

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF CORNWALL**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 3251**

SOURCE	City
EFF.	96/04/01
TERM.	98/03/31
No. OF EMPLOYEES	120
NOMBRE D'EMPLOYÉS	120

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**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~~ the Salary Schedule.

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 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;
- 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 Local 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;

- vi) they shall not be entitled to vacation leave;
- vii) they shall not be entitled to group security benefits, **as** contained in Article 16;
- viii) they shall not be entitled to sick leave.

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

- employees who occupy a position within the CUPE Local 3251 Bargaining Unit, working 24 hours per week or **less**
- such positions are outlined as follows:
  - Messenger - Clerk's Department
  - Clerk-Security- Planning & Recreation Services (Kinsmen Centre)
  - Janitor - Public Works at the Kinsmen Centre
  - Plans & Record Clerk - Engineering

**108** 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 (1½) 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 (½) 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) Permanent Part-time employees shall not be entitled to group security benefits as contained in Article 16;
- viii) Employees shall be covered for all intents and purposes under the provisions of Article 17 with the exception of the Long Term Disability Plan (LTD).

## **ARTICLE 2 - CORPORATION RECOGNITION**

- 2.01 The Union acknowledges that it 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 or harassment 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 or origin, colour, ethnic origin, citizenship, creed, **sex**, sexual orientation, age, record of offenses, 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, the Executive committee and Standing Committee's 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 that the Labour-Management Committee shall meet on **a** regular basis as determined **by** the parties.
- 4.09 **All** correspondence between the union and the employer shall pass between the local union's recording secretary and the Human Resources Department with copies to the Local President, National Representative and Committee Chairpersons where **applicable**.

## **ARTICLE 5 -GRIEVANCE PROCEDURES**

- 5.01 The term "grievance" as used in this agreement shall be defined as meaning any difference or dispute between *the* Corporation and the Union or its members concerning interpretation **and** application of the terms of this agreement.
- 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/her immediate supervisor. Failing a satisfactory response from his/her 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/her grievance in writing to his/her immediate supervisor. **A** grievance that **is** not submitted at the complaint stage within fifteen (15) working days of its occurrence will not be **considered** by **the** Union or the Employer. If a case of sickness, vacation or compensable injury extends the period of 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) working 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 Human Resources Department, 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 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 Union relating to the violation, interpretation or application of the Agreement including claim of wrongful or unjust discharge or suspension shall be processed, by either party, under provision of the Article, but shall be initiated at Step III.
- 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 Union appointee fail to agree on a third member within ten 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 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) working 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.
- 5.12 All individual grievances shall be **signed by the** grieving employee and all union grievances shall be signed by the Chief Steward or designate.
- 5.13 All grievances shall clearly state the Article and Clause of the Collective Agreement that is alleged to **be** violated and be accompanied by a brief description as to how **such** Article **and** Clause **was** violated.
- 5.14 All grievances shall clearly state the redress being sought.

## **ARTICLE 6 - RATES OF PAY**

- 6.01 (a) Effective salaries of employees covered by this agreement shall be in accordance with the salary schedule which is attached hereto and is made **a part** hereof.
- 6.01 (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:

<b>OCCUPATION</b>	<b>DAILY</b>	<b>WEEKLY</b>
a) Main Office and Clerical Staff	8:30 a.m. to 4:30 p.m. 1½ hour lunch	Monday to Friday 32½ hours
b) Engineering Dept. Public Works	7:30 a.m. to 4:30 p.m. 1 hour lunch	Monday to Friday 40 hours
c) Inspector/Housing	8:30 a.m. to 4:30 p.m. 1 hour lunch	Monday to Friday 35 hours
d) Storekeeper/Buyer	7:30 a.m. to 4:30 p.m. 1 hour lunch	Monday to Friday 40 hours
e) Dispatcher	7:00 a.m. to 3:00 p.m. ½ hour paid lunch period	Monday to Friday 40 hours
f)	<b>FILTRATION PLANT: FILTRATION PLANT OPERATORS 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.</b>	

- g) **FILTRATION PLANT MECHANICS** 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) **JANITOR AT JUSTICE BUILDING** 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 (½) hour paid lunch period, Monday to Friday. The established schedule shall be maintained.
- j) **JANITOR AT DAYCARE** shall work 40 hours per week on the basis of 4:00 p.m. to 12:00 midnight with one-half (½) hour lunch, Monday to Friday.
- k) **BY-LAW ENFORCEMENT OFFICERS** shall work the established schedule that provides for a work week of forty (40) hours per week.
- l) **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.
- m) **WASTEWATER TREATMENT PLANT OPERATORS** shall work 40 hours per week based on hours of 7:30 a.m. to 4:00 p.m. as per scheduled shifts with a ½ hour lunch period Monday to Saturday.
- n) **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 (1½) 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 (½) and one and one-half (1½) 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 (1½) 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.
- o) **ENGINEERING TECHNOLOGIST, AND THE CAD OPERATORS** in the Engineering Department shall work 37½ 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.
- p) **WASTEWATER TREATMENT PLANT- Maintenance Technicians** shall work 40 hours per week on **the** basis of 7:30 a.m. to 4:00 p.m. with a (½) hour lunch, Monday through **Friday**.

