

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 234

INDEX

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

hereinafter called the "City"

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 234

hereinafter called the "Union"

ARTICLE 1 - PREAMBLE

1.01 PURPOSE

The purpose of this agreement is to establish, maintain and develop working conditions that are conducive to the promotion of orderly relations between the Corporation and the employees.

1.02 (a) NO DISCRIMINATION

It is mutually agreed there shall be no discrimination against any employee because of sex, age, political or union affiliation, race, religious belief, natural origin, or place of residence.

1.02(b) GENDER CLAUSE

Whenever the masculine is used in this Agreement, it shall be considered as if the feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - RECOGNITION

2.01 BARGAINING UNIT

The City recognizes the Union as the sole bargaining agent for all employees in the Manager of Public Works Department, all employees of the Parks Department under the supervision of the Parks Superintendent, all employees of the Civic Complex under the supervision of the Building Superintendent, and all employees of the Transit Department under the supervision of the Shop Foreman, save and except Foreman, persons above the rank of Foreman, and those employees covered by subsisting collective agreements, and hereby consents and agrees to negotiate with the Union, or its authorized committee thereof, in matters affecting wages, hours of work and working conditions.

2.02 WORK OF THE BARGAINING UNIT

Employees or Supervisors, whose jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, investigation, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

2.03 RIGHT OF FAIR REPRESENTATION

The Union shall have the right at any time to have the assistance of a C.U.P.E. National Representative when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 MANAGEMENT RIGHTS

The Union recognizes the right of the City to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, and such other rights **as** the City might have conferred upon it by any statute subject to the right of the employee concerned to lodge a grievance in the matter to the extent provided herein, and subject to the further provisions of this agreement.

The Union further recognizes the undisputed right of the City to operate and manage its business in all respects, in accordance with its responsibilities. The City also has a right and the Union recognizes it, to make and alter from time to time, the rules and regulations to be observed by the employees which rules and regulations shall not be inconsistent with the intent of the Agreement.

ARTICLE 4 - UNION SECURITY

4.01 ALL EMPLOYEES TO BE MEMBERS

All employees in the bargaining unit shall, as a condition of employment, become members of the Union upon hire and shall remain members in good standing during the term of this Agreement.

4.02(a) DUES OR ASSESSMENTS

The employer shall deduct from every employee of the Bargaining Unit, any dues or assessments levied by the Union on its members.

4.02(b) AUTHORIZATION FORMS

Deduction authorization forms shall be signed by the employee at the time of documentation.

4.03 DEDUCTIONS

The City shall deduct from every employee, who has signed the authorization form, weekly union dues as established by the Union. Each month, all union dues deductions shall be forwarded promptly to the Secretary-Treasurer of the Union accompanied by a list of employees from whom deductions were made. The Union shall notify the City, in writing, of any change in the amount of union dues at least one month prior to the implementing of such change.

4.04 INDEMNIFICATION CLAUSE

The Union agrees to indemnify and save the employer harmless against any claim or liability arising out of or resulting from the operation of this article.

4.05 UNION DUES WHILE ABSENT FROM WORK

The Corporation will not be responsible for the collection of any dues where because of absence from work, the employee has no earnings from which dues are required to be deducted.

ARTICLE 5 - CORRESPONDENCE

5.01 CORRESPONDENCE

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Employee Relations Officer and the Recording Secretary of the Union, with copies to the Union President and C.U.P.E. National Representative.

5.02 COUNCIL DOCUMENTS

The City agrees to make available to the Union copies of the approved open Council minutes, the open agenda, and approved budget after they have become public documents.

ARTICLE 6 - BARGAINING COMMITTEE

6.01 UNION REPRESENTATIVES

The City recognizes a Bargaining Committee of the Union of not more than five (5) members.

6.02 FUNCTIONS OF BARGAINING COMMITTEE

All matters concerning wages, hours of work and working conditions shall be referred to this Committee by the City. The Bargaining Committee shall also be recognized for the purpose of amending or renewal of this Agreement.

6.03 MEETING OF COMMITTEE

In the event that either party wishes to meet, such meeting will be held not later than ten (10) calendar days after the request, in writing, has been given by either the City or the Bargaining Committee. Any extension of this time will be by mutual agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 ELECTION OF STEWARDS

The City acknowledges the right of the Union to elect or appoint one steward for each department, save and except the Public Works and Parks Department which shall be entitled to two (2) stewards each. The Steward's duties shall be to assist any employee represented by the steward in the preparation and presentation of a grievance in accordance with the grievance procedure. The Union shall be entitled to one (1) Chief Steward at large.

7.02 GRIEVANCE COMMITTEE

The Grievance Committee shall consist of the President, one other officer of the Union, which could be the Chief Steward, and the Steward concerned, or their designate(s). The Chairperson of the Committee shall be determined by the Union.

7.03 NAME OF STEWARDS

The Union shall advise the City, in writing, of the names and any changes of the members of the Grievance Committee and Stewards.

7.04 PERMISSION TO LEAVE WORK

The Union recognizes that each Steward is employed full time by the City and that no Steward will leave the worksite during working hours without first requesting and obtaining permission from the immediate supervisor. The City agrees that such permission will not be unreasonably withheld.

7.05

SETTLING OF GRIEVANCES

The City and the Union agree that the prompt and effective settlement of the grievances is desirable and both parties agree to expedite such settlements. In order to promote the effective and equitable adjustment of grievances, the City and the Union agree to adjust any complaints or grievance through the regularly constituted grievance procedure hereinafter set forth. An alleged grievance that is not submitted within five (5) working days of its occurrence shall not be considered by the City or the Union.

Step 1: Between the Immediate Supervisor, the aggrieved employee and the Departmental Steward. The Immediate Supervisor shall render his decision within twenty-four (24) hours. If the settlement is not satisfactory, the grievance may be processed to Step 2.

Step 2: The grievance shall be reduced to writing at this step and shall be submitted within five (5) working days following the Immediate Supervisor's answer. The matter shall be between the Manager of Public Works, Manager of Parks and Recreation, Civic Complex Manager or the Transit Manager, depending on the work group, the aggrieved employee and the Departmental Steward. The Manager shall render his decision in writing to the Union within three (3) working days. After receipt of the Manager's decision, the Union will advise the Chief Administrator within an additional six (6) working days, of its intention to proceed to the next step in the grievance procedure, providing the settlement is not satisfactory. Otherwise, the case will be considered closed.

Step 3: The third step shall be between the Chief Administrator of the City and the Grievance Committee. If no settlement is arrived at in this step of the grievance procedure within ten (10) working days, or a mutually extended time, the case may be referred to arbitration. The Union will refer the case to arbitration with a copy to the employer within ten (10) working days after receipt of notice of the City's decision.

7.06 NO SUSPENSION OF WORK

Should any dispute or grievance arise between the City and the Union, there shall be no suspension of work on the part of the Employer or Employees on account of such dispute or grievance. Grievances shall not be discussed when individual or group stoppages occur, until the employees participating in the stoppage, return to work.

7.07 POLICY GRIEVANCE

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees have a grievance, or when a grievance deals with unsafe or unhealthful conditions, such grievances may be submitted at Step 2 of the Grievance Procedure for preferred handling.

7.08 GRIEVANCE ON DISCHARGE

Any employee may be discharged for misconduct, unwarranted absenteeism, absence without leave not due to illness, or for refusal or willful neglect to carry out the instructions of anyone having authority to give such instructions, notwithstanding such dismissal, the employee shall have the right to appeal as provided in the Agreement. If a discharged employee claims an injustice, his grievance must be presented within three (3) working days.

