

SOURCE	City		
EFF.	89	10	01
TERM.	91	09	30
No. OF EMPLOYEES	125		
NOMBRE D'EMPLOYÉS	80		

INDEX

ARTICLE

PAGE

	PURPOSE	2
1	UNION RECOGNITION	2
2	CORPORATION RECOGNITION	5
3	UNION SECURITY	5
4	RELATIONSHIP	5
5	GRIEVANCE PROCEDURE	6
6	RATES OF PAY	8
7	HOURS OF WORK	9
8	OVERTIME	10
9	SHIFT DIFFERENTIAL	11
10	SENIORITY	11
11	PROMOTIONS, DEMOTIONS, LAYOFFS AND RECALLS	12
12	AUTOMATION	14
13	VACATIONS	14
14	HOLIDAYS	16
15	LEAVE OF ABSENCE	16
16	LONG SERVICE PAY	17
17	GROUP SECURITY	18
18	SICK LEAVE	18
19	GENERAL	19
20	BULLETIN BOARDS	20
21	NO STRIKE OR LOCKOUT	20
22	ESSENTIAL SERVICES	20
23	SALARY ADMINISTRATION	20
24	TERM	21

APPENDIX "A"
APPENDIX "B"

JAN 23 1991

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

hereinafter called the "Corporation"

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3251

hereinafter called the "Union"

PURPOSE

The purpose of this agreement is to establish, maintain and develop working conditions that are conducive to the promotion ~~or~~ 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 - UNION RECOGNITION

1.01 a) The Corporation recognizes the Union ~~as~~ the sole agency for the purpose ~~of~~ collective bargaining with respect to rates ~~of~~ pay, hours of work, and other conditions ~~of~~ employment defined hereinafter for all employees employed in the classifications outlined in Appendices "A" and "B".

1.01 b) ~~In~~ the event of any new classifications or position ~~occurring~~ within the general bargaining unit work area, directly administered ~~by~~ the Corporation, the employer undertakes to review such classification(s) or position(s) with the Union to clarify its position regarding the inclusion or exclusion of the position or classification ~~from~~ the bargaining unit prior to posting.

Failing agreement, the matter may be referred to the Ontario Labour Relations Board or arbitration ~~or~~ grievance procedures.

1.02 The work normally done by the employees in the Bargaining Unit will be performed by them, provided that such employees are available and qualified to carry out the work and no emergency exists.

1.03 The term "employee", whenever mentioned in this agreement, refers to persons governed by this agreement.

1.04 Persons hired to instruct **Parks and Recreation** Department programs are excluded from the Bargaining Unit. However, persons hired to administer, or provide clerical services are included in the Bargaining Unit. It is understood that these employees may **also act as** instructors.

1.05 Definition: Temporary Employees are defined **as** follows

- students hired during their summer vacation period;
- persons hired to replace employees on leaves of absences;
- persons hired for periods of ninety (90) consecutive days or less. The parties may mutually agree, in writing, to extend such period beyond ninety (90) consecutive days.

It is understood that such definition shall include only jobs within the Bargaining Unit.

1.06 Rights of Temporary Employees:- Temporary employees shall be entitled to all rights and privileges of the Collective Agreement except for the following:

- i) they shall be on probation during their term of employment;
- ii) they will not be entitled to pay for statutory holidays, or compassionate leave until they have completed two (2) weeks of employment;
- iii) they shall not be covered by the maternity leave provision of this Collective Agreement;
- iv) for purposes of determining the seniority date of temporary employees who have been appointed to a permanent position, the last date of hire prior to the appointment shall be recognized;
- v) if a position falling within CUPE 3251 jurisdiction is posted, and no permanent employee is successful in filling the position, presently employed temporary employees who have been employed for thirty (30) working days or more, may apply for the position, and will be considered, without preference, at the same time as those individuals referred by the Canada Employment Centre;
- vi) they shall not be entitled to vacation leave, unless they have completed six (6) months of employment;
- vii) they shall not be entitled to group security benefits, **as** contained in Article 17;
- viii) they shall not be entitled to sick leave until they have twenty (20) days service effectively at work.

1.07 Definition: Permanent Part Time Employees are defined as follows:

- employees who occupy a position within the CUPE 3251 Bargaining Unit, working 24 hours per week or less
- Such positions are outlined as follows:
 - Civic Complex - Box Office Clerk - Range 3B.
 - Housing Clerk-Typist - Range 3B
 - Civic Complex - Clerk-Typist - Range 3B

1.08 Rights of Permanent Part-Time Employees:

Permanent Part-time employees shall be covered for **all** provisions of the Collective Agreement with the exception of the following:

- i) Employees, as defined above, shall be paid an hourly rate equated to the established CUPE 3251 salary ranges. An employee may receive, on the job anniversary date, (which is twice the time periods mentioned in the salary range structure) an increment range increase based on the terms as outlined in Article 6.02;
- ii) Employees shall be entitled to overtime pay at the rate of time and one-half (1 1/2) for all hours worked beyond those daily hours required of a continuous full-time employee working on the same, similar or related occupation;
- iii) Shift differential does not apply;
- iv) Seniority shall accumulate and be credited at the rate of one-half (1/2) of the consecutive time employed. Newly hired employees shall not be deemed to have any seniority until they have been continuously employed by the Corporation for a period that is twice that outlined in Article 10.03. The remainder of the provisions of Article 10.03 shall apply;
- v) Employees shall be entitled to vacation with pay according to the terms of Article 13, with the exception that the required number of years for vacation entitlement shall be twice that as outlined in Article 13. A week of vacation as outlined in Article 13 represents those hours normally worked in a calendar week;
- vi) Employees shall be entitled to those statutory holidays outlined in Article 14.01 with the exception that the day's pay shall be that amount for the hours that would normally be worked;
- vii) Employees shall be entitled to Long Service Pay, with the exception that the years of service required shall be twice that outlined in Article 16;
- viii) Permanent Part Time employees shall not be entitled to group security benefits as contained in Article 17;
- ix) Employees shall be covered for all intents and purposes under the provisions of Article 18 with the exception of the Long Term Disability Plan (LTD).

