

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE CITY OF CORNWALL
(Hereinafter called "The City")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 234
(Hereinafter called "The Union")**

**Effective: April 1, 2021
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ARTICLE 1 – PREAMBLE

1.01 PURPOSE

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

1.02 (a) WORKPLACE VIOLENCE AND HARASSMENT PREVENTION

The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, ancestry, political or religious affiliation or belief, gender, sexual orientation, marital status, place of residence or by reason of membership or activity, or lack of same, in the Union.

The Parties acknowledge the authority of the *Ontario Human Rights Code* and Bill 168 under *The Occupational Health & Safety Act*, as amended from time to time.

1.02 (b) GENDER CLAUSE

If any particular gender is used in this Agreement, it shall be considered as if the appropriate gender has been used where the context of the party or parties hereto so require.

ARTICLE 2 - RECOGNITION

2.01 BARGAINING UNIT

The City recognizes the Union as the sole bargaining agent for all employees under the supervision of the General Manager, Department of Infrastructure & Municipal Works or the General Manager, Department of Planning, Parks and Recreation, save and except Foreperson, persons above the rank of Foreperson, and those employees covered by subsisting collective agreements, and hereby consents and agrees to negotiate with the Union, or its authorized committee thereof, in matters affecting wages, hours of work and working conditions.

2.02 WORK OF THE BARGAINING UNIT

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

2.03 RIGHT OF FAIR REPRESENTATION

The Union shall have the right at any time to have the assistance of a C.U.P.E. National Representative when dealing or negotiating with the Employer. Such

representative shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 MANAGEMENT RIGHTS

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

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

ARTICLE 4 - UNION SECURITY

4.01 ALL EMPLOYEES TO BE MEMBERS

All employees in the bargaining unit shall, as a condition of employment, become members of the Union upon hire.

4.02 DUES

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

4.03 DEDUCTIONS

The City shall deduct from every employee, weekly union dues as established by the Union. All union dues deductions shall be forwarded promptly to the Secretary-Treasurer, by the fifteenth (15th) of each month accompanied by a list of employees from whom deductions were made. The Union shall notify the City, in writing, of any change in the amount of union dues at least one month prior to the implementing of such change.

4.04 INDEMNIFICATION CLAUSE

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

4.05 UNION DUES WHILE ABSENT FROM WORK

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

ARTICLE 5 - CORRESPONDENCE

5.01 CORRESPONDENCE

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Manager of Human Resources and the Recording Secretary of the Union, with copies to the Union President and C.U.P.E. National Representative. The Chief Shop Steward shall also be copied on all correspondence relating to grievances.

5.02 COUNCIL DOCUMENTS

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

ARTICLE 6 - COMMITTEES

6.01 UNION REPRESENTATIVES

A Union Bargaining Committee shall be appointed by the Union and consist of not more than five (5) members of the Union. The Union shall, in writing, provide the Employer with the names of the individuals who constitute the Committee prior to the commencement of negotiating changes to the Collective Agreement.

6.02 FUNCTIONS OF BARGAINING COMMITTEE

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

6.03 MEETING OF COMMITTEE

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

6.04 TIME OFF FOR MEETING

It is agreed that members of Union Committees, as outlined in this Collective Agreement and who are in the employ of the Employer, may attend meetings held with representatives of the Employer. Permission to be absent from the workplace shall first be sought from the employee's immediate supervisor. Such permission shall not be unreasonably withheld. Pay for attendance at such meetings shall be as per Article 20.03.

6.05 LABOUR-MANAGEMENT COMMITTEE

A Labour-Management Committee shall be established consisting of not more than five (5) representatives of the Union, and not more than five (5)

representatives of the Employer. Meetings shall be held as may be mutually agreed upon, and scheduled at least once every three (3) months. Wages and benefits for attendance at such meetings shall be as per Article.20.03.

6.06 HEALTH AND SAFETY COMMITTEE

The Parties agree to abide by the *Ontario Occupational Health and Safety Act* and its regulations, as amended from time to time. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.

The Employer shall recognize seven (7) representatives of the Union appointed by the Union. This number will represent all 234 members and each section should be represented within the Committee.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 ELECTION OF STEWARDS

The City acknowledges the right of the Union to elect or appoint two (2) Stewards each from the Department of Infrastructure and Municipal Works or the Department of Planning, Parks and Recreation. The Steward's duties shall be to assist any employee represented by the steward in the preparation and presentation of a grievance in accordance with the grievance procedure. The Union shall be entitled to one (1) Chief Steward at large.

7.02 GRIEVANCE COMMITTEE

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

7.03 NAME OF STEWARDS

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

7.04 PERMISSION TO LEAVE WORK

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

7.05 SETTLING OF GRIEVANCES

The City and the Union agree that the prompt and effective settlement of the grievances is desirable and both parties agree to expedite such settlements. In order to promote the effective and equitable adjustment of grievances, the City and the Union agree to adjust any complaints or grievance through the regularly

constituted grievance procedure hereinafter set forth. An alleged grievance that is not submitted within five (5) working days of its occurrence shall not be considered by the City or the Union.

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

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

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

7.06 NO SUSPENSION OF WORK

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

7.07 POLICY GRIEVANCE

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

7.08 GRIEVANCE ON DISCHARGE

Any employee may be discharged for misconduct, unwarranted absenteeism, absence without leave not due to illness, or for refusal or willful neglect to carry out the instructions of anyone having authority to give such instructions, notwithstanding such dismissal, the employee shall have the right to appeal as

provided in the Agreement. If a discharged employee claims an injustice, their grievance must be presented within three (3) working days.

7.09

DISCIPLINE

- (a) Whenever the City deems it necessary to censure an employee in a manner indicating that discipline may follow, the following procedure shall apply:
 - 1) The employee's Supervisor shall investigate the alleged infraction and review it with the Department Manager or designate.
 - 2) The Department Manager or their designate, and the employee's Supervisor, if applicable, shall meet with the employee, and their Departmental Steward, or in their absence, a Union Steward, to discuss the alleged infraction in specific terms. The employee shall be encouraged to provide their perspective on the matter.
 - 3) After a full investigation, and upon determining that an infraction is deemed to have occurred, the Manager or their designate shall address the employee, in writing, advising of the disposition of the investigation, providing a copy to the Union and to the Department of Human Resources.
 - 4) If discipline is to be applied, the level and type of discipline will be clearly stated to the employee, in writing, noting the reason for the discipline. Copy to be sent to the Union and to the Department of Human Resources.
 - 5) Written advisement of the discipline applied shall be hand-delivered to the employee in a meeting held by the employee's Supervisor with the Departmental Steward present. When impossible to hand-deliver the letter, it shall be sent to the employee's last known address via registered mail.
 - 6) If a resolution is not reached after the above steps have been followed, the employee may initiate a grievance.
- (b) The City will not use any discipline notice prior to eighteen (18) months of the new event. In the case where an employee is being disciplined, a second or subsequent time for the same infraction, the City will not be limited to the eighteen (18) month limitation clause.
- (c) Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Departmental Steward to be present at the interview and the Steward shall have the right to be present.

