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EFF.	72	01	01
TERM.	93	12	31
No. OF EMPLOYEES	207		
NOMBRE D'EMPLOYÉS	D.S.		

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF
THE CITY OF SUDBURY**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 207**

**January 1, 1992
December 31, 1993**

ENTERED

MAR 15 1993

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**COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF
THE CITY OF SUDBURY
AND
CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 207**

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**COLLECTIVE AGREEMENT BETWEEN THE CORPORATION OF THE
CITY OF SUDBURY AND CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 207**

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 207, C.L.C.,
(Hereinafter called the "Union")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1:01** 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.
- 1:02** 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

- 2:01** This agreement shall apply to all office Clerical and Technical Employees of the Employer save and except:

CHIEF COMMISSIONER'S OFFICE

Chief Commissioner

Administrative Secretary to the Chief Commissioner

Administrative Assistant to the Chief Commissioner,

MAYOR'S OFFICE

Executive Assistant Mayor's Office

Secretary to the Mayor

LEGAL DEPARTMENT

City Solicitor

Secretary to the City Solicitor

Assistant City Solicitor

Secretary to the Assistant City Solicitor

HUMAN RESOURCES DEPARTMENT

Commissioner of Human Resources

Secretary to the Commissioner of Human Resources

Personnel Services Supervisor

Occupational Health and Safety Officer

Personnel Records Co-ordinator

FINANCE & ADMINISTRATION DEPARTMENT

Commissioner of Finance and Administration

Secretary to the Commissioner of Finance and Administration

Director of Administration/City Clerk

Municipal Law Enforcement Officer

Manager of Purchasing and Stores

Supervisor of Stores Inventory

Manager of Administration/Deputy Clerk

Director of Finance/City Treasurer

Secretary to the Director of Finance/City Treasurer

Deputy City Treasurer

Chief Tax Collector

Director of Information Systems & Budgets

Manager of Computer Services

Manager of Systems and Programming



COMMUNITY SERVICES DEPARTMENT

Commissioner of Community Services

Secretary to the Commissioner of Community Services

Admin. Assistant to Commissioner of Community Services

Fire Chief

Deputy Fire Chief **a**

Secretary to the Fire Chief

Civilian Alarm Room Operators - Fire Department

Director of Parks and Recreation

Manager of Recreation Programs

Program Co-ordinators

Manager of Recreation Facilities

Aquatics **Co-ordinator**

Co-ordinator of **Recreation** Arenas

Manager of Development Services

Manager **Sudbury Arena**

Assistant Manager **Sudbury Arena**

Co-ordinator of **Parks** Services

Manager Convention Bureau

Manager of **Parks Operations**

Manager of Special Projects

General Foreperson Parks Facilities and Maintenance

Facilities Foreperson Parks Facilities and Maintenance

Cemetery Manager

Director of Transportation Operations

General Manager **Transit Operations**

Marketing Co-ordinator

Operations Supervisor **Transit**

Co-ordinator of **Transit Services**

Fleet Manager Transit

Maintenance Co-ordinator **Transit**

Transit Inspector

Airport Manager

Airport Maintenance Supervisor

PHYSICAL SERVICES DEPARTMENT

Commissioner of Physical Services

Secretary to the Commissioner of Physical Services

Director of Maintenance

Manager of fleet Operations - Maintenance Division

Equipment Operations Supervisor

Garage General Foreperson

Manager of Maintenance Section

Area General Foreperson

Sanitation Foreperson

Area Foreperson

Maintenance Program Co-ordinator

Maintenance Office Manager

Director of Engineering and Construction

Director of Development, Property and Traffic Services

Design & Construction Engineer

Manager of Technical Services

AND

persons above the rank of Foreperson, students hired for school vacation period for Recreation programs in the Community Services, Parks and Recreation Section persons employed for not more than twenty (20) hours per week except those referred to in Schedule "H".

- 2:02 All newly proposed positions will be considered jointly by the Employer and the Union to determine if the position should be included or excluded from the Scope of this Agreement.
- 2:03 Employees outside the Scope of this Agreement shall not perform the regular duties of the employees within the Scope of the Agreement, except for the purposes 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 of Coverage, hours of work, wages, and all other conditions pertaining to this Agreement.

ARTICLE 4 - RESPONSIBILITY OF EMPLOYEES

4:01 *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.

4:02 *Disputes*

This responsibility to the citizens is the sole 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 of 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 under Article 6.

4:03 It shall be the responsibility of each employee to notify the Office of the Commissioner of Human Resources within five (5) calendar days of any change in his address or telephone number.

ARTICLE 5 - EMPLOYER RIGHTS

5:01 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.

5:02 The Employer also has the right to make and alter from time to time rules and regulations to be observed by employees. When rules or regulations are instituted or altered, the Employer shall give prior notice to the Union and inform employees by posting on bulletin boards. It is understood that rules and regulations shall not be contrary to this Agreement.

- 5:03 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of the employee to lodge a grievance as set forth herein.

ARTICLE 6 - GRIEVANCE PROCEDURE

6:01 Exclusion

This Grievance and Arbitration Procedure shall not apply to Union concerns regarding the adequacy of Job Documents and/or the Rating for jobs covered by the Job Evaluation Plan, which shall be processed in accordance with the Challenge Procedures contained in the Job Evaluation Manual.

6:02 (1) Definition of Grievance

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

(2) 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.

(3) Grievances in Writing

Complaints and grievances shall be dealt with in the following manner, and all grievances must be in writing and may be submitted provided that no more than thirty (30) calendar days have elapsed since the occurrence of the alleged grievance.

(4) Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee from members of Local 207 who shall be employees of the Employer. The members of such a Committee shall be communicated to the Employer.

(5) Complaint Stage

It is understood that an employee has no grievance until the employee has first given the employee's immediate Supervisor an opportunity to adjust the employee's complaint. In discussing the complaint, the employee may be accompanied by a Steward.

(6) Any employee's complaint which is not settled by the immediate Supervisor within five (5) calendar days shall then commence at Stage One of the Grievance Procedure.

6:03 STAGE ONE

If the Union Grievance Committee decides to **proceed** with a Grievance then one (1) member of the Union Grievance Committee shall, within seven (7) calendar days after the complaint stage take the written grievance to the appropriate Commissioner who shall schedule a meeting between the parties including the Commissioner of Human Resources or his designate which shall take place within five (5) calendar days of receipt of the grievance. A written answer from the Commissioner shall be given within five (5) calendar days of the meeting. Failing settlement of the grievance within five (5) calendar days of the meeting at this stage, then **Stage Two** may be invoked.

6:04 STAGE TWO

Four (4) members of the Union Grievance Committee, a **National Representative and/or Legal Counsel**, may within ten (10) calendar days after the meeting at Stage One take the matter up with City Council or its designated representatives. A meeting within fourteen (14) calendar days of receipt of notification by the Union Grievance Committee shall then take place. A written answer shall be given within ten (10) calendar days of the meeting. Failing settlement at this stage within fourteen (14) calendar days after the date of the meeting, then the matter may be referred to Arbitration in accordance with Section 44 (1) or Section 45 (1) of the Ontario Labour Relations Act.

6:05 Extension of 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 herein unless by mutual consent, which consent shall not be arbitrarily or unreasonably withheld by either party to this Agreement.

6:06 Grievance Resulting From Job Posting

It is agreed and understood by both parties hereto that a grievance as a result of a job posting under Article 10, shall be initiated under Stage One of the Grievance Procedure.

6:07 ARBITRATION

(1) If any difference 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.

(2) When either Party requests that a Grievance be submitted to arbitration, the request shall be made by Registered Mail addressed to the other Party of the Agreement, indicating the name of its Nominee on a 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.

- (3) The above provisions shall **apply unless** either Party applies for a sole Arbitrator under Section 45 of The Ontario Labour Relations Act.
- (4) **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.
- (5) 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 my **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 my 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.
- (6) 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 Chairperson,** and any cost of the place of hearing of such arbitration, if and when the necessity arises.

6:08 GENERAL GRIEVANCES

(1) **Complaint** Stage

It is understood there is no general grievance until the Commissioner of Human Resources and the **affected Commissioner concerned** or their designates have had an opportunity to **adjust the** complaint. Such complaint to be satisfactorily settled within five **(5) calendar days** following the date of receipt of the complaint or it may then be immediately implemented under Article 6 - Stage **Two.**

(2) **Definition**

General grievances are differences arising directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement. **They may be** submitted in writing by either party and dealt with as a grievance commencing at Stage **Two** of the Grievance Procedure, after Section 6:08 has been complied with.

(3) Any grievance by the Employer or the Union as provided under Section 6:08, shall be filed within sixty (60) calendar days of the date of the occurrence.

6:09 (1) *Discharge, Suspension and Discipline Cases*

An employee may be discharged, suspended or disciplined, for just cause and if the employee believes that the discharge, suspension or discipline is not justified, the employee may have the grievance processed under the Grievance Procedure starting at Stage Two, if presented in writing within seven (7) calendar days after the date of discharge, suspension or discipline. If a grievance 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.

6:10 *Notification of Dissatisfaction*

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

6:11 *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.

6:12 *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-Resident and the Local Executive have had an 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 Resources 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.

ARTICLE 7 - UNION SECURITY

7:01 (1) Check Off

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 this agreement and it shall continue during the period of this contract.

(2) Amount of Dues

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

(3) Deduction and Remittance of Dues

The Employer agrees to deduct the amount of dues from the first and last payroll periods of each month and remit the amount of dues so deducted to the Treasurer of the Union no later than seven (7) calendar days after which the dues are deducted.

(4) 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. This statement will also indicate the status of employees by showing whether an employee is permanent, probationary, temporary or student.

7:02 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, or any other conditions affecting the welfare of the employees in general.

7:03 (1) Labour Management Committee

The parties commit themselves to maintain good communications. To this end, the Employer hereby agrees that Representatives of its administration shall 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.

(2) 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 alternate over the meetings.

(3) 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.

(4) The Committee shall not have jurisdiction over any matters which pertain to 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.

7:04 Censure or Discipline

Whenever the Employer deems 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 Steward if he so wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the secretary of the Union.

7:05 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 8 - SENIORITY

- 8:01** (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, employees shall be laid off in reverse order of seniority, starting with Temporary Employees in the Bargaining Unit who shall be laid off first; Probationary Employees in the Bargaining Unit shall be laid off second; and then starting with those Permanent Employees with the least seniority.
- (3) When Permanent or Probationary Employees are laid off under this Article and jobs have re-opened with the Employer, such Employees shall be called back on a seniority basis.
- (4) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Temporary Employees who are laid off under this Article.

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8:02 (1) *Seniority List - Permanent Employees*
A Seniority List of all **Permanent Employees** covered by this Agreement shall be posted in July 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 in accordance with the provisions of Article 28:02. 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 July each year. This list will show 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 list will be posted on all bulletin boards and copies will be supplied to the Union.