7.09 DISCIPLINE

7.09(a) Whenever the City deems it necessary to censure an employee in a manner indicating that discipline may follow, the following procedure shall apply:

1. The employee's Supervisor shall investigate the alleged infraction and review it with the Department Manager or designate.
2. The Department Manager or his designate, and the employee's Supervisor, if applicable, shall meet with the employee, and his Departmental Steward, or in his absence, a Union Steward, to discuss the alleged infraction in specific terms. The employee shall be encouraged to provide his perspective on the matter.

3. After a full investigation, and upon determining that an infraction is deemed to have occurred, the Manager or his designate shall address the employee, in writing, advising of the disposition of the investigation, providing a copy to the Union and to the Department of Human Resources.
4. If discipline is to be applied, the level and type of discipline will be clearly stated to the employee, in writing, noting the reason for the discipline. Copy to be sent to the Union and to the Department of Human Resources.
5. Written advisement of the discipline applied shall be hand-delivered to the employee in a meeting held by the employee's Supervisor with the Departmental Steward present. When impossible to hand-deliver the letter, it shall be sent to the employee's last known address via registered mail.
6. If a resolution is not reached after the above steps have been followed, the employee may initiate a grievance.*

7.09(b) The City will not use any discipline notice prior to twenty-four (24) months of the new event. In the case where an employee is being disciplined, a second or subsequent time for the same infraction, the City will not be limited to the twenty-four (24) month limitation clause.

7.09(c) Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Departmental Steward to be present at the interview and the Steward shall have the right to be present.

7.10 PERSONNEL RECORDS

An employee shall have the right to arrange an appointment to view their permanent personnel dossier during the normal office hours of the Human Resources Department. An employee shall have the right to copies of any material contained therein.

7.11 BURDEN OF PROOF

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

7.12

USE OF-DEMOTION AS DISCIPLINE

The Union recognizes the Employer's right to demote under Article 3.01 (Management's Rights) and Article 11.05 (Trial Period), However, the Employer does not view demotion as a form of discipline.

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 five (5) 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 seven (7) 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 be confined in its decision to the actual facts, evidence of data, properly placed before it in the case. It shall hear and determine the difference or allegation and render a decision within ten (10) 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, in case of a discharged employee, if the facts developed during the investigation justify the reinstatement of the aggrieved employee, the Arbitration Board shall determine the amount of back pay due to the employee.

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 three (3) 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 procedures may be extended by consent of the parties to this Agreement.

ARTICLE 9 - NO STRIKE OR LOCKOUT

9.01 NO STOPPAGE OF WORK

In view of the orderly procedure for settling grievance as hereinbefore provided, the Union agrees that there will be no illegal strike, slowdown, stoppage of work which will stop or interfere with the normal operation of the City's work and that if such action should be taken, the Union will instruct those employees who participated to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner. The City agrees that it will not cause or direct any illegal lockout of its employees.

ARTICLE 10 - SENIORITY

10.01 SENIORITY DEFINED

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit wide basis for the purpose of determining preference or priority for promotion, demotion, lay-off, permanent reduction of the workforce and recall as set out in other provisions of this Agreement.

10.02 SENIORITY LISTS

The employer shall maintain seniority lists showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, seniority shall be determined by the drawing of straws by the employees concerned. Such lists shall be posted on all bulletin boards in January of each year, with a copy to the Union.

10.03 PROBATION FOR NEWLY HIRED EMPLOYEES

All new permanent employees in the bargaining unit shall be on probation as follows:
Public Works Employees - three (3) calendar months;
Parks and Recreation Employees, Civic Complex Employees and Transit Employees - two (2) calendar months, during which time they shall have all rights under this agreement except Article 7, Grievance Procedure. After completion of the probationary period, they shall be deemed to be permanent employees. In the case of labourers or probationary attendants, they shall be reclassified as skilled labourers and attendants. Seniority shall date from the last date of hire.

10.04 LOSS OF SENIORITY

An employee shall only lose his seniority in the event:

1. he is discharged for just cause and is not reinstated;
2. he resigns in writing, and does not withdraw such resignation within one (1) working day;
3. he 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 just cause. Notification shall also be sent to the Union. It shall be the responsibility of the employee to keep the employer informed of his current address. Employees not returning to work within seven (7) calendar days, shall not only lose their seniority, but shall be deemed to have resigned from their employment;
4. he fails to return to work within three (3) days following an approved leave under Article 19.05 unless through sickness or just cause;

5. an employee with less than three (3) years seniority is laid off for more than one (1) year;
6. an employee with three (3) years or more seniority is laid off for more than two (2) years.

10.05 TRANSFER OF SENIORITY OUTSIDE OF THE BARGAINING UNIT

If an employee applies for, and is appointed to a position within another Union, Association or Section of the Corporation, he/she shall retain his/her accumulated seniority as of the date of appointment for a period of up to sixty (60) days or any extension as mutually agreed.

ARTICLE 11 - PROMOTION AND STAFF CHANGES

11.01 JOB POSTINGS

When a vacancy other than a seasonal position is to be filled or a new position is created within the bargaining unit, a notice of the opening shall be posted on the bulletin boards with a copy to the Union. A complete copy of the job description shall accompany internal postings. Seasonal vacancies within a Department shall be posted but only within that Department.

11.02 INFORMATION IN POSTINGS

Such notice shall be posted for a period of five (5) working days and shall contain the following information: position, qualifications required, such qualifications and requirements shall be those necessary to perform the job function, rate of pay, and other pertinent information concerning the job. Applications shall be in writing on the form provided and presented to the Human Resources Department, who will acknowledge receipt, in the case of permanent vacancies, and to the Department Head or designate, in the case of seasonal positions. All job postings shall state, "this position is open to male and female applicants".

11.03 **EMPLOYEE ABSENT FROM WORK**

Employees who are on a leave of absence, for any reason, during the period posting, shall be allowed to submit application for the position provided the application is received within two (2) working days of their return to **work**. In no case will applications be received later than three (3) weeks from the last day of the posting. It will be the responsibility of the Union to notify members who are absent during the posting period.

11.04 **METHOD OF MAKING APPOINTMENT**

Provided there are qualified applicants, the City will fill the position within the four (4) weeks provided. The Corporation recognizes the principle of promotion within the service of the employer. The appointment will be made on the basis of the applicant with the most seniority who has the required qualifications. The Union shall be notified, in writing, of **the** successful applicant along with the names of the other applicants for the position posted.

11.05 **TRIAL PERIOD**

Employees promoted or awarded **new** positions in this manner shall be given two (2) calendar months in which to prove satisfactory, and **if** they fail to do so in good faith, shall be returned to their **former** position without loss of seniority in such former position. It is **understood that** the **City is not obliged to continue** the trial period for the full two (2) calendar months if at **any** time during the trial period, it is demonstrated that the employee cannot meet the requirements of the job. **The** trial period may be extended by **mutual** agreement. Employees promoted or awarded new positions will receive the **rate of pay for** that position. In the event that the employee does not prove satisfactory during the trial period, the Union shall be notified. During the above noted trial period, the Employer shall provide the employee with on the job training. It is also recognized that an employee, during the course of the trial period, may choose with reason, to return to his former position. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to his/**her** former position, wage or salary rate, without loss of seniority.

