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**COLLECTIVE
AGREEMENT**

BETWEEN

**THE CORPORATION OF
THE CITY OF SUDBURY**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6**

**JANUARY 1, 1992
DECEMBER 31, 1993**

APR 15 1993

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COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF SUDBURY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6

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**COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF
THE CITY OF SUDBURY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6**

THIS AGREEMENT made and entered into this 1st day of January, 1992

B E T W E E N :

THE CORPORATION OF THE CITY OF SUDBURY
(Hereinafter called the "Employer")
OF THE FIRST PART

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6
(Hereinafter called the 'Union')
OF THE SECOND PART

ARTICLE 1 - PURPOSE

01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees. to provide machinery for the prompt ~~and~~ equitable disposition of grievances ~~and~~ to establish ~~and~~ maintain satisfactory working conditions, hours of work and wages for all employees who ~~are~~ subject to the provisions of ~~this~~ Agreement.

:02 It is ~~agreed~~ by the parties ~~hereto~~ that every covenant, proviso ~~and~~ agreement shall enure to ~~the~~ benefit of ~~and~~ be binding ~~upon~~ the parties ~~hereto~~, ~~and~~ their assigns, ~~and that~~ all covenants herein shall be ~~construed~~ as being joint ~~and~~ several ~~and that~~ when ~~the~~ context so ~~requires~~ or permits the ~~singular~~ number shall ~~read~~ as if the plural were expressed.

ARTICLE 2 - SCOPE

01 This Agreement shall apply to ~~all~~ employees of The Corporation of the City of Sudbury save ~~and~~ except ~~Forepersons~~, persons above ~~the~~ rank of ~~Foreperson~~, ~~persons~~ regularly employed for not ~~more~~ ~~than~~ twenty-four (24) hours per week, students hired for school vacation periods for recreation ~~programs~~ in the Community Services - Parks and Recreation Section, Temporary outdoor rink ~~employees~~ hired during the winter ~~recreation program~~, those persons excluded by ~~the~~ Scope of any other ~~subsisting~~ Collective Agreement entered into by ~~the~~ Employer and those persons ~~cove~~d by any ~~other~~ ~~sub~~sisting Collective Agreement entered into by the Employer.

2:02 Management Personnel outside the Scope of this Agreement shall not perform the duties of the employees within the Scope of the Agreement, except for the purpose of instruction, experimentation or during an immediate emergency.

ARTICLE 3 - UNION RECOGNITION

3:01 The Employer hereby recognizes the Union as the Sole Collective Bargaining Agent for all employees covered by Article 2 - Scope in respect to hours of work, wages, and all other conditions pertaining to this Agreement.

ARTICLE 4 - DISCRIMINATION

4:01 No Discrimination

There shall be no discrimination practised by either the Employer or the Union against any employee because of the Employee's age (as defined in the Ontario Human Rights Code), race, religion, creed, colour, place of origin, sex or marital status, family relationship, political affiliation, place of residence, participation or non-participation, membership or non-membership in the Union.

There also will be no coercion practised by the Employer or the Union.

4:02 Sexual Harrassment

Neither the Employer nor the Union condone the practice of sexual harrassment and any such claim shall be referred jointly by the two parties to the Ontario Human Rights Commission.

4:03 Union Membership

No person shall be required, as a condition of employment, to become or remain a member of the Union or any other organization.

4:04 Union Activities

No employee shall conduct Union activities during normal working hours other than as specifically permitted by this Agreement or with the permission of the Commissioner of Human Resources. This article shall not prevent employees from engaging in casual conversation relating to Union affairs.

ARTICLE 5 - RESPONSIBILITY OF EMPLOYEES

General Welfare of Citizens

It is recognized that ~~the~~ Employer Administration is responsible for the safety, health, comfort, and general welfare of the citizens, ~~therefore, the employees recognize they must be~~ prepared to assist in carrying out the services of the Employer whenever it is reasonable to do ~~so~~.

Disputes

This responsibility to the citizens is ~~the~~ responsibility of ~~the~~ Employer and requires that any dispute arising over the interpretation of the ~~terms~~ of this Agreement ~~be~~ adjusted and settled in an orderly manner without interruption to the said services to the citizens; ~~therefore, the employees agree~~ that if any differences with ~~the~~ Employer occur during the time period of this Agreement, ~~the same will be~~ dealt with under the Grievance Procedure hereinafter ~~set~~ forth.

Change of Address or Telephone Number

It shall ~~be the~~ responsibility of all employees to ~~notify the~~ Office of the Commissioner of Human Resources within five (5) calendar days of any change in address or telephone number.

ARTICLE 6 - EMPLOYER RIGHTS

The Union agrees that it is the exclusive right of the Employer to:

- (1) Maintain order, discipline, and efficiency.
- (2) Hire, lay off, classify, direct, transfer, promote; and for just cause to suspend, discipline, demote or discharge employees.
- (3) Generally to manage the enterprises in which the Employer is engaged, and without restricting the generality of the foregoing to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and the number of persons to be employed.

The Employer agrees that ~~these functions~~ shall be executed in a manner consistent with the terms and provisions of the Collective Agreement and subject to the right of the employee or the Union to lodge a grievance as set forth herein.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7:01** In view of ~~the~~ orderly procedure established ~~herein~~ for the disposition of employee's complaints and grievances, ~~the~~ Employer agrees that it will ~~not~~ cause or direct any lockouts of its employees for the duration of this Agreement.
- 7:02** The Union agrees that it will ~~not~~ cause, authorize or sanction nor permit members to cause or take part in any sit-down, stay-in or slowdown in a Department or a strike or stoppage of any of the Employer's operations or any curtailment of work or restriction of or interference with work or any picketing of the Employer's premises during the term of this Agreement. The Employer further agrees that the Employer may discharge any employee who causes or takes part in any such action.
- 7:03** The words "strike" and "lock-out" shall be defined as in the Ontario Labour Relations Act, Chapter 228, R.S.O. 1980, as amended from time to time.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 (1) Definition of Grievance

Within the terms of this Agreement, a grievance shall be defined as a difference arising between the employee, the Union, or both, and the Employer, to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

(2) Grievances in Writing

All grievances shall be in writing and all replies to all stages shall also be in writing.

(3) Calendar Day - Definition

Calendar Day as referred to in this Article shall mean a day other than Saturday, Sunday, or a Holiday under Article 15.

(4) Signatures

An employee grievance must be signed by the aggrieved employee and a General Grievance must be signed by an executive member of the Local.

8:02 Complaint Stage

- (I) It is understood that an employee has no grievance until the Employee has first given his or her foreperson an opportunity to adjust the complaint. In discussing the complaint, the employee may be accompanied by a Steward. When an employee is absent from work the complaint may be presented to his or her Foreperson by a Steward.

(2) Any employee's complaint which is not settled by the Employee's immediate Foreperson within two (2) calendar days shall then commence at Stage I of the Grievance Procedure.

Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee of Local 6, which shall consist of employees of the Employer. The members of such a Committee shall be communicated to the Employer.

STAGE I

The aggrieved employee(s) shall submit the written grievance to a member of the Union Grievance Committee. The Union Grievance Committee shall determine if the grievance is justified and whether both the Union and the aggrieved employee(s) wish to proceed to Stage 2. The grievance may then proceed, provided that no more than twenty (20) calendar days have elapsed since the occurrence of the alleged grievance.

STAGE 2

A member of the Union Grievance Committee shall take the written grievance to the applicable Director who shall within five (5) calendar days meet with the Grievance Committee during working hours to discuss and attempt to settle the grievance. Grievances that are not settled within five (5) calendar days of the meeting shall be referred back to the Union Grievance Committee.

STAGE 3

The Union Grievance Committee shall reconsider the grievance and the Employer's reply at Stage 2 and decide within five (5) calendar days whether to proceed with the grievance to the respective Commissioner. If the Grievance Committee wishes to proceed, the Commissioner shall meet during the Commissioner's working hours with not more than three (3) members of the Grievance Committee and the Grievor within seven (7) calendar days of notification by the Grievance Committee. Failing settlement at this stage within five (5) calendar days, Stage 4 may be invoked.

STAGE 4

The Union Grievance Committee of not more than three (3) members, the Grievor, a National Representative and/or Legal Counsel may then take the matter up with City Council or its designated representatives. Failing settlement at this stage within fourteen (14) calendar days, then the matter may be referred to Arbitration, as provided in Article 9, provided that no more than thirty (30) calendar days have elapsed since the date of decision by City Council or its designated representatives.

8:08 GENERAL GRIEVANCES

(1) Complaint Stage

It is understood that there is no General Grievance until the Commissioner of Human Resources and the Commissioner concerned have had an opportunity to adjust the complaint. Such complaints to be satisfactorily settled within ten (10) calendar days from receipt of the complaint or it may then be immediately implemented under Article 8, Stage 4.

(2) Submission of Grievance

Any differences arising directly between the Union and the Employer concerning the interpretation, application, administration, or the alleged violation of the provisions of this Agreement may be submitted by either party the other at Stage 4 of the Grievance Procedure. It is agreed and understood that the provisions of this clause shall apply mutatis mutandis:

8:09 Management General Grievance

It is understood that no General Grievance can be formalized and submitted by the Employer Administration until a written complaint concerning the difference has first been submitted by the Commissioner of Human Resources to the Sectional Vice-President and the Local Executive have had opportunity to settle the difference as per the following procedure:

- A) On receipt of a written complaint from the Commissioner of Human Resources, the Local Executive shall have two (2) weeks from receipt of the complaint to meet with the Commissioner of Human Resource and other members of the Employer Administration concerning same and to settle same.
- B) A written answer shall be given by the Local Executive within two (2) weeks of the meeting.
- C) Failing settlement at this stage, then the matter may be referred by the Employer Administration on behalf of the Employer to Arbitration in accordance with Article 9 of this Collective Agreement provided that no more than four (4) weeks have elapsed since the date of decision by the Local Executive.

8:10 Discharge, Suspension and Discipline Cases

- (I) An employee may be discharged, suspended or disciplined, for just cause and if the Employee believes he or she has been unjustifiably discharged, suspended or disciplined, the Employee may have the grievance processed under the Grievance Procedure starting at Stage 2, if presented in writing within seven (7) calendar days after the date of discharge, suspension or discipline. If it should be settled finally in the grievor's favour, reinstatement and pay adjustments shall be made at the Employee's regular basic rate (less amounts earned during time

lost) for ~~the~~ hours per ~~week~~ or any other arrangement which is just and equitable in the opinion of the conferring parties or in ~~the~~ opinion of a **Board of Arbitration** if the matter ~~is referred~~ to such a Board.

- (2) When suspending an Employee without pay for disciplinary reasons, ~~the~~ Employer may defer the actual suspension without pay until ~~after~~ any grievance ~~has~~ been **processed to** its finality, including arbitration, however, ~~for purposes~~ of a disciplinary record, ~~the date of~~ the disciplinary action will ~~be acknowledged as~~ the **date of the** Letter of Discipline.

Time Limits

It is ~~agreed and understood by~~ both parties, hereto, that there shall ~~be no extension to the time~~ limits as outlined in the ~~Grievance Procedure~~ unless by mutual consent which consent shall not ~~be~~ arbitrarily ~~or~~ **unreasonably** withheld by either party to this **Agreement**.

Notification of Dissatisfaction

The Employer shall notify ~~an~~ employee of dissatisfaction concerning the Employee's activities which ~~may~~ reflect on ~~the~~ Employee's employment with ~~the~~ Employer within twenty (20) working days of ~~the~~ occurrence.

Disciplinary Notices

Any notice of disciplinary action shall ~~be disregarded after a period of~~ **eighteen** (18) consecutive months, provided that no further disciplinary action has been recorded.

Access In Personnel File

It shall ~~be the~~ right of each employee upon sufficient notice ~~and~~ at reasonable intervals to have access to ~~and~~ review ~~the contents of the~~ Employee's personnel file, including ~~the attendance records, in the presence of the~~ **Commissioner of Human Resources** or designate. ~~With written permission of the~~ employee, **a Union Representative** shall also have the **right** of access to an employee's ~~personnel file, including the Employee's attendance record~~

ARTICLE 9 - ARBITRATION

- 9:01** If any differences of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, it shall be settled by arbitration, as defined in Section 44 (1) or Section 45 (1) of the Ontario Labour Relations Act, R.S.O. 1980, as amended.
- 9:02** When either Party requests that a Grievance can 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 (2) Nominees shall then meet to select an impartial Chairperson.
- 9:03** The above provisions shall apply unless either Party applies for sole Arbitration under Section 45 of the Ontario Labour Relations Act.
- 9:04** If the recipient of the notice fails to appoint a Nominee to the Board or if the Nominees fail to agree on a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.
- 9:05** The sole Arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee or employer affected by it. 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 shall be final and binding upon the Parties. An Arbitration Board/Sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement which it deems just and equitable.
- 9:06** *Expenses*
Each of the Parties hereto shall bear the expense of the Arbitrator appointed by it, and the Parties hereto shall jointly bear equally the expense of the Chairman, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

ARTICLE 10 - UNION SECURITY

0:01 Check-Off of Dues

It is agreed and understood by the parties hereto, that ~~there~~ shall be a compulsory check-off upon ~~all~~ employees who come within the Scope of ~~the~~ Bargaining Unit to which ~~this~~ agreement applies and it shall continue during the period of ~~this~~ contract.

0:02 Amount of Dues

The Employer agrees to deduct dues from the earnings of each employee in the amounts certified by the Union, to be currently in effect, according to its Constitution and By-laws.

0:04 Statement

The Director of Finance/City Treasurer of the Employer, when remitting the dues deducted to the designated officer of the Union, shall include a statement clearly setting forth the names of the employees from whom the dues were deducted. also showing any additions or deletions in staff.

0:05 No Individual Agreements

No contract, written or oral, shall be entered into between the Employer or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions, demotions or any other conditions affecting the welfare of the employees in general.

0:06 Minutes of City Council Meetings

A copy of the Minutes of City Council meetings shall be mailed to the Secretary of the Local and the Staff Representative as soon as they become available.

ARTICLE 11 - SENIORITY

11:01 (1) Seniority is defined as the length of continuous service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.

Therefore, the parties recognize:

- (a) The right of the employees to fair and just consideration in light of their length of continuous service and their qualifications.
- (b) The right of the public to be served by qualified persons.

