

SOURCE	VILLE		
EXP.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYES	AA		

THIS AGREEMENT, made this _____ day of _____

BETWEEN

**THE CORPORATION OF THE CITY OF CORNWALL,
hereinafter called the "Employer",**

PARTY OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 1792
hereinafter called the "Union",**

PARTY OF THE SECOND PART.

Expires: March 31, 1998.

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Definitions	1
2	Management Rights	2
3	Recognition and Negotiation	2
4	Discrimination	3
5	Union Membership Required	3
6	Check-off Union Dues	3
7	The Employer and the Union shall Acquaint New Employees	4
8	Correspondence	4
9	Labour Management Bargaining Relations	4
10	Grievance Procedure	6
11	Arbitration	8
12	Discharge, Suspension & Discipline	9
13	Seniority	10
14	Promotion and Staff Changes	12
15	Layoffs and Recalls	13
16	Hours of Work	14
17	Overtime	15
18	Holidays	16
19	Vacations	18
20	Sick Leave Provisions	20
21	Leave of Absence	22

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
22	Payment of Wages & Allowances	25
23	Employee Benefits	26
24	Job Security	26
25	General Conditions	26
26	Present Conditions & Benefits	28
27	Copies of Agreement	28
28	General	28
29	Duration and Termination	28
	Signatures	29
	Schedule "A"	30
	Schedule "B"	31

WHEREAS the Corporation and the Union have mutually agreed to enter into and execute an agreement, as hereinafter set forth; and

WHEREAS it is the purpose of both parties to this Agreement..

- i) to maintain and improve harmonious relations and **settled** conditions of employment between the Employer and the Union;
- ii) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, **etc.**;
- iii) to encourage efficiency in operations;
- iv) to promote morale, well-being and security of all employees in the bargaining unit of the Union;

NOW THEREFORE the Corporation and the Union hereby mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 Any and all references to the word "Union" throughout this Agreement shall be taken to mean the Canadian Union of Public Employees and its 'Local 1792.

1.02 Status of Employees

(a) Regular Employee

An employee who is employed for continued employment on either a full-time or part-time basis, shall be deemed to be a regular employee for the purpose of this agreement.

(b) Fulltime Employee

An employee **who is** employed **for** more **than** twenty-four (24) hours **per** week on a continuing basis, shall be deemed **to** be a fulltime employee.

(c) Part-time Employee

i) **An** employee **who** is regularly employed **for** twenty-four (24) hours or less per week, shall be deemed to be a part-time employee.

ii) A part-time employee **who** ~~at~~ times may be **required to** substitute **for** a fulltime employee, on a temporary basis, shall **retain his status as** a part-time employee for **the** purpose of **this** agreement.

(d) Temporary Employee

An employee **who is** employed to substitute for a regular fulltime or part-time employee, for a predetermined **estimated period** of employment, shall be considered to be a temporary employee with entitlement to the applicable **provisions of this** agreement, in the **same** manner **as** a regular employee. The Union is to be notified of any **such** hirings.

(e) Student Employee

A student is defined as an employee hired during the school summer vacation period and who is attending school on a fulltime basis either secondary or post secondary and who has indicated in writing to the Employer that he will be returning to school at the end of the summer vacation period.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes the management function of the Employer and the direction of working forces are fixed exclusively in the Employer, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make and enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 With reference to certificates issued by the Ontario **Labour** Relations Board dated October 1, 1974, and September 24, 1975, the Employer recognizes the Canadian Union of Public Employees and its Local #1792 as the sole and exclusive collective bargaining agent for all employees of the Corporation of the City of Cornwall in its Home for the Aged in Cornwall, save and except professional and medical staff, graduate nursing **staff**, undergraduate nurses, maintenance supervisor, kitchen supervisor, housekeeping supervisor, persons above the **rank** of supervisor, technical personnel and the secretary to the Administrator.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit, excepting residents performing **minimal** services, shall not work on any jobs which are included in the bargaining unit, unless it is for the purpose of instruction, experimenting, or in emergencies, and provided that the act of **performing** the aforementioned does not in itself reduce the hours of pay of any employee within the bargaining unit.

3.03 No Other Agreements

No employee shall be required or permitted to **make** a written or verbal agreement with the Employer or his representatives which **may** conflict with the terms of this collective agreement.

3.04 Application of Agreement Provisions

The provisions **of** this agreement shall be applicable to all employees within the bargaining unit, including part-time and student employees, unless otherwise specified or excluded.

ARTICLE 4 - DISCRIMINATION

4.01 There shall be no discrimination, interference, restriction, coercion or sexual harassment exercised or practised by either party with respect to any employee of the Home.

As **defined** in the Ontario Human Rights Code, there shall be no discrimination or harassment exercised or practised by either party with respect to any employee of the Home by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees within the bargaining unit shall, **as** a condition of continued employment, become and remain members in good standing of the Union on date of hire.

ARTICLE 6 - CHECK-OFF UNION DUES

6.01 Check-Off Payments

(a) **The** Employer will deduct from the **earnings** of **an** employee, such regular monthly union dues **as** may be established by the Union. Such deductions shall commence on the first pay period following the date of hire. The Union shall advise the Employer of the amount to be **deducted** and the Employer shall not be responsible for **any** retroactive adjustments.

(b) The Employer will, provided he is **notified** of the amount applicable thereto, deduct the **sum** required by the Union **as** an initiation fee **at** the commencement of employment.

6.02 Deductions

Deductions shall be made from the **first** payroll of each month **and** shall be forwarded to **the** Secretary-Treasurer **of** the **Union** **not** later **than** the last day of the month, accompanied by **a** list **of** **the** names of **the** employees from whose wages the deductions **have been** made, together with any notified change of address for any such employees, and hours worked by part-time employees during the month previous to such deductions.

6.03 Arrears

The Employer will deduct from an employee's earnings, in such instalments as may be mutually agreed upon, any Union dues which may be owing for prior employment, provided the employee concerned authorizes such payroll deduction in writing.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer shall, prior to commencement of employment, inform newly hired employees of the Union's existence, and agrees to introduce such employees to the appropriate steward, to be provided with a copy of the collective agreement.

