

**SCHEDULE "A" TO CITY OF TIMMINS BY-LAW NO. 2011-7131**

**COLLECTIVE AGREEMENT**

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**BETWEEN**

**THE CORPORATION OF THE CITY OF TIMMINS**



**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 210**



*Canadian Union of Public Employees  
Syndicat canadien de la fonction publique*

**April 1, 2011 to March 31, 2014**

07094(11)

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b><u>Article #1</u></b>	<b><u>Preamble</u></b>	<b>8</b>
1.01	Preamble	8
<b><u>Article #2</u></b>	<b><u>Management Rights</u></b>	<b>8</b>
2.01	Management Rights	8
<b><u>Article #3</u></b>	<b><u>Recognition</u></b>	<b>9</b>
3.01	Bargaining Unit	9
3.02	Work of the Bargaining Unit	9
3.03	No Other Agreement	9
3.04	No Other Bargaining Agent	9
<b><u>Article #4</u></b>	<b><u>No Discrimination</u></b>	<b>9</b>
4.01	Corporation and Union Shall Not Discriminate	9
<b><u>Article #5</u></b>	<b><u>Probationary Period</u></b>	<b>9</b>
5.01	Probationary Period	9
<b><u>Article #6</u></b>	<b><u>Union Security and Dues Check-Off</u></b>	<b>10</b>
6.01	Becoming Members	10
6.02	Remaining Members	11
6.03	Deduction of Dues	11
6.04	Remitting of Dues Etc.	11
6.05	Employer Notification to Union	11
<b><u>Article #7</u></b>	<b><u>Acquainting New Employees</u></b>	<b>11</b>
7.01	Acquainting New Employees	11
7.02	Copy of Agreement	11
<b><u>Article #8</u></b>	<b><u>Correspondence</u></b>	<b>11</b>
8.01	Addresses	11
8.02	Mailing of Notices	12
8.03	Change of Address	12

## INDEX

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
<b><u>Article #9</u></b>	<b><u>Union Committees</u></b>	12
<b>9.01</b>	Selection of Committees	12
<b>9.02</b>	Appointment of Stewards	12
<b>9.03</b>	Reporting to Superior	12
<b>9.04</b>	Time Off for Meetings - Grievances	12
<b><u>Article #10</u></b>	<b><u>Stewards &amp; Other Union Committees</u></b>	12
<b>10.01</b>	Grievance Committee Composition	13
<b>10.02</b>	Joint Health and Safety Committee	13
<b>10.03</b>	Unsafe Equipment	13
<b>10.04</b>	Negotiating Committee	13
<b>10.05</b>	Time Off For Meetings	13
<b>10.06</b>	Representative of the Union	13
<b>10.07</b>	Copies of Resolution	14
<b><u>Article #11</u></b>	<b><u>Grievance Procedure</u></b>	14
<b>11.01</b>	Preamble and Stages	14
<b>11.02</b>	Group Grievances	15
<b>11.03</b>	General Grievances	15
<b>11.04</b>	Arbitrator's Rights	15
<b>11.05</b>	Wage Grievance	15
<b><u>Article #12</u></b>	<b><u>Arbitration</u></b>	15
<b>12.01(a)</b>	General Rules	15
<b>12.01(b)</b>	Single Arbitrator	16
<b>12.02</b>	Expenses of the Board	16
<b>12.03</b>	Decisions of the Board	16
<b><u>Article #13</u></b>	<b><u>Discipline and Discharge</u></b>	16
<b>13.01</b>	Infraction Slips	16
<b>13.02</b>	Discharge	17

## INDEX

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
<b><u>Article #14</u></b>	<b><u>Seniority</u></b>	17
<b>14.01</b>	Seniority Defined	17
<b>14.02</b>	Seniority Lists	17
<b>14.03</b>	Loss of Seniority	17
<b><u>Article #15</u></b>	<b><u>Promotions &amp; Staff Changes</u></b>	18
<b>15.01</b>	Job Posting	18
<b>15.02</b>	Trial Period	18
<b>15.03</b>	Unsuccessful Applicants	18
<b>15.04</b>	New Posting	18
<b><u>Article #16</u></b>	<b><u>Lay-Offs and Recalls</u></b>	19
<b>16.01</b>	Reduction System	19
<b>16.02</b>	Recall Method	19
<b>16.03</b>	Time Limits	19
<b><u>Article #17</u></b>	<b><u>Hours of Work/Overtime/Meal Time/ Shift Differential &amp; On-Call/Shift Work</u></b>	19
<b>A – Hours of Work</b>		19
<b>17.01</b>	<b>Hours of Work</b>	19
<b>17.02</b>	Hours of Work	19
<b>17.03</b>	Minimum Hours	19
<b>B- Overtime</b>		20
<b>17.04</b>	Overtime Defined	20
<b>17.05</b>	Overtime Defined	20
<b>17.06</b>	Overtime Rates	20
<b>17.07</b>	Minimum Call-Back Time	21
<b>17.08</b>	No Lay-Offs for Overtime	21
<b>17.09</b>	Calculation of Overtime	21
<b>17.10</b>	Overtime for Part-Time Employees	21
<b>17.11</b>	Exemption From Overtime	21
<b>17.12</b>	Time Off In Lieu of Overtime	21
<b>17.13</b>	Change of Shift - Notice	21
<b>C – Meal Time / Meal Allowance</b>		
<b>17.14</b>	Meal Time Defined	22
<b>17.15</b>	Overtime Meal Allowance	22
<b>17.16</b>	Lunch Provisions	22
<b>17.17</b>	Water Filtration Plant Meal Allowance	22

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b>D – Shift Differential and On-Call</b>		
<b>17.18</b>	<b>Shift Differential</b>	<b>22</b>
<b>17.19</b>	<b>Weekend/Statutory Holiday on Call Scheduled Hours</b>	<b>23</b>
<b>17.20</b>	<b>On-Call – Water Treatment Plant</b>	<b>25</b>
<b>E – Shift Work</b>		
<b>17.21</b>	<b>Exclusions from Shift Work</b>	<b>26</b>
<b>17.22</b>	<b>Public Works – Roads</b>	<b>26</b>
<b>17.23</b>	<b>Public Works – Landfill</b>	<b>27</b>
<b>17.24</b>	<b>Public Works – Cemetery</b>	<b>28</b>
<b>17.25</b>	<b>Water Filtration Plant</b>	<b>28</b>
<b>17.26</b>	<b>Arena Maintenance</b>	<b>28</b>
<b><u>Article #18</u></b>	<b><u>Paid Holidays</u></b>	<b>29</b>
<b>18.01</b>	<b>Designation of Days</b>	<b>30</b>
<b>18.02</b>	<b>Holidays on Weekends</b>	<b>30</b>
<b>18.03</b>	<b>Water Filtration Plant</b>	<b>30</b>
<b>18.04</b>	<b>Arena Maintenance</b>	<b>30</b>
<b><u>Article #19</u></b>	<b><u>Vacation With Pay</u></b>	<b>31</b>
<b>19.01</b>	<b>Length of Vacation</b>	<b>31</b>
<b>19.02</b>	<b>Holidays During Vacation</b>	<b>31</b>
<b>19.03</b>	<b>Approved Leave of Absence During Vacation</b>	<b>31</b>
<b>19.04</b>	<b>Vacation</b>	<b>31</b>
<b>19.05</b>	<b>Water Filtration Plant</b>	<b>32</b>
<b><u>Article #20</u></b>	<b><u>Sick Leave</u></b>	<b>32</b>
<b>20.01</b>	<b>Definitions</b>	<b>32</b>
<b>20.02</b>	<b>Sick Leave During Leave of Absence</b>	<b>32</b>
<b>20.03</b>	<b>Sick Leave Records</b>	<b>33</b>
<b>20.04</b>	<b>Sick Leave Program</b>	<b>33</b>
<b>20.05</b>	<b>Sick Leave Program Entitlement</b>	<b>34</b>

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b><u>Article #21</u></b>	<b><u>Leave of Absence</u></b>	<b>35</b>
21.01	Bereavement Leave	35
21.02	Union Conventions	35
21.03	Union Duties	35
21.04	General Leave	36
21.05	Seniority Rights	36
21.06	Time Off For Elections	36
21.07	Jury Duty or Court Witness Duty	36
21.08	Maternity/Parental Benefits	36
21.09	Citizenship	36
<b><u>Article #22</u></b>	<b><u>Payment of Wages and Allowances</u></b>	<b>36</b>
22.01	Salary Schedules	36
22.02	Pay Days	36
22.03	Pay During Temporary Transfers	37
<b><u>Article #23</u></b>	<b><u>Job Classification</u></b>	<b>37</b>
23.01	Job Classification	37
23.02	Maximum Classifications	37
<b><u>Article #24</u></b>	<b><u>Benefits</u></b>	<b>37</b>
24.01	Premium Costs	37
24.02	Standard Ward Care / Semi-Private Hospital Care	38
24.03	Life Insurance & A.D. & D.	38
24.04	OMERS	38
24.05	Drug Plan	38
24.06	Supplementation of Compensation Award	38
24.07	Dental Plan	38
24.08	Long Term Disability Plan	39
24.09	Optical Plan	39
24.10	Early Retirement Benefit	39
24.11	Survivor's Health Care Benefit	39
<b><u>Article #25</u></b>	<b><u>General Benefits</u></b>	<b>39</b>
25.01	General Benefits	39

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b><u>Article #26</u></b>	<b><u>General Conditions</u></b>	40
<b>26.01</b>	Proper Accommodation	40
<b>26.02</b>	Bulletin Boards	40
<b>26.03</b>	Health Examinations	40
<b>26.04</b>	Personnel File	40
<b><u>Article #27</u></b>	<b><u>General</u></b>	40
<b>27.01</b>	Maintenance and Service Work/Contracting <del>Out</del>	40
<b>27.02</b>	Present Conditions to Continue	41
<b><u>Article #28</u></b>	<b><u>Termination and Renewal</u></b>	41
<b>28.01</b>	Effective Dates	41
<b>28.02</b>	Notice of Amendments Etc.	41
<b>28.03</b>	Meeting Time Limits	41
<b>28.04</b>	Successor Rights	42
	Signatures	42
	Schedule " A Wages	43
	Letter of Understanding re: Items for Discussion	46
	Memorandum of Agreement	48

**AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF TIMMINS**  
(Hereinafter referred to as the "Corporation")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 210**  
(Hereinafter referred to as the "Union")

**ARTICLE #1 - PREAMBLE**

**1.01** Whereas it is the desire of both parties to this Agreement:

1. To maintain and promote the harmonious relations and settled conditions of employment between the Corporation and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.

**NOW THEREFORE** the parties agree as follows:

**ARTICLE #2 - MANAGEMENT RIGHTS**

**2.01** The Union agrees that the Corporation has the exclusive rights and powers to manage the plants and departments, direct the working forces and to hire, retire in accordance with the OMERS plan in effect, promote, transfer, classify, demote, lay-off, suspend, and discharge, subject to the terms of this Agreement, for just cause.



## ARTICLE #3 - RECOGNITION

### **3.01 Bargaining Unit**

The scope of this Agreement shall apply to all employees of the Public Works Department, Parks & Recreation Department, Public Cemeteries, Water Filtration Plants and Maintenance Persons of the Department of Building and Maintenance, all of the City of Timmins, save and except, Supervisors, persons above the rank of Supervisor, office staff employees, and those employees working in recreational programs who do not perform work normally done by bargaining unit employees.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for purposes of instruction, experimenting or emergencies.

### **3.03 No Other Agreement**

No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives, which may conflict with the terms of this Collective Agreement.

**3.04** In respect of employees covered by this Agreement, the Corporation shall not recognize during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

## ARTICLE #4 - NO DISCRIMINATION

### **4.01 Corporation and Union Shall Not Discriminate**

The Corporation and Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of his/her membership in a Labour Union.

## ARTICLE #5 - PROBATIONARY PERIOD

### **5.01 Full-Time Employees**

A full-time employee shall be considered a probationary employee for the first four (4) months of his/her employment with the Corporation and after four (4) months his/her name shall be placed on the seniority list. After completion of the probationary period, seniority shall be effective from the original date of employment. Students who perform work of the Bargaining Unit who attend educational institutions and are working on seasonal employment shall be

excluded from becoming permanent employees unless they advise the Employer they are not returning to school, after which time the probationary period shall apply to them. These employees are to pay dues as per the Collective Agreement. Probationary employees shall be excluded from receiving employee benefits during their probation. Once the probationary period is served, they shall be eligible for all benefits effective the first day after they complete their probationary period.

### Part-Time Employees

The probationary period for part-time employees shall be 120 working days.

