

COLLECTIVE AGREEMENT

Between

The City of Cornwall

And

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES Local 4452**

January 1, 2024, to December 31, 2027.

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PURPOSE

The purpose of the Agreement is to establish, maintain and develop working conditions that are conducive to the promotion of orderly relations between the Corporation and the employees, and to provide a means for the prompt disposition of grievances and complaints.

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

ARTICLE 1 - DEFINITIONS

- 1.01 (a) "Employee" means a person in the bargaining unit described in Article 2.
- (b) "Probationary Employee" means one who is employed in the bargaining unit and has not completed a six (6) month probationary period.
- (c) "Full-time Employee" means one who is regularly employed for the normal hours per week as set out in Article 12.
- (d) "Permanent Part-time Employee" means an employee who works less than a full-time employee on a regular, continuing basis.
- (e) "Temporary Employee" means an employee who has been hired to replace a permanent or probationary employee while on sick leave, W.S.I.B., pregnancy leave, special or compassionate leave, educational leave, while seconded to a management or bargaining unit excluded position or while participating in a career development

or,

where funds are available for a position of a definite term or during peak workload for periods of more than thirty (30) calendar days but not in excess of 365 calendar days.

ARTICLE 2 – BARGAINING UNIT

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the **City of Cornwall** in the County of Stormont Dundas and Glengarry save and except Supervisors, persons above the rank of Supervisor and the Executive Assistant.
- 2.02 (a) Where the duties of a bargaining unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.
- (b) Where the duties and responsibilities of any new position to be created by the Employer are to be comprised in the greater part of work previously assigned to a bargaining unit position or positions, and where as a result the Employer intends to exclude such position(s) from the bargaining unit the Union shall be informed and shall be supplied with the necessary job descriptions.
- (c) When a new classification is to be created, the parties shall meet within ninety (90) days to negotiate the wage rate for the new classification. If no agreement is reached between the parties, the Employer will set the wage rate for the new classification.

Following this, either party may request that a mediator be appointed to assist the parties in resolving the disputed rate. Failing agreement during mediation, the Employer-set-rate shall remain in force and the matter shall be referred to Collective Bargaining for final resolution.

2.03 Temporary Employees

- (a) Articles 5.01 and 13 are the only Articles applicable to temporary employees as defined in Article 1.01(e)
- (b) Notwithstanding Articles 1.01(e) and 2.01, it is understood that the Employer may require up to thirty (30) days from the date of becoming aware of the need for a temporary replacement in order to fill such position and as such Articles 5.01 and 13 would not apply in the interim.
- (c) The thirty (30) day period identified in 2.03(b) may be extended or otherwise amended by mutual agreement of the parties in order to fill the vacancy and as such, Articles 5.01 and 13 would not apply for this agreed upon period.

- (d) The 365 calendar days identified in Article 1.01(e) may be extended or otherwise amended by mutual agreement of the parties. In the event that there is a need for the temporary position beyond 365 calendar days and the period is not extended, the temporary position will either:
 - (i) be abolished for a period of no less than 30 calendar days; OR,
 - (ii) become a permanent full-time or permanent part-time vacancy and be posted in accordance with Article 9 – Staff Changes.

- 2.04 Correspondence to the Union arising out of this agreement or incidental thereto shall be sent electronically to the Union Executive (President, Vice President, Recording-Secretary & Secretary Treasurer)
- 2.05 The Union shall provide the Employer with a list of its Executive Officers who will be acting on behalf of the Union in matters pertaining to this agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The parties recognize that it is the exclusive function of the Employer to manage the operations of the organization subject to the terms of the Collective Agreement, including the right to grieve.

Management’s rights include, but are not limited to, the right to: determine function, complement, organization and location; determine assignment of work, work methods and procedures; hire; discipline; suspend; dismiss; promote; train; transfer; appraise; select, install and require the operation of any equipment or machinery.

ARTICLE 4 – DISCRIMINATION OR INTIMIDATION

- 4.01 The Employer agrees that no discrimination or intimidation will be practiced or permitted by any of their official officers, against any employee because of trade Union membership or authorized and/or legal Union activity.
- 4.02 Where the alleged harasser is the person who would normally **deal with a grievance**, the grievance will automatically be sent forward to the next step.

4.03 The Employer is committed to maintain a workplace where all workers are treated with dignity and respect and recognizes that every employee is entitled to a safe work environment free of violence, harassment, sexual harassment, and threatening behaviour.

ARTICLE 5 – COMPULSORY CHECK-OFF

5.01 The Employer in respect to each of the employees in the bargaining unit shall deduct on a bi-weekly basis, a sum equivalent to the dues as stipulated in the by-laws of the Union and provide and transfer such sums to the Secretary/Treasurer of Local Union 4452 not later than the fifteenth (15) of the month following the date of such deduction, together with a list of all employees from whose wages the deductions have been made and the consolidated total of the regular gross monthly wages paid to all employees.

5.02 Upon completion of an employee's probationary period the Employer will deduct the initiation fee from those employees who sign an authorization for such deduction of initiation fees on a form satisfactory to the Employer.

5.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 5.01 and 5.02.

5.04 On commencing probationary employment, the Employer will provide each new employee with a copy of the Collective Agreement and inform the new employee of the conditions of employment and the rules and procedures in effect as an employee of the City of Cornwall.

5.05 A new employee will have the opportunity to meet with a Union Executive Representative for a period of fifteen (15) minutes without loss of pay or benefits. The purpose of the meeting will be to introduce the new employee to their Union Representative, as well as acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations with respect to the Collective Agreement.

ARTICLE 6 – LABOUR/MANAGEMENT NEGOTIATIONS

6.01 The Union shall provide the Employer with the names of its Negotiating Committee, and the Employer shall provide the Union with the names of the Employer's Negotiating Committee prior to commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.

- 6.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.
- 6.03 In the event of one party wishing to call a meeting of the Negotiating Committees the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 6.04 The Employer and the Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.
- 6.05 The Employer shall grant leave of absence without loss of pay or credits to three (3) members of the Union who participate in negotiations and two (2) members of the Union who participate in the grievance process.

ARTICLE 7 – SENIORITY

- 7.01 Seniority
Full-time employees, who have completed their probationary period, will accumulate seniority on the basis of their continuous service in the bargaining unit, retroactive to their start of employment in the Unionized position.
- 7.02 Seniority for permanent part-time employees will be calculated based on the employee’s normal work week (excluding overtime) as follows:

Maintenance Employees	Administrative Employees
1-10 hours = ¼ week seniority	1-9 hours = ¼ week seniority
11-20 hours = ½ week seniority	10-18 hours = ½ week seniority
21-30 hours = ¾ week seniority	19-27 hours = ¾ week seniority
31-40 hours = full week seniority	28 – 35 hours = full week seniority

- 7.03 The Employer will maintain a seniority list for all employees as defined under Article 7.01. Seniority will be recorded in years, months, weeks and days and effective January 1, 1996, shall be calculated as of January 1 of each year and will be posted on the Union bulletin board, and a copy emailed to the Union Executive.

7.04 Seniority shall be the primary consideration in determining preference or priority for transfers, demotions, lay-offs, permanent reduction of the work force and recall provided that the employee is capable and qualified to perform the duties of the position.

