

SOURCE	
EFF.	
TERM.	
No. OF EMPLOYEES	
NOMBRE D'EMPLOYÉS	

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF SUDBURY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 207

APRIL 1, 1996 - MARCH 31, 1999

OCT 29 1997

SOURCE	
EFF.	96 04 01
TERM.	99 03 31
No. OF EMPLOYEES	102
NOMBRE D'EMPLOYÉS	102

OCT 29 1997

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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 April, 1996.

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:

CITY MANAGERS OFFICE

City Manager
Administrative Secretary to the City Manager
Administrative Assistant/Manager of C.I.P.

MAYOR'S OFFICE

Executive Assistant to the Mayor
Administrative Secretary to the Mayor

CORPORATE SERVICES

City Solicitor
Secretary to the City Solicitor
Assistant City Solicitor -
Director of Human Resources
Secretary to the Director of Human Resources
Personnel Services Supervisor
Manager of Occupational Health and Safety
Clerk-Typist Health Care and Safety
Payroll/Personnel Records Supervisor
Director of Administrative Services
City Clerk
Manager of By-law Enforcement
Manager of Purchasing and Stores
Director of Finance/City Treasurer
Secretary to the Director of Finance/City Treasurer
Deputy City Treasurer
Chief Tax Collector
Director of Information Services
Manager of Computer Services
Manager of Budgets and Internal Audit

COMMUNITY SERVICES DEPARTMENT

Assistant City Manager, Community Services
Secretary to the Assistant City Manager, Community Services
Manager of Parking and Transportation Services
Fire Chief
Deputy Fire Chief
Secretary to the Fire Chief
Civilian Alarm Room Operators - Fire Department
Director of Leisure Services
Manager of Recreation Programs
Program Co-ordinators
Manager of Recreation Facilities
Co-ordinator of Recreation Arenas
Manager of Leisure Services Development
Manager Sudbury Arena
Assistant Manager Sudbury Arena
Manager of Convention Bureau
Cemetery Manager
General Manager Transit Operations
Marketing Co-ordinator
Operations Supervisor Transit
Maintenance Co-ordinator Transit
Transit Inspector
Airport Manager
Airport Maintenance Supervisor

PHYSICAL SERVICES DEPARTMENT

Assistant City Manager, Physical Services
Secretary to the Assistant City Manager, Physical Services
Director of Maintenance
Manager of Maintenance Operations
Maintenance Administration Co-ordinator
Manager of Fleet Operations - Maintenance Division
Garage General Foreperson
Area General Foreperson
Director of Engineering and Construction

Design and 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, Leisure Services Department, 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 in respect to 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 Director of Human Resources within five (5) calendar days of any change in his or her 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 Assistant City Manager who shall schedule a meeting between the parties including the Director 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 Assistant City Manager 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 Sub Section 48(1) and Sub Section 49(1) of the Ontario Labour Relations Act, 1995, as amended from time to time.
- (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 49 of The Ontario Labour Relations Act, 1995 as amended from time to time.
- (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 any employee or employer affected by it. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the Parties. An Arbitration Board/Sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement which it deems just and equitable.
- (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 Director of Human Resources and the affected Assistant City Manager 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 or her 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 Director of Human Resources to the Sectional Vice-President 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 Director of Human Resources, the Local Executive shall have two (2) weeks from receipt of the complaint to meet with the Director 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 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 or she so wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the secretary of the Union.

7:04 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 representatives 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; Part Time Schedule "H" Employee shall be laid off second; Probationary Employees in the Bargaining Unit shall be laid off third; 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.

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 Director 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/her 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 or she shall be paid in lieu of work for that part of the notice during which work was not made available to him or her.

8:06 Bumping Procedure

An employee in receipt of a lay-off notice or who is displaced from his/her position may exercise the right to bump an employee with less seniority provided that the

employee exercising bumping rights meets the qualifications as contained in the job description for the position the employee is selecting. The right to bump includes the right to bump up.

At the employee's request, a Representative of the Human Resources Department will meet with the employee to review and assist the employee in the selection of a position.

It is agreed and understood that the employee may request the presence of a Union Representative at the meeting with a Representative of the Human Resources Department. If such a request is made the request will be granted.

8:07 Redeployment

It is understood and agreed that in the event of a lay-off of permanent employees the Employer shall make every reasonable effort to provide the Union at least three (3) months notice.

The Parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the employees involved. Such discussion shall include the implementation of an early retirement incentive program and/or other recognized voluntary leaving incentive program where feasible as an alternative to lay-offs.

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;

1. 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 (1) All vacancies known to exceed sixty (60) calendar days or vacancies anticipated to exceed sixty (60) calendar days and all 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 shall be given to applicants from Schedule "H" Part-time Employees, fourth consideration shall be given to Temporary Employees and fifth consideration shall be given 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) Job Opportunity

In the event there are no qualified applicants to a job posting, the Employer may, at its discretion, having regard for the seniority and suitability of the applicants select an applicant for a sixty (60) calendar day trial period. In selecting an applicant the Employer will not act in an arbitrary or discriminatory manner.