ARTICLE 2 - CORPORATION RECOGNITION

2.01 The Union acknowledges that is the function of the Corporation, subject to the terms of this agreement, to exercise all the rights, powers, authority and regular and customary functions of management; to introduce technical improvements and methods of operation, changes in method of operation, the extension, limitation, curtailment or cessation of operations; to make rules and regulations governing the conduct of employees, to hire, classify, transfer and promote. Actions of discipline, suspension and termination (disciplinary or other) shall be for just cause. These functions shall be exercised in a reasonable manner consistent with the general purpose and intent of this agreement and subject to the rights of an employee, or the Union, to submit a grievance.

ARTICLE 3 - UNION SECURITY

3.01 Within one week of the signing of this agreement, all employees in the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty days of employment.

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

3.03 The Employer shall deduct from every employee any dues levied by the Union on its members.

3.04 The Corporation will forward the amounts deducted to the Secretary-Treasurer within ten (10) days following the last deduction of the month. The Union agrees to absolve the Corporation from any liability arising from this paragraph.

ARTICLE 4 - RELATIONSHIP

4.01 The Corporation and the Union agree that there will be no discrimination against any employee for any reasons contained in the Ontario Human Rights Act.

Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, membership or non-membership in a Union.

4.02 The Grievance Committee shall be composed of not more than three (3) representatives of the Union. The Corporation will meet with the said Committee on any grievance matter arising out of this agreement.

4.03 The Union shall notify the Corporation, in writing, of the names of the members of the said Committee.

4.04 Members of the Grievance Committee or the Executive Committee will be entitled to leave their work, after permission from the immediate Non-Union Supervisor, without loss of pay, to meet with the Corporation in matters concerning the interpretation or application of this agreement or other matters of mutual interest. Permission shall not be unreasonably withheld; however, in the event that a replacement is required, the member shall give the immediate Non-Union Supervisor sufficient advance notice in order to make the necessary arrangements.

4.05 There shall be no solicitation for membership by any member of the Union during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings relating to Union business, without the consent of the Corporation.

4.06 The Corporation recognizes the Union Bargaining Committee of five (5) representatives who will not suffer a loss of pay during negotiations. An exception of this will be when a third party is involved.

4.07 Leave of absence without pay for official Union business may be granted by the Corporation to not more than four (4) Union delegates upon written request made to the Corporation. Such leaves of absence shall be arranged so as not to interfere with Corporation operations.

4.08 The Union and the Employer agree to the formulation of a Labour-Management Committee. Terms of Reference to be discussed.

4.09 All correspondence between the Union and the Employer shall pass between the Local Union's Recording Secretary and the Employee Relations Officer with copies to the Local President, National Representative and Committee Chairpersons where applicable.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The term "grievance" as used in this agreement shall be defined as meaning any differences or dispute between the Corporation and the Union or its members concerning interpretation and application of the terms of this agreement.

5.02 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

An employee who considers he/she has a grievance, shall first discuss it with his immediate supervisor. Failing a satisfactory response from his supervisor within two (2) working days or agreed to extension, the grievor shall proceed to Step I. Any decision reached at this step will be without precedent or prejudice.

Step I

An employee who considers he/she has a grievance shall submit his grievance in writing to his immediate supervisor. A grievance that is not submitted at the complaint stage within fifteen (15) 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 fifteen (15) working days, a grievance will be considered providing it is submitted three (3) working days from the date of return to work. If the employee so elects, he may be accompanied by his Union representative in this presentation of the grievance. The Supervisor shall render his decision in writing within three (3) working days following the day on which the grievance was discussed with him. If this decision is not satisfactory to the employee or the Union, the grievance may be processed to Step II.

Step II

The Union Grievance Committee shall submit the grievance in writing within fifteen (15) 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 Manager, meet with the Manager in an attempt to resolve the grievance. Failing a settlement, within three (3) days of the meeting the 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.

Step III

The Union Grievance Committee shall submit, to the C.A.O., the grievance in writing within ten (10) working days following the answer or lack of answer from Step II. The C.A.O. or his appointee shall, within ten (10) working days of receipt of the grievance, arrange a meeting with the grievance committee, who may be accompanied by the National Representative.

The C.A.O. 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.

5.03 Any difference arising between the Corporation and the Union relating to the violation, interpretation or application of the Agreement shall be processed, by either party, under provision of this article, but shall be initiated at Step 3.

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

5.05 The Board of Arbitration will be composed of one (1) member appointed by the Corporation, one (1) member appointed by the Union and a third member who shall be chosen by the two (2) members and who will serve as Chairman of the Board. The Corporation and the Union shall each, within ten (10) working days from the date of notice of arbitration, appoint its member to the Board and forthwith shall give notice of such appointment to the other party. Should the Corporation appointee and the Union appointee fail to agree on a third member within ten (10) working days, then they will notify the Minister of Labour of the Province of Ontario and request him to appoint a qualified person to act as Chairman. The Board of Arbitration shall convene and render a decision as promptly as possible. The decision of the Board of a majority thereof shall be final and binding on both parties.

5.06 In cases of disciplinary measures, an Arbitration Board shall have the right to uphold, annul or modify the measures imposed.

5.07 In all cases, an Arbitration Board shall not have the authority to amend, add or delete to or from the provisions of the agreement.

5.08 Each of the parties of this Agreement will bear the expenses of its appointee to the Board of Arbitration and the expenses of the Chairman will be shared equally by the Corporation and the Union.

5.09 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 his/her work up to a required standard by a given date, the Corporation shall, within ten (10) days thereafter, give written particulars of such warnings to the employee involved, with a copy to the Union.

5.10 Where the employer intends to discipline an employee, that employee may, at his/her discretion, have the accompaniment of a Steward or Union Officer at such a meeting. It shall be the Employer's responsibility to advise the Employee of his right to Union representation.

5.11 An employee shall have the right, not more than once every three (3) months during normal office hours, to have access to and review his 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.

ARTICLE 6 - RATES OF PAY

6.01 (a) Effective salaries of employees covered by this agreement shall be in accordance with Appendix A and B, which are attached hereto and are made a part hereof.

(b) An employee who is promoted shall be paid from the first working day, that salary in the new range, which is next higher to the current salary and which is at least three percent (3%) more.

6.02 An employee in a given range will receive on the job anniversary date (or 6 months after, depending on the range), an increment range increase, unless his work is shown unsatisfactory. In such an event, he shall be advised in writing. The anniversary date shall not be affected by any leave of absence with pay.

6.03 There shall be no downgrading of jobs during the term of this agreement.

6.04 Any employee, replacing another employee in a higher classification, shall be paid from the first working day, that salary in the new range which is next higher to their current salary and which is at least three (3) percent more.

