



1999 - 2002

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #6

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COLLECTIVE AGREEMENT**

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AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #6**

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THIS COLLECTIVE BARGAINING AGREEMENT, made and entered into this 1st day of April, 1999.

B E T W E E N

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

OF THE FIRST PART

A N D

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 lead as if the plural were expressed and the masculine gender as if the feminine, as the case may be, were expressed.

ARTICLE #2 - SCOPE

2:01 This Agreement shall apply to all Employees of The Regional Municipality of Sudbury save and except Forepersons and persons above the rank of Foreperson or Plants 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.U.P.E.,
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 practised by either the
Employer or the Union against any Employee because of his/her 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
practised by the Employer or the Union.

4:01(b) Neither the Employer nor the Union condone the practice
of sexual harassment and any such claim may be referred under the
Discrimination and Harassment Policy.

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 Director of Human Resources or the
Operations Manager. 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 the Employee's 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 Blow-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 Teem 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, 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 #18.

8:02 Stage One

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

If the Employes with the Complaint is unable to present his/her concern to his Foreperson, 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/her Immediate Foreperson 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 Operations Manager or his/her 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 Commissioner or his/her designate. If the Grievance Committee wishes to proceed, the Commissioner or his/her 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.

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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 Human Resources. 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 Four. Failing settlement at this meeting within ten (10) calendar days of receipt of the decision as submitted by the Chief Administrative Officer, than 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 Director of Human Resources and the Commissioner 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 Four.

(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 Four of the Grievance Procedure, after section 8:09(1) has been complied with.

8:10 Discharge, Suspension and Discipline Cases

A Permanent Employee may be discharged, suspended or disciplined for just cause. 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. If the Employee believes he/she has been unjustifiably discharged, suspended or disciplined, the Employee may have his/her Grievance processed under the Grievance Procedure, starting at stage Two, if presented in writing within seven (7) calendar days after the

date of discharge, suspension or discipline. If a Grievance should be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at the Employee's regular basic rate (less amounts earned during time lost) for the hours per week, or any other arrangement Which is just and equitable in the opinion of the conferring parties or in the opinion Of a Board of Arbitration. If the matter is referred to such a Board.

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/her 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.

8:15 An Employee, upon Written request to the Director of Human Resources, may view the contents Of his/her Personnel file in the Human Resources Division at a time mutually convenient. An Employee may also, upon Written request to the Director of Human Resources, authorize a Union Representative to view the Employee's Personnel File in the Human Resources Division at a time mutually convenient. copies of any documents contained in the Personnel File may be released to the Employee upon written request by the Employee

to the Director of Human Resources, With the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

ARTICLE #9 - ARBITRATION

9:01 When either Party requests that a Grievance be submitted to Arbitration, the request shall be made by Registered Mail addressed to the Other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. within five (5) days thereafter, the other Party shall answer by Registered Mail Indicating the name and address of its Nominee to the Arbitration Board. The two (2) Nominees Shall then meet to select an impartial Chairperson.

9:02 The above provisions shall apply unless either Party applies for a sole Arbitrator under The Ontario Labour Relations Act, as amended from time to time.

9:03 If the recipient of the notice fails to appoint a Nominee to the Board or if the Nominees fail to agree on a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

9:04 The decision of the majority Shall be the decision of the Board. Where there is no majority decision, the decision Of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the Parties. An Arbitration Board/sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement which It deems just and equitable.

9:05 Each Party shall pay the fees and expenses of its Nominee to the Board of Arbitration, and one-half ($\frac{1}{2}$) of the fees and the expenses of the Chairperson.

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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 far 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.

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 Minutes - Regional Council

A copy of the Agendas and Minutes of Regional Council Meetings shall be mailed to the Vice President and Secretary of the Local 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 operata 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

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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.

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.

11:03 Protests in regard to an Employee's established seniority standing must be submitted in writing to the Director of Human Resources 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/her 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/she shall be paid in accordance with The Employment Standards Act and amendments thereto.

11:06 Application Of Seniority for Temporary nt

- 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 #25:01(2).

- 3) Vacation Pay received during the applicable temporary employment period shall be either:
 - e) paid back to the Employer as (i) a lump sum, or (ii) a pre-arranged and approved series of no more than four (4) payments within a One Hundred and Twenty (120) calendar day period from the date of being hired as a Probationary Employee, or;
 - b) kept by the Employee, in which case the Employee will only accrue vacation credits from their date of hire as a Probationary Employee.
- 4) Temporary Employees do not have any seniority or seniority rights while they are Temporary Employees.

11:07 Employees With Identical Dates of Seniority

Should two (2) or more Employees have an identical date of seniority, even after the application of Article 11:06, their seniority dates will remain unchanged, but their ranking on the seniority list shall be determined by the length of total temporary service with the Employer in the Operations and Maintenance Division. Should two (2) or more Employees with the same seniority date also have equal lengths of total temporary service with the Employer, then their ranking on the seniority list shall be determined by random draw of numbers with the Employees involved being present.

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) Those Employees with up to and including five (5) years of employment are to receive twelve (12) months' recall rights; and those Employees with greater than five (5) years of employment are to receive twenty-four (24) months' recall rights.
- (5) Absent without leave for any period in excess of five

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(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.

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 the Employee's 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/she shall return to his/her former permanent classification, section and depot without loss of seniority. An Employee who finds him/herself unable to perform the duties of the new classification during the aforesaid trial period shall return to his/her former permanent classification without loss of seniority. In both instances the Employee's rate of pay shall then be adjusted to the current rate of pay for the classification into which he/she has now been placed.