It is understood that Part-Time employees will be allowed to apply for internal full-time vacancies based on the following criteria. If the internal posting process has failed to fill the vacancy with a Full-Time employee and prior to posting the vacancy externally, Part-Time employees will be hired for full-time employment provided they meet all qualifications as set out by the Employer. Part-Time employees who do not meet the said qualifications may at their discretion apply for the full-time vacancy via the external posting process.

Part-time employees shall receive in lieu of employee benefits 7% of their gross bi-weekly pay, which shall be paid on a bi-weekly basis.

Part-time employees shall not accumulate vacation credits but shall be paid an amount, which represents 4% of their bi-weekly pay each pay period.

### Students

The probationary period for students shall be in accordance with the Employment Standards Act.

Students shall not accumulate vacation credits but shall be paid an amount, which represents 4% of their bi-weekly pay each pay period.

A student shall not be appointed to a position other than labourer position and shall not perform work of a higher position than labourer. Students who perform labour work of the bargaining unit, between April 15<sup>th</sup> and September 15<sup>th</sup> and December 10<sup>th</sup> to January 10<sup>th</sup> in each calendar year, who attend educational institutions shall be excluded from becoming permanent employees unless they advise the Employer they are not returning to school, after which time the probationary period shall apply to them.

## ARTICLE #6 - UNION SECURITY AND DUES CHECK-OFF

**6.01** All employees covered by this Agreement shall within twenty (20) working days of the signing of this Agreement, become and remain members of the Union for the duration of this Agreement, as a condition of their employment.

**6.02** All employees covered by this Agreement shall be required to sign a union card at the commencement of their employment and union dues shall be deducted bi-weekly. The Employer will deduct the initiation fee from employees from the second pay following the commencement of employment. All employees covered by this Agreement shall remain members in good standing for the duration of the Agreement as a condition of their employment.

**6.03** The Corporation agrees to deduct union dues and initiation fees from all employees covered by this Agreement in the amounts certified by the Union to the Corporation to be currently in effect according to the constitution and by-laws of the Union, subject to changes made from time to time.

**6.04** The Corporation agrees to deduct the amount of dues, assessments or initiation fees each month on the second payday, and to remit the amount of dues, assessments and initiation fees so collected to the Treasurer of the Union no later than the fifth day of the following month. The Corporation when remitting the dues, assessments or initiation fees so collected to the Treasurer of the Union shall include a list clearly setting forth the names from whom the dues were deducted and also showing any additions or deletions in staff. The Corporation shall give the reason why a name is deleted.

**6.05** lover tifi to Union

The Employer shall advise the Union within 10 working days of all hirings, lay-offs, transfers, recalls, promotions, demotions and termination of employment.

## **ARTICLE #7 - THE CORPORATION SHALL ACQUAINT NEW EMPLOYEES**

**7.01** The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment dealing with union security and dues check off.

**7.02** All employees shall be presented with a copy of the Agreement by the Corporation. The Corporation shall issue forty (40) copies of the revised Collective Agreement to the Union within twenty (20) working days of the signing of the Agreement, and shall, within a reasonable amount of time, issue to each employee within the bargaining unit, a copy of the contract in booklet form, or some form similar to a booklet.

## **.E #8 - CORRESP**

**8.01** Unless otherwise provided therein, any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

### **To the Corporation**

The Corporation of the City of Timmins  
220 Algonquin Blvd. East  
Timmins, Ontario P4N 1B3

### **To the Union**

Recording-Secretary, CUPE Local 210  
P.O. Box 536  
Timmins, Ontario P4N 7E7

- 8.02** Any notice so mailed shall be deemed given as of the next business day after the date of mailing (Saturdays, Sundays, and Holidays excluded). The registration receipt shall establish the date of mailing.
- 8.03** Either party may change its address for service of notices at any time by notice as above mentioned.

## **ARTICLE #9 - UNION COMMITTEES**

- 9.01** The Corporation acknowledges the right of the Union to appoint or otherwise select committees and the number of stewards as indicated in Section 10.01 of this Agreement. The Union shall advise the Corporation of the personnel serving on these committees and also the names of the stewards. The Corporation shall supply the Union with the names of all of its Supervisors, Superintendents, and other officers of the Corporation who may be called upon to perform any act in connection with this Agreement and to set out along such names, their titles in such a manner as to indicate the nature and extent of their authority.
- 9.02** The Union acknowledges that stewards, members of the Committees and Union Officers have regular duties to perform on behalf of the Corporation. Such persons shall not leave their regular duties without receiving permission from their immediate supervisor and such permission shall not be unreasonably withheld.
- 9.03** When resuming their regular duties they shall report to their immediate supervisor.
- 9.04** It is clearly understood that stewards and other union officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business and that in accordance with this understanding the Corporation shall compensate such employees from the time spent in handling grievances and attending meetings of grievances and other committees at their regular hourly rate of pay and this does not apply to the time spent on such matters outside regular working hours.

## **ARTICLE #10 - STEWARDS AND OTHER UNION COMMITTEES**

- 10.01 (a)** The Corporation agrees to recognize seven (7) stewards, to be elected or appointed by the Union and whose names shall be placed on file with the Clerk of the Corporation, subject to change from time to time.
- (b)** These stewards will comprise a Grievance Committee to represent the employees who are covered by this Agreement in all complaints and grievances.
- (c)** The grievor shall be accompanied by an elected/appointed Union Officer of the Local at Stages 1, 2.

### **10.02 Joint Health and Safety Committee**

The health and safety matters between the Corporation and the Union shall be dealt with by the Joint Health and Safety Committee.

- 10.03** No employee shall be required to operate or be transported by any vehicle that is not in good safe working condition or be required to use any equipment or tool that is not in good safe working condition.

### **10.04 Negotiating Committee**

The Union shall appoint or otherwise select a Negotiating Committee comprised of no more than six (6) employees of ~~the~~ Corporation. (1 from Water or Sewer, 1 from Roads, Mechanics or Sanitation; 1 from Water Filtration Plant; 1 from Parks & Recreation plus 2 Executive Members.) The composition of the Committee may vary. It shall be the duty of the Committee to negotiate an Agreement (and/or any modification, renewal or extension thereof), with the Corporation, and it shall negotiate any dispute as to the interpretation, meaning, or application of the terms and provisions of this Agreement.

### **10.05 Time Off For Meetings**

Any representative of the Union on this Committee, who is in the employ of the Corporation shall have the privilege of attending meetings of the Joint Bargaining Committee held within working hours without loss of remuneration, providing that the Corporation has received at least five (5) working days notice of the time and date of the proposed meeting.

### **10.06 Representative of the Union**

The Union shall have the right, at any time, to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Such representatives shall have access to the Corporation's premises in order to investigate and assist in the grievance.

The Corporation shall also have the rights of assistance, at any time, when dealing with or negotiating with the Union.

## **10.07 Copies of Resolutions**

Copies of all resolutions, motions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to be forwarded to the Union.

## **ARTICLE #11 - GRIEVANCE PROCEDURE**

**11.01 (a)** Complaints and grievances shall be dealt with in the following manner and all grievances must be in writing and recorded within fourteen (14) working days of the alleged grievance.

**(b) Time Limits**

In determining the time within which any step is to be taken under the following provisions of this article, Saturdays, Sundays, and Statutory Holidays shall be excluded. Any and all the time limits fixed by this article may at any time, be extended by agreement in writing between the Corporation and the Union.

**(c) Witnesses**

At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the works to view disputed operations and to confer with the necessary witnesses.

### **Informal Discussion**

Prior to a formal complaint, the employee **will** discuss the matter with his/her immediate Supervisor to determine if it can be resolved before further action is taken. If no resolution has taken place, the employee may proceed to the following stage.

### **Stage 1**

Within fifteen (15) working days of the alleged occurrence, the employee who may be accompanied by one (1) Union Officer, shall take the matter up with their immediate Supervisor and next ranking Supervisor, who shall give their decisions within five (5) working days of receipt of the grievance, and failing settlement within the foregoing period, the grievor may then proceed to Stage 2, within five (5) working days of receipt of the answer from Stage 1.

## **Stage 2**

Within fifteen (15) working days of completion of Stage 1, the employee, accompanied by the Grievance Committee, may take the matter up with the Committee comprised of the Chief Administrative Officer or his/her designate, the Supervisor concerned, and the Department Head concerned, who shall render their decision within five (5) working days of receipt of the grievance as per Stage 2.

### **11.02 Group Grievance**

In case a group of employees have an alleged grievance, it shall be taken up by the Grievance Committee at Stage 2.

### **11.03 General Grievance**

Any differences arising directly between the Union and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted by either party to the other starting with Stage 2 of this procedure.

### **11.04 Wane Grievance**

When a grievance which affects an employee's rate of pay is settled in his/her favour, it shall be made retroactive to the time the grievance occurred.

## **ARTICLE #12 - ARBITRATION**

- 12.01 (a)** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable, or where an allegation is made that this Agreement has been violated either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint Arbitration ~~or~~ if the ~~two~~ appointees fail to agree upon Chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. 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 affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

- (b) In event one of the parties to this Agreement desires the services of a single arbitrator in accordance with Section 45 of the Labour Relations Act, the party so requesting shall notify the other, in writing, of the intention to request the single arbitrator, and shall forward a copy of the request to the Minister.

## **12.02 Expenses of the Board**

Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the Corporation and the Union shall jointly bear equally ~~the~~ expenses of the third party and any cost of the place of hearing of such arbitration hearings, which shall be held in the *City* Hall, or such other place as may be mutually agreed to by the parties hereto.

## **12.03 Decisions of the Board**

In no event shall the Board of Arbitration have the power to change this Agreement, or alter, modify or amend any of its provisions, except in the case where both parties have mutually agreed that the Board may have the power to do so. However, the Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement, which, in its opinion, it deems just and equitable.

## **ARTICLE #13 - DISCIPLINE AND DISCHARGE**

### **13.01 Infraction Slips**

- (a) Whenever the Employer deems it necessary to issue an infraction slip to an employee for censure or discipline for cause, the employee may be accompanied by a steward and a copy of the infraction slip shall be forwarded to the Union.
- (b) No infraction slip shall be placed in an employee's personnel record until he/she has been given a copy thereof and with a copy provided to the Secretary of the Union.
- (c) The Employer shall consult with the respective steward prior to disciplinary action being taken against an employee as a result of an accident.
- (d) **Upon the employee's request, any letter of discipline, reprimand or suspension will be removed and destroyed from the record of an employee, twelve (12) months following the receipt by the employee of such discipline provided that the employee's record has been discipline free from the same offence for twelve (12) months.**



## **13.02 Discharge**

If an employee is discharged and if he/she believes he/she has been unjustifiably discharged, he/she may have his/her grievance taken up under the Grievance Procedure, starting at Stage 2 if presented in writing within seven (7) working days after the date of dismissal, and not otherwise. If it should be settled finally in his/her favour, he/she shall be reinstated and paid his/her wages at his/her regular basic rate (less amounts earned during the time lost) for the hours per week, or any other arrangement which is just and equitable in the opinion of the conferring parties.

If said discharge is taken to arbitration the Arbitrator may:

- (a) Sustain the discharge.
- (b) Reinstatement of the employee with full pay for the time lost (less monies earned during the time lost) and with no loss of seniority.

## **ARTICLE #14 - SENIORITY**

**14.01** Seniority shall govern all promotions, transfers, demotions, lay-offs and recalls within the bargaining unit, provided the employee with the longest service is qualified to do the job, as outlined in the **job** posting. If the Employer has exhausted all qualified personnel seniority shall apply.

### **14.02 Seniority Lists**

The Corporation shall post seniority lists on the bulletin boards. These lists shall be corrected and brought up to date every six (6) months and a copy of such list shall be forwarded to the Recording-Secretary of Local 210 and the Representative of the Union.

### **14.03 Loss of Seniority**

An employee may only lose his/her seniority in the event:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failing to report to work fourteen (14) calendar days after receipt of a notice to return to work after a lay-off.
4. After a lay-off extending for a period of more than twelve (12) consecutive months.

## **ARTICLE #15 - PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a job is open or a new job is created with the Corporation, the said job shall be posted at once for seven (7) working days as follows:

1. Type and nature of job.
2. Rate of pay.
3. Location.

Employees shall be given preference in filling the job. Upon creation of all new jobs, the Corporation and the Union shall agree to rate of pay and working conditions, etc. In the event that a permanent employee or employees are not qualified to fill the job that is open or a new job which is created, the Corporation may employ anyone it so desires who is qualified for the position. The Corporation reserves the right to hire employees on a temporary basis to take care of emergencies.

The Corporation shall provide the Union with a copy of the posting and blank application forms. Appointments from within the bargaining unit shall be made within twenty (20) working days of posting. The Corporation shall immediately advise the Union of the name of the successful applicant.