(3) *Second Copy of Seniority 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.

8:03 *Seniority Protests*
Protests in regard to the lists mentioned in Article 8:02 above must be submitted in writing to the Commissioner of Human Resources within thirty (30) calendar days from the date the lists are posted. When proof of error is presented by the employee or his representative, such error will be corrected and when so corrected the agreed upon correction shall be final. No change in the seniority status of an employee shall be made unless agreed to by the Union.

8:04 *Probationary Period*
In hiring it is agreed and understood that all newly hired Probationary Employees will be on a probationary period of up to a maximum of six (6) months duration. After completion of the probationary period, seniority shall then become effective from the commencement date of probation, except for a Temporary employee becoming Probationary, then seniority shall be effective from the latest date of entry into the employ of the Employer.

8:05 *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, he shall be paid in lieu of work for that part of the notice during which work was not made available to him.

ARTICLE 9
LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

9:01 Seniority rights shall ~~cease~~, and employment will be ~~terminated~~ for any of the following reasons;

- I. Voluntary ~~resignation~~;
2. Discharge ~~for just cause~~;
3. Failing to report to ~~work~~ within ~~seven (7) calendar days after receipt of a notice by registered mail to return to work after a lay-off~~;
- 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 Temporary Employee after any lay-off;
6. Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE 10 JOB POSTING

10:01 (I) ***Vacancies & Newly Created Positions***

All vacancies and newly created positions, which the Employer intends to fill, shall be posted for a minimum of seven (7) calendar days during which time the Permanent Employees will have an opportunity to apply on the forms provided and be duly considered. If there is no applicant having the necessary qualifications contained in the job description from amongst the Permanent Employees, then second consideration shall be given to applicants from amongst the Probationary Employees, third consideration to Temporary Employees and fourth consideration, to non-employees. It is agreed and understood that Probationary Employees and Temporary Employees shall have the opportunity to submit an application for a job posting when same is first affixed to bulletin boards. ¶

(2) Posting Period

The posting period shall begin within seven (7) calendar days of the date the vacancy occurs, or becomes known, and the notice will be posted after a 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) Placement

The placement of a successful candidate to a job posting shall become effective within four (4) weeks of the selection. The new rate of pay shall also come into effect to coincide with the placement of the successful candidate.

(4) Limited Position

A Limited Position shall mean a position which is for a limited duration not exceeding six (6) months or such longer period as may be mutually agreed upon between the Employer and the Union. Unless a Limited Position is extended beyond the aforementioned period of six (6) months, the position shall automatically rank as a permanent position and shall be posted.

(5) The notice of posting with regard to Limited Positions will indicate estimated probable duration.

(6) The Permanent Employees filling Limited Positions shall, on termination of such Positions, revert to the Classification and Group held immediately preceding selection.

(7) Posting Pregnancy Leave

Only the initial vacancy resulting from an application for Pregnancy Leave and Adoption Leave will be filled according to Article 10 Job Posting.

(8) 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 of the vacancy.

(9) Employer Unable to Fill Vacancy

If the Employer is unable to fill a vacancy or a newly created position by the Job Posting Procedure hereunder or by hiring from the outside labour market within three (3) months from the date of the first posting of the vacancy or newly created position concerned, then the Employer shall either immediately re-post in accordance with the provisions of Article 10:01 or give written notice to the Union of a decision to postpone or not to fill the position concerned at that time.

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(10) Promotions

Both parties recognize:

- (a) the principle of **promotions** with the service of the Employer;
- (b) that job opportunity should **increase** in proportion to length of service.

Therefore, in **making staff changes, transfers, or promotions**, appointment shall be made of the applicant with the **greatest seniority and having the required qualifications as contained** in the job description.

10:02 Exceptions

Vacancies occurring in jobs covered by this Agreement shall be **posted**, with the following exceptions:

- (1) A change to **the Job Duties, Rating and/or Salary Group** resulting from a **Job Evaluation Plan Challenge, or a review of a rating by the Joint Rating Committee, or a change to a Job Title and/or Occupation Code** only, shall **not be considered to create** a vacancy,
- (2) A change to the **duties of an occupied job wherein the salary group remains unchanged, shall not be considered to create** a vacancy.
- (3) **The restructuring of a job in a manner which justifies application of the Downgrading Rule (Article 27 27:09) to the incumbent, shall not be considered to create** a vacancy.

(4) Notice of Intention to Hire

Job Postings for those job classifications in Groups 1, 2 and 3 of Schedule "A" of this Agreement notwithstanding the foregoing and subject to Article 10:01 (7), a "Notice of Intention to Hire" will be posted. Interested persons shall notify the Human Resources Section within two (2) working days of this notice.

10:03 (I) Trial Period

A successful applicant to a Job Posting shall be **so advised in writing**. Such successful applicant to any Job Posting shall be placed on an appropriate **trial period**. The length of this **trial period shall be based on the** applicant's performance and in any case shall be no **longer** than three (3) months. **All other applicants to the Job Posting concerned will be advised in writing of their rejection and stating the particular qualification or qualifications the applicant lacks which caused his or her rejection.**

(2) Successful applicants to **Job Postings within or outside the Scope of this Agreement, if unsatisfactory for the position during the trial period shall revert to their classification, Group and Year held immediately preceding such Job Posting.**

(3) Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

10:04 Job Description & Specifications

A Job Posting referring to jobs covered by the Job Evaluation Plan shall be based on the Job Description and Specifications. Nothing contained in the Job Posting shall contravene the information contained in the Job Documents and in any case such notice shall contain the information described in the Job Evaluation Job Description, such as nature of position, initial ing location, and qualifications.

ARTICLE 11 RELIEVING IN OTHER JOB GROUPS

11:01 Relieving in Higher Job Group

An employee temporarily assigned to a position in a higher job group to replace an employee for an absence not to exceed sixty (60) calendar days, if not less than one (1) calendar day, shall receive a rate of pay increase in the higher job group of not less than one (1) increment above the rate of pay being received immediately prior to the temporary relieving assignment. Upon completion of the aforesaid sixty (60) calendar day period the temporary assignment, unless mutually extended by the parties hereto, which extension shall not be arbitrarily or unreasonably withheld by either party hereto, shall be posted in accordance with Article 10.

11:02 Relieving in Lower Job Group

An employee temporarily assigned to a lower job rated classification shall receive his or her basic rate of pay while so assigned.

11:03 Relieving Outside Bargaining Unit

When an employee is requested in writing and is willing to relieve in a position outside the bargaining unit, upon the completion of one (1) calendar day, the employee shall receive no less than ten percent (10%) above the employee's regular rate, or the entry level of the Non-Union job, for the full period of relief, whichever is greater. Such employee shall continue paying Union dues during the full period of relief.

ARTICLE 12 HOLIDAYS

12:01 (1) *Permanent, Probationary & Temporary Employees*

All Permanent, Probationary and Temporary employees except Students (Article 29:01) shall be paid a normal day's pay at their regular rate for each of the following Holidays except as otherwise provided under Article 12. 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 | |

(2) *Students*

All Temporary employees who are Students (Article 29:01) shall be paid a normal day's pay at their regular rate for each Holiday defined as a Public Holiday under The Employment Standards Act, 1974 and any amendments thereto. It is agreed and understood that such Temporary employees are entitled to be paid for such Public Holidays notwithstanding that they may not meet the prerequisites for payment set out in The Employment Standards Act, 1974 and any amendments thereto.

12:02 *Proclaimed Holidays*

All Permanent, Probationary and Temporary employees except Students (Article 29:01) within the scope of this Agreement shall be paid a normal day's pay at their regular rate for any Holidays proclaimed by the Governor-General or the Lieutenant-Governor. Permanent employees on sick leave of absence with pay shall receive the same consideration and remuneration.

12:03 *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.



12:04 (a) *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.

Holiday	Falling On	Day Off With Pay In Lieu
New Year's Day	Saturday or 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 or Monday	Tuesday following

12:05 *Work Performed on Holidays*

For all work performed on Holidays, employees shall be paid, in addition to their Holiday pay, a minimum of four (4) hours pay for four (4) hours work or less at the rate of time and one-half (1 1/2) of the employee's regular rate.

12:06 *Qualification*

An employee to qualify to be paid for a Holiday or Proclaimed Holiday must work the employee's regular shift before and after such Holiday unless the said employee is on annual vacation, sick leave of absence with pay or excused from duty by the employee's Director or a designate.

ARTICLE 13 ANNUAL VACATIONS

13:01 (1) *One Year or More of Continuous Service*

Every Permanent Employee who has completed one (1) year or more of continuous service with the Employer by 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 EITHER at the employee's basic rate equal to the basic work week hours in effect immediately prior to the commencement of the employee's annual vacation 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 Sub-Section (1) hereof, any Permanent Employee who has completed four (4) or more years of continuous service with the Employer by 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 EITHER at the employee's basic rate equal to the basic work week hours in effect immediately prior to the commencement of the employee's annual vacation 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 Sub-Sections (1) and (2) hereof, any Permanent Employee who has completed nine (9) or more years of continuous service with the Employer by 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 EITHER at the employee's basic rate equal to the basic work week hours in effect immediately prior to the commencement of the employee's annual vacation 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 Sub-Section (1), (2) and (3) hereof, any Permanent Employee who has completed nineteen (19) or more years of continuous service with the Employer by 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 EITHER at the employee's basic rate equal to the basic work week hours in effect immediately prior to the commencement of the employee's annual vacation 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 Sub-Sections (1), (2), (3) and (4) hereof, Permanent **Employee who has completed twenty-four (24) or more years of continuous service with the Employer by 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 EITHER at the employee's basic rate equal to the basic work week hours in effect immediately prior to the commencement of the employee's annual vacation 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) Employees With Less Than One Year of Continuous Service

Permanent and Probationary Employees with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Sub-Section (1), as it relates to a calendar year, and to receive pay for such absence at their basic rate in effect immediately prior to the commencement of their annual vacation.

(7) Vacation Credits Cease

Notwithstanding the provisions of Article 13:01 (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.

13:02 (1) Termination of Employment

Permanent and Probationary Employees upon termination of employment will be entitled to be paid their annual vacation accrual as established under this Article.

(2) Temporary Employees upon termination shall be entitled to vacation pay in accordance with The Employment Standards Act, 1974 and amendments thereto.

13:03 Vacation Pay

Notwithstanding anything in the Collective Agreement to the contrary, the Corporation 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 13 of the Collective Agreement on the first pay day in May.

13:04 ***Paid Holiday During Vacation Period***

If a Paid Holiday falls within a vacation period, the employee and the employee's immediate Non-Union Supervisor shall agree that the Paid Holiday shall be added to the beginning or the end of the vacation period or taken at another mutually agreeable time.

13:05 ***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 "D".