7.05 Loss of Seniority

An employee shall lose all seniority rights for any one of the following reasons:

- (a) Voluntary resignation;
- (b) Failure to return to work after layoff within five (5) working days after being recalled by Registered Mail, return receipt requested unless due to sickness or accident. The Corporation can require substantiating proof of illness or accident;
- (c) Discharge for cause, if such discharge is upheld;
- (d) Failure to return from authorized leave of absence without reasons acceptable to the Corporation;
- (e) Layoff for a continuous period of nine (9) months for employees with less than three (3) years seniority; or twenty-four (24) months for employees with greater than three (3) years seniority.
- (f) If an employee is absent for more than three (3) working days and does not report a case of sickness or accident during the period of absenteeism or such absence cannot be justified.

ARTICLE 8 – LAY-OFF AND RECALL

8.01 An employee in receipt of notice of layoff may:

- (a) accept the layoff; or
- (b) retire (if eligible); or
- (c) displace another employee who has lesser bargaining unit seniority in the same or lower paying classification in the bargaining unit if the employee originally subject to the layoff is capable and qualified to perform the duties of the position. An employee so displaced shall be deemed to have been laid off and entitled to notice in accordance with Article 8.02.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Corporation of their intention to do so and the position claimed within five (5) work days of receiving such notice.

An employee shall have opportunity of recall from layoff to an available opening, in the bargaining unit, in order of seniority, provided they are capable and qualified to perform the duties of the position, before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

8.02 Notice of Layoff

Subject to superior provisions of the *Employment Standards Act*, written notice of layoffs shall be given to the employee and the Union two (2) weeks before a scheduled layoff.

8.03 Recall

An employee who is laid-off shall be provided, by registered mail at the employee's last known address, with copies of job postings for a period of eighteen (18) months from the date of lay-off.

8.04 An employee who has been on lay-off for more than eighteen (18) months shall lose all rights of recall and seniority.

8.05 Where an employee has been laid-off in accordance with this Article, and recalled within eighteen (18) months, the period of lay-off shall not be included in determining the length of continuous service.

8.06 Grievance On Lay-Off And Recall

Where an employee files a grievance claiming improper lay-off or recall, the employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.

8.07 The Employer shall not hire any new employee to perform work normally performed by bargaining unit employees while anyone is on layoff. It is understood that a new employee will not be hired if there is anyone on layoff who is capable and fully qualified to perform the available work.

ARTICLE 9 – STAFF CHANGES

9.01 Notice of Vacancies

- (a) When a new position is created or when a permanent vacancy occurs within the Bargaining Unit, the Employer shall notify the Union Executive by email, and a copy sent electronically to the employees so that the employees will know about the vacancy or new position. Such notification shall be within 14 calendar days.
- (b) Notice of all job vacancies shall be posted **electronically and made available to the entire bargaining unit**. This notice will remain **posted** for five (5) working days and will include the job title and a brief description of the job duties, location and **wage** for the position. Employees who submit an application during this period, will be considered for the job and notified whether they were the successful candidate.
- (c) Employees who have been on LTD or WSIB for less than twenty-four (24) months or a leave of absence, who make a request in writing, will receive a copy of the notice of vacancy, which will be emailed to the address provided by the employee with an emailed copy sent to the Union Executive.
- (d) Employees who are on layoff for less than eighteen (18) months, shall be allowed to submit an application for the position.

9.02 Such notice shall contain the following information:

Nature of position, present work location, qualifications, required knowledge and education, skills, shifts, hours of work, wage rate.

9.03 In filling a vacancy, the Employer shall give consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

9.04 For purposes of Article 9.01, the Employer will endeavor to fill the position from among those employees presently in the **bargaining unit. To facilitate this, all internal (permanent full-time and permanent part-time) applicants who meet the minimum required qualifications specified on the job posting shall be interviewed and fully considered before any outside applicant is interviewed.**

- 9.05 (a) Within seven (7) calendar days of the date of appointment to a vacant position, the summary of posting with the name of the successful applicant shall be **posted electronically**, and an electronic copy shall be provided to the Union Executive.
- (b) Any employee who applied for a posted vacancy and is unsuccessful shall be given the reasons verbally upon request of the employee.
- 9.06 The Union shall be notified within thirty (30) calendar days of all new hires (including temporary hires), promotions, demotions, lay-offs, transfers, recalls, resignations, LTIP employees and deaths or other terminations of employment.
- 9.07 Trial Period
Where the successful applicant for a position is currently an employee, they shall be on a trial period for thirty (30) days actively at work. If either the Employer or the employee determines it necessary during the trial period, the employee shall be returned to **their** former position without loss of the former wage rate or seniority.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 The term “grievance” as used in this agreement shall be defined as meaning any difference or dispute between the Corporation and the Union or its members concerning interpretation and application of the terms of this agreement.
- 10.02 a) In order to provide for the prompt and orderly settlement of grievances, it is agreed by the parties hereto, that all grievances shall be processed in accordance with the following procedure:

COMPLAINT STEP

- b) An employee who considers they have a grievance, shall first discuss it with their immediate Supervisor. Failing a satisfactory response from their Supervisor, within two (2) working days or agreed to extension, the grievor shall proceed to Step 1. Any decision reached at this step will be without precedent or prejudice.

STEP 1

- c) Failing satisfactory settlement at the complaint stage, the Union Grievance Committee may present the grievance to the immediate supervisor within ten (10) working days. A grievance that is not submitted

at the complaint stage within ten (10) working days of its occurrence will not be considered by the Union or the Employer. If a case of sickness, vacation or compensable injury extends the period of ten (10) working days, a grievance will be considered providing it is submitted three (3) working days from the date of return to work. The Supervisor shall render their decision, in writing, within three (3) working days, excluding weekends and holidays, following the day on which the grievance was discussed with them. If this decision is not satisfactory to the employee or the Union, the grievance may be processed to Step II.

STEP II

d) The Union Grievance Committee shall submit the grievance in writing within ten (10) working days following the answer or lack of answer from Step I. The Committee shall, within five (5) working days of the receipt of the grievance by the Department Manager, meet with the Department Manager in an attempt to resolve the grievance. Failing a settlement within three (3) working days, excluding weekends and holidays, of the meeting, the Department Manager shall render a decision in writing to the Committee. If this decision is not satisfactory to the employee, or the Union, the grievance may be processed to Step III.

e) Where the General Manager is considered as the Department Manager, Step II of the grievance process no longer applies and the grievance will proceed immediately to Step III.

STEP III

f) The Union Grievance Committee shall submit to the **Chief Administrative Officer (CAO)**, the grievance in writing within **ten (10)** working days following the answer or lack of answer from Step II. The **CAO** or designate shall, within ten (10) working days of the receipt of the grievance, arrange a meeting with the Grievance Committee, who may be accompanied by the National Representative.

The **CAO** or designate, shall within ten (10) working days from the date of the grievance hearing, render a decision in writing to the Chairperson of the Grievance Committee. If this decision is not satisfactory to the Union, the grievance may be referred to arbitration by either party. Such referral shall be made within ten (10) working days.

10.03 Any difference arising between the Corporation and the Union relating to the violation, interpretation or application of the Agreement including claim of wrongful or unjust discharge or suspension shall be processed, by either party, under provision of the Article, but shall be initiated at Step III.