The Employer may require the selected applicant to acquire the qualifications contained in the job description over a reasonable period of time.

If, during such trial period the Employee is unable to or is unlikely to succeed in the new position, the Employer shall return the Employee to their Classification, Group and Year held immediately preceding such job posting. The Parties to this

Collective Agreement may by mutual agreement extend the sixty (60) calendar day trial period. Should the Employee be unable to succeed in the new position, the Employer will not be required to repost the original job posting.

The position of the Employee on the sixty (60) calendar day trial period may not be posted until such Employee has successfully completed the trial period.

(3) **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.

(4) **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.

(5) **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.

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

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

(8) **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.

(9) **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.

(10) 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.

(11) 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 Trial Period

(1) 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 reporting 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 extensions 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:

<u>Holiday</u>	<u>Falling On</u>	<u>Day Off With Pay In Lieu</u>
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%) 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 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, any 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 (½) hour unpaid lunch period, daily.

(3) No Agreement

Should agreement as to required work day not be reached between employee(s) and their respective immediate non-union supervisor, then the hours of work shall then be 9 00 a m 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 a.m. to 4:00 p.m., Monday to Friday, inclusive, with one-half (½) leisure hour allotted daily therein for a lunch time (forty (40) hour work week).

(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 Assistant City Manager concerned when an emergency arises.

<u>Day Shift</u>	Shall not commence Shall not cease	prior to 8:00 a.m. prior to 5:00 p.m.
<u>Afternoon Shift</u>	Shall not commence Shall not cease	prior to 4:00 p.m. prior to 12:00 midnight
<u>Night Shift</u>	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 (½) hour off for lunch.

(8) Material Controller

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) Material Controller on a constant 4:00 p.m. - midnight 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 (1½) 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 a.m. to 7:00 p.m. with one (1) leisure hour allotted daily therein for a lunch period followed by a one-half (½) 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 (1½) 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 (1½).

(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 (1½).

(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 (1½) 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 (1½) 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 not continuous with his or her 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 to their basic rate of pay

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

(2) Pool Employees and Animal Control Officers 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 employees 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 performances 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 or her 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 or she has been unfairly dealt with under the provisions of Article 14 (14:11, 14:12, and 14:13) he or she 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 the Assistant City Manager.

(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 or her 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:

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 Director 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 employee's remaining Weekly Indemnity days from the previous year, on the following basis:

Remaining WI Days	
Previous Year	Eligible Days
6	3
5	2½
4	2
Less than 4	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 (1), 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 Pregnancy 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 (1) of the Collective Agreement. These benefits will be paid for by the Employer only for the maximum period of time specified for pregnancy leave in Section 36 (1) and (2) of the Employment Standards Act.

(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 Employment 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/her 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/her full salary, the employee must first remit to the Employer the full amount of his/her 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.

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 slowdown 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 Sub Section 1(1) of the Ontario Labour Relations Act, 1995, 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 **Harassment**
Neither the Employer nor the Union condone the practice of harassment and any such claim shall be dealt with under the provisions of the Corporation's Harassment Free Workplace Policy.

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. 1990 C.T.9 as amended from time to time, where Daylight Saving Time is in effect in the City of Sudbury and where any hour or other point in time is stated in writing in this Agreement or any question as to time arises in the interpretation, application, administration or alleged violation of this Agreement, the time referred to or intended shall be held to be Daylight Saving Time.

19:03 Personnel File

(1) An employee may from time to time submit to the Director of Human Resources for inclusion in his or her 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 or her personnel file, including his or her attendance records, in the presence of the Director 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 or her 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

(1) 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.

The Employer shall give thirty (30) calendar days prior notice to the Union of its intention to contract out portions of work or services of a kind now performed by members of this Bargaining Unit.

19:09 Safety Footwear

(1) During the contract year April 1, 1996 to March 31, 1997 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by The Occupational Health and Safety Act, 1978 and Regulations for Construction Projects will be in the amount of Eighty-Five Dollars (\$85.00) per annum.

(2) During the contract year April 1, 1997 to March 31, 1998 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by The Occupational Health and Safety Act, 1978 and Regulations for Construction Projects will be in the amount of Ninety-Five Dollars (\$95.00) per annum.

(3) During the contract year April 1, 1998 to March 31, 1999 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by The Occupational Health and Safety Act, 1978 and Regulations for Construction Projects will be in the amount of One Hundred and Five Dollars (\$105.00) per annum.

(4) The Safety Footwear Allowance will be paid out as a "Non-Taxable" Allowance on the first full pay period in May of each year.

(5) The wearing of safety footwear must also be in conformance with the City of Sudbury Safety Policies.

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

(6) Both Parties agree that the provisions of this Article do not apply to Student or Temporary Employees.

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 or a Replacement Plan introduced by the Ontario Government;

(b) Liberty Health Comprehensive Extended Health Care or equivalent carrier); including Overage Dependant Student Coverage;

(Two hundred and Sixty Dollars (\$260.00) eye glass subsidy;

(c) Liberty Health Dental Plan #9 (or equivalent carrier including space maintainers and Overage Dependant Student Coverage.