7.02 Interviewing Opportunity

The Employer shall provide the appropriate steward with leave, not to exceed fifteen (15) minutes, from regular employment responsibilities for the purpose of reviewing the provisions of the collective agreement with newly hired employees, prior to their commencement of employment, and to be done at such time and place as may be determined by the Employer.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties arising out of this agreement, or incidental thereto, shall pass to and from the Administrator of the Home and the Secretary of the Union, with the exception of notices under Article 29. Notices under Article 29 which are initiated by the Union shall be sent to the Manager of Human Resources; and notices which are initiated by the Employer shall be sent to the National Representative of the Union, with copies thereof being sent to the Administrator of the Home and the Secretary of the Union.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesman. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union shall, in writing, provide the Employer with the names of the individuals who constitute the Committee prior to the Commencement of negotiating any Contract to the Collective Agreement.

9.03 Function of the Bargaining Committee

All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement, in accordance with the provisions of this Agreement.

9.04 Representative of Canadian Union

The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall, with notification to the Administrator or the Assistant Administrator of the Home, have access to the Employer's premises at any reasonable time in order to investigate and assist in the settlement of a grievance.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given.

9.06 Time off for Meeting

It is agreed that three (3) members of the Union Bargaining Committee, who are in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer, With entitlement to remuneration at his regular hourly rate of pay for time lost from work while attending such meetings, and such members shall be designated prior to the commencement of negotiating a revised agreement. Such payment shall be limited to the length of the meeting, and shall not exceed the amount the employee would normally have earned for such regular working day.

9.07 Labour Management Committee

A Labour Management Committee shall be established consisting of not more than four (4) representatives **of** the Union, and not more than four **(4)** representatives of the Employer. Meetings shall be held **as** may be mutually agreed upon, and scheduled at least once every three **(3)** months.

9.08 Function of Committee

The Committee shall concern itself ~~with~~ the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services, including public relations and relations with residents.
- 3) Promoting safety and sanitary practices.

- 4) Reviewing suggestions from employees and/or employer questions of working conditions and services (but not grievances concerned with services.)
- 5) Correcting conditions causing grievances and misunderstandings.

9.09 Information for Collective Bargaining Purposes

The Employer will make available to the Union any information within **his** possession with respect to job descriptions, job classifications, job evaluations, and employee benefit plans, which is desired and requested by the Union for collective bargaining purposes.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward shall assist any employee which the steward represents in preparing and presenting his grievance, in accordance with the grievance procedure.

10.02 Stewards

The Union shall have the right to elect **six** (6) stewards, who must be employees of the Employer during their term of office, and one of whom shall be designated as a Chief Steward. No more than two (2) stewards shall be elected from within any one department, unless such additional steward is the Chief Steward.

10.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and department(s) he represents, and the name of the Chief Steward, before the Employer shall be required to recognize him.

10.04 Grievance Committee

The Chief Steward, President of the Union, and the steward directly involved with the grievance being considered, shall constitute the Grievance Committee. Two (2) members of the Committee shall constitute a quorum for **any** grievance matter.

10.05 Permission to Leave Work

The Employer agrees ~~that~~ stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties **as** stewards while investigating disputes **and** presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer, and that he will not be permitted to leave his work during working hours except to perform **his** duties under this agreement. No steward shall, however, leave his work without **first** obtaining the permission **of** his supervisor **or** department head, and which permission shall not be withheld without just cause.

10.06 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the collective agreement. No grievance shall be considered where the circumstances giving rise to it **occurred** or originated more than twenty-one (21) calendar days before the filing of the grievance.

10.07 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to his steward. If the employee's steward is absent, he may submit his grievance to the Chief Steward and/or other member of the Grievance Committee. At each step of the grievance procedure, the grievor shall have the right to be present.

Step 2

If the steward and/or the Grievance Committee consider the grievance of an employee in the Nursing Department to be justified, he or the Committee will first seek to settle the dispute with the employee's supervisor.

Step 3

Failing satisfactory settlement within two (2) working days of submitting a dispute under Step 2, or if Step 2 is not applicable, the Grievance Committee shall submit a written statement of the particulars of the grievance, and the redress sought, to the appropriate department head. The department head shall **render his** decision in writing within four (4) working days after receipt of such statement.

Step 4

Failing a satisfactory settlement being reached ~~at~~ Step 3, the Grievance Committee may then submit the written grievance to the Administrator of the Home, or his designate, who shall reply and render a decision thereon in writing within (6) working days after receipt of such written grievance.

Step 5

Failing a satisfactory settlement being **reached** at Step 4, the Grievance Committee may then refer the dispute to arbitration.

10.08 Policy Grievance

Where a dispute involving a question **of general** application or interpretation occurs, or **where** a group of employees or the Union **or the Employer has** a grievance, Steps 2 and 3 of **this** Article may be by-passed. A policy grievance **must** be presented to the other party by the grievor(s), in writing, and within twenty (20) working days of the incident being grieved.

10.09 Management Grievance

Any grievance instituted by management is to be referred in writing, stating particulars of the grievance and redress sought, to the secretary of the Union with ten (10) working days of the incident so grieved. The Grievance Committee shall meet within (10) working days to consider the grievance, and shall render its decision within five (5) working days of such meeting.

10.10 Union may Institute Grievances

The Union shall have the right to originate a grievance on behalf of an employee, or group of employees, which shall be in writing, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure, commencing at Step 3.

10.11 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meetings.

10.12 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form **part** of this collective agreement and are subject to the grievance and arbitration procedure.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

Either party may, within ten (10) working days of the rendering of a decision by the Grievance Committee or the Administrator, under Step 4, request that a grievance be submitted to arbitration. The request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two nominees shall then meet to select an impartial chairperson. The parties may, in lieu of a Board of Arbitration, elect, by mutual agreement, to refer a grievance to a sole arbitrator.

11.02 Failure to Appoint

If the party receiving the notice fails to name a nominee, or if the two nominees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either **party**.