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 #18 and for any of his/her vacation or sick leave periods which may occur during his/her 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/her permanent classification, section and depot held immediately preceding his/her 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 Three.

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 ($\frac{1}{2}$) 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.

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/she shall lose his/her 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/her 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.

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/her 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/her Jury or Witness Duty Fee. The Employee shall retain any travel expenses which have been paid to him/her. This leave shall not be payable to Employees acting as a party filing a claim in a civil proceeding.

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 Employee and his/her Immediate supervisor.

14:05(3) Traffic Violations

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

14:06(1) Voting Leave

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 #20:01(1), such Day Shift Employees shall be paid as if they worked their full day shift under Article #20:01(1).

ARTICLE #15 - PREGNANCY LEAVE

15:01 Every Employee who becomes pregnant, shall in writing, notify her Supervisor of her pregnancy, not less than four (4) months prior to the date of termination of her pregnancy as certified by a qualified Medical Practitioner.

Pregnancy Leave, and the subsequent return to employment, must conform to the provisions of The Employment Standards Act. R.S.O. 1990 and amendments thereto.

15:02 For Employees on Pregnancy Leave, the Employer will contribute the difference between the U.I. Weekly Benefit Rats and Seventy-five (75%) Percent of the Employee's regular earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of U.I.C. for Pregnancy Leave purposes and will be limited to the maximum fifteen (15) week period.

In accordance with Employment and Immigration conditions, the combined weekly rate of the Unemployment Insurance (U.I.) Benefits and supplemental Unemployment Insurance Benefits (S.U.B.) will not exceed Ninety-five (95%) Percent of the Employee's normal weekly earnings.

15:03 In accordance with Employment and Immigration conditions, Employees do not have a right to S.U.B. payments except for supplementation of U.I. Benefits during the unemployment period as specified in the Plan.

15:04 In accordance with Employment and Immigration conditions, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

ARTICLE #16 - PARENTAL LEAVE

16:01 Parental Leave, and the subsequent return to employment,

must conform to the provisions of The Employment Standards Act,
R.S.O. 1990 and amendments thereto.

ARTICLE #17 - ADOPTION LEAVE

17:01 An Employee planning to adopt a child will notify the Employer and keep the Employer informed of the progress of his/her Application. Providing that the Employee has one (1) or more years of service with the Employer, he/she will be granted a Leave Without Pay of up to six (6) months inclusive of his/her time on parental leave, beginning at any time at or near the receipt of the child. On return from this Leave, the Employee shall be placed in his/her permanent classification and grade held immediately prior to the said Leave.

17:02 Notwithstanding other provisions of this Agreement, Employees an Adoption leave, shall accrue vacation credits for the first twelve (12) weeks of leave.

17:03 Adoption Leave - Supplementary unemployment Insurance Benefits (S.U.B. Plan)

1720311) Effective March 1st. 1992, the Employer will contribute the difference between the U.I. Weekly Benefit Rate and Seventy-Five (75%) Of the Employee's regular earnings at the commencement date of the leave. The Allowance is to continue only when the Employee is in receipt of U.I. for Parental Leave purposes and will be limited to the maximum ten (10) week period.

In accordance with Employment and Immigration conditions, the combined weekly rate of the Unemployment Insurance (U.I.) Benefits and supplemental Unemployment Insurance Benefits (S.U.B.), will not exceed Ninety-five (95%) Percent of the Employee's normal weekly earnings.

17:03(2) In accordance With Employment and Immigration conditions, Employees do not have a right to S.U.B. payments except for supplementation Of U.I. Benefits during the unemployment period as specified in the Plan.

17:03(3) In accordance With Employment and Immigration conditions, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

17:03(4) The Employer will continue benefits as Outlined under Article #25:01 for the aforementioned twelve (12) week period.

17:03(5) It is to be understood by the Parties that the aforementioned Subsidy, vacation and seniority accrual and benefits continuance shall be limited to one (1) parent/guardian.

ARTICLE #18 - SPECIFIED PAID HOLIDAYS

18:01 All Permanent, Probationary and Temporary Employees shall 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 #18:03. 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 | |

18:02 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.

18:03 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

18:04(1)(i) Employees called upon to work on any of the Holidays provided for under Articles #18:01 or #18:03 shall, in addition to

the day's pay for Which they are entitled to be paid, be paid at one and one-half (1½) 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.

18:04(1)(ii) Notwithstanding Articles #18:03 and #18:04(1)(i), all Regular Shift Employees called upon to Work on any of the Holidays listed under Article #18:01 shall, in addition to a day's pay, be paid at one and One-half (1½) 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.

18:04(2) Employees on Standby Duty or Employees called out to work for emergency situations on any Of the Specified Paid Holidays under Article #18 shall in addition to the day's pay under Article #18, be paid at one and one-half (1½) 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 (1½) times their regular rate for three (3) or more call-outs in any Day Shift, Afternoon Shift or Night Shift.

18:05 An Employee to qualify to be paid for a Holiday or Proclaimed Holiday must work his/her 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/her Commissioner or his/her designate.

18:06 Employees in receipt of Workplace Safety & Insurance 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 Workplace Safety & Insurance Board for the Specified Paid Holiday.

ARTICLE 19 - ANNUAL VACATION

19:01(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/her basic rate Of pay in effect on the commencement of his/her period of absence OR Six (6%) Percent 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.

19:01(2) Notwithstanding 19:01(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 one hundred and sixty (160) hours pay at his/her basic rate of pay in effect on the commencement of his/her period of absence OR Eight (8%) Percent 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.

19:01(3) Notwithstanding 19:01(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 Tern of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st end to receive pay (subject to all usual and lawful deductions) equal to two hundred (200) hours at his/her basic rate of pay in effect on the commencement of his/her period of absence OR Ten (10%) Percent 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.