q) **WASTEWATER TREATMENT PLANT** Senior Maintenance Technician shall work 40 hours per week on the basis of 7:30 a.m. to 4:00 p.m. with a (½) hour lunch, Monday through Friday.

r) **JANITOR AT CITY HALL** shall work 30 hours per week on **the** basis of 4:00 p.m. to 10:00 p.m., Monday to Friday.

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

7.03 Employee shall benefit from a fifteen (15) minute break 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 (1½) 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) Employees 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 into 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.

8.06 An employee may be entitled to take time off in lieu of employer's approved overtime at a rate equivalent to that listed in Article 8.02. Such time off in lieu shall be at the discretion of the appropriate manager and shall be subject to operational requirements. Such time off shall not be unreasonably withheld. Total accumulation in a calendar year shall not exceed an employee's regular work week and must be used by December 15th of each year.

### **ARTICLE 9 - SHIFT DIFFERENTIAL**

9.01(a) A premium of forty cents (40) per hour will be paid for the afternoon shift. A premium of forty-six cents (46) per hour will be paid for the night shift.

9.01(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 follows:

$$\frac{(8 \text{ hours} \times 40 \text{ cents}) + (8 \text{ hours} \times 46 \text{ cents})}{12 \text{ hours}} = 57 \text{ cents}$$

### **ARTICLE 10 - SENIORITY**

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

10.01(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.

10.01(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".

10.01(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 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.

- 10.03 **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.
- 10.04 **An** up-to-date seniority list, including City service, 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. All verified errors shall be corrected within 30 days.

## **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 skill, ability, experience or qualifications to fulfil the job.
- 11.01(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 jobs 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 applications 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.

11.02(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 **45** working days and **90** working days for fieldworkers. 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 **servng** 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.
- 13.01(b) Vacation pay for a weeks 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.
- 13.01(c) **Employees** requesting their vacation **pay** in advance, shall **notify** their supervisor, in writing, four (4) weeks prior to taking such vacation.
- 13.01(d) A vacation entitlement slip **will** be provided to show the current year's vacation entitlement and vacation pay entitlement. Such slip shall be issued no later than **that** time when Revenue Canada's T4 slips are required to be issued.
- 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 seventeen (17) years of service on December 31 of the current year, **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.

13.09(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 submit their request for vacation by April 15 of each year. 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.

In the event of employees wishing to utilize vacation between January 1 and April 30 of each year, requests shall be made to their Manager by December 15 of each year. Approval for such time off shall be given by December 31 of each year and shall be based on seniority.

All other vacation not requested by April 15, shall be granted to employees on a first (1st) come first (1st) served basis.

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	<b>Easter Monday</b>
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.

14.02(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 (1½) for hours worked plus a day's pay, or two time (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 (a) **On the** occasion of the **death** of a spouse or **child**, an employee shall **be** granted four (4) consecutive working days leave with pay.

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

(c) 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.

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

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

15.03 Unpaid Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

#### **Pregnancy Leave**

- i) **An** employee who is pregnant shall **be** entitled to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before ~~the~~ expected birth date. The employee shall give the employer two (2) weeks written notice ~~of~~ the date the leave ~~is~~ to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.
- ii) The employee must have started employment with her employer at least thirteen (13) weeks prior to the expected date of birth in **order** to **be** entitled to Pregnancy Leave.
- iii) The employee shall give at least two (2) weeks written notice of her intention to return to work. The employee **may**, with the consent of the Employer, shorten ~~the~~ duration of the leave of absence requested under this article upon giving four **(4)** weeks written notice.

#### **Parental Leave**

- i) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of ~~the~~ child or the date the child first came into care or custody of the employee, shall be entitled to Parental Leave.