Therefore, the parties agree that:

In matters of promotions, demotions, transfers, lay-offs and recalls, the following factors shall be considered:

- (a) Length of continuous service.
- (b) Knowledge, efficiency, ability of the applicant and qualifications as contained in the job descriptions.

When factor (b) is relatively equal in the judgment of the Employer, which judgment shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

(2) Should circumstances require a reduction of employees; Summer Student Employees shall be laid off first, Temporary Employees shall be laid off secondly. Probationary Employees shall be laid off thirdly and then commencing with those Permanent Employees with the least seniority.

(3) When Permanent employees are laid off under this Article and positions again become available with the Employer, the Permanent Employees who are capable of performing the required duties shall be called back on a seniority basis.

(4) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no right of recall for Probationary, Temporary or Summer Student Employees who are laid off under this Article.

(5) When employees are to be recalled by the Employer they shall be notified by registered mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer and, if they fail to report within fifteen (15) calendar days after the receipt of such notice, the Employer shall not be under any obligation to re-employ them.

1:02 Probationary Period

A newly hired Probationary Employee shall be on probation for a period of ~~three~~ (3) months from the date of hiring. The employment of such employee may be terminated at any time during the probationary period, without recourse to ~~the~~ Grievance Procedure, unless ~~the~~ Union ~~claim~~ discrimination as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

1:03 (1) Seniority List - Permanent Employees

A Seniority List of all Permanent Employees covered by this Agreement shall be posted in January each year. This list will show all Permanent Employees within the Bargaining Unit in order of seniority stating the Employee's Number, Name, Job Classification and Date of Latest Entry into the Employ of the Employer including continuous service as a Temporary Employee. Copies of this Seniority List will be posted on all bulletin boards and copies will be supplied to the Union. It is agreed and understood by the parties that the Union will be supplied with a second seniority list each calendar year upon written request.

(2) Seniority List - Probationary & Temporary Employees

A list of all Probationary and Temporary Employees covered by this Agreement shall be posted in January each year. This List will show all Probationary and Temporary Employees, stating the Employee's Number; Name; Job Classification; Probationary or Temporary Status; and Date of Latest Entry into the Employ of the Employer. Copies of this seniority list will be posted on all bulletin boards and copies will be supplied to the Union.

(3) Second List

It is agreed and understood by the parties that the Union will be supplied with a second seniority list each calendar year upon written request.

(4) List of Summer Student Employees

A list of all Summer Student Employees covered by this Agreement shall be posted in July each year. This List will show all Summer Student Employees stating the Employee's Number, Name, Job Classification and date of Latest Entry into the Employ of the Employer. Copies of the List mentioned above will be posted on all bulletin boards and copies will be supplied to the Union.

(5) Seniority Protests

Protests with regard to the above mentioned lists shall be submitted in writing to the **Commissioner of Human Resources** within **thirty (30) calendar days** of the date the lists are posted on bulletin boards. When proof of error is presented by the employee or the Employee's representative, such error will be corrected and when so corrected the agreed upon correction shall be final. **Once the seniority standing of a Permanent Employee is confirmed by the first posting of the Seniority List, no further requests for changes in the seniority standing shall be made. No change in the seniority status of an employee shall be made unless agreed to by the Union.**

11:04 Notice of Lay-Off

A Notice of Lay-off shall be given in accordance with the terms of the Employment Standards Act. If the employee laid off has not had the opportunity to work the period of notice of lay-off specified in the Employment Standards Act, the Employee shall be paid in lieu of work for that part of the notice during which work was not made available to him.

ARTICLE 12 - LOSS OF SENIORITY

12:01 Seniority rights shall cease, and employment shall be terminated for any of the following reasons;

1. Voluntary resignation;
2. Discharge for just cause;
3. Failing to report as required by Article II - 11:01(5) of this Agreement;
4. (a) For a Permanent Employee who has completed less than five (5) years of continuous service, after a lay-off extending for a period of more than twelve (12) consecutive months;
- (b) For a Permanent Employee, who has completed five (5) or more years of continuous service, after a lay-off extending for a period of twenty-four (24) or more consecutive months, however, the Parties agree that the Benefit Plans outlined in Article 22 hereof will cease to be operative following twelve (12) months of lay-off
5. For a Probationary, Temporary or Summer Student Employee after any lay-off;
6. Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE 13 - JOB POSTING

3:01 (1) *Vacancies & Newly-Created Positions*

All vacancies and newly created positions, which the Employer intends to fill, except for Labourer positions, shall be posted on all applicable Bulletin Boards and at any available construction site where a group of employees are working for a minimum of seven (7) calendar days during which time the Permanent Employees will have an opportunity to apply and be duly considered for such positions. In ranking order, Probationary Employees shall receive second consideration, Temporary Employees shall receive third consideration, and Non-Employees shall receive fourth consideration.

(2) *Contents and Posting Period*

A Job Posting shall contain the following information: The position, Section, initial reporting location, summary of duties, qualifications as per the job description, shift and wage rate. The posting period shall begin within seven (7) calendar days of the date the vacancy occurs and the notice will be posted after the selection period of seven (7) calendar days following the removal of the notice of posting, for a seven (7) calendar day period naming the successful applicant, if any.

(3) *Trial Period*

The successful applicant to a job posting shall be placed on an appropriate trial period within the job classification. The length of this trial period shall be based on the applicant's performance within the job classification and in any case, shall be no longer than three (3) months. Upon completion of the said trial period and if the applicant's performance has proven satisfactory, the successful applicant's position shall be confirmed.

(4) *Performance During Trial Period*

In the event the successful applicant's performance proves unsatisfactory or for bona fide reasons the employee is unable to remain in the new position during the aforesaid trial period, the Employee shall revert to the Employee's former Job Classification held immediately preceding & Employee's selection without any loss of seniority. The Employee's rate of pay shall then be adjusted to the current basic rate of pay for the Job Classification into which the Employee has reverted.

(5) In the event that the performance of a successful applicant or appointee to a higher rated position outside the Scope of this Agreement proves unsatisfactory during the trial period for that position, then the said applicant shall revert to the former Job classification held immediately preceding such promotion without any loss of seniority provided that no more than six (6) months have elapsed.

(6) Any other employee promoted or transferred because of re-arrangement of positions shall **also revert** to the employee's **former job** classification held immediately preceding the employee's selection of appointment without any loss of seniority. The employee's **rate of pay** shall then be adjusted to the current basic rate of pay for the job classification into which the employee **has reverted**.

(7) Limited Position

A Limited Position shall **mean** a position which is for a limited duration not to exceed six **(6)** months or such longer **period** as may be mutually **agreed** upon between the Employer and the Union. Such mutual agreement shall not be **arbitrarily** or unreasonably withheld.

(8) The Job Posting with regard to a Limited Position shall indicate the estimated probable duration of such position and the successful applicant shall **be paid the** then current rate for any Statutory Holidays **as outlined and subject to Article 15** or for any of his **Vacation** or Sick Leave periods which may occur only during the duration of the Limited Posting.

(9) A Permanent Employee filling a limited position, shall, on termination of the said limited position, revert to the permanent job classification held immediately preceding the employee's selection for the limited position with the right to displace **any** Temporary Employee in the **previous** limited position. Such employee shall receive the rate of pay of the limited position only for the duration of the limited position concerned.

(10) An employee filling a Limited position, who then successfully applies for a subsequent Limited position, will no longer **be entitled to** the original Limited position, which position shall immediately **be re-posted**.

(11) Written Notice

The Employer shall **give written notice to the Union** of a decision to **postpone or not to fill** a vacancy **at** this time within five **(5)** calendar days after the vacancy occurs.

(12) Short Term Vacancy

Temporary vacancies, such as those caused by an employee's absence due to an accident, injury, illness, sickness, vacation, leave of absence, or temporary transfer shall not **be posted**. Such temporary vacancies shall be filled at the discretion of the Employer for a period not to exceed twenty **(20)** working days. The Employer, prior to assigning an employee to such temporary vacancy, shall give consideration to the most senior qualified employee having regard to the immediate efficiency of Employer operations. If a temporary vacancy continues to exist beyond twenty **(20) working days** the vacant position will then be posted and filled in accordance with Article 13.

1:02 New Classification

- (1) The Union shall **be** notified in writing by the Employer **of** any new Classification **before** a position within the **new** Classification is **posted**.
- (2) The **rate of pay and job** descriptions **for** newly **mated Job** Classifications not covered by Schedule "A" to this Agreement shall **be** developed **by** a "Joint Rating Committee" **of the** Union **and** the Employer within a period of thirty (30) calendar days. This "Joint Rating Committee" shall **be** composed of not more **than three** (3) **representatives** of the Union **and** not more **than three** (3) representatives of the Employer. If the "Joint Rating Committee" cannot agree **on the rate of pay and job** description, then this difference shall **be** submitted in the form of a General Grievance **and settled** pursuant to the Grievance **Procedure for General Grievances and, if necessary, Arbitration** under Articles 8 **and 9** respectively of **this** Agreement.
- (3) If the parties fail to reach an agreement within **fifteen** (15) calendar days, the Employer may proceed with the implementation of the new classification, subject to the terms of Articles 8 **and 9 of the** Agreement.

ARTICLE 14 - LEAVE OF ABSENCE

1:01 Salary Representative of the Union

Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without **loss** of seniority **and** without pay while **so** engaged, **provided** written request is made by **the** Union.

1:02 Union Business

Subject **to the** approval of **the** Employer, which approval shall not **be** arbitrarily **or** unreasonably withheld, representatives of the employees shall **be** granted necessary leave **of** absence with **pay** during working hours for **the** purpose of **meeting** with **the** Supervisory **Personnel** of **the** Employer for **the** purpose of investigation, **consideration and** adjustment of grievances, or any other business pertaining **to** this **Collective** Agreement.

1:03 Conventions

A maximum of eight (8) duly **appointed** delegates shall **be** granted leave of absence without pay **and** without loss of seniority to **attend** Conventions **and** Seminars of **the** Union upon a thirty (30) day written **notice by the** Union. **The** Union shall endeavour **to** allocate duly appointed delegates **as** evenly as possible between **the** various sections.

14:04 Furloughs and Military Leaves

- (1) The Employer may grant employees furloughs without pay for periods not to exceed three (3) months.
- (2) Prior to taking such a furlough, an employee shall obtain permission to do so in writing from the Employer.
- (3) Should the Employer be unable to grant the employee a requested furlough, the employee will be so advised and will be given the reasons for the decision.
- (4) Unless employees so furloughed report for duty on or before the first working day following the expiration date of such furlough, they shall lose all of their seniority and may be subject to discharge for just cause.
- (5) An extension to a furlough may be granted by mutual consent between the Employer and the Union.
- (6) Furloughs under this Article 14:04 shall not be granted for the purpose of engaging in work outside the services of the Employer except in cases of sickness, disability or other exceptional circumstances.
- (7) Any employee now serving or who hereafter is conscripted to serve in the Armed Forces, shall during the employee's absence, while on military service, be granted a furlough without pay.
- (8) The name of an employee on an authorized furlough shall be continued on the Seniority List.

14:05 Jury and Witness Duty Leave

- (1) Employees subpoenaed to act as Jurors or Witnesses in criminal or civil courts or at a Coroner's Inquest shall be granted leave of absence for such purpose.
- (2) An employee shall be entitled to the Jury or Witness Duty fee or the employee's full salary for the period, whichever is greater.
- (3) If the full salary for the period is greater than the Jury or Witness Duty fee, then to receive his full salary, the employee must first remit to the Employer the full amount of the Jury or Witness Duty fee for the same period.
- (4) The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

(5) In the event that an employee is subpoenaed to act as a juror or witness in a criminal or civil court or Coroner's Inquest as a direct result of the employee's employment with the Corporation and being on approved annual vacation, such time spent as a juror or witness shall be reinstated for further use by the employee at a time mutually agreed between the employee and the employee's immediate supervisor.

4:06 *Candidate for Election*

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall permit, subject to applicable legislation, leave of absence without pay and without loss of seniority so the employee may be a candidate in a Federal, Provincial, or Municipal election.

4:07 *Time to Vote*

In order for employees to vote in Federal, Provincial and Municipal elections, the Employer shall reimburse the employees for the legislated appropriate clear time off with pay for the working time lost.

4:08 *Pregnancy Leave*

(1) Every employee who becomes pregnant shall, in writing, notify her Director of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy as certified by a qualified Medical Practitioner.

(2) Pregnancy Leave shall conform to the provisions of the Employment Standards Act and amendments thereto, however it is agreed and understood that an employee returning to work after a pregnancy leave or a personal leave shall provide the Employer with a minimum notice of fourteen (14) calendar days.

(3) An employee on Pregnancy Leave shall not receive Sick Leave Pay.

(4) *Fringe Benefits During Pregnancy Leave*

For Permanent Employees who qualify for pregnancy leave under this Article, the Employer shall contribute One Hundred percent (100%) of the total premium cost of the benefit plans outlined in Article 22:01 (1) of the Collective Agreement. These benefits will be paid for by the Employer only for the maximum period of time specified for pregnancy leave in Section 36 (1) and (2) of the Employment Standards Act.

(5) Pregnancy leave Supplement

A Permanent Employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to Section 18, Unemployment Insurance Act, R.S.C. 1985, C. U-1, shall be paid a supplement equivalent to the difference between the sum of the Unemployment Insurance Benefit the employee is eligible to receive and Seventy-five percent (75%) of the basic rate the employee is being paid at the commencement of the pregnancy leave.

14:09 Offence Under Highway Traffic Act

An Employee who is charged with an offence under the Highway Traffic Act, while operating a City vehicle, will be granted necessary time off without loss of seniority or benefits to defend him/herself against the charge in court. In the event that the Employee has the charges cleared by the court, the Employer, at its sole discretion, may reimburse payment for loss of time incurred while defending him/herself in court.

14:10 Personal Leave

Employees will be granted Personal Leave Days with pay, at the discretion of the Employer, upon the following terms:

(1) Personal Leave Days will be accumulated on a yearly basis in accordance with an employee's remaining Weekly Indemnity days from the previous year, on the following basis:

Remaining WI Days	Previous Year	Eligible Days
	6	3
	5	2 1/2
	4	2
	3 or less	0

(2) Personal Leave Days shall be utilized within the year following that from which they were accumulated only for the following reasons:

- The day of the Employee's marriage,
- The day of the Marriage of the Employee's child, the Employee's brother or sister,
- A serious flood or a fire within the Employee's household;
- A court appearance for the Employee's divorce,
- The birth of the Employee's Child,
- Moving of the Employee's household,
- A formal hearing to be attended by the Employee to become a Canadian citizen,
- The graduation from university or college of an Employee's spouse or dependants,
- The illness of a dependant child,
- Supplementary bereavement leave.

