January 1, 1997 (Hourly)
Facility Attendant (1st 6 months)	\$13.11	\$13.24
Farm Hand (1st 6 months)	\$13.11	\$13.24
Facility Attendant (6-12 months)	\$14.53	\$14.68
Farm Hand (6-12 months)	\$14.53	\$14.68
Facility Attendant (permanent)	\$14.53	\$14.68
Farm Hand (permanent)	\$14.53	\$14.68
Maintenance Person (1st 6 months)	\$13.11	\$13.24
Maintenance Person (6-12 months)	\$15.30	\$15.45
Maintenance Person (permanent)	\$15.30	\$15.45
Small Engine Mechanic	\$16.66	\$16.83
Lead Hand (Facilities)	\$16.84	\$17.01
Lead Hand (Parks & Operations)	\$17.22	\$17.39
Facility Attendant (former Maintenance Person 'A' in Facilities)	Green Circle (\$15.30)	Green Circle (\$15.45)
Lead Hand (Facilities) (former Maintenance Person 'B' in Facilities)	Green Circle (\$17.22)	Green Circle (\$17.39)
Regular Part-Time	\$8.40	\$8.48

* Note: Reflects the Jan. 1, 1994 1% increase the Union preserved under Section 24 of the Social Contract Act.

SCHEDULE "B"

Lists of Departments and ~~Work~~ Areas

<u>Department</u>	<u>Work Area</u>
Public Works	* . Outside Maintenance * . Vehicle Maintenance
Parks and Recreation	* . Park and Operations * . Sportsplex - Operations * . Sportsplex - Ice Maintenance . Bell & Merivale Arenas (for operational season only) * . WBSC - Operations . WBSC - Ice Maintenance . Technical Services . Equestrian Park * Union Steward Appointed

LETTER OF UNDERSTANDING

Re: Job Security for the Period April 1, 1996 to June 30, 1997

BETWEEN

The Corporation of the City of Nepean

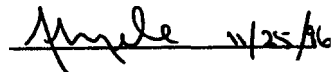
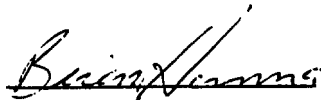
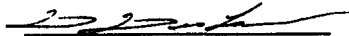
AND:

The Canadian Union of Public Employees
Local 1021 (Outside Employees)

No layoff prior to June 30, 1997, of CUPÉ Local 1021 employees who were on staff as of the date of signing the collective working agreement. Should the Collective Agreement continue from year to year or be extended for any reason, this Letter of Understanding will discontinue on June 30, 1997 at 12:00 midnight, without further notice from either party.

Dated this 18th day of November, 1996.

On Behalf of the Canadian
Union of Public Employees
Local 1021



On Behalf of the Corporation
of the City of Nepean



MAJOR



CITY CLERK.



LETTER OF UNDERSTANDING

Re: **Accumulated Sick** Leave Credit Payout

BETWEEN

The Corporation of the City of Nepean

AND:

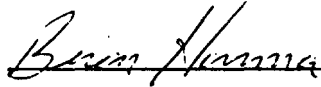
The Canadian **Union** of Public Employees
Local 1021 (Outside Employees)

During the twelve (12) month period following the date of signing of the collective working agreement, Employees will have the option of cashing in one-half (1/2) of their sick leave credits under the previous accumulated sick leave plan at the current rate of pay, up to a maximum of one-half (1/2) year's salary.

The Employer will examine the feasibility of obtaining Revenue Canada's approval to allow Employees the option to transfer some or all cashed sick leave credits directly to an RRSP in an amount not to exceed the Employee's RRSP limit that has been carried forward.

Dated this 18th day of November, 1996.

On Behalf of the Canadian
Union of Public Employees
Local 1021



On Behalf of the Corporation
of the City of Nepean


MAYOR
CITY CLERK

LETTER OF UNDERSTANDING

Re: Welfare Benefits

BETWEEN:

The Corporation of the City of Nepean

AND:

The Canadian Union of Public Employees
Local 1021 (Outside Employees)

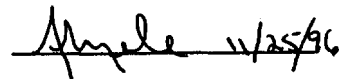
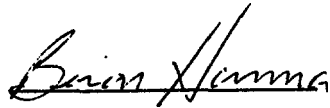
The parties agree to meet in 1997 to work on a flexible benefits package (with a view of providing employees with some choice of benefit coverage while containing Employer costs) for future implementation.

The voluntary generic drug program shall be added to the plan.

The limited private hospital room coverage shall be removed from the plan.

Dated this 18th day of November, 1996.

On Behalf of the Canadian
Union of Public Employees
Local 1021



On Behalf of the Corporation
of the City of Nepean



MAYOR



CITY CLERK

