

1989 - 1991
 COLLECTIVE AGREEMENT
 THE REGIONAL MUNICIPALITY OF SUDBURY
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #6

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18 AGREEMENT made and entered into this 1st day of January 1989

BETWEEN:

THE REGIONAL MUNICIPALITY OF SUDBURY
(Hereinafter called the "Employer")

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #6, C.L.C.
(Hereinafter called the "Union")

OF THE SECOND PART

ARTICLE # 1 - PURPOSE

1:01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

1:02 It is agreed by the Parties hereto that every covenant, proviso and agreement shall enure to the benefit of and be binding upon the Parties hereto and their assigns, and that all covenants herein shall be construed as being joint and several and that, when the context **so** requires or permits, the singular number shall read as if the plural were expressed and the masculine gender as if the feminine, as the case may be, were expressed.

ARTICLE # 2 - SCOPE i

2:01 This Agreement shall apply to all Employees of The Regional Municipality of Sudbury save and except Foremen and persons above the rank of Foreman or Environmental Section Supervisors, and Employees included and excluded under a subsisting Collective Agreement between The Regional Municipality of Sudbury and the various Locals of the Canadian Union of Public Employees, C.L.C., persons regularly employed for not more than twenty-four (24) hours per week, and students hired for the school vacation period.

2:02 Employees outside the Scope of this Agreement shall not perform the regular duties of the Employees within the Scope of this Agreement, except for the purposes of instruction, experimentation or during an immediate emergency.

ARTICLE # 3 - UNION RECOGNITION

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

ARTICLE # 4 - DISCRIMINATION

4:01(a) There shall be no discrimination practiced by either the Employer or the Union against any Employee because of his age (as' defined in The Ontario Human Rights Code), race, religion, creed, colour, place of origin, .sex, 'marital status, political affiliation, participation or non-participation, membership or non-membership in the Union, or place of residence. There will also be no coercion practiced by the Employer or the Union.

4:01(b) Neither the Employer nor the Union condone the practice of sexual harrasment and any such claim shall be referred jointly by the two (2) Parties to The Human Rights Commission.

4:02 No person shall be required, as a condition of employment to become or remain members of the Union or any other organization.

4:03 No Employee shall conduct Union activities during normal working hours other than as specifically permitted in this Agreement, or with the permission of the Personnel Director. This Article shall not prevent Employees from engaging in casual conversation relating to Union affairs.

ARTICLE # 5 - RESPONSIBILITY OF EMPLOYEES

5:01 It is recognized that the Employer Administration is responsible for the safety, health, comfort and general welfare of the citizens, therefore, the Employees recognize they must be prepared to assist in carrying out the services of the Employer whenever it is reasonable to do so.

5:02 This responsibility to the citizens is the responsibility of the Employer and requires that any dispute arising over the interpretation of the Terms of this Agreement be adjusted and settled in an orderly manner without interruption to the said services to the citizens; therefore, the Employees agree, that, if any differences with the Employer occur during the time period of this Agreement, the same will be dealt with under the Grievance Procedure hereinafter set forth.

5:03 It shall be the responsibility of all Employees to notify the Office Supervisor within five (5) working days of any change in his address or telephone number.

ARTICLE # 6 - EMPLOYER RIGHTS

6:01 The Union agrees that it is the exclusive right of the Employer to:

(1) Maintain order, discipline and efficiency.
(2) Hire, lay-off, classify, direct, transfer, promote and for just cause to suspend, discipline, demote or discharge Employees.

(3) Generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used and the number of persons to be employed.

6:02 The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Agreement and subject to the right of the Employee or the Union to lodge a grievance as set forth herein.

ARTICLE # 7 - NO STRIKES OR LOCKOUTS

7:01 In view of the orderly procedure established herein for the disposition of Employee's Complaints and Grievances, the Employer agrees that it will not cause or direct any lockouts of its Employees for the duration of this Agreement.

7:02 The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down, stay-in or slow-down in any Department or a strike or stoppage of any of the Employer's operations or any curtailment of work or restriction of or interference with work or any picketing of the Employer's premises during the Term of this Agreement, and further agrees that the Employer during the Term of this Agreement, may discharge any Employee who causes or takes part in any such action.

7:03 The words "strike" and "lockout" shall be defined as in The Ontario Labour Relations Act, Chapter 232, R.S.O. 1970, as amended from time to time.

ARTICLE # 8 - GRIEVANCE PROCEDURE

8:01(1) Within the Terms of this Agreement, a Grievance shall be defined as a difference arising between the Employee, the Union, or both, and the Employer as to the interpretation, application, administration, or the alleged violation of the provisions of this Agreement.

8:01(2) All Grievances shall be in writing and all replies to all stages shall be in writing. Calendar days as referred to in this Article shall mean a day other than Saturday, Sunday, or a Specified Paid Holiday under Article #15.

8:02 Stage One

It is understood that an Employee has no Grievance until he has first given his Foreman an opportunity to adjust his Complaint. In discussing his Complaint, the Employee may be accompanied by a Steward.

If the Employee with the Complaint is unable to present his concern to his Foreman, due to approved absences from work, within ten (10) calendar days from the date of the alleged violation, a Steward upon request by the Employee, may represent this Employee on the matter, provided that the Employee is absent from work on the date of Complaint presentation.

8:03 Any Employee's Complaint which is not settled by his mediate Foreman within three (3) calendar days of the lodging of the Complaint. shall then commence at Stage Two of the Grievance Procedure.

It is to be understood that any decision reached at Stage One of the Grievance Procedure is without precedent or prejudice.

8:04 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee of Local #6, who shall be Employees of the Employer. The members of such a Committee shall be communicated to the Employer.

8:05 The aggrieved Employee(s) shall submit the written Grievance to a member of the Union Grievance Committee. The Union Grievance Committee shall determine if the Grievance is justified and whether both the Union and the aggrieved Employee(s) wish to proceed to Stage Two. The Grievance may then proceed, provided that no more than twenty (20) calendar days have elapsed since the occurrence of the alleged Grievance.

8:06 Stage Two

A member of the Union Grievance Committee shall take the written Grievance to the Director of Operations or his designate/Co-ordinator of Environmental Services or his designate, who shall within three (3) calendar days, arrange a meeting and meet with the Grievance Committee during working hours to discuss and attempt to settle the Grievance. Grievances that are not settled within three (3) calendar days of the meeting shall be referred back to the Union Grievance Committee.

8:07 Stage Three

The Union Grievance Committee shall consider the Grievance and the Employer's reply at Stage Two and decide within five (5) calendar days whether to proceed with the Grievance to the respective Department Head or his designate: If the Grievance Committee wishes to proceed, the Department Head or his designate shall meet with not more than three (3) members of the Grievance Committee during normal working hours to discuss and attempt to settle the Grievance. within five (5) calendar days of notification by the Grievance Committee. Failing settlement at this Stage within five (5) calendar days from the arranged meeting, Stage Four may be invoked.

ARTICLE # 8 - GRIEVANCE PROCEDURE (CONT'D)

8:08

Stage Four

The Union Grievance Committee of not more than four (4) members who may be accompanied by a National Representative and/or Legal Counsel may then take the matter up with the Chief Administrative Officer and the Director of Personnel. A meeting date for the hearing shall be arranged within three (3) calendar days after receipt of the notification from the Union to proceed to Stage 4. Failing settlement at this meeting within ten (10) calendar days of receipt of the decision as submitted by the Chief Administrative Officer, then the matter may be referred to Arbitration as provided in Article #9, provided that not more than twenty (20) calendar days have elapsed since the date of the decision by the Chief Administrative Officer.

8:09

General Grievances

(1) It is understood that there is no General Grievance until the Personnel Director and the Department Head concerned has had an opportunity to adjust the Complaint. Such Complaints to be satisfactorily settled within three (3) calendar days from receipt of the Complaint or it may then be immediately implemented under Article #8, Stage 4.

(2) General Grievances are differences arising directly between the Union and the Employer concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement. They may be submitted in writing by either Party and dealt with as a Grievance commencing at Stage 4 of the Grievance Procedure, after Section 8:09(1) has been complied with.

ARTICLE # 8 - GRIEVANCE PROCEDURE (CONT'D)

8:10 Discharge, Suspension and Discipline Cases

A Permanent Employee may be discharged, suspended or disciplined for just cause, and if he believes he has been unjustifiably discharged, suspended or disciplined, he may have his Grievance processed under the Grievance Procedure, starting at Stage 2, if presented in writing within seven (7) calendar days after the date of discharge, suspension or discipline. If a Grievance should be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at his regular basic rate (less amounts earned during time lost) for the hours per week, or any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

8:11 It is agreed and understood by both Parties, hereto, that there shall be no extension to the time limits as outlined in the Grievance Procedure unless by mutual consent.

8:12 The Employer shall notify an Employee of dissatisfaction concerning his work, or work habits, within twenty (20) days of occurrence.

8:13 Should an Employee's personnel record remain clear of any recorded disciplinary notices for a period of twelve (12) consecutive months from the date of the last recorded discipline, then only those disciplinary notices referring to absenteeism, lateness, work attitude, or the failure to provide an acceptable standard of work, shall be disregarded in considering the Employee's personnel record. The Employer will advise the Employee in writing of the elimination of the disciplinary notices for absenteeism, lateness, work attitude, or the failure to provide an acceptable standard of work, with a copy to be sent to the Union.

8:14 The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives shall have access to the Employer's buildings and properties in order to investigate and assist in the settlement of a Grievance.

ARTICLE # 9 - ARBITRATION

9:01 If any difference of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, it shall be settled by Arbitration as defined in Section 44, sub-section 2 of The Ontario Labour Relations Act.

9:02 Each of the Parties hereto shall bear the expense of the Arbitrator appointed by it, and the Parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such Arbitration, if and when the necessity arises.

9:03 An Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to, or detract from any provision of this Agreement. However, the Arbitration Board shall have the power to dispose of a Grievance by any arrangement which it deems just and equitable.

9:04 In accordance with The Labour Relations Act of The Province of Ontario. it shall be the option of either Party to proceed under Section 45 of the Act.

ARTICLE #10 - UNION SECURITY.

10:01 It is agreed and understood by the Parties hereto that there shall be a compulsory check-off upon all Employees who come within the unit to which this Agreement applies and it shall continue during the period of this contract.

10:02 The Employer agrees to deduct the amount of Union Dues as certified by the Union for all Employees covered by Article 10:01 on the first pay period of each month and remit the amount so deducted to the Treasurer of the Union no later than the last day of the same month.

10:03 The Treasurer, when remitting the Dues deducted shall include a statement clearly setting forth the names of Employees from whom the dues were deducted. The statement will also indicate additions or deletions from the previous month's statement.

ARTICLE #10 - UNION SECURITY (CONT'D)

10:04 No Contract, written or oral, shall be entered into between the Employer or any of its designated representatives. and Employees covered by this Agreement on matters relative to hours of work, wages. and working conditions, promotions, demotions, or any other conditions affecting the welfare of the Employees in general.

10:05 Should two (2) or more Employees have an identical date of seniority. then the seniority standing among these Employees shall be determined by their respective birth dates. The oldest Employee will be deemed to be most senior and the remainder shall be determined in the similar fashion.

10:06 Minutes - Regional Council

A copy of the Minutes of Regional Council Meetings shall be mailed to the Secretary of the Union as soon as they become available.

ARTICLE #11 - SENIORITY

11:01 Seniority is defined as the length of continuous service in the employ of the Employer within the Bargaining Unit. Seniority shall operate on a Bargaining Unit-wide basis.

Therefore, the Parties recognize:

(a) The right of the Employees to fair and just consideration for vacancies in light of their length of continuous service and their qualifications.

(b) The right of the public to be served by qualified persons.

Therefore, the Parties agree that:

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

(a) Length of continuous service (Seniority)

(b) Efficiency, knowledge and ability of the Employee, and the qualifications as contained in the job descriptions.

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

ARTICLE #11 - SENIORITY (CONT'D)

11:01(1) Should circumstances require a reduction of Employees, Temporary Employees shall be laid off first, Probationary Employees shall be laid off secondly, and then commencing with those Permanent Employees with the least seniority.

11:01(2) When Permanent Employees are laid off under this Article and positions again become available with the Employer, the Permanent Employees who are capable of performing the required duties shall be called back on a seniority basis.

11:01(3) Notwithstanding anything herein contained. it is hereby agreed and understood that there is no right of recall for Probationary or Temporary Employees who are laid off under this Article.

11:01(4) When Employees are to be recalled by the Employer, they shall be notified by Registered Mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer, and if they fail to report within fifteen (15) calendar days after the delivery or receipt of such notice, the Employer shall not be under any obligation to re-employ them.

11:02(1) A Seniority List of all Permanent Employees covered by this Agreement shall be posted in January each year. The List will show all Permanent Employees within the Bargaining Unit in order of seniority stating the Employee's number, name, date of birth. job classification, and date of latest entry into the employ of the Employer. Copies of this Seniority List will be posted on all Bulletin Boards and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a second Seniority List upon written request.

11:02(2) The Employer agrees to supply the Union with a List of Temporary Employees at the same time the Seniority List(s) are provided for the Union.

The List of Temporary Employees shall contain the Employee's Department and Employee number, the name of the Employee, the Employee's occupation, employment status, employment date and birth date.

ARTICLE #11 - SENIORITY (CONT'D)

11:03 Protests in regard to an Employee's established seniority standing must be submitted in writing to the Personnel Director within thirty (30) days from the date the Seniority List is posted on bulletin boards. When proof of error is presented by the Employee or his representative, such error will be corrected, and when so corrected, the agreed upon seniority date shall be final. Once the seniority standing of an Employee is confirmed by the first posting of the Seniority List, no further requests for changes in seniority standing shall be made. No change in the seniority status of an Employee shall be made unless concurred in by the Union.

11:04 A newly hired Probationary Employee shall be on probation for a period of three (3) months from the date of hiring. The employment of such Employee may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article #4, as the basis of termination. After successful completion of the probationary period, seniority shall be effective from the most recent continuous date of employment.

11:05 A notice of lay-off shall be given in accordance with the terms of The Employment Standards Act. If the Employee laid off has not had the opportunity to work the period of notice of lay-off, he shall be paid in accordance with Section 13, sub-section 6(A) of The Employment Standards Act and amendments thereto.

11:06 Application of Seniority for Temporary Employment

1) That only the temporary employment up to a maximum of one (1) year immediately preceding and consecutive with (i.e. no break in service) being hired as a Probationary Employee will be recognized.

2) The Probationary Period will continue as outlined in the Collective Agreement from the date of hire as a Probationary Employee. Benefits applications are to be as outlined in Article

#22:01(2)

ARTICLE #11 - SENIORITY (CONT'D)

11:06 Application of Seniority for Temp. Employment (Cont'd)

- 3) Vacation Pay received during the applicable temporary employment period to be paid back to the Employer as
 - a) a lump sum, or
 - b) a pre-arranged and approved series of no more than four (4) payments within a sixty (60) calendar day period from the date of being hired as a Probationary Employee.
Note: Failure to comply with the above will result in immediate and effective Discharge.
- 4) Temporary Employees do not have any seniority or seniority rights while they are Temporary Employees.