ARTICLE 15 - HOLIDAYS

15:01 (a) All ~~Permanent~~, Probationary and Temporary employees shall be paid a normal working day's pay at their ~~regular~~ rate for each of the following Holidays except as otherwise provided under Article 15:03. Permanent employees on sick leave of absence with pay shall receive ~~the same~~ consideration and remuneration.

- | | |
|------------------------------|------------------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Holiday | |

15:02 *Proclaimed Holidays*

In addition to the above-noted Holidays, any ~~other~~ Holidays proclaimed by the Lieutenant-Governor ~~&~~ Governor-General shall be ~~subject to the~~ provisions of ~~this~~ Article.

15:03 *Limitation*

Notwithstanding the provisions of this Article, any entitlement to holiday pay therein described will cease when an employee becomes eligible to receive Long Term Disability Benefits or when the employee has been in receipt of Worker's Compensation Benefits for a period of six (6) or more continuous months.

15:04 *Lieu Days*

In the event that a ~~paid~~ Holiday falls on a day as set out hereunder, the following schedule of a day off in lieu with pay shall be observed:

Day Off With	Holiday	Falling On Pay In Lieu
New Year's Day	Saturday & Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday & Monday	Tuesday following

15:05 *Work Performed on Holiday*

Permanent, Probationary and Temporary Employees called upon to work on any of the Holidays provided for under Article 15:01, 15:02 or 15:03 shall, in addition to the day's pay for which they ~~are~~ entitled to be paid, be paid ~~at~~ one and one-half times (1 1/2x) their regular rate of pay For all hours worked with the guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:06 Summer Student Employees

All Summer Student Employees shall be paid a normal working day's pay at their regular rate for each of the following Holidays, except as otherwise provided under Article 15:03:

1. Victoria Day
2. Canada Day

15:07 Summer Student Employees called upon to work on any of the Holidays provided for under Article 15:06 shall, in addition to the day's pay for which they are entitled to be paid, be paid at one and one-half times (1 1/2x) their regular rate of pay for all hours worked with the guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:08 Qualification

- (1) An employee to qualify to be paid for a Holiday or proclaimed Holiday must work his regular shift before and after such Holiday unless said employee be on vacation, compensable accident or sick leave of absence with pay.
- (2) Summer Student Employees to qualify to be paid for a Holiday (as specified in Article 15:06) must work their regular shift before and after such Holiday.

ARTICLE 16 - ANNUAL VACATIONS

16:01 (1) One Year or More of Continuous Service

Every employee who has completed one (1) year or more of continuous service with the Employer on December 31st in any year of the term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to ~~EITHER~~ one hundred and twenty (120) hours at the employee's basic rate of pay in effect on the commencement of the period of absence ~~OR~~ six percent (6%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER.**

(2) Four or More Years of Continuous Service

Notwithstanding 16:01 (1) hereof, any employee who has completed four (4) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to **EITHER** one hundred and sixty (160) hours pay at the employee's basic rate of pay in effect on the commencement of the period of absence **OR** eight percent (8%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER**.

(3) Nine or More Years of Continuous Service

Notwithstanding Article 16:01 (1) and (2) hereof, any employee who has completed nine (9) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to **EITHER** two hundred (200) hours pay at the employee's basic rate of pay in effect on the commencement of the period of absence **OR** ten percent (10%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER**.

(4) Nineteen or More Years of Continuous Service

Notwithstanding Article 16:01 (1), (2) and (3) hereof, any employee who has completed nineteen (19) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to **EITHER** two hundred and forty (240) hours pay at the employee's basic rate of pay in effect on the commencement of the period of absence **OR** twelve percent (12%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER**.

(5) Twenty-four or More Years of Continuous Service

Notwithstanding Article 16:01 (1), (2), (3) and (4) hereof, any employee who has completed twenty-four (24) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during seven (7) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to **EITHER** two hundred and eighty (280) hours pay at the employee's basic rate of pay in effect on commencement of the period of absence **OR** fourteen percent (14%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER**.

(6) Vacation Credits Cease

Notwithstanding the provisions of Article 16:01 (1), (2), (3), (4) and (5), the accumulation of vacation credits will cease when an employee becomes eligible to receive Long Term Disability benefits or when the employee has been in receipt of Worker's Compensation Benefits for a period of six (6) or more continuous months.

(7) Vacation Pay

Notwithstanding anything in the Collective Agreement to the contrary, the Employer shall, in each year, pay each employee any difference between the percentage vacation pay and the straight time vacation pay to which the employee is entitled for that year under Article 16 of the Collective Agreement on the first pay day in May.

16:02 (1) Termination of Employment

Permanent and Probationary Employees upon termination of employment will be entitled to be paid their Annual Vacation accruals under their personal applicable section of Article 16:01 (1), (2), (3), (4) or (5).

(2) Temporary Employees and Summer Student Employees upon termination of employment shall be entitled to vacation pay in accordance with the Employment Standards Act, and amendments thereto.

16:03 Paid Holiday During Vacation Period

Should any of the Holidays provided for in Article 15 fall during an employee's vacation period, the said employee shall be entitled to the extra day's vacation with pay at a time mutually agreed on by the Employee concerned and his immediate Non-Union Supervisor.

16:04 Advance Vacation Pay

Request for advance vacation pay must be in conformance with the City Policy and Form as attached to and forming part of this Agreement as Schedule "B".

16:05 Cancellation of Vacation

An employee's vacation can only be cancelled if the Employer notifies the employee in writing at least thirty (30) calendar days prior to the scheduled commencement of said vacation.

16:06 Change of Vacation Schedule

An employee may request and receive consideration for a change in previously scheduled vacation only if the request is made thirty (30) calendar days prior to the commencement of the scheduled annual vacation.

6:07 Overtime Requirements

- (1) Employees shall not be called upon to perform overtime work after the completion of the employees' last scheduled shift prior to the commencement of vacation and until the first scheduled shift following return from vacation.
- (2) Notwithstanding the provisions of Article 16:07 (1) employees may be required to work overtime continuous with their last scheduled shift prior to the commencement of vacation periods.

ARTICLE 17 - HOURS OF WORK

7:01 TRAFFIC & PARKING

(1) **Parking Lot Attendants**

The normal hours of work for Parking Lot Attendants shall be forty (40) hours per week consisting of five (5) daily eight (8) hour shifts to be worked during the period from Monday to Saturday inclusive. A lunch period of one-half (1/2) hour only shall be included as part of the normal daily scheduled work period. An employee shall receive two (2) consecutive days off per week, one of which days off shall be Sunday.

(2) **Meterperson - Traffic and Parking**

The normal hours of work for the Meterperson-Traffic and Parking shall be forty (40) hours per week with the normal hours per day being 9:00 a.m. to 5:00 p.m. Monday to Friday, inclusive. A lunch period of one-half (1/2) hour only shall be included as part of the normal daily scheduled work period.

- (3) Employees on the direction of their immediate supervisor shall be entitled to a fifteen (15) minute rest period in the first and second half of each shift.

7:02 COMMUNITY SERVICES - Sudbury Community Arena Section

(1) **Maintenanceperson - Sudbury Community Arena**

The regular shift schedule for Maintenanceperson - Sudbury Community Arena shall be as set out in Schedule "D" attached hereto and forming part of this agreement.

- (2) Both parties agree that Schedule "D" attached hereto may be changed by the Employer provided that said changes are posted one (1) calendar week in advance.

(3) The shifts on ~~the~~ aforementioned Schedule shall be:

- (a) A day shift commencing at 8:00 a.m. and ending at 4:00 p.m. with a lunch ~~period~~ of one-half (1/2) hour included as part of ~~the~~ regularly ~~scheduled~~ work period, which lunch ~~period~~ shall be taken on the premises.
- (b) An afternoon shift commencing at 4:00 p.m. and ending at 12:00 midnight with a lunch period of one-half (1/2) hour included as part of ~~the~~ regularly ~~scheduled~~ work ~~period~~, which lunch ~~period~~ shall be taken on the premises.
- (c) A night ~~shift~~ commencing at 12:00 midnight and ending at 8:00 a.m. with a lunch ~~period~~ of one-half (1/2) hour included as part of ~~the~~ regularly ~~scheduled~~ work ~~period~~, which lunch ~~period~~ shall be taken on the premises.

(4) Rest Periods

Employees on the direction of their immediate supervisor shall be entitled to a fifteen (15) minute rest ~~period~~ in the first and second half of each shift.

17:03 COMMUNITY SERVICES - Parks & Recreation Section

- (1) The normal ~~work~~ week for all employees shall consist of five (5) eight (8) hour days from ~~Monday~~ to Friday inclusive for a total of forty (40) hours ~~per week~~. The normal work day for all employees shall not commence before 8:00 a.m. nor finish later than 4:30 p.m. No eight (8) hour ~~shift~~ shall be spread over a period longer than eight and one-half (8 1/2) hours with one-half (1/2) hour ~~off~~ for lunch. Except as herein-after provided the hours of work on a normal work day for all employees shall be from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m.

(2) Lunch Period

A lunch ~~period~~ of one-half (1/2) hour only shall be included as part of the normal daily ~~scheduled~~ work period.

(3) Rest Period

Employees on the direction of their immediate supervisor shall be entitled to a fifteen (15) minute rest ~~period~~ in the first and second half of each shift.

(4) Bell Park, Memorial Park, Queen's Athletic Field

Notwithstanding the provisions of Article 17:03 (1), employees assigned to work at the Bell Park, Memorial Park and Queen's Athletic Field Locations shall be scheduled to work from Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m.

Both parties agree that the hours of ~~work~~ defined in Article 17:03 (4) may ~~be modified to 6:00 a.m. to 2:00 p.m.~~ by mutual consent.

(5) *Roving Clean Up Crews*

Notwithstanding the provisions of Article 17:03 (1), employees assigned ~~to roving~~ clean up crews for designated facilities shall ~~be~~ scheduled to ~~work from~~ Friday through ~~Monday~~ between the hours of ~~6:00 a.m. and 4:00 p.m.~~ from April 15 to October 15 each year.

(6) *Maintenanceperson Arena*

The Regular ~~Shift~~ Schedule for Maintenanceperson - ~~Arena~~ shall ~~be as set out in Schedule "C" attached hereto and forming part of this Agreement.~~

(7) *Cemeteries*

~~The~~ Regular ~~Working~~ Schedule for employees working in ~~Cemeteries~~ shall ~~be as set out in Schedule "I" attached hereto and forming part of this Agreement.~~

(8) *Adanac Ski Hill*

~~The~~ Regular Shift Schedule for employees working at ~~the~~ Adanac Ski Hill shall ~~be as set out in Schedule "J" attached hereto and forming part of this Agreement.~~

7:04 PHYSICAL SERVICES (Maintenance Section)

- (1)** The normal work ~~week~~ for all employees except Garbage Collectors, Garbage Truck Drivers ~~and~~ Regular Shift Employees shall consist of five ~~(5)~~ eight **(8)** hour ~~days~~ from Monday ~~to Friday~~ inclusive, for a total of forty ~~(40)~~ hours per week. ~~The normal work day for all employees except Garbage Collectors, Garbage Truck Drivers, and Regular Shift employees shall not commence before 8:00 a.m. and not finish later than 4:30 p.m. No eight (8) hour shift shall be spread over a period longer than eight and one-half (8-1/2) hours with one-half (1/2) hour off for lunch. In keeping with the immediate efficiency of operation, employees may have their unpaid lunch period adjusted by their immediate Supervisor to be any thirty (30) consecutive minute period to commence between 12:00 a.m. and 1:00 p.m.~~
- (2)** A lunch ~~period~~ of one-half (1/2) hour only shall ~~be included as part of the regularly scheduled work period for Regular Shift Employees.~~
- (3)** Employees ~~on the direction of their immediate supervisor shall be entitled to a fifteen (15) minute rest period in the first and second half of each shift.~~

(4) Regular Shift Employees

Regular Shift Employees shall **be those employees who are assigned to regular shifts as: Janitors, Street Sweepers, Flusher Operators, Mechanical Sweeper Operators, Employees of the Mechanical Group, and Employees on Salting and Sanding Crews between November 1st of one year and April 30th of the next year.**

- (5) The Regular Shift Schedule except for Janitors, shall mean a Schedule established by the Employer for a period of not less than three (3) consecutive weeks. Regular Shift Employees other than Janitors, shall work five (5) daily eight (8) hour shifts in a weekly period of seven (7) days followed by two (2) consecutive days off.**

Both parties agree that the Employer may modify the Regular Shift Schedule provided that a minimum of Seventy-two (72) hours notice is provided to the employee concerned.

Should the Employer modify the Regular Shift Schedule with less than Seventy-two (72) hours notice the Employer agrees to pay the employee at a rate of time and one-half (1 1/2) the regular rate.

- (6) The Regular Shift Schedule for Janitors shall be in accordance with the Schedule attached hereto and forming part of this Agreement as Schedule "G".**

(7) (a) Winter Control Shifts

This provision shall apply to employees assigned to snow plowing and snow loading operations during the period of November 1st of one year to April 30th of the next year. These employees shall have a normal work week commencing at 12:01 a.m. Monday and ending at 11:59 p.m. Friday. Within this period, employees will work an eight (8) hour shift within each twenty-four (24) hour period at their regular rate plus shift differential if applicable. For all work performed on Saturdays employees shall receive time and one-half (1/2) their regular rate per hour and for all work performed on Sundays employees shall receive double time (2x). Such employees shall not receive shift differential for any work performed on Saturdays or Sundays because they shall receive time and one-half (1 1/2) and double time (2x) for Saturdays and Sundays respectively.

(7)(b) Winter Control Shifts (Snow Removal Operations)

Both parties agree that an alternate shift schedule to the conditions set out in Article 17:04 (7) (a) of the Collective Agreement can apply to employees assigned to snow removal operations during the period November 1st of one year to April 30th of the next year.

The normal day shift schedule for snow removal operations shall be between the hours of 8:00 a.m. and 6:00 p.m.

The normal night shift schedule for snow removal operations shall be between the hours of 10:00 p.m. to 8:00 a.m. of the following day.