10.04 Any period of time mentioned in this Article may be extended by mutual agreement between the Union and the Corporation.

- 10.05 Should the grievance not be resolved at Step III, the grievance may be referred to arbitration by either party. Such referral shall be made within fifteen (15) working days. The board of arbitration shall be composed of one (1) member jointly selected by the parties. If the parties cannot agree on an appointment, either party may apply to the Ministry of Labour and request an appointment.
- 10.06 In cases of disciplinary measures, an Arbitration Board shall have the right to uphold, annul or modify the measures imposed.
- 10.07 In all cases, an Arbitration Board shall not have the authority to amend, add or delete to or from the provisions of the agreement.
- 10.08 Each of the parties of the Agreement will bear the expense of its appointee to the Board of Arbitration and expenses of the Chairperson will be shared equally by the Corporation and the Union.
- 10.09 Whenever the Corporation deems it necessary to warn an employee, who has completed the probationary period, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Corporation shall, within ten (10) working days thereafter, give written particulars of such warnings to the employee involved, with a copy to the Union.
- 10.10 Where the Employer intends to discipline an employee, that employee may, at their discretion, have the accompaniment of a Steward or Union Officer at any meeting called for this purpose. It shall be the Employer's responsibility to advise the Employee of his right to Union representation.
- 10.11 An employee shall have the right, not more than once every three (3) months during normal office hours, to have access to and review their personnel file and shall have the right to respond in writing to any document therein that has arisen subsequent to ratification of this agreement, and such reply shall become part of the permanent record.
- 10.12 All individual grievances shall be signed by the grieving employee and all union grievances shall be signed by the Chief Steward or designate.
- 10.13 All grievances shall clearly state the Article and Clause of the Collective Agreement that is alleged to be violated and be accompanied by a brief description as to how such Article and Clause was violated.
- 10.14 All grievances shall clearly state the redress being sought.

10.15 In matters of discipline, the Employer shall not be entitled to consider disciplinary measures after a period of twenty-four (24) months, provided that no other offence has occurred during that period.

ARTICLE 11– SUSPENSION OR DISMISSAL

11.01 A claim by the Union that an employee has been suspended or dismissed without reasonable cause shall be treated as a grievance provided a written statement of such grievance signed by the griever and authorized Union Steward is lodged with the Employer within five (5) working days of the commencement of the suspension or dismissal. Any such grievance shall be initiated at Step 3 of the grievance procedure.

11.02 In the event that an employee's services are terminated within the probationary period, such termination may be subject to the grievance procedure. It is understood that a "lesser standard" shall apply in these terminations.

11.03 Union Representation at Disciplinary Meetings

Where a meeting is called by management regarding a disciplinary matter, the employee involved may request the attendance of a Union Steward or alternate at the meeting.

The employer shall notify the Union and the employee involved of such meeting and will endeavor to provide reasonable notice in order that the employee can arrange for appropriate Union representation. Should the Union Stewards or alternate be unable to attend within a reasonable time frame, the meeting will not be unduly delayed.

ARTICLE 12 – HOURS OF WORK

12.01 (a) The normal work week of all full-time employees of the Employer shall consist of:

- (i) for maintenance employees five (5) days of eight (8) hours per day;
- (ii) for administrative employees five (5) days of seven (7) hours per day.

(b) The normally scheduled work hours shall not exceed eighty (80) hours for maintenance employees and seventy (70) hours for administrative employees, per two week period.

- (c) City of Cornwall may allow pre-authorized staggered working hours to accommodate an employee's personal needs, subject to operational requirements. Such request shall not be unreasonably denied.

12.02 A schedule of hours of work shall be posted for all full-time employees thirty (30) days in advance, and shall not be changed by the Employer without two weeks notice being given to the employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union, to permit employees to attend to business of the Union or mutual changes of shift between employees shall be allowed with the written consent of the Employer provided that the change does not involve any cost to the Employer and that essential services can be maintained.

12.03 Unless otherwise agreed by the **Employer** and the Union, a schedule of hours of work shall be posted for all permanent part-time employees not less than two weeks in advance. If changes in such schedule are required, the Employer will provide adequate and reasonable notice.

ARTICLE 13 – WAGE RATES

13.01 The wages of all employees within the bargaining unit shall be as follows:

GROUP 1: Administrative employees whose wages are paid on an hourly basis.

- Present incumbent in position AG7 is grandfathered.

GROUP 2: Maintenance employees whose wages are paid on an hourly basis.

Employees designated as "Lead hand" shall be entitled to and be paid a premium of \$1.05 per hour over their own rate or over the rate of the highest classification, which is supervised, whichever is the greater.

Article 13 Wage Rates

Position	Hrs/wk	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027
		GWI 2%	GWI 3%	GWI 3%	GWI 3%
Plumber	40	36.99	38.09	39.24	40.41
Electrician	40	36.99	38.09	39.24	40.41
Maintenance Repair Person	40	29.75	30.65	31.57	32.51
Maintenance Lead Hand	40	34.44	35.47	36.53	37.63
Custodian	40	28.05	28.89	29.76	30.65
Case Manager	35	39.65	40.84	42.06	43.32
Clerk, Maintenance	35	32.31	33.28	34.28	35.31
Clerk, Accounts Receivable	35	32.31	33.28	34.28	35.31
Clerk, Client Services	35	32.31	33.28	34.28	35.31
Administrative Clerical Support	35	29.34	30.22	31.12	32.06

The position of Case Manager with CUPE 4452 is a new classification and will be created effective May 19, 2024.

ARTICLE 14 – OVERTIME PAY

- 14.01 Each full-time employee shall be paid by the Employer at the rate of time and one-half for all time worked by such employee on any scheduled working days in excess of the regularly scheduled hours for such day, and at the rate of time and one-half for all time worked by the said employee on any day in any calendar week other than a scheduled working day.
- 14.02 Permanent part-time employees shall be paid the overtime rate for all hours worked in excess of eight (8) hours in a day and forty (40) hours in a week.
- 14.03 All overtime shall be authorized in advance.
- 14.04 Seniority shall be the primary consideration in distributing overtime among employees qualified to perform the required duties. When Overtime is scheduled with greater than 48 hours' notice, the Employer shall make a reasonable attempt to contact all employees, Employees shall have 2 hours to respond to the offer to work the overtime.
- 14.05 An employee may opt to accumulate overtime worked at time and one half for use as time off in lieu of pay. Compensating time shall be taken at a time mutually convenient to the employee and the Employer.
- 14.06 Compensating leave accumulated in a calendar year, that is not taken before January 31st of the following year, shall be paid at the overtime premium on the base rate at which it was earned. Employees will be paid for all time accumulated in their compensating time bank at January 31 of the following year.
- 14.07 Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31 of the following year, upon giving fifteen (15) working days' notice in writing, except in cases of emergency.
- 14.08 An employee scheduled to work overtime on the employee's day off shall receive a minimum of three hours at time and one-half of the employee's basic hourly rate.

ARTICLE 15 – CALL OUT AND REPORTING ALLOWANCE

15.01 Each employee who has completed a regular day's work and leaves the place of work and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of two (2) hours at time-and-one-half (1.5x) the employee's basic hourly rate.