7.10 PERSONNEL RECORDS

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

7.11 BURDEN OF PROOF

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

7.12 USE OF DEMOTION AS DISCIPLINE

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

ARTICLE 8 - ARBITRATION

8.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.

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 chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

8.03 BOARD PROCEDURE

The Board may determine its own procedure but shall be confined in its decision to the actual facts, evidence of data, properly placed before it in the case. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

8.04 DECISIONS OF THE BOARD

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, in case of a discharged employee, if the facts developed

during the investigation justify the reinstatement of the aggrieved employee, the Arbitration Board shall determine the amount of back pay due to the employee.

8.05 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

8.06 EXPENSES OF THE BOARD

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints;
2. One-half the fees and expenses of the Chairperson.

8.07 AMENDING OF TIME LIMITS

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

ARTICLE 9 - NO STRIKE OR LOCKOUT

9.01 NO STOPPAGE OF WORK

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

ARTICLE 10 - SENIORITY

10.01 SENIORITY DEFINED

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit wide basis for the purpose of determining preference or priority for vacation award, promotion, demotion, lay-off, permanent reduction of the workforce and recall as set out in other provisions of this Agreement and available overtime as set out in Article 15 found on page 14 (Call Out Procedure for CUPE Personnel After Normal Working Hours and For Pre-Scheduled Overtime) and in the Letter of Agreement (Procedure for CUPE Personnel for Continuous Working Day Overtime – Municipal Works) found on page 39.

10.02 SENIORITY LISTS

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

10.03 PROBATION FOR NEWLY HIRED EMPLOYEES

All new permanent employees in the bargaining unit shall be on probation for sixty (60) working days, during which time they shall have all rights under this agreement except Article 7, Grievance Procedure. After completion of the probationary period, they shall be deemed to be permanent employees. In the case of probationary labourers, or probationary attendants, they shall be reclassified as skilled labourers and attendants. Seniority shall date from the last date of hire.

10.04 LOSS OF SENIORITY

An employee shall only lose their seniority in the event:

1. They are discharged for just cause and is not reinstated;
2. They resign in writing, and does not withdraw such resignation within one (1) working day;
3. They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or just cause. Notification shall also be sent to the Union. It shall be the responsibility of the employee to keep the employer informed of their current address. Employees not returning to work within seven (7) calendar days, shall not only lose their seniority, but shall be deemed to have resigned from their employment;
4. They fail to return to work within three (3) days following an approved leave under Article 19.05 unless through sickness or just cause;
5. An employee with less than three (3) years seniority is laid off for more than one (1) year;
6. An employee with three (3) years or more seniority is laid off for more than two (2) years.

10.05 TRANSFER OF SENIORITY OUTSIDE OF THE BARGAINING UNIT

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

ARTICLE 11 - PROMOTION AND STAFF CHANGES

11.01 JOB POSTINGS

When a vacancy other than a seasonal position is to be filled or a new position is created within the bargaining unit, a notice of the opening shall be posted on the bulletin boards with a copy to the Union. A complete copy of the job description shall accompany internal postings. Seasonal vacancies within a Department shall be posted but only within that Department. Upon determination by the Employer, subsequent vacancies will be posted no more than thirty (30) days after successful completion of the trial period.

11.02 INFORMATION IN POSTINGS

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

11.03 EMPLOYEE ABSENT FROM WORK

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

11.04 METHOD OF MAKING APPOINTMENT

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

11.05 TRIAL PERIOD

Employees promoted or awarded new positions in this manner shall be given a trial period of thirty (30) days in which to prove satisfactory, and if they fail to do so in good faith, shall be returned to their former position without loss of seniority in such former position. It is understood that the City is not obliged to continue the trial period for the full term if at any time during the trial period, it is demonstrated that the employee cannot meet the requirements of the job. The trial period may be extended or terminated earlier, by mutual agreement. Employees promoted or awarded new positions will receive the rate of pay for that position. In the event that the employee does not prove satisfactory during

the trial period, the Union shall be notified. During the above noted trial period, the Employer shall provide the employee with on the job training. It is also recognized that an employee, during the course of the trial period, may choose with reason, to return to their former position. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position, wage or salary rate, without loss of seniority.

11.06 RATES FOR NEWLY CREATED POSITIONS

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

11.07 NO OUTSIDE ADVERTISEMENT

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

11.08 TEMPORARY POSITIONS

When a temporary opening occurs as a result of an absence by a permanent employee and it is known or becomes known to be in excess of ninety (90) calendar days, such temporary opening shall be posted in accordance with the collective agreement.

Absences or temporary openings of less than ninety (90) days shall be offered in order of seniority.

ARTICLE 12 - LAYOFF, RECALLS AND TERMINATIONS

12.01 LAYOFFS AND RECALLS

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

12.02 UNION NOTIFICATION

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

12.03 NOTICE OF LAYOFF

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

12.04 GRIEVANCE ON LAYOFFS AND RECALLS

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

ARTICLE 13 - HOURS OF WORK

13.01 HOURS OF WORK

(a) The regular scheduled work week for day employees shall consist of five (5) days per week, Monday to Friday. The regular scheduled day shall consist of eight (8) hours from 7:00 a.m. to 3:00 p.m., including a one-half (½) hour paid lunch. The hours of work for Pool Operator/Maintenance Person, Operator II (Ball Diamond), Skilled Labourer, Carpenter, Skilled Labourer/Maintenance Person in the Facilities Section of the Parks and Recreation Department, shall be Monday to Friday, 7:00 a.m. to 3:00 p.m. with a ½ hour paid lunch and ½ hour paid break in the a.m.

(b) Those employees working a twelve (12) hour shift shall be allowed the following rest breaks:

Fifteen (15) minute paid break in first half of shift;

Thirty (30) minute paid break at five (5) hours;

Fifteen (15) minute paid break in second half of shift;

Thirty (30) minute paid break at ten (10) hours.

(c) **HOURS OF WORK – Municipal Works 7:00 am to 3:00 pm**

One (1) fifteen (15) minute staggered break within the first five (5) hours.

One (1) half (1/2) hour lunch break.

Asphalt Raker, Street Sweeper, Street Flusher may be required to work 6:00 a.m. to 2:00 p.m. upon notification prior to the commencement of the next shift.

Lunches can be staggered when operationally required.

A Memorandum of Understanding to operational language.