These employees will have a normal work week commencing at 10:00 p.m., Sunday and ending at 11:59 p.m. Friday. Within this period, employees will work four (4) consecutive ten (10) hour continuous shifts within each consecutive twenty-four (24) hour period at their regular rate plus shift differential as applicable, followed or preceded by three (3) consecutive days off.

For the purpose of this shift schedule, overtime will not be paid from 10:00 p.m. Sunday to 11:59 p.m. Sunday.

Night shift differential will apply from 10:00 p.m. to 8:00 a.m. No shift differential will apply from 8:00 a.m. to 6:00 p.m.

This shift schedule will be assigned to snow removal crews in one week blocks as required by the Employer. Should the Employer require the employees assigned to snow removal operations on this shift schedule for other operations, this shift schedule shall apply to the entire work week.

As part of the normal winter control job posting procedure, the Employer shall post job opportunities for the following snow removal classifications. The selection of the employees shall be in accordance with the terms of the collective agreement:

Sub-Foreperson "A"
Labour Leader
Flagman
Labourer
Operator "B" - Sidewalk Plow

The Employer agrees to post the work schedule for the following week on the Friday preceding the week in question thereby providing the employees with forty-eight (48) hours advance notice.

(8) Garbage Collection

- (a) The parties hereto agree that the Employer will continue its garbage operations on a task system basis for the duration of this contract with a work week of Tuesday, Wednesday, Thursday and Friday.
- (b) When there is a mechanical failure or a failure on the part of the Employer, and the employees are required to work in excess of ten (10) hours, they shall be paid overtime as provided herein. Each route must be completed each day. The starting time for crews shall be 6:30 a.m. This starting time may be varied for reasonable cause to any other time mutually agreed to.

ARTICLE 18 - OVERTIME

18:01 Overtime Rate

Compensation at the rate of time and one-half (1 1/2) the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article 17 - ~~Hours of Work~~.

18:02 Sunday Overtime

Compensation at the rate of two (2) times the regular rate per hour shall be paid for all work performed on Sunday with a guaranteed minimum of four (4) hours pay at double time (2x), for four (4) hours work or less. The provisions of this paragraph shall not apply to the normal daily hours of work of the Regular Shift Employees provided said employee is scheduled to work his or her Regular Shift on the Sunday concerned.

18:03 Work Not Continuous With Regular Shift

Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate.

18:04 Overtime Continuous With Regular Shift

Employees called upon to perform overtime which is continuous to their regular shift shall be entitled to a minimum of one (1) hour's pay at the prevailing overtime rate for one (1) hour's work or less.

18:05 Limitations

Employees are not required to have worked their eight (8) hours per day or forty (40) hours per week before being entitled to the prevailing overtime rates as aforementioned.

18:06 Division of Overtime

- (a) Overtime hours will be divided as equally as possible among the employees in each section and will be offered to those employees who occupy the Job Classification within that section by virtue of a permanent classification or a Limited Job Posting.
- (b) Such overtime will be offered to these employees on the following basis:
 1. First; to permanent employees within the job classification, then to:
 2. Probationary employees within the job classification, then to:
 3. Temporary employees within the job classification, then to:
 4. Student employees within the job classification.

The employer may then offer the overtime to other qualified employees, by seniority.

List of Overtime Hours Worked

(c) On a bi-weekly basis, the Employer shall post by job classification, a list of employees indicating the overtime hours worked by each employee.

8:07 Overtime Meal Allowance

- (1) When an employee is called upon to perform more than two (2) hours of overtime work continuous with his regular scheduled shift, he shall be paid up to a maximum of Seven Dollars (\$7.00) for the purpose of purchasing a meal. Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then he shall be paid up to a maximum of an additional Seven Dollars (\$7.00) for the purpose of purchasing the second meal.
- (2) Employees called upon to perform work not continuous with their regular scheduled shift shall receive a meal allowance of up to a maximum of Seven Dollars (\$7.00) for each five (5) continuous hours of employ.

8:08 Banking of Overtime

Notwithstanding the provisions of Article 18 - Overtime, both parties agree that any employee directed or authorized to work in excess of a regular work day or on a Paid Holiday shall be granted time off as is mutually agreeable between the employee or his immediate Supervisor.

Such time shall be at the applicable rate for actual hours worked.

- 1) For employees working in Adanac Ski Hill the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is agreed and understood that any such accumulated time not taken by August 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.
- 2) For employees working in the classification of Arena Maintenance person and Arena Maintenance person - Leadhand the maximum number of hours permitted to accumulate will be Two Hundred (200) hours. It is agreed and understood that any such accumulated time not taken by August 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.
- 3) For employees working in Maintenance Division - Roads Section the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is agreed and understood that any such accumulated time not taken by November 30th of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.

4) For employees working in Maintenance Division - Mechanical Section the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is agreed and understood that any such accumulated time not taken by September 30th of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.

5) For employees working in Parks Maintenance Section the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is agreed and understood that any such accumulated time not taken by December 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.

ARTICLE 19 - SHIFT AND SUNDAY DIFFERENTIALS

19:01 Maintenance Section Employees

The following shift differentials shall apply to all Physical Services (Maintenance Section) employees assigned to a Regular Shift Schedule as set out in Article 17:04:

(1) A shift differential of forty Cents (\$0.40) per hour shall be paid for all hours worked on the 4:00 p.m. to 12:00 midnight shift.

(2) A shift differential of forty-six cents (\$0.46) per hour shall be paid for all hours worked on the 12:00 midnight to 8:00 a.m. shift.

19:02 Parks and Recreation Section Employees

The following shift differentials shall apply to all Parks and Recreation Section employees assigned to a Regular Shift Schedule as set out in Article 17:03:

(1) A shift differential of forty cents (\$0.40) per hour shall be paid for all normal daily hours worked on an afternoon shift. An afternoon shift, for the purposes of this Article 19:02, shall be deemed to be one which commences at or after 12:00 noon and prior to 8:00 p.m.

(2) A shift differential of forty-six cents (\$0.46) per hour shall be paid for all normal daily hours worked on a night shift. A night shift, for the purposes of this Article 19:02, shall be deemed to be one which commences after 8:00 p.m. and prior to 7:00 a.m.

19:03 A Sunday Differential of One Dollar and Sixty Cents (\$1.60) per hour shall be paid for Sunday regular hours of work.

19:04 The Shift and Sunday Differentials set out in this Article shall not apply when overtime or premium rates apply.

ARTICLE 20 - STANDBY CLAUSE

- 20:01** All employees on standby duty shall receive four (4) hours pay at straight time per day at the regular ~~rate~~ presently being received.

ARTICLE 21 - RELIEVING IN OTHER GRADES

21:01 *Relieving in Position of Higher Rating*

When an employee is ~~detailled~~ to relieve in a position of higher rating, the Employee shall receive the rate applicable for the position within the Classification in which the Employee is relieving for the full relief period. The Employer, will offer the relief work to qualified Employees with the most seniority and required qualifications as per the job description within that group, however, if no such Employee accepts this position, the Employer may detail the qualified Employee with the least seniority as the Employer sees fit.

21:02 *Relieving in Position of Lower Rating*

When an employee is detailed to relieve in a position of lower rating for any period, the Employee shall maintain his basic rate of pay while so assigned.

21:03 *Relieving Outside Bargaining Unit*

When an employee is detailed to relieve in a position outside of the Bargaining Unit, the Employee shall receive not less than ten percent (10%) above the highest rated Classification supervised for the full relief period. Such employee shall continue payment of Union dues to the Bargaining Agent. The period of relief shall be no longer than six (6) months. When required the Employer may request an extension to the six (6) month time limit and consent shall not be arbitrarily or unreasonably withheld by the Union.

ARTICLE 22 - BENEFIT PLANS

22:01 (1) Permanent Employees

For Permanent Employees, the Employer agrees to contribute **one hundred percent (100%) of the total employee premium cost for the following plans:**

- (a) Ontario ~~Health Tax~~ on a Replacement Plan introduced by the Ontario government.
- (b) Blue Cross Supplementary Semi-Private (or equivalent carrier); including overage ~~dependent student~~ coverage.
- (c) Blue ~~Cross~~ Comprehensive Extended Health Care (or equivalent carrier); including overage ~~dependant~~ student coverage. (Two hundred and Fifty Dollar (\$250.00) eye glass subsidy during the calendar year 1992); (Two hundred and Sixty Dollar (\$260.00) eye glass subsidy during the calendar year 1993);
- (d) Blue Cross Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage. (1992 O.D.A. Fee Schedule effective as soon as possible following ratification) (1993 O.D.A. Fee Schedule effective as soon as possible following announcement of 1993 schedule,
- (e) Group Life Insurance Plan (one and one-half (1 1/2) times basic annual earnings);
- (f) Weekly Indemnity Insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life Insurance Co. (or equivalent carrier);
- (g) Long Term Disability Insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life Insurance Co. (or equivalent carrier);

(2) Both parties agree that eligibility for Long Term Disability Benefits described in Article 22:01 (1) @ above will cease when:

- a) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Worker's Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

OR

- b) When ~~the~~ employee ~~becomes~~ eligible for an O.M.E.R.S. ~~Early~~ Service Pension which is not actuarially ~~reduced~~.

(3) **Probationary Employees**

For Probationary **Employees**, the **Employer agrees to contribute** one hundred **percent (100%)** of the total premium cost for the following **Plans**:

- (a) **Ontario Health Tax** on a Replacement Plan introduced by ~~the~~ the Ontario government.
 - (b) Blue Cross Supplementary Semi-Private (or equivalent carrier); including overage dependant student coverage.
 - (c) Blue Cross Comprehensive Extended Health Care (or equivalent carrier); including overage **dependant** student coverage. **(Two hundred and Fifty Dollar (\$250.00) eye glass subsidy during the calendar year 1992); (Two hundred and Sixty Dollar (\$260.00) eye glass subsidy during the calendar year 1993);**
 - (d) Blue **Cross** Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage. **(1992 O.D.A. Fee Schedule effective as soon as possible following ratification) (1993 O.D.A. Fee Schedule effective as soon as possible following announcement of 1993 fee schedule)**
 - (e) **Weekly Indemnity Insurance**, providing a **benefit level of 75%** of basic **salary**, the conditions of which are governed by **the terms and** provisions of ~~the master~~ contract with **London Life Insurance Co. (or equivalent carrier)**
- (4) When ~~an~~ employee ~~becomes~~ eligible for **Weekly Indemnity Insurance** while occupying a **Limited Vacancy as described in Article 13:01 (6) of the Collective Agreement, the Weekly Indemnity benefits to which he is entitled shall be based on the employee's regular rate of pay as defined in Article 34:06 of the Collective Agreement only for the duration of the Limited Vacancy. Following the duration of the Limited Vacancy, the Weekly Indemnity benefit to which the employee is entitled will be based on the employee's basic rate of pay as defined in Article 34:01 of the Collective Agreement.**

(5) Continuation of Benefits

For employees who have ~~had~~ fifteen (15) or more years of continuous service with ~~the Employer, or with the Employer and any other Municipality, or a Local Board as defined in the Municipal Act, the Employer~~ agrees to contribute One Hundred Percent (100%) of the total premium cost for the following plans until such employees attain sixty-five (65) years of age:

- a) Blue Cross Comprehensive Extended Health Care (~~or equivalent carrier~~); (Annual deductible of \$25.00 Single-\$50.00 Family) ~~With Eye Glass subsidy of \$110.00 for the calendar year 1992 \$120.00 for the calendar year 1993.~~
- b) Group Life Insurance ~~Plan~~; (Ten Thousand Dollar (\$10,000) value)

(6) The provisions of Article 22:01 (5) apply only to a person who:

- (i) ~~Has~~ applied within ten (10) years of normal retirement for a service pension from O.M.E.R.S.
- (ii) ~~Has~~ applied for an O.M.E.R.S. Disability Pension.
- (iii) Is an employee and has been disabled for twenty-four (24) continuous months and is in receipt of Long Term Disability or Worker's Compensation Benefits.

(7) In the event of the demise of an employee prior to the age of sixty-five (65), who is in receipt of the benefits described in Article 22:01 (1) (5), and leaves a surviving spouse, the following conditions shall apply:

- 1) ~~The Employer will continue to contribute One Hundred Per Cent (100%) of the total premium cost for the following plans:~~
 - a) Blue Cross Comprehensive Extended Health Care (~~or equivalent carrier~~) (Annual deductible of \$25.00 Single/\$50.00 Family) ~~With Eye Glass subsidy of \$110.00 for the calendar year 1992 \$120.00 for the calendar year 1993~~
- 2) ~~These benefits will be provided to the surviving spouse and any eligible dependents until the surviving spouse attains age sixty-five (65) but only for a maximum period of five (5) years following the death of the employee.~~

22:02 (1) Participation - Condition of Employment

Participation in these plans becomes a condition of employment for all Permanent and Probationary Employees except as hereinafter provided.

(2) Temporary Employees

For every Temporary Employee, the Employer agrees to contribute One Hundred Percent (100%) of the total employee premium cost for the Ontario Health Tax or a Replacement Plan introduced by the Ontario government.

(3) Exclusion From Plans

Employees not wishing to participate in any of the plans listed under Article 22:01 must indicate their wishes in writing to the Commissioner of Human Resources and produce such evidence as may be required to justify their exclusion. All claims for exclusion will be determined through consultation with the Commissioner of Human Resources and a representative of the Union.

(4) Employees on Leave of Absence Without Pay

Employees on leave of absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the benefit plans under Article 22:01 for those months covered by the leave of absence without pay.

(5) Certified Disability

Notwithstanding the provisions of Article 22:02, the cost of Benefit Plans described in Article 22:01 (1) and 22:01 (3) shall be paid for by the Employer for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for Weekly Indemnity Insurance described in Articles 22:01 (1) (f) and 22:01 (3) (e) or Long Term Disability Insurance described in Article 22:01 (1)(g).

(6) Equivalent Carrier

Both Parties agree that should the Employer, or the Union, find an equivalent carrier at more economical rates compared to those in Articles 22:01 (1) or 22:01 (3), the Parties will meet and seriously discuss the subject matter with the objective of changing to such carrier upon the mutual agreement of the Parties.

ARTICLE 23
SICK LEAVE AND BEREAVEMENT LEAVE

23:01 SICK LEAVE

All employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions set out in the Sick Leave By-law #73-17, as amended by By-Law 82:II (a) and all By-Laws and Statutory Amendments thereto. The By-Law is attached hereto and forms parts of this Agreement.