**ARTICLE 14 HOURS OF WORK, OVERTIME,
SHIFT DIFFERENTIAL AND ANNUAL REVIEW**

14:01 **HOURS OF WORK**

(1) ***Basic Hours of Work***

Subject to Article 14:01 (2), (3), (4), (5), (7) & (8) the basic hours of employ for all employees shall be within the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, inclusive, subject to the following:

(2) ***Flexible Hours***

Employees shall work their required work day, as arranged between individual employee(s) and their respective immediate non-union supervisor, within the above basic hours of employ. There shall be included, a minimum of one-half (1/2) hour unpaid lunch period, daily.

(3) ***No Agreement***

Should agreement as to required work day not be reached between employee and their respective immediate non-union supervisor, then the hours of work shall then be 9:00 am. until 5:00 p.m. Monday to Friday inclusive with one (1) leisure hour allotted daily therein for a lunch time (35 hour work week), however these hours are subject to Article 14:01 (7).

(4) ***Transit Section***

For those employees employed in the Classification of Clerk-Typist I in the Transit Section, the basic hours of employ shall be from 7:30 am. to 4:00 p.m., Monday to Friday, inclusive, with one-half (1/2) leisure hour allotted daily therein for a lunch time (forty {40} hour work week).

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(5) ***Complement Municipal Services***

For those employees whose employment is required to complement other Municipal services the basic hours of employ shall be 8:00 a.m. until 5:00 p.m., Monday to Friday, inclusive with one (1) leisure hour allotted daily therein for a lunch time (forty {40} hour work week); however, these hours are subject to Article 14:01 (1)(2) and (7).

(6) The above daily schedules may be adjusted by the Commissioner concerned when an emergency arises.

Day Shift	Shall not commence Shall not cease	prior to 8:00 a.m. prior to 5:00 p.m.
Afternoon Shift	Shall not commence Shall not cease	prior to 4:00 p.m. prior to 12:00 midnight
Night Shift	Shall not commence Shall not cease	prior to 12:00 midnight prior to 8:00 a.m.

(7) Summer Hours

From the first Monday in May through to the last Friday of September and subject to Article 14:01 (2), (3), (4), (5) and (6) summer hours will be observed as follows:

- (a) For those employees working a thirty-five (35) hour week, summer hours will be 8:30 a.m. to 4:30 p.m. with one (1) hour off for lunch.
- (b) For those employees working a forty (40) hour week, summer hours will be 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour off for lunch.

(8) Stockkeeper

The Union hereby agrees that notwithstanding anything to the contrary contained in Article 14 dealing with Basic Hours of employ, the Employer may place one (1) Stockkeeper on a constant 4:00 p.m. mid-night shift, Monday to Friday, both inclusive.

14:02 Rest Periods

Employees shall be entitled to a fifteen (15) minute rest period which includes a coffee break, in the building each morning and afternoon.

14:03 (1) Saturday Work

All work performed on a Saturday, shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay.

(2) Sunday Work

All work performed on a Sunday, shall be paid for at the rate of double time (2x), with a guaranteed minimum of four (4) hours pay at double time (2x) for three (3) hours work or less.

14:04 Weekly Work

Employees shall be paid for their normal weekly work in accordance with the appropriate pay plan set out in Schedules "A", "B", "C", and "F" to this Agreement. Any employee presently working a thirty-five (35) hour work week who is designated to work a forty (40) hour work week, shall in consideration thereof, receive an additional one-seventh (1/7th) remuneration as

listed in the appropriate pay plan set out in Schedules "A", "B", "C", and "F" to this Agreement.

14:05 *Animal Control Officers*

- (1) For those employees in the classification of Animal Control Officer the basic hours of work shall be 8:00 am. to 7:00 p.m. with one (1) leisure hour allotted daily therein for a lunch period followed by a one-half (1/2) hour paid dinner period during the second half of the shift.
- (2) The provisions of Article 14:10 (1) (2) and (3) of this agreement shall apply to Animal Control Officers.
- (3) Only those hours worked in excess of the normal hours of work described in Article 14:10 (1) on a Sunday shall be paid for at the rate of double time (2x).
- (4) The regular shift schedule for Animal Control Officers shall be as set out in Schedule "G" attached hereto and forming part of this agreement.

14:06 OVERTIME

Work Continuous With Regular Shift

When an employee is called upon to perform work which is continuous with the employee's regular shift, the employee shall be paid time and one-half (1 1/2) for overtime on the following conditions:

- (1) **First Hour of Overtime**
When the employee works the first hour or part thereof of overtime, the employee is guaranteed a minimum of one (1) hour's pay at time and one-half (1 1/2).
- (2) **Second Hour of Overtime**
When the employee is required to also work the second hour or part thereof of overtime, the employee is guaranteed a minimum of two (2) hours pay at time and one-half (1 1/2).
- (3) **Overtime Beyond Two Hours**
When the employee is required to work beyond two (2) hours of overtime, the employee shall receive pay at the rate of time and one-half (1 1/2) for the time actually worked.

14:07 *Work Not Continuous With Regular Shift*

All work performed outside of the normal working hours or the shift scheduled working hours shall be paid at the rate of time and one-half (1 1/2) of the employee's regular rate of pay with a guaranteed minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate if

the employee is called upon to **perform work** nor continuous with his regular shift.

14:08 Division of Overtime

Overtime will be divided as equitably as possible among the employees in each section. Such overtime shall be offered to permanent employees before probationary and temporary employees are considered.

14:09 OVERTIME MEAL ALLOWANCE

- (1) Where an employee is called upon without having received twenty-four (24) hours prior notice to perform more than two (2) hours overtime work continuous with the employee's regular shift the employee shall be paid Seven Dollars (\$7.00) for the purpose of purchasing a meal.

14:10 SHIFT & SUNDAY DIFFERENTIALS

- (1) Employees required to work on a shift schedule shall receive the following additional rate per hour in their basic rate of pay:

Afternoon Shift	\$.40 per hour
Night Shift	\$.46 per hour

- (2) Pool employees shall receive a Sunday Differential of One Dollar and Sixty Cents (\$1.60) per hour for Sunday regular hours of work.
- (3) The Shift and Sunday Differentials set out in this article shall not apply when overtime or premium rates apply.

14:11 ANNUAL REVIEW

On January 1st or July 1st of each year, as the case may be all employees who have attained permanency shall have (Jan.) or (July) affixed to their names as contained in the aforesaid January or July Seniority Lists. These employees shall have their year's work reviewed during December or June of each year with their respective Director, and if recommended and applicable, will progress into the next annual increment year. In any case the employee shall receive a copy of their annual review.

- 14:12** (1) Employees will be required to have worked for a full year from the last date of review to qualify for the considered annual increment.

- (2) Effective January 1st of each year, eligible employees whose appointment or promotion becomes effective between January 1st and June 30th inclusive and each year thereafter shall have their work reviewed with their respective Director and if recommended and applicable, shall receive the annual salary adjustment on January 1st of each following year. Employees who subsequently attain permanency shall

have the **affix (Jan.) designated to their names**. Their annual review of work performance shall be conducted during the month of December. In any case the employees shall receive a copy of their annual review.

- (3) Effective **January 1st** of each year, eligible **employees** whose appointment or promotion becomes effective between **July 1st and December 31st** inclusive and each year thereafter shall have their work reviewed with their respective Director and if recommended and if applicable, shall receive the annual salary adjustment on **July 1st** of each following year. **Employees** who subsequently attain permanency shall have the **affix (July)** designated to their names. Their annual review of work performance shall be conducted during the month of June. In any case the employees shall receive a copy of their annual review.
- (4) An **employee** who does **not receive** an annual increment after the annual review of his work performance shall be given the reasons in writing by the Employer as to why same was not received.
- (5) Should an **employee** decide he has been unfairly dealt with under the provisions of **Article 14 (14:11, 14:12, and 14:13)** he may submit the matter as a grievance.

14:13 CONTINUING POLICIES:

(1) Annual Increments:

Annual increases on either of the annual review dates **January 1st or July 1st** to incumbents who are doing **satisfactory work or** who have shown improvement during the period since the last annual increase on recommendation of Commissioner.

(2) Transfer:

Simply a change of job title and not salary rate or review date. Incumbent moves to different job and duties in **same** Group and **Salary Range**.

(3) Promotion Rule:

An incumbent is moved to a job in a higher Group and must receive an increase in his salary rate. The incumbent would immediately move to a higher rate that will provide at least equivalent of **one (1)** annual increment in former salary range.

(4) Demotion:

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An incumbent is moved to a job in a lower Group which must entail a decrease in salary rate, due to **inability, incompetence or misconduct**, the incumbent would immediately move to a lower rate. The new rate shall not be lower than the **minimum** of the new Group.

An incumbent that is moved to a job in a lower Group due to inability, incompetence or misconduct may create a vacancy.

ARTICLE 15 LEAVE OF ABSENCE

- 15:01 (1) **Salary Representative of the Union**
Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay and without loss of seniority while so engaged, provided written request is made by the Union.
- (2) **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 that the employee may be a candidate in Federal, Provincial or Municipal elections.
- 15:02 (1) **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 for the purpose of investigation, consideration and adjustment of grievances, or any other business pertaining to this Collective Agreement.
- (2) **Negotiation**
The Union hereby acknowledges and agrees that when the Employer grants representatives of the employees leaves of absence during working hours for the purpose of negotiating a new Collective Agreement or amendments to or renewal of the present Collective Agreement, that such leaves are not leaves of absence within the meaning of Article 15:02 and thus do not require the Employer to pay such representatives for the working hours concerned.
- 15:03 **Conventions**
Four (4) duly appointed delegates shall be granted leave of absence without pay and without loss of seniority to attend Conventions of the Union upon a thirty (30) calendar day written notice to the Commissioner of Human Resources. The Union shall endeavour to allocate appointed delegates as evenly as possible between the various Departments. Leaves of absence without pay and without loss of seniority shall be granted to duly elected members of the Executive and Committees of Canadian Union of Public Employees, its affiliated or chartered bodies to attend meetings of such Executive or Committees.

15:04 (1) **Personal Leaves of Absence**

Employees, at the discretion of the Employer, shall be granted, not to exceed three (3) months. leave of absence without pay, permission to be obtained in writing, and unless employees so furloughed report for duty on or before expiration of such furlough, their names shall be taken from the seniority roster, and if they return to work thereafter, such employees shall rank as new employees, provided however, such furlough may be extended by mutual consent of the Employer and the Union. Leave of absence under this rule shall not be granted for the purpose of engaging in work outside the services of the Employer except in cases of sickness or other exceptional circumstances.

(2) **Personal Leave Days**

Employees will be granted Personal Leave Days with pay upon the following terms:

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

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

- (b) 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.

(3) Armed Forces

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 leave of absence.

(4) Adoption

The Employer agrees that in the case of an employee adopting a child the three (3) month leave of absence which was granted under Article 15:04 (D), shall be extended up to six (6) months if determined necessary by documented evidence from the appropriate agency.