19:01(4) Notwithstanding 19:01(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/her basic rate of pay in effect on the commencement of his/her period of absence OR Twelve (12%) Percent of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation in taken, WHICHEVER IS GREATER.

19:01(5) Notwithstanding 19:01(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/her basic rate of pay in effect at the commencement of his/her period of absence OR Fourteen (14%) Percent 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

19:02(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 #19:01(1), (2), (3), (4) and (5).

19:02(2) Temporary Employees shall receive Vacation Pay in accordance with The Employment Standards Act as amended from time to time. Vacation Pay shall be paid bi-weekly on Pay Days.

19:03 Should a Specified Paid Holiday fall 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/her respective Commissioner.

19:04 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".

19:05 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 the Employee is entitled for that year under Article #19 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/her rate of pay.

19:06 Pro-rating - Specified Paid Holidays and Vacations

19:06(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 WSIB 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 Pregnancy Leave).

19:06(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.

19:07 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.

19:08 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 #20 - HOURS OF WORK

20:01(1)(1) The normal Work week for all Employees, except Regular Shift Employees and Employees in the Plant8 Section, 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 (8½) hours, with one-half (½) hour off for lunch. Except as hereinafter provided, the hours Of Work shall be from 8:00 a.m. to

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12:00 noon and 12:30 p.m. to 4:30 p.m.

20:01(1)(ii) Notwithstanding Article #20:01(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. (11:00 a.m. and 12:30 p.m. for Employees who are regularly employed in the Plants Section, except Regular Shift Employees).

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 #21:06 will apply.

20:01(2) A paid meal period of one-half ($\frac{1}{2}$) hour shall be included as part of the regular Scheduled work period for Regular Shift Employees.

20:01(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.

20:01(4) The normal work day for Employees who are regularly employed in the Plants Section, except those who are regular shift Employees, shall be from 7:30 am to 4:00 pm with a one-half ($\frac{1}{2}$) hour unpaid lunch. The provisions of Articles 20:01(1)(ii), and 20:01(3) shall apply to these Employees.

20:02(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.

20:02(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.

20:02(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 SCHEDULE "B-5".

20:02(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 "B-1" attached hereto and forming an integral part of this Agreement.

20:02(4)(ii) The Regular Shifts for Water Treatment Plant Operators at the Wahnapiatae Water Treatment Plant shall be as SCHEDULE "B-2" attached hereto and forming an integral part of this Agreement.

20:02(4)(iii) The Regular Shifts for Sewage Treatment Plant Operators at the Sudbury Sewage Treatment Plant shall be as SCHEDULES "B-3" and "B-4" attached hereto and forming an integral part of this Agreement.

20:03 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 (1½) 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 (snowplowing 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 Utilityperson 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.

should any vacancies occur during the course of a winter season after the initial selection of Truck Drivers and

AA

Utilitypersons, 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, Utilityperson and One Person Snow Plow operators assigned to Winter Control Operations, shall be paid at the rates of pay for these classifications for the full period Of Winter Control.

20:04 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 #21 - OVERTIME

21:01 Compensation at the rate Of time and one-half ($1\frac{1}{2}$) of the regular rate per hour shall be paid for all work performed Outside the normal working hours as set out in Article #20 - HOURS OF WORK.

21:02 Compensation at the rats 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/her Regular shift on the Sunday concerned.

21:03 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 or less at the prevailing overtime rate. This provision shall not apply when pay is received under Article 21:02, with the exception of work running continuously from a Sunday into a Monday.

21:04 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.

21:05(1) (1) 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.

21:05(1)(ii) Notwithstanding Article #21:05(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 #21:05(1)(i).

21:05(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, on a bi-weekly basis.

21:06 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.

21:07 That the application of the provisions of Article #21 - 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 LID, WSIB, 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 classification. 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/her 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/her new classification.

- 4) 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 #20:03, #23:02, and #23:03 are excluded from the terms of:
 - a) Article #21:05(1) regarding as equitable a distribution as possible; and
 - b) This Clause when entering or returning to these aforementioned positions;
 - E) 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.

21:08 Meal Allowance

21:08(1) When an Employee is called upon to perform more than two (2) hours of overtime work continuous With his/her regular scheduled shift, he/she shall be paid SEVEN DOLLARS AND FIFTY CENTS (\$7.50) for the purpose of purchasing a meal. Should the Employee be required to perform an additional five (5) hours of continuous overtime employ in excess of the two (2) hours aforesaid, then he/she shall be paid an additional SEVEN DOLLARS AND FIFTY CENTS (\$7.50) for the purpose of purchasing the second meal.

Effective April 1st. 2000, the Meal Allowance will increase to EIGHT (\$8.00) DOLLARS.

Effective April 1st. 2001, the Meal Allowance will increase to EIGHT DOLLARS AND FIFTY CENTS (\$8.50) CENTS.

21:08(2) 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 SEVEN DOLLARS AND FIFTY CENTS ~~(\$7.50)~~ for each five (5) continuous hours Of employ.

Effective April 1st, 2000, the Meal Allowance will increase to EIGHT ~~(\$8.00)~~ DOLLARS.

Effective April 1st, 2001, the Meal Allowance will increase to EIGHT DOLLARS AND FIFTY CENTS ~~(\$8.50)~~ CENTS.

21:08(3) 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 SEVEN DOLLARS AND FIFTY CENTS ~~(\$7.50)~~ 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 SEVEN DOLLARS AND FIFTY CENTS ~~(\$7.50)~~ following the completion of each additional five (5) continuous hours Of overtime work.