(1996 O.D.A. Fee Schedule effective as soon as possible following ratification)

(1997, 1998 and 1999 O.D.A. Fee Schedules effective as soon as possible following announcement of the fee schedules)

(d) Group Life Insurance Plan (one and one-half (1%) times basic annual earnings);

(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 Maritime Life Insurance Co. (or equivalent carrier);

(f) 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 Maritime 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) Liberty Health Comprehensive Extended Health Care (or equivalent carrier); including Overage Dependant Student Coverage.

Two Hundred and Sixty (\$260.00) eye glass subsidy;

- (c) Liberty Health Dental Plan #9, (or equivalent), including space maintainers and Overage Dependant Student Coverage.

(1996 O.D.A. Fee Schedule effective as soon as possible following ratification)

(1997, 1998 and 1999 O.D.A. Fee Schedule effective as soon as possible following announcement of fee schedules)

- (d) 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 Maritime 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/she 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.

(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) Liberty Health Comprehensive Extended Health Care (or equivalent carrier);

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

One Hundred and Twenty Dollars (\$120.00) eye glass subsidy.

- (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 Per Cent (100%) of the total premium cost for the following plans:

- Liberty Health Comprehensive Extended Health Care (or equivalent carrier)

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

- (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 Director 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 Director 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) (e) and 23:01 (3) (d) or Long Term Disability Insurance described in Article 23:01 (1) (f).

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 (3), the Parties will meet and seriously discuss the subject matter with the objective of changing to such carrier upon the mutual agreement of the Parties.

ARTICLE 24 -SCHEDULES

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

Schedule "A"	Job Groups Classifications
Schedule "B"	Pay Plan
Schedule "C"	Student Pay Plan
Schedule "D"	Temporary Employee Pay Plan - Surveys & Inspection
Schedule "E"	Advance Vacation Pay Policy and 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
Schedule "J"	Sick Leave By-law 82-119

24:02 (1) General Wage Increases

The wage rates in Schedule "A" to this Agreement will be increased by one percent and one-half (1.5%) effective April 1st, 1996, one percent (1%) effective April 1st, 1997 and one percent (1%) effective April 1st, 1998

It is agreed and understood that the above mentioned general wage increase does not apply to Student Employee Classifications contained in Schedules "C" and "D" attached hereto.

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 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.

24:02 (4) The Parties hereto agree that the provisions contained in Article 24:02(2)(3) regarding Cost of Living Allowance will remain dormant and inoperative during the term of this Agreement.

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, bona fide 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, Sister-In-Law, Son-In-Law or Daughter-In-Law

In the case of the demise of a brother-in-law, a sister-in-law, son-in-law or daughter-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, sister-in-law, son-in-law or daughter-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, a sister-in-law, son-in-law or daughter-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, there shall be no deduction from vacation credits for such occurrence. The period of vacation so displaced shall be rescheduled as mutually agreed between the employee and the employee's supervisor.

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.

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/she shall be promoted in accordance with the Promotion Rule (14 14:13 (3)).
- (4) The relationship between the Salary Group and the point range will be twenty-three (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/she 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, there 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/she was hired. In determining the employee's increment date, the period of time during which he/she 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/her job being restructured by receipt of an Advice of Rating, shall have his/her 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/her job being restructured by receipt of an Advice of Rating, shall have his/her 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/her 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 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 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 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 "C" except when performing tasks in the Survey and Inspection Section Physical Services Department when he/she shall be paid in accordance with Schedule "D".

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 "C" except when performing

tasks in the Survey and Inspection Section Physical Services Department when he shall be paid in accordance with Schedule "D".

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 "D".

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 Assistant City Manager to determine whether an employee requires the use of a motor vehicle to carry out Employer business.

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

30:02 **Insurance**

(1) 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 "BusinessRate".

(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/she shall be paid the motor vehicle mileage rate at Forty-four cents (\$.44) per mile or twenty-seven cents (\$.27) per kilometre.

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 **Bimonthly Meetings**

(1) The Health & Safety Committee shall hold bimonthly 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 Assistant City Managers, 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

All 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 Manager of Occupational Health and Safety. Upon receipt of the report from the immediate Supervisor, the Manager of Occupational Health and Safety 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 Manager of Occupational Health and Safety 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 Manager of Occupational Health and Safety, 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/her 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.

31:10 Form 7

The Employer shall provide the injured worker and the Union with a completed copy of the Worker's Compensation Board Form 7 - Employer's Report of Accident Injury or Industrial Disease at the same time the Form is submitted to W.C.B.

It is agreed and understood that if the injured worker so requests the Form 7 will not be provided to 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-four (24) hours

(2) **Seniority & Probationary Period**

Seniority for Part-time Employees shall be by number of hours worked exclusive of overtime. 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 the total number of hours worked exclusive of overtime. 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 exclusive of overtime 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(1), 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 12:01 (1) and 12:06 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.

