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EFF.	96	01	01
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No. OF EMPLOYEES	140		
NOMBRE D'EMPLOYÉS	140		

1996 - 1997 LEC WORKING AGREEMENT

Between

THE CORPORATION OF THE CITY OF NEPEAN

And

(INSIDE EMPLOYEES)

NOV 19 1997

10981(01)

This **Agreement** made this day of

BETWEEN

The Corporation of the City of Nepean

Hereinafter called **the Employer,**

Party of **the First Part:**

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 1246,

Hereinafter called **the Union,**

Party of **the Second Part:**

**CUPE 1246 AGREEMENT
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Article 1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to the Agreement:
- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and its Employees.
 - 2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, salaries, benefits and morale.
 - 3) To encourage efficiency in operation.
 - 4) To promote the morale, well being and safety of all the members of the bargaining unit.
 - 5) To recognize the provisions of the Ontario Human Rights Code.
- 1.02 The Employer and the Union agree that wherever applicable in this Agreement, the singular shall include the plural.
- 1.03 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 1246 as the sole and exclusive Collective Bargaining Agency for the Bargaining Unit of Employees of the City of Nepean save and except-

Chief Administrative Officer
Assistant to the CAO

Executive Assistant to the Mayor
Administrative Assistant (Mayor's Office)
Councillors' Assistants

Commissioner of Administrative Services, City Clerk
Director of Administrative Services, Deputy City Clerk
Director of Information Services
Manager of By-Law Services
Coordinator of Corporate Records
Manager of Policy and Administrative Services
Administrative Assistant (Administrative Services)

Commissioner of ~~Human Resources~~
~~Director~~ of ~~Staff~~ Relations
Manager of ~~Human Resources~~ Services
~~Human Resources~~ Officer/~~Employment~~ Equity Coordinator
~~Human Resources~~ Assistant
Administrative Assistant (~~Human Resources~~)
~~Human Resources~~ Secretary

~~Commissioner of Finance~~
~~Director~~ of Finance and Deputy ~~Treasurer~~
Director of Revenue and Purchasing
Director of Information Technology
Manager of ~~Systems~~ Integration
Manager of ~~Network~~ Services
Manager of ~~Accounting~~
Manager of Budgets
Manager of Taxation and Assessment
Payroll/~~Accounts Payable~~ ~~Supervisor~~
Manager of Revenue
Financial Analyst
Administrative Assistant (~~Finance~~)

Commissioner of Planning & Development
Director of Planning Policy and Housing
Director of Economic & Planning Development
Director of Building ~~Services~~
Senior Planner
Manager of ~~Property~~
Manager of Development
~~General~~ Manager
Manager of Permits
Manager of Building Inspection
~~Property~~ Management Coordinator
Administrative Assistant (Planning & Development)

Commissioner of Public ~~Works~~
~~Director~~ of Operations
Director of Engineering
General Manager of Operations
Manager of ~~Financial~~ Services
Manager of Capital ~~Projects~~
Manager of ~~Infrastructure~~
Fleet Manager
~~Maintenance~~ Superintendent
Manager of ~~Transportation~~ Services
Maintenance ~~Supervisor~~
~~Shop~~ ~~Foreman/Woman~~
Driver Trainer
Administrative Assistant (Public ~~Works~~)

Commissioner of **Parks and Recreation**
 Director of Facilities Management
 Director of **Recreation**
 Director of **Park** Planning and Development
 Superintendent of Parks & **Operations**
 Superintendent of Facilities
Theatre Manager
 Superintendent of **Technical** Services
 Manager of **Financial Services**
 Manager of Aquatic Services
 Equestrian Park **Supervisor**
 Refrigeration Foreman/Woman
 Electrical **Foreman/Woman**
 Recreation **Supervisors**
 Chief Production Services
 Coordinator of Park Development
 Special Events Officer
 Pool **supervisors**
 Recreation **Programmers**
 Equestrian Park Foreman/Woman
Parks & Operations Supervisor
 Operations **Supervisor**
Supervisor of Athletic Facilities
 Supervisor of Production Services
 Parks & Operations Foreman/Woman
 Maintenance **Foreman/Woman**
 Administrative Assistant (**Parks & Recreation**)

Fire Chief/Commissioner of Emergency Services
 Deputy Fire **Chief/Director** of Emergency Services
Secretary (Office Coordinator)

Persons regularly employed for not more than 24 hours per week, students, and persons employed for a specific term or task of less than nine (9) months and Employees covered or exempted by CUPE Local 1021 and hereby consents and agrees to negotiate with the Union, or any of its authorised Committees, concerning matters contained in the Collective Working Agreement.