Effective April 1st, 2000, the Meal Allowance will increase to EIGHT ~~(\$8.00)~~ DOLLARS.

Effective April 1st. 2001, the Meal Allowance will increase to EIGHT DOLLARS AND FIFTY CENTS ~~(\$8.50)~~ CENTS.

21:08(4) 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 SEVEN DOLLARS AND FIFTY CENTS ~~(\$7.50)~~ DOLLARS 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 April 1st, 2000, the Meal Allowance will increase to EIGHT ~~(\$8.00)~~ DOLLARS.

Effective April 1st, 2001, the Meal Allowance will increase to EIGHT DOLLARS AND FIFTY CENTS ~~(\$8.50)~~ CENTS.

21:09 The Meal Allowance reimbursement shall be paid to Employees Once each Pay Period as a payroll entry and itemized on the pay stub.

ARTICLE #22 - SHIFT DIFFERENTIALS

22:01(1) The following Shift Differentials shall apply to all Employees assigned to a Regular Shift Schedule as set out in

Article #20 - HOURS OF WORK.

22:01(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.

22:02 A Shift Differential of **FORTY-FIVE (\$0.45) CENTS** per hour Shall be paid for all hours worked on the 4:00 p.m. to 12:00 p.m. shift.

Effective April 1st. 2000, the Shift Differential will increase to **FIFTY (\$0.50) CENTS** per hour.

Effective April 1st, 2001, the Shift Differential will increase to **FIFTY-FIVE CENTS (\$0.55) CENTS** per hour.

22:03 A Shift Differential Of **FIFTY-ONE (\$0.51) CENTS** per hour shall be paid for all hours worked on the 12:00 p.m. to 8:00 a.m. shift.

Effective April 1st. 2000, the Shift Differential will increase to **FIFTY-SIX (\$0.56) CENTS** per hour.

Effective April 1st, 2001, the Shift Differential will increase to **SIXTY-ONE CENTS (\$0.61) CENTS** per hour.

22:04 The Shift Differential of **ONE DOLLAR AND SIXTY-FIVE CENTS (\$1.65)** per hour shall be paid for Sunday regular hours of Work.

Effective April 1st, 2000, the Shift Differential Will Increase to **ONE DOLLAR AND SEVENTY CENTS (\$1.70) per** hour.

Effective April 1st. 2001, the Shift Differential will increase to **ONE DOLLAR AND SEVENTY-FIVE CENTS (\$1.75) per** hour.

ARTICLE #23 - STANDBY CLAUSE

23:01 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.

23:02 Notwithstanding Article #23:01, an Employee assigned to Regular Standby Duty on a daily basis shall receive **TWENTY-FOUR DOLLARS AND FIFTY CENTS (\$24.50)** per day.

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

23:03 Notwithstanding Articles #23:01 and #23:02, 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 AND SEVENTY-ONE DOLLARS AND FIFTY CENTS (\$171.50) per week.

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

ARTICLE #24 - RELIEVING IN OTHER GRADES

24:01(1) When an Employee is detailed to relieve in a position of higher rating, he/she shall receive the rate applicable for the position within the classification in which he/she 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 area section, having regard to the immediate efficiency of Employer operations.

24:01(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/her vehicle.

24:02 When an Employee is detailed to relieve in a position of lower rating for any period, he/she shall maintain his/her basic rate of pay while so assigned.

24:03 When an Employee is requested and is Willing to relieve in a position outside the Bargaining Unit, he/she shall receive not less than Ten (10%) Percent above the highest rated classification supervised for the full relief period. Such Employees 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, Management 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 #25 - LIBERTY MUTUAL INSURANCE COVERAGE - HOSPITAL,
MEDICAL AND DENTAL BENEFITS AND GROUP LIFE
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25:01(1) For Permanent Employees, the Employer agrees to contribute One Hundred (100%) Percent of the total Employee premium cost for the following plans:

- a) Ontario Health Tar or a replacement Plan introduced by the Ontario Government;
- b) Liberty Health Comprehensive Extended Health Care
Two Hundred and Sixty (\$260.00) Dollars
Eye Glass subsidy;
The Hearing Aid Subsidy to be
Three Hundred (\$300.00) Dollars
every five (5) years;
- c) Liberty Health Dental Plan No. 9
- with "space maintainers"
1999 O.D.A. Fee Schedule;
- d) Group Life Insurance Plan
(One and one-half (1½) times
basic annual earnings);
- e) Weekly Indemnity Insurance, providing a benefit level of Seventy-Five (75%) Percent Of basic salary, the conditions of which are governed by the terms and provisions of the master contract With London Life;
- f) Long Term Disability Insurance, providing a benefit level of seventy-Five (75%) Percent of basic salary, the conditions of which are governed by the terms and provisions of the master contract With London Life.
- g) Each January first, Permanent Employees Will be credited with six (6) Weekly Indemnity bank Days. The credits are non-cumulative, and are intended to provide income maintenance during periods of casual absence due to Employee illness.

Note: The parties agree that the introduction Of Weekly Indemnity Bank Days in 1982, Collective Bargaining, effectively incorporate the Employees' share of the EI Premium Reduction granted by Human Resources Development Canada to this group, on an ongoing basis.

25:01(2) For Probationary Employees, the Employer agrees to contribute One Hundred (100%) Percent of the total Employee premium cost for the following plans:

- a) Ontario Health Tax or replacement Plan introduced by the Ontario Government;
- b) Liberty Health Comprehensive Extended Health Care
Two Hundred and Sixty (\$260.00) Dollars
Eye Glass Subsidy;

The Hearing Aid Subsidy to be
Three Hundred (\$300.00) Dollars
every five (5) years;

c) Liberty Health Dental Plan No. 9

- with "space maintainers"
1999 O.D.A. Fee Schedule.