32:03 (8) Schedule "H" Employee in a Limited Position

When a Schedule "H" Employee is in a Limited Position by virtue of a job posting or relieves in a Schedule "A" Position, the Employee shall remain on the Schedule "H" Seniority List and continue to accrue seniority.

32:04 (1) Seniority

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

(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 Full-Time Employment

(1) Part-time Employees wishing to obtain full-time employment with the Employer will so notify the Director 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 Director 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 Director 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 Overtime

(1) 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 for those Employees who work a seven (7) hour day.

(2) Overtime rates for Part-time Employees shall be paid for all hours worked over forty (40) hours in a week or eight (8) hours in a day for those Employees who work in a classification scheduled to be an eight (8) hour day.

(3) 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 (1½) 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 (3½) 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, stepmother, wife, husband, bona fide common-law spouse, brother, sister, son, step-son, daughter, stepdaughter, 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 immediately prior to, during or following the day of the funeral.

(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.

(3) Delayed Interment

An employee may elect to defer one (1) day of bereavement leave to be used for the attendance at the actual interment.

32:09 Jury & Witness Duty

Part-time Employees subpoenaed to serve as jurors or witnesses in any court or Coronets 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 Director of Human Resources full compensation received. The Employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

32:10 Annual vacation

(1) 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 who have accrued four (4) or more years of credited service shall receive seven percent (7%) of their gross earnings with each payroll cheque.

32 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.

32:12 Salary Progression

Salary progression shall apply to Part-time Employees based on their credited service. Each Part-time Employee shall have his/her year's work reviewed by the Part-time Employee's immediate Non-Union Supervisor upon the completion of each additional Eighteen Hundred and Twenty (1,820) hours worked exclusive of overtime, 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 April, 1996 and shall remain in effect until the 31st day of March, 1999, 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.

35:02 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.

35:03 Committee Members shall receive a written agenda, approved by the Joint Chairpersons, at least **forty-eight** (48) 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.

35:04 The Committee shall not have jurisdiction over any matters which pertain to the collective bargaining or are the responsibility of another Joint committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a **loss** of pay for attending at the Committee meetings jointly attended by the **Parties**.

ARTICLE 36

COLLECTIVE AGREEMENT EXTENSION OF TERM

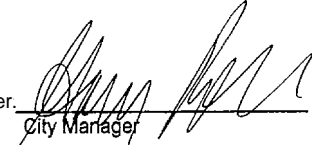
36:01 **Notwithstanding** Article 33 Term of Agreement, the Employer and **the** Union agree to the provisions of Sub Section 58 (2) of the Labour Relations Act, 1995, **as** amended from time **to** time.

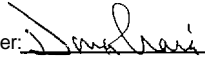
ARTICLE 37 - AGREEMENT SIGNING AUTHORITIES

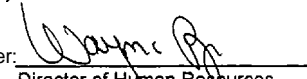
37:01 In witness whereof the Parties hereto have set their hands and corporate seals to this agreement.

DATED AT SUDBURY, ONTARIO THIS DAY OF , 1997.

THE CORPORATION OF THE CITY OF SUDBURY

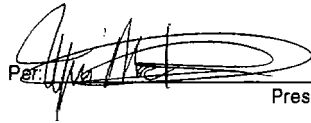
Per: 
City Manager

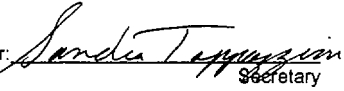
Per: 
Mayor


Per: 
Director of Human Resources


Per: 
Clerk

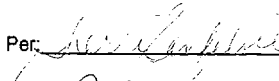
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 207, C.L.C.

Per: 
President

Per: 
Secretary

Per: 
Representative

Per: 
Witness

Per: 
Witness



**SCHEDULE " A
JOB GROUPS CLASSIFICATIONS**

GROUP	CLASSIFICATION	DEPARTMENT	DIVISION
4	General Services Clerk	Corporate Services	Administrative Services
4	Information Clerk Typist	Community Services	Transit
5	Main Switchboard Operator	Corporate Services	Administrative Services
5	Cashier Registration Clerk	Community Services	Leisure Services
5	Clerk Typist III	Community Services	Leisure Services
6	Clerk Typist IV	Physical Services	Engineering
6	Clerk Typist IV	Physical Services	Maintenance Operations
6	Clerk Typist IV (Programs)	Community Services	Leisure Services
6	Clerk Typist Receptionist	Community Services	
6	Clerk Typist IV	Community Services	Transit
7	Clerk Typist V	Corporate Services	Finance
7	Secretary II	Corporate Services	Admin. & By-law
7	Maintenance Clerk II	Physical Services	Maintenance Operations
7	Secretary II	Community Services	Airport
7	Secretary II	Physical Services	Maintenance Operations
7	Clerk/Dispatcher	Corporate Services	Administrative Services
7	Customer Service Clerk	Corporate Services	Finance/Tax
7	Facility Booking Clerk	Community Services	Leisure Services
7	Vital Statistics Clerk	Corporate Services	Clerks
7	Secretary II	Corporate Services	Purchasing
7	Clerk Typist V	Community Services	Parking
7	Cashier/Cust. Serv. Clerk	Corporate Services	Tax