11.06 RATES FOR NEWLY CREATED POSITIONS

"In all cases of newly created positions in the Bargaining Unit, the Corporation will establish an hourly rate or include the position on an existing job rate on an interim basis. The final disposition in such cases shall be by mutual agreement. In the event no agreement is reached, the matter may be submitted to the grievance and arbitration procedures."

11.07 NO OUTSIDE ADVERTISEMENT

No outside advertisement for permanent and/or seasonal positions, within the bargaining unit, shall be placed until the applications of present union members have been processed.

11.08 TEMPORARY POSITIONS

When a temporary opening occurs in a locked-in position, the position will be offered, by seniority, to an incumbent in the next lower locked-in position. If all incumbents refuse, the junior qualified incumbent in the lower position would automatically be moved upwards.

ARTICLE 12 - LAYOFF, RECALL AND TERMINATION

12.01 LAYOFFS AND RECALLS

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority. Employees shall be recalled in order of their seniority provided they are capable of performing the work. No new employees will be hired until those laid off have been given an opportunity of re-employment, provided they are capable of performing the work.

12.02 UNION NOTIFICATION

The City shall advise the Union of all hirings, layoffs, recalls and terminations of employment.

12.03 NOTICE OF LAYOFF

The City shall notify employees, in writing, according to the provisions of the Employment Standards Act.

12.04 GRIEVANCE ON LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step #2 of the grievance procedure.

ARTICLE 13 - HOURS OF WORK

13.01 HOURS OF WORK

The regular scheduled work week for day employees shall consist of five (5) days per week, Monday to Friday. The regular scheduled day shall consist of eight (8) hours from 7:30 a.m. to 4:30 p.m., excluding one (1) hour for lunch.

13.02 REST PERIOD

13.02 (a) DAY WORKERS

A work break or rest period of fifteen (15) minutes shall be allowed day workers during the forenoon and afternoon. The forenoon break shall be taken during the period of 9:30 a.m. to 10:00 a.m. and the afternoon break between 2:30 p.m. and 3:00 p.m. This rest period shall not in any case exceed the time limit provided which is fifteen (15) minutes off the job. Crews working on emergency work shall make arrangements with their foreman to take their breaks outside of the aforementioned period.

13.02(b) SHIFT WORKERS

Employees shall be entitled to a rest period or work break of fifteen (15) minutes in both the first half and second half of their shift. Shift workers shall take their first break two (2) hours after the start of their shift, and their second break six and one half (6 1/2) hours after the start of their shift. Crews working on emergency work shall make arrangements with their foreman to take their breaks outside of the aforementioned period.

13.03 PARK ATTENDANTS, DUTY SUBFOREMEN, MAINTENANCE MEN AT CIVIC COMPLEX AND ATTENDANTS AT THE TRANSIT DEPARTMENT

It is understood that certain employees, namely Park Attendants, Duty Subforemen and Maintenance Men at the Civic Complex and Attendants at the Transit Department will have their hours of work scheduled to suit the requirements of the job.

13.04 SHIFT WORK - SCHEDULING OF SHIFT WORK

The Union recognizes the right of the City to schedule shift work outside the regular scheduled work day and work week as operations warrant. When a change in shifting is required, Management will formulate the change and will review any such change with the Union and the employees affected. Such shift shall consist of five (5) consecutive days of eight (8) hours each, with a one half (1/2) hour paid lunch period included within each shift, The lunch hour period shall not apply to blower operations during snow removal.

13.05 NOTICE OF SHIFT WORK - PUBLIC WORKS

Notice of shifts shall be **posted** one (1) week prior to commencement. In the case of winter control, the notice shall be three (3) days.

13.06 SHIFT PREFERENCE

Employees may apply for shift work. Capable employees with the most seniority shall be given preference.=- Failing sufficient applications, the most junior capable employee will be appointed.

13.07 NOTICE OF CHANGE

Under normal conditions, employees shall receive a minimum of ~~forty-eight~~ (48) hours advance notice prior to the commencement of the shift. Under winter control conditions, the minimum advance notice shall be eight (8) hours.

ARTICLE 14 - SHIFT DIFFERENTIAL

14.01 SHIFT DIFFERENTIAL

Those employees scheduled to work shifts shall receive a premium of thirty (30) cents per hour for 4:00 p.m. to 12:00 midnight and thirty-five (35) cents per hour for 12:00 midnight to 8:00 a.m.

Shift premium shall be paid when overtime payment is being received but an employee must **work** a minimum of four (4) hours of overtime in order to receive the shift premium for all hours worked in the overtime shift.

14.02 SUNDAY DIFFERENTIAL

Employees will be paid straight time plus a Sunday differential for all time worked on Sunday of fifty (50) cents per hour. Normal shift differential will apply.

ARTICLE 15 - OVERTIME

15.01 OVERTIME RATES

(a) All work performed over the scheduled working day shall be paid at the rate of time and one half.

(b) All work performed on an employee's regular scheduled day off or on a recognized holiday shall be paid at the rate of double time.

15.02 MINIMUM CALL BACK TIME

When an employee is called out to work after his normal day's work and if there is three (3) hours or less, he will be paid at the rate of three (3) hours at the overtime rates in this Article. After three (3) hours, he will be paid at the usual pay of overtime.

15.03 CANCELLATION OF OVERTIME

If an employee is scheduled to work overtime, by notice of the city or its designee, and such overtime is then cancelled, the employee shall receive at least four (4) hours notice of such cancellation or he shall be paid the minimum call back in accordance with subarticle 15.02. This provision shall not apply to overtime immediately following regular working hours or to call backs.

15.04 MEALS ON OVERTIME

The Employer agrees that if work being done by employees does not permit the employee to leave for a meal, a meal will be supplied by the Employer. It is understood that arrangements for the supply of meals in each department shall be by mutual agreement of the parties as determined by policy and procedures developed by the Labour Management Committee.

15.05 LOCKED-IN POSITIONS

An employee in a locked-in position, who is performing work in a temporary higher position, waives the right to any overtime related to the locked-in position that occurs during the period of employment in the higher position.

ARTICLE 16 - RECOGNIZED HOLIDAYS

16.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

and any other day declared or proclaimed as a holiday by, the Federal, Provincial, or Municipal Government, plus ..

The last half of an employee's last regularly scheduled day or shift prior to New Year's Day

and

The last half of an employee's last regularly scheduled day or shift prior to Christmas Day.

16.02 HOLIDAY PAY

The City shall pay to all employees, with one or more months of service, the pay for the said days regardless of the days on which they fall, and regardless of pay received for work performed provided that an employee, to receive pay for the said day, works the scheduled days immediately before and after such holiday.

16.03 HOLIDAY DURING SICKNESS

If a recognized holiday occurs during the period of an employee's sickness, such employee shall receive pay for that day but in no case shall he receive both his sick leave credit and recognized holiday pay.

16.04 HOLIDAY DURING VACATION PERIOD

If a paid holiday occurs during an employee's vacation period, an extra day of vacation shall be allowed.