### **15.02 Trial Period**

The successful applicant shall be placed on trial for a period of up to sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the sixty (60) working days. **If the successful applicant wishes to return to his/her former position, the employee will do so within ten (10) working days in the new position and the Employer may have the applicant return to his/her previous position after ten (10) working days in the new position.** In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

**15.03** a) A list of the names of all unsuccessful applicants to any internal posting shall be sent to the Union Representative and the Recording-Secretary of Local #210.

b) Applicants will receive an evaluation within the first thirty (30) working days of his/her probationary period.

**15.04** a) If an employee drops a posting at any time after the successful completion of the trial period, the employee is excluded from applying for that same posting for twenty-four (24) months from the date they drop or refuse the posting.

- b) If the Employer has exhausted all internal applicants, those who have signed off the posting will be given consideration based on the seniority prior to the Employer going external.

## **ARTICLE #16 - LAY-OFFS AND RECALLS**

- 16.01** Should circumstances require a reduction within the bargaining unit, probationary employees shall be laid off first and then starting with those of the least seniority.
- 16.02** When employees have been laid off under Section 16.01 of this Article, and the jobs have re-opened, employees shall be **called** back on a seniority basis.
- 16.03** When employees are to be recalled by the Corporation, they shall be notified by registered mail to their last place of residence known to the Corporation, and if they fail to report to work within fourteen (14) working days after the mailing of such notice, then the Corporation shall be under no obligation to re-employ them. The Secretary of the Local is to receive a copy of the notice of recall.

## **ARTICLE #17 - HOURS OF WORK / OVERTIME / MEAL TIME / SHIFT DIFFERENTIAL & ON-CALL / SHIFT WORK**

### **A – HOURS OF WORK**

- 17.01** The regular hours of work for all employees covered by this Agreement, with the exception of shift employees shall be as follows:

Five (5) eight (8) hour shifts - Monday to Friday inclusive with one-half (1/2) hour off for lunch 7:30 a.m. to 4:00 p.m.

- 17.02** From 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m., Monday to Friday inclusive.

### **17.03 Minimum Hours**

Part-time employees who reports for work without having been previously notified not to report shall be given for (4) hours pay or four (4) hours work on a job other than his/her own, provided that in either case it shall be the rate he/she normally receives.

## **B – OVERTIME**

### **17.04 Overtime Defined**

- (a) All time worked beyond the normal work day, the normal work week, on a day of rest, or on a Holiday, shall be considered as overtime, subject to Clause 17.06.
- (b) An employee who agrees to start work up to three (3) hours prior to the start of his/her regularly scheduled shift, must complete his/her regularly scheduled shift or be paid straight time for such hours worked.

- 17.05 (a)** All overtime, except, as hereafter detailed, shall be awarded on overall seniority, according to the seniority list applicable for each department, the yard and overall. The senior posted person(s) shall be called first, and if he/she is not available, **a second call will be made to the employees alternate number before the next senior qualified person(s) in the Department is called. The procedure will be repeated in the same Department of the other yard before overall seniority is applied in the yard where the overtime originated.** Where overtime is a continuation of the job or work at hand, the employee engaged in performing the task shall be permitted to continue said work after completion of the regular shift.
- (b) When an employee is on sick leave, bereavement, an approved or unapproved leave of absence (excluding vacation) he/she shall not be called out for overtime.

### **17.06 Overtime Rates**

Overtime rates shall apply for work as follows:

1. **On a Regular Work Day**  
Time and one-half any one-day or shift at his/her daily rate of pay.
2. **On a Holiday**  
Double time for all hours worked at his/her daily rate of pay plus his/her normal day's pay.
3. **On a Day of Rest**  
Time and one-half his/her daily rate of pay.
4. **On a Sunday**  
Double time his/her daily rate of pay.
5. Employees commencing work at 11:30 p.m. on a regularly scheduled shift preceding a holiday will receive overtime premiums as set out in Article 17, Clause 17.06 Subsection 2.
6. Employees commencing work at 11:30 p.m. on a regularly scheduled shift on a holiday shall not receive overtime premiums as set out in Article 17, Clause 17.06, Subsection 2.

### **17.07 Minimum Call-Back Time**

Employees who are called back to work for an emergency outside of regular hours shall receive overtime rates and shall be guaranteed a minimum of three (3) hours pay as per Article 17.06.

### **17.08 No Lay-Offs to Compensate for Overtime**

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

**17.09** All holidays as set out in Clause 18.01 shall be for purpose of computing weekly overtime as hours worked. Example: If a holiday(s) as outlined in Clause 18.01 is observed during the work week, the work week then becomes a 32 or 24 hour work week, and all hours worked in excess of 32 or 24 hours shall be deemed as overtime and paid at one and one-half (1 1/2) times his/her rate of pay.

### **17 Overtime for Part-Time Lmpl**

Part-time employees working less than eight (8) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day, and for all work performed on holidays and regular days off.

### **17.1 Exemption from Overtime**

Overtime shall not apply to the Sunday night start of the scheduled graveyard shift 11:30 p.m. to 7:30 a.m., except for circumstances as outlined in Clause 17.06.

**17.12** An employee working overtime may have the choice of receiving overtime pay or equivalent time off at a later date, such date to be subject to the Corporation being able to maintain efficiency in all departments. Employee(s) shall be allowed to accumulate a maximum of two (2) weeks in any **12 month period as identified below**. Employee(s) accumulating time off for the future must make it be known to the Employer immediately on accepting to work overtime. When an employee(s) is requesting equivalent time off **with** pay in lieu of overtime payment, he/she must give to the Department Head concerned a minimum three (3) weeks notice prior to the requested time off with pay.

Accumulation shall be from December 1 to November 30 of any year. Compensating time off may be taken from January 1 to December 31.

### **17.13 Arena Maintenance**

Part-time employees will be paid overtime if he or she works in excess of the regular scheduled shift replacing or filling in for a full-time employee's shift.

## **C – MEAL TIME / MEAL ALLOWANCES**

**17.14** One-half (1/2) hour meal time shall be included as part of the regularly scheduled work period for employees on afternoon and graveyard shift.

Shifts starting at 5:00 a.m. and 6:00 a.m. only will be entitled to one half (½) hour mealtime included as part of the regularly scheduled work period for the following operations:

### **17.15 Overtime Meal Allowance**

Employee(s) working more than ten (10) consecutive hours in any shift shall be provided with a meal or allowance to a maximum of **\$16.00**.

### **17.16 Lunch Provisions**

Employees on the afternoon or graveyard shift shall take their lunch on the job during the eight-hour shift.

### **17.17 Water Filtration Plant**

Maintenance employee(s) working more than ten (10) consecutive hours in any schedule eight (8) hour shift shall be provided with a meal allowance of equivalent monetary value as indicated in Article 17.15.

Control Room Operator(s) working more than fourteen (14) consecutive hours for any shift shall be provided with a meal allowance of equivalent monetary value as indicated in Article 17.15.

## **D – SHIFT DIFFERENTIAL & ON-CALL**

### **17.18 Shift Differential**

- a) The shift differential for all employees for afternoon and graveyard shifts shall be **\$2.10 per hour**.
- b) Shift differential shall not apply when overtime rates are applicable, nor for the earlier shifts as noted in 17.22 b).
- c) **Arena Maintenance**

Shift differential at the rate identified under Article 17.18 a) of the present collective agreement shall be paid to all employees of the arenas **and** pool regardless of their work schedule. Shift differential will commence at 4:00 p.m. and will be paid for every hour worked thereafter until the end of the employee's shift.

## 17.19 Weekend/Statutory Holiday On Call Scheduled Hours

- a) The Employer will establish a Public Works Water Distribution and Sewer Collection weekend on call group consisting of up to 26 public works employees that will be scheduled on call for weekends and statutory holidays.
- b) The Public Works water and sewer weekend on call group shall include all employees posted in the sewer and water divisions of the Public Works Department, other employees of the Public Works Department who have obtained and wish to retain a water distribution system or wastewater collection operator's licence under current Ontario regulations and other employees of Public Works that are qualified to operate the sewer flusher and wish to be scheduled for weekends on call.
- c) The Employer will establish a schedule from the Public Works water and sewer weekend on call group that shall be available for work on weekends and on statutory holidays.
- d) One qualified and licensed Sub-Supervisor or Leader "A" (water) and one qualified Sewer Flusher Operator will be scheduled for each weekend and statutory holiday one year in advance to cover both Yards. Employees scheduled for weekend On Call in the Water/Sewer Department will be paid at the rate of Leader A and at the rate of Sewer Flusher Operator for all hours worked On Call.

The qualified employees for the weekend On Call is as follows:

- Leader A
  - Minimum OIT Certificate
  - Leader A Qualification

Sewer Flusher/Flusher Vac Oper. – Qualified Operator

- e) The schedule will be based on a rotation of qualified employees within the Public Works water and sewer weekend on call group. Employees who are performing weekend On Call duties will not be permitted to be available for work required in other departments. Employees performing weekend On Call duties will be permitted to perform the actual work for which they are on call.
- f) The first schedule will be posted one month following acceptance of the Collective Agreement and will commence ~~two~~ months following acceptance of the Collective Agreement.
- g) Subsequent schedules will be posted on the first Monday in May for a schedule commencing on the first weekend in June in each of the subsequent years.
- h) The schedule shall be based on a rotation of employees within the Public Works water and sewer weekend on call group. The schedule will be adjusted for employee vacations that are approved prior to the posting of the weekend on call schedule.

Employees volunteering to be on the on call list shall remain on this list for a one (1) year period. Participation of all employees in the sewer and water sections is mandatory.

- i) Employees that are scheduled for a weekend on call may by mutual agreement interchange or give away their scheduled weekend(s) on call.
- j) It is the responsibility of the employee interchanging or giving away a scheduled weekend on call to ensure that a qualified replacement on call group employee is available on their scheduled weekend.
- k) The employee interchanging or giving away a scheduled weekend on call shall provide their supervisor a minimum 72 hours written notice indicating the name of the mutually agreed replacement employee taking their scheduled weekend.
- l) In order that the employer can cover weekends on call for persons calling in sick or whom are absent for other approved reasons the employer shall post a request for public works sewer and water weekend on call group employees form upon which any employee from this group may sign indicating their willingness to accept weekend on call duties on short notice.
- m) If the Employer requires a sewer and water weekend on call group qualified employee to take a weekend on call on short **notice**, the employees from this list will be requested to take the vacant weekend on call by seniority.
- n) Employees that are on call **will** be provided a pager or a cell phone by the City of Timmins and **will** be called if work in the posting listed is required. Employees on call shall be available for work for all hours that they are on call. When called, employees on call must immediately respond and carry out the posted work requested during the weekend or holiday.
- o) Employees on call **will** be paid **\$2.75** for each hour on call during normal weekends i.e.: from 4:00 p.m. Friday to 7:30 a.m. the following Monday.
- p) Employees on call will be paid **\$4.00** per each hour on call for long weekends that include the following holidays:

New Years weekend	Family Day weekend	Easter weekend
Victoria Day weekend	Canada Day weekend	Civic Holiday weekend
Labor Day weekend	Thanksgiving weekend	Christmas weekend

When a single Statutory Holiday falls on Monday, Tuesday or Wednesday, the individuals on call the previous weekend shall be responsible to be on call. When a single Statutory Holiday falls on a Thursday or Friday, the individuals on call the following weekend shall be responsible to be on call.

When Christmas Day falls on a Monday or Tuesday, the individuals on call the previous weekend shall be responsible to be on call. When Christmas Day fall on a Wednesday, Thursday or Friday, the individuals on call the following weekend shall be responsible to be on call.



- q) On call pay will be accumulated for each participating employee and will be paid out during the first pay period of June and the first pay period of December for the previous 6 months on call hours. The on call rates will be effective for the duration of the current Collective Agreement.
- r) In addition to the above noted on call hourly rates, the on call employee will be paid overtime rates in accordance with the Collective Agreement for all overtime hours actually worked.
- s) Employee(s) accumulating time off must make it known to the Employer immediately upon accepting to work overtime. When an employee(s) is requesting equivalent time off with pay in lieu of overtime payment, he/she must give to the Department Head concerned a minimum three (3) week's notice prior to the requested time off with pay.
- t) Time off dates shall be subject to the Corporation being able to maintain efficiency in all departments.
- u) The employer will provide training and experience time necessary for the employees of the sewer and water weekend on call group to retain or upgrade their operator's licence as required by Ontario Provincial Regulations.

#### **17.20 On-Call –Water Treatment Plant**

Maintenance Personnel shall be compensated for "On-Call" criteria during their regular schedule for the week in which their day shift rotation includes two (2) four (4) hour shifts on Saturday and Sunday.

##### **On-call rates will be as follows:**

- for regular on-call on week days **\$1.75** per hour to a maximum of 64 hours per rotation
- for on-call on weekends **\$2.25** per hour to a maximum of 56 hours per rotation
- for on-call on statutory holiday **\$3.50** per hour will be paid for Saturday , Sunday and the statutory holiday to a maximum of 96 hours per rotation.
- for statutory holidays that fall on a Tuesday, Wednesday or Thursday, the **\$3.50** per hour on-call premium will apply.