13.02 REST PERIOD

(a) **Day Workers:**

A thirty (30) minute paid lunch break shall be allowed for day workers commencing at 11:30 am and ending at 12:00 noon. A ten (10) minute travel time is added to the beginning and to the end of the period in order

to allow the employee to travel to and from their normal reporting location. Crews working on emergency work shall make arrangements with their foreman to take their breaks outside of the aforementioned period as directed by their immediate non-union Supervisor provided the five (5) hour maximum is not exceeded.

(b) Shift Workers:

Employees shall be entitled to a rest period or work break of fifteen (15) minutes in both the first half and second half of their shift. Shift workers shall take their first break two (2) hours after the start of their shift, and their second break six and one-half (6½) hours after the start of their shift. Crews working on emergency work shall make arrangements with their foreperson to take their breaks outside of the aforementioned period.

(c) The above shall be adjusted as necessary, to reflect summer hours, should they be instituted.

13.03 (a) PARKS AND RECREATION

All employees in the Parks and Recreation Department, including Parks and Landscape and Facilities, will have their hours of work scheduled to suit the requirements of the job. Capable employees with the most seniority shall be given preference. Failing sufficient interest, the most junior capable employee(s) will be appointed.

Under normal conditions, employees shall receive a minimum of forty-eight (48) hours advance notice prior to commencement of the shift. Under winter conditions, the shift shall consist of a minimum of one (1) day/one (1) night/one (1) evening of eight (8) hours. The employee(s) will be provided a minimum of twenty-four (24) hours' notice prior to start and end of such shift.

(b) DUTY SUB-FOREPERSON, ATTENDANTS AT THE TRANSIT DEPARTMENT

It is understood that certain employees, namely Duty Sub-Foreperson and Attendants at the Transit Department, will have their hours of work scheduled to suit the requirements of the job.

13.04 SHIFT WORK - SCHEDULING OF SHIFT WORK

The Union recognizes the right of the City to schedule shift work outside the regular scheduled work day and work week as operations warrant. When a change in shift is required, Management will formulate the change and will review any such change with the Union and the employees affected. Such shift shall consist of five (5) consecutive days of eight (8) hours each, with a one half (½) hour paid lunch period included within each shift.

13.05 NOTICE OF SHIFT WORK - Municipal Works and Services

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

13.06 SHIFT PREFERENCE

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

13.07 NOTICE OF CHANGE

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

ARTICLE 14 - SHIFT DIFFERENTIAL

14.01 SHIFT DIFFERENTIAL

Those employees regularly scheduled to work shifts shall receive a premium of seventy-five (75) cents per hour for all hours worked between 4:00 p.m. and 7:00 a.m.

Shift premium shall be paid for all overtime hours worked between 4:00 p.m. and 7:00 a.m. providing an employee works a minimum of four (4) hours during this time.

14.02 SUNDAY DIFFERENTIAL

Employees will be paid straight time plus a Sunday differential for all time worked on Sunday of seventy-five (75) cents per hour. Normal shift differential will apply.

14.03 ON-CALL

When requested to be "on-call" a Duty Sub Foreperson shall receive an allowance of two dollars and fifty cents (\$2.50) per hour, for all hours on-call. This allowance shall not be payable when the employee is receiving overtime pay.

ARTICLE 15 – OVERTIME

15.01 GENERAL CONDITIONS

- (a) For the purposes of this Article both 20.04 - Pay on Temporary Transfer, Higher Rated Job and 20.05 - Pay on Temporary Transfer, Lower Rated Job of this Collective agreement apply.
- (b) An employee on an approved form of leave will not be called out for overtime until they have returned to work, and if the work goes against an injured employee's medical restrictions or limitations, they will not be called out for overtime.

- (c) An employee on vacation will not be called out for overtime unless no other employees are available.
- (d) The Supervisor or designate will be responsible to update the roster board when an employee is on an approved form of leave. The Supervisor or designate will be responsible to update the roster board upon the employee's return to work.

15.02 CONTINUATION OF WORKDAY

- (a) When the Employer determines that overtime is required in order to complete a job, before engaging the call-out procedure in Article 15.04, employees assigned to the specific job shall be offered the overtime by seniority and qualification in order to complete all the tasks related to that specific job only.
- (b) Furthermore, employees may be assigned to tasks other than their normal classifications when working overtime for the purpose of completing the work of that specific job.

15.03 MAINTENANCE OF OVERTIME LISTS

- (a) The employer shall maintain separate overtime roster lists for full-time and temporary employees by Section, by Department, and of the entire bargaining unit. Full-time employee lists will be organized by seniority and temporary employee lists will be organized by date of hire.
- (b) Overtime shall be voluntary and offered on a rotating basis following the process in Article 15.04, starting with the most senior qualified employee on the applicable roster list. Employees shall have the right to opt out, in writing, of an overtime roster list. Employees that have opted out may opt back into an overtime roster list and will be added back onto the overtime roster on the first day of the next month.
- (c) Each employee will provide the Employer with one active telephone number to be used for the purpose of call out for overtime.
- (d) The Employer will provide the Union Executive, upon request, with a copy of the Overtime lists outlined in Article 15.03(a).

15.04 SCHEDULING OF OVERTIME - CALL OUT PROCEDURE

- (a) Once it is determined that overtime is required, the Supervisor or designate calling out for overtime shall follow the procedure below.
- (b) The overtime will first be offered, by rotation, to qualified full-time employees who have the appropriate classification and are within the Section where the overtime is to be worked. If the first full-time employee called on rotation declines the offer, the overtime will be offered to the next full-time employee on the list with the appropriate classification in the Section, by rotation, until the overtime is filled.
- (c) If no full-time employee called under section b) is willing to work the overtime, the overtime will be offered, by rotation, to full-time employees who have the

appropriate qualifications and are within the Section where overtime is to be worked. If the first full-time employee called on rotation declines the offer, the overtime will be offered to the next full-time employee on the list who has the appropriate qualifications and is within the Section, by rotation, until the overtime is filled.