It is agreed and understood that the Sick Leave By-Law or By-Law or the Condition will not be amended during the life of this Agreement so as to adversely affect the Employees covered by this Agreement.

23:02 BEREAVEMENT LEAVE

(1) Immediate Family

In the case of the demise of a member of the immediate family, Permanent and Probationary Employees shall be permitted a leave of absence with pay for three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. Immediate family shall mean: father, stepfather, mother, stepmother, wife, husband, bona fide common-law spouse, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law or grandparents and grandchildren. Bereavement leave of absence for the demise of members of the immediate family shall not be deducted from the employee's accumulated sick leave credits.

(2) Brother-in-law or Sister-in-law

In the case of the demise of a brother-in-law or a sister-in-law, Permanent and Probationary Employees shall be permitted a leave of absence with pay for up to three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. The first two (2) working days of any bereavement leave of absence for the demise of a brother-in-law or sister-in-law shall not be deducted from the employee's accumulated sick leave credits.

However, the third working day, if any, of any bereavement leave of absence for the demise of a brother-in-law or a sister-in-law shall be deducted from the employee's accumulated sick leave credits.

(3) Travel Time

In the event that the death of a member of an employee's family as defined in 23:02 & 23:03 requires the employee to travel three hundred and twenty (320) or more kilometers (one way) to attend at the funeral, an additional two (2) days leave of absence without pay shall be granted, provided written request is submitted in writing by the employee prior to departure.

(4) During Vacation Period

Where an employee qualifies for bereavement leave during the employee's period of vacation, there shall be no deduction from vacation credits for such occurrence. The period of vacation so displaced shall be rescheduled as mutually agreed between the employee and the employee's supervisor.

(5) Application Form

Permanent and Probationary employees shall complete the Application for Bereavement Leave Pay Form, Schedule "F" attached hereto, for consideration of payment for any bereavement leave by the Employer.

ARTICLE 24 - WET, STORMY AND INCLEMENT WEATHER

24:01 During wet, stormy and extremely cold weather, the Employer will endeavour to provide inside work for Permanent and Probationary Employees who usually work outside. except in cases of emergency at which time rubber suits, hats and boots will be supplied, and the employees will be charged the actual cost for same and will be credited with said charge when articles are returned. The Employer shall further provide lockers for employees where such employees may store the said clothing while not in use.

24:02 "Emergency" in this Article shall mean any condition which the Employer considers to be detrimental to the safety, health, comfort and general welfare of the residents of the City of Sudbury.

ARTICLE 25 - PAY DAYS

25:01 Pay days shall be every second Friday, and the cheque will be made available to the employee in the A.M. except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day, provided no interruption beyond the control of the Employer is encountered.

25:02 The Employer will show conspicuously in writing on the slip accompanying the cheque made available to each employee the following facts: employee's hourly rate of pay; number of regular hours worked; number of overtime hours worked (overtime may be converted into regular hours) and all deductions made.

ARTICLE 26 - BULLETIN BOARDS

26:01 The Employer agrees that the Union shall have the right to use Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 27 - GENERAL

27:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall be deemed to be part of this Agreement and shall be appended hereto.

27:02 Medical Rechecks

(1) The Union agrees that the Employer shall have the right to send Permanent employees for medical m-checks and eye tests, during normal working hours, the cost thereof, to be borne by the Employer.

(2) An employee shall have the right, upon receipt of the medical report or eye report, to provide evidence to the contrary at his own expense.

(3) In the event that the reports do not agree, differences may be settled in accordance with the Grievance Procedure and, in default of settlement at this stage, it shall be settled by an Arbitration Board formed of three (3) qualified medical practitioners. One (1) qualified medical practitioner shall be appointed by the Union within seven (7) calendar days of the end of the Grievance Procedure and one (1) qualified medical practitioner shall be appointed by the Employer within seven (7) calendar days of the end of the Grievance Procedure. Both of these appointees shall appoint a third (3rd) qualified medical practitioner who shall be the Chairman of the Arbitration Board. In default of such appointment, either party may apply to the Ontario Labour-Management Arbitration Commission for such appointment. The decision of the Board so constituted shall be final and binding upon both parties. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, then the decision of the Chairman governs.

27:03 (1) Coveralls

(A) The Employer shall bear the cost of supplying and laundering one (1) pair of coveralls per week for each of the motor mechanics.

(B) The Employer shall issue coveralls as required to all employees classified as Operators and to all employees engaged in grass cutting, trimming or spraying activities.

(2) Rubber Gloves

When considered necessary, the Employer will supply employees with rubber gloves.

(3) Transportation in Covered Vehicles

Employees will be transported in covered vehicles, similar to the kind presently in use, from designated depots to the relative job sites at the commencement of a shift. They shall be returned to the depots in a similar manner for the termination of the said shift.

27:04 Injury During Working Hours

An employee, who on a working day is injured during working hours and is required on that day to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift on that day at the employee's regular rate of pay without deduction from his accumulated sick leave credits.

27:05 Time Act

Notwithstanding the Time Act, R.S.O. 1980 c. 501, where Daylight Saving Time is in effect in the City of Sudbury and where any hour or other point in time is stated in writing in this Agreement or any question as to time arises in the interpretation, application, administration or alleged violation of this Agreement, the time referred to or intended shall be held to be Daylight Saving Time.

27:06 Trade School Attendance - Employees

Employees while in full time attendance at a trade school shall continue receiving all benefits provided under Article 22:01 of this Collective Agreement. Such employee's sick leave, vacation and seniority accruals shall not be pro-rated as a result of full time attendance at the said trade school.

27:07 Safety Footwear

- (I) During the calendar year 1992 the Employer will subsidize the purchase of Safety Footwear for Permanent and Probationary Employees as determined by the Occupational Health and Safety Act 1978 and Regulations for Construction Projects in the amount of Seventy-two Dollar and Fifty-cents (\$72.50) upon the presentation of a valid sales receipt for the current year. The Employer will permit Permanent and Probationary Employees to accumulate the annual Seventy-two Dollar (\$72.50) subsidy into the following year. However, during the second year into which the Seventy-two Dollar (\$72.50) subsidy has accumulated, the Employer will then subsidize the purchase of safety footwear up to the actual cost of the safety footwear to a maximum of One Hundred and Forty-five Dollars (\$145.00).

(2) During the calendar year 1993 the Employer will subsidize the purchase of Safety Footwear for Permanent and Probationary Employees as determined by the Occupational Health and Safety Act 1978 and Regulations for Construction Projects in the amount of Seventy-five Dollar (\$75.00) upon the presentation of a valid sales receipt for the current year. The Employer will permit Permanent and Probationary Employees to accumulate the annual Seventy-five Dollar (\$75.00) subsidy into the following year. However, during the second year into which the Seventy-five Dollar (\$75.00) subsidy has accumulated, the Employer will then subsidize the purchase of safety footwear up to the actual cost of the safety footwear to a maximum of One Hundred and Fifty Dollars (\$150.00). The same subsidy provisions will be provided to those Permanent and Probationary Employees designated by the Employer to wear safety footwear.

27:08 Tool Allowance

The Employer agrees to pay a Tool Allowance of Two Hundred and Ten Dollars (\$210.00) for the calendar year 1992 and Two Hundred and Twenty Dollars (\$220.00) for the calendar year 1993 to each of the employees permanently classified as Licensed Mechanics, Welder A (one Maintenance Mechanic - Parks), Lead Hand Mechanic and Helper B. Such amounts shall be paid on the second pay period in January of each year.

27:09 Interim Meetings

The Employer agrees that representatives of its Administrative Staff will meet with the Union from time to time during the term of the Collective Agreement to discuss problems arising with the administration of the Collective Agreement and to discuss any other problems which may further assist in improvement in Management - Union relations.

27:10 Union Representative

The Employer agrees that the Union shall have the right at any time to have the assistance of a Representative or Executive Board Member of Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative or Executive Board Member shall have access to the office of the Department of Human Resources in order to investigate and assist in a settlement of a grievance.

27:11 Gloves

The Employer agrees to supply each employee with one (1) pair of winter gloves and one (1) pair of summer gloves on an annual basis, the quality and design of the gloves will continue as presently issued and will be provided by May 1st and October 1st respectively of any given year.

ARTICLE 28 - SCHEDULES, WAGE INCREASES AND PREMIUMS

28:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

- (1) Schedule " A - **Job Classifications and Relative Wage Rates**
- (2) Schedule "B" - **Request for Advance Vacation Pay Form**
- (3) Schedule "C" - Working Schedule - Maintenanceperson - Arena
- (4) Schedule "D" - Working Schedule - Maintenanceperson
- **Sudbury Community Arena**
- (5) Schedule " E - Working Schedule - Janitors
- (6) Schedule "F" - Application for Bereavement
- **Leave Pay Form**
- (7) Schedule "G" - Summer Working Schedule
Bell **Park** Amphitheatre
- (8) Schedule "H" - Cemeteries Work Schedule
- (9) Schedule "I" - Adanac ~~Sci~~ Hill Shift Schedule

28:02 GENERAL WAGE INCREASE AND COLA

28:02 (1) General Wage Increase

~~The~~ wage rates in Schedule "A" to this Agreement will **be** increased by one percent (1%) effective **January 1st, 1992**.

28:02 (2) 1992 Cost of Living Allowance (COLA)

~~The~~ Cost of Living Allowance, hereinafter referred to as COLA, will **be based** on the **Consumer Price Index** Canada wide all items (1986 = 100) as published by Statistics Canada herein after referred to as the **C.P.I.**

~~The~~ cumulative percent increase of all COLA adjustments for **1992** shall **not exceed** 5%.

In the event that ~~the~~ C.P.I. at the end of any **one** quarter is **less** than the C.P.I. at the end of the previous quarter resulting in a percentage decrease, wage rates will ~~not~~ **be** adjusted downward.

All calculations will **be** rounded to the nearest 2 decimal places.

The January 1, 1992 (first quarter) wage rates will be adjusted effective April 1, 1992 by a percentage increase equivalent to the percentage increase of the March 1992 C.P.I. divided by the December 1991 C.P.I.

The April 1, 1992 (second quarter) wage rates shall be adjusted effective July 1, 1992 by a percentage increase equivalent to the percentage increase of the June 1992 C.P.I. divided by the December 1991 C.P.I. less the COLA adjustment made in the first quarter.

The July 1, 1992 (third quarter) wage rates shall be adjusted effective October 1, 1992 by a percentage increase equivalent to the percentage increase of the September 1992 C.P.I. divided by the December 1991 C.P.I. less the COLA adjustment made in the first and second quarter.

The October 1, 1992 (fourth quarter) wage rates shall be adjusted effective December 31, 1992 by a percentage increase equivalent to the percentage of the December 1992 C.P.I. divided by the December 1991 C.P.I. less the COLA adjustment made in the first, second and third quarters.

28:02 (3) 1993 General Wage Increase

The wage rates in Schedule "A" to this Agreement will be increased by an additional two percent (2%) effective January 1st, 1993.

28:02 (4) 1993 Cost of Living Allowance (COLA)

The Cost of Living Allowance, hereinafter referred to as COLA, will be based on the Consumer Price Index Canada wide all items (1986 = 100) as published by Statistics Canada herein after referred to as the C.P.I.

The cumulative percent increase of all COLA adjustments for 1993 shall not exceed 5%.

There will be no COLA adjustments on wage rates in 1993 until and unless such time as the percent increase in the C.P.I. from December 1992 exceeds 1%.

In the event that the C.P.I. at the end of any one quarter is less than the C.P.I. at the end of the previous quarter resulting in a percentage decrease, wage rates will **W** be adjusted downward.

All calculations will be rounded to the nearest 2 decimal places.

The first quarter 1993 wage rates will be adjusted effective April 1, 1993 by a percent increase equivalent to the percent increase of the March 1993 C.P.I. divided by the December 1992 C.P.I. less 1%.

The second quarter 1993 wage rates will be adjusted effective July 1, 1993 by a percent increase equivalent to the percent increase of the June 1993 C.P.I. divided by the December 1992 C.P.I. less 1% and less any COLA adjustment of the first quarter.

The third quarter 1993 wage rates will be adjusted effective October 1, 1993 by a percent increase equivalent to the percent increase of the September 1993 C.P.I. divided by the December 1992 C.P.I. less 1% and less any COLA adjustment of the first and second quarters.

The fourth quarter 1993 wage rates will be adjusted effective December 31, 1993 by a percent increase equivalent to the percent increase of the December 1993 C.P.I. divided by the December 1992 C.P.I. less 1% and less any COLA adjustment of the first, second and third quarters.

28:03 Raw Sewage and Disinterment

On the direction of a Foreperson or an employee above the rank of Foreperson who directs employees to remove sewage or perform duties in raw sewage or be involved in disinterments, said employees shall be paid double time (2x) while so engaged.

28:04 Grave Digging

An employee other than the Utility person - Cemetery classification, while engaged in grave digging performed manually, shall receive in addition to his regular rate a premium of thirty cents (\$.30) per hour.

ARTICLE 29 - RETIREMENT AND PENSION PLANS

29:01 All employees reaching normal retirement age shall be obliged to retire from the services of the Employer and at such time shall be eligible to be paid any pension and/or retirement allowance to which they are entitled under Retirement By-law #57-78.

29:02 The Pension Plans established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Employer and the Union.

29:03 In addition to the basic O.M.E.R.S. Pension Plan, the Employer agrees to purchase an O.M.E.R.S. Supplementary Type I pension plan which provides credit for the years of continuous service with the Employer prior to January 1, 1963.



ARTICLE 30 - VALIDITY OF AGREEMENT

- 30:01 In the event of any provisions of this Agreement or any practices established hereby being **contrary to** the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 31 - TERM OF AGREEMENT

- 31:01 This Agreement shall be in effect from the 1st day of January, 1992 and shall remain in effect until ~~the 31st day of December, 1993, and~~, unless either party gives to the other party a written notice of termination or ~~of~~ a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.
- 31:02 Notice that amendments ~~are~~ required or that either party intends to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.
- 31:03 If notice of amendments or termination is given by either party pursuant to Article 31:02, the other party if requested to do so, agrees to meet for the purpose of negotiations within twenty (20) calendar days from receipt of the said notice, provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the twenty (20) calendar day period.

ARTICLE 32 - REPORTING PAY

- 32:01 An employee who reports for work on a day on which the employee is scheduled to work and who has not been previously notified not to report and is sent home because of inclement weather, said employee shall be guaranteed a minimum of four (4) hours at his regular rate.