In the event that a statutory holiday(s) occur on the Monday or Tuesday of any given week, those persons completing the "On-Call" rotation for the previous Saturday and Sunday, will extend their "On-Call" coverage to incorporate the statutory holiday(s).

## **E – SHIFT WORK**

### **17.21 Exclusions from Shift Work**

Contingent upon applicable conditions outlined in Article 17, shifts shall be arranged as hereinafter set out.

A minimum of twenty-four (24) hours notice shall be given to employees before change of shift is announced. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during each normal rest period.

Where it becomes obvious to the Corporation that there is no purpose or work available for any employee, or employees, on afternoon or night shifts, said shifts may be discontinued on notice of twenty-four (24) hours. Employees originally scheduled for these shifts will be returned to regular day shifts.

It is understood that shift start times are subject to the requirements of the organization. In the event that the *City* requires a change to the shift start times mentioned herein, the *City* will notify the effected employees in writing a minimum of then (10) working days in advance of the required change.

### **17.22 Public Works - Roads**

#### **a) Shift Work**

4:00 p.m. to 12:00 a.m. (midnight) with lunch time included.  
11:30 p.m. to 7:30 a.m. with lunch time included.

Start Monday and end Friday evening or start Sunday night and end Friday morning. The Schedule would be posted at least one (1) week in advance. The work week will be 40 hours. Any work over eight (8) hours per day or over forty (40) hours per week or any work on a Saturday or Sunday would be overtime. Any call-out time of non-schedule shifts shall be at overtime rates.

#### **b) Early Operations**

**6:00 a.m. to 2:00 p.m.** Asphalt Crew, Sidewalk Crew, Sanding Operations, Foot Patrol, Mechanic, Serviceman, Line Painting Crew

**5:00 a.m. to 1:00 p.m.** Trackless (Mad Vac)

#### **c) Winter Snow Removal Operations**

Notwithstanding any other provisions in the Collective Agreement, the parties agree that for members of **Local 210 CUPE**, assigned by the Employer, to winter

operations that these employees will be scheduled for four 10 hour shifts from 9:30 p.m., Sunday to 7:30 a.m., Monday and for the same hours on the three succeeding days.

No overtime will be paid for the hours worked in excess of 8 hours on the four days referred to in Clause 1 above, however, overtime will be paid at the rate outlined in the Collective Agreement for any hours worked in excess of 10 hours.

Lunch time provisions and shift differential as outlined in the Collective Agreement will continue to apply.

For those employees on the schedule, their vacation entitlement will be converted to hours i.e. one week of vacation equals 40 hours and their statutory holiday entitlement will be converted to 8 hours for each statutory holiday, and sick leave entitlement will also be converted to an 8 hour day i.e. an employee under this Letter of Understanding who is absent from work for one day because of approved sick leave, or vacation would have 1.25 days deducted from accumulated sick leave or vacation credits.

The City will schedule the 10-hour shifts to ensure there are 40 paid hours in each week.

**d) Night Sweeper & Winter Foot Patrol**

**April 1<sup>st</sup> to October 31<sup>st</sup>**

Any five (5) consecutive days in any one-week. Scheduling at least one (1) week in advance, and a forty (40) hour week.  
6:00 a.m. to 2:00 p.m. with half (½) hour paid lunch.

**November 1<sup>st</sup> to March 31<sup>st</sup>**

Monday to Friday  
6:00 a.m. to 2:00 p.m. with half (½) hour paid lunch

**17.23 Public Works – Landfill (Landfill and Gatehouse Attendants Only)**

a) **October 1<sup>st</sup> to March 31<sup>st</sup>**  
7:30 a.m. to 4:00 p.m. with one half (½) hour for lunch

b) **10 – Hour Shifts – April 1<sup>st</sup> to September 30<sup>th</sup>**

The ten (10) hour shift schedule will be from Monday to Thursday, 7:30 a.m. to 6:00 p.m. In the event that the hours of operation at the Landfill site is changed through the direction of Council, the ten (10) hours shift schedule will be re-visited to ensure the intent of this schedule continues to be relevant.

Two rest breaks of fifteen (15) minutes each will be scheduled at the mid point of each half shift and a lunch break (thirty (30) minutes unpaid) will be set at the mid point of the scheduled shift. Employees will be required to stagger their breaks in order to provide continuous service to the public.

Part-time Landfill Attendants and Gatehouse Attendants will be scheduled during the normal hours of operation for Friday, Saturday and Sunday. **It is understood that part-time employees may be required to work on days outside of the normal schedule. Overtime rates will only apply after forty (40) hours of work per week has been attained.**

#### **17.24 Public Works - Cemetery**

a) **May 1<sup>st</sup> to November 30<sup>th</sup>**

One (1) shift work Monday to Friday  
One (1) shift work Tuesday to Saturday  
7:30 a.m. to 4:00 p.m. with ½ hour for lunch  
Summer help would work on these days and times as well

b) **December 1st to April 30th**

One (1) shift - Monday to Friday.  
7:30 a.m. to 4:00 p.m. with 1/2 hour for lunch.

#### **17.25 Water Filtration Plant**

The regular hours of work for all employees within any given pay period will be eighty (80) hours.

- i) Maintenance from 7:30 a.m. to 3:30 p.m.
- ii) Control Room Operators (D/S) from 7:30 a.m. to 7:30 p.m.
- iii) Control Room Operators (N/S) from 7:30 p.m. to 7:30 a.m.

#### **17.26 Arena Maintenance**

The hours of work for all arenas will be as follows and will be subject to change based on the arena usage and operational efficiencies:

Employees at all arenas except the McIntyre arena shall commence their 12/10 hours shift schedule ~~two~~ (2) weeks prior to opening the arena they are working at and shall work the 12/10 hour schedule until March 31<sup>st</sup> of each year unless the arena continues to stay open beyond that time period. A further exception is the Sportsplex Arena, which shall stay open until April 30<sup>th</sup> unless otherwise directed. The McIntyre Arena will be on the 12/10 hour shift schedule from August 1<sup>st</sup> of each year to May 31<sup>st</sup> of the following year and for the months of June and July employees will revert to the current shift in operation.

### McIntyre Arena

Hours of Operation	Full-Time Employees	Part-Time Employees
Monday (7 a.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Tuesday (7 a.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Wednesday (7 a.m. – 12 a.m.)	12 p.m. – 12 a.m.	7 a.m. – 12 p.m.
Thursday (7 a.m. – 12 a.m.)	12 p.m. – 12 a.m.	7 a.m. – 12 p.m.
Friday (7 a.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Saturday (7 a.m. – 12 a.m.)	7 a.m. – 5 p.m.	5 p.m. – 12 a.m.
Sunday (7 a.m. – 12 a.m.)	7 a.m. – 5 p.m.	5 p.m. – 12 a.m.

### Sportsplex Arena

Hours of Operation	Full-Time Employees	Part-Time Employees
Monday (12 p.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Tuesday (12 p.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Wednesday (6 a.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Thursday (6 a.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Friday (7 a.m. – 12 a.m.)	7 a.m. – 7 p.m.	7 p.m. – 12 a.m.
Saturday (7 a.m. – 12 a.m.)	7 a.m. – 5 p.m.	5 p.m. – 12 a.m.
Sunday (7 a.m. – 12 a.m.)	7 a.m. – 5 p.m.	5 p.m. – 12 a.m.

### Mountjoy and Whitney Arenas

Full-time employees will work Monday to Thursday, 10 hour shifts and start times will be based on the scheduled rentals.

Part-time employees will fill in Monday to Thursday and will work the hours required on Friday, Saturday and Sunday.

## **ARTICLE #18 – PAID HOLIDAYS**

**18.01** Employees, on completing thirty (30) consecutive working days of employment and permanent employees shall receive a regular day's pay for the following holidays:

New Year's Day  
~~Good~~ Friday  
Easter Monday  
Victoria Day  
Canada Day  
Boxing Day

Family Day  
August Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day

In addition to the above paid holidays, each employee who has been employed for more than six (6) consecutive months will be entitled to an additional three (3) paid floater holidays to be taken during the calendar year. The employer and employee shall mutually agree to schedule such floater holidays with a view to the efficiency of the department. The employee shall submit his/her request at least one week in advance.

And any other shall be granted as a paid holiday if it is proclaimed by the federal, provincial or municipal governments.

Employees must work the day before and the day after such holidays, unless properly excused by the Corporation or unless on vacation in order to be entitled to holiday pay.

### **18.02 Holidays Falling on Weekend**

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, Friday or the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

### **18.03 Water Filtration Plant**

If a holiday(s) as outlined in Clause 18.01 is observed during the pay period, the pay period then becomes a 64 or 72 hour work period for Maintenance employee(s), and all hours worked in excess of 64 or 72 hours shall be deemed as overtime and paid at one and one-half (1 ½) times the regular rate of pay.

Maintenance employee(s) required to work a holiday(s) as outlined in Clause 18.01, the employee(s) will receive the hours of work at twice (2x) the regular rate of pay plus eight (8) hours statutory pay at the regular rate of pay.

If a holiday(s) as outlined in Clause 18.01 is observed during the pay period, the pay period then becomes a 80 hour work period for Control Room Operators, and all hours worked in excess of 80 hours shall be deemed as overtime and paid at one and one-half (1 ½) times the regular rate of pay.

If a Control Room Operator is required to work a holiday(s) as outlined in Clause 18.01, the employee(s) will receive the hours of work at twice (2x) the regular rate of pay plus the equivalent hours of statutory pay at the regular rate of pay.

### **18.04 Arena Maintenance**

Statutory holiday hours that are worked may be banked at the number of hours worked times two and form part of the allowable banked hours.

Full-time employees may bank time for statutory holidays for days not worked (8 hours) and take the time off at a time that is mutually acceptable to the employer.

## ARTICLE #19 - VACATION WITH PAY

### **19.01 Length of Vacation**

Effective January 12, 2012, employees shall receive an annual vacation with pay as follows:

Less than one year	As per the Employment Standards Act
One (1) year or more	Two (2) weeks
Four (4) years or more	Three (3) weeks
Seven (7) years or more	Four (4) weeks
Eleven (11) years or more	Five (5) weeks
<b>Twenty-three (23) years or more</b>	Six (6) weeks
Thirty (30) years or more	Seven (7) weeks

Vacation credits will be pro-rated commencing with any cumulative absences over three months in a calendar year. Absences shall not include vacation, time off in lieu of overtime, or leaves of absence (excluding sick leave). For WSIB absences, vacation credits will be pro-rated commencing with any absence over six months.

### **19.02 Holidays During Vacation**

Should any of the aforementioned paid holidays provided in Article #18 of this Agreement fall during an employee's vacation period, then ~~such~~ employee shall be granted an extra day's vacation with pay.

### **19.03 Approved Leaves of Absence During Vacation**

Where an employee qualifies for bereavement, during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option:

### **19.04 Vacation**

In order that the Employer may schedule annual vacations, the Employer shall post a Vacation Request Form upon which each employee shall indicate dates upon which they prefer to take their earned vacations.

- (a)** This form shall be posted by January 1st of each year, or the closest working day thereto, and shall remain posted for forty (40) working days.
- (b)** Vacation shall be awarded on a seniority basis with a view to the efficiency of the department. Where a number of employees in the same section, crew, etc., seek the same dates, seniority shall apply. Employees will be called in to select alternate dates where original dates conflict under the general seniority conditions.
- (c)** Employees wishing to take holidays between January 1st and February 28th shall advise their Department Head of the dates requested at least forty (40) working days prior to such date.

- (d) When an employee fails to fill in the posted form, he/she shall be required to give forty (40) working days notice in writing, and the dates chosen will be subject to the foregoing conditions.
- (e) Employees may request splitting vacations and these shall be granted where needs of the service can be met.
- (f) When an employee fails to provide scheduled vacation dates for holidays in accordance with (a) to (d) above, no later than August 31st of each year, the employer and the employee shall mutually agree to schedule such employee's holidays with a view to the efficiency of the department.

### **19.05 Water Filtration Plant**

If a scheduled vacation(s) as outlined in Clause 19.02 is observed on a statutory holiday, the following payment schedule is applied:

Maintenance personnel who work regular eight (8) hours shift schedule, an eight (8) hour statutory holiday will be paid in lieu of vacation time. For Control Room Operators who work rotating shift schedules, a twelve (12) hour statutory holiday will be paid on all days.

## **ARTICLE #20 - SICK LEAVE**

### **20.01 Definitions**

"Sick leave" means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease and quarantined therefore, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under The Workplace Safety and Insurance Board Act.