ARTICLE 17 - VACATIONS

17.01 LENGTH OF VACATION

All Employees will be required to take their vacation. Employees shall be entitled to vacation with pay in accordance with credited service as of December 31 of the current year. Vacation pay shall be based on the percentage of total earnings for the prior year ending December 31. Less than one year's service - in accordance with the Ontario Employment Standards Act. A week of vacation is defined as forty (40) hours of scheduled work.

one (1) year or more	-two (2) weeks	-4%
four (4) years or more	-three (3) weeks	-6%
ten (10) years or more	-four (4) weeks	-8%
eighteen (18) years or more	-five (5) weeks	-10%
twenty-five (25) years or more	-six (6) weeks	-12%

17.02 VACATION PAY

An Employee shall receive his vacation pay at the time of his' vacation. A slip will be attached outlining the calculation of pay.

17.03 VACATION PERIOD

The scheduling of vacations will be in the period of January 1 to December 31, and will take into account the wishes of employees on the basis of service providing the functioning of the Department is not affected. During the peak period of mid-June to mid-September, the maximum vacation period allowed will be three (3) weeks, unless special arrangements are made with the Superintendent. Employees entitled to more than three (3) weeks will normally take the balance outside the above-mentioned peak period.

17.04 VACATION PAY ON TERMINATION

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

17.05 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an Employee is hospitalized during his/her vacation period, the Employer agrees to reschedule the employee's vacation upon production of satisfactory verification.

17.06 OVERTIME VACATION PAY

Employees who work during their vacation period shall receive their pay for such work the week following the period worked.

ARTICLE 18 - INCOME PROTECTION PLANS

18.01 SHORT TERM/LONG TERM INCOME PROTECTION PLANS

Employees shall be covered by a Short Term/Long Term Income Protection Plan.

18.02 NOTIFICATION OF SICKNESS

Employees who are unable to report for work shall notify, by phone, the person on duty at the workshop. This notification shall be at least one-half (1/2) hour before the normal starting hour. Failing notification, an employee shall not be entitled to sick leave pay unless justifiable reasons, for failing to notify, are accepted by the Superintendent.

18.03 CALCULATION OF SICK LEAVE PAYMENTS

Payment of sick leave for short term and long term purposes shall be based on an employee's classified rate prior to the illness.

18.04

SEVERANCE ALLOWANCE

On termination of employment, an employee having sick leave credits in his sick leave bank shall receive an amount equal to one-half (1/2) the days standing to this credit, but shall not exceed an amount equal to one-half (1/2) year's earnings at the regular rate of pay received by the employee immediately prior to termination of employee. In the event of the death of an employee this cash payment shall be paid to the employee's beneficiary.

18.05

SHORT TERM INCOME PROTECTION PLAN

The following plan is designed to provide both long and short service employees with an income security, after they have completed an eligibility period, who are prevented from doing their normal duties due to illness or non-occupational injury.

18.06

DEFINITIONS

a) Employee

An employee is a permanent full time employee who has completed three (3) months continuous service prior to the implementation of The Income Protection Plan (I.P.P.)

b) New Employee

A new employee is a permanent full time employee who has not completed his three (3) months continuous service,

c) Short Term Disability

This is defined as a period of disability resulting from illness or non-occupational injury as determined by a qualified medical practitioner which prevents an employee from attending his regular work and which extends for a period of not more than seventeen (17) weeks.

d) Pay

For purposes of this plan, a week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime or other increments.

18.07

COMMENCEMENT OF STIPP

This plan is to commence from a date, mutually agreed upon as the implementation date and will cover the following three categories of employees as follows:

- a) an employee (other than a new employee) shall commence coverage on the implementation date of the Plan, and
- b) a new employee shall commence coverage under the Plan on the first working day following completion of three (3) months continuous-employment, and
- c) an employee who is not present at work on becoming eligible, will commence coverage following his return to work. Not being present at work is defined as being on sick leave under the Cumulative Sick Leave Allowances Plan, group disability plan, Workers' Compensation or on leave of absence without pay, or on layoff.

18.08

SENIORITY SERVICE

Service for all employees for the purpose of this Plan, shall mean completed years of service with the employer as of their employment anniversary date, and shall commence from the date of their employment with the Employer, and shall be based on full years of service in any year.

18.09

SCHEDULE

	Amount Payable	
	Weeks @ 100%	Weeks @ 70%
0 to 3 months	0	0
3 months to 6 months	0	17
6 months to 1 year	1	16
1 year to 2 years	2	15
2 years to 3 years	3	14
3 years to 4 years	4	13
4 years to 5 years	5	12
5 years to 6 years	7	10
6 years to 7 years	9	8
7 years to 8 years	11	6
8 years to 9 years	13	4
9 years to 10 years	15	2
10 years and over	17	0

18.10 GENERAL CONDITIONS

a) PAY PROVISIONS

Payments from the previous-noted schedule will be made on the following basis with the provision that any absence of more than one-half (1/2) day due to illness will constitute an occasion:

- i) from the first day of absence for the first four occasions of absence in a calendar year, and
- ii) from the second day of the fifth absence in the calendar year.

b) MEDICAL APPOINTMENTS

In the event an employee finds it necessary to attend a series of medical appointments (i.e. -physiotherapy) which would be of short duration on each occasion, the employee shall bring a letter of explanation from the physician or similar party, explaining the purpose of these sessions, time, length of time per visit and total number of visits to his department head. In such a case, permission shall be granted by the department head to allow the employee to be away for these sessions. These sessions will not constitute an occasion.

c) LENGTH OF DISABILITY

Payments will be made for a maximum of seventeen (17) weeks during any one continuous period of disability. Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months. A disability due to a different cause will be considered a new period after a return to active employment for two (2) weeks.

d) MEDICAL CERTIFICATE

The city may require a medical certificate to be supplied for each period of absence. In the event that an employee is absent for twenty (20) work days or more, he shall supply a medical certificate certifying eligibility to return to normal duties,

e) PREGNANCY LEAVE

No benefits will be payable during a period of pregnancy leave of absence to which an employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the employee has applied and been approved by the Employer.

f) APPLICATION FOR DISABILITY PENSION

In known cases where it is the Doctor's opinion that the employee is disabled and prevented from returning to work, the applicant shall make application for disability pension under the Canada Pension Plan, Ontario Municipal Employees Retirement System, etc. Payments from these plans shall be used to offset sick leave benefits.

g) INJURY OR ILLNESS OUTSIDE OF EMPLOYMENT

An employee who is engaged in outside employment apart from his employment with the Corporation, is not entitled to any benefits under the provisions of the Short Term Income Protection Plan for any occupational injury or illness due to outside employment.

h)

PAYMENT OF PREMIUMS, BENEFITS, ETC.

The Employer will continue to pay their regular portion of premiums for fringe benefit costs, including O.H.I.P., Major Medical, Life Insurance, Dental, etc., and any other applicable benefits negotiated for a period of not longer than seventeen (17) consecutive weeks during short term illness. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

18.11 LONG TERM DISABILITY PLAN

18.12 ELIGIBILITY

All seniority employees who are members of C.U.P.E. Local 234 bargaining unit who have not attained age 65.

18.13 EFFECTIVE DATE OF BENEFITS

Your coverage will become effective on your date of eligibility, provided you are actively at work on a full-time basis. If you are not actively at work on the date insurance would normally commence, coverage will begin on your return to work full-time for full pay.

18.14 LONG TERM DISABILITY BENEFIT

The Long Term Disability insurance provides income security, should you become totally disabled prior to age 65 due to a sickness or injury which totally disables you over a long period of time. The Plan provides you with coverage on and off the job.