- (d) If no full-time employee called under section b) or c) is willing to work the overtime, the overtime will be offered, by rotation, to full-time employees who have the appropriate qualifications and are within the Department where overtime is to be worked. If the first full-time employee called on rotation declines the offer, the overtime will be offered to the next full-time employee on the list who has the appropriate qualifications and is within the Department, by rotation, until the overtime is filled.
- (e) If no full-time employee called under section b), c), or d), is willing to work the overtime, the overtime will be offered, by rotation, to temporary employees within the Section who have the appropriate qualification. If the first temporary employee called on rotation declines the offer, the overtime will be offered to the next temporary employee on the list within the Section who has the appropriate qualifications, by rotation, until the overtime is filled.
- (f) If no employee called under section b), c), d), or (e), is willing to work the overtime, the overtime will be offered, by rotation, to temporary employees within the Department who have the appropriate qualifications. If the first temporary employee called on rotation declines the offer, the overtime will be offered to the next temporary employee on the list within the Department who have the appropriate qualifications, by rotation, until the overtime is filled.
- (g) If no employee called under section b), c), d), e), or f) is willing to work the overtime, the overtime will be offered, by rotation, to full-time employees within the Bargaining Unit who have the appropriate qualifications but who are outside the Department where the overtime is to be worked. If the first full-time employee called on rotation declines the offer, the overtime will be offered to the next full-time employee on the list who has the appropriate qualifications but who are outside the Department, by rotation, until the overtime is filled.
- (h) Employees that opted out of the overtime roster list, new employees, employees that change Sections and Departments, or employees who return from approved leaves of absence will be assigned the average callouts that exist upon their return/entry into the Section and Department.
- (i) Employees will be called on rotation by number of call outs. An employee will be marked with a call out in the following circumstances.
 - i. They are called out to work, outside their normal workday, and they perform the work (Y);
 - ii. They decline or do not answer a call out to work overtime (N); or
 - iii. They are not qualified to perform the work (NQ).
- (j) When the employees work through their lunch, it will not be considered a call out.

- (k) When employees work past midnight, it will not be considered a second call out.
- (l) When employees work beyond the end of their normal workday or shift it will not be considered a call out.
- (m) It is agreed that the foregoing records shall only be kept for managing the assignment of overtime only and will not be used for any other purpose or in any proceeding, including for the purpose of any disciplinary measures.

15.05 OVERTIME RATES

- (a) All work performed in excess of the scheduled working day shall be paid at one and one-half (1 ½) times the hourly rate of pay for hours worked.
- (b) Employees who work overtime on their regularly scheduled day off shall be paid at one and one-half (1 1/2) times the hourly rate of pay for hours worked.
- (c) Employees who work overtime on a Public holiday, other than hours covered by 15.05(d), shall be paid two (2) times the regular rate of pay for hours worked in addition to any holiday pay.
- (d) Employees who work overtime on New Year's Day and Christmas Day shall be paid three times (3x) the regular rate of pay for hours worked in addition to any holiday pay.

15.06 MINIMUM CALL BACK TIME

- (a) When an employee is called out to work outside their scheduled hours, they will be paid for a minimum of three (3) hours at the overtime rates in this Article. After three (3) hours, the employee will be paid for the time worked, at the overtime rates in this Article.
- (b) Should there be a second call-in or subsequent call-in to address the same work within the three (3) hours of the original call-in, payment will be from the time of the initial call-in to the time the second or any subsequent call-in ends. Employees will be paid for a minimum of three (3) hours.

15.07 CANCELLATION OF OVERTIME

If an employee is scheduled to work overtime and such overtime is then cancelled, the employee shall receive at least (4) hours' notice of such cancellation or they shall be paid the minimum call back in accordance with sub-article 15.06. This provision shall not apply to overtime immediately following regular working hours under Article 15.02.

15.08 MEALS ON OVERTIME

The Employer agrees that if work being done by employees does not permit the employee to leave for a meal or in the event an employee stays over on an unscheduled overtime shift extension, a meal allowance will be added to the employee's pay provided the employee works a minimum of five (5) hours

beyond the end of their last meal break. The amount will be fifteen dollars (\$15.00). It is understood that every five (5) hours of work in between meal breaks will trigger the meal allowance. Should the employee be prescheduled for overtime, the employee shall be responsible to provide their own meal.

15.09 BANKING OF OVERTIME

An employee may be entitled to take time off in lieu of the Employer's approved overtime at a rate equivalent to that listed in Article 15.05. Such time off in lieu shall be at the discretion of the Employer and shall be subject to operational requirements. Such time off shall not be unreasonably withheld. Total accumulation in a calendar year shall not exceed two times (2x) an employee's regular work week (80 hours) and must be used by December 15th of each year. Any remaining time off in lieu in the overtime bank as of December 16th of each year will be paid out on the next payday.

ARTICLE 16 - RECOGNIZED HOLIDAYS

16.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

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

And any other day declared or proclaimed as a holiday by the Federal, Provincial, or Municipal Government, plus the last half of an employee's last regularly scheduled day or shift prior to New Year's Day and the last half of an employee's last regularly scheduled day or shift prior to Christmas Day.

16.02 HOLIDAY PAY

If a public holiday falls on a day that would not ordinarily be a working day for an employee or a day on which the employee is on vacation, the employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which they shall be paid public holiday pay as if the substitute day were a public holiday.

A day that is substituted for a public holiday under the above, shall be,

- (a) a day that is no more than three (3) months after the public holiday; or
- (b) if the employee and the employer agree, a day that is no more than twelve (12) months after the public holiday.

16.03 HOLIDAY DURING SICKNESS

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

16.04 HOLIDAY DURING VACATION PERIOD

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

ARTICLE 17 - VACATIONS

17.01 LENGTH OF VACATION

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

one (1) year or more	two (2) weeks	4%
three (3) years or more	three (3) weeks	6%
ten (10) years or more	four (4) weeks	8%
seventeen (17) years or more	five (5) weeks	10%
twenty-five (25) years or more	six (6) weeks	12%

(b) Employees may request permission to carryover a maximum of two (2) weeks’ vacation from year to year. In the event such a request is granted, which shall not be unreasonably withheld, the vacation which is carried over will be paid out at the rate at which it was originally earned.

17.02 VACATION PERIOD

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

All requests for use of vacation or bank time must be submitted in writing to the non-union Supervisor a minimum of forty-eight (48) hours in advance of the requested time. Vacation or bank time requests received with less than forty-eight (48) hours’ notice may be accepted at the non-union Supervisor’s discretion only.

All vacation awards shall not be unreasonably denied.

17.03 VACATION PAY ON TERMINATION

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 APPROVED LEAVE OF ABSENCE DURING VACATION

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

17.05 BEREAVEMENT LEAVE ON VACATION

In the event of the death of a family member as described in Article 19.03 while an employee is on vacation, employees shall be entitled to bereavement leave without loss of vacation entitlement.

ARTICLE 18 - INCOME PROTECTION PLANS

18.01 SHORT TERM/LONG TERM INCOME PROTECTION PLANS

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

18.02 NOTIFICATION OF SICKNESS

Employees who are unable to report for work shall notify, by phone, their Supervisor or their designate. This notification shall be at least one-half (½) hour before the normal starting hour. Failing notification, an employee shall not be entitled to sick leave pay unless justifiable reasons, for failing to notify, are accepted by the Manager or the Supervisor.