"Sick Leave Absence" means absence from regular attendance due to member's sickness or other physical incapacity and notwithstanding provisions of 20.05 (d).

"Regular Attendance" means for any month the attendance of a member at the member's duties on the days and during the hours for which the member's attendance is required during that month, according to the terms of the member's employment, subject to the provision that no credit shall be given to any member in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or overtime or paid lieu time.

"Sick Leave Certificate" means a certificate from a recognized medical practitioner verifying a claim for sick leave.



## **20.02 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick credit for the period of **such** absence but shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

## **20.03 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer for the purpose of termination credits. Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

## **20.04 Sick Leave Program**

- (a) Each full-time employee hired prior to August 17, 1998 shall be entitled to one and one half (1.5) day (12 hours) of sick leave credits per calendar month.

Each full-time employee hired after August 17, 1998 shall be entitled to one (1.0) day (8 hours) of sick leave credits per calendar month starting January 1, 2008. Sick leave credits for new employees will be accumulated starting four (4) months from date of hire. Upon successful completion of the probationary period, the employee shall be credited with sick leave from the full-time date of hire.

- (b) Sick leave shall be cumulative and may be drawn by full-time employee in case of illness.
- (c) An employee calling in sick shall notify their immediate Supervisor a minimum of one (1) hour prior to the commencement of the shift.
- (d) No claim for sick leave shall be allowed unless at the time the claim is made the employee has sufficient sick leave credit(s) to cover the absence.
- (e) Sick leave with pay shall cease when an employee's sick leave bank has expired.
- (f) In the event a claim relates to an absence of ~~two~~ (2) or more consecutive days, the Department Head or their designate, may request that the claim be verified by a medical certificate from a duly qualified medical practitioner which includes dentists and chiropractors. The Employer shall have the right to request a medical certificate after one (1) day's absence if the Employer has reason to believe that sick leave is being abused. Medical notes requested after one (1) day's absence will be at the Employer's expense.
- (g) Absences of less than one full day shall be deducted on an hourly basis.

- (h) No sick leave credit shall be given to an employee in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or banked overtime. For WSIB absences and pregnancy/parental leave, sick leave credits will continue to accrue.
- (i) Where the qualifying period for LTD has expired, and the employee qualifies for LTD, sick leave credits shall be utilized until they are exhausted prior to the employee receiving LTD benefits.

#### **20.05 Sick Leave Program Entitlement**

- (a) Any employee having ten (10) or more years of full-time service, who terminates employment, shall be paid the amount of their accumulated sick leave computed on the basis of their pay at the date of termination of employment as follows:

An amount equal to the employee's salary, wages or other remuneration for one-half ( $\frac{1}{2}$ ) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment. **This payout does not apply to employees who have been terminated for cause.**

- (b) In the event of death of an employee, the employee's sick leave credits shall be payable in cash to the employee's estate as follows provided the criteria of 20.05 (a) is met:

An amount equal to the employee's salary, wages or other remuneration for one-half ( $\frac{1}{2}$ ) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment.

- (c) Any employee who retires and meets the following criteria (twenty-five (25) or more years of continuous full-time service, and is at least fifty-five years of age and actively at work), shall receive payment of half ( $\frac{1}{2}$ ) of their accumulated sick leave credits with no maximum.
- (d) Notwithstanding article 20.01 and 20.04 b) employees may with the approval of the employer, be allowed to utilize their accumulated sick leave credits in order to engage in personal preventive medical health and dental care or in cases of immediate family (spouse, employee's children and/or immediate parents) illness. Such permission shall not be unreasonably withheld. The request shall be made in writing stating the leave is requested under this Article and employees shall provide the employer with a minimum of three (3) days notice, except in an emergency. Such leaves shall be deducted on an hourly basis and will be approved to a maximum of five (5) sick leave credits per calendar year.

- (e) All past Sick Leave Program Incentives will no longer be applicable as of January 1st, 2008.
- (f) All full-time employee sick leave accumulated to December 31st, 2008 will be recognized and rolled over into the new program.

## **ARTICLE #21 - LEAVE OF ABSENCE**

### **21.01 a) Bereavement Leave**

Any employee shall be granted five (5) consecutive working days leave (including Statutory Holidays) without loss of pay, seniority, and benefits, for the death of a parent, spouse, common-law spouse, child of spouse, child, brother and sister and three (3) consecutive working days (including Statutory Holidays) leave without loss of pay, seniority and benefits, for the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, former guardian, fiancée, or any other relative for whom an employee is required to administer bereavement responsibilities. Bereavements responsibilities are defined as functions related to funeral arrangements or an employee named Executor of the Will. Bereavement leave days utilized are consecutive working days and begin the first working day after the death.

### **b) Mourner's Leave**

If 21.01 a) is not applicable a one (1) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

### **21.02 Union Conventions**

Upon request of the Union, the corporation agrees to allow leave of absence with pay and without loss of seniority, to any two (2) members for the C.U.P.E. National Convention and to two (2) members for the C.U.P.E. Ontario Division, provided the total overall leaves concerned do not exceed four (4) weeks.

### **21.03 Union Duties**

The Corporation shall, on application from the Union, grant one year's leave of absence without pay to any one (1) employee selected to work full-time for the Union. The Corporation shall require at least two (2) months notice and advise in writing from the Union that it will pay the whole cost of any benefits which are to be retained during said leave. Failure to do so may mean cancellation of benefits in accordance with normal non-payment policies.

#### **21.04 General Leave**

The Corporation may grant a leave of absence without pay to any employee for any reasonable request other than that of going to other employment. Such a request shall be in writing two (2) weeks prior to the leave of absence, if possible. Any leave of absence granted by the Corporation shall be in writing.

#### **21.05 Seniority Rights**

An employee given a leave of absence shall not lose any of his/her seniority rights.

#### **21.06 Time Off For Elections**

Employees shall be allowed four (4) consecutive hours off before the closing of **polls** in any federal, provincial, or municipal election or referendum without deduction from normal daily pay.

#### **21.07 Jury Duty or Court Witness Duty**

The Corporation shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoena as a witness in any criminal court. The Corporation shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### **21.08 Maternity/Parental Benefits**

The Corporation agrees to supplement maternity/parental benefits up to 70% in accordance with The Employment Standards Act.

#### **21.09 Citizenship**

An employee shall be allowed one (1) day off with pay to attend his/her citizenship ceremony.

### **ARTICLE #22 - PAYMENT OF WAGES AND ALLOWANCES**

**22.01** The Corporation shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages and deductions.

#### **22.02 Pay Days**

Pay days shall be every second Friday between the time of 11:45 a.m. and 12:00 noon, by direct deposit, except that should a holiday fall on that day, the preceding day shall be deemed to be pay day.

### **22.03 Pay During Temporary Transfers**

- (a) When an employee relieves another in a higher classification for a period of one (1) day or more, he/she shall receive the rate of pay applicable to the higher classification while so relieving.

When an employee is detailed to relieve in a position of lower rating he/she shall maintain his/her regular rate of pay while so assigned.

- (b) In the event a truck driver, or someone who requires a driver's licence to perform his/her job, loses his/her driver's licence for any reason, he/she shall be paid the rate applicable for the posted classification to which he/she is assigned and which does not require a driver's licence while he/she is unable to legally drive.

### **ARTICLE #23 - JOB CLASSIFICATION**

**23.01** When the duties or qualifications in any classification are changed or when any position is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to negotiations and/or arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

**23.02** Subject to posting procedures, employees shall be limited to a listing in a maximum of three (3) separate job classifications. Said classifications must be those applicable to a single division, yard and department. The rate of pay shall be that rate payable for the last posted position in accordance with Schedule "A".

Where an employee applies for a posted position to another division, yard and department, and where said employee is the successful applicant to the posted position, the employee shall be automatically posted to the new position and his/her name shall be stricken from the listing in the previous division, yard and department.

All employees in the Road Department that do not have three (3) postings will automatically be posted to the labour position.

The seniority list shall be updated every six (6) months and posted on the required bulletin board. The first listed classification of each permanent employee, unless altered according to any provision of this Agreement, shall be the position, which will dictate the individual's rate of pay.

### **ARTICLE #24 - BENEFITS**

**24.01** The Corporation agrees to pay 100 percent of all premium costs in Article 24 and in future increases in cost to the premium to maintain and/or make the benefits current from time to time during the life of the agreement.

The Corporation agrees to contribute one hundred (100) percent of the cost of the Ontario Health Insurance Plan for all employees covered by this Agreement. Participation shall be a condition of employment.

**24.02** Extended Health Care Plan which does not include semi-private hospital care. However, in the event of an occupational injury or illness which requires hospitalization, the Employer shall pay one hundred (100%) per cent of the cost of the difference between standard ward care and semi-private hospital care, unless otherwise covered by another plan.

**24.03 Life Insurance and AD. & D.**

The Employer shall pay one hundred (100%) per cent of the cost of the premiums for a group life insurance plan which shall provide for coverage in the amount of **\$110,000.00** for full-time employees. In the event of death of an employee in receipt of LTD benefits, the beneficiary shall receive **\$110,000.00**.

The Employer agrees to provide Accidental Death and Dismemberment coverage to a maximum of \$70,000.

**24.04** All eligible employees shall participate in the Ontario Municipal Employee's Retirement System (OMERS). The Employer and the employee shall make contributions in accordance with the provisions of the plan.

**24.05 Drug Plan**

A drug prescription plan, which provides for payment of those drugs which legally require a prescription in writing by a qualified medical practitioner. The City or its Carrier will pay a **dispensing fee maximum of \$11.00 per prescription**.

**24.06 Supplementation of Compensation Award**

An employee prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety Insurance Board as compensable within the meaning of the Compensation Act, may receive from the Corporation the difference between the amount payable by the Workplace Safety Insurance Board and his/her regular salary; and such difference shall be charged against his/her sick leave credits.

**24.07 Dental Plan**

The Employer agrees to provide a dental plan, said plan to be the equivalent of Mutual Life Dental Plan (basic) with Riders I and II. The Employer shall bear the total premium cost of the plan. The minimum period between dental recall examinations shall be nine (9) months.

The City will contract with the Carrier to provide orthodontic 50/50 co-insurance with **\$1,600** maximum per employee or eligible dependent on a lifetime basis.

#### **24.08 Long Term Disability Plan**

The Employer shall provide a Long Term Disability Plan, which shall provide for a payment of sixty-six and two-thirds (66 2/3) of salary, to a maximum of \$2,800 per month for full-time employees **up to age 65 or when the Employee has reached an unreduced pension as defined by OMERS**; as well as optical coverage for the first two years on LTD only, subject to a waiting period of twenty-six (26) weeks, after declaration of disability by the insurer. The Employer shall pay the whole cost of the plan's premium.

When an employee has been on long term disability for a period of two years, the Employer will pay for prescriptions only, until the employee is considered fit or the employee is considered totally disabled and remains on long term disability to age 65.

#### **24.09 Optical Plan**

The Employer shall pay for an optical plan whereby an employee and/or his/her dependents may each obtain eye examinations and/or eyeglasses up to a cost not to exceed **\$375.00** each in a two (2) year period, effective on the date of ratification of the Collective Agreement.

#### **24.10 Early Retirement Benefit**

The City agrees to pay the premium for drug plan coverage and to provide **optical plan coverage** to those employees who retire at age 58 until age 65.

The Corporation also agrees to pay the premium for drug plan coverage and to provide optical plan coverage to those employees who retire at age 55 whose normal retirement age is 65 and who have completed 30 years of service with the City, provided they do not have coverage through an alternate plan.

#### **24.11 Survivor's Health Care Benefit**

In the event of the death of an active member or a retired employee of Local 210 CUPE the Extended Health Care Benefit which includes the drug plan, vision care and Dental Plan will continue for two (2) years for the employee's spouse, or common law spouse as well as for eligible dependents.

### **ARTICLE #25 - GENERAL BENEFITS**

**25.01** The parties agree that **all permanent full-time** employees on the active payroll and every April 1<sup>st</sup> thereafter shall receive **an allowance of \$350.00**. **The employee is responsible to ensure he/she is equipped with proper safety footwear, regular work gloves and appropriate clothing suitable for his/her working conditions. It is understood that the Employer is required for providing all other Personal Protective Equipment necessary to address hazards in the workplace.**

The employer will provide five (5) pairs of coveralls to Mechanics, Servicemen, and Welder only and these coveralls will be laundered every two weeks.

Employees who are required to have an AZ license as a condition of their regular duties will be covered at 100% for any costs associated with medical examinations performed by the Employer's medical practitioner to a maximum of three (3) licenses, one per department.

## **ARTICLE #26 - GENERAL CONDITIONS**

### **26 Pro Accommodati**

The Corporation will attempt to provide proper accommodation for employees to have their meals and keep their clothes.