2.02

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.

Article 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.01 Management Rights

The Union **recognizes** that it is the function of the Employer to: (a) hire, promote, transfer, lay off Employees, classify positions, **maintain order** and efficiency (b) discipline, suspend, discharge, or otherwise discipline Employees for proper **cause** subject to the Employee concerned to lodge a grievance under the orderly **procedure outlined in this 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 and to provide a copy of the Collective Working Agreement to each new Employee.

Article 4 - UNION RIGHTS AND RESPONSIBILITIES

4.01 Coercion

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

4.02 Restriction of Certain Union Activities During 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 **services 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 **strikes** 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 Observance of Provisions of Agreement

The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and Employees represented by the Union, and pledges that it, and each of its duly authorized officers, and representatives and Employees represented by the Union, will observe the provisions of this Agreement.

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 this Agreement, unless promoted or transferred to a position outside the Bargaining Unit.

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

5.04 Union Dues

The Employer shall report annually the amount of Union Dues paid by each Union Member on the Revenue Canada Taxation Statement of Remuneration Paid (T-4 Supplementary). Should Revenue Canada Taxation request the removal of this information from this form, the Employer shall comply.

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, if requested, 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 members of the Employer, as appointees of the Employer, and not ~~more~~ than five members of the Union, as appointees of the Union. The Union will ~~advise~~ the Employer of the Union nominees to the Committee.

6.03 Function of Bargaining Committee

Subject to Article 25.03 all matters of mutual concern ~~pertaining to~~ this Collective Working Agreement may 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 Committees

In the event that 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 ratings in job evaluation, pension and welfare plans.

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. One Steward will be appointed by the Union as Chief Steward.

7.02 Names of Stewards

The Union shall ~~now~~ the Employer in ~~writing~~ of the name of each Steward and the Chief Steward ~~before~~ the Employer shall be ~~required~~ to ~~recognize him~~.

7.03

The Employer agrees to ~~recognize~~ a Grievance ~~Committee~~ consisting of ~~three~~ (3) members of the ~~bargaining unit~~.

7.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restricted or interfered with in any way in the performance of their duties, while investigating disputes, and presenting recommendations 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 their Supervisor.

7.05 Definition of Grievance

- (a) A grievance shall be defined as a difference between the Employer and an Employee or the Union in the interpretation or application of any provisions contained in this Collective Working Agreement.
- (b) 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 this Article may be by-passed.

7.06 Complaints and Grievances

Complaints

- (a) It is the policy of the Employer to allow Employees reasonable opportunity to present to their immediate Supervisor any request or complaint which they may have concerning any aspect of their working conditions;
- (b) It is recognized by the Employer and the Union that not every such request or complaint constitutes a grievance (as defined in Clause 7.05 hereof) entitled to be handled under the grievance procedure hereinafter provided,
- (c) Any Employee having such a request or complaint is entitled to present it to his/her immediate Supervisor for consideration. Within fifteen (15) working days of receipt of the Employee's request or complaint the Supervisor shall inform the Employee of the disposition of the request or complaint.
- (d) If the Complainant is dissatisfied with the ruling of the Supervisor, he/she may request that the matter be referred to the Department Head for final decision.

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 in writing within 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.

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 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.

7.07 Replies in Writing

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

7.08 Supplementary Agreements

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

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 its 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 representations to it. It shall hear and determine the difference or allegation and render a decision within **fifteen (15)** working days from the time the Chairman is appointed.

8.04 Decision 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.

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 arrangement 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 a copy 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 the 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 a Union official if possible, or promptly in writing if a Union official is not available.

9.03 May Omit Grievance Steps

An Employee considered by the Union to be wrongly or unjustly discharged may proceed to a hearing under Article 7, Grievance Procedure, Steps 2 and 3 of the Grievance Procedure shall 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.

Article 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service in the employment of the Employer while in the Bargaining Unit.

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 a probationary basis for a period of six months. At the discretion of the Employer, and upon notification to the Union, the probationary period may be extended for an additional (6) months. 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.
- 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 have elapsed.

10.05 Transfer and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an 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 further seniority. If such an Employee later returns to the Bargaining Unit, he/she shall be placed in a job with a classification not lower than the position occupied while previously in the Bargaining Unit and consistent with his/her seniority, ability and qualifications, unless Otherwise mutually agreed upon by the Employer, Employee and Union.