6.05 An employee, who is called upon to work temporarily in a job of lower classification than their permanent occupation, shall continue to receive their same salary.

6.06 In all cases where important changes occur in a given position, the concerned employee of the Union may request an upgrading of the position. The Corporation shall notify the Union of the request and the results. If no agreement can be reached, the matter may be referred to the grievance and arbitration procedure.

6.07 In all cases of newly created **or** newly included positions, the Corporation will establish a salary range, **or** include the position in **an** existing salary range 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. Such positions shall be classified in relation to other existing positions.

ARTICLE 7 - HOURS OF WORK

7.01 The regular daily and weekly working hours shall be **as** follows:

<u>OCCUPATION</u>	<u>DAILY</u>	<u>WEEKLY HOURS</u>
a) Main Office and Clerical Staff	8:30 am to 4:30 pm 1 1/2 hour lunch	Mon. to Friday 32 1/2 hours
b) Engineering Dept. Public Works	7:30 a m to 4:30 pm 1 hour lunch	Mon. to Friday 40 hours
c) Inspectors/Housing	8:30 am to 4:30 pm 1 hour lunch	Mon. to Friday 35 hours
d) Storeskeeper	7:30 am to 4:30 pm 1 hour lunch	Mon. to Friday 40 hours
e) Dispatcher	7:00 am to 3:00 pm 1/2 hour paid lunch period	Mon. to Friday 40 hours
f) <u>FILTRATION PLANT</u> : <u>FILTRATION PLANT OPERATORS</u>	shall work a twelve (12) hour shift operation. These shifts shall be from 7:00 a.m. to 7:00 p.m., and from 7:00 p.m. to 7:00 a.m. and shall average a 42-hour week over a two (2) week period.	
g) <u>FILTRATION PLANT MECHANICS</u>	shall work 35 hours per week based on hours of 8:00 a.m. to 4:00 p.m., Monday, through Friday, with a one (1) hour lunch period.	
h) <u>FILTRATION PLANT JANITOR</u>	shall work 40 hours per week on the basis of 8:00 a.m. to 4:00 p.m., Monday through Friday, with a one (1) hour lunch period. Under abnormal conditions, the lunch hour may be shortened by mutual consent between the Superintendent and the employee.	
j) <u>JANITORS IN PARKS & RECREATION DEPARTMENT</u>	the present schedules of work shall be maintained, except where an employee requests a schedule allowing at least one (1) weekend off each month, which shall be arranged by mutual agreement, between the employee and the Department Head.	
k) <u>JANITOR AT CITY HALL - JUSTICE BUILDING</u>	shall work 40 hours per week on the basis of a two-shift operation - 8:00 a.m. to 5:00 p.m. with one (1) hour lunch period, and 4:00 p.m. to 12:00 midnight with a one-half hour paid lunch period, Monday to Friday. The established schedule shall be maintained.	

- l) JANITOR AT ANNEX AND DAYCARE shall work 40 hours per week on the basis of 4:00 p.m. to 12:00 midnight with one-half (1/2) hour lunch, Monday to Friday.
- m) PARKING ENFORCEMENT OFFICERS shall work the established schedule that provides for a work week of thirty-seven and one-half (37 1/2) hours per week.
- n) DAYCARE CENTRE the daily open hours at the centre, where necessary, shall be from 7:00 a.m. to 6:00 p.m. Staff shall work a schedule that provides for daily periods of eight (8) hours, including a one (1) hour lunch period, for a total of thirty-five (35) hours per week.
- p) MESSENGER/ANIMAL CONTROL OFFICERS shall work the established schedule that provides for a work week of forty (40) hours per week including a one (1) hour lunch period.
- q) DATA ENTRY CLERK
1. On Monday, Tuesday and Wednesday, the regular hours shall be from 1:30 p.m. to 9:30 p.m. with a maximum of (1 1/2) hour meal break to be taken between 4:30 p.m. and 6:00 p.m. However, the above hours of work shall be flexible so that, dependent on the workload, the Data Entry Clerk shall have the discretion to take a meal break ranging between one-half (1/2) and one and one-half (1 1/2) hours. When the meal break is less than one and one-half hours, the work shift shall be reduced accordingly at the end of the shift.
 2. On Thursday and Friday, the regular hours shall be from 9:30 a.m. to 5:30 p.m. with a one and one-half hour (1 1/2) lunch break to be taken between 12:00 noon and 1:30 p.m. in accordance with the lunch break hours of the main office and the clerical staff.
- r) DESIGN TECHNOLOGIST, ENGINEERING TECHNOLOGIST, PLANS & RECORDS COORDINATOR, SENIOR DRAFTSMAN, JUNIOR DRAFTSMAN AND PLANS CONTROL CLERK IN THE ENGINEERING DEPARTMENT shall work 37 1/2 hours per week on the basis of 8:00 a.m. to 4:30 p.m. with a one (1) hour lunch, Monday through Friday.

7.02 The above hours of work can be modified by mutual consent of the parties.

7.03 Employees shall benefit from a fifteen (15) minute break period in the first portion of the day and fifteen (15) minute break period in the second portion of the day.

ARTICLE 8 - OVERTIME

8.01 The Corporation will attempt to keep overtime at a minimum. If conditions arise necessitating overtime, employees shall cooperate with the Corporation.

8.02 The overtime rate shall be one and one-half ($1\frac{1}{2}$) times the normal hourly rate and shall be paid for all time worked outside the normal working hours. An exception is that overtime shall only be paid after the first fifteen (15) minutes following termination of the regular working day. Should overtime exceed fifteen (15) minutes, the foregoing payment shall be retroactive to the commencement of the overtime period and pay shall be based on the closest quarter hour.

8.03 Employees, who on a regular tour of duty are assigned to work Sundays, shall be paid at the overtime rate for the day.

8.04 (a) An employee, who is called in outside of his normal hours of work, shall receive a minimum of four (4) hours at the regular rate or the overtime rate, whichever is greater.

8.04 (b) Those employees in the Messenger/Animal Control Officer position and those employees who work at the Wastewater Treatment Plant and who are required to be on-call, shall receive a premium of forty (.40) cents per hour for each hour they are required to be on-call.

On-call duty shall be equally divided among the employees who are willing and qualified to perform the work.

It is understood that employees who are on-call and are called in to work that the on-call provision will remain payable. Supervisors shall not unreasonably deny changes amongst the personnel working these shifts as above.