15:05 Seniority List

The name of an employee on a personal leave of absence in excess of two (2) calendar weeks, shall be continued on the Seniority List, but shall not accumulate seniority while on such leave of absence.

15:06 Pregnancy

- (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 or adoption leave shall provide the Employer with a minimum two (2) weeks notice.
- (3) An employee on Pregnancy Leave shall not receive Sick Leave Pay.
- (4) An employee on Regnancy Leave shall continue to accrue annual vacation entitlement and seniority provided she returns to the employ of the Employer at the end of said leave.
- (5) **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 23:01 (I) 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.

(6) 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.

15:07 Jury and Witness Duty Leave

- (1) Employees subpoenaed to act as Jurors or Witnesses in criminal or civil courts or in 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 his 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 his 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 a Coroner's Inquest as a direct result of the employee's employment with the Corporation and being on approved vacation, such time spent as a juror or witness shall be reinstated for further use of the employee at a time mutually agreed between the employee and the employee's immediate supervisor.

15:08 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 with loss of pay but 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.

ARTICLE 16 RETIREMENT AND PENSION PLANS

- 16:01 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 in addition to any O.M.E.R.S. benefits to which they are entitled, any pensions and/or any retirement allowance to which they are entitled under Retirement By-law 57-78.
- a**
- 16:02 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.
- 16:03 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 17 NO STRIKES OR LOCKOUTS

- 17:01 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.
- 17:02 The Union agrees that it will not cause or take part in any stay-in or slow-down in any Department, or a strike or stoppage of any of the Employer's operations and/or services, or any picketing of the Employer's premises during the term of this Agreement. It is further agreed that the Employer may discipline or discharge any employee who causes or takes part in any such action.
- 17:03 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 18 NO DISCRIMINATION

- 18:01 Where an employee has the necessary qualifications contained in the Job Description and/or has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointments or salaries in such positions.
- 18:02 **General**
There shall be no discrimination, intimidation or coercion exercised by the Employer, or the Union against any employee because of membership or non-membership in any lawful Union, or because of age (as defined in the Ontario Human Rights Code), sex, race, colour, religion or creed, marital status, family relationship or political affiliation.

18:03 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.

18:04 Sexual Harassment

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

ARTICLE 19 GENERAL

19:01 Benefits

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

19:02 Time Act

Notwithstanding the Time Act, R.S.O. 1980 c. 501, when 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.

19:03 Personnel File

- (1) An employee may from time to time submit to the Commissioner of Human Resources for inclusion in his personnel file additional qualifications which have been acquired.
- (2) It shall be the right of each employee, upon sufficient notice and at reasonable intervals, to have access to and review the contents of his personnel file, including his attendance records, in the presence of the Commissioner of Human Resources or his designate. With written permission of the employee, a Union Representative shall also have the right of access to an employee's personnel file, including his attendance record.

19:04 Union Representative

The Employer agrees that the Union shall have the right at any time to have the assistance of Representatives of Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the offices of the Department of Human Resources in order to investigate and assist in settlement of a Grievance.

19:05 Rented Vehicle

The Employer agrees that an Employee shall have the right to refuse to operate a rented vehicle which is unsafe as determined by a Mechanic "A" of the Employer.

19:06 Work Location

If employees within the Bargaining Unit are called upon to report to work at locations or depots outside the City of Sudbury after the execution of this Collective Agreement, then the Corporation agrees with the Union to meet and negotiate what conditions and/or financial remuneration, if any, should apply to such reporting.

19:07 Correspondence

The Employer agrees that all correspondence between the parties arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of Local 207 at a mailing address to be designated by the Union.

19:08 Contracting Out

(I) 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.

19:09 Safety Footwear

(1) 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 Dollars and Fifty-cents (\$72.50) per annum upon the production of a valid sales receipt for the current year. The Employer will permit Permanent and Probationary Employees to accumulate the annual Seventy-two Dollars and Fifty-cents (\$72.50) subsidy into the following year. However, during the second year into which the Seventy-two Dollars and Fifty-cents (\$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 Dollars (\$75.00) per annum upon production of a valid sales receipt for the current year. The Employer will permit Permanent and Probationary

tionary 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).

- (3) The same subsidy provisions will be provided to those Permanent and Probationary Employees designated by the Employer to wear safety footwear.

ARTICLE 20 BULLETIN BOARDS

- 20:01 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 21 VALIDITY OF AGREEMENT

- 21:01 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 22 PAY DAYS

- 22:01 Pay Days for the duration of this Agreement shall be every second Friday, however, should a Holiday fall on that day, then the preceding day shall be deemed to be Pay Day. Employees shall be paid by 10:00 a.m. on Pay Days provided no interruption beyond the control of the Employer is encountered.

ARTICLE 23 BENEFIT PLANS

23:01 (1) Permanent Employees

For Permanent 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 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 (or equivalent carrier including space maintainers and 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 the 1993 fee 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 23:01(1)(g) 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 or a Replacement Plan introduced by 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 Dollar Fifty (\$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, (or equivalent), including space maintainers and 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 benefits while occupying a Limited Vacancy as described in Article 10:01 (4) 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 28:04 of the Collective Agreement only for the duration of the limited vacancy. Following the duration of the limited vacancy, the Weekly Indemnity benefits to which the employee is entitled will be based on the employee's basic rate of pay as defined in Article 28:01 of the Collective Agreement.

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(5) Continuation of Benefits

For employees who have had fifteen (15) or more years of continuous service with the Corporation or with the Corporation and any other Municipality, or Local Board, as defined in the Municipal Act, or any two or more of them, 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) One Hundred and Ten (\$1 10.00) eye glass subsidy, during the calendar year 1992 One Hundred and Twenty dollars (\$120.00) eye glass subsidy, during the calendar year 1993

(B) Group Life Insurance Plan; (Ten Thousand Dollar (\$10,000) value) The provisions of Article 23:01 (5) apply only to an employee 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) Has been disabled for twenty-four (24) continuous months and is in receipt of Long Term Disability or Worker's Compensation Benefits.

(6) 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 23:01 (5), and leaves a surviving spouse, the following conditions shall apply:

(1) The Employer will continue to contribute One Hundred Percent (100%) of the total premium cost for the following plans:

Blue Cross Comprehensive Extended Health Care

(or equivalent carrier)

(Annual deductible of \$25.00 Single
\$50.00 Family)

One Hundred and Ten Dollars (\$1 10.00) Eye Glass Subsidy for the calendar year 1992

One Hundred and Twenty Dollars (\$120.00) Eye Glass 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.

(7) Participation Condition of Employment

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

(8) Temporary Employees

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

23:02 Exclusion From Plans

~~Employees~~ not wishing to participate in any of the plans listed under Article 23:01 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.

23:03 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 23:01 for those months covered by the leave of absence without pay.

23:04 Employees in Receipt of WI or LTD Benefits

Notwithstanding the provisions of Article 23:03, the cost of Benefit Plans described in Article 23:01 (1) and 23:01 (2) 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 23:01 (1) (g) and 23:01 (2) (g) or Long Term Disability Insurance described in Article 23:01 (1) (g).

23:05 Equivalent Carrier

Both parties agree that should the Employer or the Union find an equivalent carrier at a more economical rate compared to those in Articles 23:01 (1) or 23:01 (2), 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.

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ARTICLE 24 SCHEDULES

24:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

Schedule "A" Job Groups, Classifications and Pay Plan

Schedule "B" Student Pay Plan

Schedule "C" Temporary Employee Pay Plan Survey & Inspection Section

Schedule "D" Advance Vacation Pay Policy and Form

Schedule "E" Application for Bereavement Leave Pay Form

Schedule "F" Computer Service Interim Pay Plan

Schedule "G" Animal Control Officer's Shift Schedule

Schedule "H" Part-time Employees Included Within the Scope of the Collective Agreement

Schedule "I" Pool Employees

24:02 **(1) General Wage Increase**

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

24:02 **(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 hereinafter 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 increase 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.

24:02 (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.

24:02 (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 hereinafter 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 not 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 percentage 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.

ARTICLE 25 SICK LEAVE

- 25:01** All employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-law 73-17, as amended by By-Law 82:11 and all By-law and Statutory amendments therein. The By-law is attached hereto and forms part of this Agreement.
- 25:02** It is agreed and understood that the Sick Leave By-law of the Corporation will not be amended during the life of this Agreement so as to adversely affect the employees covered by this Agreement.

ARTICLE 26 BEREAVEMENT LEAVE

- 26:01 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, step-father, mother, step-mother, wife, husband, bonafide common-law spouse, brother, sister, son, step-son, daughter, stepdaughter, mother-in-law, father-in-law, grandparents or 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.
- 26:02 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.

- 26:03 *During Vacation Period***
 Where an employee qualifies for bereavement leave during the employee's period of vacation, then 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.
- 26:04 *Delayed Interment***
 An employee may elect to defer one (1) day of bereavement leave to be used for the attendance at the actual interment.
- 26:05 *Application Form***
 Permanent and Probationary employees shall complete the Application for Bereavement Leave Pay Form, Schedule " E attached hereto. for consideration of payment for any bereavement leave by the Employer.

ARTICLE 27 JOB EVALUATION

- 27:01 *The Job Evaluation Plan***
 The Provisions which form the basis of the Job Evaluation Plan are contained in the Collective Agreement and the Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job Evaluation matters are contained in the Manual. Management and Union shall identify to each other the groups responsible for dealing in the foregoing matters.
- 27:02 *Jobs Covered by the Job Evaluation Plan***
 The Plan shall cover all jobs falling under the Scope of this Collective Agreement.
- 27:03 *Identification of Jobs in Salary Schedule***
 All jobs processed under the Job Evaluation Plan shall be designated a salary Group in the current Salary Schedule issued in conjunction with the Collective Agreement.
- 27:04 *The Job Evaluation Manual***
 The Manual is a supplement to the Collective Agreement and its provisions shall apply as if set forth in full in the Collective Agreement. The Manual shall be supplied to all employees whose jobs are covered by the Plan.
- 27:05 *Rights of the Parties***
 The Employer has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly the Employer shall apply the Job Evaluation Plan to determine the appropriate salary groups for jobs. The Employer shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Job Evaluation Manual.

The Union's rights shall be to act on behalf of its members to ensure that the Job Evaluation Plan is being properly applied. In order to carry out this function the Union Job Evaluation Advisor shall work in liaison with the appropriate Management Groups responsible for the administration of interviewing employees during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Job Evaluation Manual.

The Union shall retain its rights to participate jointly with the Employer in developing and/or modifying the Job Evaluation Plan.

In the event of conflict between the foregoing general statements regarding the rights of the parties, and the specific provisions contained in the Collective Agreement and the Job Evaluation Manual, the latter shall govern.