Article 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs or a new position is created inside the Bargaining unit, or applicable to Employees within the 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 be able to make written application therefor. The job posting shall include position title, department, duties, qualifications, hours of work, salary and applicable dates. The Union shall be notified if a vacated bargaining unit position is not posted within 45 days. Furthermore, the Employer shall post the names of all successful candidates for these positions on all bulletin boards for a period of not less than one week.

No outside advertising shall occur, for bargaining unit positions, during the period of internal job posting.

11.02 Job Advancement

Both parties recognize the desirability where possible of:

- 1) Promotion within the service of the Employer.
- 2) Job advancement considering ability to do the job, possession of required qualifications, job performance, work record and length of service.
- 3) Subject to 11.02 2) 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.
- 4) The Employer shall discuss with the Employee the possibility of future job advancement once the Employee reaches the end of his/her classification group.

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 consecutive months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two months. However, the trial period may be extended if mutually agreed upon by the Employee, Union and the Employer. In the event the Employee proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds himself 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 Union Notification

The Union shall be notified of all reclassifications, appointments, hiring, layoffs, transfers, recalls and terminations which affect the Bargaining Unit.

11.05 **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.

Article 12 - LAYOFFS AND RECALLS

12.01 **Layoff and Rehiring Procedure**

Both parties recognize that job security should increase based on job performance and length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority within their job title. Employees with the required seniority may bump to a position of equal or lesser classification provided they are qualified to do the work. The Employee with the least seniority within the position of equal or lesser classification shall be laid off as a result of a more senior Employee exercising their bumping rights. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. ("Equal or lesser" classification refers to salary groups only). However, in the event that an Employee of three (3) or more years of continuous service is displaced from his/her job as a result of a layoff, 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 retained within a period of two (2) months, the Employer will assume the responsibility of establishing the retraining program.
- (c) 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 three (3) months' pay after expiration of the recall period.
- (d) For all Employees who are within five (5) years of normal retirement age and who have ten (10) or more years of continuous service with the Employer, and opt for early retirement, the Employer will attempt to work out a separation settlement that would be mutually acceptable to the Employee and the Employer. In discussing the early retirement arrangements, the Union is to be involved. Any settlement shall not be less than what is provided for in paragraph (c).

12.02 **No New Employees**

No new Employees will be hired until those laid off have been given an opportunity for re-employment.

12.03 Notice of Layoff

Subject to the provisions of the Employment Standards Act, the Employer shall give ten (10) working days notification to Employees who are to be laid off. After notice of layoff, he/she shall be paid in lieu of work for that part of ten (10) days during which work was not made available.

12.04 Grievance on Layoff Procedures

Grievances concerning layoff procedures shall be initiated at Step three (3) of the Grievance Procedure (Article 7.07).

Article 13 - HOURS OF WORK

General

The Employer may assign a job(s) or position(s) to either a 35 or 40 hour work week on a regular basis by mutual agreement between the parties.

13.01 Hours

(a) Office Staff

For the months September to June the normal work week shall consist of five (5) 7 hour days from Monday to Friday inclusive, for a total of 35 hours per week. The normal work day shall commence at 8:30 a.m. and finish at 4:30 p.m. with 1 hour off for lunch. (Change to commence in 1993.)

For the months July and August the normal work week shall consist of five (5) 6 1/2 hour days from Monday to Friday inclusive, for a total of 32 1/2 hours per week. The normal work day shall commence at 8:30 a.m. and finish at 4:00 p.m. with 1 hour off for lunch.

(b) Inspectors

For the months March to December the normal work week shall consist of five (5) 7 hour days from Monday to Friday inclusive, for a total of 35 hours per week.

For the months January and February the normal work week shall consist of five (5) 6 1/2 hour days for a total of 32 1/2 hours per week. (Change to commence in 1993.)

(c) Senior Traffic & Animal Protection Officer, By-Law Enforcement Officers and Central Information Systems Division.

For the months September to June the normal work week shall consist of 35 hours per week. (Change to commence in 1993.)

For the months July and August the normal work week shall consist of 32 1/2 hours.

The distribution of hours shall be by mutual agreement.

(d) Traffic & Animal Protection Officers

For the months September to June the normal work week shall consist of 35 hours. For the months July and August the normal work week shall consist of 32 1/2 hours.

The normal work day shall consist of the following shifts:

6:00 a.m. to 2:00 p.m.
2:00 p.m. to 10:00 p.m.
4:00 p.m. to 12:00 midnight

or other shifts as mutually agreed upon.

(e) Building Maintenance Staff, Riding Instructor, Building Systems Technician, Technical Services Assistant and Electrician

For the months September to June the normal work week shall consist of 40 hours.