11.03 Board Procedure

The board shall **determine its own** procedure, but shall give **full** opportunity to all parties to present evidence and make representations.

11.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be **the decision of the Board**. The **decision of the Board of Arbitration** shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

11.05 Disagreement of Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify **the decision**, which it shall do within five (5) days.

11.06 Expenses of the Board

Each party shall pay...

- a) the fees and expenses of the nominee it appoints;
- b) one-half of the fees and expenses of the Chairperson.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by the consent of both parties, as they are considered discretionary rather than mandatory.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge Procedure

An employee who has completed his probationary period may be suspended or discharged for just cause and upon the authority of the Employer. Such employee and the Union shall be advised promptly, in writing by the Employer, of such discharge or suspension.

12.02 May Omit Grievance Steps

An employee discharged or unjustly discharged or suspended shall be entitled to a hearing under Article 10 Grievance Procedure within five (5) working days of 1, 2, or 3 of the Grievance Procedure shall be **omitted** in such cases.

12.03 Burden of Proof

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

12.04 Unjust Suspension or Discharge

When it has been determined by the Employer or Board of Arbitration that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period preceding such discharge or suspension, or any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Warnings

Whenever the Employer or his authorized agent deems it necessary to censure an employee, in a manner indicating that suspension or dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved, with a copy to the Union. Such censure shall be removed from the employee's file after a period of eighteen (18) months, and shall not thereafter be used against him.

12.06 Adverse Report

The Employer shall make available to an employee or an officer of the Union, with the consent of the employee concerned, any report concerning his work which may be on file, including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. Any employee shall acknowledge viewing such report or complaint by affixing thereto his signature.

ARTICLE 13 - SENIORITY

13.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit. **An** employee who has completed his probationary period, as set out in Clause 13.03 below, shall have his name placed on the seniority list with the seniority effective on the date the employee last commenced to work for the Employer.

A full-time employee who transfers to part-time employment shall retain the seniority accumulated during his fulltime employment, and the seniority that is accrued with succeeding part-time employment shall **be** credited thereto.

Seniority for all employees regularly **working** twenty-four **(24)** hours or less per week, and students employed during the school vacation **periods**, shall be on **the** basis of days worked during such period of employment, **and** the seniority accumulated while **so** employed shall, on the principle that 220 days worked equals one year, be credited to any seniority accruing with succeeding full-time employment.

Any partial year of accumulated seniority for a fulltime employee transferring to part-time employment, shall be computed to days worked at the time that part-time employment commenced.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. **An** up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March and September of each year.

13.03 Probation for Newly Hired Employees

A newly hired employee shall serve a probationary period as herein provided, and during which time he may be discharged, at the discretion of the Employer. The employee shall, however, with the exception of the grievance procedures pertaining to discharge, be entitled to all other rights and benefits of this agreement, unless otherwise provided in the agreement.

- (a) Three (3) months from the date of hiring for all employees, with the exception of those employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.
- (b) Sixty (60) working days for employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.

13.04 Loss of Seniority

An employee shall not lose seniority rights if he **is** absent from **work** because of sickness, accident, layoffs, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event..

- 1) He is discharged for just cause and is not reinstated.
- 2) When an employee voluntarily resigns his employment with the Employer, and is not rehired within three (3) months of the date of termination.
- 3) He is absent from **work** in **excess** of four (4) working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.
- 4) He fails to **return** to work within seven (7) calendar days following a layoff and after being notified by registered mail to do **so**, unless through sickness or other **just cause**. It shall be the responsibility of the employee to **keep** the Employer **informed of** his current address. **An** employee recalled for casual work or employment of short duration, at a time when he is employed elsewhere, shall not lose **his** recall rights **for refusal** to return to **work**.
- 5) He is laid off for a period longer than eighteen (18) months.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created inside of the bargaining unit, or there is a temporary vacancy of more than sixteen (16) **weeks**, the Employer shall post notice of the position on the bulletin board designated for such purpose for a minimum of one (1) week, and send a copy of the notice to the Union.

14.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

14.03 Role of Seniority in Promotions and Transfer

Both parties recognize..

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making **staff** changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority, provided he possesses the required qualifications. Appointments to be made from within the bargaining unit shall be made within three (3) weeks of posting.

14.04 Trial Period

The successful applicant for either a fulltime or part-time position, shall work a total of thirty (30) days **as** a trial period. Upon completion of such period, the applicant shall, at the discretion of the Employer, be declared as permanent to the position, or returned to his former position. **An** employee may, subject to the provisions of Article 16, return to his former position within the trial period.

An employee returning to his former position shall have his wage rate reverted accordingly, but shall not lose any seniority. Any other employee affected by such reversion of employment, shall also be returned to his former position and wage rate without loss of seniority.

14.05 Promotions Requiring Higher Qualifications

Where there is no qualified applicant for a posted position, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualifications prior to the filling of the vacancy. If such employee is promoted, he will be given an opportunity to qualify within a reasonable length of time, and if he fails to qualify, **he** shall revert to his former position and wage rate.

- 14.06 Training Period
The Employer shall, at the Employer's discretion, provide sufficient training to any employee considered to require training for the position being assumed.
- 14.07 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board designated for such purpose. The Union shall be notified of all appointments, hirings, layoffs, recalls, transfers and terminations of employment.
- 14.08 Handicapped Worker Provision
An employee unable, through injury or illness, to perform his normal duties, may be provided with alternate suitable employment if such is available, and provided such employee does not displace another employee.
- 14.09 Older Worker Provision
An employee who through advancing years is unable to perform his normal duties, may be provided with alternate suitable employment if such is available, and provided such employee does not displace another employee.
- 14.10 Retirement
The retirement age for all employees within the bargaining unit shall be no later than sixty-five (65) years.