27:06 Salary Schedules

The salary schedules for jobs covered by the Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

- (1) The Salary Schedule shall be a salary range schedule with a total of fourteen (14) salary Groups and special Groups as designated.
- (2) Each salary Group is composed of five (5) steps. The time interval required for Annual Increments shall be in accordance with Article 14 of the Collective Agreement.
- (3) When an incumbent is promoted from one salary Group to another he shall be promoted in accordance with the Promotion Rule (14:13 (3)).
- (4) The relationship between the salary Group and the point range will be 23 points for the first salary Group and for each salary Group thereafter.

27:07 Retroactivity

- (1) When the salary Group for a job covered by the Plan is changed as a result of normal organizational change which has taken place, or through the challenge procedure (Part 1 of the Manual), it shall be implemented retroactively to the date when the increased job demands and responsibilities were instituted or undertaken. (Retroactive entitlement shall be computed by going back to the effective date and applying the appropriate action which should have been applied.)

- (2) An incumbent who has left the Employer's services shall be entitled to retroactive payment, as a result of challenge, for the affected period during which he was employed by the Employer.

27:08 Hiring Rates

In hiring a new employee from outside the Employer to a job covered by the Job Evaluation Plan, ~~then is sometimes inadequate evidence as to appropriate experience or other qualifications.~~ In such cases a hiring rate less than the salary range for the job may apply. Such hiring rates shall be selected from the Salary Range immediately below the salary range for the job for which the person is hired. Unless it is clearly evident that a person being hired does not possess the experience or qualifications required, the hiring rate shall not be applied. A hiring rate may apply for a maximum of six (6) months. However, in no case shall an employee be paid a hiring rate after the date on which permanent status has been granted. When the hiring rate ceases to be applicable the employee shall be paid the first step of the salary Group for the job for which he was hired. In determining the employee's increment date, the period of time during which he was paid a hiring rate, shall be counted.

27:09 Downgrading

This provision shall apply to incumbents whose jobs are covered by the Job Evaluation Plan. Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary Group, the following shall apply:

- (1) The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in (5) below, commencing on the date of issue of the Advice of Rating Form issued by the Employer.
- (2) An incumbent who is advised between July 1st and December 31st inclusive of his job being restructured by receipt of an Advice of Rating, shall have his rate reduced by one step on the Salary Schedule on the following July 1st. An incumbent who is advised between January 1st and June 30th inclusive of his job being restructured by receipt of an Advice of Rating, shall have his rate reduced by one increment step on the Salary Schedule on the following January 1st.
- (3) Annually thereafter, on July 1st or January 1st, the incumbent shall have his rate reduced in the same manner.
- (4) The above process shall continue until the maximum dollars in the Salary Range for the restructured job are reached.
- (5) In the foregoing process of reduction, current salary schedule dollars shall be used. This includes general negotiated increases.

- (6) When an employee becomes subject to this procedure every effort will be made to transfer the employee to a suitable position which will re-establish the employee in the employee's original salary range.

ARTICLE 28 DEFINITIONS

- 28:01 BASIC RATE** Is the rate of pay for the permanent job Classification of the employee. For the purposes of this Definition, "Job Classification" refers to Salary Schedules "A", "B", "C" and "F" to this Agreement.
- 28:02 A PERMANENT EMPLOYEE:** is an employee who has successfully completed the probationary period of up to a maximum of six (6) consecutive months in the service of the Employer.
- 28:03 A PROBATIONARY EMPLOYEE** is an employee who is serving up to a maximum probationary period of six (6) months with the Employer prior to being considered as a Permanent Employee.
- 28:04 REGULAR RATE** is the rate of pay for the classification in which an employee is presently working. For the purposes of this Definition, "Classification" refers to Salary Schedules "A", "B", "C" and "F" to this Agreement.
- 28:05 A TEMPORARY EMPLOYEE:** is an employee hired for a period of no longer than seven (7) consecutive months in the 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 he shall then automatically rank as a Permanent Employee; or
 - (2) When such employee is awarded a permanent position and successfully completes the probationary period under the provisions of Article 28:03. For such an employee, his or her seniority shall then be established from his or her latest date of entry into the employ of the Employer. The employment of such a Temporary employee may be terminated at any time for just cause during the first seven (7) consecutive months without recourse to the Grievance Procedure."

ARTICLE 29 TEMPORARY EMPLOYEES

29:01 (1) SUMMER STUDENTS

- (a) Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ Temporary Employees who are Summer Students during the period of April 15th to September 30th, both inclusive, each year, to perform miscellaneous work for the Employer, which work is not precisely or normally covered by a specific Job Classification as set out in this Agreement.
- (b) A Summer Student shall be paid in accordance with the Student Pay Plan Schedule "B" except when performing tasks in the Survey and Inspection Section Physical Services Department when he shall be paid in accordance with Schedule "C".

29:02 CO-OP STUDENTS

- (a) Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ as a supplement to the regular work force, Temporary Employees who are University or College Co-op Students during their University or College scheduled work periods to perform work which complements their University or College studies.
- (b) A University or College Co-op Student shall be paid in accordance with the Student Pay Plan Schedule "B" except when performing tasks in the Survey and Inspection Section Physical Services Department when he shall be paid in accordance with Schedule "C".

29:03 OVERLOAD SITUATIONS

Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ as a supplement to the regular work force, for a period of no longer than three (3) months, Temporary Employees to perform work in excess of the normal requirements of the Employer or at times when the Employer is facing peak demands, in any of its Departments other than the Survey and Inspection Section physical Services Department. Such a Temporary Employee shall be paid the rate of the Job Classification in which the said employee is serving.

29:04 SURVEY & INSPECTION SECTION PHYSICAL SERVICES DEPARTMENT

Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ for its Survey and Inspection Section Physical Services Department, Temporary Employees to perform various tasks of a short term nature as necessitated by seasonal volume of work. Such Temporary Employees shall be paid in accordance with the Temporary Employee Pay Plan Survey & Inspection Section Schedule "C".

29:05 Subject to Articles 29:01, 29:02 and 29:03, the Employer shall follow the Job Posting Procedure under Article 10 before employing any Temporary employees.

ARTICLE 30 EMPLOYEE MOTOR VEHICLE USAGE

30:01 Authority

(1) It shall be the responsibility of each Commissioner to determine whether an employee requires the use of a motor vehicle to carry out Employer business.

(2) If a Commissioner determines that an employee requires a motor vehicle to carry out Employer business, then the Commissioner shall determine whether an employee shall use an Employer-leased vehicle or his own motor vehicle and, subject to this Article the terms for the use of same.

30:02 (1) Insurance

Before an employee may use the employee's own motor vehicle on Employer business, such employee must be carrying and have in force a motor vehicle insurance policy having at least One Million Dollars (\$1,000,000.00) Public Liability and Property Damage Insurance coverage at the "Business Rate".

(2) The Employer will reimburse those employees using their own motor vehicles on Employer business, the difference in insurance premiums between the "Business" and "Pleasure" rates for One Million Dollars (\$1,000,000.00) Public Liability and Property Damage insurance coverage upon presentation of their receipt of payment for such premium.

30:03 Mileage Rate

Where an employee is using the employee's own motor vehicle, he shall be paid the motor vehicle mileage rate at Forty-four cents (\$.44) per mile or twenty-seven cents (\$.27) per kilometer.

ARTICLE 31 HEALTH & SAFETY

31:01 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.

31:02 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 Safety Committee shall alternate between the Employer and Union representatives every six (6) months.

31:03 Quarterly Meetings

- (1) The Health & Safety Committee shall hold quarterly meetings or more often if an emergency situation warrants it, and will deal with all unsafe acts, and/or hazardous or dangerous working conditions.
- (2) Copies of minutes of all committee meetings shall be sent to the Commissioners, to the Union, to all Committee Members and be posted on all bulletin boards.
- (3) Representatives of the Union shall be entitled to such time off for attending such meetings.
- (4) The time so spent in the course of attending such meetings shall be considered as time worked and shall be paid at their regular or premium rate as may be proper.

31:04 Discipline

No employee 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.

31:05 Reporting Injuries

AH injuries resulting from on the job accidents, however small, shall be reported 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.

31:06 Supervisory Investigation

The immediate Supervisor will investigate the circumstances surrounding the injury and report to the Occupational Health and Safety Officer. Upon receipt of the report from the immediate Supervisor, the Occupational Health and Safety Officer will distribute the report to members of the Health & Safety Committee.

31:07 Report Unsafe Acts

All employees shall report unsafe acts, or unsafe conditions to their immediate supervisor as per the provisions of the Occupational Health & Safety Act. The immediate Supervisor will investigate and take the necessary corrective action if required. Upon receipt of the report, the Occupational Health and Safety Officer will distribute a report to members of the Safety Committee on the nature and disposition of the report.

31:08 Fatal or Critical Injury

In the case of a fatal or critical injury during the course of employment, the Occupational Health and Safety Officer, the Director of the Section, the immediate Supervisor, available Health & Safety Committee member and other experts, if necessary, shall inspect, investigate and report the findings in writing. The time so spent shall be deemed to be time worked for which the employee shall be paid by the Employer at his regular or premium rate as may be proper.

31:09 Tools & Equipment

Employees working in any dangerous jobs will be provided with the necessary tools. The safety equipment, and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

ARTICLE 32 PART-TIME EMPLOYEES

32:01 This Article shall apply and set forth the conditions of employment of Part-time employees who perform the duties of classifications covered by job descriptions of the Local.

32:02 Classifications

The positions to which this article currently applies are listed in Schedule "H" of the Collective Agreement. Both parties agree that should similar part-time classifications be created during the term of the Collective Agreement the Employer will so advise the Union and the new classifications will be shown as additions to Schedule "H".

32:03 Exceptions and Modifications

The provisions of the Collective Agreement shall apply to Part-time employees with the following exceptions and modifications:

(1) Normal Work Week

The normal work week shall not be more than twenty (20) hours.

(2) Seniority & Probationary Period

Seniority for Part-time employees shall be by number of hours worked. A Part-time employee will be considered probationary for the first Five Hundred (500) hours of employment.

(3) Listings

A list of all Part-time employees covered by this Agreement shall be posted in January, April, July and October of each year. This list will show the employee's number, name, job classification and date of latest entry into the employ of the Employer. Copies of this list will be posted on all bulletin boards and copies will be supplied to the Union. Seniority accrual for Part-time employees shall be based upon hours of work with a conversion to seniority years based upon Eighteen

Hundred and Twenty (1820) hours of work equal to one (1) year of seniority.

(4) Reduction of Employees

Subject to the provisions of Article 8:01 (I), should circumstances require a reduction of employees, Part-time employees will be laid off before Permanent and Probationary employees.

(5) Recalls

When Part-time employees are laid off under this Article and jobs have re-opened with the Employer, such employees shall be called back after Permanent and Probationary Employees.

(6) For the purposes of Articles 8:01 (2) (4), 10:01 (I) of the Collective Agreement, the reference to Temporary Employees shall be deemed to include Part-time Employees.