GROUP	CLASSIFICATION	DEPARTMENT	SECTION
8	Payroll Clerk	Corporate Services	Human Resources
8	Secretary III	Physical Services	Engineering
8	Computer Operator	Corporate Services	Data
8	Tech. II (Construction)	Physical Services	Eng. & Construction
8	Secretary III	Corporate Services	Info. Services & Budgets
8	Performance Clerk	Physical Services	Maintenance Operations
8	Secretary III	Community Services	Leisure Services
8	Bookkeeper	Corporate Services	Finance & Tax
8	Animal Control Officer	Corporate Services	Admin. & By-law
8	Tech. II (Engineering)	Physical Services	Eng. & Construction
8	Committee Secretary	Corporate Services	Clerks
9	Administrative Secretary	Community Services	Convention Bureau
9	Administrative Secretary	Community Services	Sudbury Arena
10	Desk Top Publishing, Duplicating & Graphic Services Clerk	Corporate Services	Information Services
10	Material Controller	Corporate Services	Purchasing/Stores
10	Clerk Typist-Cemeteries	Community Services	Leisure Services
10	Licensing Officer	Corporate Services	Clerks
10	Buyer	Corporate Services	Purchasing
10	Secretary to Director of Admin/City Clerk/ City Council	Corporate Services	Administrative Services

GROUP	CLASSIFICATION	DEPARTMENT	SECTION
11	Tech. III (Engineering)	Physical Services	Eng. & Construction
11	Tech. III (Construction)	Physical Services	Eng. & Construction
11	Project Cost Controller	Physical Services	Eng. & Construction
11	Tech. III (Tech. Services)	Physical Services	Technical Services
11	Budget Technician/ Computer Programmer	Corporate Services	Info. Services & Budgets
12	Accountant I	Corporate Services	Finance/Tax
12	Assistant Municipal Law Enforcement Officer	Corporate Services	Clerks
12	Pool Supervisor	Community Services	Leisure Services
13	Tech. IV (Engineering)	Physical Services	Eng. & Construction
13	Tech. IV (Tech. Services)	Physical Services	Dev/Prop/& Traffic Services
13	Property Admin. Officer	Physical Services	Dev/Prop/& Traffic Services
13	Bilingual Co-ordinator	City Manager's Office	
14	Budget Analyst	Corporate Services	Information Services
14	Tech. V	Physical Services	Dev/Prop/& Traffic
14	Tech. V (Engineering)	Physical Services	Engineering
14	Law Clerk II	Corporate Services	Legal
14	Accountant II	Corporate Services	Finance

SCHEDULE "B"

PAY PLAN -LOCAL 207 -APRIL 1, 1996

Group	1	2	3	4	5
01					
70 Hrs Biweekly					
Annual					
80 Hrs Biweekly					
Annual					
02	13.140	13.580	14.090		
70 Hrs Biweekly	919.80	950.60	986.30		
Annual	24,006.78	24,810.66	25,742.43		
80 Hrs Biweekly	1,051.20	1,086.40	1,127.20		
Annual	27,436.32	28,355.04	29,419.92		
03	13.660	14.160	14.640		
70 Hrs Biweekly	956.20	991.20	1,024.80		
Annual	24,958.82	25,870.32	26,747.28		
80 Hrs Biweekly	1,092.80	1,132.80	1,171.20		
Annual	28,522.08	29,566.08	30,588.32		
04	13.910	14.400	14.880	15.420	15.870
70 Hrs Biweekly	973.70	1,008.00	1,041.60	1,079.40	1,110.90
Annual	25,413.57	26,308.80	27,185.76	28,172.34	28,994.49
80 Hrs Biweekly	1,112.80	1,152.00	1,190.40	1,233.60	1,269.80
Annual	29,044.08	30,067.20	31,069.44	32,196.96	33,136.56
05	14.090	14.590	15.110	15.710	16.290
70 Hrs Biweekly	988.30	1,021.30	1,057.70	1,099.70	1,140.30
Annual	25,742.43	26,655.93	27,605.97	28,702.17	29,761.83
80 Hrs Biweekly	1,127.20	1,167.20	1,208.80	1,256.80	1,303.20
Annual	29,419.92	30,463.92	31,549.68	32,602.48	34,013.52
06	14.400	15.060	15.680	16.300	16.930
70 Hrs Biweekly	1,008.00	1,054.20	1,097.60	1,141.00	1,185.10
Annual	26,308.80	27,514.62	28,647.36	29,780.10	30,931.11
80 Hrs Biweekly	1,152.00	1,204.80	1,254.40	1,304.00	1,354.40
Annual	30,067.20	31,445.28	32,739.84	34,034.40	35,349.84
07	14.820	15.460	16.070	16.710	17.330
70 Hrs Biweekly	1,037.40	1,082.20	1,124.90	1,169.70	1,213.10
Annual	27,076.14	28,245.42	29,359.89	30,529.17	31,661.91
80 Hrs Biweekly	1,185.60	1,236.80	1,285.60	1,336.80	1,386.40
Annual	30,944.16	32,280.48	33,554.16	34,890.48	36,185.04
08	15.250	15.850	16.440	17.000	17.700
70 Hrs Biweekly	1,067.50	1,109.50	1,150.80	1,190.00	1,239.00
Annual	27,861.75	28,957.95	30,035.88	31,059.00	32,337.90
80 Hrs Biweekly	1,220.00	1,268.00	1,315.20	1,360.00	1,416.00
Annual	31,842.00	33,094.80	34,326.72	35,496.00	36,957.60
09	15.650	16.340	17.000	17.740	18.500
70 Hrs Biweekly	1,095.50	1,143.80	1,190.00	1,241.80	1,295.00
Annual	28,592.55	29,853.18	31,059.00	32,410.98	33,799.50
80 Hrs Biweekly	1,252.00	1,307.20	1,360.00	1,419.20	1,480.00
Annual	32,677.20	34,117.92	35,496.00	37,041.12	38,628.00
10	16.100	16.900	17.700	18.500	19.390
70 Hrs Biweekly	1,127.00	1,183.00	1,239.00	1,295.00	1,357.30
Annual	29,414.70	30,876.30	32,337.90	33,799.50	35,425.53
80 Hrs Biweekly	1,288.00	1,352.00	1,416.00	1,480.00	1,551.20
Annual	33,616.80	35,287.20	36,957.60	38,628.00	40,486.32
11	16.810	17.750	18.730	19.850	20.880
70 Hrs Biweekly	1,176.70	1,242.50	1,311.10	1,389.50	1,481.60
Annual	30,711.87	32,429.25	34,219.71	36,265.95	38,147.76
80 Hrs Biweekly	1,344.80	1,420.00	1,498.40	1,588.00	1,670.40
Annual	35,099.28	37,062.00	39,108.24	41,446.80	43,597.44