- ii) A "parent" includes: The natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child **as** his or her own.
- iii) Parental Leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of **the** day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave **will** begin immediately after pregnancy leave expires.
- iv) Parental Leave shall **be** granted for up to eighteen (18) weeks in duration. The employee shall give the Employer two (2) weeks written notice before the date the leave is to begin. Parental Leave ends eighteen (18) weeks after it began or on the earlier day if the employee gives the Employer four (**4**) weeks written notice.
- v) During *the* period of parental leave, to a maximum of eighteen (18) weeks, the Employer shall continue to pay the benefits as mentioned in Article 16.01 unless he or she elects in writing not to **do so**.
- vi) Credits for service for **the** purpose of **salary** vacation, or any other benefit included and prescribed under the Employment Standards **Act** shall continue and seniority shall accumulate during the leave to a maximum of eighteen (18) weeks.
- vii) For **the** purpose of Parental Leave, the provisions under the Pregnancy Leave shall also apply.

### **Return to Work**

**An** employee shall **give** her Employer at **least 4 weeks** written notice confirming her intention to resume her employment on the expiration of a leave of absence granted to her under Article 15.03 and on her return to work the Employer shall re-instate the employee to her former position if it still exists or to a comparable position if it does not.

### **Seniority/Benefit Accrual**

Employees on Maternity/Adoption Leave will maintain and accrue seniority and benefits.

15.04 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.

15.05 **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.

15.06 Leave of Absence without pay for official union business such as conventions and seminars shall **be** granted by the Corporation to not **more than** four **(4)** union delegates upon written request made to the Corporation at least **two** (2) full working days prior to the commencement of said leave. **Such** leave of absence **shall** be subject to operational requirements.

**ARTICLE 16 - GROUP SECURITY**

16.01 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**

Effective January 1, 1997 - \$160.00

(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) including:

Orthodontal

Effective January 1, 1993 \$2,500 Lifetime, maximum 50/50 benefit sharing

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

16.02 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 (1½) 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 \$12,500.00.

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

16.04 The Corporation agrees to continue to provide the benefits outlined in Article 16.01(a) (b) (c) and (d) to employees who retire after the age of 55 years until the employee and spouse reach 65.

Should a retired employee pass away, the spouse may maintain this paid coverage until, the age of 65, remarries, or becomes eligible to have such coverage through another employer.

#### **ARTICLE 17 - SICK LEAVE**

17.01 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.

17.02 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.

- 17.03 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), regardless of the number of sick days the employee has in their **sick bank**, for a period of seventeen (17) weeks or on the thirty-first working day if the employee qualifies as per 17.01 preamble above, for a period of seventeen (17) weeks.
- 17.04 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.
- 17.05 Employees shall be covered by a private carrier, Long Term Disability Plan, as outlined in the employee booklets, that provides for seventy-five percent (75%) of the employee's salary. The premium cost of this benefit shall be absorbed by the City.
- 17.06 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 calendar year to care for the spouse or child who is ill.

## **ARTICLE 18 - GENERAL**


- 18.01 The present practises of supplying uniforms to the Messenger, By-law Enforcement Officers and the Operators, Maintenance Technicians, Senior Maintenance Technician, Mechanics and Water Meter Technicians, in the Environmental Section, and Janitors, shall be maintained.

Coveralls will be **made** available for the Engineering Field Crews.

Where safety footwear **is** required, as determined by the proper authority, an allowance of ninety dollars (\$90.00) per year, effective October 1, 1993, will be granted to employees.

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.

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

.34 cents per kilometre

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 19 - BULLETIN BOARDS**

- 19.01 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 20 - NO STRIKE OR LOCKOUT**

- 20.01 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 21 - ESSENTIAL SERVICES**

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

#### **ARTICLE 22 - SALARY ADMINISTRATION**

- 22.01 Employees shall be paid according to the salary schedule.
- 22.02 On the effective dates of the **salary** ranges in **the** Salary Schedule, **all** employees shall receive the increase provided for in the scale.
- 22.03 All salaries **and** benefits, as provided for in **this** agreement, shall **be** retroactive to April 1, 1996.

#### **ARTICLE 23 - TERM**

The Collective Agreement will run from April 1, 1996 to **March 31, 1998** 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, **file** 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