18.03 CALCULATION OF SICK LEAVE PAYMENTS

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

18.04 SHORT TERM INCOME PROTECTION PLAN

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

18.05 DEFINITIONS

- a) **Employee:** An employee is a permanent full-time employee who has completed three (3) months continuous service prior to the implementation of The Income Protection Plan (I.P.P.).
- b) **New Employee:** A new employee is a permanent full-time employee who has not completed their three (3) months continuous service.
- c) **Short Term Disability:** This is defined as a period of disability resulting from illness or non-occupational injury as determined by a qualified medical practitioner which prevents an employee from attending their regular work and which extends for a period of not more than seventeen (17) weeks.
- d) **Pay:** For purposes of this plan, a week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime or other increments.

18.06 COMMENCEMENT OF STIPP

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

- a) an employee (other than a new employee) shall commence coverage on the implementation date of the Plan, and
- b) a new employee shall commence coverage under the Plan on the first working day following completion of three (3) months continuous employment, and
- c) an employee who is not present at work on becoming eligible, will commence coverage following their return to work. Not being present at work is defined as being on sick leave under the Short Term Income Protection Plan (STIPP), group disability plan, W.S.I.A. benefits or on leave of absence without pay, or on layoff.

18.07 SENIORITY SERVICE

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

18.08**SCHEDULE**

Amount Payable Weeks	Weeks @ 100%	Weeks @ 85%	Weeks @ 75%
0 to 5	0	0	17
6 to 11	7	10	0
12+	17	0	0

18.09**GENERAL CONDITIONS****a) PAY PROVISIONS:**

Payments from the previous noted schedule will be made on the following basis with the provision that any absence of more than one-quarter (¼) day due to illness will constitute an occasion:

- i) from the first day of absence for the first three (3) occasions of absence in a calendar year, and
- ii) from the second day of the fourth (4th) occasions of absence in the calendar year, and
- iii) from the third (3rd) day of the fifth (5th) and subsequent occasions of absence in the calendar year

b) MEDICAL APPOINTMENTS

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

Remove Medical Appointments Cards, employees who may need to schedule medical appointments can arrange for the time with their Supervisor.

c) LENGTH OF DISABILITY

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

d) MEDICAL CERTIFICATE

The City may require a medical certificate to be supplied for each period of absence.

Employees absent from work due to illness for three (3) days or more, must provide a medical certificate from a qualified Physician to the Employer, before the start of their shift on the fourth (4th) day, unless admitted to the hospital.

Should an employee be off work due to illness for five (5) working days or more, the employee may at the discretion of the Employer, be required to take a Functional Abilities Form to a qualified Physician who will complete such form and return it to the Employer immediately. Failure to do so will result in no pay until such forms are provided.

In the event that an employee is absent for twenty (20) working days or more, they shall supply a medical certificate certifying eligibility to return to normal duties.

Medical certificates may be requested after three (3) consecutive days or for any absence if the Employer suspects abuse.

Perfect Attendance Bonus: \$500 for perfect attendance; \$250.00 for one (1) day of absence.

e) PREGNANCY/PARENTAL LEAVE

Employees who qualify shall be entitled to pregnancy/parental leave as outlined in the *Employment Standards Act of Ontario*.

f) APPLICATION FOR DISABILITY PENSION

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

g) INJURY OR ILLNESS OUTSIDE OF EMPLOYMENT

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

h) PAYMENTS OF PREMIUMS, BENEFITS, ETC.:

The Employer will continue to pay their regular portion of premiums for fringe benefit costs, including O.H.I.P., Major Medical, Life Insurance, Dental, etc. and any other applicable benefits negotiated for a period of

not longer than seventeen (17) consecutive weeks during short term illness. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

18.10 LONG TERM DISABILITY PLAN

18.11 ELIGIBILITY

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

18.12 EFFECTIVE DATE OF BENEFITS

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

18.13 LONG TERM DISABILITY BENEFIT

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

18.14 MONTHLY BENEFIT

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

1. Sick Pay from the City.
2. Any other group insurance disability benefits arranged through the Employer or any professional association.
3. Retirement benefits from the City or a governmental plan.
4. Governmental disability benefits.
5. Workers' Compensation benefits.
6. Canada or Quebec Pension Plan benefits (excluding benefits for dependants and automatic adjustment due to Cost of Living Index while receiving benefits.)

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

18.15 COMMENCEMENT OF BENEFITS

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

18.16 BENEFIT PERIOD

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

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

18.17 DEFINITION OF TOTAL DISABILITY

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

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

18.18 RECURRENT DISABILITIES

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

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

18.19 REHABILITATIVE EMPLOYMENT

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

18.20 WAIVER OF PREMIUM

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

18.21 TERMINATION OF EMPLOYMENT

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

18.22 EXCEPTIONS AND LIMITATION

Benefits are not payable for the following:

1. A disability where you are not under continuing medical supervision and treatment.
2. A disability caused by intentionally self-inflicted injuries or illness while sane or self-inflicted injuries or illness while insane.
3. A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot.
4. Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial Statutes or mutually agreed to by you and the City.
5. Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution.
6. If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

18.23 COST OF THE PLAN

100% payable by the Corporation.

18.24 TAXABILITY OF BENEFITS

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

18.25 CLAIMS

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

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

18.26 EMPLOYEE BENEFITS WHILE ON DISABILITY

While on Long Term Disability, an employee shall accumulate seniority and shall be entitled to all rights and benefits under Article 22 and Article 23.03, and the premiums on such benefits as contained in Article 22 shall be paid by the Employer.

18.27 EMPLOYMENT INSURANCE REBATE

The short-term sick leave plan shall be registered with Human Resources Development Canada. The employees' share of the Employer's employment insurance premium will be retained by the City towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 UNION CONVENTIONS AND MEETINGS

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

The Employer will charge the local Union for the wages and benefits, and the local Union will repay the Employer. Such leave shall not be unreasonably denied. Furthermore, the employer shall send the Union the invoice for such time as noted above, every thirty (30) days/monthly.

19.02 JURY DUTY

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

19.03 BEREAVEMENT LEAVE

On the occasion of the death of a spouse, including common-law spouse as defined herein, or child, step-child, parent(s), or step-parents, an employee shall be granted four (4) consecutive working days leave with pay.

A common-law spouse shall be a person who is cohabitating with the employee for a period of not less than one (1) year, and provided the name of such

common-law spouse was filed with the Employer for recognition as the employee's common-law spouse.

On the occasion of the death of a grandchild, sibling(s), step sibling(s), father-in-law, mother-in-law, an employee shall be granted three (3) consecutive working days leave with pay.