SCHEDULE "B"

FAY PLAN - LOCAL 207 - APRIL 1, 1996

GROUP	1	2	3	4	5
12	18.040	19.160	20.350	21.540	22.740
70 Hrs Biweekly	1,262.80	1,341.20	1,424.50	1,507.80	1,591.80
Annual	32,959.08	35,005.32	37,179.45	39,353.58	41,545.98
80 Hrs Biweekly	1,443.20	1,532.80	1,628.00	1,723.20	1,819.20
Annual	37,667.52	40,006.08	42,490.80	44,975.52	47,481.12
13	19.440	20.460	21.630	22.660	23.770
70 Hrs Biweekly	1,360.80	1,432.20	1,514.10	1,586.20	1,663.90
Annual	35,516.88	37,380.42	39,518.01	41,399.82	43,427.79
80 Hrs Biweekly	1,555.20	1,636.80	1,730.40	1,812.80	1,901.60
Annual	40,590.72	42,720.48	45,163.44	47,314.08	49,631.76
14	21.050	22.170	23.310	24.430	25.800
70 Hrs Biweekly	1,473.50	1,551.90	1,631.70	1,710.10	1,806.00
Annual	38,458.35	40,504.59	42,587.37	44,633.61	47,136.60
80 Hrs Biweekly	1,684.00	1,773.60	1,864.80	1,954.40	2,064.00
Annual	43,952.40	46,290.96	48,671.28	51,009.84	53,870.40

SCHEDULE "C"
STUDENT PAY PLAN
EFFECTIVE APRIL 1, 1996

SUMMER STUDENTS

	0 (no previous experience)	01 (1 season's experience)	02 (2 seasons' experience)	03 (3 seasons' experience)	04 (4 seasons' experience)
Hourly	10.87	11.28	11.65	12.04	12.41
70 Hours	760.90	789.60	815.50	842.80	868.70
80 Hours	869.60	902.40	932.00	963.20	992.80

UNIVERSITY OR COLLEGE CO-OP STUDENTS

	01 (1st Level)	02 (2nd Level)	03 (3rd Level)	04 (4th Level)	05 (5th Level)
Hourly	11.93	12.38	12.80	13.22	13.66
70 Hours	835.10	866.80	896.00	925.40	956.20
80 Hours	954.40	990.40	1,024.00	1,057.60	1,092.80

SCHEDULE "D"
TEMPORARY EMPLOYEE PAY PLAN
SURVEYS AND INSPECTION
EFFECTIVE APRIL 1, 1996

	0 (no previous experience)	01 (1 season's experience)	02 (2 seasons' experience)	03 (3 seasons' experience)	04 (4 seasons' experience)
Hourly	11.94	12.35	12.80	13.32	13.79
70 Hours	835.80	864.50	896.00	932.40	965.30
80 Hours	955.20	988.00	1,024.00	1,065.60	1,103.20

SCHEDULE "E"

ADVANCE VACATION POLICY AND FORM

Only those employees actually needing their advance vacation pay cheque should apply for Same in order to reduce 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/her annual vacation plus a small holdback for unexpected deductions and charges.