8.05 Overtime shall be distributed as equitably as possible among qualified employees.

ARTICLE 9 - SHIFT DIFFERENTIAL

9.01 (a) A premium of thirty-four cents (34¢) per hour will be paid for the afternoon shift. A premium of forty cents (40¢) per hour will be paid for the night shift.

(b) Filtration Plant Operators on the twelve (12) hour shift system who work the 7:00 p.m. to 7:00 a.m. shift shall receive a shift differential as calculated by the following formula:

$$\text{May 1, 1988 } \frac{(8 \text{ hours} \times 34¢) + (8 \text{ hours} \times 40¢)}{12 \text{ hours}} = 49¢$$

ARTICLE 10 - SENIORITY

10.01 (a) Seniority shall mean length of continuous service in the Bargaining Unit.

(b) Employees working in a position that requires less than the normal hours of work shall receive, when appointed to a permanent position, credited seniority based on one-half (1/2) of the consecutive service prior to appointment to the permanent position.

(c) In the case of two or more employees having the same seniority date, the employee's rank on the seniority list shall be based on their date of commencement of employment.

Should two or more employees have the same seniority date and date of commencement of employment, their relevant position on the seniority list shall be determined by "pulling straws".

(d) In the case of present employees being included in the Bargaining Unit, the rank of the seniority list shall be based on the time they were included in the Bargaining Unit. Where two or more employees are included at the **same** time, the relative position on the seniority list shall be determined by their length of service with the Corporation.

10.02 Seniority date of those employed at the signing of this agreement shall be as set forth in Appendix "C".

10.03 Newly hired employees shall not be deemed to have any seniority until they have been continuously employed by the Corporation for three (3) months. In the case of Field Workers, the period shall be four (4) months. During this period, such employees shall be considered as being on probation and their employment may be terminated by the Corporation at any time without recourse to the grievance procedure. Upon completion of the probationary period, seniority shall be dated from the date of commencement of the probation.

10.04 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
- (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.

10.05 An up-to-date seniority list, including City seniority, will be posted once a year on the anniversary date of the agreement, a copy to be supplied to the President of the Union. The notice will remain posted for at least five (5) working days and will include the employee's occupational title. A copy of all revisions, additions or deletions will be supplied to the President at six month intervals.

ARTICLE 11 - PROMOTIONS, DEMOTIONS, LAYOFFS AND RECALLS

11.01 (a) In all cases of promotions, layoffs, transfers, recalls, downgrading or abolition of a position, employees may exercise their seniority over an employee with lesser seniority. Seniority shall prevail, providing the employee possesses the skills, ability, experience or qualifications to fulfill the job.

(b) Permanent employees shall have the opportunity of replacing in a higher rated or equivalent position within the same department over temporary employees or summer students, provided the absence shall last longer than two (2) weeks and that the employee is qualified to perform the normal requirements of the position. In the event of a permanent vacancy, the above-mentioned period shall be extended by an additional two (2) weeks. Positions which are vacant on a temporary basis shall be offered in accordance with seniority provided the person is qualified.

11.02 (a) Notice of all job vacancies shall be posted on the bulletin boards of the Corporation. This notice will remain on the bulletin boards for five (5) working days and will include the job title and a brief description of the job duties, location and the range for the position. Employees, who make application during this period, will be considered for the job and notified, in writing, of the final selection. They will be permitted to file a grievance against the final selection on positions covered by the Union contract.

(b) Employees, who are on vacation or leave of absence for any reason including sick leave, shall be allowed to submit application for the position, provided the application is received within two (2) working days of their return to work. However, where the vacancy was posted at least two (2) working days before the leave of absence, the employee is not eligible to apply on return to work.

In no case will an application be received later than three (3) weeks from the last date of posting. It will be the responsibility of the Union to notify members who were absent during the posting period. An application may be filled by another member on behalf of the vacationing member. No outside advertisement for any bargaining unit vacancy shall be placed until the application of present union members have been fully processed.

11.03 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.

11.04 All permanent employees who are successful to a job posting as laid out in the Collective Agreement shall serve a trial period of 30 working days. If the employee proves successful, the employee shall be declared permanent at the end of this period. In the event the successful applicant proves unsatisfactory, after having received the necessary instruction to perform the function, in the position during the trial period, or if it is demonstrated that the employee cannot meet the requirements of the job or is unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. At no time will an employee be considered for a temporary promotion or transfer while serving a trial period unless by mutual consent. It is further agreed that in the event there are no qualified applicants with seniority, the employer will first consider trial employees before hiring from outside the bargaining unit. The Employer or the Employee shall not curtail the trial period without just cause.

11:05 At no time will an employee be considered for a promotion or transfer while serving a probationary period unless by mutual consent. It is further agreed that in the event there are no qualified applicants with seniority, the Employer will first consider probationary employees before hiring from outside the bargaining unit.

11:06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

ARTICLE 12 - AUTOMATION

12.01 In cases where the installation of mechanical or electronic equipment will have an effect on the job status of the employees, the Corporation will notify the Union Committee three (3) months in advance of such installation.

12.02 Employees whose jobs are discontinued as a result of automation or major organizational change, may exercise their seniority rights over an employee with lesser seniority, provided they possess the ability and basic qualifications to perform the job. Employees who are awarded new positions in this manner, shall be given ninety (90) days of specific job skills training in which to prove satisfactory. Failure to do so shall terminate their tenure in that position.

ARTICLE 13 - VACATIONS

13.01 (a) For the purpose of determining vacation entitlement, the vacation year shall be from January 1 to December 31 of the current year.

(b) Vacation pay for a week's vacation shall be based on an employee's current rate of pay, or two percent (2%) per week of the previous year's gross earnings, less taxable benefits, whichever is the greater.

(c) Employees requesting their vacation pay in advance, shall notify their supervisor, in writing, four (4) weeks prior to taking such vacation.

13.02 An employee, who has not completed ten (10) months of service on December 31 of the current year, shall be entitled to one (1) day per month paid vacation to a maximum of ten (10) days.

13.03 An employee, having completed ten (10) months of service on December 31 of the current year, shall be entitled to two (2) weeks paid vacation.

13.04 An employee, having completed three (3) years of service on December 31 of the current year shall be entitled to three (3) weeks paid vacation.

13.05 An employee, having completed ten (10) years of service on December 31 of the current year, shall be entitled to four (4) weeks paid vacation.

13.06 An employee, having completed eighteen (18) years of service on October 1, 1989, shall be entitled to five (5) weeks paid vacation.