ARTICLE 33 - CONTRACTING OUT

- 33:01 The parties hereto agree that there shall be no restriction on Contracting Out by the Employer of its work or services of a kind now performed by employees herein represented; provided, however, that no Permanent Employee of the Employer shall as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

ARTICLE 34 - DEFINITIONS IN THIS AGREEMENT:

34:01 BASIC RATE:

is the rate of pay for ~~the~~ permanent Job Classification of ~~the~~ employee.

34:02 PERMANENT EMPLOYEE:

means ~~an~~ employee other ~~than~~ a Probationary, Temporary or Summer Student Employee.

34:03 PROBATIONARY EMPLOYEE

means ~~an~~ employee who is serving ~~a~~ maximum probationary period of ~~three~~ (3) months with ~~the~~ Employer prior to being considered ~~a~~ Permanent ~~Em-~~ployee.

34:04 SECTION:

means ~~the~~ Maintenance Section ~~and~~ Development, ~~Property &~~ Traffic Services ~~Section~~ of the Physical Services Department; ~~and~~ the Parks ~~and~~ Recreation Section of ~~the~~ Community Services Department, all of ~~the~~ City of **Sudbury**.

34:05 DIRECTOR:

means the Director of Maintenance (Physical **Services** Department), the Director of **Parks and** Recreation (Community Services Department), and the Director of Development, **Property &** Traffic Services (Physical Services **Department**) all of ~~the~~ City of Sudbury.

34:06 REGULAR RATE.

means ~~he~~ rate of pay for ~~the~~ job classification, in which an employee is **pres-**ently **working**.

34:07 A TEMPORARY EMPLOYEE:

means an employee **hired** for a **period** of no longer ~~than~~ Seven (7) consecutive **months** in ~~he~~ service of the Employer. A Temporary Employee ~~shall~~ not establish seniority except:

- 1) **When such** employee **remains** in the temporary employment of ~~the~~ Employer for a **period** of **more** than seven (7) consecutive **months** at **which** time ~~the~~ employee shall **then** automatically **rank** as a **Perma-**nent Employee; ~~or~~
- 2) When **such** employee is **awarded** a **vacant** permanent position **and** successfully completes the **probationary period** under ~~the~~ provisions of **Article 34:03**.

For ~~such an~~ employee, his seniority shall then **be** established from the employee's **latest** date of entry into ~~the~~ employ **of** ~~the~~ Employer.

The employment of such a Temporary employee may be terminated at any time during the first seven (7) consecutive months without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4 hereof as the basis of termination."

34:08 SUMMER STUDENT EMPLOYEE:

means an employee who is employed only for and during the time period of May to the Friday preceding Labour Day of any given year. A Summer Student Employee shall be hired for the purpose of performing only Labourer work. The employment of such an employee may be terminated at any time without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4 hereof as the basis of termination. In any case the employment of such employees shall be terminated no later than the Friday preceding Labour Day of each year.

ARTICLE 35 - DISCIPLINE

35:01 Whenever the Employer deem. it necessary to censure or discipline an employee for just cause, the employee will be so advised in advance. The employee may request the presence of a Union Steward if the employee so wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the Secretary of the Union.

ARTICLE 36 - NOTIFICATIONS

36:01 The Union shall be notified at least monthly of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 37 - COLLECTIVE AGREEMENT - EXTENSION OF TERM

37:01 Notwithstanding Article 31 - Term of Agreement, the Employer and the Union agrees to the provisions of Section 52 (2) of the Labour Relations Act, R.S.O. 1980, Chapter 228 and amendments thereto.

ARTICLE 38 - HEALTH & SAFETY

38:01 Co-operation

The Union and Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in any work for the Employer.

38:02 Committee

A Health and Safety Committee shall be established in order to improve safety standards, and be composed of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The Chairmanship of the Health and Safety Committee shall alternate between Employer and Union representatives every six (6) months.

38:03 *Monthly Meetings*

The **Health and Safety Committee** shall hold monthly meetings **and will deal with** all hazardous or dangerous acts **and** unsafe working conditions. Representatives of the Union **shall** suffer no **loss of pay** for attending such meetings, during **their** regular working hours **and shall be** paid regular or premium rates **as** may be proper. Copies of minutes of **all Committee Meetings shall** be sent to **the** appropriate Commissioner, to **the Union, and posted** on **Department** Bulletin Boards.

38:04 *Discipline*

No employees **shall be disciplined** for acting in compliance **with the** applicable Acts and Safety Manual **or for seeking enforcement of the Provisions of the Acts and Safety Manual.**

38:05 *Reponing Injuries*

All injuries resulting from **on the job** accidents, however small, shall be **re-**ported to **the** immediate supervisor **and the Accident Records Clerk who** shall record the injury in the accident ledger. This report must be **made** as soon as possible after **the** injury.

38:06 *Supervisory Investigation*

The **immediate** Supervisor **will** investigate **the** circumstances surrounding the injury and report to **the Personnel Assistant/Health Care and Safety** who **will report all** injuries to **the Health & Safety Committee** at its next **meeting** on the nature **and** cause of **the accident.**

38:07 *Report of Unsafe Acts*

All employees shall **report** unsafe **acts or** unsafe conditions to their **immedi-**ate Supervisor as per **the provisions** of the Occupational Health & Safety Act. The immediate Supervisor will investigate **and** take the necessary cor-rective action if **required. The Occupational Health and Safety Officer will report to the Health & Safety Committee** at its next meeting **on** the nature **and** disposition of **the report.**

38:08 *Fatal or Critical Injury*

In **the case of** a fatal **or** critical injury during the course **of** employment, the Occupational Health & Safety Officer, the Director of **the** Section, **the** im-mediate Supervisor, available Health & Safety Committee **member** and other **experts**, if necessary, shall inspect, investigate **and** report the findings in writing.

38:09 *Tools & Equipment*

Employees working in any **dangerous jobs** will be provided with the neces-sary **tools. The** safety equipment, **and** protective clothing will **be** provided by the Employer **for those items as agreed** to by the Employer and the Health & Safety Committee.

ARTICLE 39 - LABOUR MANAGEMENT COMMITTEE

- 39:01** The Parties commit themselves to maintain good communications. ~~To this end, the~~ Employer hereby agrees that Representatives of its administration will meet with Representatives of the Union from ~~time-to-time~~ and preferably at ~~least three~~ (3) times per year, to discuss problems, employee concerns and ~~methods~~ to improve relations and the delivery of services to the public.
- 39:02** The Committee shall consist of ~~three~~ (3) members ~~from each of~~ the Parties. An Employer and a Union Representative ~~shall be designated as~~ Joint Chairpersons, and shall alternately preside over the meetings.
- 39:03** Committee Members shall receive a written agenda, approved by ~~the~~ Joint Chairpersons, at ~~least forty-eight~~ hours in advance of the meeting. Minutes shall be taken at each meeting and will be circulated for review by the Employer to ~~the~~ Committee Members as soon as possible following the meeting.
- 39:04** The Committee shall not have jurisdiction over any matters which pertain to the collective bargaining or are the responsibility of another Joint Committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee meetings jointly attended by the Parties.


ARTICLE 40 - TECHNOLOGICAL CHANGE

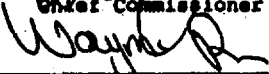
- 40:01** In situations where change (e.g., organizational, material, equipment, processes) will adversely affect an Employee(s) by resulting in loss of employment or loss of basic wages, the Employer will provide a minimum of thirty (30) days' notice in writing to the Employee(s) and the Union of the change outlining:
- I. Nature of change;
 2. Date the change will take effect;
 3. The approximate number, type and location of Employee(s) affected;
 4. Affect the change is expected to have upon the Employee(s)).
- 40:02** It is understood by the Parties that this Clause will not over-ride the provisions of any other Clause in this Collective Agreement.

ARTICLE 41 - AGREEMENT - SIGNING AUTHORITIES


41:01 In Witness Whereof the parties hereto have set their hands and corporate seals to this Agreement.

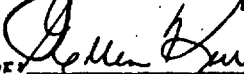
**DATED AT SUDBURY, ONTARIO THIS DAY OF , 1992.
THE CORPORATION OF THE CITY OF SUDBURY**



Chief Commissioner


Commissioner of Human Resources

Per: 


Mayor
Per: 

Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6

Per: 

President

Per: 

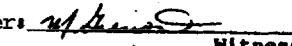
Secretary

Per: 

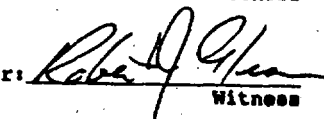
Representative

Per: 

Sectional Vice-President

Per: 

Witness

Per: 

Witness

SCHEDULE "A"
JOB CLASSIFICATIONS AND RELATIVE WAGE RATES

1991 Final Classification	Rates	January 1, 1992
Arena Maint. Lead Hand	17.70	17.34
Backhoe Operator	15.85	16.01
Bricklayer	16.14	16.30
carpenter	16.72	16.89
Driller	14.79	14.94
Elephant Vac Operator	14.86	15.01
Flagperson	14.54	14.69
Garbage Collector	15.02	15.17
Garbage Truck Driver	15.77	15.93
Gardener "A"	16.28	16.44
Gardener "B"	15.60	15.76
Gardener Leader	16.69	16.86
G.L.I.T.T.E.R. Crew	7.60	7.60
Grader Operator	16.64	16.81
Greenhouse Grower	15.22	15.27
Irrigation System Miceperson	15.81	15.97
Janitor - Arena	14.54	14.69
Janitor	14.54	14.69
Labour Leader	16.59	16.76
Labourer - Permanent	14.42	14.56
Labourer - Probationary	14.42	14.42
Labourer - Temporary	14.42	14.42
Line/Painter	15.48	15.63
Maintenanceperson - Arena	16.05	16.21
Maintenanceperson-		
Parks & Recreation Section	15.59	15.75
Maintenanceperson - Physical Services		
(MaintenanceSection)	15.59	15.75

SCHEDULE "A"
JOB CLASSIFICATIONS AND RELATIVE WAGE RATES

1991 Final Classification	Rates	January 1, 1992
Mechanic I	15.35	15.50
Mechanic II	18.22	18.40
Mechanic III	18.58	18.77
Mechanic Lead Hand	19.25	19.44
Meterperson - Traffic & Parking	15.36	15.51
Operator "A"	15.85	16.01
Operator "B"	15.47	15.62
Parking Lot Attendant	14.80	14.95
Parking Supervisor	17.98	18.16
Pipelayar	14.59	14.74
Shovel Operator	17.33	17.50
Sign Painter	15.93	16.09
Sign Shop Leader	16.58	16.75
Ski Hill Lead Hand	17.17	17.34
Ski Hill Maintenanceperson	16.05	16.21
Small Motor Mechanic	15.59	15.75
Stockkeeper	16.78	16.95
Sub-Foreperson "A"	17.70	17.88
Sub-Foreperson "B"	17.17	17.34
Sub-Foreperson - Carpentry	17.17	17.34
Sub-Foreperson - Linepainting	16.92	17.09
Sub-Foreperson - Patchmaster	16.92	17.09
Summer Student Employee	13.42	13.42
Tool Keeper	15.52	15.68
Tree Warden	17.68	17.86
Tree Pruner	15.60	15.76
Tree Pruner Leader	16.59	16.76
Truck Crane Operator	15.61	15.77

SCHEDULE "A"
JOB CLASSIFICATIONS AND RELATIVE WAGE RATES

1991 Final Classification	Rates	January 1, 1992
Truck Driver	14.86	15.01
Truck Driver - Snow Plowing	15.23	15.38
Truck Driver - Underslung Plow	15.23	15.38
Turf Sub-Foreperson	17.10	17.27
Utilityperson - Cemetery Community Services	14.54	14.69
Utilityperson - Physical Services (Maint. Section)	14.54	14.69
Utilityperson - Vector	15.14	15.29
Welder	17.37	17.54
Welder Helper	14.86	15.01
Yard Attendant	15.67	15.83

SCHEDULE "B"
REQUEST FOR ADVANCE VACATION PAY

HOURLY PAYROLLS

Only those employees actually ~~needing~~ advance vacation pay should apply for same in order to ~~reduce~~ the amount of time and labour involved by the Payroll Section.

Advance Vacation Pay will be calculated on the ~~estimated~~ net pay and added to ~~the~~ pay cheque preceding the vacation period.

This application must ~~be in the~~ hands of the Payroll Section not later than ~~three~~ weeks prior to the employee's vacation period.

Name _____

No. Department _____

Amount Hrs. _____ @ Hourly Rate _____

Vacation Period _____

Advance On Pay Period Ending _____

Recover On Pay Period Ending _____

Employee Signature _____

Approved by Director _____

Date Received by Payroll Section- _____

SCHEDULE "C"

COMMUNITY SERVICES - PARKS & RECREATION SECTION

MAINTENANCE PERSONS - ARENA

SHIFT SCHEDULE

1ST WEEK	2ND WEEK	3RD WEEK	4TH WEEK	5TH WEEK	6TH WEEK	7TH WEEK	8TH WEEK	9TH WEEK
<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>
A X X X D D D	A A A X X X D	D D A A A X X	X D D D A A A	X X X D D D A	A A X X X D D	D A A A X X X	D D D A A A X	X X D D D A A
D A A A X X X	D D D A A A X	X X D D D A A	A X X X D D D	A A A X X X D	D D A A A X X	X D D D A A A	X X X D D D A	A A X X X D D
X D D D A A A	X X X D D D A	A A X X X D D	D A A A X X X	D D D A A A X	X X D D D A A	A X X X D D D	A A A X X X D	D D A A A X X

54

X - Day Off A - Afternoon Shift D - Day Shift

SCHEDULE "D"

COMMUNITY SERVICES - PARKS & RECREATION SECTION

MAINTENANCE PERSONS - ARENA

SHIFT SCHEDULE

WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6
<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>	<u>S S M T W T F</u>
A A A X X X A	A A X X X A A	A X X X A A A	O O O A A A X	O O A A A D X	X A A A D X X
O O O A A A X	O O A A A D X	O A A A D X X	A A A X X X A	A A X X X A A	A X X X A A A

A - Afternoon Shift

D - Day Shift

O - Overtime

SCHEDULE "E"
COMMUNITY SERVICES - PARKS & RECREATION SECTION

MAINTENANCE PERSON - SUDBURY COMMUNITY ARENA
SHIFT SCHEDULE

1st Week

S	S	M	T	W	T	F	S	S
X	X	A	A	A	A	A	A	A
X	X	D	D	D	D	D	D	D
D	D	X	D	D	D	X	X	X
A	A	X	D	D	D	X	X	X

2nd Week

M	T	W	T	F
X	D	D	D	X
X	D	D	D	X
A	A	A	A	A
D	D	D	D	D

3rd Week

S	S	M	T	W	T	F	S	S
X	X	D	D	D	D	D	D	D
X	X	A	A	A	A	A	A	A
A	A	X	D	D	D	X	X	X
D	D	X	D	D	D	X	X	X

4th Week

M	T	W	T	F
X	D	D	D	X
X	D	D	D	X
D	D	D	D	D
A	A	A	A	A

X - DAY OFF:

A - AFTERNOON SHIFT

D - DAY SHIFT

SCHEDULE "F"

SHIFT SCHEDULE - JANITORS

	00:30 - 08:30								00:30 - 08:30							
	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	
00:30	A 8	A 8.5	A 8.5	A 8	B 8	B 8	A 8	B 8	B 8.5	B 8.5	B 8	A 8	A 8	B 8	A 8	
08:30	B 12	B 12						A 12	A 12						B 12	
20:30	A 3.5	A 3.5						B 3.5	B 3.5						A 3.5	

*THIS SHIFT STARTS 20:30 PREVIOUS DAY

WEEK DAY SHIFTS ARE: 00:30 A.M. - 08:30 A.M.