ARTICLE #12 - LOSS OF SENIORITY

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

- (1) Voluntary resignation.
- (2) Discharged for just cause.
- (3) Failing to report as required by Article #11 - 11:01(4) of this Agreement.
- (4) After a lay-off extending for a period of more than twelve (12) consecutive months.
- (5) Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE #13 - JOB POSTING

13:01(1) All vacant positions, newly created positions, and positions of a limited duration, except the position of Labourer, within the coverage of this Agreement, shall be posted on all applicable bulletin boards and at any available construction site where a group of Employees are working, for a minimum posting period of five (5) working days. During the job posting period, Permanent Employees will have the first opportunity to apply and be duly considered for such Job Posting.

Should there be no successful applicants to the Job Posting from Permanent Employees, then second consideration shall be given Probationary Employees and third consideration shall be given Temporary or non-employees.

ARTICLE #13 - JOB POSTING (CONT'D)

13:01(2) Temporary vacancies, such as those caused by an Employee's absence due to an accident, injury, illness, sickness, vacation, leave of absence, suspension, or temporary transfer, shall not be posted. Such temporary vacancies may be filled at the discretion of the Employer for a period not to exceed twenty-five (25) working days. The Employer, prior to assigning an Employee to such temporary vacancy, shall give consideration to the most senior, qualified Employee having regard for the immediate efficiency of Employer operations. If a temporary vacancy continues to exist beyond twenty-five (25) working days, the vacant position will then be posted and filled in accordance with Article #13:01.

13:02(1) The Job Posting Notice shall contain the following information: job classification, initial section, initial reporting depot, minimum qualifications, shift and wage rates. A Job Posting Notice as hereinbefore mentioned shall be in conformance with the Job Description and qualifications as previously agreed upon between the Employer and the Union. Any changes in duties or qualifications will be discussed with the Union prior to implementation.

13:02(2) The posting period shall begin within seven (7) calendar days of the date the vacancy occurs, and the Notice will be reposted after the selection period of seven (7) calendar days following the removal of the Notice of Posting, for a seven (7) calendar day period, naming the Successful Applicant, if any.

13:02(3) A successful applicant to a Job Posting shall be placed on an appropriate trial period of up to a maximum of three (3) months. Upon completion of the said trial period and if his performance has proven satisfactory, the successful applicant's position shall be confirmed.

13:02(4) In the event an Employee proves unsatisfactory during the aforesaid trial period he shall return to his former permanent classification, section and depot without loss of seniority. An Employee who finds himself unable to perform the duties of the new classification during the aforesaid trial period shall return to his former permanent classification without loss of seniority. In both instances his rate of pay shall then be adjusted to the current rate of pay for the classification into which he has now been placed.

ARTICLE #13 - JOB POSTING (CONT'D)

13:02(5) successful applicants or appointees to higher rated classifications, outside the Scope, if unsatisfactory for the position during the probationary period, shall revert to the classification and grade held immediately preceding such promotion, providing that no more than six (6) months has elapsed.

13:02(6) A Limited Position shall mean a position which is for a limited duration not to exceed seven (7) months or such longer period as may be mutually agreed upon between the Employer and the Union.

13:02(7) The Job Posting with regard to a Limited Position shall indicate the estimated probable duration of such posting and the successful applicant shall be paid the then current rate for any Statutory Holidays as outlined and subject to Article #15 and for any of his vacation or sick leave periods which may occur during his tenure of the limited posting.

13:02(8) A Permanent Employee filling a Limited Position, shall, on termination of the said Limited Position, revert to his permanent classification, section and depot held immediately preceding his selection.

13:02(9) Should there be no successful applicant to a Job Posting from within or outside the Scope of this Agreement. then the Employer may institute a Job Training Program, to fulfill the need of such Job Posting. Applications will be invited to fulfill the Job Training through a subsequent Job Posting under Article #13.

13:03(1) The Union shall be notified in writing by the Employer of any new classification before a position within the new classification is posted.

13:03(2) The rate of pay for additional positions, classifications, or reclassifications shall be in conformity with the rate of pay for positions or classifications of a similar kind or classification. This rate of pay will be developed by the designated or proper officers of the Employer and the Union and at no time shall the number of representatives of the Employer and the Union exceed two (2) of each. If the representatives are unable to agree on the rate of pay. such dispute shall be submitted to the Grievance Procedure under Article #8 - Clause 8:07, commencing at Stage 3.

ARTICLE #14 - LEAVE OF ABSENCE

14:01 Employees elected or appointed as salary representatives of the Union shall be granted Leave of Absence without loss of seniority and without pay while **so** engaged, provided written request is made by the Union.

14:02(1) Subject to the approval of the Employer, which approval shall not be arbitrarily or unreasonably withheld, representatives of the Employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the supervisory personnel of the Employer, for the purpose of investigation, consideration and adjustment of Grievances, or any other business pertaining to this Collective Agreement.

14:02(2) The Union hereby acknowledges and agrees that when the Employer grants representatives of the Employees leaves of absence during working hours for the purpose of negotiating a new Collective Agreement or amendments to or renewal of the present Collective Agreement, that such leaves are not leaves of absence within the meaning of Article #14:02 and thus do not require the Employer to pay such representatives for the working hours concerned.

14:02(3) The Employer agrees to keep salaries and benefits whole for those Permanent Employees who request and are granted unpaid leaves of absence for Local Union Business, provided the Union promptly reimburses the Employer, upon receipt of billing from the Employer, for all regular wages paid to these aforementioned Employees for the first fourteen (14) consecutive days of absence, and for all regular wages paid, Employer contributions to O.M.E.R.S., C.P.P. and one-half (1/2) of the applicable vacation percentage, and all benefit premium costs paid by the Employer for said leaves of absence in excess of two (2) weeks.

14:02(4) With the exception of conventions, Permanent Employees who request and are granted Unpaid Leaves of Absence for Union Business other than Regional C.U.P.E., Local #6 Agreement, the Union shall upon receipt of billing from the Employer, remit all regular wages and Employer O.M.E.R.S. contributions paid to or on behalf of these Employees to the Employer. Should the aforementioned Leave of Absence be in excess of fourteen (14) consecutive days, provisions of Article #14:02(3) shall apply.

ARTICLE #14 - LEAVE OF ABSENCE (CONT'D)

14:03 Duly appointed delegates shall be granted Leave of Absence without pay and without loss of seniority to attend conventions of the Union upon thirty (30) days written notice by the Union. The Union shall endeavour to allocate appointed delegates as evenly as possible between the various Sections.

14:04 Personal Leaves

14:04(1) The Employer may grant Employees Personal Leave without pay for periods not to exceed three (3) months. When approval has not been granted, the Employer will give the Employee reasons for its rejection.

14:04(2) Prior to taking such a leave, an Employee shall obtain permission to do so in writing from the Employer.

14:04(3) Unless an Employee on such Personal Leave reports for duty on or before the first working day following the expiration date of such leave, he shall lose his seniority and may be subject to discharge for just cause.

14:04(4) An extension to a Personal Leave may be granted by mutual consent between the Employer and the Union.

14:04(5) Personal Leaves shall not be granted for the purpose of engaging in work outside the services of the Employer except in cases of sickness or other exceptional circumstances.

14:04(6) The name of an Employee on an Authorized Personal Leave shall be continued on the Seniority List.

14:04(7) Military Leave

(i) Any Employee now serving or who hereafter is conscripted to serve in the Armed Forces shall, during his absence while on Military Service, be granted an Unpaid Military Leave.

(ii) The name of an Employee on an Authorized Military Leave shall be continued on the Seniority List.

ARTICLE #14 - LEAVE OF ABSENCE (CONT'D)

14:05 Jury and Witness Duty Leave

14:05(1) Employees subpoenaed to act as jurors or witnesses in Criminal or Civil Court or a Coroner's Inquest shall be granted leave of absence for such purpose. The Employee shall be entitled to the Jury or Witness Duty Fee or his full salary for the period required, whichever is the greater. To qualify for the full salary, the Employee must remit to the Employer the amount of his Jury or Witness Duty Fee. The Employee shall retain any travel expenses which have been paid to him.

14:05(2) In the event an Employee is subpoenaed to act as a Juror or Witness in Criminal or Civil Court or a Coroner's Inquest and being on approved Annual Vacation, such time spent **as** a Juror *or* Witness shall be reinstated for the further use of the Employee at a time mutually agreed upon between the Employer and his Immediate Supervisor.

14:06(1) The Employer shall allow a Leave of absence without pay, **so** that an Employee may be a candidate in a Federal, Provincial or Municipal Election, in accordance with the provisions of the applicable legislation.

14:06(2) The Employer will comply with applicable legislation related to affording Employees the required clear time prior to poll closing to vote in Federal, Provincial or Municipal Elections. In providing such clear time, should the Employer have to terminate the Day Shift hours prior to the normal quitting time of 4:30 p.m. **as** provided in Article #17:01(1), such Day Shift Employees shall be paid as if they worked their full day shift under Article #17:01(1).

14:07 Maternity Leave

Effective September 23rd, 1989, the Employer will contribute the difference between the U.I.C. payment and Seventy-five Percent (75%) of the Employee's basic rate of pay at the commencement date of Maternity Leave. The Allowance is to continue only when the Employee is in receipt of U.I.C. for Maternity Leave purposes and will be limited to the maximum fifteen (15) week period.

The Employer will continue benefits as outlined under Article #23:01 for the aforementioned seventeen (17) week period.

ARTICLE #15 - SPECIFIED PAID HOLIDAYS

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

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

15:02 In addition to the above-noted Specified Paid Holidays,
any other holidays proclaimed by the Lieutenant-Governor, or
Governor-General shall be subject to the provisions of this Article.

15:03 In the event that a Specified Paid Holiday falls on a
day set out hereunder, the following Schedule of Day Off in Lieu with
Pay shall be observed:

<u>Holiday</u>	<u>Falling On</u>	<u>Day Off with Pay in Lieu</u>
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday Tuesday, Wednesday or Thursday	Monday following Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Monday following
Boxing Day	Saturday Sunday or Monday	Monday following Tuesday following

15:04(1)(i) Employees called upon to work on any of the Holidays
provided for under Articles #15:01 or #15:03 shall, in addition to the
day's pay for which they are entitled to be paid, be paid at one and
one-half (1 1/2) times their regular rate of pay for all hours worked
with a guaranteed minimum of four (4) hours pay for four (4) hours
work or lese.

15:04(1)(ii) Notwithstanding Articles #15:03 and #15:04(1)(i), all
Regular Shift Employees called upon to work on any of the Holidays
listed under Article #15:01 shall, in addition to a day's pay, be paid
at one and one-half (1 1/2) times their regular rate of pay for all
hours worked with a guaranteed minimum of four (4) hours pay for four
(4) hours work or less.

ARTICLE #15 - SPECIFIED PAID HOLIDAYS (CONT'D)

15:04(2) Employees on Standby Duty or Employees called out to work for emergency situations on any of the Specified Paid Holidays under Article #15 shall in addition to the day's pay under Article #15, be paid at one and one-half (1 1/2) times their regular rate for all hours worked with a guaranteed minimum of four (4) hours pay for four (4) hours work or less. The foregoing is subject, however, to a maximum of eight (8) hours pay at one and one-half (1 1/2) times their regular rate for three (3) or more call-outs in any Day Shift, Afternoon Shift or Night Shift.

15:05 An Employee to qualify to be paid for a Holiday or Proclaimed Holiday must work his regular shift before and after such Holiday unless said Employee is on Annual Vacation, sick leave of absence with pay, or excused from duty by his Department Head or his designate.

15:06 Employees in receipt of Workers' Compensation Board benefits on the day observed as a Specified Paid Holiday, shall be entitled to be paid the difference of their basic net pay for such day and the amount paid by the Workers' Compensation Board for the Specified Paid Holiday.

ARTICLE #16 - ANNUAL VACATION

16:01(1) Every Employee who has completed one (1) year or more of continuous service with the Employer on December 31st, in any year of the Term of this Agreement, shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER one hundred and twenty (120) hours pay at his basic rate of pay in effect on the commencement of his period of absence OR Six Percent (6%) of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken. WHICHEVER IS GREATER.

ARTICLE #16 - ANNUAL VACATION (CONT'D)

16:01(2) Notwithstanding 16:01(1) hereof, any Employee who has completed four (4) or more years of continuous service with the Employer on December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER one hundred and sixty (160) hours pay at his basic rate of pay in effect on the commencement of his period of absence OR Eight Percent (8%) of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

16:01(3) Notwithstanding 16:01(1) and (2) hereof, any Employee who has completed nine (9) or more years of continuous service with the Employer on December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred (200) hours at his basic rate of pay in effect on the commencement of his period of absence OR Ten Percent (10%) of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

16:01(4) Notwithstanding 16:01(1), (2) and (3) hereof, any Employee who has completed nineteen (19) or more years of continuous service with the Employer on December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred and forty (240) hours at his basic rate of pay in effect on the commencement of his period of absence OR Twelve Percent (12%) of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

ARTICLE #16 - ANNUAL VACATION (CONT'D)

16:01(5) Notwithstanding 16:01(1), (2), (3) and (4) hereof, any Employee who has completed twenty-four (24) or more years of continuous service with the Employer on December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during seven (7) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred and eighty (280) hours at his basic rate of pay in effect on the commencement of his period of absence OR Fourteen Percent (14%) of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

16:02(1) Permanent and Probationary Employees, upon termination of employment, will be entitled to be paid their Annual Vacation Accruals under their personal applicable Section of Article #16:01(1), (2), (3), (4) and (5).

16:02(2) Temporary Employees, upon termination of employment with the Employer, shall be entitled to their Annual Vacation Pay in accordance with The Employment Standards Act, Chapter 147, R.S.O. 1970, and amendments thereto.

16:03 Should a Specified Paid Holiday falls in a vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and his respective Department Head.

16:04 Requests for Advance Annual Vacation Pay must be in conformance with the Employer Policy and Form as attached to and forming part of this Agreement as APPENDIX "A".

16:05 Vacation Pay

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

There shall be no further vacation pay adjustments made for the remainder of the calendar year by virtue of an Employee's reclassification upwards or downwards in his rate of pay.

ARTICLE #16 - ANNUAL VACATION (CONT'D)

16:06 Pro-rating - Specified Paid Holidays and Vacations

16:06(1) Notwithstanding any other Article in this Collective Agreement, an Employee will cease to earn vacation credits or be eligible for Holiday Pay when:

- a) he/she is receiving LTD Benefits
- b) he/she is receiving WCB Benefits for greater than six (6) months
- c) he/she is on an approved Unpaid Leave of Absence in excess of two (2) weeks (fourteen (14) calendar days) - (exception with regard to the seventeen (17) week Maternity Leave)

16:06(2) The carry-over of vacation for those unable to take vacation due to extended illness/accident absence will be applied as follows:

- a) Only those Employees who are pro-rated will be allowed to carry paid vacation entitlement into the next year
- b) The amount to be carried forward shall be limited to the amount required to attain normal entitlement.