ARTICLE 15 - LAYOFFS AND RECALLS

- 15.01 Role of Seniority in Layoffs
Layoffs shall be determined in the reverse order of seniority with the employee having the least seniority to be subject to layoff, unless such employee possesses training or employment qualifications that are considered necessary to perform the work that is available.
- 15.02 Recall Procedure
Employees who are on layoff shall be recalled in order of seniority, provided that they are qualified to perform the work available.
- 15.03 No new Employees
No new employees shall be **hired** until those **qualified** to perform the same type and class of work on layoff have been given **an opportunity** of recall.
- 15.04 Advance Notice of Layoff
(a) **An** employee who **has** completed his probationary period, **excepting an** employee who is regularly employed for twenty-four (24) hours or less per **week, and** students employed during the school vacation periods, that is to be laid off, shall be given a **minimum** notice of two (2) **weeks** or the equivalent pay in lieu of such **minimum** notice, or as per the Employment **Standards** Act, whichever is greater.

- (b) **An** employee who has completed his probationary period, and who is regularly employed for twenty-four (**24**) hours or less per week, that is to be laid off, shall be given a minimum notice of two (2) calendar weeks or payment in lieu of such notice that is equal to the employee's remuneration for the last two (2) calendar weeks worked, or **as** per the Employment Standards Act, whichever is greater.

15.05 Restriction on Lay-offs

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

15.06 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the working force, shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 16 - HOURS OF WORK

16.01 The regular working hours for employees within the bargaining unit shall be as follows:

- 1) eight (8) hours per shift with a total of forty (40) hours per week for all employees working in support services, inclusive of a thirty (30) minute meal break during each 8 hour shift;
- 2) seven (**7**) hours per shift with a total of thirty-five (35) hours per week for all office and clerical employees, exclusive of any meal break.

16.02 Work Schedules

- (a) Work schedules for all employees required to work a shift schedule shall be posted on the bulletin board at least two (2) weeks in advance.
- (b) Work schedules shall, insofar **as** is practically possible, be prepared with due consideration being given to seniority, and be arranged to allow equality of weekend distribution with at least two (2) consecutive days off.
- (c) An employee required by the Employer to work a complete shift, within the succeeding sixteen (16) hours of previous regular scheduled shift, shall be paid for such shift at the rate of time **and** one-half.
- (d) Work schedules shall not provide for more than six (**6**) consecutive days of work.

16.03 Paid Rest or Relief Periods

- (a) All Employees shall be permitted a rest period of ten (10) consecutive minutes in both the first **and** the second half of a shift, at a time scheduled by the Employer.
- (b) An Employee who works a full eight (8) hour shift immediately after completing his regular full eight (8) hour shift shall be entitled to a paid rest period of fifteen (15) minutes which shall be provided within the first hour of the second shift.

- 16.04 Reporting Pay Guarantee
An employee reporting for work on his regular **shift** shall be paid his regular rate of pay for the entire period of **work**, with a minimum of four **(4)** hours pay.
- 16.05 Shift Premium
A shift premium of 45 cents per hour, shall be paid for hours worked with respect to shifts in which the majority of hours are worked between 3:00 p.m. and 6:00 a.m.
- 16.06 Weekend Premium
A weekend premium of forty-five **(45)** cents per hour shall be paid for all hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday, or such other 48-hour period as may be agreed upon by the parties.

ARTICLE 17 - OVERTIME

- 17.01 Overtime Defined
When required by the Employer, any time worked by an employee in addition to a regular shift, in accordance with Paragraph 16.01, shall be considered as overtime and be paid at time and one-half the employee's basic straight time hourly rate of pay.
- 17.02 Payment for or Supply of Meals
(a) **An** employee who works overtime in excess of two (2) hours at the end of his regular shift, and who has not been notified before reporting for work that he will be required to so work, will be provided with a meal ticket.
(b) In lieu of a meal ticket, an employee who works an additional shift of eight **(8)** hours at the end of his regular 3:00 p.m. to 11:00 p.m. shift will be provided with a cash meal allowance of \$4.50.
- 17.03 No layoff to Compensate for Overtime
An employee shall not be required to layoff during regular hours to equalize any overtime worked.
- 17.04 Sharing of Overtime and Call-back
The Employer will endeavour to distribute any available overtime or call-back among its employees within each department who are willing **and** qualified to perform the available work.
- 17.05 Overtime During Layoffs
There shall be no continuous overtime worked in any department while there are employees on layoff able to perform the available work, except during periods of emergencies.

17.06 Call-back Pay Guarantee

An employee who is called in to work outside his regular working hours shall be paid a minimum of three (3) hours at his regular rate of pay, or at time and one-half for the hours actually worked, whichever is the greater, from the time he leaves his home to report for duty and concluding on the completion of the necessary work.

17.07 Time Off in Lieu of Overtime Pay

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate, at a time mutually agreeable to the employee and the Employer.

17.08 Pay for Call-in

- (a) When an employee is called in to work a regular full eight (8) hour shift less than one-half hour prior to the commencement of the shift and who arrives within one-half hour of the commencement, he will be paid for a regular full eight (8) hour shift provided that he works until the normal completion of the shift.
- (b) When an employee is called in for a shift after the commencement of the shift, he shall be paid one-half hour provided that he reports to work within one half-hour of the call-in and the hours worked shall be paid at the applicable rate of pay.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid holidays for all employees within the bargaining unit, except those employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods:

- (a)

New Year's Day	Civic Holiday
Day After New Year's Day	Remembrance Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
	Boxing Day

- (b)
 - i) **An** employee shall be entitled to one (1) floating holiday per calendar year, to be arranged by mutual agreement between the employee and his supervisor. The holiday may be taken separately or in conjunction with long weekends or annual vacation.
 - ii) The holiday may be taken at any time during the year, **as long as** it is taken on a day that the employee would otherwise be scheduled to work

- iii) At least five (5) days written notice must be given (not to apply in case of an emergency) to the employee's supervisor on a form to be provided. The Employer shall reply to the request not later than three (3) days prior to the day requested. Should the efficiency of the Lodge be interfered with, an alternate day will be mutually agreed upon between the employee and his supervisor at that time.
- iv) **An** employee who has not taken **or** indicated a date for his floating day by December 1st in any year, shall be given a day off prior to January 1st next.

18.02

Compensation for Holidays Falling on Scheduled Day Off

An employee shall be paid for holidays specified in 18.01 whenever such holiday is observed on the employee's scheduled day off and the employee does not work on that day.