15.02 Maintenance Employee Cellphone, On Call Rotation

(a) Each maintenance employee shall be on an on-call rotation consistent with the number of maintenance staff employed. Example: (13) maintenance staff members would mean a thirteen (13) week rotation, wherein each employee will be on call every thirteen (13) weeks.

(b) A yearly schedule will be given to all maintenance staff for the upcoming year in December. Each new schedule will follow the previous year's rotation for conformity and consistency. Exchanges of the time when one is on call may be done between the maintenance staff members with management's consent. Such consent shall not be unreasonably withheld.

(c) Maintenance staff will be compensated **three dollars (\$3.00) per hour while on-call, for all hours from the regular end time of their shift until the regular beginning time of their next shift.**

(d) **In addition to 15.02 c) above, on-call maintenance staff will be paid an eighty dollar (\$80) per seven-day on-call rotation premium to compensate for being the first point of contact and providing telephone advice and/or support to tenants and service providers.**

15.03 Weekend Work Schedule

April 1st to November 30th:

A rotation consistent with the number of maintenance staff employed will be in place and which will require one (1) employee to work each weekend.

December 1st to March 31st:

A six (6) week rotation will be in effect as two (2) maintenance staff members are required on the weekends during the day.

Out of town staff will take the preceding Friday before they work the weekend and the following Friday off for working the weekend. In town staff will take the Friday before and the Monday after the weekend they work.

ARTICLE 16 – VACATIONS

- 16.01 (a) For the purpose of calculating vacation credits, service year will be computed from January 1 to December 31.
- (b) Permanent part-time employees shall earn vacation credits based on the ratio of the hours scheduled to work per week compared to full time employment and expressed in hours or part thereof. It will be used based on the number of hours the employee is scheduled to work weekly during the period of vacation.
- (c) Vacation may be taken as follows:
- (i) In an employee's first year of service, all their vacation entitlement may be taken in less than one-week blocks.
 - (ii) Employees with fifteen (15) days of vacation may take up to five (5) days vacation less than a one week block.
 - (iii) Employees with twenty (20) days of vacation may take up to ten (10) days vacation in less than one-week blocks.
 - (iv) Employees with twenty-five (25) days of vacation may take up to ten (10) days vacation in less than one-week blocks.
 - (v) Employees with thirty (30) days of vacation may take up to fifteen (15) days vacation in less than one-week blocks.
- (d) Vacation that is booked during a week that contains a Designated Holiday, shall be considered a one-week block, provided that employee books the remainder of the week as vacation.
- (e) One half (1/2) day of vacation may be used on an employee's last regularly scheduled day or shift prior to Christmas Day and New Year's Day.
- (f) Vacation requested in one-week blocks shall be approved before vacation requested in less than one-week blocks.

16.02 Vacation and vacation pay will accrue on the following basis:

- (a) An employee shall earn vacation credits at the following rates:
 - (i) 15 days per year during the first eight (8) years continuous service;
 - (ii) 20 days per year after eight (8) years continuous service;
 - (iii) 25 days per year after **fifteen (15)** years of continuous service;
 - (iv) 30 days per year after twenty-five (25) years of continuous service
 - (b) Employees who have completed their probationary period, who do not have or will not have one full year of service as of December 31st shall have their vacation entitlement pro-rated based on 1-1/4 days per completed month of service.
 - (c) Vacation shall be credited at the beginning of each year. Should an employee leave the employ of the City of Cornwall credits will be prorated based on months employed and any over-used credits will be recovered on the employee's final pay.
- 16.03 (a) An employee shall be allowed to carry over a maximum of **ten (10)** days accrual to the next vacation year.
- (b) The scheduling of vacation shall be based on the fact that during the peak vacation period of June 1 to August 31, consideration of service shall be related to only the first two (2) weeks of vacation. Once all employees have had an opportunity to schedule vacation as indicated above, consideration will be given to those employees wishing to schedule additional vacation during the peak vacation period provided it does not interfere with the provision of service to tenants.
- 16.04 An employee who has completed twenty (20) or more years of service is entitled to receive, in the year ending with the end of the month in which the employee reaches the age of sixty-five (65) years, five (5) days vacation leave of absence in addition to the normal vacation entitlement as set out in Article 16.02, such time to be considered as pre-retirement leave.

16.05 An approval for vacation requested as outlined below will be subject to operational requirements:

An employee shall submit the vacation request in writing to the Supervisor by April 15th and the Employer shall post the approved vacation schedule by May 15th, which shall be subject to 16.03(b). All vacation requests submitted in writing by April 15th shall be scheduled according to seniority. Vacation requests submitted after April 15th shall be scheduled according to seniority and in addition, shall require no less than two weeks' notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably withheld.

16.06 An employee shall be paid for any earned and unused vacation standing to the employee's credit at the date employment ceases, or at the date the employee qualifies for payments under the Long Term Income Protection Plan.

16.07 An employee is not eligible for the entitlement under clauses 16.01 and 16.02 in respect of:

a) a whole calendar month in which he is absent from duty for any reason other than vacation or leave of absence with pay,

OR

b) a period in excess of six (6) months during which a *Workplace Safety and Insurance Board (WSIB)* award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month, or

16.08 If an employee is hospitalized for day surgery or as in-patient while on vacation, the days spent in hospital and any subsequent days spent recovering on the written advice of a medical doctor, shall be considered sick leave as per article 18. Any impacted vacation days shall be rescheduled at another time. Proof will be required to verify that the employee was hospitalized as an in-patient during that time.

ARTICLE 17 – DESIGNATED HOLIDAYS

17.01 In each calendar year the following will be observed as holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
National Day for Truth and Reconciliation/Orange Shirt Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

And any other day proclaimed as a holiday by the Federal Government and/or the Government of the Province of Ontario. If any of the above paid holidays falls on a normal non-working day for an employee, they shall receive a lieu day (at regular pay) to be taken on the next normal working day which shall be deemed to be the straight time paid holiday.

17.02 Each full-time employee:

- (a) who is not required to work on a holiday as defined in Article 17.01 shall be paid at the employee's regular rate for each such holiday not so worked. In order to qualify for this benefit the employee must have worked the employee's last scheduled shift preceding and the employee's first scheduled shift following such holiday unless absence on either or both of these days is on account of:
 - (i) illness or injury. Where the employee is absent on account of illness or injury on the last scheduled shift preceding the holidays, the shift following the holiday, or both shifts, such absence(s) must be substantiated by a doctor's certificate, or

- (ii) with the prior permission of the Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- (b) who is required to work on any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half of his/her regular rate for all hours worked on that day provided that such employee meets the condition applicable thereto as set forth in the immediately preceding paragraph.

17.03 A permanent part-time employee shall be entitled to pay for the holidays outlined in Article 17.01 in accordance with the *Employment Standards Act*.

17.04 When a holiday as defined in Article 17.01 falls within an employee's vacation period the employee shall be entitled to a day off in lieu thereof at the employee's regular rate.