16:07 **An** Employee's vacation can only be cancelled if Management notifies the Employee in writing at least thirty (30) calendar days prior to the scheduled commencement of said vacation, except in cases of disaster or immediate extreme emergency.

16:08 Once Management has determined the vacation allocations and staff requirements for each work area for the year, those disputes between Employees as to the scheduling of their vacations within the allocations available and in keeping with staffing requirements will be resolved on the basis of seniority.

ARTICLE #17 - HOURS OF WORK

17:01(1)(i) The normal work week for all Employees, except Regular Shift Employees, shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 8:00 a.m. nor finish later than 4:30 p.m. No eight (8) hour Shift shall be spread over a period longer than eight and one-half (8 1/2) hours, with one-half (1/2) hour off for lunch. Except as hereinafter provided, the hours of work shall be from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m.

17:01(1)(ii) Notwithstanding Article #17:01(1)(i), Employees in keeping with the immediate efficiency of operation may have their Unpaid Lunch Period adjusted by their Immediate Supervisor to be any thirty (30) consecutive minute period to commence between 11:30 a.m. and 1:00 p.m.

Should these Employees have been unable to take their Unpaid Lunch Period during the regular time or within the flexible period then Overtime as specified under Article #18:06 will apply.

17:01(2) A meal period of one-half (1/2) hour shall be included as part of the regular scheduled work period for Regular Shift Employees.

17:01(3) Employees, on the direction of their Immediate Supervisor, shall be granted a coffee break of no longer than fifteen (15) minutes duration, in the first and second half of each Shift.

17:02(1) Regular Shift Employees shall be those Employees who are assigned to Regular Shifts as: Trouble Investigators, Trouble Investigator Helpers, Sewage Plant Operators "A" and "B", Water Treatment Plant Operators "A" and "B", Janitors, Street Sweeper Operators, Flusher Operators, Mechanical Sweeper Operators, and Employees of the Mechanical Section.

17:02(2) The Regular Shift Schedule shall mean a Schedule established for a period of not less than three (3) consecutive weeks. Shift Employees shall work five (5) eight (8) hour Shifts in a weekly period of seven (7) days, followed by two (2) consecutive days off.

17:02(3) The Regular Shift Schedule for Trouble Investigators and Trouble Investigator Helpers shall be the Schedule as attached to and forming part of this Agreement as APPENDIX "B".

ARTICLE #17 - HOURS OF WORK (CONT'D)

17:02(4)(i) The Regular Shifts for Sewage Treatment Plant Operators (other than those at the Sudbury Sewage Treatment Plant as specifically detailed hereafter) shall be as SCHEDULE "8-1" attached hereto and forming an integral part of this Agreement.

17:02(4)(ii) The Regular Shifts for Water Treatment Plant Operators at the Wahnapiatae Water Treatment Plant shall be as SCHEDULE "8-2" attached hereto and forming an integral part of this Agreement.

17:02(4)(iii) The Regular Shifts for Sewage Treatment Plant Operators at the Sudbury Sewage Treatment Plant shall be as SCHEDULES "8-3" and "8-4" attached hereto and forming an integral part of this Agreement.

17:03 Winter Control Shifts

This shall apply to Employees assigned to snow plowing, snow loading, sanding and salting operations during the Winter Control Period. The Winter Control Period shall begin no later than December 1st, and shall not end before March 31st. These Employees shall have a regular work week from Sunday midnight to Friday midnight. Within this period, Employees will work an eight (8) hour shift within each twenty-four (24) hour period at their regular rate plus Shift Differential. For work performed on Saturdays, Employees shall receive time and one-half (1 1/2) and for work on Sundays, double (2) time.

When selecting Employees for snow plowing and salt/sand spreading operations, the Employer will give first consideration to those Employees currently classified as Permanent Truck Drivers. The seniority of the successful applicant(s) will be the basis for route selection.

Should there be any further or future requirements for Truck Drivers (snow plowing or salt/sand spreading), these vacancies shall be posted in conformance with Article #13. The seniority of the successful applicant(s) will be the basis for the selection of any remaining routes.

When selecting the Employees for the classification of Utilityman for snowplowing operations, all vacancies shall be posted in conformance with Article #13. The seniority of the successful applicant(s) will be the basis for route selections.

ARTICLE #17 - HOURS OF WORK (CONT'D)

17:03 Winter Control Shifts (Cont'd)

Should any vacancies occur during the course of a winter season after the initial selection of Truck Drivers and Utilitymen, it is understood that the specific route(s) with the vacancies will be posted in conformance with Article #13. Notwithstanding any other Article in this Collective Agreement, it shall be understood that Employees currently occupying a Winter Control Route will not be considered for a Posting for the same classification on a different route.

Employees in the classifications of Truck Driver and Utilityman assigned to Winter Control Operations, shall be paid at the rates of pay for these classifications for the full period of Winter Control.

17:04 Janitors shall work three (3) shifts, from 8:00 a.m. to 4:00 p.m., from 4:00 p.m. to 12 midnight and from 12:00 midnight to 8:00 a.m. on the regular rotation shift basis, working five (5) consecutive days with two (2) consecutive days off.

ARTICLE #18 - OVERTIME

18:01 Compensation at the rate of time and one-half (1 1/2) of the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article #17 - HOURS OF WORK.

18:02 Compensation at the rate of two (2) times the regular rate per hour shall be paid for all work performed on Sunday with a guaranteed minimum of four (4) hours pay at double (2) time, for four (4) hours work or less. The provisions of this paragraph shall not apply to the normal daily hours of work of the Regular Shift Employee provided said Employee is scheduled to work his Regular Shift on the Sunday concerned.

18:03 Employees called upon to perform work not continuous with their Regular Shift shall be entitled to a minimum of two (2) hours pay for two (2) hours work less at the prevailing overtime rate.

18:04 Employees are not required to have worked their eight (8) hours per day or forty (40) hours per week before being entitled to the prevailing overtime rates as aforementioned.

ARTICLE #18 - OVERTIME (CONT'D)

18:05(1)(i) Overtime hours will be made available as equitably as possible among the Permanent and Probationary Employees in each area section as per Employee classification. Such Overtime shall be offered to Permanent and Probationary Employees in each area section before Temporary Employees or Employees outside the Scope of this Agreement are considered.

18:05(1)(ii) Notwithstanding Article #18:05(1)(i), initially overtime work which is continuous to an Employee's regular work day shall be made available to those Employees who fall within the Scope of this Collective Agreement, on the site in question and then as per Article #18:05(1)(i).

18:05(2) The Employer shall post by area sections a list of Employees, indicating the overtime hours worked by each Employee, and overtime hours offered to each Employee.

18:06 Employees called upon to perform overtime which is continuous to the Regular Shift shall be entitled to a minimum of one (1) hour's pay at the prevailing overtime rate for one (1) hour's work or less.

18:07 That the application of the provisions of Article #18 - OVERTIME regarding the distribution of Overtime will be administered in keeping with the following:

That Employees when not available for more than twenty (20) working days (excluding vacation) for Overtime in their permanent classification due to limited postings, W.I. and L.T.D., W.C.B., temporary re-assignments or relieving outside the Scope of the Agreement, upon return to their permanent classification to be credited and placed on the Overtime Listing in accordance with the following:

1) That the Overtime Listing for permanent classifications by Section be averaged - excluding the individual's standing.

2) That the Employee be given either the mathematical average obtained as of Step #1 outlined above, or his actual credits, whichever is greater.

3) That when an Employee bids into a permanent classification, the above procedures shall apply in placing the Employee on the Overtime Listing, for his new classification.

ARTICLE #18 - OVERTIME (CONT'D)

That when an Employee bids or is assigned to a limited classification, that is known to exceed twenty (20) working days, the above procedures shall apply in placing the Employee on the limited classification Overtime Listing.

5) That the latest computer print-out regarding Overtime standings prior to the new placement, return to work, etc. will form the basis of the above calculations.

6) It is agreed and understood that Employees in positions active under Articles #17:03, #20:02, and #20:03 are excluded from the terms of

- a) Article #18:05(1) regarding as equitable a distribution as possible: and
- b) This Clause when entering or returning to these aforementioned positions.
- c) Notwithstanding Item (b) above, it is the intent of the Parties that the distribution of unscheduled overtime, not continuous with the regularly scheduled shift and not involving a standby crew, will be distributed as equitably as possible among the Permanent and Probationary Employees in work area/section as per Employee classification.

ARTICLE #18 - OVERTIME (CONT'D)

18:08 Meal Allowance

18:08(1) Effective September 23rd, 1989, when an Employee is called upon to perform more than two (2) hours of overtime work continuous with his regular scheduled shift, he shall be paid Six Dollars Fifty Cents (**\$6.50**) for the purpose of purchasing a meal. Should the Employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then he shall be paid an additional Six Dollars Fifty Cents (**\$6.50**) for the purpose of purchasing the second meal

 Effective January 1st, 1990, the Meal Allowance will increase to Six Dollars Seventy-five Cents (**\$6.75**).

 Effective January 1st, 1991, the Meal Allowance will increase to Seven Dollars (**\$7.00**).

18:08(2) Effective September 23rd, 1989, Employees called upon to perform work not continuous with their regular scheduled shift and who are called out prior to **6:00** a.m. or after **11:00** p.m., to report for work, shall receive a Meal Allowance of Six Dollars Fifty Cents (**\$6.50**) for each five (5) continuous hours of employ.

 Effective January 1st, 1990, the Meal Allowance will increase to Six Dollars Seventy-five Cents (**\$6.75**).

 Effective January 1st, 1991, the Meal Allowance will increase to Seven Dollars (**\$7.00**).

18:08(3) Effective September 23rd, 1989, Employees called upon to perform overtime work not continuous with their regular scheduled shift and who are called out between the hours of **6:00** a.m. and **11:00** p.m., to report for work, shall receive a Meal Allowance of Six Dollars Fifty Cents (**\$6.50**) after working five (5) consecutive hours of overtime work, when less than one (1) hour lead time to report for work is given, with an additional Meal Allowance of Six Dollars Fifty Cents (**\$6.50**) following the completion of each additional five (5) continuous hours of overtime work.

 Effective January 1st, 1990, the Meal Allowance will increase to Six Dollars Seventy-five Cents (**\$6.75**).

 Effective January 1st, 1991, the Meal Allowance will increase to Seven Dollars (**\$7.00**).

ARTICLE #18 - OVERTIME (CONT'D)

18:08 Meal Allowance (Cont'd)

18:08(4) Effective September 23rd, 1989, Employees on Winter Control, when called out and report for work after 11:00 p.m. and prior to 6:00 a.m. shall receive a Meal Allowance of Six Dollars Fifty Cents (\$6.50) for each five (5) continuous hours of work. This provision shall not apply to those Employees previously detailed to work between the hours of 11:00 p.m. and 6:00 a.m.

 Effective January 1st, 1990, the Meal Allowance will increase to Six Dollars Seventy-five Cents (\$6.75).

 Effective January 1st, 1991, the Meal Allowance will increase to Seven Dollars (\$7.00).

18:09 The Meal Allowance reimbursement shall be paid to Employees once each Pay Period as a payroll entry and itemized on the pay stub.

ARTICLE #19 - SHIFT DIFFERENTIALS

19:01(1) The following Shift Differentials shall apply to all Employees assigned to a Regular Shift Schedule as set out in Article #17 - HOURS OF WORK.

19:01(2) A Shift Differential will not apply where the overtime and the premium rates apply. Overtime and shift differentials shall not pyramid under any circumstances.

19:02 Effective September 23rd, 1989, a Shift Differential of Thirty-six Cents (\$.36) per hour shall be paid for all hours worked on the 4:00 p.m. to 12:00 p.m. shift.

 Effective January 1st, 1990, this Shift Differential will increase to Thirty-eight Cents (\$.38) per hour.

 Effective January 1st, 1991, this Shift Differential will increase to Forty Cents (\$.40) per Hour.

19:03 Effective September 23rd, 1989, a Shift Differential of Forty-two Cents (\$.42) per hour shall be paid for all hours worked on the 12:00 p.m. to 8:00 a.m. shift.

 Effective January 1st, 1990, this Shift Differential will increase to Forty-four Cents (\$.44) per hour.

 Effective January 1st, 1991, this Shift Differential will increase to Forty-six Cents (\$.46).

ARTICLE #19 - SHIFT DIFFERENTIALS (CONT'D)

19:04 Effective September 23rd, 1989, the Shift Differential of One Dollar Fifty Cents (\$1.50) per hour shall be paid for Sunday regular hours of work.

 Effective January 1st, 1990, this Shift Differential will increase to One Dollar Fifty-five Cents (\$1.55).

 Effective January 1st, 1991, this Shift Differential will increase to One Dollar Sixty Cents (\$1.60).

ARTICLE #20 - STANDBY CLAUSE

20:01 Employees in positions not requiring regular Standby Duty, when so assigned to Standby Duty, will receive four (4) hours straight time pay per day at the regular rate presently being received.

20:02 Notwithstanding Article #20:01, effective September 23rd, 1989, an Employee assigned to Regular Standby Duty on a daily basis shall receive Nineteen Dollars Sixty-one Cents (\$19.61) per day.

 Transportation from the Employee's residence to the trouble site and return will be provided when he is called out to work while on Standby Duty.

 Effective January 1st, 1990, this Daily Standby Allowance will increase to Twenty Dollars Fifty-nine Cents (\$20.59) per day.

 Effective January 1st, 1991, this Daily Standby Allowance will increase to Twenty-one Dollars Sixty-two cents (\$21.62) per day.

20:03 Notwithstanding Articles #20:01 and #20:02, effective September 23rd, 1989, an Employee assigned to Regular Weekly Standby (Friday 8:00 a.m. to the succeeding Friday at 8:00 a.m. inclusive) shall receive One Hundred Thirty-seven Dollars Twenty-seven cents (\$137.27) per week.

 Transportation from the Employee's residence to the trouble site and return will be provided when he is called out to work while on Standby Duty.

 Effective January 1st, 1990, this Weekly Standby Allowance will increase to One Hundred Forty-four Dollars Thirteen Cents (\$144.13) per week.

 Effective January 1st, 1991, this Weekly Standby Allowance will increase to One Hundred Fifty-one Dollars Thirty-four cents (\$151.34) per week.

ARTICLE #21 - RELIEVING IN OTHER GRADES

21:01(1) When an Employee is detailed to relieve in a position of higher rating, he shall receive the rate applicable for the position within the classification in which he is relieving for the full relief period. The Employer, prior to detailing an Employee to relieve in a position of a higher rate of pay, will give consideration to the most senior qualified Employee within the work depot, having regard to the immediate efficiency of Employer operations.

21:01(2) An Employee in the classification of Truck Driver shall receive the difference between the Truck Driver rate of pay and the Equipment Operator rate of pay for a minimum of one (1) hour on the occasions when a Truck Driver is assigned to operate the Payloader or Backhoe to load or unload his vehicle.

21:02 When an Employee is detailed to relieve in a position of lower rating for any period, he shall maintain his basic rate of pay while so assigned.