This application must be in the hands of the Payroll Section no later than three (3) weeks prior to the employee taking his/her 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

Employee Signature _____

Approved by Employer _____

Date Received by Payroll Section _____

SCHEDULE "F"

COMPUTER SERVICE INTERIM PAY PLAN

EFFECTIVE APRIL 1, 1996

PROGRAMMER ANALYST

Year	1	02	03	04	05
Hourly	21,460	22,490	23,530	24,650	25,800
70 Hours	1,502.20	1,574.30	1,647.10	1,806.00	1,806.00
Annum	39,207.42	41,089.23	42,989.31	47,136.60	47,136.60

SENIOR PROGRAMMER ANALYST

Year	01	02	03	04	05
Hourly	23,520	24,640	25,790	27,050	28,310
70 Hours	1,646.40	1,724.80	1,805.30	1,893.50	1,981.70
Annum	42,971.04	45,017.28	47,118.33	49,420.35	51,722.37

SUPERVISOR OF OPERATIONS

Year	01	02	03	04	05
Hourly	25,650	26,830	28,120	29,450	30,890
70 Hours	1,795.50	1,878.10	1,968.40	2,061.50	2,162.30
Annum	46,862.55	49,018.41	51,375.24	53,805.15	56,436.03

SYSTEM SOFTWARE PROGRAMMER

Year	01	02	03	04	05
Hourly	25,650	26,830	28,120	29,450	30,890
70 Hours	1,795.50	1,878.10	1,968.40	2,061.50	2,162.30
Annum	46,862.55	49,018.41	51,375.24	53,375.24	56,436.03

EFFECTIVE APRIL 1, 1997

PROGRAMMER ANALYST

Year	01	02	03	04	05
Hourly	21,670	22,710	23,770	24,900	26,060
70 Hours	1,516.90	1,589.70	1,663.90	1,743.00	1,824.20
Annum	39,591.09	41,491.17	43,427.79	45,492.30	47,611.62

SENIOR PROGRAMMER ANALYST

Year	01	02	03	04	05
Hourly	23,760	24,890	26,050	27,320	28,590
70 Hours	1,663.20	1,742.30	1,823.50	1,912.40	2,001.30
Annum	43,409.52	45,474.03	47,593.35	49,913.64	52,233.93

SUPERVISOR OF OPERATIONS

Year	01	02	03	04	05
Hourly	25,910	27,100	28,400	29,740	31,200
70 Hours	1,813.70	1,897.00	1,988.00	2,081.80	2,184.00
Annum	47,337.57	49,511.70	51,886.80	54,334.98	57,002.40

SYSTEM SOFTWARE PROGRAMMER

Year	01	02	03	04	05
Hourly	25,910	27,100	28,400	29,740	31,200
70 Hours	1,813.70	1,897.00	1,988.00	2,081.80	2,184.00
Annum	47,337.57	49,511.70	51,886.80	54,334.98	57,002.40

SCHEDULE "G"

ANIMAL CONTROL OFFICERS 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 per week

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

<u>GROUP</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>DIVISION</u>
3	Cashier	Community Services	Transit
3	Box Office Clerk	Community Services	Sudbury Arena
4	Information Clerk	Community Services	Transit
4	Clerk Typist II	Community Services	Airport
6	Timekeeping Clerk	Community Services	Transit
7	Customer Service Clerk	Corporate Services	Tax
2	Payroll Clerk	Human Resources	Payroll
10	Material Controller	Corporate Services	Stores
12	Pool Supervisor	Community Services	Leisure Services

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 a 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 Co-ordinator 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 Co-ordinator 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 Co-ordinator. 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 a 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

S C H E D U L E "J"

BY-LAW 82-119

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

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

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

1. DEFINITIONS

(1) In this by-law:

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

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

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

(1) "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 ($1\frac{1}{2}$) days per month in accordance with By-law 73-17, **as** amended, **after** June 30th, 1982.

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

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

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

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

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

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

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

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

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

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

(4) Where an employee is absent and is entitled to receive benefits pursuant to the Long Term Disability Plan provided by the Corporation and such employee requests that the Corporation make up the difference between the amount ~~of~~ the benefits, less income tax deducted, and 85% of his salary or wages, less income tax deducted and all other applicable amounts deducted, out of his sick leave credits, then for each day for which the employee is absent and in receipt of Long Term Disability benefits, there shall be paid to such employee the difference between the 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 (4/5) of his current daily salary, wages or remuneration for one-half the number of days in accumulated sick leave credit balance, and, in any event,

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

7. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 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 amount of such liability, shall forthwith vest in and be the property of the City. This by-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

8. WEEKLY INDEMNITY PLAN

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

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

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

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

9. LONG TERM DISABILITY PLAN

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

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

(a) The form and content of such contract shall be satisfactory to the Director of Human Resources.

(b) The contract may be amended from time to time to such extent and in such manner as the Director of Human Resources may deem advisable.

