

This Agreement made this 10th day of September, 1998

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 and Licensing Services
Supervisor of By-Law and Licensing (**Enforcement**)
Manager of Corporate **Records** and Communication
Supervisor of By-Law and Administrative Services
Senior Administrative Assistant (Administrative Services)
- Commissioner of Human Resources
Director of **Staff** Relations
Manager of Human Resources Services

Human Resources Officer
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 and Collections
Financial Analyst
Office Coordinator (Finance)

Commissioner of Planning & Development
Director of Policy (Planning)
Director of Development (Planning)
Director of Economic Development
Director of Building
Senior Planner
Manager of Property
Manager of Development
General Manager (Housing)
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
 General Manager of Facilities
 Theatre Manager
 General Manager of Technical Services
 Manager of Financial Services
 Manager of Aquatic Services
 Equestrian **Park** Supervisor
 Refrigeration Foreman/Woman
 Electrical Foreman/Woman
 Recreation Manager
 Recreation Supervisors
 Chief Production Services
 Coordinator of **Park** Development
 Manager of Public Events
 Pool Supervisors
 Recreation Programmers
 Equestrian Park Foreman/Woman
 Parks & Operations Supervisor
 Operations Supervisor
 Supervisor of Athletic Centres
 Supervisor of Production Services
 Parks & Operations Foreman/Woman
 Maintenance Foreman/Woman
 Administrative Assistant (**Parks & Recreation**)

Fire Chief/Commissioner of Emergency Services
 Deputy ~~Fin~~ 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

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 service to the public. The Union and the Employer agree therefore that during the term of this Agreement, and during the period of negotiation of any revision to this Agreement, or of a new Agreement, including the period of arbitration, there shall be no strike or other cessation of work, as defined in the Labour Relations Act.

4.04 **Disciplinary Action With Regard To Illegal Strikes**

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

4.05 **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 months 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 notify 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 Grievance Committee

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.

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 **quest** 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 its

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 or 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 higher 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 higher 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 higher 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, hirings, layoffs, transfers, recalls and terminations which affect the Bargaining Unit.

11.05 Disabled Employees' Preference

An Employee who has been incapacitated at higher work by injury or compensable occupational disease, or who, through temporary disablement is unable to perform higher 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 retrained 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 those job(s) or position(s) identified in 13.01 (c), (d), and (e) to either a **35** or **40** hour work week on a **regular** basis. Employees assigned to a **40** hour work week shall not be reassigned to a **35** hour work week without **mutual agreement** between the Parties. The Employer shall have the right to determine shifts subject to the following:

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 By-Law Services Officer and By-Law Services Officers**

From Labour Day to May 1 the normal work week shall consist of five (5) 8 hour days ~~from~~ Monday to Saturday inclusive, for a total of 40 hours per week. The normal day shall commence no earlier than 7:00 a.m. and not finish later than 10:00 p.m. with one hour ~~off~~ for lunch.

From May 1 to Labour Day the normal work week shall consist of five (5) 8 hour days ~~from~~ Monday to Friday, inclusive, for a total of 40 hours per week. The normal day shall commence no earlier than 7:00 a.m. and not finish later than 6:00 p.m. with one hour ~~off~~ for lunch.

Positions assigned to 40 hours per week shall have the distribution of hours assigned with the input of the Employees ~~affected~~.

For the months July and August the normal work week shall be reduced by 2 1/2 hours.

Should any of these positions be assigned a 35 hour work week the distribution of hours shall be by mutual agreement.

(d) **By-Law Services Officers (Parking & Animals)**

The normal work week shall consist of five (5) 7 hour days or five (5) 8 hour days ~~from~~ Monday to Sunday inclusive, for a total of 35 or 40 hours per week. The normal day shall commence no earlier than 7:00 a.m. and not finish later than 2:00 a.m. with one hour ~~off~~ for lunch.

For the months July and August the normal work week shall be reduced by 2 1/2 hours.

(e) **Information Technology Staff**

For those positions assigned a 35 hour work week the normal work week will be Monday to Friday.

For those positions assigned a 40 hour work week the normal work day shall consist of shifts between 7:00 a.m. to 6:00 p.m.

For the months July and August the normal work week shall be reduced by 2 1/2 hours.

- (f) Building Maintenance Staff, Riding Instructor, Building Systems Technician, Technical Services Assistant, Electrician and other 40 hour positions not specified in Article 13

For the months Septemberto 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.

Distribution of hours shall be by mutual agreement.