### **26.02 Bulletin Boards**

The Corporation shall provide a bulletin board upon which the Union shall have the right to post notices of meeting and such other notices as may be of interest to the employees.

### **26.03 Health Examination**

Every new employee will be subject to such medical examinations as deemed necessary by the Employer to establish the required physical fitness for the position prior to the employee being permitted to start work in that position. The results of the medical examinations shall be stated by the Doctor in such a manner that the document will reveal if the employee is "fit" or "unfit" to be hired for the position stated in the examination form submitted to the Doctor.

### **26.04 Personnel File**

Any employee upon request shall be permitted to examine his/her personnel file on record with the employer and receive a copy of document(s).

## **ARTICLE #27 - GENERAL**

**27.01** The Corporation agrees that all maintenance and service work presently performed by the permanent employees will continue to be performed by them during the life of this Agreement, and in accordance with the terms and conditions of this Collective Agreement.

The Corporation shall have the right to contract out work provided that:



The Corporation shall guarantee that such work contracted out shall not result in loss of regular earnings, reduction in regular hours of work, demotion, reclassification, transfer, discharge or lay off of any employee(s) listed on the Seniority List as of July 1, 1992, either prior to, during or following the contracting out of such work:

Where equipment is required to perform the work all functional city equipment capable of performing such work shall be used before any private equipment is hired.

In order to provide job security for the existing members of the Bargaining Unit the Corporation agrees that employee(s) listed on the Seniority List as of July 1, 1992 shall not be laid off. Such guaranteed employment shall not affect the Corporation's right to discipline for just cause.

## **27.02 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Corporation and the Union.

## **ARTICLE #28 - TERMINATION AND RENEWAL**

**28.01** This Agreement shall be in effect from the date of signing by the Parties, and shall remain in effect until the 31st of March 2014 and unless either party gives to the other 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. The following annual economic wage increases will apply:

<b>3 Year Renewal</b>	<b>April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2012</b>	<b>1.5%</b>
	<b>April 1<sup>st</sup>, 2012 to March 31<sup>st</sup>, 2013</b>	<b>1.5%</b>
	<b>April 1<sup>st</sup>, 2013 to March 31<sup>st</sup>, 2014</b>	<b>1.5%</b>

**28.02** 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 sixty (60) working days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

**28.03** If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within seven (7) working days of the giving of such notice, if requested to do so.



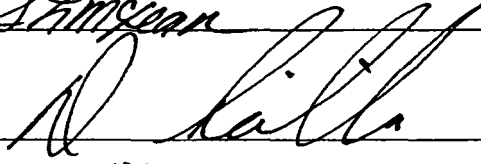
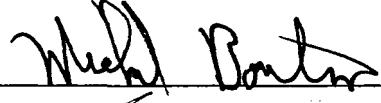
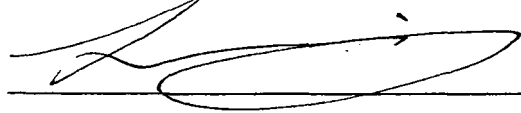

28.04 The Corporation agrees to recognize any duly elected successor to the Canadian Union of Public Employees and its Local #210, if at any time the Union advises in writing of such successor.


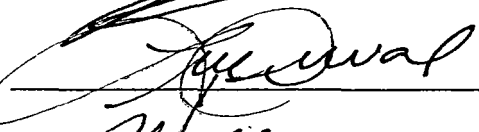

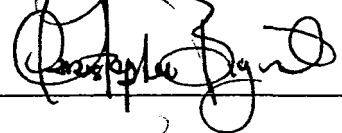
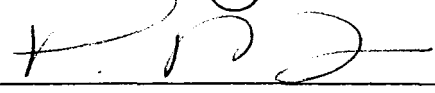
SIGNED AT TIMMINS, ONTARIO, THIS 25<sup>th</sup> DAY OF October, 2011.

ON BEHALF OF:

LOCAL 210 CUPE

THE CORPORATION OF M E  
CITY OF TIMMINS

  
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**SCHEDULE "A"**  
**LOCAL 210 CUPE WAGES**

**Page 1**

Category	1-Apr-11	1-Apr-12	1-Apr-13
<b><u>Supervisory Category</u></b>			
Working Sub-Foreman	\$26.79	\$27.19	\$27.60
Working Sub-Foreman (W/S)-OIT	\$26.79	\$27.19	\$27.60
Working Sub-Foreman (W/S)-Class 1	\$27.66	\$28.07	\$28.49
Working Sub-Foreman (W/S)-Class 2	\$27.86	\$28.28	\$28.70
Working Sub-Foreman (Shop)	\$28.79	\$29.22	\$29.66
Leader A (Roads)	\$25.17	\$25.55	\$25.93
<b><u>General Labourer Category</u></b>			
Labourer	\$22.41	\$22.75	\$23.09
Landfill Attendant	\$22.75	\$23.09	\$23.44
Gatehouse Cashier	\$22.60	\$22.94	\$23.28
Sanitation Labourer (1 man)	\$23.47	\$23.82	\$24.18
Sanitation Labourer (2 man)	\$22.52	\$22.86	\$23.20
Janitor	\$22.30	\$22.63	\$22.97
<b>Note:</b> After twelve (12) months, Labourers who work in the Water and Sewer Departments shall be paid Skilled Labourer's rate.			
<b><u>Skilled Labourer Category</u></b>			
Skilled Labourer (Arena Maintenance)	\$23.56	\$23.91	\$24.27
Wingman	\$23.43	\$23.78	\$24.14
Sewer Flusher Helper	\$23.35	\$23.70	\$24.06
Service Person	\$24.32	\$24.68	\$25.05
<b><u>Light Equipment Category</u></b>			
Truck	\$23.65	\$24.00	\$24.36
Sand Truck	\$23.65	\$24.00	\$24.36
Combination Truck	\$23.65	\$24.00	\$24.36
Garbage Truck	\$23.65	\$24.00	\$24.36
Light Tractor	\$23.65	\$24.00	\$24.36
Shupak	\$24.20	\$24.56	\$24.93
<b>Note:</b> The justification for this salary is that all employees holding any of the classifications in the Light Category will have to be qualified to operate all equipment in the Light Category safe and except the Shupak. New full-time employees hired will be required to qualify on all the above-listed equipment within a 12 month period from date of hire.			

**SCHEDULE "A"**

**LOCAL 210 CUPE WAGES**

**Page 2**

<b>Category</b>	<b>1-Apr-11</b>	<b>1-Apr-12</b>	<b>1-Apr-13</b>
<b><u>Heavy Equipment Category</u></b>			
Dozer	\$24.79	\$25.16	\$25.54
Grader	\$24.79	\$25.16	\$25.54
Loader	\$24.79	\$25.16	\$25.54
Backhoe	\$24.79	\$25.16	\$25.54
Sewer Flusher/Vacuum	\$24.79	\$25.16	\$25.54
Vacuum Truck	\$24.79	\$25.16	\$25.54
Mechanical Sweeper	\$24.79	\$25.16	\$25.54
Shovel Operator	\$26.45	\$26.85	\$27.25
<b><u>Licensed Category</u></b>			
(Water Filtration Plant)			
Water Treatment Operator OIT	\$24.05	\$24.41	\$24.78
Water Treatment Operator Class 1	\$25.44	\$25.82	\$26.20
Water Treatment Operator Class 2	\$27.24	\$27.65	\$28.06
Water Treatment Operator Class 3	\$29.11	\$29.55	\$29.99
Water Treatment Operator Class 4	\$30.57	\$31.03	\$31.50
Water Treatment Maint./Oper. OIT	\$24.44	\$24.81	\$25.18
Water Treatment Maint./Oper. Class 1	\$26.15	\$26.54	\$26.94
Water Treatment Maint./Oper. Class 2	\$27.86	\$28.28	\$28.70
<b><u>Distribution/Collection Department</u></b>			
Leader A OIT	\$25.17	\$25.55	\$25.93
Leader A Class 1	\$25.75	\$26.14	\$26.53
Leader A Class 2	\$26.14	\$26.53	\$26.93
Leader A Class 3	\$26.69	\$27.09	\$27.50
Distribution/Collection Operator OIT	\$23.56	\$23.91	\$24.27
Distribution/Collection Operator Class 1	\$24.37	\$24.74	\$25.11
Distribution/Collection Operator Class 2	\$24.76	\$25.13	\$25.51
Distribution/Collection Operator Class 3	\$25.33	\$25.71	\$26.10

**SCHEDULE "A"**

**LOCAL 210 CUPE WAGES**

<b>Category</b>	<b>1-Apr-11</b>	<b>1-Apr-12</b>	<b>1-Apr-13</b>
<b><u>Trades Person</u></b>			
Mechanic	\$28.28	\$28.70	\$29.13
Electrician	\$28.28	\$28.70	\$29.13
Carpenter	\$26.20	\$26.59	\$26.99
Welder (Licensed)	\$28.28	\$28.70	\$29.13
Welder (Unlicensed)	\$26.54	\$26.94	\$27.34
General Maintenance	\$25.94	\$26.33	\$26.72
Apprentice – (Basic) 82% of licensed wage	\$23.19	\$23.54	\$23.89
Apprentice - (Intermediate) 86% of licensed wage	\$24.31	\$24.67	\$25.04
Apprentice - (Advanced) 91% of licensed wage	\$25.73	\$26.12	\$26.51
<b>Note:</b> Wage rate is based on the designated licence being issued from the Province of Ontario or its designate.			

<b><u>Students</u></b>			
1 <sup>st</sup> year (working for the City)	\$11.75	\$11.75	\$11.75
2 <sup>nd</sup> year (working for the City)	\$12.00	\$12.00	\$12.00
3 <sup>rd</sup> year (working for the City)	\$12.25	\$12.25	\$12.25
4 <sup>th</sup> year (working for the City)	\$12.50	\$12.50	\$12.50
<b>Note:</b> A student shall not be appointed to a position all not perform work of a higher position than labourer. Students who perform labour work of the bargaining unit, between April 15 <sup>th</sup> and September 15 <sup>th</sup> and December 10 <sup>th</sup> to January 10 <sup>th</sup> in each calendar year, who attend educational institutions shall be excluded from becoming permanent employees unless they advise the Employer they are not returning to school. after which time the probationary period shall apply to them.			

# **LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 210**

**AND**

**THE CORPORATION OF THE CITY OF TIMMINS**

## **RE: ARTICLE 19.04 – VACATION**

WHEREAS, the parties mutually agree to enter into an agreement regarding the allocation of annual vacation for full-time employees in order to provide fairness and equity as follows:

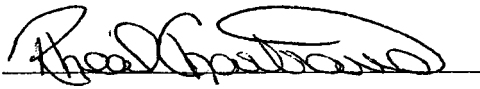
1. It is agreed that vacation allocation for the purpose of scheduling, as per Article 19.04, will be requested and approved in blocks of one (1) week increments for the period of July 1<sup>st</sup> to August 31<sup>st</sup> and preference shall be given on a seniority basis;
2. It is agreed that additional vacation requests in the peak vacation period will be considered only after all full-time employee requests have been processed and that all **fulltime** employees have had an opportunity to book vacation during the peak period.;
3. Employees will be required to complete the Vacation Request Form identifying their preferred vacation weeks for the peak period. Employees will also need to identify alternate choices during the peak period in case their seniority does not allow them to receive their first choice;

4. It is understood that vacation allocation for requests of less than one (1) week blocks during the period of July 1<sup>st</sup> to August 31<sup>st</sup> will be processed in consequence of the approved annual vacation schedule with a view of the efficiency of the department.
5. Notwithstanding the above-mentioned Article 19.04 of the Collective Agreement shall be in effect for the purpose of scheduling annual vacation.

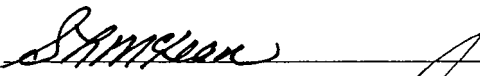
DATED AT TIMMINS, ONTARIO THIS 25<sup>th</sup> DAY OF OCTOBER 2011.

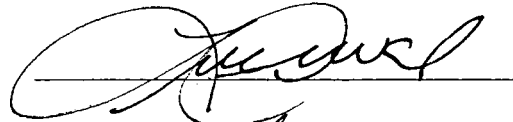
**CUPE LOCAL 210**

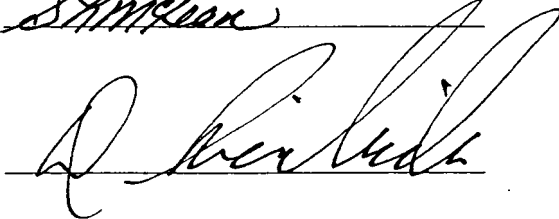
**THE CORPORATION OF THE  
CITY OF TIMMINS**



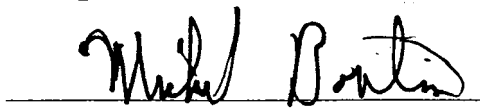


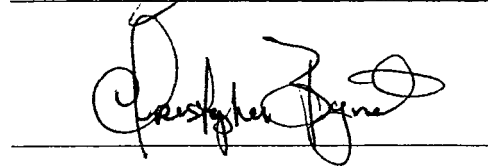








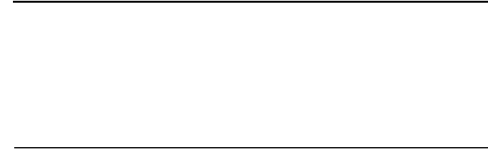












**MEMORANDUM OF AGREEMENT**

**Between**

**THE CORPORATION OF THE CITY OF TIMMINS**

**And**

**THE CANADIAN UNION OR PUBLIC EMPLOYEES  
AND ITS LOCAL 210**

The Parties agree to recommend to their principals the attached document for acceptance.