## POSITION CODE CLASSIFICATIONS

<u>CODE</u>	<u>POSITION</u>	<u>DEPARTMENT</u>
OA	Receptionist	Social Services
	Central Filing Clerk	Social Services
OB	Switchboard/Receptionist	Clerk's
	Clerk <b>Typist</b> - W.P.P.	<b>Engineering &amp; Env. Services</b>
OC	Recreation Secretary	<b>Planning &amp; Recreation Services</b>
	Secretary/Receptionist	<del>Public Works</del>
	Secretary <b>Planning</b> Services	<b>Planning &amp; Recreation Services</b>
	Rev Clerk	Social Services
	<b>Clerk Typist</b>	Finance
	Computer II	Social Services
	Clerk "B" <b>Accounts Payable</b>	Finance
OD	Clerk "A" <b>Cash &amp; Debt</b>	Finance
	Insurance/Risk Management Clerk	Clerk's
	Secretary Fire Services	Fire Department
	Photocopy/Bingo <b>Lotteries</b> Clerk	Clerk's
	Parking Clerk	<b>Engineering &amp; Env. Services</b>
OE	Budget & <b>Cash Analyst</b>	Finance
	<b>Financial Analyst</b>	Finance
	Secretary - <b>Committee of Adjust.</b>	<b>Planning &amp; Recreation Services</b>
OF	Financial <b>Analyst</b>	Social Services
	Financial <b>Analyst</b> - Subsidies	<b>Finance</b>
	Licensing Clerk	Clerk's
	<b>Billing</b> Clerk	<b>Finance</b>
	Arrears Clerk	<b>Finance</b>
Senior Clerk - <b>Cash &amp; Debt</b>	Finance	
OG	Operations Coordinator	Finance
	Computer I	Social Services
	Senior Customer Service Rep.	Finance
	<b>Office Automation Coordinator</b>	<b>Finance</b>
OH	Aquatics Instructor	<b>Planning &amp; Recreation Services</b>
OI		
OJ		

## POSITION CODE CLASSIFICATIONS

<u>CODE</u>	<u>POSITION</u>	<u>DEPARTMENT</u>
OK	Buyer	Finance
OL	Fieldworker Senior Buyer	Social Services Finance
OM	Planner	Planning & Recreation Services
ON	Senior Planner	Planning & Recreation Services
AA	Clerk/Security	Planning & Recreation Services
AB		
AC		
AD	Receptionist - Job <b>Link</b> Public <b>Works</b> Clerk Secretary - W.P.P.	Social Services Public <b>Works</b> Engineering & Env. Services
AE	Clerk/Steno - Housing	Planning & Recreation Services
AF	Accounting/Box Office Clerk	Planning & Recreation Services
AG		
AH		
AI	<b>Building</b> Inspector Mechanics - W.P.P. <b>Plumbing</b> Inspector Plans Examiner <b>Site Plan &amp; Zoning</b> Coordinator Property <b>Standards</b> Inspector Water Meter Technician	Planning & Recreation Services Engineering & Env. Services Planning & Recreation Services <b>Planning &amp; Recreation Services</b> Planning & Recreation Services <b>Planning &amp; Recreation Services</b> Engineering & Env. Services
AJ	Teacher	Social Services
AK		
AL		
AM	Housekeeper/Cook	Social Services

## POSITION CODE CLASSIFICATIONS

<u>CODE</u>	<u>POSITION</u>	<u>DEPARTMENT</u>
AN		
AO		
AP	Public Works Dispatcher Sign Assembler	Public Works Engineering & Env. Services
AQ		
AR	CAD Operator Bylaw Enforcement Officer	Engineering & Env. Services Engineering & Env. /Clerk's
AS	Storekeeper/Buyer Surveyor	Finance Engineering & Env. Services
AT	Operator - WWTP <b>Party Survey</b> Chief Project Supervisor	Engineering & Env. Services Engineering & Env. Services Engineering & Env. Services
AU	Lab Technician Project Technologist	Engineering & Env. Services Engineering & Env. Services
AV	Engineering <b>Technologist</b> Right-of-way <b>Control Technologist</b>	Engineering & Env. Services Engineering & Env. Services
AW	Janitor	Public Works
AX	Maintenance <b>Technician</b>	Engineering & Env. Services
AY	<b>Senior</b> Maintenance Technician	Engineering & Env. Services
BA	Operator - WPP	Engineering & Env. Services
BB	Janitor - 30 hours	Engineering & Env. Services