(c) Such contract will take effect upon the 1st day of July, 1982.

(d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.

(3) The long term disability plan shall provide:

(a) That benefits to an employee who is totally disabled shall be payable from the 183rd day of disability until:

i) the employee ceases to be disabled;

ii) the employee is rehabilitated;

iii) the employee reaches the age of 65 or;

iv) the employee is disqualified pursuant

to the terms of the contract of insurance.

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

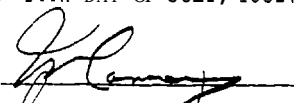
10. APPLICATION

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

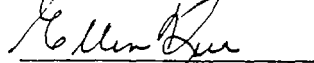
engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions of this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith.

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

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



Mayor



Clerk

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)";

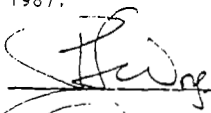
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

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

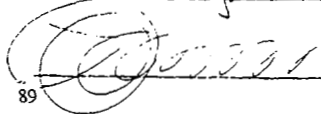
"4(2) Any Commissioner, or a designate, upon previous written notice, with a copy to the Union, on an interview with an employee may demand a physician's certificate for any future sick leave or absence"

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.



Mayor



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


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

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 Collective Agreement 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 and the Bilingual Co-ordinator.

2. **General Wage Increase Retroactivity**

The Employer agrees that the April 1, 1996 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 One 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 (xi) of the employee's regular rate of pay 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.

7. **Amalgamation and Regionalization**

In the event the Employer merges or amalgamates with any other body, the Employer will:

1. Provide the Union with as much advance notice as possible;
2. Attempt to ensure that all seniority rights are maintained;
3. Attempt to ensure that all service credits relating to vacations with pay, pension benefits and any other benefit will be recognized.

8. **Employee Parking at Airport**

That for the Term of the Collective Agreement employees who work at the Airport will not be charged for parking privileges for the purpose of attending work.

**B. THE CORPORATION OF THE CITY OF SUDBURY 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. Bank 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. Participation 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 Division 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 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.

- (E) 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.

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

Any agreements reached within this Review Process will be approved by the Union Membership.

5. **Common Date of Hire**

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

6. **Short Term Vacancies**

Both Parties agree to meet and discuss the issue of short term vacancies and to resolve the issue by no later than December 31, 1996.

7. **Alternative Work Scheduling and Job Sharing**

Both Parties agree to meet and discuss the issue of alternative work scheduling including job sharing. The discussions are to be completed by no later than December 31, 1997.

8. Review of Job Evaluation Manual

The Parties agree to meet to review and update the existing Job Evaluation Manual.

The Review Committee shall consist of three (3) members from the Union and three (3) members from the Management Group.

The purpose of the review is to ensure that the Job Evaluation Manual reflects current external as well as internal realities and is not to revise the Point Rating System. The review is to be completed by no later than December 31, 1997.

In conjunction with this review the Parties will discuss the following issues:

- 1) The possible increase of the Salary Schedule by two (2) Groups from 14 to 16;
- 2) How an employee is placed in his or her new group following a re-evaluation of the job.

9. Modified Work

Both Parties hereto agree to negotiate and ratify a Modified Work Program by no later than March 31, 1997.

10. Co-ordination of Benefits

The Parties agree to implement the co-ordination of benefits following ratification.

11. Positive Enrollment

The Parties agree to implement positive enrollment for medical benefits following ratification.

C. CHANGES TO GROUP BENEFIT PLANS

1. During the term of this Agreement, the Parties agree to the following:
 - a) Mandatory co-ordination of benefits, and positive enrolment, will be undertaken and maintained. Liberty Health will be instructed to conduct random audits of completed forms for accuracy;
 - b) Group Benefit Plans will be amended to provide for mandatory generic drug substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. Liberty Health will be advised to instruct Pharmacists to ignore pre-printed statements on Doctor's scripts stating no generic substitution;
 - c) Semiprivate and private hospital room coverage shall be eliminated from Group Benefit Plans effective the first of the month following ratification. All employees and area hospitals will be advised that this coverage will no longer be available, and if an employee wants a semi-private or private room they will pay for same directly. However, where a hospital bills an employee for semi-private or private room without the employee having requested same, those bills will be paid by the City of Sudbury on presentation of invoices to the Human Resources Department, and the issue of improper billing will be taken up by the city with the hospital involved. The issue of improper billing will be taken up by the City with the hospital involved. The issue of improper billing will not exist where only semi-private and/or private rooms are available and the caring institution can legally force the fee for the room to be paid. In such instances the fee for the room will be paid by the City of Sudbury.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 207

THE CORPORATION OF THE CITY
OF SUDBURY

Per: [Signature]
President

Per: [Signature]
Mayor

Per: [Signature]
Secretary

Per: [Signature]
Clerk

Per: [Signature]
Representative

Per: [Signature]
City Manager

[Signature]
Witness

Per: [Signature]
Director of Human Resources

[Signature]
Witness

[Signature]
Witness