For the months July and August the normal work week shall consist of 37 1/2 hours.

The distribution of hours shall be by mutual agreement.

(f) Senior Building Attendant and Building Attendant/Parks & Recreation

For the months September to June the normal work week shall consist of 40 hours.

For the months July and August the normal work week shall consist of 37 1/2 hours.

Shifts shall be defined as follows:

7:00 am to 3:00 p.m.
8:00 am. to 4:00 p.m.
3:00 p.m. to 11:00 p.m.
4:00 p.m. to 12:00 midnight

g) Vehicle Depot Positions

The normal work week shall consist of forty (40) hours and summer hours shall not be applicable.

The above noted positions may be required to start at 7:00 a.m. (to coincide with CUPE Local 1021 hours).

13.02 Break Period

All Employees shall be permitted a fifteen (15) minute rest period in the first half of a shift and a second fifteen (15) minute period which shall be added to the lunch period. (Change to commence in 1993.)

13.03 Union Meeting Night

On the day in 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 cases of emergency. Notice of Union meeting must be given to the Employer in writing five (5) days prior to such meeting.

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

- (a) All overtime shall be paid at the rate of time-and-one-half.
- (b) For the purposes of this Agreement, all overtime shall be paid to the Employee on a cash basis.
- (c) Notwithstanding the above:

Time Off In Lieu Requested by Employee

Subject to the Employer's discretion, time off in lieu of overtime, at time-and-one-half, may be granted to an Employee. Under normal circumstances, time off in lieu of overtime, shall not be banked in excess of 70 hours (equals 105 leave hours) in a calendar year. 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.

Time Off in Lieu required by the **Employer**

At the Employer's discretion, Employees may be **required** to bank overtime at ~~time-and-one-half~~ to a maximum of 70 hours (equals 105 leave hours) per calendar year. Banked time may be taken as paid leave at a time(s) mutually agreed upon by the Employee and Department Head/Department Head Designate. If agreement cannot be reached, the Department Head/Department Head Designate may allocate a specific period(s) of paid leave.

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.

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.

Staff shall normally be required to work on Remembrance Day. In lieu of Remembrance Day vacation banks shall be **increased** by one (1) day each year.

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.

15.03

Christmas Week

Notwithstanding Article 15.02, when January 1 Statutory Holiday falls on a weekend, the lieu day shall be taken on the Friday prior to the Statutory Holiday. Civic Square may be closed during Christmas week (December 25 - December 31) with employees required to use vacation or banked overtime. Subject to the Employer's discretion, Employees may be required to work Christmas week if operational needs exist. Subject to the Employer's discretion, Employees may be granted leave without pay for this period, when it has been requested by the Employee such request shall not be unreasonably withheld."

Employees with three (3) weeks or less of vacation entitlement, who are not required to work overtime due to the nature of their job, may request to work make-up hours for the Christmas week closure (at straight time) during the same calendar year. Approval shall be subject to the discretion of the Department Head/Department Head Designate.

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 1 3/12 days per month to a maximum of 15 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 ~~Year~~ and Subsequent - Accrue ~~at~~ rate of 2 6/12 days per month **to** a **maximum of 30 working** days per year.
Years ~~of~~ Service

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

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

16.06 Unbroken Vacation Period

When 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

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 Sick Leave, Long Term Disability, and Workers' Compensation and Vacation"

Vacation shall accrue while an Employee is on Short Term Disability or Workers' Compensation for less than 17 weeks. Vacation shall not accrue while an Employee is on Workers' Compensation beyond 17 weeks or 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 Certificate/Medical Examination**
 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 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 available 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) within one-half hour after the office opens.

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

Subject to Article 10.04, during the period of short term disability, the employee shall accumulate seniority.

17.13

Reoccurrence of Illness

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.

Subject to Article 10.04, during the period of long term disability, the Employee shall accumulate seniority for a maximum of 24 months.

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 may be granted upon request to the Employer, to Employees elected or appointed to represent the Union at Union conventions or seminars, except in cases of emergency or need in which instance alternate delegates may be appointed.

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*, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. When the burial occurs outside the National Capital Area, such leave shall include, as well, reasonable air travelling time, the total not to exceed seven calendar days.

18.04

Up to one-half (1/2) 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 a 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 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 1246 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 periods 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 Vacation Pay

Employees may, upon giving at least fifteen (15) working days' 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 on following pay period.

19.03

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 \$7.00 (\$7.50 in 1993).