As an option to the foregoing, the employee may, within the succeeding thirty (30) day period, be provided with a day off with pay, at a time agreeable to him and the Employer, provided a request therefor is given to the Employer prior to the applicable pay week.

18.03

Work on a Holiday

For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to his pay for a regular work day. **An** employee required to work on any such holiday shall, in addition to his regular pay for the holiday, be paid at the rate of time and one-half for each hour so worked.

In order to qualify for any of the above holidays, an employee must have worked on his last scheduled work day immediately preceding, and work the scheduled work day immediately following the holiday, unless absence is due to an authorized leave of absence for which the employee is entitled to remuneration at his regular rate of pay.

The employee may, with the concurrence of the Employer, substitute another working day for the holiday, and which may be done to coincide with an annual vacation period, other than during the months of July and August, that is scheduled within the same year, and provided that not more than five (5) such days are utilized to supplement annual vacation entitlement.

A shift for which the majority **of** the hours **worked** are in the twenty-four (24) hour period **of** any of the holidays stated **in** Article 18.01 **hereof**, shall be recognized **as** the **shift** being applicable **for** compensation at **the rate** of time and one-half **as** provided herein.

Statutory Holiday Pay for Part-time and Seasonal Employees

(a) A part-time or student employee shall be entitled to remuneration that is equal to his pay for a regular work day for the holidays stated in 18.01, excepting the floating day only

- i) he has been employed for three (3) months or more;
- ii) works on at least twelve (12) days **within** the four (4) weeks preceding the holiday;
- iii) works on his scheduled day of **work** preceding and following the holiday.

- (b) A part-time or student employee that is required to work on any of the days stated in 18.01, excepting the floating day, shall be paid at the rate of time and one-half for each hour so worked, in addition to the compensation that is provided under Paragraph (a) above, if the employee qualifies for such holiday pay.
- (c) The hours of each of the shifts worked by an employee in the period of four (4) weeks preceding the holiday shall be totalled and the average thereof shall be utilized to determine a regular work day for the purpose of this article.

ARTICLE 19 - VACATIONS

19.01 Length of Vacations

All employees shall receive annual vacation with pay, in accordance with years of employment, as follows:

Less than one year: 5/6 Working days for each month

One Year or more: Two (2) weeks

In the calendar year of the 3rd anniversary and each year thereafter: ~~Three~~ (3) weeks

In the calendar year of the 8th anniversary and each year thereafter: Four (4) weeks

In the calendar year of the 15th anniversary and each year thereafter: Five (5) weeks

In the calendar year of the 25th anniversary and each year thereafter: ~~Six~~ (6) weeks

All vacations shall be taken by arrangement with employee's supervisor, commencing in the calendar year subsequent to the **year of** employment.

19.02 Compensation for Holidays Falling Within Vacation Schedule

An employee shall be paid **for** holidays specified in 18.01 whenever **such** holiday is observed during an employee's scheduled vacation period in addition to vacation pay entitlement.

As an option to being paid for the holiday **as per the** foregoing, the employee shall be provided with a day off with pay to coincide with vacation entitlement provided a request therefor is given to the Employer prior to the scheduling of vacation.

19.03 Calculation of Vacation Pay

Annual vacation pay for full-time employees under Paragraph 19.01, shall be paid for each week of vacation entitlement at the greater of:

- (a) the rate in effect during the vacation period; or
- (b) 2% of gross annual earnings based on the preceding calendar year.

Annual vacation pay for part-time and student employees for each **week** of vacation entitlement shall be on the basis of 2% of the employee's gross earnings in the calendar year immediately preceding the year in which vacation is taken. Vacation **pay** for part-time or student employees, with less than one year since date of employment, shall be in accordance with The Employment Standards Act.

19.04 Vacation Pay on Termination or Retirement

Vacation allowance on termination of employment shall be the amount accrued at the date of termination.

19.05 Preference in Vacation

If vacations are requested during the months of July and August, they shall be granted on the basis of departmental seniority, excepting nursing, which shall be on a unit basis.

19.06 Vacation Schedule

Vacation schedules shall be posted by May 1st of each year, and shall not be changed unless mutually agreed by the employee and Employer. Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacations, prior to April 1st of each year.

19.07 Time ~~Off~~ for Vacations

Employees, other **than** those employees who are regularly employed for twenty-four **(24)** hours or less per week and students employed during the school vacation periods, shall be required to take time **off** from work for annual vacation entitlement.

19.08 Unbroken Vacation Period

An employee's vacation entitlement shall be scheduled to provide **for** an unbroken period, unless otherwise mutually **agreed** upon by the Employer **and** the employee concerned.

19.09 Deferment of Vacation Entitlement

An employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week, to the next succeeding year, providing **the** employee has an annual entitlement of more than two **(2)** weeks.

- 19.10 Approved Bereavement Leave During Annual Vacation
When an employee submits proof that he qualifies for bereavement leave during his period of annual vacation, there shall be no deduction from accrued vacation credits for such absence. The period of vacation ~~so~~ displaced by such bereavement leave, shall either be added to the vacation period or reinstated for use at a later mutually agreed date.
- 19.11 Illness During Vacation
When an employee's scheduled vacation is interrupted by a serious illness that requires the employee to be an in-patient in a hospital, the period of such illness shall be considered as sick leave. The portion of the employee's vacation which is deemed to be sick leave, under the above provision, will not be counted against the employee's vacation credits.