- g) Senior Building Attendant and Building Attendant/Parks & Recreation

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

For the months July and August the normal work week shall consist of 37 ½ hours

Shifts shall be defined as follows:

7:00 a.m. to 3:00 p.m.

8:00 a.m. to 4:00 p.m.

3:00 p.m. to 11:00 p.m.

4:00 p.m. to 12:00 midnight

- h) 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).

- i) Upon mutual agreement between the parties a compressed work week or alternate work schedule may be implemented.

- j) Notwithstanding the above the Employer agrees that there shall be no split shifts.

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

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 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 to 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 to 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 to 25th Year of Service · Accrue at rate of **2 1/2** 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

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

16.06 Unbroken Vacation Period

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

16.07 Illness During Vacation

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

16.08 Carry-Over of Vacation

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

16.09 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 accrued to his/her credit.

17.06 **Death Benefit**

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

17.07 **Retirement Allowance**

On retirement, after 5 consecutive years' service, an Employee having sick leave to his/her credit under the previous accumulated sick leave plan shall:

Receive a salary grant in lieu thereof, equal to one-half of such credit at the rate of pay effective immediately prior to his/her retirement.

17.08 Transfer of Sick Leave

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

17.09 Separation Allowance

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

17.10 Optional Use of Existing Sick Leave Credits

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

17.11 Employer Notified

An Employee who is unable to report for work due to sickness and/or accident shall notify his/her immediate Supervisor accordingly (or cause to be notified) 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 earning 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 four regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or critical illness of a parent, wife, husband, or child.

An employee shall be granted up to three regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or critical illness of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, or grandparent.

Where burial occurs outside the National Capital area, such leave shall include, as well, reasonable travelling time, the total not to exceed seven calendar days.

Critical Illness Defined: The intent of the critical illness aspect of our bereavement clause is to provide an employee with time off (without loss in pay) to bereave or mourn on the occasion of a relative being so ill that death appears to be imminent. It also includes that critical period of time when an emergency illness requires the admission of a defined relative to hospital. This does not include any prescheduled admission(s) to hospital or when a spouse is delivering a child.

18.04 **Mourner's Leave**

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 **m e** . 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

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 period as **specified** in the **SUB Plan**.
- * The combined weekly level of Unemployment Insurance benefits, **SUB Plan** benefits **and other earnings** will **not exceed** 75% of the Employee's normal weekly earnings.
- The **SUB Plan** will commence January 1, 1993 and will continue for the term of this Collective Working Agreement.
- The **SUB Plan** is financed from the Employer's **general** revenues. A separate record of **SUB Plan payments** will be maintained by the Employer.
- * The Employer will inform the Commission of any **changes to** the **SUB Plan** within **thirty (30) days** of the effective date of **change**.
- The Employee must provide the Employer with **proof that** she is receiving Unemployment Insurance benefits.

- The Employer will use Employment and Immigration Canada Benefit Statements to verify that Employees are receiving Unemployment Insurance benefits or other earnings.
- Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB Plan. (57 (13) (i) of the U.I. Regulations.)

Article 19 - Payment of Wages and Allowances

19.01 **Pay Days**

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

19.02 **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 **Overtime Meal Allowance**

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

1. Provided with a meal by the Employer or
2. Provided with a cash payment in lieu thereof in the amount of \$7.00 (\$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 where 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 1994 ODA Schedule effective August 1, 1998. The 1995 O.D.A. Schedule shall be effective January 1, 1999. 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 Boards

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

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 hip boots shall be provided by the Employer as and when required by the Department Head. 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 personnel 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, both parties will present their case to Council and Council's decision will be final and binding.**
 - d) **There shall be no recourse to any grievance or arbitration procedures.**



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

- a) Relocate the Employee in another job in his/her area of competence if a vacancy exists within the Bargaining Unit.
- b) If (a) is not possible, but a position is available in which the Employee could be retained within a period of **two (2)** months, the Employer will assume the responsibility of establishing the retraining program.
- c) For all Employees who are within five years of normal retirement age and who have ten (10) or more years of continuous service with the Employer, the Employer will attempt to work out an early retirement that would be mutually acceptable to the Employee and the Employer. In discussing the early retirement arrangements, the Union is to be involved.
- d) If none of the foregoing action is possible, and it is necessary to terminate the employment of the Employee, it is agreed to provide the Employee with a separation settlement equal to 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 issues 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, 1998 to December 31, 1999 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.