21:03 When an Employee is detailed to relieve in a position outside of the Bargaining Unit, he shall receive not less than Ten Percent (10%) above the highest rated classification supervised for the full relief period. Such Employee shall continue payment of Union Dues to the Bargaining Agent. The period of relief shall be no longer than six (6) continuous calendar months. When required, the Employer may request an extension to the six (6) continuous months time limit and consent shall not be arbitrarily or unreasonably withheld by the Union.

ARTICLE #22 - HOSPITALIZATION, MEDICAL BENEFITS,
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,
AND GROUP LIFE INSURANCE COVERAGE

2:01(1) For Permanent Employees, the Employer agrees to contribute One Hundred Percent (100%) of the total Employee premium cost for the following plans:

- a) Ontario Health Insurance Plan
- b) Blue Cross Supplementary Semi-Private
- c) Blue Cross Comprehensive Extended Health Care
 - Effective October 1st, 1989,
Two Hundred Dollar (\$200.)
Eye Glass Subsidy;
 - Effective January 1st, 1990,
Two Hundred Twenty Dollar (\$220.)
Eye Glass Subsidy;
 - Effective January 1st, 1991,
Two Hundred Forty Dollar (\$240.)
Eye Glass Subsidy
 - The Hearing Aid Subsidy to be
Three Hundred Dollars (\$300.)
every five (5) years.
- d) Blue Cross Dental Plan No. 9
 - with "space maintainers"
 - Effective October 1st, 1989,
1989 O.D.A. Fee Schedule;
 - Effective January 1st, 1990,
1990 O.D.A. Fee Schedule;
 - Effective January 1st, 1991,
1991 O.D.A. Fee Schedule;
- e) Group Life Insurance Plan
(One and one-half (1 1/2) times
basic annual earnings)
- f) Weekly Indemnity Insurance, providing a benefit
level of Seventy-five Percent (75%) of basic
salary. the conditions of which are governed by
the terms and provisions of the master contract
with London Life
- g) Long Term Disability Insurance, providing a
benefit level of Seventy-five Percent (75%) of
basic salary, the conditions of which are governed
by the terms and provisions of the master contract
with London Life.

ARTICLE #22 - HOSPITALIZATION, MEDICAL BENEFITS,
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

22:01(2) For Probationary Employees, the Employer agrees to contribute One Hundred Percent (100%) of the total Employee premium cost for the following plans:

- a) Ontario Health Insurance Plan
- b) Blue Cross Supplementary Semi-Private
- c) Blue Cross Comprehensive Extended Health Care

Effective October 1st, 1989,
Two Hundred Dollar (\$200.)
Eye Glass Subsidy;

Effective January 1st, 1990,
Two Hundred Twenty Dollar (5220.)
Eye Glass Subsidy;

Effective January 1st, 1991,
Two Hundred Forty Dollar (\$240.)
Eye Glass Subsidy

The Hearing Aid Subsidy to be.
Three Hundred Dollars (\$300.)
every five (5) years.

- d) Blue Cross Dental Plan No. 9

- with "space maintainers"

Effective October 1st, 1989,
1989 O.D.A. Fee Schedule;

Effective January 1st, 1990,
1990 O.D.A. Fee Schedule;

Effective January 1st, 1991,
1991 O.D.A. Fee Schedule

22:02 As a condition of employment, the Employer shall describe and make available Benefits as outlined in Articles #22:01(1) and #22:01(2) to all Permanent and Probationary Employees. The Employee shall have the option to choose whether to participate or not in the aforementioned Benefit Plans.

22:03 For every Temporary Employee, the Employer agrees to deduct from his earnings One Hundred Percent (100%) of the total Employee premium cost for the Ontario Health Insurance Plan and to contribute to the Plan on behalf of the Employee the said deductions.

ARTICLE #22 - HOSPITALIZATION, MEDICAL BENEFITS,
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

22:04 Employees on Leaves of Absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the Benefit Plans under Articles #22:01(1) and (2). for those months covered by the Leave of Absence without pay.

22:05 Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Blue Cross, the Parties will meet and seriously discuss the subject matter with the objective of changing to such Carrier on the mutual agreement of the Parties.

22:06 Employee Early Retirement/Disabled Benefit Plan

22:06(1)(i) That for Retired and Disabled Employees, the Employer agrees to contribute One Hundred Percent (100%) of the Employee's premium costs for the following Plans:

O.H.I.P.

Blue Cross Comprehensive Extended Health Care
(\$25./\$50. deductible)

Blue Cross Vision Care

Effective October 1st, 1989,
Eighty Dollar (\$80.)
Eye Glass Subsidy;

Effective January 1st. 1990,
Ninety Dollar (\$90.)
Eye Glass Subsidy;

Effective January 1st, 1991,
One Hundred Dollar (\$100.)
Eye Glass Subsidy

Group Life Insurance
valued at Ten Thousand Dollars (\$10,000.)
and reducing to Three Thousand Dollars (\$3,000.)
Employee paid at age sixty-five (65)

Further to the above, a Retired Employee shall have the option of participating at his/her own cost in a Blue Cross Dental Plan #9 at the 1986 O.D.A. Fee Schedule.

22:06(1)(ii) Spousal Coverage - For Employees who now qualify for Benefits under the provisions of Article #23:05, the Employer agrees to provide continuance of coverage to the spouse and dependents until the spouse attains the age of sixty-five (65) or upon remarriage, whichever comes first, but in no case shall extend beyond five (5) years after the death of the Pensioner. (Dependents defined as per Existing Plans.)

ARTICLE #22 - HOSPITALIZATION, MEDICAL BENEFITS,
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

22:06 Employee Early Retirement/Disabled Benefit Plan (Cont'd)

22:06(2) The above Benefit Plan will be applied in the following manner :

(i) The Benefit Package will only be paid until the recipient attains the age of sixty-five (65).

(ii) Eligibility for the Benefit Plan - Only Employees of the Region who have attained fifteen (15) years of continuous service with The Regional Municipality of Sudbury, inclusive of any continuous service with any other Local Municipality or Local Board will be eligible for the above-mentioned Package provided:

a) they have elected to apply for and receive an O.M.E.R.S. Early Retirement Pension within ten (10) years of normal retirement

OR

b) they have elected to apply for and receive an O.M.E.R.S. Disability Pension prior to the age of sixty-five (65)

OR

c) when they are no longer an Employee of the Region because of a work related disability received while working at and for the Region and for which they receive and continue to receive a Permanent W.C.B. Pension which is and was assessed against the Region

OR

d) when they are no longer an Employee of the Region because of a disability for which they are receiving benefits from the Weekly Indemnity or Long Term Disability Plan in existence at the Region.

(iii) The Employer is prepared to extend the eligibility for the Employer Paid Retired/Disabled Employee Benefit Plan to those Employees who would have attained fifteen (15) years of continuous service with the Region within twelve (12) months of termination of employment due to disability.

ARTICLE #22 - HOSPITALIZATION, MEDICAL BENEFITS,
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

22:06 Employee Early Retirement/Disabled Benefit Plan (Cont'd)

The effective date of this Retired/Disabled Employee Package would be April 1st, 1987 following ratification of the Contract by the Parties; the Qualifying Date is January 1st, 1987.

22:06(3) It is also to be understood that the payment of L.T.D. Benefits will cease when;

- a) the gross monthly income payable to the Employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation and supplemental retirement benefits if applicable (including a lump sum benefit for three (3) consecutive years or less) are equal to or greater than the total monthly income payable to the Employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

OR

- b) when the recipient becomes eligible for a Pension under the O.M.E.R.S. Ninety (90) Factor.

ARTICLE #23 - SICK AND BEREAVEMENT LEAVE

23:01 Sick Leave

All Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-Law of The Regional Municipality of Sudbury and statutory amendments thereto. It is agreed and understood that the Sick Leave By-Law of the Employer will not be amended during the life of this Agreement so as to adversely affect the Employees covered by this Agreement.

ARTICLE #23 - SICK AND BEREAVEMENT LEAVE (CONT'D)

23:02 Bereavement Leave

23:02(1) In the case of the demise of a member of the Immediate Family, Permanent and Probationary Employees shall be permitted a Leave of Absence with pay for three (3) consecutive working days. Immediate Family shall mean: father, step-father, mother, step-mother, wife, husband, bona fide common law spouse, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law, grandparents and grandchildren. Bereavement Leave of absence with pay for the demise of members of the Immediate Family shall not be deducted from the Employee's accumulated Sick Leave Credits.

23:02(2) In the case of the demise of a brother-in-law or a sister-in-law, Permanent and Probationary Employees shall be permitted Leave of Absence for three (3) consecutive working days.

The first two (2) working days of any Bereavement Leave of absence for the demise of a brother-in-law or a sister-in-law shall be paid to Permanent and Probationary Employees.

The third working day, if any, of any Bereavement Leave of absence for the demise of a brother-in-law or sister-in-law shall be deducted from a Permanent Employee's accumulated Sick Leave Credits.

23:02(3) In the event that the death of a member of an Employee's Family, as defined in Articles #23:02(1) or #23:02(2), requires the Employee to travel more than two hundred (200) miles to attend at the funeral, an additional two (2) days without pay shall be allowed if requested in writing by the Employee prior to departure.

23:02(4) Permanent and Probationary Employees shall complete the APPLICATION FOR BEREAVEMENT LEAVE PAY FORM, APPENDIX "C" attached hereto, for consideration of payment for any Bereavement Leave by the Employer.

23:02(5) Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the funeral.

23:02(6) An Employee may elect to defer one (1) day of his Bereavement Leave to be used for the attendance at the actual interment.

ARTICLE #23 - SICK AND BEREAVEMENT LEAVE (CONT'D)

.02 Bereavement Leave (Cont'd)

23:02(7) When an Employee qualifies for Bereavement Leave during his or her period of vacation, there shall be no deduction from Vacation Credits for such occurrence. The period of vacations so displaced shall be rescheduled as mutually agreed upon between the Employee and his Supervisor/Foreman.

ARTICLE #24 - PENSION PLANS

24:01(1) The Pension Plan established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Employer and the Union.

24:01(2) All Employees reaching Normal Retirement Age of age sixty-five (65) shall be obliged to retire from the service of the Employer and at such time shall be eligible to be paid any pension and/or retirement allowance to which they are entitled under the Regional Retirement Allowance By-Law #75-15 of The Regional Municipality of Sudbury.

24:01(3) Pensions - Past Service Pension Trust Fund

A Trust Fund will be established with the Employer's contribution of Thirty Thousand Dollars (\$30,000.) per annum maximum for a total of fifteen (15) years, commencing with the year 1988, for the purpose of the establishment of a Retirement Incentive Plan.

ARTICLE #25 - WET, STORMY AND INCLEMENT WEATHER

25:01 During wet, stormy and extremely cold or extremely hot weather, the Employer will endeavour to provide inside work for Employees who usually work outside. except in cases of emergency. During wet or inclement weather, rubber suits, hats and boots will be supplied, and the Employees will be charged the actual cost for the same and will be credited for those articles when they are returned. The Employer shall further provide lockers for Employees where such Employees may store the said clothing while not in use.

25:02(1) Emergencies in this Article shall mean any condition which the Employer considers to be detrimental to the safety, health, comfort and general welfare of the residents of The Regional Municipality of Sudbury.

25:02(2) A Declaration of an Emergency as outlined in Article #25:02(1) will only be made by the Superintendent of Operations/General Foreman Environmental Section or persons occupying positions above these ranks.

ARTICLE #23 - SICK AND BEREAVEMENT LEAVE (CONT'D)

23:02 Bereavement Leave (Cont'd)

23:02(7) When an Employee qualifies for Bereavement Leave during his or her period of vacation, there shall be no deduction from Vacation Credits for such occurrence. The period of vacations so displaced shall be rescheduled as mutually agreed upon between the Employee and his Supervisor/Foreman.

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25:02(2) A Declaration of an Emergency as outlined in Article #25:02(1) will only be made by the Superintendent of Operations/General Foreman Environmental Section or persons occupying positions above these ranks.

ARTICLE #26 - PAY DAYS;

26:01 Pay Days shall be every second Friday in the morning, except that, should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day, provided no interruption beyond the control of the Employer is encountered.

26:02 The Employer will show conspicuously in writing on the pay envelope or slip accompanying the wages paid to each Employee the following facts: Employee's wage rate, number of regular hours worked, number of overtime hours worked (overtime may be converted into regular hours) and all deductions made.

ARTICLE #27 - BULLETIN BOARDS

27:01 The Employer agrees that the Union shall have the right to use Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post notices of meetings and other such notices that may be of interest to the Employees concerned.

ARTICLE #28 - GENERAL

28:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall be deemed to be part of this Agreement and shall be appended hereto.

28:02(1) The Union agrees that the Employer shall have the right to send Permanent Employees for medical checks and eye tests during normal working hours. The cost thereof to be borne by the Employer.

28:02(2) Employees shall have the right, upon receipt of the Medical Report, to provide evidence to the contrary at his own expense.

28:02(3) In the event that the Reports do not agree, differences may be settled in accordance with the Grievance Procedure and. in default of settlement at this Stage, shall be settled by an Arbitration Board formed of three (3) qualified Medical Practitioners, one (1) appointed by the Union. one (1) appointed by the Employer, within seven (7) days of filing the respective Reports, both of whom shall appoint a third Medical Practitioner, who shall be Chairman. In default of such appointment. either Party may apply to The Ontario Labour-Management Arbitration Commission for such appointment. The decision of a majority is a decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

ARTICLE #28 - GENERAL (CONT'D)

28:03(1)(i) The Employer shall bear the cost of supplying and laundering two (2) pairs of coveralls per week for each of the Motor Mechanics, Thuro Crew and Dredging Crew, Sanitary Sewer Flusher Vactor Crews, and one (1) pair per week for each of the Camera Crew, Backhoe operators and Mechanical Equipment Operators.

28:03(1)(ii) That the Employer shall bear the cost of supplying and laundering of Uniforms (shirt and pants) for Environmental Section Employees in the following classifications: Operators "A" and "B" - Water, Operators "A" and "B" - Sewage, Plants Servicemen, Plants Servicemen Helpers, Pumping Station Attendants, Pumping Station Attendant Helpers. Licensed Electricians, Instrument Technicians, and in the following manner: For all new Environmental Section Employees in the above-noted classifications, the Employer shall provide three (3) complete uniforms of one (1) short sleeved shirt, one (1) long sleeved shirt and one (1) pair of pants, upon the successful completion of their Trial or Probationary Period.

28:03(1)(iii) That the Employer shall bear the cost of supplying to each Environmental Section Employee in the above-noted classifications, up to a maximum of three (3) replacement parts of the uniform; two (2) shirts and one (1) pair of pants, each calendar year commencing in the year following the completion of one (1) full year's service in the Environmental Section.

28:03(2) The Employer agrees to supply each Permanent and Probationary Employee with one (1) pair of winter gloves and one (1) pair of summer gloves on an annual basis. When considered necessary, the Employer will supply Employees with rubber gloves. The quality and design of the gloves will continue as presently issued and will be provided by May 1st and October 1st of any given year.