19.04 Educational Allowances

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

19.05 Application of Retroactive Rates

If an Employee terminates his/her employment after the expiration of an existing Collective Working Agreement, he/she shall be paid retroactive rates (on a pro rata basis) only if a revised Collective Working Agreement is signed within six (6) months of the expiration of the previous Agreement.

19.06 Acting Pay

When an Employee is required to perform the principal duties and responsibilities of an 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 his/her normal salary or the "A" level for the acting position, whichever is greater, for all such time worked. When an Employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

19.07 On Call Pay

When on call duty is assigned it shall first be offered on a voluntary basis to qualified Employees within a Division. 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 when the Employee is called in and reports to work.

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

Article 20 - JOB CLASSIFICATION AND RECLASSIFICATION

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 in January of each year.

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 April 1, 1992 a Vision Care Plan with a maximum of \$175.00 per Employee (and eligible dependents) for a twenty-four month period.

Effective January 1, 1993 a Vision Care Plan with a maximum of \$200.00 per Employee (and eligible dependents) for a twenty-four month period.

Should there be an increase in premiums due to an increase in benefits of any of the above plans, the cost-sharing of such increases shall be negotiated.

21.02 **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.

21.03 **Dental Insurance**

The Employer shall pay 100% of the premiums for Blue Cross Dental Insurance Plan #9 or equivalent with 1990 ODA Schedule effective April 1, 1992. The 1991 O.D.A. Schedule shall be effective January 1, 1993. 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 April 1, 1992, the Dental Plan shall include orthodontic services for the Employee's dependent children subject to the following limits:

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

Effective January 1, 1993, the Dental Plan shall include major restorative services subject to the following limits:

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

21.04 **Retirement Benefits**

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 Employees Retirement Scheme.

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 1992.)

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.

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

First aid kits shall be supplied by the Employer. These kits shall be located in a prominent place on each floor of the municipal buildings and in each City vehicle.

Article 23 - GENERAL CONDITIONS

23.01 Bulletin

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.

23.02 Car Mileage

If an Employee is required by the Employer to use his/her car, mileage shall be paid at the rate of .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.

23.03 Clothing Allowance

- 1) The Employer shall provide hard hats, raincoats and leather gloves to Field Inspectors. Replacements will be issued on return of worn items.
- 2) Rubber boots, coveralls and hi boots shall be provided by the Employer as and when required by the Department. Replacements will be issued on return of worn items.
- 3) Safety boots shall be provided by the Employer to Employees who are required to wear safety boots. Probationary Employees will supply their own safety boots during their first six months of employment. Safety boots will be replaced on presentation of worn item. Such replacement will be made upon the joint authorization of stores person and the respective Superintendent.

23.04 Technological Change

The Employer ~~undertakes~~ to notify the Union in advance, so far as practicable, of any technological changes which the Employer ~~has decided~~ to introduce which will result in the termination or layoff of Employees within the Bargaining Unit.

The Employer ~~agrees~~ to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.

Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time.

Article 24 - GENERAL

24.01 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 any 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 this 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 matters herein specifically set forth.

24.02 Present Conditions to Continue

All rights, benefits, privileges and working conditions which Employees now enjoy, receive, or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are provided for in this Agreement but may be modified by mutual agreement between the Employer and the Union.

24.03 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 his 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, the matter shall be referred 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 training 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 actions 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 three (3) months net pay.

24.04 **Labour Management Committee**

Both parties **recognize** the importance of establishing and **maintaining** 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. **Health and safety** issued **may be referred** to **this Committee** should they not be resolved at the Departmental level.

Minutes of the meetings shall be **recorded** by the Employer and distributed to **both parties.**

Article 25 - TERM OF AGREEMENT



25.01 **Effective Date**

This Agreement shall be binding and remain in effect from January 1, 1996 to December 31, 1997 and shall continue from year to year thereafter unless either party desires amendments which shall be made in accordance with Article 25.03.

25.02 **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.

25.03 **Notice of Changes**

Either party **desiring** to propose changes or amendments to this Agreement shall, between the **period of 60 to 90** days prior to the **termination date**, give notice in **writing** to the other party of the changes or **amendments** proposed. A **mutually agreeable date** for negotiating **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.**

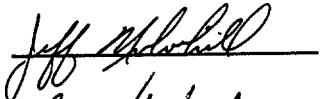

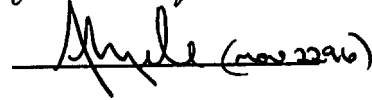
25.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:



- (a) The notice 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 the Agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

Dated this 18th day of November, 1996.