ARTICLE 18 – PERSONAL LEAVE AND SHORT TERM DISABILITY PROGRAM

18.01 Personal Leave

- (a) All full-time employees will be entitled to twelve (12) paid personal days per annum paid at one hundred percent (100%). These days will be allotted effective January 1st of each year and ending December 31st of the same year (Personal Leave Year). Employees not actively employed on January 1st of the Personal Leave Year shall be entitled to a pro-rated number of personal leave days based on the date they either begin employment or return to active employment in the relevant Personal Leave Year.
- (b) Personal Leave shall be granted for periods of no less than thirty (30) minutes and up to two (2) consecutive days without the need to substantiate the absence.
- (c) Personal Leave can be used at the discretion of the employee as long as there is no significant operational impact to their department. Requests for Personal Leave shall not be unreasonably denied.
- (d) An employee must receive approval from the City of Cornwall prior to taking three (3) or more consecutive Personal Leave days; approval shall be at the City of Cornwall's sole discretion. Requests shall not be unreasonably denied.

- (e) An employee that was denied vacation due to operational requirements, shall not be permitted to use Personal Leave. If there are extenuating circumstances, it will be considered on a case by case basis.
 - (f) The City of Cornwall shall pay out to employees actively employed on December 31, on the last pay in February of the following year, at the employees' regular rate of pay, fifty percent (50%) of any remaining unused Personal Leave days at the end of the previous Personal Leave year. Employees shall not be entitled to carry over any unused personal leave days from one (1) Personal Leave year into a subsequent Personal Leave year.
- 18.02 (a) Employees, who are unable to report to work because of illness or any other reason, shall notify their Supervisor, or next most appropriate person, at the approved time and method. The Supervisor, or next most appropriate person, shall be informed as to the approximate date of return, and if the absence surpasses this date, further notification shall be made.
- (b) The employer shall provide, in writing, a department directive explaining who to call, when to call and what method to be used. Copies will be provided to the Union.
- 18.03 **Short Term Disability Program.** The Corporation will provide the employees with a Short-Term Disability (STD) program, payable to the employees who are unable to report to work because of illness, accident or injury which shall provide seventy-five percent (75%) of the weekly salary from the date of illness for a period of up to seventeen (17) weeks.
- 18.04 Employees, who are unable to report to work because of illness, shall notify their Supervisor or next most appropriate person, at the approved time and method. The Supervisor, or next most appropriate person, shall be informed as to the approximate date of return, and if the absence surpasses this date, further notification shall be made.
- 18.05 The STD program shall provide coverage from the first (1st) working day in the event of accident, illness, or injury requiring hospitalization, or the third (3rd) working day in the event of illness, regardless of the numbers of personal leave days an employee has remaining in the Personal Leave year for a period of up to seventeen (17) weeks.
- 18.06 Employees shall provide a properly completed "Attending Healthcare Practitioner Statement" form, to access the STD program. Unless otherwise directed by the Employer.

18.07 If an employee falls ill, for the same or related cause, within two (2) weeks of return to work after being away from work on Short Term Disability, then that illness shall be considered part of the same seventeen (17) week entitlement. Otherwise, the employee shall be entitled to an additional seventeen (17) weeks.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Bereavement Leave

An employee scheduled to work and who would otherwise have been at work shall be allowed:

- (a) Five (5) working days leave-of-absence with pay in the event of the death of the employee's spouse, child/stepchild, mother/stepmother and father/stepfather;
- (b) Three (3) working days leave-of-absence with pay in the event of the death of the employee's brother/stepbrother, sister/stepsister, **(step)** mother-in-law, **(step)** father-in-law;
- (c) Two (2) working days leave-of-absence with pay in the event of the death of the employee's **(step)** grandparent, **(step)** grandchild, daughter-in-law and son-in-law;
- (d) One (1) working day leave-of-absence with pay in the event of the death of the employee's **aunt, uncle**, brother-in-law and sister-in-law;
- (e) Two (2) additional days leave of absence with pay to attend the funeral of relatives listed above if the location of the funeral is greater than eight hundred (800) kilometers from the employee's residence.
- (f) Employees will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not to exceed the total leave entitlement, in order to accommodate their circumstances.

19.02 Jury and Witness Duty

Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:

- (a) shall be granted leave-of-absence for such purposes provided that upon completion of the service such employees shall present to the Employer a satisfactory certificate showing the period of such service; and
- (b) shall be paid full salary or wages for the period of such service provided the employee shall pay the Employer the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.

19.03 Campaigning for Public Office

An employee shall be allowed a leave of absence without pay, to campaign for the employee's election for a public office as provided for in Public Service Act, R.S.O. 1990, as amended from time to time.

19.04 Special or Compassionate Leave

Leave-of-absence without pay and without loss of seniority may be granted to an employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Employer for a period of up to one (1) continuous year with the approval of the General Manager. Application for leave under this section should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of emergency when as much notice as possible should be given.

19.05 Citizenship Leave

An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay to attend a formal hearing to become a Canadian Citizen.

19.06 Funded Leave Plan

An employee may apply to participate in the Self-Funded Leave Plan as permitted under the *Income Tax Act* (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years. The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.

During the leave, the employee's insured benefits will be continued where the employee continues to pay for their portion.

At the end of the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that they had attained when the leave commenced. If the position no longer exists, the provision of Article 8 – Layoff and Recall shall apply. It is understood, however, that the notice period begins when the position is declared surplus by the City of Cornwall, not when the employee returns from leave.

19.07 Pregnancy Leave

- (a) Pregnancy leave of absence will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision, where an employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of birth.**
- (b) The employee shall give written notification of pregnancy leave of absence. An employee entitled to pregnancy leave of absence under article 19.07, such that a pregnant employee is entitled to a combined total of seventy-eight (78) weeks leave of absence.**
- (c) The employee shall give the Employer written notification at least four (4) weeks in advance of the anticipated date of commencement of their leave of absence and of the expected date of return.**

Where circumstances change such that the date of the commencement of the pregnancy leave originally anticipated by the employee changes, the employee shall notify the Employer thereof as soon as possible.

- (d) An employee not intending to return to work with the Employer is required to advise the Employer in writing at least four (4) weeks prior to the expiry of their pregnancy leave.**
- (e) An employee granted pregnancy leave shall be reinstated to their former position and job duties, unless they have been discontinued, Unless they are subject to lay off, the employee shall be given a comparable job in terms of level of responsibility and remuneration.**
- (f) An employee shall continue to accumulate seniority for a maximum period of seventeen (17) weeks if an employee's absence was due to a pregnancy leave, and for a maximum period of sixty-one (61) weeks if the employee's absence is due to a parental leave and if the**

employee also took pregnancy leave, sixty-three (63) weeks if the employee did not. In addition, the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the pregnancy leave, and for up to sixty-one (61) weeks from the commencement of the leave while the employee is on parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not, unless the employee does not intend to pay their contributions.

- (g) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provide under this Agreement, who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit. That benefit will be the equivalent of the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on the last day worked prior to the commencement of the leave times their normal weekly hours.

19.08 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (b) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to parental leave of absence without pay following: the birth of a child; or the coming of the child into the employees' care, custody and control for the first time. An employee is eligible to be granted up to sixty-one (61) weeks of parental leave without pay if the employee also took pregnancy leave, sixty-three (63) weeks otherwise.
- (c) The parties acknowledge that "parent" is defined by the Employment Standards Act, as amended, to include a person with whom a child is placed for adoption and a person who is in a relationship of some

permanence with the parent of the child and who intends to treat that child as their own.