**SALARY SCHEDULE**

HOURS	RANGE	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS	
32.5	OA	23,338.90	23,676.90	24,014.90	24,352.90	24,690.90				
	OB	24,690.90	25,028.90	25,366.90	25,721.80	26,076.70				
	OC	26,076.70	26,414.70	26,752.70	27,107.60	27,462.50				
	OD	27,462.50	27,800.50	28,155.40	28,510.30	28,865.20				
	OE	28,865.20	29,203.20	29,541.20	29,879.20	30,251.00				
	OF	30,251.00	30,589.00	30,927.00	31,281.90	31,636.80				
	OG	31,636.80	31,974.80	32,329.70	32,684.60	33,039.50				
	OH	33,039.50	33,377.50	33,715.50	34,053.50	34,408.40				
	OI	34,408.40	34,746.40	35,084.40	35,422.40	35,760.40				
	OJ	35,760.40	36,098.40	36,436.40	36,791.30	37,129.30				
	OK	25,959.10	26,608.31	27,317.19	28,026.34	28,686.42				
	OL	31,492.23	-	32,650.63	-	33,805.04	34,962.38	36,120.24		
	OM	33,066.46	-	35,364.95	-	37,662.64	39,960.87	42,257.50	44,555.72	
	ON	44,555.72	-	45,402.24	-	46,248.23	47,095.28	47,941.26	48,786.99	
35	AA	25,134.20	25,498.20	25,862.20	26,226.20	26,590.20				
	AB	25,450.18	26,045.82	26,694.24	27,339.47	27,940.41				
	AC	27,252.22	27,940.68	28,712.14	-	29,359.50	30,091.71			
	AD	28,082.60	28,446.60	28,810.60	29,192.80	29,575.00				
	AE	29,629.60	29,939.00	30,321.20	30,703.40	31,085.60				
	AF	31,085.00	31,449.60	31,813.60	32,195.80	32,578.00				
	AG	29,358.70	30,185.59	31,174.26	-	32,067.19	32,961.18			
	AH	31,454.31	-	32,584.59	-	33,619.93	34,744.38	35,828.79		
	AI	33,524.73	-	34,749.16	-	35,952.90	37,239.65	38,508.10		
	AJ	34,070.40	34,434.40	34,816.60	35,198.80	35,581.00				
	AK	34,606.74	-	35,482.17	-	36,356.80	37,229.31	38,085.64	38,977.77	
	AL	37,671.66	-	38,691.88	-	39,683.73	40,694.94	41,695.80	42,696.93	
	AM	32,578.00	32,942.00	33,306.00	33,688.20	34,070.40				
	37.5/40	AN	24,332.37	24,891.94	25,491.82	26,092.23	26,651.01			
AO		25,450.18	26,045.82	26,694.24	27,339.47	27,940.41				
AP		27,252.22	27,940.68	28,712.14	-	29,359.50	30,091.71			
AQ		25,215.22	25,988.80	26,737.46	-	27,532.80	28,309.30			
AR		29,358.70	30,185.59	31,174.26	-	32,067.19	32,961.18			
AS		31,454.31	-	32,584.59	-	33,619.93	34,744.38	35,828.79		
AT		33,524.73	-	34,749.16	-	35,952.90	37,239.65	38,508.10		
AU		34,606.74	-	35,482.17	-	36,356.80	37,229.31	38,085.64	38,977.77	
AV		37,671.66	-	38,691.88	-	39,683.73	40,694.94	41,695.80	42,696.93	
AW		29,587.04								
AX		40,055.81	-	40,416.48	-	40,798.37	41,159.04	41,540.93		
AY		43,047.26	-	43,407.94	-	43,768.61	44,150.50	44,532.38		
40		BA	35,200.97	-	36,486.62	-	37,750.54	39,101.63	40,433.50	
		BB	22,183.20							

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CORNWALL**

**AND**

**CUPE LOCAL 3251**

The parties **agree** 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**

*\_\_\_\_\_  
Lester A. ...*  
*\_\_\_\_\_  
Dino ...*  
*\_\_\_\_\_  
Rene A. J. Piette*  
*\_\_\_\_\_*

**FOR THE EMPLOYER**

*\_\_\_\_\_  
P. ...*  
*\_\_\_\_\_  
Lester ...*

**DATED THIS** *28th* **DAY OF** *August* , **1997.**

**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**

*Linda Drake*  
\_\_\_\_\_  
*Spencer Ross*  
\_\_\_\_\_  
*Rene A. Pette*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER**

*R. W. Aubrey*  
\_\_\_\_\_  
*Richard Dennis*  
\_\_\_\_\_

DATED THIS *28th* DAY OF *August*, 1997

LETTER OF INTENT

BETWEEN

THE CITY OF CORNWALL

AND

CUPE LOCAL 3251

MANAGEMENT IN NON-UNION POSITIONS

The parties agree that **employees** temporarily replacing in a management/non-union position **shall** not hire, fire, discipline, or participate in **the** grievance procedure other than to act as a resource person.

**Further, the employee** will **pay union dues** for **the** duration of the replacement period **and** continue to **be** a member in good standing of CUPE Local 3251.

FOR THE UNION

FOR THE EMPLOYER

*Leslie A. Dube*  
\_\_\_\_\_

*Spence Orosky*  
\_\_\_\_\_

*Reni A. J. Pitte*  
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*K. W. Kelly*  
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*Debra L. Orosky*  
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DATED THIS *28th* DAY OF *August*, 1997