ARTICLE #28 - GENERAL (CONT'D)

28:03(3) The Employer shall bear the cost of supplying and laundering of uniforms, the wearing of which is mandatory for permanent Employees in the classifications of Trouble Investigators, Trouble Investigator Helpers, Metermen and Metermen Helpers.

Those Employees who occupy these positions on a permanent basis on March 30th, 1987 shall be provided with three (3) complete uniforms consisting of three (3) short sleeved shirts, three (3) long sleeved shirts and three (3) pairs of pants, and one (1) winter and three (3) summer jackets.

Permanent Employees who occupy these positions on a permanent basis after March 30th, 1987 will receive this allotment upon the successful completion of their Trial or Probationary Period.

The Employer shall bear the cost of supplying to each of the permanent incumbents in these positions with a total of two (2) replacement pieces (shirts/pants) and one (1) jacket on an annual basis.

28:03(4) Employees will be transported in covered vehicles similar to the kind presently in use, from designated depots to the relative job sites at the commencement of a shift. They shall be returned to the depots in a similar manner for the termination of the said shift.

28:03(5) An Employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave.

28:04 Trade School Attendance - Employees

Employees while in full-time attendance at a Trade School shall continue receiving all benefits provided under Article #22:01 of this Collective Agreement. Such Employee's Sick Leave, Vacation and Seniority accruals shall not be pro-rated as a result of full-time attendance at the said Trade School.

ARTICLE #28 - GENERAL (CONT'D)

28:05 Employee Relocation

28:05(1) Any Employee wishing to relocate to another reporting depot shall do so through the Job Posting Procedure under Article #13. Should a Job Posting occur in an Employee's own permanent classification at another reporting depot, the Employee may submit his application for such Job Posting.

28:05(2) Should an Employee in the Labourer classification wish to relocate to another reporting depot and/or Section, he shall make such request, in writing, to the Director of Operations for consideration of transfer before new Employees are considered for the new Labourer vacancy.

28:06 The Parties agree to commit themselves to improve communications. To this end, the Employer hereby agrees that representatives of its administration will meet with the Union from time-to-time, and preferably at least three (3) times per annum, during the Term of this Collective Agreement, to discuss problems arising with the administration of the Collective Agreement, and to discuss other problems which may further assist in improvement in Employer/Union relations (eg. technological change, absenteeism, contracting out).

28:07 Safety Footwear

 The Employer will subsidize the purchase of Safety Footwear to Permanent and Probationary Employees as determined by The Occupational Health and Safety Act, 1978 and Regulations for Construction Projects in the amount of Sixty Dollars (\$60.) per annum upon the production of a valid sales receipt for the current year effective September 23rd, 1989.

 The Employer will permit Permanent and Probationary Employees to accumulate the annual Sixty Dollar (\$60.00) Subsidy into the following year. However, during 1989, the Safety Footwear Subsidy with carryover from 1988, that shall be paid by the Employer, will be up to the actual cost of the safety boots to a maximum of One Hundred Fifteen Dollars (\$115.00). The wearing of safety boots or safety shoes must also be in conformance with the Regional Safety Rules.

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

ARTICLE (28 - GENERAL (CONT'D))

28:07 Safety Footwear (Cont'd)

Effective January 1st. 1990, the Safety Footwear Subsidy will increase to Sixty-five Dollars (\$65.00). with a carry-over amount of One Hundred Twenty-five Dollars (\$125.00) in 1990.

Effective January 1st, 1991, the Safety Footwear Subsidy will increase to Seventy Dollars (\$70.00), with a carry-over amount of One Hundred Thirty-five Dollars (\$135.00) in 1991.

28:08 Tool Allowance

28:08(1)(i) Effective the second pay day each year, the Employer agrees to pay a Tool Allowance of One Hundred Sixty-five Dollars (\$165.00) per annum (calendar year) to each of the Employees permanently classified as: Licensed Electrician, Licensed Bodyman, Licensed Welder, Plants Serviceman, Lead Hand (Carpenter Shop).

Effective January 1st, 1990, this Tool Allowance will be increased to One Hundred Seventy-five Dollars (\$175.00) per annum (calendar year).

Effective January 1st. 1991, this Tool Allowance will be increased to One Hundred Eighty-five Dollars (\$185.00) per annum (calendar year).

28:08(1)(ii) Effective the second pay day each year, the Employer agrees to pay a Tool Allowance of One Hundred Eighty Dollars (\$180.00) to Licensed Mechanics.

Effective January 1st, 1990, this Tool Allowance will be increased to One Hundred Ninety Dollars (\$190.00).

Effective January 1st, 1991, this Tool Allowance will be increased to Two Hundred Dollars (\$200.00).

28:08(1)(iii) Effective the second pay day each year, the Employer agrees to pay a Tool Allowance of Ninety-five Dollars (\$95.00) to Mechanic Helpers, Small Motor Repairmen and Apprentice Mechanics.

Effective January 1st, 1990, this Tool Allowance will be increased to One Hundred Five Dollars (\$105.00).

Effective January 1st. 1991, this Tool Allowance will be increased to One Hundred Fifteen Dollars (\$115.00).

ARTICLE #28 - GENERAL (CONT'D)

28:08(2) The same Allowance as outlined in Article #28:08(1) shall be paid to each Employer sponsored Apprentice Mechanic on receipt of his provincial accreditation as a Licensed Mechanic. The first payment shall be paid within one (1) month of receipt by the Employer of the Employee's provincial accreditation (licensing). Subsequently, annual payments will be paid in the second pay period in January of each subsequent calendar year the Employee is engaged full-time in a Mechanic's rate.

ARTICLE #29 - SCHEDULES

29:01(1) Attached hereto and forming an integral part of this Collective Agreement are the following Schedules and Appendixes:

- SCHEDULE "A" - JOB CLASSIFICATIONS AND RELATIVE WAGE RATES
- SCHEDULE "A-1" - RETIREMENT INCENTIVE
- SCHEDULE "B-1" - SEWAGE PLANT OPERATORS SHIFT SCHEDULE
- SCHEDULE "B-2" - WATER TREATMENT PLANT OPERATORS WAHNAPITAE TREATMENT PLANT
- SCHEDULE "B-3" - SEWAGE PLANT OPERATORS SUDBURY SEWAGE TREATMENT PLANT - THREE (3) SHIFT OPERATION
- SCHEDULE "B-4" - SEWAGE PLANT OPERATORS SUDBURY SEWAGE TREATMENT PLANT - TWO (2) SHIFT OPERATION

(That Employees working shift work under Schedules "B-2", "B-3" and "B-4" will be paid for their one-half (1/2) hour lunch period during each full shift.)

- APPENDIX "A" - ADVANCE VACATION PAY REQUEST
- APPENDIX "B" - TROUBLE INVESTIGATORS SHIFT SCHEDULE
- APPENDIX "C" - APPLICATION FORM BEREAVEMENT LEAVE PAY

ARTICLE 129 - SCHEDULES (CONT'D)

29:01(1) The Employer and the Union have agreed that:

- 1) Effective January 1st, 1989, a Four point Five Percent (4.5%) General Wage Increase be applied to those rates in effect on December 31st, 1988 as per Schedule "A" of the Collective Agreement;
 - 2) Effective July 1st, 1989, a Two Percent (2%) General Wage Increase be applied to those rates in effect on June 30th 1989 as per Schedule "A" of the Collective Agreement;
 - 3) Effective January 1st, 1990, a Three Percent (3%) General Wage Increase be applied to those rates in effect on December 31st, 1989 as per Schedule "A" of the Collective Agreement;
 - 4) Effective July 1st, 1990, a Two Percent (2%) General Wage Increase be applied to those rates in effect on June 30th, 1990 as per Schedule "A" of the Collective Agreement;
 - 5) Effective January 1st, 1991, a Three Percent (3%) General Wage Increase be applied to those rates in effect on December 31st, 1990 as per Schedule "A" of the Collective Agreement;
- and
- 6) Effective July 1st, 1991, a Two Percent (2%) General Wage Increase be applied to those rates in effect on June 30th, 1991 as per Schedule "A" of the Collective Agreement.

SCHEDULE "A" - JOB CLASSIFICATIONS AND RELATIVE WAGE

RATES - shall indicate the classifications and their relative basic rates of pay as of December 31st, 1988, January 1st, 1989, July 1st, 1989, January 1st, 1990, July 1st, 1990, January 1st, 1991 and July 1st, 1991.

C.O.L.A.

After each one-half (1/2) of One Percent (1%) increase in the National CPI (1981 = 100) beyond Five Percent (5%) for the period commencing July 1st, 1989 to June 30th, 1990 inclusive Schedule "A" in effect on June 30th, 1990 will be adjusted by one-half (1/2) of One Percent (1%).

The same conditions will apply for the period July 1st, 1990 to June 30th, 1991 inclusive.

It is to be understood that the above C.O.L.A. Clause ceases to exist effective July 1st, 1991.

ARTICLE #29 - SCHEDULES (CONT'D)

29:01(2) Classification Adjustments

Effective July 1st, 1989, the Licensed Bodyman is to have a Classification Adjustment of Twenty-two Cents (5.22) per hour.

Effective July 1st, 1989, those Licensed Mechanics with the Heavy Equipment or Diesel Equipment endorsement are to have a Classification Adjustment of Thirty Cents (\$.30) per Hour.

Effective July 1st, 1989, those individuals assisting the Flusher Vacuum Equipment Operator in the operation of that piece of equipment are to be paid the rate of Utilityman.

29:02 Raw Sewage

29:02(1) Raw Sewage Premium shall be paid to the following Employees:

Trouble Investigator

Trouble Investigator Helper
or their Designates

These Employees shall receive a Weekly Premium of two and one-half (2 1/2) hours pay at the regular rate in lieu of all work in raw sewage. This Weekly Premium does not apply to vacations, sick leave, and other benefits and will be pro-rated for any absences from work with the exception of Statutory Holidays defined in Article #15 - SPECIFIED-PAID HOLIDAYS.

29:02(2) A Premium of one-half (1/2) hour's pay at the prevailing rate shall be paid for every four (4) hours work or less involving the functions connected with live sanitary sewers by the Dredging and Thuro Flushing Crew and Flusher Vacuum Equipment Crew.

29:02 3) All Employees, except those otherwise dealt with in Article #29:02(1), sub-sections (1) and (2) and Article #29:02(2) shall receive a Raw Sewage Premium of Six Dollars (\$6.00) an hour for every hour they are in contact with raw sewage while performing the following functions:

- a) maintenance or reconstruction of sanitary mains and sewer services
- b) cleaning of lift station wet wells
- c) removal of raw sewage from manholes
- d) removal of sludge from the aeration zone, clarifiers and drying beds
- e) cleaning of basements flooded with raw sewage

ARTICLE #29 - SCHEDULES (CONT'D)

29:02 Raw Sewage (Cont'd)

29:02(3) (Cont'd)

Should the Employer introduce new operations requiring work in raw sewage or should the Employer change existing practices with respect to rodding of sewer services, the Employer agrees to meet with the Union to discuss the possible application of Raw Sewage Premium under Article #29:02(1).

Note: The effective date of implementation for Sub-section (3) above will coincide with the purchase of Past Service or the Employer's contribution to the Pension Reserve Fund.

29:02(4) Employees of the "Plants Section" are to be paid a Weekly Premium of the hours detailed below at straight time in lieu of all work in raw sewage.

This weekly premium does not apply to vacations, sick leave and other benefits and will be pro-rated for any absence from work with the only exception being Statutory Holidays, under Article #15 - SPECIFIED PAID HOLIDAYS.

Pumping Station Attendant	- 15	hours
Pumping Station Attendant Helper	- 3	hours
Plants Serviceman	- 7	hours
Plants Serviceman Helper	- 3	hours
*Sewage Plant Operator "A"	- 3	hours
*Sewage Plant Operator "B"	- 3	hours
Electrician	- 2	hours
Electrician Apprentice	- 1/2	hour
Instrument Technician	- 1	hour

*To revert to two (2) hours per week upon elimination of Lift Station in their areas.

Effective December 1st, 1991, the Raw Sewage Premium will be adjusted to Six Dollars (\$6.00) times the applicable hourly allotment, and SCHEDULE "A-1" - RETIREMENT INCENTIVE will be implemented effective October 1st, 1989.

ARTICLE #30 - VALIDITY OF AGREEMENT



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

ARTICLE #31 - TERM OF AGREEMENT

31:01 This Agreement shall be in effect from the 1st day of January 1989 and shall remain in effect until the 31st day of December 1991, and, unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and **so** on from year to year thereafter.

31:02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety (90) calendar days prior to the expiration date of the Agreement or anniversary date of such expiration date.

31:03 If notice of amendments or termination is given by either Party, pursuant to Article #31:02, the other Party, if requested to do **so**, agrees to meet for the purpose of negotiations within twenty-eight (28) calendar days from receipt of the said notice provided that the Party giving the notice, if requested by the other Party, shall consent to a reasonable extension to the twenty-eight (28) calendar day period.

ARTICLE #32 - REPORTING PAY

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

ARTICLE #33 - CONTRACTING OUT

33:01 The Parties hereto agree that for the Term of this Agreement there shall be no restriction on contracting out by the Employer of their work or services of a kind now performed by Employees herein represented; provided, however, that no Permanent Employee of the Employer who was such on January 1st. 1989, shall as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

Effective January 1st, 1990, this Clause is to be updated to state "January 1st. 1990".

Effective January 1st, 1991, this Clause is to be updated to state "January 1st, 1991".

ARTICLE #34 - DEFINITIONS

34:01 A PERMANENT EMPLOYEE - is an Employee who has successfully completed the maximum probationary period of three (3) months in the service of the Employer.

34:02 A PROBATIONARY EMPLOYEE - is an Employee who is serving a maximum probationary period of three (3) months with the Employer prior to being considered as a Permanent Employee.

34:03 A TEMPORARY EMPLOYEE - means an Employee hired for a period of no longer than seven (7) consecutive months in the service of the Employer. A Temporary Employee shall not establish seniority except when such Employee remains in the employment of the Employer for a period of more than seven (7) consecutive months He shall then automatically rank as a Permanent Employee. For such Employee, his seniority shall then be established from his latest date of continuous service with the Employer. The employment of such Employee may be terminated at any time during the first seven (7) months without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article #4 hereof, as the basis of termination.

34:04 BASIC RATE - is the rate of pay for the permanent job classification of the Employee.

34:05 REGULAR RATE - is the rate of pay for the job classification in which an Employee is presently working.

ARTICLE #34 - DEFINITIONS (CONT'D)

34:06(1) Except for SCHEDULES "B-2", "B-3" and "B-4" of this Collective Agreement, an EVENING SHIFT shall be defined as hours worked between 4:00 p.m. and 12:00 p.m. (midnight).

34:06(2) Except for SCHEDULES "B-2", "B-3" and "B-4" of this Collective Agreement, a NIGHT SHIFT shall be defined as hours worked between 12:00 p.m. (midnight) and 8:00 a.m.