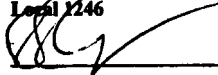
25.04 Agreement to Continue in Force

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.

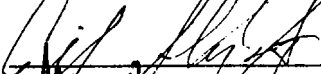
Dated this 10th day of September, 1998.

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



Archie Ewen



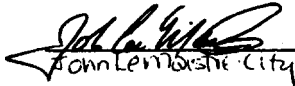




Signed on Behalf of
The Corporation of the City of Nepean



Mary Pitt - Mayor



John Lemarshie - City Clerk

SCHEDULE 'A'
1998 SALARY SCHEDULE
CUPE LOCAL 1246 (Inside Employees)
(2.5% EFFECTIVE JANUARY 1, 1998)

HRIS Group	Payroll Group		A	B	C	D	E	F
111 161	(50)	Hourly Rate	25.39	26.28	27.20	28.15	29.13	30.15
	(A-F)	Salary (35)	46,207.48	47,824.75	49,498.61	51,231.07	53,024.15	54,880.00
	(M-R)	Salary (40)	52,808.55	54,656.85	56,569.84	58,549.79	60,599.03	62,720.00
110 160	(49)	Hourly Rate	23.29	24.11	24.95	25.82	26.73	27.66
	(A-F)	Salary (35)	42,392.19	43,875.91	45,411.57	47,000.98	48,646.01	50,348.61
	(M-R)	Salary (40)	48,448.21	50,143.90	51,898.94	53,715.40	55,595.44	57,541.27
109 159	(48)	Hourly Rate	21.37	22.12	22.89	23.69	24.52	25.38
	(A-F)	Salary (35)	38,891.91	40,253.13	41,662.00	43,120.16	44,629.37	46,191.40
	(M-R)	Salary (40)	44,447.90	46,003.58	47,613.71	49,280.18	51,005.00	52,790.17
108 158	(47)	Hourly Rate	19.60	20.29	21.00	21.74	22.50	23.28
	(A-F)	Salary (35)	35,680.65	36,929.47	38,222.00	39,559.77	40,944.36	42,377.42
	(M-R)	Salary (40)	40,777.89	42,205.11	43,682.29	45,211.17	46,793.56	48,431.33
107 157	(46)	Hourly Rate	17.99	18.62	19.27	19.94	20.64	21.36
	(A-F)	Salary (35)	32,734.54	33,880.25	35,066.06	36,293.37	37,563.65	38,878.37
	(M-R)	Salary (40)	37,410.91	38,720.28	40,075.50	41,478.14	42,929.88	44,432.43
106 156	(45)	Hourly Rate	16.50	17.08	17.68	18.29	18.94	19.60
	(A-F)	Salary (35)	30,031.69	31,082.80	32,170.69	33,296.66	34,462.05	35,668.22
	(M-R)	Salary (40)	34,321.93	35,523.20	36,766.50	38,053.33	39,385.20	40,763.68
105 155	(44)	Hourly Rate	15.14	15.67	16.22	16.78	17.37	17.98
	(A-F)	Salary (35)	27,552.01	28,516.33	29,514.40	30,547.41	31,616.57	32,723.15
	(M-R)	Salary (40)	31,488.01	32,590.09	33,730.75	34,911.32	36,133.22	37,397.88
104 154	(43)	Hourly Rate	13.89	14.37	14.88	15.40	15.94	16.50
	(A-F)	Salary (35)	25,277.07	26,161.77	27,077.44	28,025.15	29,006.03	30,021.25
	(M-R)	Salary (40)	28,888.08	29,899.17	30,945.64	32,028.74	33,149.75	34,309.99
103 153	(42)	Hourly Rate	12.74	13.19	13.65	14.13	14.62	15.13
	(A-F)	Salary (35)	23,189.98	24,001.63	24,841.68	25,711.14	26,611.03	27,542.42
	(M-R)	Salary (40)	26,502.83	27,430.43	28,390.50	29,384.16	30,412.81	31,477.05
102 152	(41)	Hourly Rate	11.69	12.10	12.52	12.96	13.41	13.88
	(A-F)	Salary (35)	21,275.21	22,019.84	22,790.54	23,588.20	24,413.79	25,268.27
	(M-R)	Salary (40)	24,314.52	25,165.53	26,046.33	26,957.95	27,901.47	28,878.02
101 151	(40)	Hourly Rate	10.72	11.10	11.49	11.89	12.31	12.74
	(A-F)	Salary (35)	19,518.54	20,201.69	20,908.75	21,640.56	22,397.98	23,181.91
	(M-R)	Salary (40)	22,306.91	23,087.65	23,895.71	24,732.07	25,597.69	26,493.61