On the occasion of the death of a grandparent, uncle, aunt, brother-in-law, sister-in-law, daughter-in-law, son-in-law, a grandparent of the spouse, the employee shall be granted one (1) working day's leave with pay.

On the occasion of the death of a niece or nephew, the employee shall be granted one (1) day leave with pay to attend the funeral.

In the event of cremation, or delayed interment, employees shall be granted the day of interment of the remains, provided the day is a regular scheduled work day.

19.04 FULL TIME REPRESENTATIVE

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

19.05 GENERAL LEAVE

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

ARTICLE 20 - PAYMENT OF WAGES

20.01 PAY DAYS

The Employer shall pay wages on a bi-weekly basis, every second Thursday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall be provided with a statement of regular wages, overtime, and other supplemental pay and deductions on or before their pay day.

20.02 PAY DURING PROMOTION

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

20.03 UNION LEAVE, WAGES AND BENEFITS

Employees shall not suffer a loss of pay and benefits when required to leave their employment temporarily in order to carry on labour-management meetings, negotiation meetings or when meeting with the City with respect to a grievance. The City shall not be responsible for loss of pay during any matter where a third party is involved.

The rate of pay shall be the rate of the position last occupied prior to attending the meeting. The employee shall be responsible for notifying the Department Manager they report to, regarding the time spent.

20.04 PAY ON TEMPORARY TRANSFER, HIGHER RATED JOB

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

20.05 PAY ON TEMPORARY TRANSFER, LOWER RATED JOB

When an Employee is assigned temporarily to a position paying a lower rate, their rate shall not be reduced.

20.06 PAY - SATURDAY/SUNDAY

Employees who work Saturday and/or Sunday as part of their regular forty (40) hours will be paid at straight time.

20.07 DIRECT DEPOSIT

Direct Deposit of pay cheques is mandatory for all employees.

ARTICLE 21 - RETIREMENT

21.01 EARLY RETIREMENT

The Corporation agrees to continue to provide the benefits outlined in Article 22.01 - 1. 2. 3. & 5. to employees with a minimum of ten (10) years' service who are eligible to retire with an OMERS Pension, and their spouses, until the sixty-fifth anniversary (65th) of the employee's birth.

The Employer shall supply upon retirement, a paid-up Life Insurance Policy of \$12,500.00

21.02 PENSION PLAN

- a) In addition to the Canada Pension Plan, every Employee shall join as a condition of employment, the Ontario Municipal Employees' Retirement System. The City and the Employees shall make contributions in accordance with the provisions of the plan.
- b) The employer shall enter into an agreement with O.M.E.R.S. to supply a type 1 premium recognizing prior service.
- c) Temporary employees may join the Ontario Municipal Employees' Retirement System (OMERS) in accordance with the provisions for voluntary membership if they meet the eligibility requirements as set out in OMERS. The Employer shall advise such employees of their eligibility in writing.

21.03 SUPPLEMENTARY PENSION BENEFITS

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

ARTICLE 22 - EMPLOYEE BENEFIT PLANS

22.01 HOSPITAL, MEDICAL, DENTAL AND LIFE INSURANCE PLAN

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

1. Ontario Health Insurance Plan (OHIP)
2. Major Medical Plan
 - Drug Formulary equivalent to ODB Plan reimbursed at 90%
 - All other drugs reimbursed at 80%
 - In all cases, generic substitution shall be mandatory unless specific medical contraindications cites as basis for "no substitution" in which case reimbursement shall be at 90%
 - In any event, coverage only applies to those drugs which require a written prescription in order to be dispensed.
 - Pay Direct Drug Card, effective, April 1, 2015.
3. The maximum vision care benefit to an employee and dependents will be \$400.00 in any consecutive 24 calendar months, (not including existing \$35.00 eye exam every 12 months, as per Major Medical Plan).
4. Group Life Insurance Plan of no less than one and one-half (1½) times annual salary, to a maximum of \$75,000.00, plus the other provisions of the policy, including a benefit of twelve thousand five hundred (\$12,500.00) dollars paid-up policy at normal retirement. The plan will also provide for dependent coverage in the amounts of \$5,000.00 for spouse and \$2,500.00 for dependent children.

5. Dental Plan equivalent to Blue Cross #9 with a one-year lag on the ODA fee schedule, i.e. 2013 - 2012 ODA.

Dental recall examinations every nine (9) months.

Orthodontics: 50% reimbursement with a maximum lifetime amount of \$2,500.00.

Major Restorative

Coverage of 75% to a maximum of \$2,000 yearly.

ARTICLE 23 - SAFETY AND HEALTH

23.01 COOPERATION ON SAFETY

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

23.02 SAFETY EQUIPMENT

The City shall observe all reasonable precautions and provide such safety equipment as may be reasonably required for the protection of its employees. Employees shall use the safety equipment provided and shall cooperate with the City in the prevention of accidents and shall, from time to time as occasion requires, make recommendations to the City as to the prevention of accidents. The City shall provide to each employee, on July 1st of every year, an allowance for the purchase of safety footwear of two hundred dollars (\$200.00) dollars for employees required to wear safety footwear and or insulated rubber boots.

23.03 WORK CLOTHING

A point system will be set using the staff city procurement process to transition the clothing to the point system.

Clothing allotment as per Article 23.03, the point will be based on the existing dollar amount.

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

- 1) six (6) shirts (3 to be safety coolworks or equivalent) and one (1) "hoodie" sweater style and three (3) pairs of quality pants (coolworks type or equivalent – e.g. Carhart) each year and to be issued in the spring;
- 2) coveralls, as required, will be at the discretion of the Supervisor;

- 3) 1 parka or insulated coveralls or two-piece insulated coveralls every three (3) years (2014) and to be issued in the fall. It is understood that in the year that the parka is issued, the shirts, pants and "hoodie" in item one (1) above will not be issued; except for the three (3) T-shirts (mesh – orange coloured safety or standard issue – blue).

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

23.04 PAY FOR INJURED EMPLOYEES

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

23.05 FIRST AID KITS

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

ARTICLE 24 - TOOL ALLOWANCE

24.01 TOOL ALLOWANCE

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

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

Mechanics	\$230.00
Carpenter	\$130.00
Subforeperson "B" Refrigeration (Complex)	\$120.00
Utility Person (Transit)	\$120.00
Maintenance Person (Complex)	\$120.00
Maintenance Person "B" Refrigeration	\$120.00

ARTICLE 25 - GENERAL CONDITIONS

25.01 INCLEMENT WEATHER

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

25.02 PROPER ACCOMMODATIONS

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

25.03 COPIES OF AGREEMENT

The Employer will provide each employee with a copy of the Collective Agreement. The Employer shall, within ten (10) days of employment, supply each new employee with a copy of the current Collective Agreement.