An employee, having completed seventeen (17) years of service on October 1, 1990, shall be entitled to five (5) weeks paid vacation.

13.07 An employee, having completed twenty-five (25) years of service on December 31 of the current year, shall be entitled to six (6) weeks paid vacation.

13.08 Preference of choice of vacation will be given to an employee on a seniority basis.

13.09 (a) The scheduling of vacations shall be based on the fact that during the peak vacation period of June 30 to September 1, consideration of service shall be related to only the first two (2) weeks of vacation. Employees entitled to more than two (2) weeks will normally take the balance outside this peak period.

(b) Employees, assigned to shift work on the occasion of their vacation, will take their vacations in groups of six (6) days or seven (7) days, depending on their schedule, in order to assure a complete period off between days off. The balance of the vacation entitlement, which does not cover a whole work period, will be taken only on normal week days, that is Monday to Friday inclusively.

13.10 Employees shall be advised by the Department Head of the approval of vacation schedules not later than April 30 of each year. Once vacation schedules have been approved, an employee, who desires to change his vacation, shall not be permitted to do so if the requested new vacation period conflicts with that of another employee who has less seniority with the Corporation, unless by mutual agreement.

13.11 In the event that a holiday named in Article 14 of this agreement occurs during an employee's vacation period, such employee will receive an additional day's vacation at a time mutually arranged between the Department Head and the employee.

13.12 Employees with one (1) or more years of service, who voluntarily terminate with at least two (2) weeks notification, or are laid off through lack of work, shall receive vacation allowance at the rate of two percent (2%) per week of vacation entitlement. Employees with less than one (1) year of service, those discharged for just cause and employees who do not give the two (2) weeks notification shall receive pay according to the Employment Standards Act. (4%).

13.13 In the event of a death of a family member as described in Article 15, while an employee is on vacation, employees shall be entitled to bereavement leave without loss of vacation entitlement. Vacation entitlement so displaced shall be rescheduled at a time mutually agreed.

ARTICLE 14 - HOLIDAYS

14.01 The Corporation recognizes the following holidays for which all employees will receive a normal day's pay.

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

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

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

Declared holidays by either Federal, Provincial or Municipal Governments will constitute a holiday for purpose of this agreement.

14.02 (a) With the exception of the day before Christmas and the day before New Year's, when any of the holidays referred to above fall on a Saturday or Sunday, the following Monday shall be celebrated in lieu of.

(b) Operators at the Filtration Plant, when required to work on a declared holiday, shall have the option of receiving pay at the rate of time and one-half (~~1 1/2~~ for hours worked plus a day's pay, or two times (~~2X~~) for hours worked on Christmas and New Year's Day, plus a day's pay, or electing to receive an alternate day off in lieu of the declared holiday. When a day off is elected, the hours worked on the declared holiday shall be paid at the rate of straight time and the lieu day shall be mutually arranged within one (~~1~~) month and within the calendar week of Monday to Friday.

14.03 Employees, who are required to work on a statutory holiday, shall receive, in addition to the holiday pay, the overtime rate for hours worked with the exception as provided in Article **14.02** (b).

ARTICLE 15 - LEAVE OF ABSENCE

15.01 On the occasion of the death of a father, mother, brother, sister, spouse or child, father-in-law, mother-in-law, an employee shall be granted three (3) consecutive working days leave with pay.

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

15.03 In the event of spring interment, employees shall be granted the day to attend the interment.

15.04 (a) Employees shall be granted leave without pay in case of pregnancy for a period of seventeen (17) weeks. Employees shall normally take this leave during the seventh month of pregnancy. Additional leave of up to one (1) month may be granted on a doctor's recommendation. In the event that further additional leave is requested, the Corporation may grant one (1) more month. If the Corporation questions the request, the case may be referred to a Corporation appointed physician. If there is disagreement of opinion, the matter shall be referred to a third physician. While on Maternity Leave, an employee shall continue to accrue seniority and shall be eligible for the provisions of the Collective Agreement except such time on Maternity Leave shall be without pay.

(b) Employees, who become mothers through adoption process, shall be granted leave without pay for a period of one (1) month after adoption. Additional leave of up to one (1) month may be granted on the adoption agency's recommendation.

(c) In cases of maternity/adoption leave, the anniversary date shall not be adjusted for the time spent on such leave.

15.05 Upon request, the Corporation, at its discretion but not withheld unjustly, may grant a leave of absence without pay. Such leave shall not be granted for the purpose of engaging in other employment for wages or salary. During any approved period of leave, benefits, including vacation leave, statutory holidays, bereavement leave and all other benefits, shall be suspended or adjusted on the basis of the period of leave. An employee shall have the opportunity of continuing medical and insurance coverage provided the employee prearranges the compensation to the Corporation for the entire premium cost.

15:06 EDUCATION LEAVE

The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve the educational standards of the workforce.

ARTICLE 16 - LONG SERVICE PAY

16.01 An annual Long Service Pay shall be granted to employees on the following basis:

- Five (5) years of service, but less than ten (10) years
\$50.00
- Ten (10) years of service, but less than fifteen (15) years
\$100.00
- Fifteen (15) years or more
\$150.00

16.02 This entitlement will be granted on the first pay of December.

ARTICLE 17 - GROUP SECURITY

17.01 All eligible employees shall have the opportunity of enrolling in the following group medical and hospitalization:

- (a) London Life Major Medical Plan, or equivalent
- (b) London Life Semi-Private Insurance, or equivalent
- (c) Vision care.
- (d) Dental Plan effective October 1, 1990, 1989 O.D.A. Fee Schedule with a one year lag in the O.D.A. Fee Schedule each year thereafter (effective one month from date of signing)

The Corporation shall absorb the premium cost of the above plans.

17.02 The present Group Life Insurance Plan, or equivalent shall remain in effect and shall be available to all eligible employees.

The Corporation shall absorb the Premium cost of the plan. However, the above plan shall be amended by increasing the employee's coverage to one and one half times (1 1/2) the Employee's annual salary. The Employer and the Union may decide to change the dependent coverage. The employer shall supply upon retirement, a paid-up policy of \$12,500.

17.03 The present Ontario Municipal Employees Retirement System Plan and its provisions shall remain in effect for the duration of this agreement.