18.15 MONTHLY BENEFIT

Your monthly benefit is equal to 70% of your normal monthly earnings which are defined as your base rate x 40 hours per week and excludes overtime pay. This amount is reduced by an income payable to you as a result of your disability from any of the following sources:

1. Sick Pay from the City
2. Any other group insurance disability benefits arranged through the Employer or any professional association.
3. Retirement benefits from the City or a governmental plan.

4. Governmental disability benefits
5. Workers' Compensation benefits
6. Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefits.)

If you are receiving other disability income, the monthly benefit under this Plan will be reduced so that disability income you receive from all sources does not exceed 80% of your regular monthly earnings at the time you became disabled.

18.16 COMMENCEMENT OF BENEFITS

The benefits commence seventeen (17) weeks after the date that disability began, which shall include the period of payment under the terms of the Short Term Income Protection Plan. Proof of disability must be submitted within seventeen (17) weeks following the qualifying period.

18.17 BENEFIT PERIOD

Following the qualifying period, you will receive a monthly income until the earlier of:

1. Attainment of age 65
2. Cessation of total disability
3. Attainment of date of retirement
4. Death

18.18 DEFINITION OF TOTAL DISABILITY

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fitted by training, education or experience will constitute total disability.

It is not required that you be confined to home, but you must be under the regular care of a physician.

18.19 RECURRENT DISABILITIES

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returned to work full-time for more than:

- 1 month if satisfying the qualifying period, or
- 6 months if receiving the disability benefits.

18.20 REHABILITATIVE EMPLOYMENT

If during the first twenty-four (24) months of payments you are able to engage in some work and earn some income, the Plan will continue to pay you on a reduced basis. The benefit amount will be reduced by 50% of the wages or earnings which you receive from such employment during this twenty-four (24) month period. Your income from all sources during this period of rehabilitative employment must not exceed 90% of your basic wages from your normal occupation immediately prior to your total disability.

18.21 WAIVER OF PREMIUM

Premiums falling due within a period when benefits are payable are waived.

18.22 TERMINATION OR EMPLOYMENT

Your Long Terra Disability benefit terminates when you terminate your employment. If you are disabled at the time of termination, you may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

18.23 EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the following:

1. A disability where you are not under continuing medical supervision and treatment.
2. A disability caused by intentionally self-inflicted injuries or illness while sane or self-inflicted injuries or illness while insane.
3. A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot.

4. Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial Statutes or mutually agreed to by you and the City.
5. Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution.
6. If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

18.24 COST OF THE PLAN

100% payable by the Corporation.

18.25 TAXABILITY OF BENEFITS

Any benefit received is taxable income, and proper documentation will be forwarded by the insuring company.

18.26 CLAIMS

To make a Long Term Disability claim, obtain a claim form from the Human Resources Department, have your doctor complete the form and return it to the Human Resources Department.

In order to be eligible for payment, claims must be submitted no later than seventeen (17) weeks following the qualifying period.

18.27 EMPLOYEE BENEFITS WHILE ON DISABILITY

While on Long Term disability, an employee shall accumulate seniority and shall be entitled to all rights and benefits under Article 22 and Article 23.03, and the premiums on such benefits as contained in Article 22 shall be paid by the Employer for a period of twenty-four (24) months.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 UNION CONVENTIONS AND MEETINGS

.Leave of absence without pay will be granted to an employee who may be elected or appointed to perform Union business or attend conventions or meetings in connection with Union affairs.

19.02 JURY DUTY

Employees subpoenaed to serve as jurors or witnesses in Criminal or Civil Courts shall be granted leave of absence for such purposes, such leave of absence being granted without loss of privileges, enjoyed by the employees. Such employee shall present a satisfactory certificate showing the period of such jury service or witness service and the amount of compensation received therefore. If the employee deposits with the City Treasurer, the full amount of compensation received for jury service or witness service and presents an official receipt therefore, the Treasurer shall authorize payment of full salary or wages for the period granted as leave of absence, on account of such jury or witness service. If the Employee refuses to pay the Treasurer such funds, he shall forfeit the right to claim any part of his salary or wages for the aforementioned period of absence.

19.03 BEREAVEMENT LEAVE

Leave of absence with pay, to a maximum of three (3) regular scheduled work days immediately prior to and including the day of the funeral shall be granted to an employee who has suffered the loss of a spouse, a son, a daughter, father, mother, father-in-law, mother-in-law, sister or brother, son-in-law, and daughter-in-law, and one (1) regular scheduled work day for the day of the funeral for grandparent, a sister-in-law or brother-in-law. In the event of cremation, or delayed interment, employees shall be granted the day of interment of the remains, provided the day is a regular scheduled work day.

19.04 FULL TIME REPRESENTATIVE

Any Employee who is elected to a full time position with the Union shall be granted leave of absence without pay and while on such leave of absence shall retain his seniority. Such leave not to exceed one year but shall be renewable from year to year provided the request is made in writing by the Union.

19.05 GENERAL LEAVE

The Employer may grant employees personal leave without pay for periods as mutually agreed upon to a maximum of one (1) year upon prior approval from the Employer. Unless an employee on such personal leave reports for duty on or before the first working day following the expiration date of such leave, he/she will be subject to Article 10.04 (4). An extension to a personal leave may be granted by mutual consent between the Employer and the Union. Personal leave shall not be granted for the purpose of engaging in work outside the service of the Employer. The name of an employee on an authorized personal leave, shall be continued on the Seniority List. Employees on leave of absence without pay in excess of thirty (30) calendar days shall assume the total cost of the premiums for the benefit plans contained in Article 22. Employees may choose to carry the benefits as outlined in Article 22, provided they pay 100% of the premium cost.

ARTICLE 20 - PAYMENT OF WAGES

20.01 PAY DAYS

The City shall pay wages every Thursday in accordance with the Schedule "A", attached hereto and forming part of this Agreement.

20.02 PAY DURING PROMOTION

When an employee is promoted to a higher paid position, he will draw the rate of pay for that job from the first day the man started to work on that job.

20.03 PROCESSING GRIEVANCE AND NEGOTIATIONS

Employees shall not suffer a loss of pay when required to leave their employment temporarily in order to carry on negotiations or meet with the City or with respect to a grievance. The City shall not be responsible for loss of pay during any matter where a third party is involved.

The rate of pay shall be the rate of the position last occupied prior to attending the meeting. The Employee shall be responsible for notifying the secretary to the Manager of Public Works or Manager of Parks and Recreation, or Civic Complex Building Superintendent or the Transit Shop Foreman, regarding the time spent and the rate. Adjusted payment shall be made.

20.04 PAY ON TEMPORARY TRANSFER, HIGHER RATED JOB

When an Employee is assigned temporarily to a position paying a higher rate of pay, he shall receive the rate of pay for that classification.

20.05 PAY ON TEMPORARY TRANSFER, LOWER RATED JOB

When an employee is assigned temporarily to a position paying a lower rate, his/her rate shall not be reduced.

20.06 PAY - SATURDAY/SUNDAY

Employees who work Saturday and/or **Sunday** as part of their regular forty **(40)** hours will be paid at straight time except for those employees listed in Appendix "B" who will receive time and one half for all hours worked on Sunday for as long as the employee remains in that classification.

ARTICLE 21 - RETIREMENT

21.01 RETIREMENT

All employees shall retire from the City on their sixty-fifth (65th) birthday or on any day thereafter within that month.

21.02 EARLY RETIREMENT

The City will maintain major medical, dental and vision care benefits including a paid up life insurance policy of \$12,500 until age 65, for those who retire between the ages of 60 - 65.