(7) Notice of Lay-Off

A Notice of Lay-off shall be given in accordance with the terms of The Employment Standards Act, and Part-time employees shall be afforded the same notice and consideration as Permanent employees. 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 the employee.

32:04

(1) Seniority

Seniority means the relative ranking of an employee with the Employer as determined by the number of accrued hours worked.

(2) Loss of Seniority & Termination of Employment

Both parties agree that an employee may move from Part-time to Full-time status and vice versa. When so doing, the employee will be credited with seniority for both Full-time and Part-time service.

(3) Seniority rights shall cease and employment will be terminated for any of the following reasons:

1. Voluntary resignation;
2. Discharge for just cause;
3. Unavailability for work on three (3) consecutive occasions when the employee is contacted by the supervisor to appear for work unless a reasonable explanation, acceptable to the Employer, is provided by the employee:

4. After a lay-off extending for a period of more than twelve (12) consecutive months
5. Failing to report for work within five (5) consecutive working days after receipt of a notice by registered mail to return to work after a lay Off.

32:05 (1) Full-Time Employment

Part-time employees wishing to obtain full-time employment with the Employer will so notify the Commissioner of Human Resources in writing of their desire to transfer from part-time employment to full-time employment,

(2) Part-time employees who have previously notified the Commissioner of Human Resources in writing of their desire to transfer from part-time to full-time employment may apply and be considered for all job postings only after Permanent and Probationary employees have been considered. It is agreed and understood that Part-time employees shall have the opportunity to submit an application for a job posting when same is first affixed to bulletin boards.

(3) The Employer will make every effort to contact Part-time employees who have previously notified the Commissioner of Human Resources in writing of their desire to transfer from Part-time to Full-time employment to notify them of any vacancy posted during a period of time when they are not actually at work.

(4) Part-time employees filling full-time limited positions shall, on termination of such limited positions revert to the classification and group held immediately preceding selection.

32:06 (1) Overtime

Overtime rates for Part-time employees shall be paid for all hours worked over thirty-five (35) hours in a week or seven (7) hours in a day.

(2) Overtime shall be offered to Part-time employees only after it is offered to Permanent and Probationary employees in each section. Overtime rates shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate and shall be paid for all hours worked in excess of thirty-five (35) hours in a week or seven (7) hours in a day.

32:07 Rest Periods

Part-time employees, on the approval of their immediate Non-Union supervisor, shall be entitled to a fifteen (15) minute rest period during each three and one-half (3 1/2) hours of work in a day.

32:08 Bereavement Leave

- (1) Each Part-time employee who is absent from scheduled hours of work due to the death of the employee's father, step-father, mother, step mother, wife, husband, bona fide common-law spouse, brother, sister, son, stepson, daughter, step-daughter, mother-in-law, father-in-law, grandparents or grandchildren will be paid at the employee's hourly rate of pay for the scheduled hours lost on the three (3) consecutive days following such death.
- (2) In the case of the demise of a brother-in-law or sister-in-law, Part-time employees shall be permitted leave of absence with pay for one (1) scheduled shift which shall be taken immediately prior to, during or following the day of the funeral.

2:09 Jury & Witness Duty

Part-time employees subpoenaed to serve as jurors or witnesses in any court or Coroner's Inquest shall receive full payment for all hours of work scheduled during such service, provided that the part-time employee presents an official receipt and deposits with the Commissioner of Human Resources full compensation received. The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

2:10 (1) Annual Vacation

For purposes of annual vacation pay, employees who have accrued less than four (4) years of credited service shall receive five percent (5%) of their gross earnings with each payroll cheque.

- (2) For the purposes of annual vacation pay, employees employees who have accrued four (4) or more years of credited service shall receive seven percent (7%) of their gross earnings with each payroll cheque.

2:11 Payment in lieu of Fringe Benefits

In lieu of all fringe benefits, Part-time employees shall receive eight percent (8%) of their gross earnings with each payroll cheque.

2:12 Salary Progression

Salary progression shall apply to Part-time employees based on their credited service. Each Part-time employee shall have his year's work reviewed by the Part-time Employee's immediate Non-Union Supervisor upon the completion of each additional Eighteen Hundred and Twenty (1820) hours worked, and if recommended, will progress into the next annual increment year. In any case, the employees shall receive a copy of their annual review.



ARTICLE 33 TERM OF AGREEMENT

- 33:01 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.~~
- 33:02 Notice that ~~amendments are required or that either party intends to terminate~~ this Agreement may only be given within a period of not more than ninety (90) days ~~prior to the expiration date of the Agreement or any anniversary date of such expiration date.~~
- 33:03 If notice of ~~amendments or termination~~ is given by either party pursuant to Article 33:02, the other party if requested to do so, ~~agrees to meet~~ for the purpose of negotiations within thirty (30) 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 thirty (30) calendar day period.~~

ARTICLE 34 TECHNOLOGICAL CHANGE

- 34:01 In situations where change (eg. 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:
1. 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).

- 34:02 It is understood by the Parties that this Clause will not over-ride the provisions of any other Clause in this Collective Agreement.

ARTICLE 35 LABOUR MANAGEMENT COMMITTEE

- 35:01 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.

5:02 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.**

5:03 **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.**

5:04 **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.

6:01 Notwithstanding Article 33 **Term of Agreement, the Employer and the Union agree to the provisions of Section 52 (2) of the Labour Relations Act, R.S.O. 1980, Chapter 228 and amendments thereto.**

ARTICLE 37 AGREEMENT SIGNING AUTHORITIES


7:01 In witness whereof **the parties hereto have set their hands and corporate seals to this agreement.**

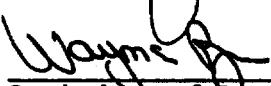
DATED AT SUBBURY, ONTARIO THIS DAY OF, 1992.

THE CORPORATION OF THE CITY OF SUBBURY

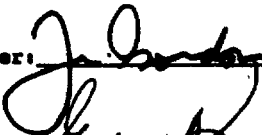
DATED AT SUBBURY, ONTARIO THIS *2nd* DAY OF *Nov.*, 1992.

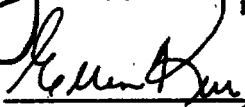
THE CORPORATION OF THE CITY OF SUBBURY



Chief Commissioner



Commissioner of Human Resources

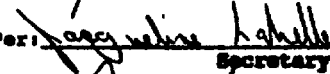
Per: 

Mayor
Per: 

Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 207, C.L.C.


Per: _____
President


Per: _____
Secretary

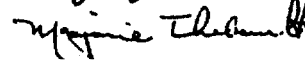

Per: _____
Representative



Witness



Witness



SCHEDULE "A"
JOB GROUPS CLASSIFICATIONS

GROUP	CLASSIFICATION	DEPARTMENT	DIVISION
3	Mail Services Clerk	Finance & Admin.	Admin.
4	Clerk-Typist II	Physical Serv.	Engineering & Traffic
4	Information Clerk Typist	Community Serv.	Transit
5	Clerk-Typist III	Community Serv.	Recreation
5	Cashier/Registration Clerk	Community Serv.	Recreation
5	Main Switchboard Operator	Finance & Admin.	Admin.
6	Clerk-Typist/Receptionist	Community Services	-----
6	Clerk-Typist IV	Finance & Admin.	Purchasing
6	Clerk-Typist IV	Physical Serv.	Engineering
6	Accounts Clerk	Finance & Admin.	Finance
6	Cashier	Finance & Admin.	Tax
6	Customer Serv. Clerk	Finance & Admin.	Tax
6	Maintenance Clerk I	Physical Serv.	Maintenance (Section)
6	Clerk-Typist IV	Community Serv.	Parks Fac.
6	Clerk-Typist IV (Programs)	Community Serv.	Recreation
6	Clerk-Typist (Facilities)	Community Serv.	Recreation
6	Licensing Clerk	Fin. & Admin.	Clerk's
6	Clerk-Typist IV	Community Serv.	Transit
6	Clerk-Typist IV	Finance & Admin.	Accounting
6	Secretary I	Finance & Admin.	Property & By-Law
7	Maintenance Clerk II	Physical Serv.	Maintenance
7	Vital Statistics Clerk	Finance & Admin.	Admin.
7	Secretary II	Physical Serv.	Maintenance (Section)
7	Clerk-Typist V	Physical Serv.	Traffic & Parking
7	Secretary II	Finance & Admin.	Purchasing
7	Timekeeper	Community Serv.	Transit
7	Data Control Clerk	Finance & Admin.	Computer Serv.
7	Payroll Clerk	Human Resources	Payroll
7	Secretary II	Community Serv.	Airport
8	Animal Control Officer	Physical Serv.	Maintenance (Section)
8	Secretary III	Physical Serv.	Engineering

CROUP	CLASSIFICATION	DEPARTMENT	DIVISION
8	Secretary III	Finance & Admin.	Info Systems & Budgets
8	Dispatcher	Physical Serv.	Maintenance (Section)
8	Committee Secretary	Fin. & Admin.	Clerk's
8	Computer Operator	Fin. & Admin.	Computer Serv.
8	Secretary III	Community Serv.	Recreation
8	Records Clerk	Fin. & Admin.	Clerk's
8	Performance Clerk	Fin. & Admin.	Maintenance (Section)
8	Bookkeeper	Finance & Admin.	Accounting/ Tu
8	Law Clerk I	Legal	-----
9	Stockkeeper	Finance & Admin.	Purchasing
9	Administrative Secretary	Community Serv.	Convention Bureau
9	Administrative Secretary	Community Serv.	Sudbury Comm. Arena
9	Senior Accounts Clerk	Finance & Admin.	Accounting
9	Pool Supervisor	Community Serv.	Recreation
9	Property Researcher	Physical Serv.	Dev. Prop. & Traffic Serv.
10	Clerk-Typist- Cemeteries	Community Serv.	Parks
10	Tax Collector	Finance & Admin.	Tax
10	Buyer	Finance & Admin.	Purchasing
10	Secretary to Dir. of Admin/City Clerk & to City Council	Finance & Admin.	Clerk's Section
10	Material Controller	Finance & Admin.	Purchasing
10	Licensing Officer	Finance & Admin.	Admin.
10	Senior Customer Service Clerk	Fin. & Admin.	Tax
10	Desk Top Publishing/ Dupl/Graphics Clerk	Fin. & Admin.	Info. Systems
11	Technician III (Tech. Services)	Phys. Serv.	Tech. Serv.
11	Project Cost Controller	Phys. Serv.	Eng. & Constr.
11	Technician III (Engineering)	Phys. Serv.	Eng. & Constr.
11	Technician III (Construction)	Phys. Serv.	Eng. & Constr.
11	Paymaster	Human Resources	Payroll
11	Property Admin. Officer	Physical Serv.	Dev., Prop. & Traffic Serv.
11	Budget Tech. Computer Programmer	Finance & Admin.	Info Systems & Budgets
11	Computer Programmer	Finance & Admin.	Systems & Programming

GROUP	CLASSIFICATION	DEPARTMENT	DIVISION
12	Asst. Municipal Law Enforcement Officer	Finance & Admin.	Clerk's
13	Bilingual Co-ordinator	Chief Commissioner's Office	-----
13	Technician IV (Engineering)	Physical Serv.	Engineering
14	Law Clerk II	Legal	-----
14	Accountant	Finance & Admin.	Accounting
14	Budget Analyst	Finance & Admin.	Info Systems & Budgets
14	Technician V (Engineering)	Physical Serv.	Engineering
14	Technician V	Physical Serv.	Dev., Prop. & Traffic Serv.
14	Chief Surveyor	Phys. Serv.	Eng. & Constr.