SCHEDULE 'A'
1999 SALARY SCHEDULE
CUPE LOCAL 1246 (Inside Employees)
(2.5% EFFECTIVE JANUARY 1, 1999)

HRIS Group	Payroll Group		A	B	C	D	E	F
	(50)	Hourly Rate	26.02	26.93	27.88	28.85	29.86	30.91
111	(A-F)	Salary (35)	47,362.67	49,020.37	50,738.08	52,511.84	54,349.76	56,252.00
161	(M-R)	Salary (40)	54,128.76	56,023.28	57,984.09	60,013.54	62,114.01	64,288.00
	(49)	Hourly Rate	23.87	24.71	25.58	26.47	27.40	28.36
110	(A-F)	Salary (35)	43,451.99	44,972.81	46,546.86	48,176.00	49,862.16	51,607.33
160	(M-R)	Salary (40)	49,659.42	51,397.50	53,198.41	55,058.29	56,985.32	58,979.81
	(48)	Hourly Rate	21.90	22.67	23.46	24.28	25.13	26.01
109	(A-F)	Salary (35)	39,864.21	41,259.46	42,703.55	44,198.17	45,745.11	47,346.18
159	(M-R)	Salary (40)	45,559.10	47,153.67	48,804.05	50,512.19	52,280.12	54,109.93
	(47)	Hourly Rate	20.09	20.80	21.53	22.28	23.06	23.87
108	(A-F)	Salary (35)	36,572.67	37,852.71	39,177.55	40,548.77	41,967.97	43,436.85
158	(M-R)	Salary (40)	41,797.33	43,260.23	44,774.35	46,341.45	47,963.40	49,642.12
	(46)	Hourly Rate	18.44	19.08	19.75	20.44	21.16	21.90
107	(A-F)	Salary (35)	33,552.91	34,727.25	35,942.71	37,200.71	38,502.74	39,850.33
157	(M-R)	Salary (40)	38,346.18	39,688.29	41,077.38	42,515.10	44,003.13	45,543.24
	(45)	Hourly Rate	16.91	17.51	18.12	18.75	19.41	20.09
106	(A-F)	Salary (35)	30,782.48	31,859.87	32,974.96	34,129.08	35,323.60	36,559.92
156	(M-R)	Salary (40)	35,179.98	36,411.28	37,685.67	39,004.66	40,369.83	41,782.77
	(44)	Hourly Rate	15.52	16.06	16.62	17.20	17.81	18.43
105	(A-F)	Salary (35)	28,240.81	29,229.24	30,252.26	31,311.09	32,406.98	33,541.22
155	(M-R)	Salary (40)	32,275.21	33,404.84	34,574.02	35,784.11	37,036.55	38,332.83
	(43)	Hourly Rate	14.24	14.73	15.25	15.78	16.34	16.91
104	(A-F)	Salary (35)	25,909.00	26,815.82	27,754.37	28,725.78	29,731.19	30,771.78
154	(M-R)	Salary (40)	29,610.29	30,646.65	31,719.28	32,829.46	33,978.50	35,167.74
	(42)	Hourly Rate	13.06	13.52	13.99	14.48	14.99	15.51
103	(A-F)	Salary (35)	23,769.73	24,601.67	25,462.73	26,353.92	27,276.31	28,230.98
153	(M-R)	Salary (40)	27,165.40	28,116.19	29,100.26	30,118.77	31,172.92	32,263.97
	(41)	Hourly Rate	11.98	12.40	12.84	13.28	13.75	14.23
102	(A-F)	Salary (35)	21,807.09	22,570.34	23,360.30	24,177.91	25,024.13	25,899.98
152	(M-R)	Salary (40)	24,922.39	25,794.67	26,697.49	27,631.89	28,599.01	29,599.97
	(40)	Hourly Rate	10.99	11.38	11.78	12.19	12.61	13.06
101	(A-F)	Salary (35)	20,006.51	20,706.74	21,431.47	22,181.57	22,957.93	23,761.46
151	(M-R)	Salary (40)	22,864.58	23,664.84	24,493.11	25,350.37	26,237.64	27,155.95