21.03 PENSION PLAN

a) In addition to the Canada Pension Plan, every Employee shall join as a condition of employment, the Ontario Municipal Employees Retirement System. The City and the Employees shall make contribution in accordance with the provisions of the plan. Employees who were covered under the Standard Life Plan shall be entitled to the benefits accrued at the time the plan was substituted by the O.M.E.R.S. plan (January 1, 1964).

b) The employer shall enter into an agreement with O.M.E.R.S. to supply a type I premium recognizing prior service.

21.04 SUPPLEMENTARY PENSION BENEFITS

The provisions of the supplementary benefits under our O.M.E.R.S. pension plan, shall be analyzed for the purpose of costing. Such analysis shall be reviewed with the Union Executive.

ARTICLE 22 - EMPLOYEE BENEFIT PLANS

22.01 HOSPITAL, MEDICAL, DENTAL AND LIFE INSURANCE PLAN

The Employer shall pay 100% of the premium cost for the following plans:

1. Ontario Health Insurance Plan (OHIP)
2. London Life Major Medical Plan presently in effect
Effective April 1, 1990 London Life major medical plan including semi-private coverage \$10/20 deductible and 90/10 co-insurance.
3. Effective January 1, 1993, the maximum vision care benefit to an employee and dependents will be \$160.00 in any consecutive 24 calendar months.
4. Group Life Insurance Plan which shall be twenty-five thousand (\$25,000.00) dollars plus the other provisions of the policy, including a benefit of twelve thousand five hundred (\$12,500.00) dollars paid-up policy at normal retirement. The plan will also provide for dependent coverage in the amounts of \$5,000.00 for spouse and \$2,500.00 for dependent children.
5. Dental Plan equivalent to Blue Cross #9 with a three-year lag on the ODA fee schedule i.e.

1991 - 1988 ODA
1992 - 1989 ODA
1993 - 1990 ODA
1994 - 1991 ODA
1995 - 1992 ODA

ARTICLE 23 - SAFETY AND HEALTH

23.01 COOPERATION ON SAFETY

The Union and the City shall cooperate in continuing and perfecting regulations which will afford adequate protection to Employees engaged in hazardous work.

23.02 SAFETY EQUIPMENT

The City shall observe all reasonable precautions and provide such safety equipment as may be reasonably required for the protection of its employees. Employees shall use the safety equipment provided and shall cooperate with the City in the prevention of accidents and shall, from time to time as occasion requires, make recommendations to the City as to the prevention of accidents. The City shall provide, to each employee, on July 1 of each year, an allowance for the purchase of safety footwear of sixty (\$60.00) dollars. Such footwear shall be worn by all employees.

23.03 WORK CLOTHING

Work clothing such as protective aprons shall be issued to men where wear and tear is greater than normal. Rubber suits and rubber boots of proper fit shall be supplied to water men, sewer men, and others who are obliged to work in inclement weather, if and when required. The Corporation will supply Employees with suitably identified uniforms, as follows:

- 1) three (3) shirts and three (3) pairs of pants each year and to be issued in the spring;
- 2) coveralls, as required, will be at the discretion of the Supervisor;
- 3) 1 parka ever 3 years beginning in 1990 and to be issued in the fall. It is understood that in the year that the parka is issued, the shirts and pants in item 1) above will not be issued;
- 4) 3 T-shirts and 1 baseball type cap issued in the spring of each year beginning in 1990.

Employees who are on approved leave of absence or long term disability at the time of issue shall receive one (1) issue upon return to work.

23.04 PAY FOR INJURED EMPLOYEES

If an Employee gets hurt during working hours and needs medical attention, he will be paid for the remaining hours of that working day.

23.05 FIRST AID KITS

All trucks and mobile equipment shall be supplied with First Aid Kits, such kits to be kept properly stocked and to be checked once per month by a Representative of the Union and the City.

ARTICLE 24 - TOOL ALLOWANCE

24.01 TOOL ALLOWANCE

Employees occupying the positions listed below are required to provide the necessary tools related to their trade.

As such, the Corporation shall pay a tool allowance on July 1 of each year as follows:

	Effective Apr. 1/92	Effective Apr. 1/93
Mechanics	\$225.00	\$230.00
Carpenter	\$125.00	\$130.00
Subforeman "B"		
Refrigeration (Complex)	\$115.00	\$120.00
Utility Man, (Transit)	\$115.00	\$120.00
Maintenance Man (Complex)	\$115.00	\$120.00
Maintenance Man "B"		
Refrigeration	\$115.00	\$120.00

ARTICLE 25 - GENERAL CONDITIONS

25.01 INCLEMENT WEATHER

Employees shall not have their work week reduced because of inclement weather. Employees who cannot perform their regular work because of inclement weather are required to perform alternative work assigned to them.

25.02 PROPER ACCOMMODATIONS

The City shall provide for its employees, a building of a size to accommodate a place for lockers and lunchroom in which to eat their lunches and lockers to be supplied for said buildings.

25.03 COPIES OF AGREEMENT

The Employer will provide each employee with a copy of the Collective Agreement.

25.04 WASH UP TIME

All employees shall be allowed a five minute wash up period at the lunch break and at quitting time.

25.05 PERSONAL RIGHTS

The operation of this clause shall not be a bar to normal workplace interpersonal relations.

The Rules, Regulations and Requirements of employment shall be limited to matters pertaining to the function of the duties of each employee. No non-union supervisor, nor employees of the Bargaining Unit shall be required to perform personal services for any non-union supervisor nor bargaining unit member, which is not connected to the operation of the Employer.

25.06 TIME OFF FOR MEETINGS

The union members on the labour/management committee shall be entitled to a maximum period of one (1) hour for preparation prior to the meeting.

25.07

DZ LICENCE ENDORSEMENT

The parties agree that Employees who hold a "D" licence with "Z" endorsement as of January 14, 1992, will maintain that licence.

The City agrees to endeavour to provide interim employment to any employee in a driving classification who, due to a temporary loss of licence, is unable to continue full-time employment in their usual classification provided such loss of licence is a first occasion.

Such employee will revert to his former position and classification if the licence is reinstated within twelve (12) months.

An employee in a non-driver classification shall not lose his position and classification in the event he loses his licence for any reason.

ARTICLE 26 - JOB SECURITY

26.01

JOB SECURITY

All current full-time permanent employees as of November 19, 1992 within the bargaining unit are guaranteed employment with the City for life. Such guaranteed employment is subject to the collective agreement. This clause shall not be renegotiated by the City at any other contract negotiations as long as one of these employees remain in the bargaining unit.

The City further agrees that there will be no lay-offs and no reduction in the regular hours of work or wages as defined in Article 13.01 and 13.04 for any of the above-mentioned full-time permanent employees.

These employees will have their names listed in Appendix "A" which will form part of the collective agreement.

ARTICLE 27 - JOB DESCRIPTIONS

27.01

JOB DESCRIPTIONS

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

ARTICLE 28 - TERM OF AGREEMENT

28.01 DURATION

- a) ,This Agreement shall be binding and remain in effect from April 1, 1991 to March 31, 1995
- b) This Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing by January 1st in any year that it desires any changes required in the Agreement, whereupon the parties shall negotiate a new Agreement with respect to the proposed changes.

28.02 CHANGES IN AGREEMENT

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

28.03 NOTICE OF CHANGES

Either party desiring to propose changes to this Agreement shall, within the 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party or a mutually agreed date, the other party, is required to enter into negotiations for a new contract.