- (d) The employee shall give the Employer written notification at least four (4) weeks in advance of the anticipated date of commencement of the leave of absence and of the expected date of return. If, because of late receipt of confirmation of a pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (e) An employee not intending to return to work with the Employer is required to advise their supervisor in writing at least two (2) weeks prior to the expiry of their parental leave.
- (f) An employee granted parental leave shall be reinstated to their former position and job duties, unless they have been discontinued. Unless they are subject to lay off, they shall be given a comparable job in terms of level of responsibility and remuneration.
- (g) An employee shall continue to accumulate seniority for a maximum period of sixty-one (61) weeks if the employee's absence is due to parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not. In addition, the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to sixty-one (61) weeks from the commencement of the parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not, unless the employee does not intend to pay their contributions.
- (h) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit. That benefit will be the equivalent of the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits during the leave and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a

maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

ARTICLE 20 – PAYMENT OF WAGES

20.01 Wages one week in arrears shall be paid on a **bi-weekly** basis every second **Thursday**. Where the regular pay day falls on a designated holiday, the employee shall be paid on the day preceding the holiday. An employee will be provided each pay day with an itemized statement of wages and deductions therefrom.

20.02 Pay During Temporary Assignments

(a) When an employee is required to perform the duties of any higher position for a period in excess of one and one-half (1 ½) hours in one (1) day, the corresponding rate of pay for such higher position shall be paid for the whole period during which time duties at the higher level are performed.

(b) When an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay of such substitute shall not be changed.

20.03 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, the employee shall retain all rights and obligations under the Collective Agreement.

20.04 Reclassification

When a permanent employee is reclassified to a position with a lower classification as a result of any organizational change, the employee shall be paid at the next lowest step in the new salary range plus fifty percent (50%) of the difference between this salary and the employee's former salary. The employee shall then be entitled to any salary increases applicable to the new classification. Once the salary maximum of the new classification exceeds the salary maximum of the former classification, salary protection will end.

ARTICLE 21 – SHIFT PREMIUM

21.01 An employee shall receive a shift premium of seventy-five (75) cents per hour for all hours worked between five (5) p.m. and seven (7) a.m. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.

21.02 Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of eighty-five (85) cents per hour in addition to the employee's regular pay for such work, and in addition to shift premium if applicable.

ARTICLE 22 – EMPLOYEE BENEFITS

22.01 Articles 22.02 to 22.05 will apply only to full-time permanent employees.

22.02 (a) **Basic Life Insurance**

All permanent full-time employees will be covered with Group Life Insurance for an amount equal to the employee's annual salary. The premium cost will be paid one hundred percent (100%) by the Employer.

(b) **Dependent Life Insurance**

Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage by pre-arranged payroll deductions.

(c) Employees, at their option, may purchase supplementary life insurance in the amount of one times annual salary. The employee pays the full premium for this coverage through payroll deductions.

22.03 **Supplemental Health and Hospital**

(a) The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan for all permanent full-time employees, except in those cases where employees have opted out of the plan.

(b) Effective March 1, 2011 the Major Medical section of the Supplementary Health and Hospital Plan will provide coverage as follows:

- Drug formulary equivalent to the O.D.B. Plan reimbursed at 90%
- All other drugs reimbursed at 80%
- In all cases, generic substitution shall be mandatory unless specific medical contradictions are cited as the basis for "no substitution" in which case reimbursement shall be at 90%

- In any event coverage applies only to those drugs that require a written prescription in order to be dispensed.

All claims filed with the Plan Carrier prior to March 1, 2011, including any Refills, will be administered in accordance with the Plan design as it existed immediately prior to that date.

- (c) The Employer agrees to pay the monthly premium for hearing aid coverage under the Supplementary Health and Hospital Plan. The coverage provides for the purchase of hearing aids (maximum \$250.00 per person once only) equivalent to the hearing aid component of the Blue Cross Extended Health Care Plan.

- (d) Vision Plan

A benefit provision of **four hundred (\$400)** per person in any consecutive 24-month period for the employee, spouse and eligible dependents, **including eye examinations.**

- (e) Paramedical Services

Paramedical listed will cover 100% of the cost, combined to a maximum of eight hundred dollars (\$800) per calendar year with no maximum per visit imposed.

- Licensed massage therapists
- Licensed speech therapists
- Licensed physiotherapist
- Licensed naturopaths
- Licensed osteopaths or osteopathic practitioners, including a maximum of 1 x-ray examination each benefit year
- Licensed chiropractors, including a maximum of 1 x-ray examination each benefit year

All remaining Paramedical Services remain status quo. Including the below listed for licensed Podiatrists

- Licensed podiatrists or chiropodists, including a maximum of 1 x-ray examination each benefit year. Surgery is limited to \$100 per person in a benefit year.

The effective date for the changes to the benefits shall be the date of ratification by both parties.

22.04 Long Term Income Protection Plan

- (a) It shall be a condition of employment that all employees be enrolled in a Long Term Income Protection Plan. The premium cost will be paid one hundred percent (100%) by the Employer. Employee

benefits as provided in Article 22 shall be maintained at no cost to the employee, when the employee is in receipt of LTIPP benefits.

- (b) LTIPP benefits commence after a qualifying period of seventeen (17) weeks from the date that the disability began, which shall include the period of payment under the terms of the Short-Term Disability Plan.

22.05 Dental Plan

- (a) The Dental Plan shall provide benefits as outlined in Appendix A to this Collective Agreement.
- (b) The Employer shall pay one hundred percent (100%) of the monthly premium under this Plan for all permanent full-time employees, except in those cases where employees have opted out of the Plan.

22.06 Benefits – Permanent/Part Time

- (a) This Article applies only to permanent part-time employees, who are scheduled to work on a regular on-going basis at least one third of the normal work week as specified in Article 12.01(a).
- (b) The basic life insurance plan shall provide coverage equal to the employee's annual salary. The Employer shall provide coverage equal to the employee's annual salary. The Employer shall pay one hundred percent (100%) of the premium for this coverage.
- (c) Except in those cases where employees have opted out of the Plan, the Employer shall pay a pro-rated premium for:
 - i) Supplementary Health and Hospital Insurance Plan
 - ii) Dental Plan

The premium will be pro-rated on the percentage of the employee's weekly hours of work relative to the normal work week as specified in Article 12.01(a). The employee shall pay the balance of the premium through payroll deduction.

- (d) It shall be a condition of employment that eligible employees as defined in (a) above be enrolled in the Long Term Income Protection Plan. The premium cost will be paid seventy five percent (75%) by the Employer and twenty five percent (25%) by the employee. Employee benefits as provided in Article 22.06(b) and (c) shall be maintained at no cost to the employee, when the employee is in receipt of LTIPP benefits.

(e) Supplementary Life Insurance

Employees, at their option, may purchase supplementary life insurance in the amount of one times annual salary. The employee pays the full premium for this coverage through payroll deductions.

22.07 Leave of Absence Without Pay

During leave-of-absence without pay, employees may continue participating in Basic Life, Supplementary Health and Hospital, Long Term Income Protection and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the Corporation payroll section.