ARTICLE 20 - SICK LEAVE PROVISIONS

- 20.01 Sick Leave Defined
Sick leave means the period of time **an** employee is absent from work, with or without full pay, by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under The Worker's Compensation Act.
- 20.02 (a) All continuous fulltime employees who have completed the probationary period of employment, and who are absent from work by virtue of being sick or disabled because of an injury for which compensation is not payable under the Workers' Compensation Act, shall, effective November 1, 1991, be eligible for sick leave benefits as follows:
- i) One hundred percent (100%) of regular salary for the first five (5) working days of such absence in the period of twelve (12) months that commences on November 1st of each year.
 - ii) Seventy-five percent (75%) of regular salary for all additional sick leave that occurs within such period to a maximum of eighty (80) working days.
 - iii) Sick leave that extends beyond a period of one hundred and nineteen (119) consecutive calendar days (elimination period) shall be subject to long term disability insurance with a benefit equal to seventy percent (70%) of regular salary, to a maximum of \$3,000.00 per month, less any disability benefits payable under another plan(s) to which contributions were made by the Employer. **An** employee in receipt of long term disability benefits shall not be entitled to any of the remuneration referred to in items (i) and (ii) hereof. Long term disability benefits in excess of \$2,000.00 per month shall be subject to the employee providing the insurer with medical evidence that is satisfactory to the insurer.

- (b) Commencing in 1992 an employee who is not in receipt of long term disability benefits, and who does not utilize his entitlement to the benefit referred to in (i) either in whole or in **part**, shall receive payment equal to fifty percent (50%) of his regular salary for each of the unused days at the conclusion of the stated period of twelve (12) months.
- (c) Sick leave credits, as at October 31, 1991, for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer to the short term/long term sick leave plan. The sick leave bank shall be utilized to:
 - (i) Supplement payment for sick leave days under the short term sick leave plan which would otherwise be at less than full wages.
 - (ii) **An** employee's accumulated credits shall be reduced by 0.25 days for each day that the short term disability benefits is supplemented by utilizing accumulated sick leave credits.
 - (iii) Upon termination of employment, an employee with more than five consecutive years of service **as** at November 1, 1991, shall be entitled to payment, or in the case of death his estate, of **an** amount that is equal to one-half of his then remaining accumulated credits, computed on the salary received at the time of termination, and which payment shall not exceed the equivalent of six (6) month's salary.
- (d) **An** employee who is in receipt of the long term disability insurance that is provided herein shall be considered to be on Leave of Absence without entitlement to any other benefits of the Collective Agreement except that the employee may choose to continue benefits under Article 23.02 by paying the full costs associated with the continuation of such benefits coverage.
- (e) For a period of not more than twelve (12) months, leave of absence for long term disability shall, for seniority purposes, be considered **as** service in the bargaining unit.

20.03

Proof of Illness

- (a) **An** employee who is unable to assume his employment responsibilities due to illness, shall notify the Employer of such absence at least one (1) hour before his scheduled work shift, and failure to do so shall result in forfeiture of any entitlement to sick leave compensation, unless such failure can be justified.
- (b) **An** employee may be required to produce a certificate from a medical practitioner for any illness in **excess** of three (3) working days, certifying that he was unable to carry out his duties due to illness.

- 20.04 Supplement to Worker's Compensation Benefits
An employee who is absent from work as a result of accidental bodily injury arising out of or in the course of his employment, and **is** or becomes entitled to indemnity in accordance with the provisions of The Worker's Compensation Act, shall be entitled to a payment equal to 10% of his regular wage rate on a daily basis during the receipt of such benefits. For each day the employee receives such pay, the Employer shall deduct a 1/8 day from the employee's accumulated sick leave credits. The payment of any amount by the Employer, shall not exceed the accumulated value of the employee's sick leave credits.
- 20.05 Sick Leave Records
Immediately after the 31st day of March in each year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to his credit.
- 20.06 Exclusion to Sick Leave Provisions
The provisions of this article shall not apply to employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 Grievance and Arbitration Pay Provision
Representatives of the Union who are in the employ of the Employer, shall not suffer any loss of pay or benefits for time involved during Steps 1, 2, 3, and 4 of the established procedures for settling grievances.
- 21.02 Leave of Absence for Union Functions
Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies, shall be allowed leave of absence without pay but with benefits.
- 21.03 Leave of Absence for Fulltime Union or Public Duties
- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority **so that the employee** may be a candidate in **federal**, provincial, or municipal elections.
 - (b) **An** employee who **is elected** to public **office** shall **be** allowed leave of absence without loss of seniority during **his** term of office.
 - (c) **An** employee who **is** elected or selected for a fulltime position with the Union, or any body with which the **Union is** affiliated, shall be granted leave of absence without loss of seniority for a **period of up to two (2) years**.

21.04

Bereavement Leave

An employee shall be entitled to bereavement leave, as herein provided, and which shall be taken to coincide with the funeral of the deceased person:

- i) Spouse, including common-law spouse as defined herein, son or daughter, mother, father, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and grandchildren- three (3) working days.

One of the above days of bereavement leave entitlement may be taken for spring interment where such is the case.

A common-law spouse shall be a person who is cohabitating with the employee for a period of not less than six (6) months, and provided the name of such common-law spouse was filed with the Employer at the conclusion of such period for recognition as the employee's common-law spouse.

An employee filing the name of an individual for recognition as the common-law spouse for bereavement purposes, shall forfeit any right to such entitlement for separated or divorced spouse.

- ii) Where the services occur outside the **area**, such leave may include reasonable travelling time, at the discretion of the Employer.
- iii) Other relatives - 1/2 day, when required to serve as a pallbearer at the funeral thereof

Bereavement leave shall be without loss of pay or benefits, and will also apply to part-timers for days they are scheduled to work.

21.05

Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to **an** employee who serves **as** a juror in any **court**. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by **an** employee required to Serve **as** a **court** witness in any legal procedures in which the Employer is a part to such proceedings, shall be considered as time worked with entitlement to the regular rate of pay. The provisions of **this** section shall not apply to employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.

21.06

General Leave

An employee shall be entitled to leave of absence without pay, and without loss of seniority, when he requests such leave for good and sufficient cause. Such request shall be submitted in writing for the consideration of the Employer, and shall not be withheld unjustly and be for a maximum of one (1) year.

21.07

Pregnancy and Parental Leave

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 birth of the child or the date the child first came into the care and 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 the 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 earliest 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 23.00 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 four (4) weeks written notice confirming her intention to resume her employment on the expiration of a leave of absence granted to her under Article 21.07 and on her return to work, the Employer shall reinstate the employee to her former position if it still exists or to a comparable position if it does not.