SCHEDULE "A"
PAY PLAN - LOCAL 207 - JANUARY 1, 1992

GROUP	1	2	3	4	5
2	12.34	12.76	13.24		
70 HRS	863.80	893.20	926.80		
ANNUM	22545.18	23312.52	24189.48		
80 HRS	987.20	1020.80	1059.20		
ANNUM	25765.92	26642.88	27645.12		
3	12.84	13.30	13.74		
70 HRS	898.80	931.00	961.80		
ANNUM	23458.68	24299.10	25102.98		
80 HRS	1027.20	1064.00	1099.20		
ANNUM	26809.92	27770.40	28689.12		
4	13.07	13.52	13.97	14.47	14.91
70 HRS	914.90	946.40	977.90	1012.90	1043.70
ANNUM	23878.89	24701.04	25523.19	26436.69	27240.57
80 HRS	1045.60	1081.60	1117.60	1157.60	1192.80
ANNUM	27290.16	28229.76	29169.36	30213.36	31132.08
5	13.24	13.70	14.19	14.76	15.31
70 HRS	926.80	959.00	991.30	1033.20	1071.70
ANNUM	24189.48	25029.90	25925.13	26966.52	27971.37
80 HRS	1059.20	1096.00	1135.20	1180.80	1224.80
ANNUM	27645.12	28605.60	29628.72	30818.88	31967.28
6	13.52	14.14	14.73	15.32	16.00
70 HRS	946.40	989.80	1031.10	1072.40	1120.00
ANNUM	24701.04	25833.78	26911.71	27989.64	29232.00
80 HRS	1081.50	1131.20	1178.40	1225.60	1280.00
ANNUM	28229.76	29524.32	30756.24	31988.16	33408.00
7	13.92	14.51	15.09	15.76	16.39
70 HRS	974.40	1015.70	1056.30	1103.20	1147.30
ANNUM	25431.84	26509.77	27569.43	28793.52	29944.53
80 HRS	1113.60	1160.80	1207.20	1260.80	1311.20
ANNUM	29064.96	30296.88	31507.92	32906.88	34222.32

GROUP	1	2	3	4	5
	14.32	14.89	15.44	16.07	16.73
70 HRS	1002.40	1042.30	1080.80	1124.90	1171.10
ANNUM	26162.64	27204.03	28208.88	29359.89	30565.71
80 HRS	1145.60	1191.20	1235.20	1285.60	1338.40
ANNUM	29900.16	31090.32	32238.72	33554.16	34932.24
	14.70	15.36	16.07	16.77	17.50
70 HRS	1029.00	1075.20	1124.90	1173.90	1225.00
ANNUM	26856.90	28062.72	29359.89	30638.79	31972.50
80 HRS	1176.00	1228.80	1285.60	1341.60	1400.00
ANNUM	30693.60	32071.68	33554.16	35015.76	36540.00
	15.12	15.97	16.73	17.50	18.33
70 HRS	1058.40	1117.90	1171.10	1225.00	1283.10
ANNUM	27624.24	29177.19	30565.71	31972.50	33488.91
80 HRS	1209.60	1277.60	1338.40	1400.00	1466.40
ANNUM	31570.56	33345.36	34932.24	36540.00	382173.04
	15.89	16.78	17.72	18.78	19.75
70 HRS	1112.30	1174.60	1240.40	1314.60	1382.50
ANNUM	29031.03	30657.06	32374.44	34311.06	36083.25
80 HRS	1271.20	1342.40	1417.60	1502.40	1580.00
ANNUM	33178.32	35036.64	36999.36	39212.64	41238.00
	17.05	18.11	19.25	20.36	21.50
70 HRS	1193.50	1267.70	1347.50	1425.20	1505.00
ANNUM	31150.35	33086.97	35169.75	37197.72	39280.50
80 HRS	1364.00	1448.80	1540.00	1628.80	1720.00
ANNUM	35600.40	37813.68	40194.00	42511.68	44892.00
	18.37	19.35	20.45	21.43	22.47
70 HRS	1285.90	1354.50	1431.50	1500.10	1572.90
ANNUM	33561.99	35352.45	37362.15	39152.61	41052.69
80 HRS	1469.60	1548.00	1636.00	1714.40	1797.60
ANNUM	38356.56	40402.80	42699.60	44745.84	46917.36
	19.91	20.97	22.05	23.10	24.39
70 HRS	1393.70	1467.90	1543.50	1617.00	1707.30
ANNUM	36375.57	38312.19	40285.35	42203.70	44560.53
80 HRS	1592.80	1677.60	1764.00	1848.00	1951.20
ANNUM	41572.08	43785.36	46040.40	48232.80	50926.32

**SCHEDULE "B"
STUDENT PAY PLAN
JANUARY 1, 1992**

A SUMMER STUDENTS

	0 (no previous experience)	1 (1 seasons' experience)	2 (2 seasons' experience)	3 (3 seasons' experience)	4 (4 seasons' experience)
Hourly	10.87	11.28	11.65	12.04	12.41
70 Hrs.	760.90	789.60	815.50	842.80	868.70
80 Hrs.	869.60	902.40	932.00	963.20	992.80

B UNIVERSITY OR COLLEGE CO-OP STUDENTS

	1 (1st level)	2 (2nd level)	3 (3rd level)	4 (4th level)	5 (5th level)
Hourly	11.93	12.38	12.80	13.22	13.66
70 Hrs.	835.10	866.60	896.00	925.40	956.20
80 Hrs.	954.40	990.40	1,057.60	1,057.60	1,092.80

**SCHEDULE "C"
TEMPORARY EMPLOYEE PAY PLAN
SURVEY & INSPECTION SECTION
January 1, 1992**

	0 (no previous experience)	1 (1 seasons' experience)	2 (2 seasons' experience)	3 (3 seasons' experience)	4 (4 seasons' experience)
Hourly	11.94	12.35	12.80	13.32	13.79
70 Hrs.	835.80	864.80	896.00	932.40	965.30
80 Hrs.	955.20	988.00	1,024.00	1,065.60	1,103.20

SCHEDULE "D"
ADVANCE VACATION POLICY AND FORM

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

Advance Vacation Pay Cheques will be made out for the ~~estimated normal~~ amount due to the employee for his annual vacation plus a small holdback *for* unexpected deductions and charges.

This application must be in the hands of the Payroll Section not later than three (3) weeks prior to the employee ~~taking~~ his vacation.

I, _____
(Name)

Employee No. _____ Dept. _____

do hereby apply for an advance vacation pay cheque.

My vacation period is from _____

to _____ and I require the cheque

by _____

Employee Signature _____

Approved by Employer _____

Date Received by Payroll Section _____

**SCHEDULE ' E
APPLICATION FORM
BEREAVEMENT LEAVE PAY**

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 Due _____

Reason for non-approval: _____

Signature _____

Position: _____

Commissioner or Director

SCHEDULE 'F'
COMPUTER SERVICE INTERIM PAY PLAN
EFFECTIVE JANUARY 1, 1992

SYSTEM SOFTWARE PROGRAMMER

Year	1	2	3	4	5
Hourly	24.25	25.37	26.59	27.84	29.20
70 Hours	1,697.50	1,775.90	1,861.30	1,948.80	2,044.00
Annum	44,304.75	46,350.99	48,579.93	50,863.68	53,348.40

SUPERVISOR OF OPERATIONS

Year	1	2	3	4	5
Hourly	24.25	25.37	26.59	27.84	29.20
70 Hours	1,697.50	1,775.90	1,861.30	1,948.80	2,044.00
Annum	44,304.75	46,350.99	48,579.9	50,863.68	53,348.40

SENIOR PROGRAMMER ANALYST

Year	1	2	3	4	5
Hourly	22.24	23.30	24.38	25.59	26.77
70 Hours	1,556.80	1,631.00	1,706.60	1,791.30	1,873.90
Annum	40,632.48	42,569.10	44,542.26	46,752.93	48,908.79

PROGRAMMER ANALYST

Year	1	2	3	4	5
Hourly	20.29	21.27	22.25	23.31	24.39
70 Hours	1,420.30	1,488.90	1,557.50	1,631.70	1,707.30
Annum	37,069.83	38,860.29	40,650.75	42,587.37	44,560.53

**SCHEDULE "G"
ANIMAL CONTROL OFFICER'S SHIFT SCHEDULE**

(Seven Days per Week - 2 Week Repeat)

	WEEK "A"							WEEK "B"						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Officer 1 On Duty	-	*	*	*	*	*	-	-	-	-	-	-	*	*
Officer 2 On Duty	*	-	-	-	-	*	*	-	*	*	*	*	-	-

LEGEND: * = On Duty
- = Day Off

DAYS AND HOURS OF WORK ARE AS FOLLOWS:

Work Day 8:00 a.m. - 7:00 p.m.
Lunch 12:00 Noon - 1:00 p.m.
Supper 5:00 p.m. - 5:30 p.m.
(paid)

10 hours per day
7 days per week
40 hours *pot* week

JANUARY 06 , 1992 TO DECEMBER 31ST, 1992

WEEK BEGINNING: MONDAY

Jan	6 A 13 B 20 A 27 B	May	4 B 11 A 18 B 25 A	Sept	7 B 14 A 21 B 28 A
Feb	3 A 10 B 17 A 24 B	June	1 B 8 A 15 B 22 A 29 B	Oct	5 B 12 A 19 B 26 A
Mar	2 A 9 B 16 A 23 B 30 A	July	6 A 13 B 20 A 27 B	Nov	2 B 9 A 16 B 23 A 30 B
Apr	6 B 13 A 20 E 27 A	Aug	3 A 10 B 17 A 24 B 31 A	Dec	7 A 14 B 21 A 28 E

15

SCHEDULE "G"
ANIMAL CONTROL OFFICER'S SHIFT SCHEDULE

(Seven Days per Week - 2 Week Repeat)

	WEEK "A"							WEEK "B"						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Officer 1 On Duty	-	*	*	*	*	-	-	*	-	-	-	*	*	*
Officer 2 On Duty	*	-	-	-	*	*	-	-	*	*	*	-	-	-