28.04 ERRORS AND OMISSIONS

- a) Any errors and/or omissions in the new collective agreement transferred from the Memorandum of Agreement shall be corrected immediately.
- b) Any errors and/or omissions in the new collective agreement transferred from the existing collective agreement where there were no changes made during bargaining shall be corrected immediately.

the 24 day of JUNE 1994.

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 234

Denis Hart
PRESIDENT

Joseph Martin
SECRETARY

Len Martin
NATIONAL REPRESENTATIVE

FOR THE CORPORATION OF THE
CITY OF CORNWALL

Ray Lynden
MAYOR

John O'Connell
CLERK

CHIEF ADMINISTRATOR

SCHEDULE "A"

The following hourly rates noted shall be effective on the date as indicated and shall remain in effect during the life of this contract.

	<u>Effective Apr. 1/91</u>	<u>Effective Apr. 1/92</u>	<u>Effective Apr. 1/93</u>	<u>Effective Apr. 1/94</u>
ASPHALT RAKER	14.14	14.28	14.57	14.86
CARPENTER	14.54	14.69	14.98	15.28
COACH ATTENDANT	13.98	14.12	14.40	14.69
CONCRETE FINISHER	14.14	14.28	14.57	14.86
CUSTODIAN	13.75	13.89	14.17	14.45
DUTY SUBFOREMAN	14.97	15.12	15.42	15.73
FILTERED SWIMMING POOL ATTENDANT	14.14	14.28	14.57	14.86
GARAGE & YARD ATTENDANT	14.14	14.28	14.57	14.86
LINE STRIPPER	14.14	14.28	14.57	14.86
MACHINE OPERATOR I	14.41	14.55	14.84	15.14
MACHINE OPERATOR II **	14.14	14.28	14.57	14.86
MACHINE OPERATOR III	13.89	14.03	14.31	14.60
MAINTENANCE MAN	14.14	14.28	14.57	14.86
MAINTENANCE MAN "B"				
REFRIGERATION	14.87	15.02	15.32	15.63
MECHANIC	15.46	15.61	15.92	16.24
MECHANIC CLASS "A"	15.88	16.04	16.36	16.69
MECHANIC WELDER	14.71	14.86	15.16	15.46
MECHANIC'S HELPER	14.14	14.28	14.57	14.86
PARK HORTICULTURIST	16.02	16.18	16.50	16.83
PROBATIONARY ATTENDANT	12.87	13.00	13.26	13.53
PROBATIONARY LABOURER	12.67	12.80	13.06	13.32
SEWER PIPE LAYER	14.14	14.28	14.57	14.86
SEWER & WATER SHOP ATTENDANT	14.14	14.28	14.57	14.86
SIGN INSTALLER	14.14	14.28	14.57	14.86
SKILLED LABOURER	13.75	13.89	14.17	14.45
SUBFOREMAN I	14.97	15.12	15.42	15.73
SUBFOREMAN II	14.41	14.55	14.84	15.14
SUBFOREMAN "B" REFRIG.	15.71	15.87	16.19	16.51
UTILITY MAN	14.06	14.20	14.48	14.77
WATERWORKS PIPEFITTER I	14.31	14.45	14.74	15.03
WATERWORKS PIPEFITTER II	14.14	14.28	14.57	14.86
ZAMBONI OPERATOR II ***	14.14	14.28	14.57	14.86

* Rate to be paid (only) during the swimming season.

** Machine Operator Class II with plowing wings shall receive a premium of 10 cents per hour between November 15 and April 14.

*** Rate to be paid (only) during the ice season.

SCHEDULE "B"
TRANSIT DEPARTMENT

Employees of the Transit Department are covered for all intents and purposes by the foregoing articles and clauses with the exception of the following:

ARTICLE 13.01 and 13.05 - HOURS OF WORK

Hours for the Transit Department shall be:

A) DAY EMPLOYEES

The regular scheduled work week for day employees shall consist of five (5) days per week, Monday to Friday. The regular scheduled day shall consist of eight (8) hours from 8:00 a.m. to 4:30 p.m., excluding one-half (1/2) hour for lunch.

(B) SHIFT EMPLOYEES

The regular scheduled work week for shift employees shall cover the period of Monday at 4:00 p.m. until Sunday at 7:00 a.m. The regular scheduled shift shall consist of eight (8) hours including a one-half (1/2) hour paid Lunch period.

The established rotating shift schedule shall remain in effect.

ARTICLE 16.01 - RECOGNIZED HOLIDAYS

Easter Monday shall not be a designated holiday. Employees of the Transit Department shall be entitled to a Floating Holiday in lieu. This Floating Holiday shall be mutually arranged between the Transit Manager or his designate and the Employee.

ARTICLE 17.03 - VACATION PERIOD

Period and scheduling of the Transit Department shall be:

The scheduling of vacations will be in period of January 1 to December 31, and will take into account the wishes of employees on the basis of service providing the functioning of the Department is not affected.

Vacation schedules shall be posted by May 1 of each year and shall not be changed, after approval, unless mutually agreed upon by the Employee and the Department.

During the peak period of mid-June to mid-September, the maximum vacation period allowed will be three (3) weeks, unless special arrangements are made with the Foreman. Employees entitled to more than three (3) weeks will normally take the balance outside of the above-mentioned peak period.

The Corporation recognizes Mr. F. Villeneuve's past service with the Transit System and as such, shall, each year, receive one (1) week of extra vacation.

SCHEDULE "C"
TEMPORARY EMPLOYEES

A Temporary Employee is defined as an Employee other than a Permanent Full-time Employee.

Temporary Employees are on probation for their entire period **of** employment.

Temporary Employees shall not be entitled to any benefits.

Temporary Employees are exempt from the full force of the Collective Agreement, except for:

PROMOTION AND STAFF CHANGES

Temporary employees seeking full-time employment with the City will be considered for full-time employment before external applicants.

LAYOFF AND RECALL

Temporary Employees will be terminated at the expiry **of** their term or task.

OVERTIME

Temporary Employees shall be paid overtime after eight **(8)** hours in a **day** or forty **(40)** hours in a week, with the exception of the Civic Complex Temporary Employees, who shall be paid overtime after forty **(40)** hours in a week.

VACATION PAY

Temporary Employees shall be paid vacation entitlement in **accordance** with the Employment Standards **Act**.

BENEFITS

Temporary Employees shall not be entitled to sick leave pay provisions.

WAGES

Temporary Employees shall be **paid** at the rate **of** the probationary labourer or the **rate** of the job being performed providing the rate is higher than **the** skilled labourer rate.

SCHEDULE "C" - CONTINUED

STATUTORY HOLIDAYS

Statutory Holidays entitlement for Temporary Employees shall be limited to those set forth in the Employment Standards Act and the criteria contained therein. However, work performed on Civic Holiday (August), Boxing Day, Easter Monday and Remembrance Day shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate of pay.

It is understood that Temporary Employees shall have access to the grievance and arbitration procedure with respect to the matters listed above only.

LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF CORNWALL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 234

16, 1981 PUBLIC WORKS ROSTER LIST

CALL OUT PROCEDURE

When you require C.U.P.E. personnel after regular working hours:

1. You call the employee who is assigned to the job during the regular working hours. If the regular day employee is unavailable, you call, by seniority, the other employee from the same section in the classification you require. This will be done on a rotation basis.
2. If no employees in the same classification of that section are available, you call the most senior employees in that section regardless of their classification and rate of pay, until you find an available and qualified employee.