25.04 WASH UP TIME

All employees shall be allowed a five (5) minute wash up period at quitting time.

25.05 PERSONAL RIGHTS

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

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

25.06 TIME OFF FOR MEETINGS

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

25.07 DZ LICENCE ENDORSEMENT

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

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

Such employee will revert to their former position and classification if the licence is reinstated within twenty-four (24) months.

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

25.08 MILEAGE

Employees authorized to use their cars on legitimate business, shall be paid an allowance effective as follows:

40 cents per kilometre

As per the Corporation of The City of Cornwall's Policy Number FI.adm03-13 "Officials and Employees Travel/Business Expenses".

ARTICLE 26 - JOB DESCRIPTIONS

26.01 JOB DESCRIPTIONS

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

ARTICLE 27 - TERM OF AGREEMENT

27.01 DURATION

- a) This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2024.
- b) This Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing by January 1st in any year that it desires any changes required in the Agreement, whereupon the parties shall negotiate a new Agreement with respect to the proposed changes.

27.02 CHANGES IN AGREEMENT

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

27.03 NOTICE OF CHANGES

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

27.04 ERRORS AND OMISSIONS

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

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement in duplicate with the signature of their authorized representatives at Cornwall, Ontario on this 3 day of October, 2024.

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 234**

**FOR THE CORPORATION
OF THE CITY OF CORNWALL**

Robert Scott
President

Matthew Stephenson
Chief Negotiator

Shawn Hamel
Secretary

Michael Fawthor
**GM Infrastructure/ Municipal
Works, Bargaining Committee
Member**

Mark Kotanen
CUPE National Representative

SCHEDULE "A"

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

		2021	2022	2023		Mar 31/24	
	Positions	Rate/Hr	2.50%	2.50%	2.00%	New Band	Rate/Hr
CSMW	Subforeperson Millwright	31.43	32.22	33.02	33.68	1	37.52
CWCSU	Dual Water/Waste Subforeperson	31.43	32.22	33.02	33.68	1	37.52
CCCAR	Carpenter	30.43	31.19	31.97	32.61	2	36.26
CCELE	Electrician	30.43	31.19	31.97	32.61	2	36.26
CCMEC	Mechanic Class "A"	30.43	31.19	31.97	32.61	2	36.26
CWCD3	Dual Water/Water Operator Class 3	30.43	31.19	31.97	32.61	3	33.76
CCSU1	Subforeperson 1 (Parks, Roads, Rec)	28.59	29.30	30.04	30.64	3	33.76
CCDSU	Subforeperson (Duty)	26.61	27.28	27.96	28.52	3	33.76
CWCO3	Wastewater Collection Operator 3	29.43	30.17	30.92	31.54	4	32.67
CWDO3	Water Distribution Operator 3	29.43	30.17	30.92	31.54	4	32.67
CWCD2	Dual Water/Waste Operator Class 2	28.95	29.67	30.42	31.02	4	32.67
CWSA	Wastewater & Sewer Shop Att.	28.95	29.67	30.42	31.02	4	32.67
CCSUB	Subforeperson 1 "Refrig"	28.17	28.87	29.60	30.19	5	31.64
CWCD1	Dual Water/Waste Operator 1	27.76	28.45	29.17	29.75	5	31.64
	Water & Sewer Locator (Dual Class I)	27.76	28.45	29.17	29.75	5	31.64
CWCO2	Wastewater Collection Operator 2	27.95	28.65	29.36	29.95	5	31.64
CWDO2	Water Distribution Operator 2	27.95	28.65	29.36	29.95	5	31.64
CARB	Municipal Arborist	28.08	28.78	29.50	30.09	6	30.60
CCHOR	Parks Horticulturist	28.08	28.78	29.50	30.09	6	30.60
CWCO1	Wastewater Collection Operator 1	26.76	27.43	28.11	28.68	6	30.60
CWDO1	Water Distribution Operator 1	26.76	27.43	28.11	28.68	6	30.60
CWCOT	Wastewater Collection Operator -	25.57	26.21	26.86	27.40	7	29.75
CWDOT	Training	25.57	26.21	26.86	27.40	7	29.75
	Water Distribution Operator - Training						
CCMA1	Machine Operator 1	25.24	25.87	26.52	27.05	8	29.17
CCMA2	Machine Operator 2	25.17	25.80	26.44	26.97	8	29.17
CCASP	Asphalt Raker	24.80	25.42	26.06	26.58	8	29.17
CCMM1	Maintenance Person	24.80	25.42	26.06	26.58	8	29.17
CCN01	Concrete Finisher	24.80	25.42	26.06	26.58	8	29.17
CCSIG	Sign Installer	24.80	25.42	26.06	26.58	8	29.17
CCPLT	Plantsperson	24.80	25.42	26.06	26.58	8	29.17
CCLAB	Machine Operator 3	24.10	24.70	25.32	25.83	8	29.17
CCPO1	Pool Attendant	24.80	25.42	26.06	26.58	9	27.50
CCUTI	Utility Person	24.65	25.27	25.90	26.42	9	27.50
CCCOA	Coach Attendant	24.52	25.13	25.76	26.28	9	27.50
CCUS1	Custodian	24.10	24.70	25.32	25.83	9	27.50
CCCOP	Coach Attendant (Probationary)	22.59	23.15	23.73	24.21	9	27.50
CCPLA	Probationary Labourer	22.23	22.79	23.36	23.82	9	27.50
CRINK	Rink Attendant (minimum wage)	16.55				10	16.55

Winter Control Premium

Effective April 1, 2024, employees that are working overtime (called in or shift extension) as snowplow operators (snowplow and/or wing harness attached to the vehicle they are operating) shall be paid a Four Dollar per hour (\$4.00/hr) premium for these hours.

Effective April 1, 2024, employees shall be paid a seventy-five cent per hour (\$0.75/hr) premium for all regularly scheduled work when operating a snowplow (snowplow and/or wing harness attached to the vehicle they are operating).

Special Payment

A pro-rata special payment of up to five thousand and eight hundred dollars (\$5,800) will be made to each employee that worked between April 1, 2021, and March 31, 2024. The total amount of payment for each employee will be calculated as described below.

The periods in which hours will be calculated are as follows:

- April 1, 2021 to March 31, 2022;
- April 1, 2022 to March 31, 2023; and
- April 1, 2023 to March 31, 2024.

For each period, the number of regular hours for each employee will be calculated. Hours factored in to that calculation include: regular hours worked, sick leave (including when the preceding day(s) of sick leave was/were unpaid), short-term disability, long-term disability, vacation leave, banked time off in lieu, bereavement leave, union leave, jury duty, and pregnancy/parental leave.