## ARTICLE 3 – RECOGNITION

### 3.01 BARGAINING UNIT

Delete reference to Animal Control Officers” and the “Works Superintendent”

The scope of this Agreement shall apply to all employees of the Public Works Department, Parks & Recreation Department, Public Cemeteries, Water Filtration Plants and Maintenance Persons of the Department of Building and Maintenance, all of the City of Timmins, save and except Supervisors, persons above the rank of Supervisor, office staff employees, and those employees working in recreational programs who do not perform work normally done by bargaining unit employees.

## ARTICLE 5 – PROBATIONARY PERIOD

### 5.01 Full-time Employees

A full-time employee shall be considered a probationary employee for the first four **(4)** months of his/her employment with the Corporation and after four **(4)** months his/her name shall be placed on the seniority list. After completion of the probationary period, seniority shall be effective from the original date of employment. Students who perform work of the Bargaining Unit who attend educational institutions and are working on seasonal employment shall be excluded from becoming permanent employees unless they advise the Employer they are not returning to school, after which time the probationary period shall apply to them. These employees are to pay dues as per the Collective Agreement. Probationary employees shall be excluded from receiving employee benefits during their probation. Once the probationary period is served, they shall be eligible for all benefits effective the first day after they complete their probationary period.

### Part-Time Employees

The probationary period for part-time employees shall be **120** working days.

It is understood that Part Time employees will be allowed to apply for internal full-time vacancies based on the following criteria. If the internal posting process has failed to fill the vacancy with a Full-Time employee and prior to posting the vacancy externally, Part Time employees will be hired for full-time employment provided they meet **all** qualifications as set out by of the Employer. Part-Time employees who do not meet the said qualifications may at their discretion apply for the full-time vacancy via the external posting process.

Part-time employees shall receive in lieu of employee benefits, 7% of their gross bi-weekly pay, which shall be paid on a bi-weekly basis.

Part-time employees shall not accumulate vacation credits but shall be paid an amount, which represents 4% of their bi-weekly pay each pay period.

### Students

The probationary period for students shall be in accordance with the Employment Standards Act.

Students shall not accumulate vacation credits but shall be paid an amount, which represents 4% of their bi-weekly pay each pay period.

A student shall not be appointed to a position other than labourer position and shall not perform work of a higher position than labourer. Students who perform labour work of the bargaining unit, between April 15<sup>th</sup> and September 15<sup>th</sup> and December 10<sup>th</sup> to January 10<sup>th</sup> in each calendar year, who attend educational institutions shall be excluded from becoming permanent employees unless they advise the Employer they are not returning to school, after which time the probationary period shall apply to them.

## ARTICLE 13 – DISCIPLINE AND DISCHARGE

### 13.01d) Infraction slips

Upon the employee's request, any letter of discipline, reprimand or suspension will be removed and destroyed from the record of an employee, twelve (12) months following the receipt by the employee of such discipline provided that the employee's record has been discipline free from the same offence for twelve (12) months.

### 13.01e) Infraction slips

Delete in its entirety

## ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.02 The successful applicant shall **be** placed on trial for a period of up to sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the sixty (60) working days. If the successful applicant wishes to return to **his/her** former position, the employee will do so within ten (10) working days in the new position and the Employer may have the applicant return to **his/her** previous position after ten (10) working days in the new position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties **of** the new **job** classification, he/she shall be returned to **his/her** former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because **of** the rearrangement of positions shall also be returned to **his/her** former position, wage or salary rate, without loss of seniority.

- 15.03 a) A list of the names of all unsuccessful applicants to any internal posting shall be sent to the Union Representative and the Recording Secretary of Local #210.
- b) Applicants will receive an evaluation within the first thirty (30) working days of his/her probationary period.
- 15.04 a) If an employee drops a posting **at any time after the successful completion of the trial period**, the employee is excluded from applying for that same posting for twenty-four (24) months from the date they drop or refuse the posting.
- b) If the Employer has exhausted all internal applicants, those who have signed **off** the posting will be given consideration based on the seniority prior to the Employer going external.

**ARTICLE 17 – HOURS OF WORK / OVERTIME / MEAL TIME / SHIFT DIFFERENTIAL & ON-CALL / SHIFT WORK**

17.05 (a) All overtime, except, as hereafter detailed, shall be awarded on overall seniority, according to the seniority list applicable for each department, the yard and overall. The senior posted person(s) shall be called first, and if he/she is not available, **a second call will be made to the employees alternate number before the next senior qualified person(s) in the Department is called. The procedure will be repeated in the same Department of the other yard before overall seniority is applied in the yard where the overtime originated.** Where overtime is a continuation of the job or work at hand, the employee engaged in performing the task shall be permitted to continue said work after completion of the regular shift.

17.12 **Exemption from Overtime**

Agreed to delete “There is still a maximum accumulation of one (1) week in each year.” from second paragraph.

17.12 An employee working overtime may have the choice of receiving overtime pay or equivalent time off at a later date, such date to be subject to the Corporation being able to maintain efficiency in all departments. Employee(s) shall be allowed to accumulate a maximum of two (2) weeks in any **12 month period as identified below.** Employee(s) accumulating time off for the future must make it be known to the Employer immediately on accepting to work overtime. When an employee(s) is requesting equivalent time off with pay in lieu of overtime payment, he/she must give to the Department Head concerned a minimum three (3) weeks notice prior to the requested time off with pay.

Accumulation shall be from December 1 to November 30 of any year. Compensating time off may be taken from January 1 to December 31.

### **17.15 Overtime Meal Allowance**

Employee(s) working more than ten (10) consecutive hours in any shift shall be provided with a meal or allowance to a maximum of **\$16.00**.

### **17.18 Shift Differential**

- a) The shift differential for all employees for afternoon and graveyard shifts shall be **\$2.10 per hour**.

- 17.19 d)** One qualified and licensed Sub-Supervisor or Leader "A" (water) and one qualified Sewer Flusher Operator will be scheduled for each weekend and statutory holiday one year in advance to cover both Yards. Employees scheduled for weekend On Call in the Water/Sewer Department will be paid at the rate of Leader A and at the rate of Sewer Flusher Operator for all hours worked On Call.

The qualified employees for the weekend On Call is as follows:

Leader A                      - Minimum OIT Certificate  
   - Leader A Qualification

Sewer Flusher/Flusher Vac Oper. – Qualified Operator

### **7 19 W                                      Holiday On Call Scheduled Hours**

- o) Employees on call will be paid **\$2.75** for each hour on call during normal weekends i.e.: from 4:00 p.m. Friday to 7:30 a.m. the following Monday.

### **17.19 Weekend/Statutory Holiday On Call Scheduled Hours**

- p) Employees on call will be paid **\$4.00** per each hour on call for long weekends that include the following holidays:

New Year's weekend	Family Day weekend	Easter weekend
Victoria Day weekend	Canada Day weekend	Civic Holiday weekend
Labor Day weekend	Thanksgiving weekend	Christmas weekend

When a single Statutory Holiday falls on Monday, Tuesday or Wednesday, the individuals on call the previous weekend shall be responsible to be on call. When a single Statutory Holiday falls on a Thursday or Friday, the individuals on call the following weekend shall be responsible to be on call.

When Christmas Day falls on a Monday or Tuesday, the individuals on call the previous weekend shall be responsible to be on call. When Christmas Day fall on a Wednesday, Thursday or Friday, the individuals on call the following weekend shall be responsible to be on call.

## **17.20 On-Call – Water Treatment Plant**

Maintenance Personnel shall be compensated for “On-Call” criteria during their regular schedule for the week in which their day shift rotation includes two (2) four (4) hour shifts on Saturday and Sunday.

On-call rates will be as follows:

- for regular on-call on week days **\$1.75** per hour to a maximum of **64** hours per rotation
- for on-call on weekends **\$2.25** per hour to a maximum of 56 hours per rotation
- for on-call on statutory holiday **\$3.50** per hour will be paid for Saturday, Sunday and the statutory holiday to a maximum of 96 hours per rotation.
- for statutory holidays that fall on a Tuesday, Wednesday or Thursday, the **\$3.50** per hour on-call premium will apply.

In the event that a statutory holiday(s) occur on the Monday or Tuesday of any given week, those persons completing the “On-Call” rotation for the previous Saturday and Sunday, will extend their “On-Call” coverage to incorporate the statutory holiday(s).

## **17.23 Public Works – Landfill (Landfill and Gatehouse Attendants Only)**

- a) October 1<sup>st</sup> to March 31<sup>st</sup>  
7:30 a.m. to 4:00 p.m. with one half (½) hour for lunch
- b) 10 – Hour Shifts – April 1<sup>st</sup> to September 30<sup>th</sup>

The ten (10) hour shift schedule will be from Monday to Thursday, 7:30 a.m. to 6:00 p.m. In the event that the hours of operation at the Landfill site is changed through the direction of Council, the ten (10) hours shift schedule will be re-visited to ensure the intent of this schedule continues to be relevant.

Two rest breaks of fifteen (15) minutes each will be scheduled at the mid point of each half shift and a lunch break (thirty (30) minutes unpaid) will be set at the mid point of the scheduled shift. Employees will be required to stagger their breaks in order to provide continuous service to the public.

Part-time Landfill Attendants and Gatehouse Attendants will be scheduled during the normal hours of operation for Friday, Saturday and Sunday. **It is understood that part-time employees may be required to work on days outside of the normal schedule. Overtime rates will only apply after forty (40) hours of work per week has been attained.**

## **17.25 Water Filtration Plant - Hours of Work**

The employer is giving notice that going forward employees at the Water Filtration Plant will work 80 hours per pay period as per the language of the Collective Agreement. (For Memorandum purposes only)

## **ARTICLE #19 – VACATION WITH PAY**

### **19.01 Length of Vacation**

Effective January 1, 2012, Employees shall receive an annual vacation with pay as follows:

Less than one year	As per the Employment Standards Act
One (1) year or more	Two (2) weeks
Four (4) years or more	Three (3) weeks
Seven (7) years or more	Four (4) weeks
Eleven (11) years or more	Five (5) weeks
Twenty-three (23) years or more	Six (6) weeks
Thirty (30) years or more	Seven (7) weeks

Vacation credits will be pro-rated commencing with any cumulative absences over three months in a calendar year. Absences shall not include vacation, time off in lieu of overtime, or leaves of absence (excluding sick leave). For WSIB absences, vacation credits will be pro-rated commencing with any absence over six months.

## **ARTICLE #20 – SICK LEAVE**

### **20.05 Sick Leave Program Entitlement**

- (a) Any employee having ten (10) or more years of full-time service, who terminates employment, shall be paid the amount of their accumulated sick leave computed on the basis of their pay at the date of termination of employment as follows:

An amount equal to the employee's salary, wages or other remuneration for one-half (½) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment. **This payout does not apply to employees who have been terminated for cause.**

## **ARTICLE 21 – LEAVE OF ABSENCE**

### **21.01 a) Bereavement Leave**

Any employee shall be granted five (5) consecutive working days leave (including Statutory Holidays) without loss of pay, seniority, and benefits, for the death of a parent, spouse, common-law spouse, child of spouse, child, brother and sister and three (3) consecutive working days (including Statutory Holidays) leave

without loss of pay, seniority and benefits, for the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, former guardian, fiancée, or any other relative for whom an employee is required to administer bereavement responsibilities. **Bereavements responsibilities are defined as functions related to funeral arrangements or an employee named Executor of the Will.** Bereavement leave days utilized are consecutive working days and begin the first working day after the death.

#### **21.01 b) Mourner's Leave**

##### **Delete reference to "bona fide mourner"**

If 21.01 a) is not applicable a one (1) day's leave shall be granted without **loss** of salary or wages to attend a funeral as a pallbearer.

#### **ARTICLE 23 – JOB CLASSIFICATION**

**23.02** Subject to posting procedures, employees shall be limited to a listing in a maximum of three (3) separate job classifications. Said classifications must be those applicable to a single division, yard and department. The rate of pay shall be that rate payable for the last posted position in accordance with Schedule "A".