34:07(1) A STANDARD REPORTING DEPOT shall be understood **as** being an appropriate structure having the following essentials: sufficient Employee lockers, adequate eating, washing and toilet facilities. The Standard Reporting Depot shall be maintained in a clean condition.

34:07(2) That when an Employee is directed to report to a new Reporting Depot for a period of five (5) successive working days or less, the Employer will provide transportation to and from the job site from the current Reporting Depot.

34:07(3) That when an Employee is directed to report to a new Reporting Depot for a period of five (5) successive working days or more, the Employer will provide transportation to and from the job site from the Employee's current Reporting Depot for the first five (5) working days. Thereafter, the Employee shall provide his own transportation to and from the new Reporting Depot.

34:07(4) The Parties agree that transportation for five (5) successive working days will be provided to Employees who are directed to return to their original job site in a limited posting situation when less than seven (7) calendar days notice is given by the Employer.

ARTICLE #35 - DISCIPLINE

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

ARTICLE #36 - NOTIFICATIONS

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

ARTICLE #37 - COLLECTIVE AGREEMENT - EXTENSION OF TERM

37:01 Notwithstanding Article #31 - TERM OF AGREEMENT, the Employer and the Union agree to the provisions of Section 44(2) of The Labour Relations Act, R.S.O. 1970, Chapter 232 and amendments thereto.

ARTICLE #38 - HEALTH AND SAFETY

38:01 The Union and Employer shall co-operate in improving rules and practices which will provide adequate protection to Employees engaged in any work for the Employer.

38:02 A Health and Safety Committee shall be established in order to improve the health and safety standards, and be composed of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The meetings will be chaired alternately between the Union and a Management Representative.

38:03 The Health and Safety Committee shall hold bi-monthly meetings or more often if an emergency situation warrants it, and will deal with all unsafe, hazardous or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings during their regular working hours. Copies of minutes of all Committee Meetings shall be sent to the Employer and to the Union.

38:04 No Employee shall be disciplined for acting in compliance with the applicable Acts and Safety Manual or for seeking enforcement of the provisions of the Acts and Safety Manual.

38:05 All injuries resulting from on-the-job accidents, however small, shall be reported to their Immediate Supervisor and the Accident Records Clerk, who shall record it in the Accident Ledger. This Report must be made as soon as possible after the injury. The Immediate Supervisor will investigate and report to the Safety Officer who will report all injuries to the Safety and Health Committee at its next meeting, on the nature and cause of the accident.

ARTICLE #38 - HEALTH AND SAFETY (CONT'D)

38:06 All Employees shall report unsafe acts or unsafe conditions to their Immediate Supervisor as per the duties of Workers under The Occupational Health and Safety Act. The Supervisor will investigate and take corrective action as required. The Safety Officer will report to the Health and Safety Committee at its next meeting on the nature and disposition of the Report.

38:07 Employees working in any dangerous jobs will be provided with the necessary tools. The safety equipment and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

38:08 The Employer will grant a paid Leave of Absence to the designated member of the Union Health and Safety Committee in order that he may investigate any critical accidents. This investigation will be conducted in conjunction with the Safety Officer and a copy of the Report will be given to the Health and Safety Committee.

ARTICLE #39 - AGREEMENT - SIGNING AUTHORITIES

39:01 IN WITNESS WHEREOF the Parties hereto have set their hands and corporate seals to this Agreement.

DATED at The Regional Municipality of Sudbury, Ontario
this 27th day of February, A.D. 1991.

THE REGIONAL MUNICIPALITY OF
SUDBURY

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #6, C.L.C.

Reviewed By
<i>RS</i>
LEGAL
ENGINEERING
TREASURY
PLANNING
OTHER

CHAIRMAN

PRESIDENT

CLERK

SECRETARY

WITNESS

REPRESENTATIVE

VICE-PRESIDENT

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

SCHEDULE "A"

JOB CLASSIFICATIONS, ADJUSTMENTS AND WAGE RATES

1989

<u>CLASSIFICATIONS</u>	<u>Dec. 31</u> <u>1988</u>	<u>Jan. 1</u> <u>1989</u>	<u>Class.</u> <u>Adjust.</u>	<u>July 1</u> <u>1989</u>
BACKHOE OPERATOR	\$13.33	\$13.93	\$	\$14.21
BLASTER	13.32	13.92		14.20
BRICKLAYER	13.07	13.66		13.93
DELIVERYMAN	12.19	12.74		12.99
DRILLER	12.44	13.00		13.26
ELECTRICIAN HELPER	12.93	13.51		13.78
FLAGMAN	12.25	12.80		13.06
FLUSHER-VACUUM EQUIPMENT OPERATOR	13.39	13.99		14.27
GRADER OPERATOR	13.99	14.62		14.91
HYDRANT MAN	12.84	13.42		13.69
HYDRANT MAN TRAINEE		13.04		13.30
INSTRUMENT TECHNICIAN	15.81	16.52		16.85
JANITOR	12.16	12.71		12.96
PERMANENT LABOURER	12.13	12.68		12.93
PROBATIONARY LABOURER	12.13	12.68		12.93
TEMPORARY LABOURER	12.13	12.68		12.93
LEAD HAND	13.94	14.57		14.86
LICENSED BODYMAN	14.17	14.81	.22	15.33
LICENSED ELECTRICIAN	15.33	16.02		16.34
LICENSED MECHANIC	15.33	16.02		16.34
LICENSED MECHANIC SPECIAL		16.02	.30	16.64
LICENSED WELDER	14.60	15.26		15.57
MAINTENANCEMAN	12.93	13.51		13.78
MAINTENANCEMAN TRAINEE		13.09		13.35
MECHANIC HELPER	12.93	13.51		13.78
MECHANICAL EQUIPMENT OPERATOR	13.01	13.60		13.87
MECHANICAL EQUIPMENT/YARD OPERATOR	13.19	13.78		14.06
METERMAN	13.20	13.79		14.07
METERMAN HELPER	12.69	13.26		13.53
METER SHOP SUB-FOREMAN	14.88	15.55		15.86
MOTOR FUELS & WEIGH SCALE CLERK	13.33	13.93		14.21
PIPEFITTER	12.69	13.26		13.53
PLANTS SERVICEMAN	14.37	15.02		15.32
PLANTS SERVICEMAN HELPER	12.69	13.26		13.53
PUMP STATION ATTENDANT	12.78	13.36		13.63
PUMP STATION ATTENDANT HELPER	12.31	12.86		13.12
SEWAGE PLANT OPERATOR "A"	14.06	14.69		14.98
SEWAGE PLANT OPERATOR "B"	12.51	13.07		13.33
SHOVEL OPERATOR	14.43	15.08		15.38
SIGN PAINTER	13.41	14.01		14.29
SMALL MOTOR REPAIRMAN	13.13	13.72		13.99
SUB-FOREMAN	14.88	15.55		15.86
TROUBLE INVESTIGATOR	13.12	13.71		13.98
TROUBLE INVESTIGATOR HELPER	12.31	12.86		13.12
TRUCK CRANE OPERATOR	13.49	14.10		14.38
TRUCK DRIVER	12.51	13.07		13.33
TRUCK DRIVER - SNOW PLOW	12.81	13.39		13.66
TRUCK DRIVER - UNDERBODY PLOW	12.81	13.39		13.66
UTILITY MAN	12.25	12.80		13.06
WATER TREATMENT PLANT OPERATOR "A"	14.06	14.69		14.98
WATER TREATMENT PLANT OPERATOR "B"	12.51	13.07		13.33
WELDER HELPER	12.93	13.51		13.78

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SCHEDULE "A"

JOB CLASSIFICATIONS, ADJUSTMENTS AND WAGE RATES

1990

<u>CLASSIFICATIONS</u>	<u>Dec. 31</u> <u>1989</u>	<u>Jan. 1</u> <u>1990</u>	<u>July 1</u> <u>1990</u>
BACKHOE OPERATOR	\$14.21	\$14.64	\$14.93
BLASTER	14.20	14.63	14.92
BRICKLAYER	13.93	14.35	14.64
DELIVERYMAN	12.99	13.38	13.65
DRILLER	13.26	13.66	13.93
ELECTRICIAN HELPER	13.78	14.19	14.47
FLAGMAN	13.06	13.45	13.72
FLUSHER-VACUUM EQUIPMENT OPERATOR	14.27	14.70	14.99
GRADER OPERATOR	14.91	15.36	15.67
HYDRANT MAN	13.69	14.10	14.38
HYDRANT MAN TRAINEE	13.30	13.70	13.97
INSTRUMENT TECHNICIAN	16.85	17.36	17.71
JANITOR	12.96	13.35	13.62
PERMANENT LABOURER	12.93	13.32	13.59
PROBATIONARY LABOURER	12.93	13.32	13.59
TEMPORARY LABOURER	12.93	13.32	13.59
LEAD HAND	14.86	15.31	15.62
LICENSED BODYMAN	15.33	15.79	16.11
LICENSED ELECTRICIAN	16.34	16.83	17.17
LICENSED MECHANIC	16.34	16.83	17.17
LICENSED MECHANIC SPECIAL	16.64	17.14	17.48
LICENSED WELDER	15.57	16.04	16.36
MAINTENANCEMAN	13.78	14.19	14.47
MAINTENANCEMAN TRAINEE	13.35	13.75	14.03
MECHANIC HELPER	13.78	14.19	14.47
MECHANICAL EQUIPMENT OPERATOR	13.87	14.29	14.58
MECHANICAL EQUIPMENT/YARD OPERATOR	14.06	14.48	14.77
METERMAN	14.07	14.49	14.78
METERMAN HELPER	13.53	13.94	14.22
METER SHOP SUB-FOREMAN	15.86	16.34	16.67
MOTOR FUELS & WEIGH SCALE CLERK	14.21	14.64	14.93
PIPEFITTER	13.53	13.94	14.22
PLANTS SERVICEMAN	15.32	15.78	16.10
PLANTS SERVICEMAN HELPER	13.53	13.94	14.22
PUMP STATION ATTENDANT	13.63	14.04	14.32
PUMP STATION ATTENDANT HELPER	13.12	13.51	13.78
SEWAGE PLANT OPERATOR "A"	14.98	15.43	15.74
SEWAGE PLANT OPERATOR "B"	13.33	13.73	14.00
SHOVEL OPERATOR	15.38	15.84	16.16
SIGN PAINTER	14.29	14.72	15.01
SMALL MOTOR REPAIRMAN	13.99	14.41	14.70
SUB-FOREMAN	15.86	16.34	16.67
TROUBLE INVESTIGATOR	13.98	14.40	14.69
TROUBLE INVESTIGATOR HELPER	13.12	13.51	13.78
TRUCK CRANE OPERATOR	14.38	14.81	15.11
TRUCK DRIVER	13.33	13.73	14.00
TRUCK DRIVER - SNOW PLOW	13.66	14.07	14.35
TRUCK DRIVER - UNDERBODY PLOW	13.66	14.07	14.35
UTILITY MAN	13.06	13.45	13.72
WATER TREATMENT PLANT OPERATOR "A"	14.98	15.43	15.74
WATER TREATMENT PLANT OPERATOR "B"	13.33	13.73	14.00
WELDER HELPER	13.78	14.19	14.47

SCHEDULE "A"

JOB CLASSIFICATIONS, ADJUSTMENTS AND WAGE RATES

1991

<u>CLASSIFICATIONS</u>	<u>Dec. 31</u> <u>1990</u>	<u>Jan. 1</u> <u>1991</u>	<u>July 1</u> <u>1991</u>
BACKHOE OPERATOR	\$14.93	\$15.38	\$15.69
BLASTER	14.92	15.37	15.68
BRICKLAYER	14.64	15.08	15.38
DELIVERYMAN	13.65	14.06	14.34
DRILLER	13.93	14.35	14.64
ELECTRICIAN HELPER	14.47	14.90	15.20
FLAGMAN	13.72	14.13	14.41
FLUSHER-VACUUM EQUIPMENT OPERATOR	14.99	15.44	15.75
GRADER OPERATOR	15.67	16.14	16.46
HYDRANT MAN	14.38	14.81	15.11
HYDRANT MAN TRAINEE	13.97	14.39	14.68
INSTRUMENT TECHNICIAN	17.71	18.24	18.60
JANITOR	13.62	14.03	14.31
PERMANENT LABOURER	13.59	14.00	14.28
PROBATIONARY LABOURER	13.59	14.00	14.28
TEMPORARY LABOURER	13.59	14.00	14.28
LEAD HAND	15.62	16.09	16.41
LICENSED BODYMAN	16.11	16.59	16.92
LICENSED ELECTRICIAN	17.17	17.69	18.04
LICENSED MECHANIC	17.17	17.69	18.04
LICENSED MECHANIC SPECIAL	17.48	18.00	18.36
LICENSED WELDER	16.36	16.85	17.19
MAINTENANCEMAN	14.47	14.90	15.20
MAINTENANCEMAN TRAINEE	14.03	14.45	14.74
MECHANIC HELPER	14.47	14.90	15.20
MECHANICAL EQUIPMENT OPERATOR	14.58	15.02	15.32
MECHANICAL EQUIPMENT/YARD OPERATOR	14.77	15.21	15.51
METERMAN	14.78	15.22	15.52
METERMAN HELPER	14.22	14.65	14.94
METER SHOP SUB-FOREMAN	16.67	17.17	17.51
MOTOR FUELS & WEIGH SCALE CLERK	14.93	15.38	15.69
PIPEFITTER	14.22	14.65	14.94
PLANTS SERVICEMAN	16.10	16.58	16.91
PLANTS SERVICEMAN HELPER	14.22	14.65	14.94
PUMP STATION ATTENDANT	14.32	14.75	15.05
PUMP STATION ATTENDANT HELPER	13.78	14.19	14.47
SEWAGE PLANT OPERATOR "A"	15.74	16.21	16.53
SEWAGE PLANT OPERATOR "B"	14.00	14.42	14.71
SHOVEL OPERATOR	16.16	16.64	16.97
SIGN PAINTER	15.01	15.46	15.77
SMALL MOTOR REPAIRMAN	14.70	15.14	15.44
SUB-FOREMAN	16.67	17.17	17.51
TROUBLE INVESTIGATOR	14.69	15.13	15.43
TROUBLE INVESTIGATOR HELPER	13.78	14.19	14.47
TRUCK CRANE OPERATOR	15.11	15.56	15.87
TRUCK DRIVER	14.00	14.42	14.71
TRUCK DRIVER - SNOW PLOW	14.35	14.78	15.08
TRUCK DRIVER - UNDERBODY PLOW	14.35	14.78	15.08
UTILITY MAN	13.72	14.13	14.41
WATER TREATMENT PLANT OPERATOR "A"	15.74	16.21	16.53
WATER TREATMENT PLANT OPERATOR "B"	14.00	14.42	14.71
WELDER HELPER	14.47	14.90	15.20

SCHEDULE "A-1"
RETIREMENT INCENTIVE

Schedule "A-1" shall apply to the following List of Employees only:

2820-0697 - G. Blais	2820-0537 - J. Brouillard
2820-0319 - F. Caprara	2820-0159 - L. Celli
2820-0146 - M. Charette	2820-0273 - D. DiPietrantonio
2820-0381 - E. Eadie	2820-0506 - R. Gratton
2820-0633 - E. Methe	2820-0325 - R. Ranger
2820-0776 - C. St. Onge	2820-0332 - J.M. Theriault
2820-0415 - J. Thorne	

1) Under this calculation, the Employee or surviving spouse shall be paid on retirement, and bi-weekly thereafter, an amount that when added to the amount received from O.M.E.R.S. would give the Employee or surviving spouse the same benefits in total as would have been received if the Employee's past service had been purchased from the Ontario Municipal Employees Retirement System, subject to any reduction as set out in Paragraph #4 following.