17.04 The Employer agrees, for all those Employees who, upon attaining their ninety (90) factor and who are at least fifty-five years of age, and retire, on an OMERS pension, to continue providing to that Employee the benefits outlined in Article 17:01 (a), (b), (c), and (d) until reaching sixty-five (65) years of age.

ARTICLE 18 - SICK LEAVE

18.01 Employees unable to report to work because of illness shall not suffer any loss of salary for the first twenty (20) days, or as a result of hospitalization and/or surgery and upon a Doctor's verification, an additional ten (10) days will be granted.

- (a) New employees hired during the calendar year shall be entitled to two (2) days per month, after the completion of the month, to a maximum of twenty (20) days.
- (b) Employees, who have not completed one (1) full year of service as of the prior December 31, shall be allowed to carry over their unused sick leave credits and shall continue to accumulate sick leave to a maximum of twenty (20) days.
- (c) Employees, who have completed one (1) full year of service as of the prior December 31, shall be entitled to twenty (20) days plus five (5) days for each additional year of service.

The above-mentioned sick leave credits are not accumulative unless otherwise provided, but shall be renewable from year to year.

It is understood that the above-mentioned credits are not payable on the departure of an employee.

18.02 Employees, who **are** unable to report for work because of sickness or any other reason, shall notify their Supervisor, or next most appropriate person, within one (1) hour of their normal starting time. 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.

18.03 The Corporation will provide the employees with a weekly indemnity program, payable to the employees who are unable to report to work because of illness, which shall provide seventy-five percent (75%) of the weekly salary from the first day of the fifth week (21st working day), for a period of fifty-two (52) weeks or on the thirty-first working day if the Employee qualifies **as** per 18.01 preamble above, for a period of fifty-two (52) weeks.

18.04 Under the sick leave provision, employees shall be entitled to required time off for the purpose of attending a doctor or hospital appointment. Such appointment shall not include insurance **medicals** or a normal medical checkup. The allotted time for the approved appointments shall be deducted from sick leave benefits.

18.05 Employees shall be covered by a private-carrier, Long Term Disability Plan, **as** outlined in the employee booklets, that provides for sixty-five percent (65%) of the employee's salary. The premium cost of this benefit shall be absorbed by the City.

18:06 Where no one at home other than the Employee can provide for the needs during illness of the Employee's spouse or child, an Employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick leave days per illness to care for the spouse or child who is ill.

ARTICLE 19 - GENERAL

19.01 The present practises of supplying uniforms to the Messenger/Animal Control Officers and the Parking Enforcement Officers and the Operators, Maintenance Technicians and Senior Maintenance Technician at the Wastewater Treatment Plant, and Janitors, shall be maintained.

Employees of the Filtration Plant shall be supplied with coveralls.

Coveralls will be made available for the Engineering Field Crews.

Where safety footwear is required, **as** determined by the proper authority, an allowance of seventy dollars (\$70.00) per year will be granted to employees, and seventy-five dollars (**\$75.00**) per year effective October 1, 1990.

Summer students, who are required to wear safety footwear, shall be paid a prorated amount of this allowance, according to number of months worked and shall receive such allowance at date of termination.

Janitors shall be supplied with rubber boots when stripping wax from the floors.

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

- October 1, 1989 - .30 cents per kilometer

If the Corporation should decide to provide vehicles, affected employees shall be given a minimum of six (6) months advance notice. Employees who are not presently required to use private vehicles, shall not be required to do **so**, without mutual consent.

ARTICLE 20 - BULLETIN BOARDS

20.01 The Corporation shall provide bulletin boards in appropriate locations for the posting of notices, provided that the use of such notice boards shall be restricted to posting of notices regarding the business affairs, meeting and social events of the Union, and provided that all such notices have been approved by the Corporation. Such approval shall not be unreasonably withheld.

ARTICLE 21 - NO STRIKE OR LOCKOUT

21.01 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 22 - ESSENTIAL SERVICES

22.01 In the advent of a stoppage of work, the Union agrees to discuss with the Corporation, the maintenance of essential services.

ARTICLE 23 - SALARY ADMINISTRATION

23.01 Employees, working more than **32 1/2** hours per week, shall be paid according to salary schedule Appendix "A".

23.02 All employees working **32 1/2** hours per week shall be paid according to salary schedule Appendix "B".

23.03 On the effective dates of the salary ranges in Appendices "A" and "B", all employees shall receive the increase provided for in the scale.

23.04 All salaries and benefits, **as** provided for in this agreement, shall be retroactive to October 1, 1989.



ARTICLE 24 - TERM

U

The Collective Agreement will run from October 1, 1989 to September 30, 1991 and shall remain in effect thereafter unless either party of this agreement shall, not more than sixty (60) days nor less than thirty (30) days prior to the expiration date, give notice in writing to the other party of changes proposed. Whereupon the parties shall negotiate a new agreement with respect to the proposed changes. The terms of the agreement **shall** remain in effect during negotiations of a new agreement.

IN WITNESS **WHEREOF** the parties hereto have caused this agreement to be signed by their duly authorized representatives on this 17 day of JAN, 1990.

FOR THE CORPORATION OF
THE CITY OF CORNWALL

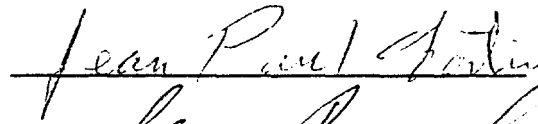
FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 3251



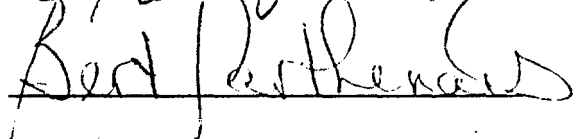
MAYOR

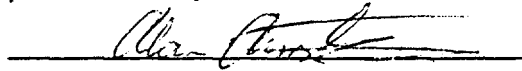


CLERK











APPENDIX "A"

RANGE CLASSIFICATION IN SCHEDULE "A"