LEGEND: * = On Duty
 - = Day Off

DAYS AND HOURS OF WORK ARE AS FOLLOWS:

Work Day	8:00 a.m. - 7:00 p.m.
Lunch	12:00 Noon - 1:00 p.m.
Prep	5:00 p.m. - 5:30 p.m. (paid)
	10 hours per day
	7 Days per week
	40 Hours per week

JANUARY 04, 1993 TO DECEMBER 31ST, 1993

WEEK BEGINNING: MONDAY

n	4 A	May	3 B	Sept	6 B
	11 B		10 A		13 A
	18 A		17 B		20 B
	25 A		24 A		27 A
			31 B		
b	1 A	June	7 A	Oct	4 B
	8 A		14 B		11 A
	15 A		21 A		18 B
	22 B		28 B		25 A
f	1 A	July	5 A	Nov	1 B
	8 B		12 A		8 A
	15 A		19 A		15 B
	22 A		26 B		22 A
	29 A				29 B
c	5 B	Aug	2 A	Dec	6 A
	12 A		9 B		13 B
	19 B		16 A		20 A
	26 A		23 B		27 B
			30 A		

**SCHEDULE "H"
PART-TIME EMPLOYEES INCLUDED
WITHIN THE SCOPE OF THE
COLLECTIVE AGREEMENT**

GROUP	CLASSIFICATION	DEPARTMENT	DIVISION
3	Cashier	Community Services	Transit
3	Box Office Clerk	Community Services	Sudbury Area
4	Information Clerk	Community Services	Transit
4	Clerk Typist II	Community Services	Airport
6	Customer Service Clerk	Finance & Admin.	Tax
6	Accounts Clerk	Finance & Admin.	Accounting
6	Secretary I	Prop/Dev/Traffic	Phys. Serv.
7	Payroll Clerk	Human Resources	Payroll
	Student	Finance & Admin.	Data Processin

**SCHEDULE "I"
POOL EMPLOYEES**

The parties agree that the following conditions shall apply to employees engaged in Pool Operations:

Scope *

Part-time employees performing the duties of an Pool Supervisor will remain outside the scope of the Collective Agreement.

Rate of Pay *

Part-time employees performing the duties of a Pool Supervisor for any period of time, shall be paid at the rate prescribed in Schedule "B" of the Agreement for Pool Supervisors.

Work Schedule *

Three (3) days prior to the commencement of a program the Pool Coordinator will meet with each Pool Supervisor to mutually agree on a work schedule based on the program demand.

Within this schedule the core hours of work will be:

Day Shift: 8:30 a.m. to 3:30 p.m.
Afternoon Shift: 3:15 p.m. to 10:15 p.m.

The above mentioned 3:15 p.m. to 10:15 p.m. afternoon shift may be amended by mutual agreement between the Pool Coordinator and the Pool Supervisor concerned provided the hours of work remain fixed for the duration of the program and that the afternoon shift not commence prior to 12:00 noon.

During periods when programs are not being run the same options will apply.

Overtime *

Work to a maximum of two (2) hours duration which immediately precedes or immediately follows a regular shift shall be offered to a full-time Pool Supervisor on an overtime basis.

Banking of Overtime *

Pool Supervisors 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 and the Pool Coordinator. Such time off shall be at the applicable rate for the actual hours worked and be limited to a total accumulation of seventy (70) hours. It is furthermore agreed that the employee will be permitted to carry over accumulated overtime from one calendar year to the next provided however that the seventy (70) hour maximum accumulation is not exceeded.

Holidays *

When a holiday described in Article 12 of the Agreement occurs on a Monday which is an Pool Supervisor's regular day off the Pool Supervisor concerned shall have the following options:

1. Take the following day (Tuesday) off by mutual agreement.
2. Be paid seven (7) hours for the holiday.
3. Bank seven (7) hours for future use.

SCHEDULE "J"

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, at once 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. (I) 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 writing 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 mounts 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 amount 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 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.

(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 mount 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 8 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 mount 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 (\$823.00) 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 at 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 Regulation8 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 (65%) 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

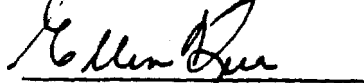
engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions of this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith.

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

BY-LAW 87-226

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 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, 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);

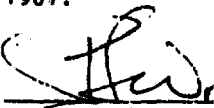
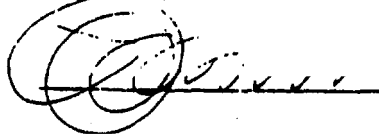
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

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

"4(2) Any Commissioner or a 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.


 Clerk

BY-LAW 88-107

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 at 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 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:

1. THAT Section 4(2) of By-law 82-119, as amended by By-law 87-226 be repealed and the following substituted therefor:

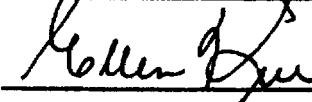
"4(2)Any Commissioner or a designate, upon previous written notice, with a copy to the Union, or an interview with an employee may demand a physician's certificate for any future sick leave or absence."

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 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 207
(Hereinafter called the 'Union')
OF THE SECOND PART

As part of the Terms of Settlement for the new Collective

Agreement for 1992-1993 between the Corporation of the City of Sudbury and Canadian Union of Public Employees, Local 207, the parties agree to commit themselves to the following:

A. THE CORPORATION OF THE CITY OF SUDBURY

1. Bilingual Classification

The Employer agrees that unless agreed to the contrary by the parties hereto, the only classification which shall require bilingual ability will be that of the Main Switchboard Operator.

2. 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.

3. Educational Leave of Absence

The Employer will consider requests from employees for educational leaves of absence on an individual basis. The decision to grant or not to grant the educational leave and the conditions under which the leave will be taken will be at the discretion of the Employer.

4. Health & Safety

The Employer is willing to co-operate with the Union in any legitimate concerns the Union may have with reference to Health and Safety at any location.

5. Pool Supervisor

The Employer agrees to pay ~~Om~~ **Hundred** percent (100%) of the recertification fees for the following qualifications required of a Pool Supervisor:

- (1) ~~Bronze~~ Cross Royal Life Saving Society of Canada
- (2) Instructor's Certificate Royal Life Saving Society of Canada
- (3) Instructor's Certificate ~~Red~~ Cross Society
- (4) ~~Standard~~ First Aid Certificate ~~St. John's~~ Ambulance or Equivalent

The employer also agrees to pay the employee at times one (x1) of the employee's regular rate of day for all hours actually spent in recertification. The employee, however, will not be paid for time spent travelling to and from the location where the recertification takes place.

6. *Bank Deposit Stub*

The Union agrees that when an employee requires an adjustment to the pay, the employee will submit the direct deposit "Bank Deposit Stub" to the appropriate timekeeper for adjustment.

**B. THE CORPORATION AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 207**

1. *Job Evaluation*

Both Parties agree to meet during the term of the Collective Agreement to discuss the existing Job Evaluation Program.

2. *Bunk Time time Off In Lieu Of Overtime Pay,
Engineering Design Division:*

- (A) Implementation to commence the fourth Monday in March for employees in the Engineering Design Division and the third Monday in May for employees in the Surveys and inspection Section.

Employees in the Engineering Design Division are required to indicate their intention to participate and the degree of their participation subject to the provisions of Section 3 below, in the program to their immediate

Supervisor not later than the fourth Monday in March of each year. Participation will not be considered beyond this date.

Employees of the Surveys and Inspection Division are required to indicate their intention to participate and the degree of their participation subject to the provisions of Section 3 below, in the program to their immediate Supervisor by no later than the **fourth Monday in April** of each year. Participations shall not be considered past this date.

- (B) An employee must decide whether to participate prior to the implementation date of the plan as stipulated by each Division.
- (C) The maximum accrual of Bank Time is to be **three (3) calendar weeks**, being Monday to Friday inclusive, based on the employee's basic work week hours, or **additional weeks**, as may be mutually agreed upon by the Employer and the Union.
- (D) **Off-peak periods** for the Engineering and Design Division shall be from the **first Monday in December** to the **last Friday** in March.

Off-peak periods for the Survey and Inspection Divisions shall be from the **last Monday in October** to the **last Friday** in March.

Selection of Bank Time periods within off-peak periods shall be through mutual agreement. Failure to reach agreement for the utilization of Bank Time shall result in the employee being paid for the unused Bank Time within two (2) pay periods from the date of disagreement.

Bank Time must be taken only during off-peak periods.

- (E) With reference to Item (4) above, pay in lieu of Bank Time not used shall be on a straight-time basis, as per the rate of pay at the time of accrual. (i.e. overtime hour worked = 1.5 hours banked time).

The Director of Engineering and Construction shall keep a record of the number of hours of overtime accrued, and the applicable rates of pay for those hours.

Employees who take their Bank Time off during off-peak periods shall be paid at their regular rate of pay.

Employees who receive pay for any unused Bank Time shall be paid at the rate of pay in effect at the time of its accrual.

- (F) At the request of either party, the Employer and the Union shall meet jointly to discuss the feasibility of implementing provisions for the banking of overtime in other Departments or Sections.

3. Banking of Overtime

- A. Both parties agree that banking of overtime will be permitted in the **Tax** Section of the Finance and Administration Department, as well as the **Transit** Section of the Community Services Department. The maximum number of banked overtime hours permitted is thirty-five (35) hours in any calendar year. The time off will be taken at a mutually agreeable time between the employee and the Supervisor involved. Any such accumulated time not taken by December 31, of any given year, shall be paid by the Employer in accordance with the provisions of Article 14 Overtime.
- B. Both parties agree that on a trial basis during the term of the Collective Agreement, banking of overtime will be permitted in the Clerk's Section of the Finance and Administration Department. The maximum accrual of bank time is to be thirty-five (35) hours. The time off will be taken at a mutually agreeable time between the employee and the Supervisor involved. Any such accumulated time not taken by December 31, of any given year, shall be paid by the Employer in accordance with the provisions of Article 14 Overtime.

4. Loss of Driving Privileges

Both parties agree to meet jointly during the term of the Collective Agreement to the issues surrounding the loss of driving privileges by a member of this Bargaining Unit.

5. 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.

6. Common Date of Hire

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

DATED AT SUDBURY, ONTARIO THIS DAY OF 1992.

DATED AT SUDBURY, ONTARIO THIS 2nd DAY OF November 1992.

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207 THE CORPORATION OF THE CITY OF SUDBURY

Per: <u>[Signature]</u> President	Per: <u>[Signature]</u> Mayor
Per: <u>[Signature]</u> Secretary	Per: <u>[Signature]</u> City Clerk
Per: <u>[Signature]</u> Representative	Per: <u>[Signature]</u> Chief Commissioner
Per: <u>[Signature]</u> Witness	Per: <u>[Signature]</u> Commissioner of Human Resources
Per: <u>[Signature]</u> Witness	
Per: <u>[Signature]</u> Witness	

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