2) The full value of this Retirement Incentive shall be available to those Employees who qualify for an Unreduced Pension under O.M.E.R.S. for a period of

(a) Ninety (90) calendar days following the passage of the By-Law; or

(b) Ninety (90) calendar days following their satisfying the O.M.E.R.S. requirements for Unreduced Pension, whichever is earlier.

3) For the purpose of this document, the Term "Ninety (90) Factor" shall mean the sum in years of age of the Employee counted in years and months plus the service of the Employee with any Employer eligible to participate in O.M.E.R.S. counted in years and months plus credited service with O.M.E.R.S. in years and months which sum shall equal or exceed ninety (90).

SCHEDULE "A-1" - RETIREMENT INCENTIVE (CONT'D)

4) Those Employees who qualify under Paragraph #2 above and who do not retire within the ninety (90) calendar day period will be allowed retirement incentive based on the following sliding scale expressed as a percentage of the value of the Past Service Benefits at time of actual retirement.

<u>Days After Attaining 90 Factor</u>	<u>Percentage of Past Service Benefits as Retirement Incentive</u>
0 days - 90 days	100%
91 days - 1 year	75%
1 year - 2 years	50%
2 years	25%

5) This Retirement Incentive shall be paid to the Employee upon retirement and annually thereafter. This annual payment shall be paid in bi-weekly installments.

6) The Retirement Incentive shall be subject to the same deductions and reductions as O.M.E.R.S. Past Service would have been had it been purchased.

7) The maximum allowable pension is limited to the same Seventy Percent (70%) maximum imposed through O.M.E.R.S. legislation.

SCHEDULE "B-1"

SEWAGE PLANT OPERATORS

ARTICLE #17:02(4)(1)

MONDAY D

TUESDAY D

WEDNESDAY D

THURSDAY D

FRIDAY D

SATURDAY R

SUNDAY R

LEGEND: D = Day Shift
R = Regular Day Off

SCHEDULE "B-2"

WATER OPERATORS

WAHNAPITAE PLANT

SAT.	R	14:00-12:00 N	R	R	R	2:00-24:00 D	R	R	R
SUN.	R	14:00-12:00 N	R	R	R	2:00-24:00 D	R	R	R
MON.	N	D	D	D	D	R	A	D	D
TUES.	N	D	D	D	D	R	A	D	D
WED.	N	R	D	D	D	D	A	D	D
THURS.	N	R	D	D	D	D	A	D	D
FRI.	N	R	D	D	D	R	A	D	D

R = Regular Day Off

N = Night Shift

A = Afternoon Shift

D = Day Shift

"B-3" - SEWAGE OPERATIONS
 SUDBURY SEWAGE TREATMENT PLANT
 THREE SHIFT OPERATIONS

	1	2	3	4	5	6	7
SATURDAY	R	* N 2400-1200	R	* D 1100-2300	R	R	R
SUNDAY	R	* N 2400-1200	R	* D 1100-2300	R	R	R
MONDAY	N	R	D	D	A	D	D
TUESDAY	N	R	D	D	A	D	D
WEDNESDAY	N	D	D	R	A	D	D
THURSDAY	N	D	D	R	A	D	D
FRIDAY	N	R	D	R	A	D	D

R = REGULAR DAY OFF

N = NIGHT SHIFT

A = AFTERNOON SHIFT

D = DAY SHIFT

**"B-4" - SEWAGE OPERATIONS
 SUDBURY SEWAGE TREATMENT PLANT
 TWO SHIFT SCHEDULE**

	1	2	3	4	5	6	7
SATURDAY	R	R	A 1500-2300	D 0800-1600	R	R	R
SUNDAY	R	R	A 1500-2300	D 0800-1600	R	R	R
MONDAY	D	A	R	D	D	D	D
TUESDAY	D	A	R	D	D	D	D
WEDNESDAY	D	A	D	D	D	D	D
THURSDAY	D	A	D	R	D	D	D
FRIDAY	D	A	D	R	D	D	D

R = REGULAR DAY SHIFT

A = AFTERNOON SHIFT

D = DAY SHIFT

APPENDIX "A"

REGIONAL MUNICIPALITY OF SUDBURY

ADVANCE VACATION PAY REQUEST

HOURLY RATED EMPLOYEES

Only those employees actually needing their advance holiday cheque should apply for same in order to reduce the amount of time and labour involved by the Payroll Department.

Advance Holiday Pay will be calculated on the estimated net pay and added to the pay cheque preceding the holiday period.

This application must be in the hands of the Payroll Department not later than four weeks prior to the employee's holiday period.

I, _____

Employee No. _____

Department _____

do hereby apply for an Advance Vacation Pay.

My holiday period is from _____

to _____, and I require the
Advance Pay by payroll period ending _____

EMPLOYEE SIGNATURE _____

APPROVED BY DEPARTMENT HEAD _____

DATE RECEIVED BY PAYROLL DEPARTMENT _____

<u>B</u>				<u>D</u>			
<u>C</u>				<u>E</u>			
	8 - 4	4 - 12	WE		8 - 4	4 - 12	WE
<u>JANUARY /89</u>				<u>FEBRUARY /89</u>			
S1			CD	W1	CD	BE	
M2	STAT	STAT		T2	CD	BE	
T3	CD	BE		F3	CD	BE	
W4	CD	BE		S4			BE
T5	CD	BE		S5			BE
F6	CD	BE		M6	BE	CD	
S7			18	T7	BE	CD	
S8			18	W8	BE	CD	
M9	BE	CD		T9	BE	CD	
T10	BE	CD		F10	BE	CD	
W11	BE	CD		S11			CD
T12	BE	CD		S12			CD
F13	BE	CD		M13	CD	BE	
S14			CD	T14	CD	BE	
S15			CD	W15	CD	BE	
M16	CD	BE		T16	CD	BE	
T17	CD	BE		F17	CD	BE	
W18	CD	BE		S18			18
T19	CD	BE		S19			18
F20	CD	BE		M20	BE	CD	
S21			BE	T21	BE	CD	
S22			BE	W22	BE	CD	
M23	BE	CD		T23	BE	CD	
T24	BE	CD		F24	BE	CD	
W25	BE	CD		S25			CD
T26	BE	CD		S26			CD
F27	BE	CD		M27	CD	BE	
S28			18	T28	CD	BE	
S29			18				
M30	CD	BE					
T31	CD	BE					

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

<u>B</u>				<u>D</u>			
<u>C</u>				<u>e</u>			
8 - 4 4 - 12 WE				8 - 4 4 - 12 WE			
<u>MARCH /89</u>				<u>APRIL /89</u>			
W1	CD	BE		S1			18
T2	CD	BE		S2			18
F3	CD	BE		M3	BE	CD	
S4			BE	T4	BE	CD	
S5			BE	W5	BE	CD	
M6	BE	CD		T6	BE	CD	
T7	BE	CD		F7	BE	CD	
W8	BE	CD		S8			CD
T9	BE	CD		S9			CD
F10	BE	CD		M10	CD	BE	
S11			18	T11	CD	BE	
S12			18	W12	CD	BE	
U13	CD	BE		T13	CD	BE	
T14	CD	BE		F14	CD	BE	
W15	CD	BE		S15			BE
T16	CD	BE		S16			BE
F17	CD	BE		M17	BE	CD	
S18			BE	T18	BE	CD	
S19			BE	W19	BE	CD	
M20	BE	CD		T20	BE	CD	
T21	BE	CD		F21	BE	CD	
W22	BE	CD		S22			18
T23	BE	CD		S23			18
F24	STAT	STAT		U24	CD	BE	
S25			CD	T25	CD	BE	
S26			CD	W26	CD	BE	
M27	STAT	STAT		T27	CD	BE	
T28	CD	BE		F28	CD	BE	
W29	CD	BE		S29			BE
T30	CD	BE		S30			BE
F31	CD	BE					

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in, schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

<u>B</u> <u>C</u>				<u>D</u> <u>E.</u>			
	8 - 4	4 - 12	WE		8 - 4	4 - 12	WE
<u>MAY /89</u>				<u>JUNE /89</u>			
M1	BE	CO		T1	BE	CO	
T2	BE	CO		F2	BE	CO	
W3	BE	CO		S3			18
T4	BE	CD		S4			18
F5	BE	CO		M5	CO	BE	
S6			CO	T6	CO	BE	
S7			CO	W	CO	BE	
M8	CO	BE		T8	CO	BE	
T9	CD	BE		F9	CO	BE	
W10	CO	BE		S10			BE
T11	CO	BE		S11			BE
F12	CD	BE		M12	BE	CO	
S13			18	T13	BE	CO	
S14			18	W14	BE	CO	
M15	BE	CO		T15	BE	CO	
T16	BE	CO		F16	BE	CO	
W17	BE	CO		S17			CO
T18	BE	CO		S18			CO
F19	BE	CO		M19	CO	BE	
S20			CO	T20	CO	BE	
S21			CO	U21	CO	BE	
M22	STAT	STAT		F22	CO	BE	
T23	CO	BE		F23	CO	BE	
W24	CO	BE		S24			18
T25	CD	BE		S25			18
F26	CO	BE		I26	STAT	STAT	
S27			BE	T27	BE	CO	
S28			BE	W28	BE	CO	
M29	BE	CO		T29	BE	CO	
T30	BE	CO		F30	BE	CO	
W31	BE	CO					

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Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

<u>B</u>				<u>D</u>			
<u>C</u>				<u>E</u>			
8 - 4 4 - 12 WE				8 - 4 4 - 12 WE			
<u>JULY /89</u>				<u>AUGUST /89</u>			
S1			CD	T1	CD	BE	
S2			CD	W2	CD	BE	
M3	STAT	STAT		T3	CD	BE	
T4	CD	BE		F4	CD	BE	
W5	CD	BE		S5			18
T6	CD	BE		S6			18
F7	CD	BE		M7	STAT	STAT	
S8			BE	T8	BE	CD	
S9			BE	W9	BE	CD	
M10	BE	CD		T10	BE	CD	
T11	BE	CD		F11	BE	CD	
W12	BE	CD		S12			CD
T13	BE	CD		S13			CD
F14	BE	CD		M14	CD	BE	
S15			18	T15	CD	BE	
S16			18	W16	CD	BE	
M17	CD	BE		T17	CD	BE	
T18	CD	BE		F18	CD	BE	
W19	CD	BE		S19			BE
T20	CD	BE		S20			BE
F21	CD	BE		M21	BE	CD	
S22			BE	T22	BE	CD	
S23			BE	W23	BE	CD	
M24	BE	CD		T24	BE	CD	
T25	BE	CD		F25	BE	CD	
W26	BE	CD		S26			18
T27	BE	CD		S27			18
F28	BE	CD		U28	CD	BE	
S29			CD	T29	CD	BE	
S30			CD	U30	CD	BE	
M31	CD	BE		F31	CD	BE	

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Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

<u>B</u> <u>C</u>				<u>D</u> <u>E</u>			
	8 - 4	4 - 12	WE		8 - 4	4 - 12	WE
<u>SEPTEMBER /89</u>				<u>OCTOBER /89</u>			
F1	CD	BE		S1			BE
S2			BE	M2	BE	CD	
S3			BE	T3	BE	CD	
M4	STAT	STAT		W4	BE	CD	
T5	BE	CD		T5	BE	CD	
W6	BE	CD		F6	BE	CD	
T7	BE	CD		S7			18
F8	BE	CD		S8			18
S9			CD	M9	STAT	STAT	
S10			CD	T10	CD	BE	
M11	CD	BE		W11	CD	BE	
T12	CD	BE		T12	CD	BE	
W13	CD	BE		F13	CD	BE	
T14	CD	BE		S14			BE
F15	CD	BE		S15			BE
S16			18	U16	BE	CD	
S17			18	T17	BE	CD	
M18	BE	CD		W18	BE	CD	
T19	BE	CD		T19	BE	CD	
W20	BE	CD		F20	BE	CD	
T21	BE	CD		S21			CD
F22	BE	CD		S22			CD
S23			CD	M23	CD	BE	
S24			CD	T24	CD	BE	
M25	CD	BE		W25	CD	BE	
T26	CD	BE		T26	CD	BE	
W27	CD	BE		F27	CD	BE	
T28	CD	BE		S28			18
F29	CD	BE		S29			18
S30			BE	M30	BE	CD	
				T31	BE	CD	

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

<u>B</u> <u>C</u>				<u>D</u> <u>E</u>			
	8 - 4	4 - 12	WE		8 - 4	4 - 12	WE
<u>NOVEMBER /89</u>				<u>DECEMBER /89</u>			
W1	BE	CD		F1	BE	CD	
T2	BE	CD		S2			CD
F3	BE	CD		S3			CD
S4			CD	M4	CD	BE	
S5			CD	T5	CD	BE	
M6	CD	BE		W6	CD	BE	
T7	CD	BE		T7	CD	BE	
W8	CD	BE		F8	CD	BE	
T9	CD	BE		S9			18
F10	CD	BE		S10			18
S11			BE	M11	BE	CD	
S12			BE	T12	BE	CD	
M13	STAT	STAT		W13	BE	CD	
T14	BE	CD		T14	BE	CD	
W15	BE	CD		F15	BE	CD	
T16	BE	CD		S16			CD
F17	BE	CD		S17			CD
S18			18	M18	CD	BE	
S19			18	T19	CD	BE	
M20	CD	BE		W20	CD	BE	
T21	CD	BE		T21	CD	BE	
W22	CD	BE		F22	CD	BE	
T23	CD	BE		S23			BE
F24	CD	BE		S24			BE
S25			BE	M25	STAT	STAT	
S26			BE	F26	BE	CD	
M27	BE	CD		T27	BE	CD	
T28	BE	CD		F28	BE	CD	
W29	BE	CD		T29	BE	CD	
T30	BE	CD		S30			18
				S31			18