SATURDAY AND SUNDAY SHIFTS ARE 12 HOURS EACH: 08:30 TO 20:30
20:30 TO 08:30 NEXT DAY

SCHEDULE "G"
APPLICATION FORM

BEREAVEMENT LEAVE PAY

I, Employee's Name (Please print) _____

hereby make application for days _____

Bereavement Leave Pay due to the death of _____

Name of Deceased _____

whose relationship to me was _____

The above noted member of ~~my~~ immediate family died on

_____ 19 _____

Date _____

Employee- _____

Signature _____

Employee No. _____ Approved Date _____

Not Approved _____ Date _____

Reason for non-approval: _____

Signature _____

Position: _____

Commissioner or Director _____

SCHEDULE "H"
COMMUNITY SERVICES
PARKS & RECREATION SECTION

BELL PARK AMPHITHEATRE.
SUMMER SHIFT SCHEDULE

DAYS 8:00 A.M. TO 4:00 P.M. AFTERNOONS 2:00 P.M. TO 10:00 P.M.

WEEK 1	WEEK 2	WEEK 3
SSMTWTF	SSMTWTF	SSMTWTF
AAXXDDD	DDDDXXD	XXDDDDA
XXDDDDA	AAXXDDD	DDDDXXD
DDDDXXD	XXDDDDA	AAXXDDD

SCHEDULE "I"
WORKING SCHEDULE

CEMETERIES WORKS SCHEDULE

WEEK 001	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sept. 01	.	U	U	U	U	U	.
Sept. 02	.	.	U	U	U	U	U
WEEK 100	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sept. 01	.	U	U	U	U	U	U
Sept. 02	.	U	U	U	U	U	.

SCHEDULE "J"
ADANAC SKI HILL SHIFT SCHEDULE

SSMTWTF

1st Man	XXDDDDDD
2nd Man	DXXAAAA
3rd Man	XDXXXXDD

X - Day Off A - Afternoon Shift (3 p.m. - 11 p.m.)
D - Day Shift (8 a.m. - 4 p.m.)

*Labourers - must be willing to work a variable daily work schedule based on a 7 day per week operation. 2 shifts including weekends.

S C H E D U L E "K"

BY-LAW 82-119

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)

WHEREAS the Council of The Corporation of the City of Sudbury has resolved that The Corporation of the City of Sudbury provide Weekly Indemnity and Long Term Disability Plans for employees of the City of Sudbury who are members of the Canadian Union of Public Employees Local 207, Local 1662 or Local 6 (Airport Employees). such plans to be effective as of the first day of July, 1982;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

1. DEFINITIONS

(1) In this by-law:

(a) "Accumulated Sick Leave Credit" means a per diem or portion thereof allowance as provided by By-law 73-17, as amended, for sick leave absences prior to July 1st. 1982 for employees of the City of Sudbury who are members of the Canadian Union of Public Employees. Local 207, Local 1662 or Local 6 (Airport Employees).

- (b) "City" means The Corporation of the City of Sudbury.
- (c) "Council" means the Council of The Corporation of the City of Sudbury.
- (d) "Employee" means employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 or Local 6 (Airport Employees).
- (e) "Long Term Disability Plan" means a plan of insurance to be entered into with an insurer licensed under The Insurance Act of Ontario which provides for the payment of benefits to any employee who is totally disabled while in the employ of The Corporation of the City of Sudbury upon such terms and conditions as the policy of insurance shall provide.
- (f) "Month" shall mean a calendar month.
- (g) "Non-Accumulative Sick Leave Credit" means a per diem or portion thereof, allowance as provided by this by-law for sick leave absence after June 30th, 1982.
- (h) "Regular Attendance" means the attendance of an employee at his duties for any month, on the days and during the hours for which his attendance is required during that month, according to the terms of his employment
- (i) "Salary" means gross salary.
- (j) "Service" shall mean all attendance and authorized leaves of absence but shall not include leave of absence without pay in excess of two (2) consecutive weeks.

(k) "Sick Leave Absence" means absence from regular attendance by sickness or other physical incapacity for which such leave of absence may be paid from the established credits.

(l) "Sick Leave Credit" means a per diem or portion thereof allowance as provided by this by-law.

(m) "Weekly Indemnity Plan" means a plan of insurance to be entered into with an insurer licensed under The Insurance Act of Ontario which provides for the payment of benefits for a period of up to twenty-six (26) weeks or such period as the policy of insurance will provide to any employee who becomes wholly and continuously disabled and prevented from performing any and every duty of his occupation by sickness or injury upon such terms and conditions as the policy of insurance shall provide.

(2) The masculine pronoun, wherever used, includes female employees, unless the context indicates otherwise.

2. SICK LEAVE CREDITS

(1) The accumulated sick leave credits for each employee shall be fixed as of June 30th, 1982 but may be reduced in accordance with the provisions of this by-law.

(2) No employee shall be entitled to accumulate sick leave credits at the rate of one and one-half (1½) days per month in accordance with By-law 73-17, as amended, after June 30th, 1982.

(3) Each employee shall be entitled to six (6) non-accumulative sick leave credits per annum, which credits, in whole or in part, shall lapse if not used within the calendar year, provided that,

(a) a person who becomes an employee after the 30th day of June, 1982, is not eligible for non-accumulative-sick leave credits until the 1st day of the first calendar month following three complete months of active continuous service.

(b) after the 30th day of June, 1982, in the calendar year in which a person first becomes an employee, such person shall be entitled to only that proportion of six (6) non-accumulative sick leave credits for the calendar year that the number of months of such person's active continuous service in the calendar year is of twelve (12) months.

(4) The Treasurer shall perform all things necessary or incidental to the due carrying on of the accumulated or non-accumulative sick leave credit gratuities plan. Each respective Commissioner has the power to allow, amend or disallow any accumulated or non-accumulative sick leave credit or sick leave absence for any of his employees in accordance with the terms of this by-law.

(5) The Treasurer shall provide and keep a Register in which all accumulated and non-accumulative sick leave credits and sick leave ~~absences~~ for every employee shall be recorded so that the Register will show the net accumulated and non-accumulative sick leave credits of every employee which remain after all his sick leave absences have been deducted from his sick leave credits.

3. (1) Where an employee is absent due to accident and/or injury suffered during the course of his duties while in the employ of the Corporation and is in receipt of Workmen's Compensation and he requests that the municipality make up the difference between the amount of Workmen's Compensation being paid and his bi-weekly salary, converted to days or a portion thereof, then and in every such case, if the municipality complies with the employee's request, for each day for which the employee shall be absent there shall be charged against his sick leave credit the proportion paid to the said employee by the municipality, converted to days or a portion thereof. that is to say, the municipality shall only deduct from the said employee's sick leave credit, the proportion which it may pay to the employee in excess of that proportion paid by the Workmen's Compensation Board.

(2) Where an employee is entitled to receive benefits pursuant to the Weekly Indemnity Plan provided by The Corporation of the City of Sudbury and requests that an amount equal to his current bi-weekly salary,

less income tax deducted and all other amounts deducted, converted to days or a portion thereof, in the case of such employee for the three day waiting period pending the receipt of benefits for the days he would normally have worked commencing on the first full day of absence pursuant to the weekly indemnity plan be paid to him, there shall be charged against the sick leave credit provided herein, such absence on the basis of a day off being equal to one day's credit.

(3) Where an employee is absent and is entitled to receive benefits pursuant to the Weekly Indemnity Plan provided by the Corporation and such employee requests that the Corporation make up the difference between the amount of the benefits, less income tax deducted, and his salary or wages, less income tax deducted and all other amounts deducted, out of his sick leave credits, then for each day for which the employee is absent and in receipt of weekly indemnity benefits. there shall be paid to such employee the difference between the amount of his bi-weekly salary, less income tax deducted and all other amounts deducted, converted to days or a portion thereof for the period for which benefits are payable, and the benefits, less income tax deducted, and there shall be charged against his sick leave credits the proportion converted to days or a portion thereof that the amount paid to such

employee by the Corporation is of his salary or wages, less the above mentioned amounts deducted.

(4) Where an employee is absent and is entitled to receive benefits pursuant to the Long Term Disability Plan provided by the Corporation and such employee requests that the Corporation make up the difference between the amount of the benefits, less income tax deducted, and 85% of his salary or wages, less income tax deducted and all other applicable amounts deducted, out of his sick leave credits, then for each day for which the employee is absent and in receipt of Long Term Disability benefits, there shall be paid to such employee the difference between the mount equal to 85% of his bi-weekly salary converted to days or a portion thereof for the period for which benefits are payable and the benefits, less income tax deducted. there shall be charged against his sick leave credits the proportion converter! to days or a portion thereof that the amount paid to such employee by the Corporation is of his salary or wages, less the above mentioned amounts deducted.

(5) An employee who desires to make a request in accordance with subsections (2), (3) and (4) of this section shall do so at the time he reports his absence

(6) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons, which days of absence shall be deducted from their sick leave credits, except where such compassionate leave is provided elsewhere.

(7) Where an employee is absent by reason of accident, injury, or illness or for compassionate family reasons, the Treasurer shall first charge such absence against the non-accumulative sick leave credit and then against the accumulated sick leave credit

(8) No employee shall be entitled to charge sick leave credits against sick leave absences except in accordance with this by-law.

(9) In no case shall an employee receive an amount in excess of his bi-weekly salary, less income tax deducted and all other amounts deducted, as a result of the application of the provisions of this section.

4.

(1) An employee shall report his absence during the first hour on the first day on which such employee is absent from his work to his Commissioner or designate. Any Commissioner, upon previous notice may demand a medical doctor's certificate for any sick leave absence

(2) Any Commissioner, upon previous notice, may demand a medical doctor's certificate for any sick leave absence.

5. Any employee may ascertain the number of accumulated and non-accumulative sick leave credits to his credit by making a written request to his Commissioner or his designate.

6. When an employee having five years of completed service with the City ceases to be employed by the said City at any time after June 30th, 1982, there shall be paid to him or to his personal representative:

- (i) for those employees who are normally considered to be working a five-day week an amount equal to his current daily salary, wages or other remuneration for one-half the number of days in his accumulated sick leave credit balance, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.
- (ii) for those employees who normally work a four-day week, an amount equal to $.80 \frac{4}{5}$ of his current daily salary, wages or remuneration for one-half the number of days in accumulated sick leave credit balance, and, in any event,

not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

7. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 6 upon termination of employment regardless of cause, provided, however that the City may withhold therefrom any amount for which such employee is legally liable to account to the City in which case all sums withheld up to the full amount of such liability, shall forthwith vest in and be the property of the City. This by-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

8. WEEKLY INDEMNITY PLAN

(1) A weekly indemnity plan is hereby established for every employee to which this by-law applies and, subject to the control of Council, the conduct and management of such plan shall be vested in the Director of Human Resources for The Corporation of the City of Sudbury.

(2) A contract shall be entered into with an insurer licensed under The Insurance Act, R.S.O. 1970 to provide weekly indemnity insurance to the employees of The Corporation of the City of Sudbury.

- (a) The form and content of such contract shall be satisfactory to the Director of Human Resources.
- (b) The contract may be amended from time to time to such an extent and in such a manner as the Director of Human Resources may deem advisable.
- (c) Such Contract shall take effect upon the 1st day of July, 1982.
- (d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.
- (3) The weekly indemnity plan shall provide:
 - (a) that benefits to an employee who is wholly and continuously disabled by injury or admitted to hospital as an in-patient, shall be payable for the period from the first day of disability until the employee ceases to be disabled or a period of 26 weeks has elapsed from the date of disability.
 - (b) that benefits to any employee who is wholly and continuously disabled by sickness or is admitted as an in-patient to hospital, shall be payable from the fourth day of disability until the employee ceases to be disabled or a period of 26 weeks has elapsed from the date of disability.

- (c) Such amounts as are prescribed to be deducted or withheld from payments of benefits pursuant to The Income Tax Act and the Regulations thereto shall be deducted from the benefits payable and remitted to the Receiver General of Canada.
- (d) The benefit payable pursuant to the Weekly Indemnity Plan shall be equal to seventy-five per cent (75%) of an employee's weekly salary to a maximum of benefit of nine hundred and twenty-three dollars (\$923.00) per week provided that the benefits payable, less income tax deducted, may be supplemented pursuant to this By-law and subject to the contract of insurance, to a maximum of 100% of an employee's 'salary', less income tax, deducted and any other amounts deducted, from his sick leave credits.

9. LONG TERM DISABILITY PLAN

(1) A long term disability Plan is hereby established for every employee to which this by-law applies, and; subject to the control of Council, the conduct and management of such plan shall be vested in the Director of Human Resources for The Corporation of the City of Sudbury.

(2) A contract with an insurer licensed under The Insurance Act, R.S.Q. 1970 shall be entered into to provide long term disability insurance to the employees of The Corporation of the City of Sudbury.