Signed on Behalf of the
Canadian Union of Public Employees,
Local 1246

Signed on Behalf of
The Corporation of the City of Nepean

 Nov. 22/96
 Nov. 22/96

**SCHEDULE 'A'
1996/1997 SALARY SCHEDULE**

	A	B	C	D	E	F	
Group 50	Hourly Rate	\$24.77	\$25.64	\$26.53	\$27.46	\$28.42	\$29.42
	Salary (35)	\$45,080.47	\$46,658.29	\$48,291.33	\$49,981.53	\$51,730.88	\$53,541.4
	Salary (40)	\$51,520.54	\$53,323.76	\$55,190.09	\$57,121.75	\$59,121.01	\$61,190.2
Group 49	Hourly Rate	\$22.72	\$23.52	\$24.34	\$25.19	\$26.08	\$26.99
	Salary (35)	\$41,358.23	\$42,805.77	\$44,303.97	\$45,854.61	\$47,459.52	\$49,120.60
	Salary (40)	\$47,266.55	\$48,920.88	\$50,633.11	\$52,405.27	\$54,239.45	\$56,137.83
Group 48	Hourly Rate	\$20.85	\$21.58	\$22.33	\$23.11	\$23.92	\$24.76
	Salary (35)	\$37,943.33	\$39,271.35	\$40,645.85	\$42,068.45	\$43,540.85	\$45,064.78
	Salary (40)	\$43,363.81	\$44,881.54	\$46,452.40	\$48,078.23	\$49,760.97	\$51,502.61
Group 47	Hourly Rate	\$19.13	\$19.80	\$20.49	\$21.21	\$21.95	\$22.72
	Salary (35)	\$34,810.39	\$36,028.75	\$37,289.76	\$38,594.90	\$39,945.72	\$41,343.82
	Salary (40)	\$39,783.30	\$41,175.71	\$42,616.87	\$44,108.46	\$45,652.25	\$47,250.08
Group 46	Hourly Rate	\$17.55	\$18.16	\$18.80	\$19.46	\$20.14	\$20.84
	Salary (35)	\$31,936.14	\$33,053.90	\$34,210.79	\$35,408.17	\$36,647.46	\$37,930.12
	Salary (40)	\$36,498.45	\$37,775.89	\$39,098.05	\$40,466.48	\$41,882.81	\$43,348.71
Group 45	Hourly Rate	\$16.10	\$16.66	\$17.25	\$17.85	\$18.47	\$19.12
	Salary (35)	\$29,299.21	\$30,324.68	\$31,386.04	\$32,484.55	\$33,621.51	\$34,798.26
	Salary (40)	\$33,484.81	\$34,656.78	\$35,869.76	\$37,125.20	\$38,424.58	\$39,769.44
Group 44	Hourly Rate	\$14.77	\$15.29	\$15.82	\$16.37	\$16.95	\$17.54
	Salary (35)	\$26,880.01	\$27,820.81	\$28,794.54	\$29,802.35	\$30,845.43	\$31,925.02
	Salary (40)	\$30,720.01	\$31,795.21	\$32,908.05	\$34,059.83	\$35,251.92	\$36,485.74
Group 43	Hourly Rate	\$13.55	\$14.02	\$14.51	\$15.02	\$15.55	\$16.09
	Salary (35)	\$24,660.56	\$25,523.68	\$26,417.01	\$27,341.61	\$28,298.57	\$29,289.02
	Salary (40)	\$28,183.50	\$29,169.92	\$30,190.87	\$31,247.55	\$32,341.22	\$33,473.17
Group 42	Hourly Rate	\$12.43	\$12.87	\$13.32	\$13.78	\$14.26	\$14.76
	Salary (35)	\$22,624.37	\$23,416.22	\$24,235.79	\$25,084.04	\$25,961.98	\$26,870.65
	Salary (40)	\$25,856.42	\$26,761.39	\$27,698.05	\$28,667.47	\$29,670.83	\$30,709.31
Group 41	Hourly Rate	\$11.40	\$11.80	\$12.22	\$12.64	\$13.09	\$13.55
	Salary (35)	\$20,756.30	\$21,482.77	\$22,234.67	\$23,012.88	\$23,818.33	\$24,651.97
	Salary (40)	\$23,721.49	\$24,551.74	\$25,411.05	\$26,300.43	\$27,220.95	\$28,173.68
Group 40	Hourly Rate	\$10.46	\$10.83	\$11.21	\$11.60	\$12.01	\$12.43
	Salary (35)	\$19,042.48	\$19,708.97	\$20,398.78	\$21,112.74	\$21,851.69	\$22,616.50
	Salary (40)	\$21,762.83	\$22,524.54	\$23,312.89	\$24,128.85	\$24,973.36	\$25,847.43

Note: Hourly rates have been rounded to two decimal places for display purposes.