22.08 Leave of Absence – Workplace Safety and Insurance Act (WSIA)

Employees collecting workers' compensation benefits shall have their benefits continued by the Employer provided for under the Workplace Safety and Insurance Act. Employees no longer eligible for benefits under the Act, may elect to continue participating in the benefit plan as per 22.07.

22.09 The Employer agrees to remit the required contributions for eligible and properly enrolled Employees in the Ontario Municipal Employees Retirement System (O.M.E.R.S.).

22.10 The Employer agrees to provide an Employee Assistance Plan (EAP). The Employer shall pay one hundred percent (100%) of the cost.

ARTICLE 23 – NO STRIKES OR LOCK-OUTS

23.01 During the term of this agreement, the Corporation shall not lock-out and the Union shall not encourage or advocate a slowdown, curtailment or stoppage of work.

ARTICLE 24 – MILEAGE RATES

24.01 Employees authorized to use their cars on legitimate business, shall be paid the rate equal to the City of Cornwall's current rate.

ARTICLE 25 – LEAVE OF ABSENCE – UNION BUSINESSES

25.01 Union Conventions

Leave with pay and without loss of seniority may be granted upon request from the Union to the Employer, to employees who are duly elected or appointed delegates to attend the annual conventions of the Canadian Union of Public Employees, the Ontario Division of the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. Such time shall not exceed a total of twenty (20) person days in any one (1) calendar year; however, any unused portion may be carried over to a second year only. The Union will give at least ten (10) working days written notice of such request to the Employer.

25.02 Internal Business Affairs

When upon the written request of the Union to the appropriate General Manager, the Employer grants leave without loss of pay or benefits to employees elected as executive officers or stewards of the Union, for the purpose of conducting the internal business affairs of the Union, the Union will reimburse the Employer for the wages paid.

ARTICLE 26 – JOINT LABOUR/MANAGEMENT COMMITTEE

26.01 Policy

The Employer recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and co-operative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

26.02 Scope

The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, and morale, and shall seek to promote understanding and agreement between the parties. However, it will not perform any of those functions which are exclusively the functions of Management and/or the Union. It is understood that the Committee shall act in an advisory capacity and shall have no power to alter or amend, add to or modify, the terms of the Collective Agreement. The Committee is not intended in any way to replace or infringe upon the grievance or negotiating procedures.

26.03 Membership

- (a) The Committee shall be composed of not more than two (2) representatives from each of the parties. Two (2) members from each side shall be named for a period of twelve (12) months or until replaced, and two (2) additional members from either party may be appointed by the respective sides depending upon matters on the agenda. Management's committee shall include the General Manager and the Union's committee shall include the Union Steward. Meetings will be held within two weeks of a request by either party, but normally not more frequently than once per month or any other mutually satisfactory date.
- (b) The Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate at such meetings provided the provisions of Article 26.03 (a) are adhered to.

26.04 Agenda

An agenda will be drawn up and distributed to all Committee members not later than one week prior to the meeting.

26.05 Chairperson

The Union and Management will select a representative from its group who will act as chairperson on an alternating basis. The chairperson will be responsible for conducting the meeting in an orderly fashion. Minutes will be recorded and distributed to all Committee members.

ARTICLE 27 – UNION STEWARDS

27.01 In the administration of Article 10 of the Collective Agreement, it is recognized that the Union will have at least two (2) stewards chosen from the employees of the Corporation.

27.02 The Local Union Steward may assist any employee whom the Steward represents in presenting the employee's grievance in accordance with the grievance procedure.

27.03 The Local Union Steward will be involved in the grievance procedure in all steps.

- 27.04 Before leaving employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, the recognized Union Steward must obtain the permission of the appropriate Supervisor or General Manager. Where such permission has been granted by the appropriate Supervisor or General Manager, the Union Steward shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably withheld.
- 27.05 The Union agrees to provide the Employer with a list of authorized Union Stewards in January of each year, and inform the Employer of any changes thereto, as soon as possible.
- 27.06 The Parties agree that an Executive Officer of the Union may act as a Union Steward from time to time.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Accommodation At Work

The Employer where appropriate will provide accommodation for meals and for the hanging of outerwear.

28.02 Bulletin Board

The Employer will provide appropriate bulletin boards upon which the Union will have the right to post notices of Union meetings, and such other notices referring to Union activities as may be of interest to employees.

28.03 Tools and Protective Clothing

The Employer will supply to maintenance employees work tools and protective clothing as required. Where protective clothing is supplied it must be worn as a condition of employment.

28.04 Winter Outerwear

The Employer will supply appropriate winter parkas to all **full-time maintenance and custodian** employees who **regularly** work outside. **One (1) winter parka will be provided every three (3) years or on an as needed basis.**

28.05 Uniforms

- a) The Employer will provide custodian/maintenance staff with **work clothing** on an annual basis. **Full-time employees shall be allocated forty (40) points per year to acquire uniforms.**

- b) **Points have no cash value and shall be used only for the purpose of selecting work clothing form the list contained herein. Employees may select, at their discretion, clothing from the list provided below in accordance with the point value listed.**

Item	Points per item
Pants	7.0
Long-sleeved crested shirt	3.5
Short-sleeved crested shirt	3.5
Golf shirt	3.5
Crested cap	2.0

- c) **Temporary employees will receive a prorated number of points based upon the portion of the year they are anticipated to work.**

- d) **The Employer shall provide full-time custodian/maintenance employees an annual allowance of five hundred dollars (\$500) for the purchase of CSA approved safety footwear in the first quarter of the year. This allowance is intended for summer and winter footwear.**

- e) **The Employer shall provide temporary custodian/maintenance employees a prorated amount of the allowance in Article 28.04 d) above, base upon the portion of the year they are anticipated to work.**

- f) **The safety footwear allowance shall be subject to the applicable taxes and deductions.**

28.06 (a) Safety

The Employer will continue to make adequate provisions for the occupational health and safety of employees. The Employer and the Union undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment injury.

(b) Hepatitis B Vaccination

The vaccination against Hepatitis B will be available on a voluntary basis to those employees who, as a condition of employment, have a possible high exposure to body fluids. The Joint Health and Safety Committee will identify job functions with potential for high exposure to body fluids in order to determine entitlement to the vaccination. Under these approved conditions, the Employer will be responsible for such costs.

28.07 No Pyramiding

There shall be no pyramiding of overtime on premium pay under the terms of this Agreement and under no circumstances will more than one basis of calculating overtime or premium pay be used for the same or similar hours.

28.08 Clean-Up Time

Maintenance employees will be allowed ten (10) minutes clean-up time before lunch and before getting off duty.

28.09 Joint Health and Safety Committee

- (a) Local Joint Health and Safety Committees shall be established with equal representation from the Corporation and the Union.
- (b) The Committee will meet every three (3) months, if required, or more frequently if mutually agreed to, to enquire into practices and inspect projects on-site.
- (c) A designated safety representative from the bargaining unit will be recognized by the Corporation. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the General Manager or designee.
- (d) The powers of this Committee shall be as outlined in the *Occupational Health & Safety Act*.
- (e) It is understood that the Health and Safety Committees referred to above which provide for joint enquiry into safety practices and inspection of on-site projects by a joint committee does not, in any way derogate from or limit the function of Management to take such action as it may decide to take arising out of its responsibility for safety measures and in a manner in keeping with its management responsibilities.