21.08 Leave for Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations pursuant to courses required to meet standards or upgrade the employee's qualifications for service within the Home.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

- (a) The Employer shall pay salaries and wages bi-weekly in accordance with Schedules "A" and "B" attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with a statement of his wages, overtime and other supplementary pay, and deductions.
- (b) Any error or omission of more than \$25.00 to an employee's wages shall be corrected and paid within one (1) week of the error being detected.

22.02 Pay on Temporary Transfers - Higher Rated Jobs

When **an** employee is required by the Employer to substitute or relieve in a higher rated job for a period of one shift or longer, such employee shall be entitled to the rate of pay established for the applicable position during the period of substitution. The employee, when relieving outside the bargaining unit, shall receive **an** amount equal to 10% above his regular rate of pay.

22.03 Pay on Temporary Transfers - Lower Rated-Jobs

An employee temporarily **assigned** to a position paying a lower wage, shall not have his rate reduced during such period of employment.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Pension Plan

In addition to the Canada Pension Plan, every employee, with the exception of an employee who is regularly employed for twenty-four (24) hours or less per week and students employed during the school vacation periods, shall, in accordance with existing City policies, join the Ontario Municipal Employees' Retirement System. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

23.02 Hospital, Medical and Dental Insurance

The Employer shall pay such costs as herein provided:

- 1) Group Life Insurance, of no less than one and one-half times annual salary, and a maximum of \$50,000.00, Accidental Death, Dismemberment and Major Medical Benefits - 100%.
- 2) Blue Cross Dental Plan #9, or its equivalent - 100%
[ODA Schedule of Fees shall not be more than three (3) year lag from the current fee schedule]
- 3) Vision Care (Eye Glasses up to \$120.00 per employee for a 24 month period) - 100%

The provisions of this section shall not apply to employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.

ARTICLE 24 - JOB SECURITY

24.01 Restrictions on Contracting Out

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit, except that the Employer **shall** have the right to continue to contract out **work** in the area of security, landscaping and snow removal. It is acknowledged that **this** term will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

ARTICLE 25 - GENERAL CONDITIONS

25.01 No Strikes or Lockout

In view of the orderly procedures established by **this** agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, there will be no strike or stoppage of **work** either complete or partial, and the Employer **agrees** that there will be no lockout.

25.02 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed ~~so~~ that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25.03 Uniforms

Any employee, who by his classification is required to wear a uniform, shall be supplied with such uniforms and the laundering thereof shall be provided by the Employer.

25.04 General Rules of Employment

The Employer shall determine the number of employees needed at any time, and have the right to make and alter, from time to time, rules and regulations to be observed by the employees, but before altering any such rules, the Employer will discuss same with the Labour Management Committee and give the Union representatives thereon an opportunity of making representations with regard to such proposed alterations, and endeavour to obtain mutual agreement thereon.

25.05 Job Descriptions

The Employer agrees to provide the Union with copies of the job descriptions which are applicable to employees within the bargaining unit, and any subsequent changes thereto shall be explained at a meeting of the Labour Management Committee for the benefit of the Union and its membership.

25.06 Classification

When a new classification within the bargaining unit, not covered by Schedule "A" or "B", is established, the rate of pay shall be agreed upon by the parties and inserted in this agreement. Any rate ~~so~~ established shall be retroactive to the time the position was filled by an employee.

Where there is a substantial change in the job content of an existing classification covered in either Schedule "A" or "B" which in reality causes such classification to become **a** new classification, the new rate of pay shall be agreed upon by the parties and added to this agreement. Any rate ~~so~~ established shall be retroactive to the time the matter **was first** raised by the Union with the Employer.

In the event that the **parties** are unable to agree on the **rate of** pay for a new classification or a substantially altered classification, either **party** may refer the matter to arbitration pursuant to Article 11 of the collective agreement. Such **referral** may be made at any time after the parties have met to attempt to agree upon **pay** rates. The arbitration award shall be **based** on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to **the** requirements of **such** classifications.

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation, shall invalidate any portion of this agreement, the entire agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of this agreement for negotiation.

ARTICLE 27 - COPIES OF AGREEMENT

27.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his rights and obligations under it. For this reason, the Employer shall provide, at his own cost, sufficient copies of the agreement within sixty (60) days of signing.

ARTICLE 28 - GENERAL

28.01 Plural or Masculine Terms

Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context ~~so~~ requires.

ARTICLE 29 - DURATION AND TERMINATION

29.01 This agreement shall be binding and remain in effect from **April 1, 1996** to March 31, 1998 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the **1st** day of April in any year, that it desires its termination or amendment.

29.02 Changes in Agreement

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

29.03 Notice of Changes

Either party desiring to propose changes to **this** agreement shall, within **sixty** (60) days prior to the termination date, give notice in writing to the other **party** of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party **is** required to enter into negotiations for a new agreement.

29.04 Agreement to Continue in Force

Where such notice requests revisions only, the following condition shall apply:

The notice shall state specifically the revisions requested, and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

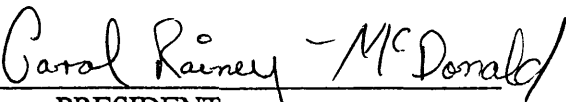
29.05 Retroactivity

Increases to the salary schedule shall be retroactive and paid as and from April 1st, 1996 to all employees in the bargaining unit as and from that date. Any employee as of that date who has since ceased to be an employee shall have a period of thirty (30) days only from the execution of the collective agreement in which to claim from the Employer any adjustment to the remuneration payable. Any new employees hired since that date shall be entitled to a pro-rata adjustment to the remuneration from the date of their employment. The Employer shall be responsible to contact in writing within fifteen (15) days of the release of the arbitration award at their last known address any employee who has left its employ since March 31, 1996 and to advise them of their entitlement to any retroactive adjustment with a copy to the Union. Such employee shall have a period of forty-five (45) days from the date of mailing to claim such adjustment. Former employees who are eligible for retroactive pay must apply by registered letter or by personal attendance at the Employer and shall have a period of thirty (30) days only from the date of the execution of the collective agreement to make a claim against the Employer for retroactive payments.