<u>RANGE</u>	<u>POSITION</u>	<u>DEPARTMENT</u>
4	CLERK CLERK-STENO RODMAN OR CHAINMAN HOUSEKEEPER COOK	PUBLIC WORKS ENGINEERING & PLANNING ENGINEERING DAYCARE
5	JUNIOR DRAFTSMAN	ENGINEERING
6(i)	MESSENGER/ANIMAL CONTROL OFFICER DISPATCHER INSPECTOR II PLANS CONTROL CLERK SIGN ASSEMBLER PARKING ENFORCEMENT OFFICER	CLERK'S PUBLIC WORKS ENGINEERING ENGINEERING PUBLIC WORKS PUBLIC WORKS
6(ii)	TEACHERS	DAYCARE
7	SENIOR DRAFTSMAN INSPECTOR I PARKING ENFORCEMENT OFFICER-REPAIRS	ENGINEERING ENGINEERING PUBLIC WORKS
8	STORESKEEPER PLANS & RECORDS COORDINATOR OPERATORS PROJECT SUPERVISOR II	TREASURY ENGINEERING FILTRATION ENGINEERING
9	MECHANICS BUILDING INSPECTOR PLUMBING INSPECTOR PROPERTY STANDARDS BY- LAW INSPECTOR ZONING & SITE PLAN COORDINATOR PLAN EXAMINER PROJECT SUPERVISOR I PARTY CHIEF	FILTRATION ENGINEERING & PLANNING ENGINEERING & PLANNING ENGINEERING & PLANNING ENGINEERING & PLANNING ENGINEERING & PLANNING ENGINEERING ENGINEERING
10	TECHNOLOGIST LABORATORY TECHNOLOGIST	PUBLIC WORKS PUBLIC WORKS
12	DESIGN TECHNOLOGIST RIGHT-OF-WAY CONTROL SUPERVISOR	ENGINEERING PUBLIC WORKS

APPENDIX "B"

RANGE CLASSIFICATION IN SCHEDULE "B"

<u>RANGE</u>	<u>POSITION</u>	<u>DEPARTMENT</u>
1		
2		
3	BOX OFFICE CLERK	CIVIC COMPLEX
	SECURITY PERSONNEL	KINSMEN CENTRE POOL
	CLERK I-CENTRAL RECORDS	CLERK'S
	CLERK I-PHOTOCOPY	CLERK'S
	CLERK TYPIST	TRANSIT
	INSTRUCTOR	PARKS
	JUNIOR CLERKS-COLLECTION	FINANCE
	CLERK-TYPIST	PARKS
	CLERK	PARKS
	SECRETARY TECHNICIAN	FILTRATION
	CLERK "B" CASH & DEBT	FINANCE
4	CLERK TYPIST	CIVIC COMPLEX
	SWITCHBOARD RECEPTIONIST	FINANCE
	COMPUTER OPERATOR I	SOCIAL SERVICES
	CLERK-COMMITTEE OF ADJUSTMENT	PLANNING
	SECRETARY RECEPTIONIST	SOCIAL SERVICES
	CLERK	SOCIAL SERVICES
	SECRETARY	PURCHASING
	CLERK "A" CASH & DEBT	FINANCE
	SECRETARY	PLANNING
	CLERK II	CLERK'S
5	COMPUTER OPERATOR II	SOCIAL SERVICES
	SUPPORT SERVICES I- COLLECTION	FINANCE
	SENIOR CLERK-BILLINGS	FINANCE
	SENIOR CLERK-ARREARS	FINANCE
	HEAD CASHIER	FINANCE
	SENIOR CLERK-CASH & DEBT	FINANCE
	ACCOUNTING CLERKS	FINANCE
	BUDGET ANALYSTS	FINANCE
	SECRETARY-COLLECTION	FINANCE
	INTAKE WORKER	SOCIAL SERVICES
	CLERK III	CLERK'S
7	BUYER	FINANCE
	SECRETARY	ECONOMIC DEVELOPMENT
	OFFICE AUTOMATION COORDINATOR	FINANCE
	SYSTEM CO-ORDINATOR	FINANCE
12	FIELD WORKERS	SOCIAL SERVICES
13	PLANNERS	PLANNING
17	SENIOR PLANNER	PLANNING

SALARY SCHEDULE

OVER 21 HO 3 PER EK

APPENDIX "A"

EL FE OCTOBER 1989

<u>RANGE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>18 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>	<u>60 MONTHS</u>
4	839.19 21,818.92	858.49 22,320.61	879.18 22,858.79	899.89 23,397.24	919.17 23,898.39	- -	- -	- -
5	877.74 22,821.21	898.29 23,355.55	920.64 23,936.52	942.90 24,515.29	963.63 25,053.60	- -	- -	- -
6(i)	939.90 24,437.39	963.63 25,054.29	990.24 25,746.35	- -	1,012.56 26,326.49	1,037.82 26,983.44	- -	- -
6(ii)	869.64 22,610.55	896.32 23,304.25	922.13 23,975.47	- -	949.56 24,688.65	976.34 25,384.82	- -	- -
7	1,012.53 26,325.67	1,041.05 27,067.38	1,075.15 27,953.91	- -	1,105.95 28,754.59	1,136.79 29,556.65	- -	- -
8	1,084.84 28,205.72	- -	1,123.80 29,218.71	- -	1,159.50 30,146.94	1,198.28 31,155.27	1,235.69 32,127.93	- -
9	1,156.22 30,061.63	- -	1,198.45 31,159.66	- -	1,239.96 32,239.03	1,284.35 33,393.01	1,328.10 34,530.53	- -
10	1,193.58 31,033.20	- -	1,223.73 31,816.88	- -	1,253.89 32,601.10	1,283.98 33,383.41	1,313.51 34,151.17	1,344.28 34,951.31
12	1,299.91 33,797.60	- -	1,334.42 34,694.83	- -	1,368.96 35,592.89	1,403.50 36,490.95	1,438.03 37,388.74	1,472.55 38,286.25
JANTTOR					1,020.41 26,530.57			

SALARY SCHEDULE

32 1/2 HOURS PER WEEK

APPENDIX "B"

EFFECTIVE OCTOBER 1, 1989

<u>RANGE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>18 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>	<u>60 MONTHS</u>
1	641.00 16,665.98	657.90 17,105.35	674.83 17,545.33	691.78 17,986.40	739.70 19,232.27	-	-	-
2	681.89 17,729.11	700.22 18,205.84	719.96 18,719.05	739.70 19,232.27	789.09 20,516.27	-	-	-
3	751.01 19,526.32	767.90 19,965.47	783.44 20,369.52	800.33 20,808.67	816.48 21,228.35	-	-	-
4	777.80 20,222.77	794.75 20,663.57	815.04 21,191.05	835.73 21,728.95	855.00 22,230.09	-	-	-
5	813.67 21,155.39	834.26 21,690.82	856.50 22,269.05	878.71 22,846.45	899.45 23,385.72	-	-	-
7	895.29 23,277.65	917.68 23,859.71	942.13 24,495.26	966.59 25,131.37	989.36 25,723.31	-	-	-
12	1,086.13 28,239.46	-	1,126.07 29,277.96	-	1,165.89 30,313.17	1,205.80 31,350.84	1,245.73 32,389.07	-
13	1,140.42 29,651.00	-	1,219.69 31,711.82	-	1,298.92 33,771.82	1,378.18 35,832.63	1,457.40 37,892.35	1,536.67 39,953.44
17	1,536.67 39,953.44	-	1,565.85 40,712.15	-	1,595.04 41,471.14	1,624.24 42,230.13	1,653.42 42,988.84	1,682.59 43,747.28