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

<u>B</u>				<u>D</u>				
<u>C</u>				<u>E</u>				
<u>8 - 4</u>		<u>4 - 12</u>		<u>8 - 4</u>		<u>4 - 12</u>		<u>WE</u>
<u>JANUARY /90</u>				<u>FEBRUARY /90</u>				
M1	STAT	STAT		T1	CO	BE		
T2	CO	BE		F2	CO	BE		
W3	CO	BE		S3			BE	
T4	CO	BE		S4			BE	
F5	CO	BE		M5	BE	CO		
S6			BE	T6	BE	CO		
S7			BE	W7	BE	CO		
U8	BE	CD		T8	BE	CO		
T9	BE	CO		F9	BE	CO		
W10	BE	CO		S10				18
T11	BE	CO		S11				18
F12	BE	CO		M12	CO	BE		
S13			CO	T13	CO	BE		
S14			CO	W14	CO	BE		
U15	CO	BE		T15	CO	BE		
T16	CO	BE		F16	CO	BE		
W17	CO	BE		S17			BE	
T18	CO	BE		S18			BE	
F19	CO	BE		M19	BE	CO		
S20			18	T20	BE	CO		
S21			18	W21	BE	CO		
M22	BE	CO		T22	BE	CO		
T23	BE	CO		F23	BE	CO		
W24	BE	CO		S24			CO	
T25	BE	CO		S25			CO	
F26	BE	CO		M26	CO	BE		
S27			CO	T27	CO	BE		
S28			CO	W28	CO	BE		
M29	CO	BE						
T30	CO	BE						
W31	CO	BE						

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

	<u>B</u>			<u>D</u>		
	<u>C</u>					
	8 - 4	4 - 12	WE	8 - 4	4 - 12	WE
<u>MARCH /90</u>				<u>APRIL /90</u>		
T1	CO	BE		S1		BE
F2	CO	BE		M2	BE	CO
S3			18	T3	BE	CO
S4			18	W4	BE	CO
M5	BE	CO		T5	BE	CO
T6	BE	CO		F6	BE	CO
W7	BE	CO		S7		CO
T8	BE	CO		S8		CO
F9	BE	CO		M9	CO	BE
S10			CO	T10	CO	BE
S11			CO	W11	CO	BE
M12	CO	BE		T12	CO	BE
T13	CO	BE		F13	STAT	STAT
W14	CO	BE		S14		18
T15	CO	BE		S15		18
F16	CO	BE		M16	STAT	STAT
S17			BE	T17	BE	CO
S18			BE	W18	BE	CO
M19	BE	CO		T19	BE	CO
T20	BE	CO		F20	BE	CO
W21	BE	CO		S21		CO
T22	BE	CO		S22		CO
F23	STAT	STAT		M23	CO	BE
S24			18	T24	CO	BE
S25			18	W25	CO	BE
M26	STAT	STAT		T26	CO	BE
T27	CO	BE		F27	CO	BE
W28	CO	BE		S28		BE
T29	CO	BE		S29		BE
F30	CO	BE		M30	BE	CO
S31			BE			

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

B C				D E			
<u>8 - 4 4 - 12 WE</u>				<u>8 - 4 4 - 12 WE</u>			
<u>MAY /90</u>				<u>JUNE /90</u>			
T1	BE	CO		F1	BE	CO	
W2	BE	CO		S2			CO
T3	BE	CO		S3			CO
F4	BE	CO		M4	CO	BE	
S5			18	T5	CO	BE	
S6			18	W6	CO	BE	
M7	CO	BE		T7	CO	BE	
T8	CO	BE		F8	CO	BE	
W9	CO	BE		S9			BE
T10	CO	BE		S10			BE
F11	CO	BE		M11	BE	CO	
S12			BE	T12	BE	CO	
S13			BE	W13	BE	CO	
M14	BE	CO		T14	BE	CO	
T15	BE	CO		F15	BE	CO	
W16	BE	CO		S16			18
T17	BE	CO		S17			18
F18	BE	CO		M18	CO	BE	
S19			CO	T19	CO	BE	
S20			CO	W20	CO	BE	
M21	STAT	STAT		T21	CO	BE	
T22	CO	BE		F22	CO	BE	
W23	CO	BE		S23			BE
T24	CO	BE		S24			BE
F25	CO	BE		M25	STAT	STAT	
S26			18	T26	BE	CO	
S27			18	W27	BE	CO	
M28	BE	CO		T28	BE	CO	
T29	BE	CO		F29	BE	CO	
W30	BE	CO		S30			CO
T31	BE	CO					

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

B <u>1</u>				D <u>E</u>			
<u>8 - 4 4 - 12 WE</u>				<u>8 - 4 4 - 12 WE</u>			
<u>JULY /90</u>				<u>AUGUST /90</u>			
S1			CO	W1	CO	BE	
M2	STAT	STAT		T2	CO	BE	
T3	CO	BE		F3	CO	BE	
W4	CO	BE		S4			BE
T5	CO	BE		S5			BE
F6	CO	BE		M6	STAT	STAT	
S7			18	T7	BE	CO	
S8			18	W8	BE	CO	
M9	BE	CO		T9	BE	CO	
T10	BE	CO		F10	BE	CO	
W11	BE	CO		S11			CO
T12	BE	CO		S12			CO
F13	BE	CO		M13	CO	BE	
S14			CO	T14	CO	BE	
S15			CO	W15	CO	BE	
M16	CO	BE		T16	CO	BE	
T17	CO	BE		F17	CO	BE	
W18	CO	BE		S18			18
T19	CO	BE		S19			18
F20	CO	BE		M20	BE	CO	
S21			BE	T21	BE	CO	
S22			BE	W22	BE	CO	
M23	BE	CO		T23	BE	CO	
T24	BE	CO		F24	BE	CO	
W25	BE	CO		S25			CO
T26	BE	CO		S26			CO
F27	BE	CO		M27	CO	BE	
S28			18	T28	CO	BE	
S29			18	W29	CO	BE	
M30	CO	BE		T30	CO	BE	
T31	CO	BE		F31	CO	BE	

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Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

<u>B</u>				<u>D</u>							
<u>C</u>				<u>E</u>							
8 - 4				4 - 12				WE			
<u>SEPTEMBER /90</u>				<u>OCTOBER /90</u>							
S1			BE	M1	BE	CO					
S2			BE	T2	BE	CO					
M3	STAT	STAT		W3	BE	CO					
T4	BE	CO		F4	BE	CO					
W5	BE	CO		S6			CO				
T6	BE	CO		S7			CO				
F7	BE	CO		M8	STAT	STAT					
S8			18	T9	CO	BE					
S9			18	W10	CO	BE					
M10	CO	BE		T11	CO	BE					
T11	CO	BE		F12	CO	BE					
W12	CO	BE		S13			BE				
T13	CO	BE		S14			BE				
F14	CO	BE		M15	BE	CO					
S15			BE	T16	BE	CO					
S16			BE	W17	BE	CO					
M17	BE	CO		T18	BE	CO					
T18	BE	CO		F19	BE	CO					
W19	BE	CO		S20			18				
T20	BE	CO		S21			18				
F21	BE	CO		M22	CO	BE					
S22			CO	T23	CO	BE					
S23			CO	W24	CO	BE					
M24	CO	BE		T25	CO	BE					
T25	CO	BE		F26	CO	BE					
W26	CO	BE		S27			BE				
T27	CO	BE		S28			BE				
F28	CO	BE		M29	BE	CO					
S29			18	T30	BE	CO					
S30			18	W31	BE	CO					

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Weekend Standby - 12:01 A.M. Saturday to 8:00 A.M. Monday as indicated in schedule.

TROUBLE INVESTIGATORS' SHIFT SCHEDULE

B C				D E				
8 - 4				4 - 12				WE
<u>NOVEMBER /90</u>				<u>DECEMBER /90</u>				
T1	BE	CO		S1			18	
F2	BE	CO		S2			18	
S3			CO	M3	CO	BE		
S4			CO	T4	CO	BE		
M5	CO	BE		W5	CO	BE		
T6	CO	BE		T6	CO	BE		
W7	CO	BE		F7	CO	BE		
T8	CO	BE		S8			BE	
F9	CO	BE		S9			BE	
S10			18	M10	BE	CO		
S11			18	T11	BE	CO		
M12	STAT	STAT		W12	BE	CO		
T13	BE	CO		T13	BE	CO		
W14	BE	CO		F14	BE	CO		
T15	BE	CO		S15			CO	
F16	BE	CO		S16			CO	
S17			CO	M17	CO	BE		
S18			CO	T18	CO	BE		
M19	CO	BE		W19	CO	BE		
T20	CO	BE		T20	CO	BE		
W21	CO	BE		F21	CO	BE		
T22	CO	BE		S22			18	
F23	CO	BE		S23			18	
S24			BE	M24	BE	CO		
S25			BE	T25	STAT	STAT		
U26	BE	CO		W26	STAT	STAT		
T27	BE	CO		T27	BE	CO		
W28	BE	CO		F28	BE	CO		
T29	BE	CO		S29			CO	
F30	BE	CO		S30			CO	
				M31	CO	BE		

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive be the Trouble Investigator who worked 4 - 12 shift.

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APPENDIX "C"

APPLICATION FORM
BEREAVEMENT LEAVE PAY

I, _____
Employee's Name (Please Print)

hereby make application for _____ days Bereavement Leave Pay due to the
death of _____
Name of Deceased

whose relationship to me was _____

and whose residence was _____

The above noted member of my immediate family died on

_____ 19 ____.

DATE _____

EMPLOYEE _____

SIGNATURE _____

EMPLOYEE NO. _____

APPROVED DATE: _____ 19 ____

NOT APPROVED DATE: _____ 19 ____

REASON FOR NON-APPROVAL: _____

SIGNATURE: _____

POSITION: _____

Dept. Division or
Section Head

NOTE: Should an employee's application be denied, then the affected must immediately receive a copy of this application upon its completion.

LETTER OF COMMITMENT

As part of the Terms of Settlement for the new Collective Agreement for 1989-1991 between The Corporation of the Regional Municipality of Sudbury (Employer) and the Canadian Union of Public Employees, Local #6 (Union), the Parties hereto agree to commit themselves to the following:

1) Straight Time Shift Schedules

It is agreed that the Employer may introduce additional Straight Time Shift Schedules to those which are now in effect, provided the Employer gives the Employee and the Union forty-eight (48) hours prior notice. Such Shift Schedules will not exceed three (3) consecutive weeks. The work to be performed will be the repair and maintenance of valves and scheduled sewer and water main preventive maintenance and swabbing on streets of heavy flow located in Area Municipalities, schools, or dense business activity areas that require water and sewer services during their high volume business hours. This type of work shall not be performed on a shift basis when it could be performed during regular hours of work. The work week for such shifts shall be Monday to Friday inclusive, during the period of May 15th to October 14th. and utilizing up to a maximum of ten (10) Employees.

2) Plug-Ins

The Employer agreed to install electrical outlets for twenty (20) vehicles on the Employer's premises at the Operations Division prior to the Winter Season 1987-1988.

;

LETTER OF COMMITMENT (CONT'D)

3) Absenteeism

A) That both Parties are concerned with the ever-increasing costs relating to those benefits outlined in Article #22.

That both Parties are concerned with the overall absenteeism and its related costs and causes among this Group of employees.

C) The Committee shall consider the feasibility of incentives; eg. Attendance Fund, Bank-time.

D) That the Parties agree to use a Committee structure made up of three (3) Management and three (3) Union Representatives to discuss these concerns with the expressed purpose of resolving these issues for recommendation to their respective Parties.

4) Bank Time

That the current Clause be amended to read:

For the period January 1st, 1990 to December 31st, 1990, and notwithstanding the provisions of Article #18 - OVERTIME, both Parties agree that any Permanent or Probationary Employee requested and authorized to work overtime in excess of a regular work day shall be granted time off as mutually agreeable between the Employee and his Immediate Non-Union Supervisor involved.

The accrual of Bank Overtime shall be at the prevailing rate at which it is earned to a maximum of the dollar value equivalent of forty (40) hours pay at the basic rate of the Employee as at January 1st, 1990. Time off will be paid at the basic hourly rate as of January 1st, 1990.

Cash Payout may occur in the last pay in June if the Employee so indicated.

It is further agreed and understood that any such accumulated time not taken by November 30th or paid out in June of 1990 shall be paid for by the Employer in the pay period before Christmas.

1
LETTER OF COMMITMENT (CONT'D)

4) Bank Time (Cont'd)

The application of the above is dependent on the Employee by October 31st, 1989 indicating in writing to the Director of Operations the following:

That they want their first hours of overtime work equivalent to forty (40) hours basic pay banked for one (1) of the following:

a) Cash Payout in June

OR

b) Cash Payout in December

OR

c) Time off as mutually agreed with residual payout in December

Notwithstanding any Article or Clause in the 1989-1991 Collective Agreement between The Regional Municipality of Sudburty and Canadian Union of Public Employees, Local #6, it is agreed and understood that this Item entitled BANK TIME is not subject to the Grievance Procedure.

The preceding Bank Time Provisions shall apply in 1991 with the dates to be amended to reflect 1990 where 1989, and 1991 where 1990 occur.

5) Safety Footwear - Hot Mix Asphalt Crews

That the Employer agrees to:

1) Allow for an additional Boot Allowance for those permanent staff who work with Hot Mix Asphalt for the full period April 1st to October 31st.

2) This Allowance is to be paid during the first week of November upon the production of a valid sales receipt.

Amount in 1989 to be Six y Dollars (\$60.00); amount in 1990 to be Sixty-five Dollars (\$65.00 ; and amount in 1991 to be Seventy Dollars (\$70.00).

LETTER OF COMMITMENT (CONT'D)

6) Coveralls - Trouble Investigation Vehicles

The Employer agrees to provide one (1) pair of Coveralls per week to each Trouble Investigation Vehicle.

7) Tool Insurance

The Employer agrees to contribute up to a maximum of Two Hundred Twenty Dollars (\$220.00) towards the deductible on a claim put forward by an Employee on his/her personal insurance policy for the theft of or destruction by fire or vandalism of his/her personal tools. required by the Employer, while stored at a Regional facility.

8) Employee Records

That the Employer agrees to continue its past practice as it relates to the viewing of a Personnel File and attendance records.

9) Optional Life Insurance and Group R.R.S.P.

The Parties agree to form a Committee of one (1) Representative from each Union Local - C.U.P.E., Local #207 OCT; C.U.P.E., Local #207 - Social Services; and C.U.P.E., Local #6, and Representatives from the Employer to discuss the feasibility of an Employee-paid Group R.R.S.P. and/or Optional Group Life Insurance Plan on payroll deduction during the first year of the Term of this Collective Agreement.

10) That those Employees who are and remain in the permanent classifications of Trouble Investigators or Trouble Investigator Helpers as of January 1st, 1982, will receive Standby Pay when so assigned as follows:

All Employees on Standby shall receive four **4**) hours straight time per day at the regular rate presently being received.

LETTER OF COMMITMENT (CONT'D)

DATED at The Regional Municipality of Sudbury, Ontario
this 27th day of February, A.D. ~~1989~~ 1991.

THE REGIONAL MUNICIPALITY OF
SUDBURY

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #6, C.L.C.

[Signature]
CHAIRMAN

Robert Wesson
PRESIDENT

Paul Philion
CLERK

Richard Horne
SECRETARY

WITNESS

REPRESENTATIVE

J. Brant
VICE PRESIDENT

Anthony B. O'Neil
BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

Reviewed By
<i>BS</i> LEGAL
ENGINEERING
TREASURY
PLANNING
<i>[Signature]</i> CITY