Where an employee applies for a posted position to another division, yard and department, and where said employee is the successful applicant to the posted position, the employee shall be automatically posted to the new position and his/her name shall be stricken from the listing in the previous division, yard and department.

**All** employees in the Road Department that do not have three (3) **postings** will automatically be posted to the labour position.

The seniority list shall be updated every **six (6) months** and posted on the required bulletin board. The first listed classification of each permanent employee, unless altered according to any provision of this Agreement, shall be the position, which **will** dictate the individual's rate of pay.

#### **24.03 Life Insurance and A.D. & D.**

The Employer shall pay one hundred (**100%**) per cent of the cost of the premiums for a group life insurance plan which shall provide for coverage in the amount of **\$110,000.00** for full-time employees. **In** the event of death of an employee in receipt of LTD benefits, the beneficiary shall receive **\$110,000.00**.

The Employer agrees to provide Accidental Death and Dismemberment coverage to a maximum of \$70,000.

#### **24.05 Drug Plan**

A drug prescription plan which provides for payment of those drugs which legally require a prescription in writing by a qualified medical practitioner. The City or its Carrier will pay a **dispensing fee maximum of \$11.00 per prescription**.

#### **24.07 Dental Plan**

The Employer agrees to provide a dental plan, said plan to be the equivalent of Mutual Life Dental Plan (basic) with Riders I and II. The Employer shall bear the total premium cost of the plan. The minimum period between dental recall examinations shall be nine (9) months.

The City will contract with the Carrier to provide orthodontic 50/50 co-insurance with **\$1,600** maximum per employee or eligible dependent on a lifetime basis.

#### **24.08 Long Term Disability Plan**

The Employer shall provide a Long Term Disability Plan, which shall provide for a payment of sixty-six and two-thirds (66 2/3) of salary, to a maximum of \$2,800 per month for full-time employees **only up to age 65 or when the Employee has reached an unreduced pension as defined by OMERS**; as well as optical coverage for the first two years on LTD only, subject to a waiting period of twenty-six (26) weeks, after declaration of disability by the insurer. The Employer shall pay the whole cost of the plan's premium.

When an employee has been on long term disability for a period of two years, the Employer will pay for prescriptions only, until the employee is considered fit or the employee is considered totally disabled and remains on long term disability to age 65.

#### **24.09 Optical Plan**

The Employer shall pay for an optical plan whereby an employee and/or his/her dependents may each obtain eye examinations and/or eyeglasses up to a cost not to exceed **\$375.00** each in a two (2) year period, effective on the date of ratification of the Collective Agreement.

### **ARTICLE 25 – GENERAL BENEFITS**

**25.01** The parties agree that all permanent **full-time** employees on the active payroll and every April 1<sup>st</sup> thereafter shall receive an **allowance of \$350.00**. **The employee is responsible to ensure he/she is equipped with proper safety footwear, regular work gloves and appropriate clothing suitable for his/her working conditions. It is understood that the Employer is required for providing all other Personal Protective Equipment necessary to address hazards in the workplace.**

The employer will provide five (5) pairs of coveralls to Mechanics, Servicemen, and Welder only and these coveralls will be laundered every two weeks.



Employees who are required to have an AZ license as a condition of their regular duties will be covered at 100% for any costs associated with medical examinations performed by the Employer's medical practitioner to a maximum of three (3) licenses, one per department.

**ARTICLE #28 -TERMINATION AND RENEWAL**

**28.01** This Agreement shall be in effect from the date of signing by the Parties, and shall remain in effect until the 31st of March 2014 and unless either party gives to the other 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. The following annual economic wage increases will apply:

<b>3 Year Renewal</b>	<b>April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2012</b>	<b>1.50%</b>
	<b>April 1<sup>st</sup>, 2012 to March 31<sup>st</sup>, 2013</b>	<b>1.50%</b>
	<b>April 1<sup>st</sup>, 2013 to March 31<sup>st</sup>, 2014</b>	<b>1.50%</b>

**SCHEDULE "A"**

**LOCAL 210 CUPE WAGES**

<b><u>Equipment Category</u></b>				
Truck	\$21.22	\$21.86	\$22.46	<b>\$23.30</b>
Sand Truck	\$21.43	\$22.07	\$22.68	<b>\$23.30</b>
Combination Truck	\$21.23	\$21.87	<b>\$22.47</b>	<b>\$23.30</b>
Garbage Truck	<b>\$21.26</b>	<b>\$21.90</b>	\$22.50	<b>\$23.30</b>
Light Tractor	\$21.35	\$21.99	\$22.59	<b>\$23.30</b>
Shupak	\$21.92	\$22.58	\$23.20	\$23.84
<b>Note: The justification for this salary is that all employees holdir</b>				

**NEW**

**Letter of Understanding– Vacation (see attached)**

**NEW - Classification System**

**The Employer is prepared to commit to discuss and implement a Classification System through the Labour Management process with the goal of implementation no later than January 1<sup>st</sup>, 2013. (For Memorandum purposes only)**

Retroactivity will only apply effective April 1, 2011 to annual economic wage increases for all active employees as of the date of ratification. All other wage and benefit increases will be effective from the date of signing of the Collective Agreement.

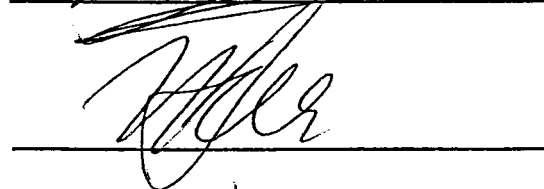
DATED at the City of Timmins this 23rd day of September, 2011.

FOR THE CORPORATION OF THE  
CITY OF TIMMINS

CANADIAN UNION OF PUBLIC  
PUBLIC AND ITS LOCAL 210



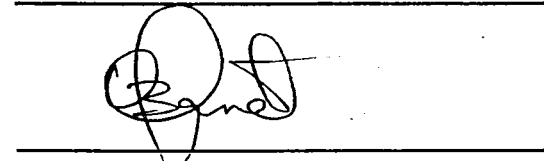
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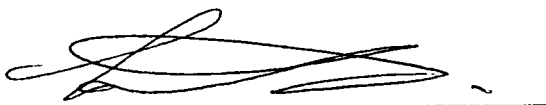
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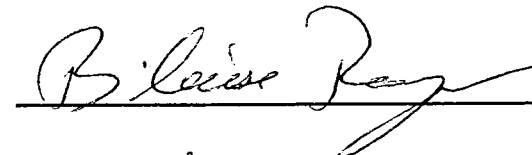
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**SCHEDULE "A"**

**LOCAL 210 CUPE WAGES**

<b>Category</b>	<b>1-Apr-11</b>	<b>1-Apr-12</b>	<b>1-Apr-13</b>
<b><u>Working Sub-Foreman Category</u></b>			
Working Sub-Foreman	\$26.79	\$27.19	\$27.60
Working Sub-Foreman(W/S)-OIT	\$26.79	\$27.19	\$27.60
Working Sub-Foreman (WE)-Class 1	\$27.66	\$28.07	\$28.49
Working Sub-Foreman (WE)-Class 2	\$27.86	\$28.28	\$28.70
Working Sub-Foreman (Shop)	\$28.79	\$29.22	\$29.66
Leader A (Roads)	\$25.68	\$26.06	\$26.46
<b><u>General Labourer Category</u></b>			
Labourer	\$22.41	\$22.75	\$23.09
Landfill Attendant	\$22.75	\$23.09	\$23.43
Gatehouse Cashier	\$22.60	\$22.94	\$23.29
Sanitation Labourer (1 man)	\$23.47	\$23.82	\$24.18
Sanitation Labourer (2 man)	\$22.52	\$22.86	\$23.20
Janitor	\$22.30	\$22.63	\$22.97
Note: After twelve (12) months, Labourers who work in the later and Sewer Departments shall be paid Skilled Labourer's rate.			
<b><u>Skilled Labourer Category</u></b>			
Skilled Labourer (Arena Maintenance)	\$23.56	\$23.91	\$24.27
Wingman	\$23.43	\$23.78	\$24.13
Sewer Flusher Helper	\$23.35	\$23.70	\$24.05
Service Person	\$24.32	\$24.68	\$25.05
<b><u>Light Equipment Category</u></b>			
Truck	\$23.65	\$24.00	\$24.36
Sand Truck	\$23.65	\$24.00	\$24.36
Combination Truck	\$23.65	\$24.00	\$24.36
Garbage Truck	\$23.65	\$24.00	\$24.36
Light Tractor	\$23.65	\$24.00	\$24.36
Shupak	\$24.20	\$24.56	\$24.93
Note: The justification for this salary is that all employees holding any of the classifications in the Light Equipment Category will have to be qualified to operate all equipment in the Light Equipment Category safe and except the Shupak. New full-time employees hired will be required to qualify on all the above-listed equipment within a 12 month period from date of hire.			

**SCHEDULE "A"**

**LOCAL 210 CUPE WAGES**

<b>Category</b>	<b>1-Apr-11</b>	<b>1-Apr-12</b>	<b>1-Apr-13</b>
<b><u>Heavy Equipment Category</u></b>			
Dozer	\$24.79	\$25.16	\$25.54
Grader	\$24.79	\$25.16	\$25.54
Loader	\$24.79	\$25.16	\$25.54
Backhoe	\$24.79	\$25.16	\$25.54
Sewer Flusher/Vacuum	\$24.79	\$25.16	\$25.54
Vacuum Truck	\$24.79	\$25.16	\$25.54
Mechanical Sweeper	\$24.79	\$25.16	\$25.54
Shovel Operator	\$26.45	\$26.85	\$27.25
<b><u>Licensed Category</u></b>			
(Water Filtration Plant)			
Water Treatment Operator OIT	\$24.05	\$24.41	\$24.77
Water Treatment Operator Class 1	\$25.44	\$25.82	\$26.20
Water Treatment Operator Class 2	\$27.24	\$27.65	\$28.07
Water Treatment Operator Class 3	\$29.11	\$29.55	\$29.99
Water Treatment Operator Class 4	\$30.57	\$31.03	\$31.50
Water Treatment Maint./Oper. OIT	\$24.44	\$24.81	\$25.18
Water Treatment Maint./Oper. Class 1	\$26.15	\$26.54	\$26.94
Water Treatment Maint./Oper. Class 2	\$27.86	\$28.28	\$28.70
<b><u>Distribution/Collection Department</u></b>			
Leader A OIT	\$25.68	\$26.06	\$26.46
Leader A Class 1	\$26.26	\$26.65	\$27.05
Leader A Class 2	\$26.64	\$27.04	\$27.45
Leader A Class 3	\$27.20	\$27.61	\$28.02
Distribution/Collection Operator OIT	\$23.56	\$23.91	\$24.27
Distribution/Collection Operator Class 1	\$24.37	\$24.74	\$25.11
Distribution/Collection Operator Class 2	\$24.76	\$25.13	\$25.50
Distribution/Collection Operator Class 3	\$25.33	\$25.71	\$26.10

**SCHEDULE "A"**

**LOCAL 210 CUPE WAGES**

<b>Category</b>	<b>1-Apr-11</b>	<b>1-Apr-12</b>	<b>1-Apr-13</b>
<b><u>Trades Person</u></b>			
Mechanic	\$28.28	\$28.70	\$29.13
Electrician	\$28.28	\$28.70	\$29.13
Carpenter	\$26.20	\$26.59	\$26.99
Welder (Licensed)	\$28.28	\$28.70	\$29.13
Welder (Unlicensed)	\$26.54	\$26.94	\$27.34
General Maintenance	\$25.94	\$26.33	\$26.73
Apprentice – (Basic) 82% of licensed wage	\$23.19	\$23.54	\$23.89
Apprentice - (Intermediate) 86% of licensed wage	\$24.31	\$24.67	\$25.04
Apprentice - (Advanced) 91% of licensed wage	\$25.73	\$26.12	\$26.51
<b>Note:</b> Wage rate is based on the designated licence being issued from the Province of Ontario or its designate.			
<b><u>Students</u></b>			
1 <sup>st</sup> year (working for the City)	\$11.75	\$11.75	\$11.75
2 <sup>nd</sup> year (working for the City)	\$12.00	\$12.00	\$12.00
3 <sup>rd</sup> year (working for the City)	\$12.25	\$12.25	\$12.25
4 <sup>th</sup> year (working for the City)	\$12.50	\$12.50	\$12.50
<b>Note:</b> A student shall not be appointed to a position other than labourer position and shall not perform work of a higher position than labourer. Students who perform labour work of the bargaining unit, between April 15th and September 15th and December 10th to January 10th in each calendar year, who attend educational institutions shall be excluded from becoming permanent employees unless they advise the Employer they are not returning to school, after which time the probationary period shall apply to them.			

61