SALARY SCHEDULE

OVER 32 1/2 HOURS PER WEEK

APPENDIX "A"

EFFECTIVE OCTOBER 1, 1990

<u>RANGE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>18 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>	<u>60 MONTHS</u>
4	886.18 23,040.80	906.57 23,570.70	928.41 24,138.77	950.28 24,707.38	970.64 25,236.73	- -	- -	- -
5	926.89 24,099.23	948.59 24,663.45	972.20 25,277.09	995.70 25,888.26	1,017.59 26,457.42	- -	- -	- -
6(i)	992.53 25,805.89	1,017.59 26,457.42	1,045.69 27,188.03	-	1,069.26 27,800.85	1,095.94 28,494.39	-	-- -
6(ii)	918.34 23,876.84	946.51 24,609.36	973.77 25,318.00	-	1,002.74 26,071.12	1,031.02 26,806.39	-	- -
7	1,069.23 27,799.98	1,099.35 28,583.07	1,135.36 29,519.32	-	1,167.88 30,364.96	1,200.45 31,211.71	- -	- -
8	1,145.56 29,785.37	- -	1,186.73 30,855.05	- -	1,224.43 31,835.23	1,265.38 32,899.97	1,304.89 33,927.10	-
9	1,220.97 31,745.18	- -	1,265.56 32,904.64	- -	1,309.40 34,044.34	1,356.27 35,263.11	1,402.47 36,464.31	-
10	1,260.42 32,770.93	- -	1,292.26 33,598.73	- -	1,324.11 34,426.80	1,355.88 35,252.95	1,387.07 36,063.73	1,419.56 36,908.55
12	1,372.70 35,690.33	- -	1,409.15 36,637.84	- -	1,445.62 37,586.16	1,482.10 38,534.50	1,518.56 39,482.55	1,555.01 40,430.33
JANITOR					1,077.55 28,016.38			

SALARY SCHEDULE

32 1/2 HOURS PER WEEK

APPENDIX "B"

EFFECTIVE OCTOBER 1, 1990

<u>RANGE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>18 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>	<u>60 MONTHS</u>
1	676.90 17,599.30	694.74 18,063.30	712.62 18,528.13	730.52 18,993.51	781.12 20,309.20	- -	- -	- -
2	720.08 18,721.97	739.43 19,225.24	760.28 19,767.22	781.12 20,309.20	833.28 21,665.26	- -	- -	- -
3	793.07 20,619.73	810.90 21,083.46	827.31 21,510.13	845.15 21,973.86	862.03 22,417.27	- -	- -	-- -
4	821.36 21,355.28	839.26 21,820.66	860.68 22,377.74	882.53 22,945.80	902.88 23,474.88	- -	- -	- -
5	859.24 22,340.12	880.98 22,905.44	904.46 23,516.06	927.92 24,125.86	949.82 24,695.30	- -	- -	- -
7	945.43 24,581.08	969.07 25,195.82	994.89 25,867.12	1,020.72 26,538.69	1,044.76 27,163.87	- -	- -	- -
12	1,146.95 29,820.78	-	1,189.13 30,919.38	-	1,231.18 32,010.67	1,273.32 33,106.44	1,315.49 34,202.76	- -
13	1,204.28 31,311.37	-	1,287.99 33,487.81	-	1,371.66 35,663.15	1,455.36 37,839.31	1,539.01 40,014.37	1,622.72 42,190.81
17	1,622.72 42,190.81	-	1,653.54 42,991.98	-	1,684.36 43,793.42	1,715.20 44,595.13	1,746.01 45,396.30	1,776.82 46,197.19

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

CUPE LOCAL 3251

The parties agree that notwithstanding Article Six (6) Rates of Pay, Clause 6:03 of the Collective Agreement, downgrading of jobs will be an issue handled by the Joint Job Evaluation or a like Committee. The decision reached by this, or a like Committee, shall be submitted to the Bargaining Committees for Resolution.

FOR THE UNION

FOR THE EMPLOYER

Jean Paul Fortin

Phil Currier

Steve Backs

Richard O'Leary

Alan Amstutz

DATED THIS 17 DAY OF JAN 1994.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

CUPE LOCAL 3251

It is agreed that there shall be no change to the existing language of the Collective Agreement relating to Article 7 Hours of Work Part (J). However, the parties do agree that when it is feasible, and upon mutual consent of the Janitor at Alexander Park and the employee's Supervisor, this employee's **hours** may be adjusted, from time to time, subject to operational requirements, to provide for a regular day shift.

FOR THE UNION

FOR THE EMPLOYER

Jean Paul Fortin

Phil Currier

Steve Backs

Debra Coane

Alan Almonte

DATED THIS 17 DAY OF JAN 1996.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

CUPE LOCAL 3251

The parties agree to meet as soon as possible via the Labour-Management Committee to discuss, using the Union's proposal made in contract negotiations on October 1, 1990 covering the Union's proposal on vacation scheduling as a basis, the method used to schedule vacations.

If the parties mutually agree on a new method for the scheduling of vacations, it will be implemented.

FOR THE UNION

FOR THE EMPLOYER

Jean Paul Fortin

Phil Grier

Steve Poch

Richard Cooney

Alan [Signature]

DATED THIS

17

DAY OF

JAN

1990.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

CUPE LOCAL 3251

It is agreed that the City's Policy and Management Guide on Training and Development **is** not part of the Collective Agreement.

It is agreed however, that **an** Employee requiring time off to write exams resulting from the Training and Development Policy and Management Guide shall not suffer a loss of seniority, pay, or benefits.

FOR THE UNION

FOR THE EMPLOYER

John Paul Foster

Phil Currier

Steve Jackson

Richard Currier

Alan Chase

DATED THIS

17

DAY OF

JAN

1990