All retroactive payments shall be made within a maximum of eight (8) weeks from the date the award is released to the parties and if paid within that time, no interest shall be charged. Retroactive payments paid after the eight (8) week period shall include interest calculated at the current bank prime rate on 50% of the total of the retroactive accumulated amount as of the date of payment.

Signed on behalf of the
**CANADIAN UNION OF
PUBLIC EMPLOYEES**
and its LOCAL 1792

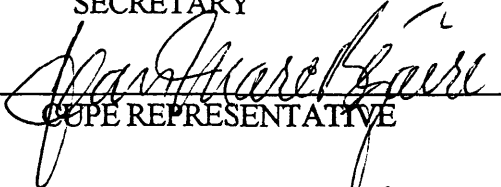
Signed on behalf of the
**CORPORATION OF THE CITY
OF CORNWALL**



PRESIDENT



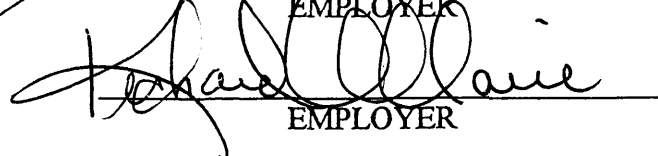
SECRETARY



COPE REPRESENTATIVE



EMPLOYER



EMPLOYER

EMPLOYER

SIGNED this 15th day of December, 1998.

SCHEDULE "A" - FULL-TIME EMPLOYEES

		<u>Initial</u>	<u>1Year</u>	<u>2 Years</u>
Clerk-Receptionist	Apr. 1/96	13.30	13.64	13.91
	Oct. 1/96	13.43	13.77	14.05
Storekeeper	Apr. 1/96	14.19	14.52	14.83
	Oct. 1/96	14.33	14.67	14.97
Adjuvant	Apr. 1/96	13.92	14.27	14.53
	Oct. 1/96	14.06	14.41	14.68
Co-ordinator of Crafts & Activities	Apr. 1/96	13.31	13.66	13.93
	Oct. 1/96	13.44	13.79	14.07
Craft/Activities Assistant	Apr. 1/96	12.98	13.33	13.60
	Oct. 1/96	13.11	13.46	13.74
Maintenance Staff	Apr. 1/96	13.32	13.65	13.93
	Oct. 1/96	13.45	13.78	14.07
Housekeeping Staff	Apr. 1/96	13.27	13.61	13.89
	Oct. 1/96	13.40	13.75	14.03
Dietary Staff, including Helpers and Porters	Apr. 1/96	13.29	13.61	13.90
	Oct. 1/96	13.42	13.75	14.04
Seamstress & Laundry Helper	Apr. 1/96	13.26	13.60	13.88
	Oct. 1/96	13.39	13.74	14.01
cooks	Apr. 1/96	13.92	14.27	14.54
	Oct. 1/96	14.06	14.41	14.69
Health Care Aides, Resident Services and Porter	Apr. 1/96	13.56	13.93	14.20
	Oct. 1/96	13.70	14.07	14.34
RPN.'s	Apr. 1/96	13.96	14.30	14.57
	Oct. 1/96	14.10	14.44	14.72
Laundry Co-ordinator	Apr. 1/96	13.59	13.92	14.21
	Oct. 1/96	13.72	14.06	14.35
Carpenter	Apr. 1/96	14.19	14.52	14.83
	Oct. 1/96	14.33	14.67	14.97

Initial Salary -For employees commencing employment with the Lodge.

1 Year Salary -For employees having completed one year's service with the Lodge.

2 Year Salary -For employees having completed two years' service with the Lodge.

SCHEDULE "B" - EMPLOYEES WHO ARE REGULARLY EMPLOYED FOR TWENTY-FOUR (24) HOURS OR LESS PER WEEK AND STUDENTS EMPLOYED DURING SCHOOL VACATION PERIODS -

Domestic	Apr. 1/96	13.27				
	Oct. 1/96	13.40				
Dietary Helpers/ Porters/Servers	Apr. 1/96	13.29				
	Oct. 1/96	13.42				
Adjuvant	Apr. 1/96	13.92				
	Oct. 1/96	14.06				
Craft/Activity Assistant	Apr. 1/96	12.98				
	Oct. 1/96	13.11				
Health Care Aided Attendants/Porters	Apr. 1/96	13.56				
	Oct. 1/96	13.70				
Seamstress/ Laundry Helper	Apr. 1/96	13.28				
	Oct. 1/96	13.41				
R.N.A.'s	Apr. 1/96	13.96				
	Oct. 1/96	14.10				
Cooks	Apr. 1/96	13.92				
	Oct. 1/96	14.06				
Students	Apr. 1/96	12.12				
	Oct. 1/96	12.24				
Hairdresser	Apr. 1/96	14.13				
	Oct. 1/96	14.27				
Medical Secretary			1 Year	2 Years	3 Years	4 Years
	Apr. 1/96	12.68	13.06	13.43	13.83	14.06
	Oct. 1/96	12.81	13.19	13.56	13.97	14.20

Employees remunerated under this schedule shall be paid an amount ~~that~~ is equal to 14% of the applicable regular hourly ~~rate~~ in lieu of employment benefits that are extended to full-time employees, with the understanding that such percentage ~~is~~ not to be utilized for the calculating of overtime premium.

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF CORNWALL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1792

Pursuant to the Brown Interest Arbitration Award dated March 24th, 1998, the parties hereby agree that effective April 1st, 1997, all employees in the bargaining unit shall receive a wage increase of the same percentage as the total of wage increases under the CUPE central hospital agreement effective between September 29th, 1995 and April 1st, 1997, for hospital employees earning less than \$30,000 annually.

It is also understood that as of the date of signing of this Collective Agreement, the central hospital award has not yet been determined.

SIGNED in Cornwall, Ontario, this 15th day of December, 1998.

FOR THE UNION

FOR THE EMPLOYER

Debbie L. Blain

[Signature]

Shelley Roberts

Richard Allaire

Carol Rainey-McDonald

[Signature]