MERIT INCREMENTS

The Employer may advance an Employee's classification level within a **salary** group (increment) if, **in** the opinion of the Employer, the Employee **has improved** or added to the **skills** or knowledge **required** for the **performance** of his or her duties. **If** the Employer decides to withhold an Employee's annual increment, the Employee shall be **advised** of the **reasons therefor**.

CLASSIFICATION OF POSITIONS

The Union recognized that it is the Employer's **right to** classify positions. In the case of **an** Employee who holds **a** position which is **being reclassified to** one designated with **a** higher salary group, **then** the Employee shall receive a salary designation of not less than **5%** above his/her current rate. In the **case of** **an** Employee who holds a position which is being declassified **to** one designated with a lower salary group, **then** the Employee shall **be red** circled.

The revised rate shall be effective from **the** date of formal appointment. The Employee's anniversary date shall **be** January or July, whichever is closer **to** the appointment date.

SCHEDULE 'B' - OFFICE EMPLOYEE CLASSIFICATIONS

Croup 40	Clerk 'A' Clerk/Typist 'A' cashier 'A' Switchboard Operator / Receptionist 'A'
Croup 41	Clerk 'B' Clerk/Typist 'B' Switchboard Operator / Receptionist 'B' Cashier 'B' Information Clerk Registration Clerk Rental Clerk By-Law Clerk Building Records Clerk Building Attendant
Croup 42	Clerk 'C' Clerk/Typist 'C' Secretary 'A' Revenue Clerk
Group 43	Clerk 'D' Draftsperson 'A' Secretary 'B' Housing Attendant Senior Building Attendant Senior Revenue Clerk Projects Clerk Data Entry Operator Assistant Storekeeper
Croup 44	Building Inspector 'A' Construction Inspector 'A' Draftsperson 'B' Permit Clerk Licensing Clerk Data Entry Operator II Park Planning & Development Assistant Accounting Clerk Aquatics Instructor/Lifeguard Lottery Licencing Officer Records Officer Traffic and Animal Protection Officer
Croup 45	Finance Officer I Telecommunications Coordinator Aquatics Coordinator Data Applications Coordinator Committee Coordinator

	Technical Support Assistant collections officer Sewer Condition Inspector Plan Examiner 'A' Planning Assistant Office Automation coordinator Riding Instructor Building Systems Technician
Group 46	By-Law Services Officer Finance officer II Building Inspector 'B' Infrastructure Assistant Construction Inspector 'B' Engineering Services Assistant Purchasing officer Plan Examiner 'B' Zoning Examiner Assessment Officer Communications officer Claims Officer Technical Services Assistant
Group 47	Construction Inspector 'C' Planner I Finance officer III Plumbing Inspector Computer Programmer Sr. Draftsperson Sr. Design Draftsperson Development Services Assistant Sr. Traffic & Animal Protection Officer System Specialist operations Planning Assistant Marketing Officer Secretary/Treasurer Committee of Adjustment Electrician
Group 48	Technical Assistant I Planner U Programmer/Analyst I Technical Support Specialist Chief By-Law Services Officer
Group 49	Chief Construction Inspector Technical Assistant II
Group 50	Technical Administrator

LETTER OF UNDERSTANDING

Re: Accumulated Sick Leave Credit Payout

BETWEEN:

The Corporation of the City of Nepean

AND:

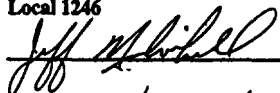
**The Canadian Union of Public Employees
Local 1246 (Inside Employees)**

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

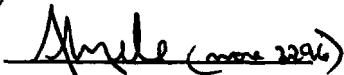
The Employer will examine the feasibility of obtaining Revenue Canada's approval to allow Employees the option to transfer some or all cashed sick leave credits directly to an RRSP in an amount not to exceed the Employee's RRSP limit that has been carried forward.

Dated this 18th day of November, 1996.