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

Group 40	Clerk 'A' Clerk/Typist 'A' Cashier 'A' Switchboard Operator /Receptionist 'A'
Group 41	Clerk 'B' Clerk/Typist 'B' Switchboard Operator /Receptionist 'B' Information Clerk Registration Clerk Rental Clerk By-Law and Licensing Clerk Building Attendant
Group 42	Clerk 'C' Clerk/Typist 'C' Secretary 'A' Revenue Clerk Building Records Clerk Lottery Licensing Clerk
Group 43	Clerk W Draftsperson 'A' secretary 'B' Housing Attendant Senior Building Attendant Senior Revenue Clerk Data Entry Operator Stores Assistant Applications Operator Committee Assistant
Group 44	Building Inspector 'A' Construction Inspector 'A' Draftsperson 'B' Permit Clerk Licensing Officer (Business) Data Entry Operator U Park Planning & Development Assistant Accounting Clerk Aquatics Instructor/Lifeguard Lottery Licencing Officer Records Officer Communications Assistant Purchasing Assistant Licensing Officer (Vehicles)
Group 45	Finance Officer I Telecommunications coordinator Aquatics Coordinator

	<p>Computer Application Trainer Technical Support Assistant Collections Officer Sewer Condition Inspector Plan Examiner 'A' Planning Technician Riding Instructor Building Systems Technician By-Law Services Officer (Parking & Animals) Volunteer Coordinator Visual Arts Coordinator Coordinator of Mechanical Services Seniors Centre Coordinator</p>
Group 46	<p>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 Transportation Services Assistant Coordinator of Computer Training Committee Coordinator Infrastructure Maintenance Assistant</p>
Group 47	<p>Construction Inspector 'C' Planner I Finance Officer III Plumbing Inspector Computer Programmer Sr. Draftsperson Sr. Design Draftsperson Development Services Assistant Sr. By-Law Services Officer Systems Specialist Operations Planning Assistant Marketing Officer Secretary/Treasurer Committee of Adjustment Electrician Coordinator of Refrigeration Services Economic Development Officer Park Planning Technician/Construction Inspector</p>
Group 48	<p>Technical Assistant I Application Developer Technical Support Specialist</p>

Chief By-Law Services Officer
Facility Automation Systems Analyst
Coordinator of Electrical Services
Coordinator of Risk Management
Coordinator of Purchasing Services
Oracle Applications Specialist

Croup 49

Chief Construction Inspector
Technical Assistant II
Intermediate Planner

Croup 50

Technical Administrator
G.I.S. Coordinator

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)**

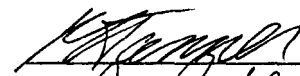
During 1998, Employees will have the option of cashing in one-half (1/2) of their sick leave credits under the previous accumulated sick leave plan at the current rate of pay, up to a maximum of one-half (1/2) year's salary.

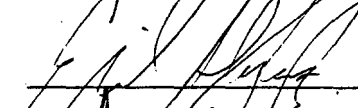
Dated this 10th day of September, 1998.


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



G. McEwen



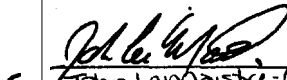




**On Behalf of the Corporation
of the City of Nepean**



Mary Pitt-Moyle



John Lemstra - City Clerk

LETTER OF UNDERSTANDING

Re: **Hours** of Work For Information Technology Staff

BETWEEN:

The Corporation of the City of Nepean

AND:

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

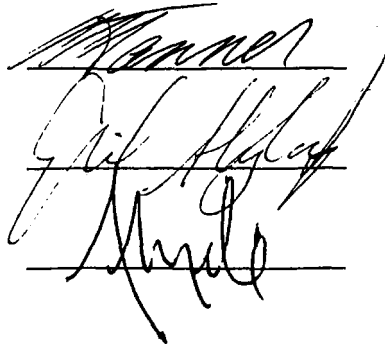
The Employer agrees that during the term of this Collective Working Agreement no existing Information Technology staff (as of date of ratification) shall be required to change from a 35 to 40 hour work week without mutual agreement. Furthermore, Information Technology staff who have been assigned a 40 hour work week shall primarily work Monday to Friday except where operational need exists. Positions assigned to 40 hours per week shall have the distribution of hours assigned with the input of the Employees affected.

Dated this 10th day of September, 1998.

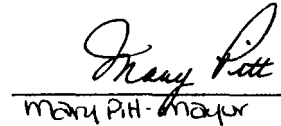
On Behalf of the Canadian
Union of Public Employees
Local 1246



Ann Ewen



On Behalf of the Corporation
of the City of Nepean



Mary Pitt - Mayor

John Levesque - City Clerk