If no one in a specific section is available, you then go to the General Roster List.

3. You call the most senior and qualified employees from the General Roster List, regardless of classification and rate of pay. This will be done on a rotation basis.

Example: If you need an Operator II when you are at Step 2, and if the most senior available and qualified employee is a carpenter or a subforeman, then he is the person who will drive the truck.

RULES:

1. When someone in a locked-in position performs a higher temporary position, he then waives the right to any overtime related to his locked-in position, that would occur during his period of employment in the higher position.

Example: If you are an operator II and you will be operating the sweeper (Operator I rate) for more than one **day**, you will only be called for Operator II work when the day operator will not be available.

OR: If you are an Operator II and you will be operating the sweeper (Operator I rate) for only one day, you will be called for overtime **as** an Operator II. But, you will not replace the temporary day Operator II at 4:30 p.m. He will be staying on to finish the assigned work.

2. A person on sick leave or on vacation will not be called for overtime.
3. Vacation will start on Saturday, midnight to finish on the following Saturday at midnight, if you take one week's vacation.
4. Rotation will be followed for call out if there is more than one qualified employee in a specific section or on the General Roster List.
5. Employees working beyond 4:30 p.m. on weekdays will not be entered on the Roster List.
6. Sections are Roads, Sewers, Waterworks, etc.
7. Classifications are Subforeman, Operator II, Operator III, etc.
- a. Duty subforemen will be responsible to place someone on sick' leave board if he calls in, and his supervisor will be responsible to put him back into the working section when he returns.
9. When employees work through their lunch it will not be considered a call-out.
10. When employees work past midnight it will not be considered a second call-out.

It is agreed that the language on call-in procedure for the **roster** lists of the other departments will be provided.

Signed this 24 day of JUNE, 1997.

FOR THE UNION

Doris Hart
Joseph Martin
Ronald

Rudolph
Richard

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 234

UNION OFFICE

- a) The City agrees to continue to make available to the Union, the existing trailer, in the Ontario Street Public Works Yard, to be used as a Union Office.

The parties may mutually agree to change the above.

- b) The City will continue to provide the Union with access to the Boardroom in the Engineering Building on Ontario Street.

Signed this

24

day of

JUNE

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FOR THE UNION

Dennis Hart
Joseph Martin
Remartin

FOR THE CORPORATION

Paul Lynde
Richard O'Carroll

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 234

HARD HATS

Hard hats worn by Management staff at the Public Works Department will continue to be orange in colour with the white reflective tape markings.

Hard hats worn by all bargaining unit members will continue to be as those currently being worn.

Hard hats worn by all bargaining unit members in the classifications of Subforeman I and II will have the white reflective tape changed to another colour which colour shall be different from the white reflective tape worn by Management employees and the yellow reflective tape worn by bargaining unit members of CUPE 234.

All members of CUPE 234 may attach their names to their hard hat using the dyno-tape system so supplied by Management.

All members of CUPE 234 will attach to their hard hats a CUPE crest. Such crest, which shall be supplied by the Union, shall be no larger than the City of Cornwall crest which is attached to the front of the hard hat. The location of such crest shall be at a uniform position, on the left side of the hat.

All parties agree to mutually recommend to the Joint Health & Safety Committee that all departments adopt the orange hard hats as soon as possible, with priority for Engineering.

Signed this

24

day of

JUNE

, 1994

FOR THE UNION

FOR THE CORPORATION

Dennis Hart
Joseph Marsh
Smartin

Barry Lyne
Richard ...

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 234

OMERS BUY BACK

The Parties agree that the City will contact OMERS and obtain the cost of buy back for the noted employees. The option of the buy back provision will be left to the employees involved and will be fully paid by the individuals who decide to purchase the provision.

Signed this 21st day of JUNE, 1994

FOR THE UNION

Denis Hart
Joseph Martel
Remartin

FOR THE CORPORATION

B. Lyubch
William Ocasio

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 234

POSTING

The parties agree that the City will post the position of Yard Loader Operator. As a result of this posting, Mr. Norvin Bouchard will return to the position of Grader Operator, and Mr. Gordon MacPherson will return to the position of Skilled Labourer,

Signed this 21 day of JUNE, 1994

FOR THE UNION

Genie Hart
Joseph March
R. Martin

FOR THE CORPORATION

Paul Lyne
Richard Cooney

LETTER OF INTENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 234

GRANT EMPLOYEES

The employer will continue to seek the Union's consent to introduce employees receiving government assistance into the workplace and the Union agrees that such consent will not be unreasonably withheld.

1. The City agrees that grant employees will not be required to pay union dues to Cupe Local 234.
2. The City agrees that the grant employees will not supervise full time employees of Cupe Local 234.
3. The City agrees that grant employees will not perform work normally performed by Cupe Local 234.

Signed this

26

day of

JUNE

, 1994

FOR THE UNION

Denis Hart
Joseph Martin
Emmanuel

FOR THE CORPORATION

Paul Lynde
Debra Cooney

APPENDIX "A"

LISTED NAMES - GUARANTEED EMPLOYMENT

Keith Craibe
Francis Roy
Gerald St. Louis
Donato Cella
Gaetan Houle
Gordon O'Neil
Bruce MacDonald
Fred Decaire
Lloyd Masterman
Mike St. Louis
Melvin Lafave
Raymond Perrette
Bernie Margolais
Francis St. Louis
Robert Boyer
Leonard Dow
Lawrence Dufresne
Vernon Julien
Joseph Martin
Gilles Cardinal
Morgan Lalonde
Norvin Bouchard
Robert Lamarche
Allan Lalonde
Robert Lalonde
Roger Frappier
Vincent Taillon
Gerald Taillon
Cameron MacLennan

Nelson Archambault
Mike Bissonnette
Mike Depratto
Gordon Bird
Daniel Kurchak
Richard Hamel
Lawrence Beckstead
John Poitras
Don Collins
Don Lawrence
Earl Landry
Antoine Quenneville
Robert Bilmer
George Sarault
Joseph Johnsen
Andre Delorme
Dennis Bedard
Andre Jodoin
Dek Denny
Mark Hiller
Timothy Samson
Frank MacIsaac
Brian Bray
Tom McGillis
Dave Ezard
Rene Tessier
Gary MacGregor
Ken Primeau
Wayne Potter

Jean Godard
James Doherty
Denis Hart
Gregg Gadbois
Lionel Derouchie
Bern Amelotte
James Althouse
Andre Calve
Ronald Richardson
Roger Seguin
W. James Jodoin
Richard Asselin
Gordon MacPherson
Viet Hoang
Russ Wylie
scott Heath
Gilles Givogue
Marcel Lamarche
David Price
Bernard Payant
Daniel Laycock
Sandy O'Neil
Glenn Primeau
Jacques Lavallee
Leland McPhail
Bernard Pare
Ron Condie
Phil DeSerres
Simon Pare
Gordon MacDonald

APPENDIX "B"

SUNDAY GRANDFATHERING - GUARANTEES

CIVIC COMPLEX

Cameron MacLennan
Scott Heath
Daniel Laycock
Jacques Lavallee
Simon Pare

PARKS AND RECREATION

Bruce MacDonald
Andre Jodoin
Mike Bissonnette
Earl Landry

PUBLIC WORKS

Francis Roy
Gerald St. Louis
Richard Hamel
Gordon MacDonald