28.10 Rest Periods

All employees shall be entitled to two (2) fifteen (15) minute rest periods in each shift to be taken one (1) in the first half and one (1) in the second half of each shift.

28.11 Change of Address

In the event of change in home address or telephone number, it shall be the responsibility of the employee to notify the Employer in writing of such change. Failure to comply with this provision will save the Employer harmless with respect to any notification directed to any employee's last known address or telephone number.

28.12 Adverse Weather Conditions

The following provision shall apply to employees during adverse weather conditions necessitating closure of all highways, as declared by appropriate provincial or municipal authorities, between the employee's residence and place of employment, for the duration of the closure:

When an employee, through no fault of their own, is unable to report for work because of the above, such employee shall suffer no loss of pay or other benefits, nor shall they be required to make up, in any way, for time lost due to not reporting to work.

28.13 Errors and Omissions

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


ARTICLE 29 – TERM OF AGREEMENT


29.01 This Agreement is effective from January 1st, 2024 until December 31st, 2027.


IN WITNESS WHEREOF these present have been executed by the Authorized representative of the parties at Cornwall, Ontario this 13 day of June, 2024.


FOR THE EMPLOYER

FOR THE UNION:


Lisa Smith (Jun 23, 2024 21:07 EDT)


Trevor Riopelle (Jun 13, 2024 15:17 EDT)


Marie-France Walker (Jun 17, 2024 10:20 EDT)


Ryan Lalonde (Jun 17, 2024 08:46:11)


Bruce Donig (Jun 13, 2024 09:08 EDT)


Lauren Boucher (Jun 13, 2024 12:20 EDT)


[unclear] Park

- Diagnostic services including:
 - One complete oral examination every 36 months
 - Limited oral examinations twice every 12 months, except that only one limited oral examination is covered in any 12-month period that a complete oral examination is also performed
 - Limited periodontal examinations twice every 12 months
 - Complete series of x-rays every 36 months
 - Intra-oral x-rays to a maximum of 15 films every 36 months and a panoramic x-ray every 36 months. Services provided in the same 12 months as a complete series are not covered

- Preventive services including:
 - Polishing and topical application of fluoride each twice every 12 months
 - Scaling, limited to a maximum combined with periodontal root planning of 6 time units every 12 months
 - A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval
 - Pit and fissure sealants on bicuspids and permanent molars every 60 months
 - Space maintainers including appliances for the control of harmful habits
 - Finishing restorations
 - Interproximal diskings
 - Recontouring of teeth

- Minor restorative services including:
 - Caries, trauma, and pain control
 - Amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 2 years old or the existing filling was not covered under this plan
 - Retentive pins and prefabricated posts for fillings
 - Prefabricated crowns for primary teeth

- Endodontics. Root canal therapy for permanent teeth will be limited to one course of treatment per tooth. Repeat treatment is covered only if the original treatment fails after the first 18 months

- Periodontal services including:
 - Root planning, limited to a maximum combined with preventive scaling of 6 time units every 12 months
 - Occlusal adjustment and equilibration, limited to a combined maximum of 4 time units every 12 months

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval.

- Denture maintenance, after the 3-month post-insertion care period, including:
 - Denture relines for dentures at least 6 months old, once every 36 months
 - Denture rebases for dentures at least 2 years old, once every 36 months
 - Resilient liner in relined or rebased dentures, once every 36 months
- Oral surgery
- Adjunctive services

Major Coverage

- Crowns. Coverage for crowns on molars is limited to the cost of metal crowns. Coverage for complicated crowns is limited to the cost of standard crowns
- Onlays and inlays. Coverage for tooth-coloured onlays or inlays on molars is limited to the cost of metal
Replacement crowns, onlays and inlays are covered when the existing restoration is at least 5 years old and cannot be made serviceable
- Denture-related surgical services for remodelling and recontouring oral tissues
- Standard complete dentures, standard cast or acrylic partial dentures or complete overdentures or bridgework when standard complete or partial dentures are not viable treatment options. Coverage for tooth-coloured retainers and pontics on molars is limited to the cost of metal retainers and pontics. Replacement appliances are covered only when:
 - The existing appliance is a covered temporary appliance
 - The existing appliance is at least 5 years old and cannot be made serviceable. If the existing appliance is less than 5 years old, a replacement will still be covered if the existing appliance becomes unserviceable as a result of the placement of an initial opposing appliance or the extraction of additional teeth.
If additional teeth are extracted but the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth

- Denture and bridgework maintenance following the 3-month post-insertion period including:
 - Denture remakes, once every 36 months
 - Denture adjustments, once every 12 months
 - Denture repairs and additions, tissue conditioning and resetting of denture teeth
 - Repairs to covered bridgework
 - Removal and recementation of bridgework

Orthodontic Coverage

- Orthodontics are covered for children age 6 to 18 when treatment starts

Accidental Dental Injury Coverage

- Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition
A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced

Limitations

No benefits are paid for:

- Duplicate x-rays, custom fluoride appliances, any oral hygiene instruction and nutritional counseling
- The following endodontic services – root canal therapy for primary teeth, isolation of teeth, enlargement of pulp chambers and endosseous intra coronal implants
- The following periodontal services – desensitization, topical application of antimicrobial agents, subgingival periodontal irrigation, charges for post surgical treatment and periodontal re-evaluations
- The following oral surgery services - implantatology, surgical movement of teeth, services performed to remodel or recontour oral tissues (other than minor alveoloplasty, gingivoplasty and stomatoplasty) and alveoloplasty or gingivoplasty performed in conjunction with extractions. Services for remodeling and recontouring oral tissues will be covered under Major Coverage
- Hypnosis or acupuncture
- Veneers, recontouring existing crowns, and staining porcelain

- Crowns, onlays or inlays if the tooth could have been restored using other procedures. If crowns, onlays or inlays are provided, benefits will be based on coverage for fillings
- Overdentures or initial bridgework if provided when standard complete or partial dentures would have been a viable treatment option
If overdentures are provided, coverage will be limited to standard complete denture.
If initial bridgework is provided, coverage will be limited to a standard cast partial denture and restoration of abutment teeth when required for purposes other than bridgework.
If additional bridgework is performed in the same arch within 60 months, coverage will be limited to the addition of teeth to a denture and restoration of abutment teeth when required for purposes other than bridgework.
Benefits will be limited to standard dentures or bridgework when equilibrated and gnathological dentures, dentures with stress breaker, precision and semi-precision attachments, dentures with swing lock connectors, partial overdentures and dentures and bridgework related to implants are provided.
- Expenses covered under another group plan's extension of benefits provision
- Accidental dental injury expenses for treatment performed more than 12 months after the accident, denture repair or replacement, or any orthodontic services
- Expenses private benefit plans are not permitted to cover by law
- Services and supplies you are entitled to without charge by law or for which a charge is made only because you have coverage
- Services or supplies that do not represent reasonable treatment
- Treatment performed for cosmetic purposes only
- Congenital defects or developmental malformations in people 19 years of age or over
- Temporomandibular joint disorders, vertical dimension correction or myofacial pain
- Expenses arising from war, insurrection, or voluntary participation in a riot