On Behalf of the Canadian
Union of Public Employees
Local 1246








On Behalf of the Corporation
of the City of Nepean


_____ Nov. 22/96


_____ Nov. 22/96

LETTER OF UNDERSTANDING

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

BETWEEN:

The Corporation of the City of Nepean

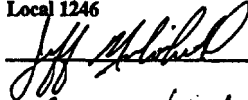
AND:

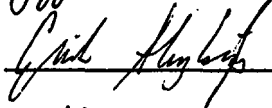
The Canadian Union of Public Employees
Local 1246 (Insular Employees)

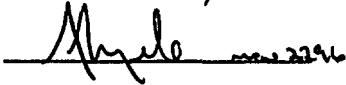
No layoff prior to June 30, 1997, of CUPE Local 1246 employees who were on staff as of the date of signing the collective working agreement. Should the Collective Agreement continue from year to year or be extended for any reason, this Letter of Understanding will discontinue on June 30, 1997 at 12:00 midnight, without further notice from either party.

Dated this 18th day of November, 1996.

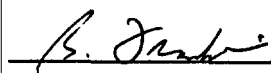
On Behalf of the Canadian
Union of Public Employees
Local 1246






_____ Nov. 22/96

On Behalf of the Corporation
of the City of Nepean


_____ Nov. 22/96


_____ Nov. 22/96

LETTER OF UNDERSTANDING

Re: Pay ~~in Lieu~~ of Vacation

BETWEEN:

The Corporation ~~of the~~ **City of Nepean**

AND:

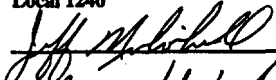
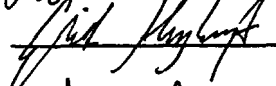
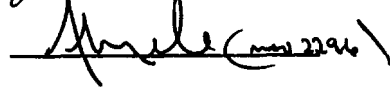
The Canadian Union of Public Employees
Local 1246 (Inside Employees)

CUPE Local 1246 employees may apply for pay in lieu of vacation, subject to the limitations defined by the City.

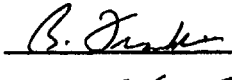

1. ~~An~~ Employee may apply for up to two (2) weeks pay in lieu of vacation entitlement per calendar year.
2. Applications shall be made to the Department ~~Head~~ or Designate and will be subject to approval by the Commissioner of ~~Human Resources~~ and the Department ~~Head~~.
3. Employees must take at least three (3) weeks vacation leave in the calendar year (where pay in lieu of vacation has been applied for) to be eligible for pay in lieu of vacation. ~~As~~ well, budgets, staffing, work record, and sick leave record shall be considered in determining eligibility.
4. ~~Maximum~~ lifetime vacation payout, including payout at time of retirement, shall not exceed two (2) years vacation entitlement.

Dated this 18th day of November, 1996.

On Behalf of the Canadian
Union of Public Employees
Local 1246

On Behalf of the Corporation
of the City of Ne —

 &*** &
 Nov. 22/96

LETTER OF UNDERSTANDING

Re: Hours of Work/Alternate Work Schedules

BETWEEN.

The Corporation of the City of Nepean

AND:

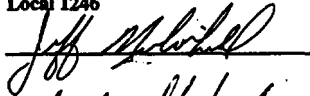
The Canadian Union of Public Employees
Local 1246 (Inside Employees)

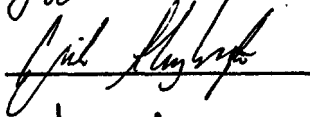
Both parties recognize the need to consider alternate work schedules for designated positions in order to provide services when they are needed.

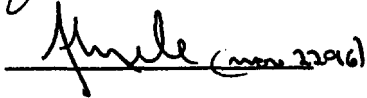
Where the Employer deems it necessary to provide services outside the normal work day, the Employer and the Union agree to discuss alternative work schedules. Both the Employer and the Union will endeavor to accommodate each other's requirements and commitments when possible.

Dated this 18th day of November, 1996.

On Behalf of the Canadian
Union of Public Employees
Local 1246







On Behalf of the Corporation
of the City of Nepean

 Nov. 22/96

 Nov. 22/96

LETTER OF UNDERSTANDING

Re: Welfare Benefits

BETWEEN:

The Corporation of the City of Nepean

AND:

**The Canadian Union of Public Employees
Local 1246 (Inside Employees)**

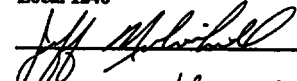
The parties agree to meet in 1997 to work on a flexible benefits package (with a view of providing employees with some choice of benefit coverage while containing Employer costs) for future implementation.


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

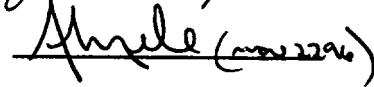
The limited private hospital room coverage shall be removed from the plan.

Dated this 18th day of November, 1996.


On Behalf of the **Canadian
Union of Public Employees
Local 1246**







_____ (Anzelle)

On Behalf of the Corporation
of the City of Nepean



Nov. 22/96


Nov. 22/96