25:02(1) The Employer shall describe and make available Benefits as outlined in Articles #25:01(1) and #25:01(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.

25:02(2) Coverage will be up to twenty-five (25) years of age for Dependents, provided the Dependent is in full time attendance at a post-secondary institution; i.e. Community College or University.

25:03 For every Temporary Employee, the Employer will remit the cost of Provincial Health coverage under the Employer Health Tax (EHT). Should OHIP premiums be reinstated, the Employer agrees to deduct from each Temporary Employee's earnings One Hundred (100) Percent of the premium cost, and remit same on behalf of the Employee.

25:04 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 #25:01(1) and (2), for those months Covered by the Leave of Absence Without pay.

25:05 Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Liberty Health Insurance Company, 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.

25:06 Employee Early Retirement/Disabled Benefit Plan

25:06(1)(i) That for Retired and Disabled Employees, the Employer agrees to contribute One Hundred (100%) Percent of the Employee's premium costs for the following Plans:

Ontario Health Tax or a replacement Plan
introduced by the Ontario Government

Liberty Health Comprehensive Extended Health Care
(\$25.00/\$50.00 deductible)

Liberty Health vision Care

Effective April 1st, 1999
One Hundred and Thirty (\$130.00) Dollars
Eye Glass Subsidy

Effective April 1st, 2000
One Hundred and Forty (\$140.00) Dollars and
Eye Glass Subsidy

Effective April 1st, 2001
One Hundred and Fifty (\$150.00) Dollars
Eye Glass Subsidy;

Group Life Insurance
valued at **Ten Thousand (\$10,000.00) Dollars**
and reducing to **Three Thousand (\$3,000.00) Dollars**
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 Liberty Health
Dental Plan #9 at the 1999 O.D.A. Fee Schedule.

25:06(1)(ii) Spousal Coverage - For Employees Who now qualify for
Benefits under the provisions of Article #25:06, the Employer agrees
to provide continuance of coverage to the spouse and dependants 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.)

25:06(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 WSIB 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.

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.

25:06(3) It is also to be understood that the payment of LTD 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 #26 - SICK AND BEREAVEMENT LEAVE

26:01 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. The parties acknowledge that all sick leave banks under the Employer's Sick Leave By-law were frozen with the implementation of the Weekly Indemnity and Long Term Disability Plans, for Employees covered under this Agreement. Employees shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-law, with respect to these frozen banks only.

26:02 Bereavement Leave

26:02(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.

26:02(2) In the case of the demise of a son-in-law, daughter-in-law, 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 son-In-law, daughter-in-law, 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 son-in-law, daughter-in-law, brother-in-law or Sister-in-law shall be deducted from a Permanent Employee's accumulated Sick Leave Credits.

26:02(3) In the event that the death Of a member of an Employee's Family, as defined in Articles #26:02(1) or #26:02(2), requires the Employee to travel more than two hundred (200) kilometres 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.

26:02(4) Permanent and Probationary Employees shall complete the APPLICATION FOR BEREAVEMENT LEAVE PAY FORM, APPENDIX "B" attached hereto, for consideration Of payment for any Bereavement Leave by the Employer.

26:02(5) Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the funeral.

26:02(6) An Employee may elect to defer one (1) day of his/her Bereavement Leave to be used for the attendance at the actual internment.

26:02(7) When an Employee qualifies for Bereavement Leave during his/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/her Supervisor/Foreperson.

ARTICLE #27 - PENSION PLANS

27:01(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.

27:01(2) All Employees reaching Normal Retirement Age Of age sixty-five (65) shall be obliged to retire from the service Of the Employer.

27:01(3) Pensions - Past Service Pension Trust Fund

A Trust Fund will be established with the Employer's contribution of THIRTY THOUSAND (\$30,000.00) DOLLARS 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 #28 - WET, STORMY AND I

28:01 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.

28:02(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.

28:02(2) A Declaration of an Emergency as outlined in Article #28:02(1) Will Only be made by the Area Supervisor/General Foreperson Plants Section or persons occupying positions above these ranks.

ARTICLE #29 - PAY DAYS

29:01 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.

29:02 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 #30 - BULLETIN BOARDS

30:01 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 #31 - GENERAL

31:01 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.

31:02(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.

31:02(2) Employees shall have the right, upon receipt of the Medical Report, to provide evidence to the contrary at their own expense.

31:02(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 Chairperson. 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 Chairperson governs.

31:03(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, Dredging Crew, Sanitary Sewer Flusher Vactor Crews, and one (1) pair per Week for each of the Backhoe Operators, Mechanical Equipment Operators and sign Installer.

31:03(1)(ii) That the Employer shall bear the cost of Supplying and laundering of Uniforms (shirt and pants) for Plants Section Employees in the following classifications: Operators "A" and "B" - Water, Operators "A" and "B" - Sewage, Plants Servicepersons, Plants Serviceperson Helpers, Pumping Station Attendants, Pumping Station Attendant Helpers, Licensed Electricians, Instrument Technicians, and in the following manner: For all new Plants 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.

31:03(1)(iii) That the Employer shall bear the cost Of supplying to each Plants 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 Plants section.

31:03(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 continua as presently issued and will be provided by May 1st and October 1st of any given year.

31:03(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, Meterpersons and Meterperson 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 cast 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.

31:03(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.

31:03(5) Injury During Working Aours

An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury and is unable to return to work, shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her Sick Leave and Weekly Indemnity Bank Days (WIBD).

31:04 Trade School Attendance - Employees

Employees while in full-time attendance at a Trade School shall continue receiving all benefits provided Under Article #25:01 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.