The only hours not to be included in this calculation are overtime hours, no-pay hours (other than preceding sick leave), and personal leave under Article 19.05 (unless the leave is listed above, in which case it is included in the calculation of hours).

An employee that has two thousand and eighty (2080) hours, as calculated above, in a period will receive one thousand nine hundred thirty-three dollars and thirty-three cents (\$1,933.33) for that period. For those employees with less than two thousand and eighty (2080) hours in a period, they will receive a prorated payment based on the number of hours worked. For each employee, the calculation will be made for each of the three (3) periods. The total amount of the special payment will not exceed five thousand and eight hundred dollars (\$5,800) for all three (3) periods.

The special payment will be subject to statutory payroll deductions and be non-pensionable. Neither the employees nor the City will make pension contributions. This amount will be paid to the employees within ninety (90) days of ratification.

SCHEDULE "B"
TRANSIT GARAGE

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

ARTICLE 13.01 and 13.05 - HOURS OF WORK

Hours for the Transit Garage shall be:

A) DAY EMPLOYEES

The regular scheduled work week for day employees shall consist of five (5) days per week, Monday to Friday. The regular scheduled day shall consist of eight (8) hours from 8:00 a.m. to 4:30 p.m., excluding one-half (½) hour for lunch.

B) SHIFT EMPLOYEES

The regular scheduled work week for shift employees shall cover the period of Monday at 4:00 p.m. until Sunday at 7:00 a.m. The regular scheduled shift shall consist of eight (8) hours including a one-half (½) hour paid lunch period.

The established rotating shift schedule shall remain in effect.

ARTICLE 16.01 - RECOGNIZED HOLIDAYS

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

ARTICLE 17.03 - VACATION PERIOD

Period and scheduling of the Transit Garage shall be:

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

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

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

Vacation requests shall not be unreasonably denied.

SCHEDULE "C"
TEMPORARY EMPLOYEES

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

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

Temporary Employees shall not be entitled to any benefits.

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

PROMOTION AND STAFF CHANGES

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

LAYOFF AND RECALL

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

In the event that the City determines that it has a need to employ temporary workers, those persons with previous work experience with the City in this capacity, who have been identified by Management as being appropriate candidates for re-hiring, will be offered re-employment as temporary employees prior to the City seeking to recruit from the ranks of the public at large.

OVERTIME

Temporary Employees shall be paid overtime after forty (40) hours in a week.

VACATION PAY

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

BENEFITS

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

WAGES

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

STATUTORY HOLIDAYS

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

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

SCHEDULE "D"
STUDENT EMPLOYEES

Summer Students

A summer student is defined as an employee other than a Permanent Full-Time or Temporary Employee, working in Pools, Parks or Cleaning who is presently enrolled as a full-time student and who will be returning to school in the Fall on a full-time basis. Any changes from past practice regarding the number of summer students will be discussed with the bargaining unit prior to implementation.

Rink Attendant

A Rink Attendant is defined as an employee other than a Permanent Full-Time or Temporary Employee, working at the Benson Centre and who is presently enrolled as a full-time student.

Student employees are on probation for their entire period of employment.

Student employees are not entitled to any benefits.

Student employees are exempt from the full force of the Collective Agreement except for:

Overtime

Student employees shall not be entitled to overtime.

Vacation Pay

Student employees shall be paid vacation entitlement in accordance with the *Employment Standards Act*.

Wages

The hourly wage for all student employees is the minimum wage over 18 as per the *Employment Standards Act*.

Statutory Holidays

Statutory Holidays entitlement for student employees shall be limited to those set forth in the *Employment Standards Act* and the criteria contained therein.

Recreation Programs

The parties further agree that persons hired to instruct, oversee and direct recreation programs are excluded from the bargaining unit.

LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF CORNWALL

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 234**

PROCEDURE FOR CUPE PERSONNEL FOR CONTINUOUS WORKING DAY OVERTIME - MUNICIPAL WORKS

Definitions:

Continuous Working Day Overtime

Overtime that is available immediately following the end of a scheduled shift.

Voluntary Roster List

A list of permanent full time employees who wish to be called for continuous work overtime. Such list will be in order of seniority and will include a phone number for each employee. The list will be posted and finalized every month. An employee who is called for continuous overtime work and refuses will not be eligible to be included on the list for the remainder of that month. A refusal due to already working shall not count.

Required Section

A section of the Department of Infrastructure and Municipal Works, as follows:
Roads, Water, Sewer, Public Property and Garage

Where the Employer requires an employee or employees to perform continuous working day overtime, the following process shall apply:

1. Ask the scheduled full-time permanent employees on the job if they wish to remain past their shift for continuous working day overtime.
2. If employees are still needed, go to the required section and ask employees by classification and seniority on a rotation basis. If no employees in that classification are available, ask employees by seniority on a rotation basis in that section.
3. If the employer has exhausted the names in the required section, go by seniority on a rotation basis on the Voluntary Roster List.

4. If the employee does not answer, employees have five (5) minutes to respond.
5. If, after exhausting the Voluntary Roster List, the employer still needs employees, go to temporary employees.

Signed this 3rd day of October, 2024.

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 234**

**FOR THE CORPORATION
OF THE CITY OF CORNWALL**

Robert Scott

President

Matthew Stephenson

Chief Negotiator

Shawn Hamel

Secretary

Michael Fawthri

**GM Infrastructure/ Municipal
Works, Bargaining Committee
Member**

Mark R. Kotanen

CUPE National Representative

LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF CORNWALL

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 234**

The Parties agree:

1. To establish a Committee to review all the rates in Schedule "A".
2. Discussions to take place effective, June 1, 2024.
3. The Committee will consist of equal representation from both Union and Management.

Signed this 3rd day of October, 2024.

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 234**

**FOR THE CORPORATION
OF THE CITY OF CORNWALL**

Robert Scott

President

Matthew Stephenson

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Shawn Hamel

Secretary

Michael Fawthor

**GM Infrastructure/ Municipal
Works, Bargaining Committee
Member**

Mark R. Kotanen

CUPE National Representative

LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF CORNWALL

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 234**

ON CALL

The Parties agree to discuss expanding the list of those requested to be on call.

Signed this 3rd day of October, 2024.

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 234**

**FOR THE CORPORATION
OF THE CITY OF CORNWALL**

Robert Scott

President

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Shawn Hamel

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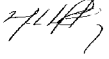
CUPE National Representative

Signature: Robert Scott
Robert Scott (Oct 3, 2024 11:14 EDT)
Email: funbobby1375@hotmail.com

Signature: Shawn Hamel
Shawn Hamel (Oct 3, 2024 11:11 EDT)
Email: s.hamel1@hotmail.com

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Signature: Matt Stephenson
Matt Stephenson (Oct 3, 2024 17:16 EDT)
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