- (a) The form and content of such contract shall be satisfactory to the Director of Human Resources.
- (b) The contract may be amended from time to time to such extent and in such manner as the Director of Human Resources may deem advisable.
- (c) Such contract will take effect upon the 1st day of July, 1982.
- (d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.
- (3) The long term disability plan shall provide:.
 - (a) That benefits to an employee who is totally disabled shall be payable from the 183rd day of disability until:
 - i) the employee ceases to be disabled;
 - ii) the employee is rehabilitated;
 - iii) the employee reaches the age of 65 or;
 - iv) the employee is disqualified pursuant to the terms of the contract of insurance.

- (b) Such amounts as are prescribed to be deducted or withheld from payments of benefits pursuant to The Income Tax Act and the Regulations thereto shall be deducted from the benefits payable and remitted to the Receiver General of Canada.
- (c) The benefit payable pursuant to the Long term disability plan shall be equal to seventy-five percent (75%) of an employee's monthly salary to a maximum of Four Thousand Dollars (\$4,000.00) per month provided that the benefits payable, less income tax deducted, may be supplemented pursuant to this by-law and subject to the contract of insurance to a maximum of eighty-five (85%) percent of his salary, less income tax deducted and any other amounts deducted, from his sick leave credits.


10. APPLICATION

The provisions of this by-law shall extend to all employees of the City of Sudbury who are members of the Canadian Union of Public Employees. Local 207, Local 1662 or Local 6 (Airport Employees), who were actively engaged by the municipality on the date that this by-law came into force or who became actively

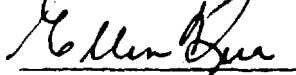
engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions of this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith.

11. Where a conflict appears between any provision of this by-law and any provision of contracts of insurance entered into pursuant to subsection 2 of Section 8 and subsection 2 of Section 9, the contract of insurance shall prevail.

READ THREE TIMES AND FINALLY ENACTED AND PASSED
IN OPEN COUNCIL THIS 14TH DAY OF JULY, 1982.



Mayor



Clerk

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY
TO AMEND BY-LAW 82-119 "BEING A BY-LAW OF THE CORPORATION
OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE
PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY
INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE
FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207,
LOCAL 1662, OR LOCAL 5 (AIRPORT EMPLOYEES)

WHEREAS the Council of The Corporation of the City of
Sudbury deems it desirable to amend By-law 82-119, as amended,
"BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO
PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY
INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE
FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL
5 (AIRPORT EMPLOYEES)"

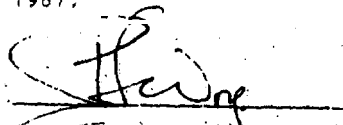
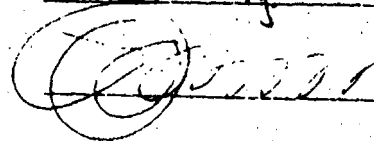
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY
OF SUDBURY HEREBY ENACTS AS FOLLOWS:

1. THAT Section 4(2) of By-law 82-119 be repealed and the
following substituted therefor:

"4(2) Any Commissioner or designate, upon previous
written notice, with a copy to the Union, on an
interview with an employee may demand a physician's
certificate for any future sick leave or absence".

2. THAT this by-law shall come into force and take effect
immediately upon the final passing thereof.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN
COUNCIL THIS 13TH DAY OF OCTOBER, 1987.


Mayor

Deputy
Clerk

**BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY
TO AMEND BY-LAW 82-119, AS AMENDED BY BY-LAW 87-226,
'BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY
TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A
PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG
TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR
LOCAL 6 (AIRPORT EMPLOYEES)'**

WHEREAS the Council of The Corporation of the City of Sudbury deems it desirable to amend by-law 82-119, as amended by by-law 87-226, "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)";

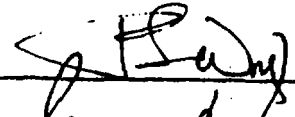
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

THAT Section 4(2) of By-law 82-119, as amended by By-law 7-226 be repealed and the following substituted therefor:


"4(2)Any Commissioner or a designate, upon previous written notice, with a copy to the Union, or an interview with an employee may demand a physician's certificate for any future sick leave or absence."

THAT this by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL THIS 7TH DAY OF JUNE. 1988.



Mayor



Clerk

LETTER OF COMMITMENT

BETWEEN

THE CORPORATION OF THE CITY OF **SUDBURY**
(Hereinafter called the "Employer")
OF THE FIRST PART

AND

CANADIAN UNION ~~OF~~ PUBLIC EMPLOYEES, LOCAL 6
(Hereinafter called the "Union")
OF THE SECOND PART

As an integral part of the new collective agreement for 1992-1993 between The Corporation of the City of Sudbury and Canadian Union of Public Employees, Local 6, the parties agree to commit themselves to the following:

A. THE CORPORATION OF THE CITY OF SUDBURY

1. *Joint Study - Job Descriptions*

The Employer hereby agrees to ~~complete~~ the Joint Union-Management study of job classifications ~~and their~~ job descriptions during the ~~term of~~ the collective ~~agreement~~. ~~This~~ joint study is not ~~for~~ the purpose of ~~rene-~~negotiating wages but rather is ~~strictly concerned with~~ updating ~~the~~ Job Descriptions ~~to~~ ensure that they cover the duties being performed by the ~~Job~~ Classifications ~~concerned~~.

2. *Garbage Truck Drivers*

The Employer agrees that providing the conditions of employment remain ~~the same~~ as present ~~and~~ within the terms of the 1992-1993 Collective Agreement then ~~all~~ Garbage ~~Truck~~ Drivers will be paid ~~forty-eight~~ (48) hours straight time for a ~~forty~~ (40) hour work week ~~and~~ ~~all~~ Garbage Collectors will be paid ~~forty-four~~ (44) hours straight time for a ~~forty~~ (40) hour work week.

3. *Training - St. Clair Street*

The Employer ~~intends~~ to continue its training ~~and~~ instructional program at its St. Clair Operation facilities. Such ~~training~~ will be ~~offered~~ to employees of the Physical Services ~~Maintenance~~ Section as well as the ~~Community~~ Services Parks & Recreation Section.

4. *Employment - Disabled Employees*

The Employer will continue to endeavour to ~~provide~~ suitable employment to employees who ~~are~~ disabled as a ~~result of an~~ accident incurred while in the service of ~~the~~ Employer.

5. Pay Cheques

- (a) Notwithstanding Article 26, the employees of the Maintenance Section of the Physical Services Department, on the afternoon shift on the Thursday before a Pay Day, can pick up their pay cheques between 4:00 p.m. and 4:30 p.m. provided no interruption beyond the control of the Employer is encountered.
- (b) Notwithstanding Article 26, Arena employees of the Parks and Recreation Section on the afternoon shift on the Thursday before Pay Day can pick up their pay cheques after 5:00 p.m. provided no interruption beyond the control of the Employer is encountered.
- (c) Notwithstanding Article 26, the employees whose regularly scheduled day off falls on a Pay Day can pick up their pay cheques between 4:00 p.m. and 4:30 p.m. on the day immediately preceding the Pay Day provided no interruption beyond the control of the Employer is encountered.

6. Mechanical Secrim-Physical Services Dept.-Work schedule

The Employer intends to continue to operate the Mechanical Section of the Physical Services Department under the work schedule previously agreed to between the parties as long as in the opinion of the Employer it is feasible to do so.

In any event, should the Employer deem it necessary to modify the work schedule, the Employer will notify the Union of its intentions prior to the implementation of the change(s).

7. Disciplinary Notices

Once effective computer software has been developed and implemented, the Employer agrees to advise employees as well as the Union that disciplinary notices as per Article 8:12 of the Agreement.

8. Work Schedule - Yard Attendant. Day Shift Spreader Operators

The Employer agrees that the work schedules for the Day Shift Spreader Operators and Yard Attendant will remain unchanged during the term of the collective agreement.

9. Safety Footwear - Hot Mix Crews

The Employer agrees to supply one additional pair of safety boots per year to those employees continuously engaged for the season with the permanent hot mix patching of utility cuts. The number of additional safety boots shall be limited to a maximum of five pairs.

10. General Wage Increase Retroactivity

The Employer agrees that the **January 1, 1992 General Wage Increase** will be adjusted retroactively and will be paid to **all persons** who were in the employ of the Employer as of the renewal date.

11. Weekly Indemnity Insurance Claim Forms

The Employer agrees to have Weekly Indemnity Insurance Claim Forms available to employees at the Maintenance Division Office as well as the Parks Department, Kathleen Street depot.

12. Maintenance Division Garage Summer Schedule

The Employer agrees to commence the Maintenance Division Garage Summer Schedule on the Friday of the Victoria Day weekend and ending on the Thursday preceding Labour Day.

B. CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6

1. Probationary Employee - Group Life Insurance

The Union hereby agrees and understands that Probationary Employees will not be entitled to be enrolled in or receive the benefits of the Group Life Insurance Plan until after completion of the sixth (6th) month of continuous employment with the Employer.

2. Garbage Collection Crews

The basic hours of work and conditions for Garbage Truck Drivers and Garbage Collectors are those as contained in **Article 17 - Hours of Work** with reference to operation of garbage collection equipment currently owned by the Employer. The Union agrees and understands that each Garbage Collection Task Crew is still to go out and complete its daily task of Garbage Collection even if at the commencement time for its shift there are less than three (3) employees available for its crew. The Employer will attempt to get the number of employees necessary to complete the three (3) Employee Task Crew out to the task crew concerned by approximately nine-thirty (9:30) a.m. Failure on the part of the Employer to complete the three (3) Employee Task Crew by approximately nine-thirty (9:30) a.m. will result in each employee on the task crew who commenced the shift at the proper commencement time getting paid one (1) extra hour at the applicable overtime rate for the day concerned.

It is recognized that the delivery of garbage collection services will be in a transitional period which will involve modification in routes, equipment and personnel.

During this **period** and in recognition that both parties realize the importance of efficient delivery of services, it is agreed that a Joint Committee of the Union and the Employer shall review the accumulated data with the objective of implementing modifications which will continue to improve efficiency in the system.

When adjustments in the collection crews are implemented, the Employer agrees that there shall be no lay-off or termination of permanent employees as a direct result of such adjustments.

The Employer further agrees that any employee permanently classified as a Garbage Collector or Garbage Truck Driver who is reassigned as a result of such adjustments shall maintain the hourly rate of pay of that former classification.

3. Maintenanceperson Arena - Reporting Sick

The Union agrees that notwithstanding anything to the contrary contained in the Sick Leave By-law #73-17, an employee in the Job Classification of Maintenanceman - Arena who is sick and unable to report for work shall report his sickness to his immediate supervisor at least one (1) hour before the beginning of his shift.

4. Union Leave of Absence - Negotiations

The Union hereby agrees with the Employer that Article 14:02 of the Collective Agreement does not permit representatives of the employees to request and/or be granted leaves of absence with pay during working hours for the purpose of negotiating amendments to the Collective Agreement or a new Collective Agreement; such negotiations not being "other business pertaining to this Collective Agreement".

5. Non-Union Employee Returning to Bargaining Unit

The Union agrees to meet with the Employer to discuss the issue of an employee returning to the bargaining unit from a Non-Union position if and when such a transfer is required.

C. THE CORPORATION OF THE CITY OF SUDBURY AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6

**I. *Vacation Scheduling - Physical Services
Parks & Recreation Maintenance Group***

- (a) Annual **vacation scheduling will be** carried out in accordance with guidelines set **out** by ~~the~~ Employer.
- (b) Such scheduling will give **first** priority to ~~the~~ most senior **employees** in **each permanent work** classification, (with due regard to ~~the~~ guidelines as **concerns** the maximum number of employees to **be** permitted away at **any one** time in **a work** classification **and the** limitations of prime time).
- (c) ~~Requests~~ for annual vacation must **be** submitted by employees **on** forms supplied by the Employer **on or** before February 20th of each year **so** that expeditious scheduling **and** verification of employee vacation times can proceed.
- (d) Employees who do not **submit** their initial vacation requests **on or** before February 20th will incur the risk of having their seniority bypassed in the scheduling process.
- (e) **In** the event that **an** employee's initial request for annual vacation **cannot be** accommodated, he **or** she will **be** permitted to resubmit his **or her** vacation **request** with due regard to his/her seniority standing.
- (f) The Employer **agrees to** meet **with the** Union prior **to** making the final decision with reference to ~~the~~ scheduling of annual **vacations** for the years 1992 **and** 1993.

2. *Operator Classification System*

Both Parties agree to the formation of a Joint Union-Management committee, ~~the~~ purpose of which is to implement a new Operator Classification System by July 1, 1993 as mutually **agreed between the** parties during negotiations.

3. *Canada Day Garbage Collection Crews*

Both Parties agree that should Canada Day occur on a Tuesday or a Wednesday, Garbage Collection crews will **be** required to work on ~~the~~ Monday preceding the holiday **and** that should Canada Day occur **on a** Thursday or a Friday, Garbage Collection crews **will be** required to **work** on the Saturday following ~~the~~ holiday. **Work will be performed at** overtime rates on a voluntary basis. If ~~the~~ actual compliment of crews cannot **be** made of regular sanitation employees, the overtime **will be** offered to employees in **other** classifications:

4. *Efficiency Review*

Both Parties hereto agree to meet within ninety (90) days of ratification of the terms of the Collective Agreement to develop terms of reference for an Efficiency Review process. The goal of the Efficiency Review will be to determine what changes can be made within the organization in order to increase the productivity and the total efficiency of the organization.

Once the terms of reference have been developed, each Bargaining Unit will name a representative who will meet with the employer to deal with issues specific to their Bargaining Unit.

Any agreements reached within this review process will be approved by the Union membership.

5. *Common Date of Hire*

Both Parties hereto agree that seniority for employees hired on the same day will be determined by a random draw of numbers.

6. *Loss of Driving Privileges*

Both Parties agree to meet jointly during the term of the Collective Agreement to discuss the issues surrounding the loss of driving privileges by a member of this bargaining unit.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6**

DATED at Sudbury, Ontario this 2nd day of Nov., 1992.

Per: J. P. Grant President

Per: Richard H. Hinkle Secretary

Per: Paul H. Hinkle Representative

Per: William B. Hinkle Sectional Vice-President

Per: J. L. Hinkle Mayor

Per: Allen B. Hinkle Clerk

Per: William B. Hinkle Chief Commissioner

Per: Wayne B. Hinkle Commissioner of Human Resources

Robert G. G. Witness