31:05 Employee Relocation

31:05(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/her application for such Job Posting.

Notwithstanding the aforesaid, the Parties agree that when an operator A vacancy exists, Employees holding a permanent Operator A classification, even those in another limited posting at the time of the vacancy, will be polled in order of seniority to move to the vacant position(s), and the last Operator A vacancy created by said polling will subsequently be posted.

31:05(2) should an Employee in the Labourer Classification wish to relocate to another reporting depot and/or section, he/she shall make such request, in writing, to the Operations Manager for Consideration of transfer before new Employees are considered for the new Labourer vacancy.

31:06 Labour-Management Committee

The Parties agree to commit themselves to maintaining communications. To this end, the Employer hereby agrees that Representatives of its administration will meet with Representatives of the union from time-to-time, and preferably at least three (3) times per year, to discuss problems, Employee concerns, methods to improve relations, and delivery of services to the public. The Committee shall consist of three (3) members from each of the Parties. An Employer and a Union Representative shall be designated as joint Chairpersons, and shall alternately preside over the meetings. Minutes shall be taken at each meeting and will be circulated by the Employer to Committee Members as soon as possible following the meeting for review. The Committee shall not have jurisdiction over any matters which pertain to collective bargaining or are the responsibility of another joint committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be

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binding upon the Employer or the Union. The union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee Meetings jointly attended by the Parties.

31:07 Safety Footwear

Effective April 1st, 1999, the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by The Occupational Health and Safety Act, 1978 and Regulations for Construction Projects, will be in the amount of ONE HUNDRED AND TEN (\$110.00) DOLLARS per annum, and will be paid out as a "non-taxable allowance" on the first full pay period in May Of each year. The wearing of Safety boots or safety shoes must also be in conformance with the Regional Safety Rules.

Effective April 1st, 2000, the Safety Footwear Subsidy will increase to ONE HUNDRED AND FIFTEEN (\$115.00) DOLLARS.

Effective April 1st, 2001, the Safety Footwear Subsidy will increase to ONE HUNDRED AND TWENTY (\$120.00) DOLLARS.

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

31:08 Tool Allowance

31:08(1)(i) Effective April 1st, 1999 (the second pay day each year), the Employer agrees to pay a Tool Allowance of TWO HUNDRED AND FORTY-FIVE (\$145.00) DOLLARS per annum (calendar year) to each Of the Employees permanently classified as: Licensed Electrician, Licensed Bodyperson, Licensed welder, Plants Serviceperson, Lead Hand (Carpenter Shop).

Effective April 1st, 2000, this Tool Allowance will be increased to TWO HUNDRED AND FIFTY-FIVE (\$255.00) DOLLARS per annum (calendar year).

Effective April 1st, 2001, this Tool Allowance will be increased to TWO HUNDRED AND SIXTY-FIVE (\$265.00) DOLLARS per annum (calendar year).

31:08(1)(ii) Effective April 1st, 1999 (the second pay day each year), the Employer agrees to pay a Tool Allowance of TWO HUNDRED AND SIXTY (\$260.00) DOLLARS to Licensed Mechanics.

Effective April 1st, 2000, this Tool Allowance Will be increased to TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS.

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Effective April 1st, 2001, this Tool Allowance Will be increased to TWO HUNDRED AND EIGHTY (\$280.00) DOLLARS.

31:08(1)(iii) Effective April 1st, 1999 (the second pay day each year), the Employer agrees to pay a Tool Allowance Of ONE HUNDRED SEVENTY-FIVE (\$175.00) DOLLARS to Mechanic Helpers, Small Motor Repairpersons and Apprentice Mechanics.

Effective April 1st, 2000, this Tool Allowance Will be increased to ONE HUNDRED AND EIGHT-FIVE (\$185.00) DOLLARS.

Effective April 1st, 2001, this Tool Allowance will be increased to ONE HUNDRED AND NINETY-FIVE (\$195.00) DOLLARS.

31:08(2) The same Allowance as Outlined in Article #31:08(1) shall be paid to each Employer sponsored Apprentice Mechanic on receipt of his/her 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.

31:09 Notice of Change

In situations Where change (e.g.: organizational, material, equipment, processes) will adversely affect a Permanent Employee(s) by resulting loss of Permanent Classification or loss of basic wages, the Employer Will provide a minimum of thirty (30) days' notice in writing to the Employee(s) and the Union of the change, outlining:

- 1) Nature of the change:
- 2) Date the Change will take effect;
- 3) Approximate number, type and location of Employee(s) affected;
- 4) Affect the change is expected to have upon the Employee(s).

Where the change will result In the layoff Of Permanent Employees, the Employer shall make every reasonable effort to provide the Union with at least three (3) months notice, inclusive of the thirty (30) days outlined above.

In the event of a planned layoff of Permanent Employees, the Parties agree to meet within ten (10) working days Of such notice

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for the purpose of minimising any adverse effects upon the Employees involved. Such discussion shall include the possible implementation of an early retirement incentive program and/or other recognized voluntary leaving incentive program where feasible, as an alternative to layoffs. Nothing in this Article commits the Employer to offering any program should the Employer not deem it appropriate to do so.

It is understood by the Parties that this clause will not over-ride the provisions of any other Clause Of the Collective Agreement.

ARTICLE #32 - SCHEDULES

32:01(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 WAHNAPEITAE 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
SCHEDULE "B-5"	- TROUBLE INVESTIGATORS SHIFT SCHEDULE
SCHEDULE "C"	- STUDENT PAY PLAN
APPENDIX "A"	- ADVANCE VACATION PAY REQUEST
APPENDIX "B"	- APPLICATION FORM BEREAVEMENT LEAVE PAY

32:02 The Employer and the Union have agreed that:

32:02(1) Effective April 1st, 1999, a Two (2.0%) Percent General Wage Increase be applied to those rates in effect on March 31st, 1999 as per Schedules "A" and "C" of the Collective Agreement.

32:02(2) 1992 Cost of Living Adjustments (C.O.L.A.)
Detailed Calculations/Methods

The following C.O.L.A. provisions Will be completely inoperative for the term of this Agreement.

1986 = 100
C.O.L.A. Capped at Five (5%) Percent in 1992
NO Negative C.O.L.A. Adjustments

$\frac{(\text{March}/92 \text{ CPI} - \text{Dec}/91 \text{ CPI})}{\text{Dec } /91 \text{ CPI}} \times 100$ = APRIL 1st, 1992 PERCENT COLA ADJUSTMENT
 $\frac{(\text{June } /92 \text{ CPI} - \text{Dec}/91 \text{ CPI})}{\text{Dec } /91 \text{ CPI}} \times 100$ - APR/92 % COLA ADJ. = JULY 1st, 1992 PERCENT COLA ADJUSTMENT
 $\frac{(\text{Sept } /92 \text{ CPI} - \text{Dec}/91 \text{ CPI})}{\text{Dec } /91 \text{ CPI}} \times 100$ - (APR + JULY/92 % COLA ADJS.) = OCTOBER 1st, 1992 PERCENT COLA ADJUSTMENT
 $\frac{(\text{Dec } /92 \text{ CPI} - \text{Dec}/91 \text{ CPI})}{\text{Dec } /91 \text{ CPI}} \times 100$ - (APR+JULY+OCT/92 % COLA ADJS.) = JANUARY 1st, 1993 PERCENT COLA ADJUSTMENT

32:02(3) Effective April 1st, 2000, a TWO (2.0%) Percent General Wage Increase be applied to those rates in effect on March 31st, 2000, as per Schedules "A" and "C" of the Collective Agreement.

32:02(4) 1993 Cost of Living Adjustments (C.O.L.A.)
Detailed Calculations/Methods

The following C.O.L.A. provisions will be completely inoperative for the term of this Agreement.

1986 = 100
C.O.L.A. Adjustments Triggered at One (1%) Percent
C.O.L.A. Capped at Five (5%) Percent in 1993
NO Negative C.O.L.A. Adjustments

$\frac{(\text{March}/93 \text{ CPI} - \text{Dec}/92 \text{ CPI})}{\text{Dec } /92 \text{ CPI}} \times 100$ - (1%) = APRIL 1st, 1993 PERCENT COLA ADJUSTMENT
 $\frac{(\text{June } /93 \text{ CPI} - \text{Dec}/92 \text{ CPI})}{\text{Dec } /92 \text{ CPI}} \times 100$ - (1% + APR/93 % COLA ADJ.) = JULY 1st, 1993 PERCENT COLA ADJUSTMENT
 $\frac{(\text{Sept } /93 \text{ CPI} - \text{Dec}/92 \text{ CPI})}{\text{Dec } /92 \text{ CPI}} \times 100$ - (1%+APR+JULY/93 % COLA ADJS.) = OCTOBER 1st, 1993 PERCENT COLA ADJUSTMENT
 $\frac{(\text{Dec } /93 \text{ CPI} - \text{Dec}/92 \text{ CPI})}{\text{Dec } /92 \text{ CPI}} \times 100$ - (1%+APR+JULY + OCT/93 % COLA ADJS.) = PERCENT COLA ADJUSTMENT TO BE IN PLACE FOR JANUARY 1st, 1994

32:02(5) Effective April 1st, 2001, a Two (2.0%) Percent General Wage Increase will be applied to those rates in effect on March 31st, 2001 as per Schedules "A" and "C" of the Collective Agreement.

32:02(6) SCHEDULE "A" - JOB CLASSIFICATIONS AND RELATIVE WAGE RATES - shall indicate the classifications and their relative basic rates of pay.

32:03 Raw Sewage

32:03(1) Raw Sewage Premium shall be paid to the following Employees:

Trouble Investigator
Trouble Investigator Helper or their Designates

RL

These Employees shall receive a Weekly Premium of two and one-half (2½) 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 #18 - SPECIFIED PAID HOLIDAYS.

32:03(2) A Premium of one-half (½) 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.

32:03(3) All Employees, except those otherwise dealt With in Article #32:03(1), sub-sections (1) and (2) and Article #32:03(2) shall receive a Raw Sewage Premium of SIX (\$6.00) DOLLARS 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.

Should the Employer introduce new operations requiring work in raw Sewage or should the Employer change existing practices with respect to roding Of sewer services, the Employer agrees to meet with the Union to discuss the possible application of Raw Sewage Premium under Article #32:03(1).

32:03(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 baing Statutory Holidays, under Article #18 - SPECIFIED PAID HOLIDAYS.

Pumping Station Attendant	- 15 hours
Pumping Station Attendant Helper	- 3 hours
Plants Serviceperson	- 7 hours
Plants Serviceperson Helper	- 3 hours

*Sewage Plant Operator "A"	- 3 hours
*Sewage Plant Operator" B"	- 3 hours
Electrician	- 2 hours
Electrician Apprentice	- $\frac{1}{2}$ hour
Instrument Technician	- 1 hour

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

The Raw Sewage Premium Will be **SIX (\$6.00) DOLLARS** times
the applicable hourly allotment, and SCHEDULE "A-1" - RETIREMENT
INCENTIVE Will be implemented effective October 1st, 1989.

Those Plants Servicepersons (W. APPELLE and B. BURCH)
assigned exclusively to Water Treatment Plants shall continue to
receive Raw Sewage Pay as long as they hold their present
classification. It is to be Understood that when the above-noted
Employees are assigned to raw sewage works, the Employees shall be
paid the appropriate premium.

Any new Incumbent Will not receive Raw Sewage Premium
while so assigned.

ARTICLE #33 - VALIDITY OF AGREEMENT

33:01 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 #34 - TERM OF AGREEMENT

34:01 This Agreement shall be in effect from the 1st day of
April, 1999 and shall remain in effect until the 31st day of March,
2002, 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.

34:02 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 one hundred twenty (120) calendar days prior to the
expiration date of the Agreement or anniversary date of such
expiration date.

HH

34:03 If notice Of amendments or termination is given by either Party, pursuant to Article #34:02, 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.

34:04 Notwithstanding Article #34:01, the Employer and the Union agree to the Extension of Term provisions of The Ontario Labour Relations Act, as amended from time to time.

ARTICLE #35 - REPORTING PAY

35:01 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/her regular rate.

ARTICLE #36 - CONTRACTING OUT

36:01 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 shall, as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

The Employer shall give thirty (30) calendar days prior notice to the Union Of its intention to contract out work. No notice of contracting out is required where:

- a) the work is not currently performed by members Of the Bargaining Unit, or;
- b) the work is Currently contracted out, or;
- c) the work involves the rental of operated or non-operated equipment for periods of thirty (30) days or less.

ARTICLE #37 -

37:01 A PERMANENT EMPLOYEE - is an Employee who has successfully completed the maximum probationary period of three (3)

months in the service Of the Employer.

37:02 A PROBATIONARY **EMPLOYEE** - is an Employee who is serving a maximum probationary period of three (3) months with the Employer prior to baing considered as a Permanent Employee.

37:03 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/she shall then automatically rank as a Permanent Employee. For such Employee, his/her seniority shall then be established from his/her 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.

37:04 BASIC RATE - is the rate of pay for the permanent job classification Of the Employee.

37:05 REGULAR RATE - is the rate of pay for the job classification in which an Employee is presently working.

37:06(1) Except for SCHEDULES "B-2", "B-3" and "8-4" of this Collective Agreement, an **EVENING SHIFT** shall be defined as hours worked between 4:00 p.m. and 12:00 p.m. (midnight).

37:06(2) Except for SCHEDULES "B-2", "B-3" and "8-4" of this collective Agreement, a **NIGHT SHIFT** shall be defined as hours worked between 12:00 p.m. (midnight) and 8:00 a.m.

37:07(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.

37:07(2) That when an Employee is directed to report to a new Reporting Depot for a period of five (5) successive working days or lass, the Employer Will provide transportation to and from the job site from the current Reporting Depot.

37:07(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/her own transportation to and from the new Reporting Depot.

37:07(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 #38 - NOTIFICATIONS

38:01 The Union shall be notified at least monthly of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

ARTICLE #39 - HEALTH AND SAFETY

39:01 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.

39:02 A Joint 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.

39:03 The Joint 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.

39:04 No Employee shall be disciplined for acting in compliance with the applicable Acts and Health and Safety Manual or for seeking enforcement of the provisions of the Acts and Health and Safety Manual.

39:05 All injuries resulting from on-the-job accidents, however small, shall be reported to their immediate supervisor and

SCHEDULE "A"

JOB CLASSIFICATIONS, ADJUSTMENTS AND WAGE RATES

CLASSIFICATION	MARCH 31, 1999	APRIL 1, 1999	APRIL 1, 2000	APRIL 1, 2001
Instrument Technician	\$20.48	\$20.89	\$21.31	\$21.74
Licensed Mechanic Special	\$20.20	\$20.60	\$21.01	\$21.43
Licensed Electrician	\$19.85	\$20.25	\$20.66	\$21.07
Licensed Mechanic	\$19.85	\$20.25	\$20.66	\$21.07
Material Controller	\$19.78	\$20.18	\$20.58	\$20.99
Sub-Foreperson	\$19.28	\$19.67	\$20.06	\$20.46
Licensed Welder	\$18.91	\$19.29	\$19.68	\$20.07
Licensed Bodyperson	\$18.61	\$18.98	\$19.36	\$19.75
Plants Serviceperson	\$18.60	\$18.97	\$19.35	\$19.74
Sewage Plant Operator "A"	\$18.20	\$18.56	\$18.93	\$19.31
Water Treatment Operator "A"	\$18.20	\$18.56	\$18.93	\$19.31
Grader Operator	\$18.12	\$18.48	\$18.85	\$19.23
Lead Hand	\$18.07	\$18.43	\$18.80	\$19.18
Flusher-Vacuum Equipment Operator	\$17.34	\$17.69	\$18.04	\$18.40
One Person Snow Plow Operator	\$17.28	\$17.63	\$17.98	\$18.34
Backhoe Operator	\$17.28	\$17.63	\$17.98	\$18.34
Meterperson	\$17.10	\$17.44	\$17.79	\$18.15
Mechanical Equipment/Yard Operator	\$17.09	\$17.43	\$17.78	\$18.14
Small Motor Repairperson	\$17.00	\$17.34	\$17.69	\$18.04
Trouble Investigator	\$16.99	\$17.33	\$17.68	\$18.03
Bricklayer	\$16.94	\$17.28	\$17.63	\$17.98
Building Maintenanceperson	\$16.87	\$17.21	\$17.55	\$17.90
Traffic Line Painter	\$16.87	\$17.21	\$17.55	\$17.90
Mechanical Equipment Operator	\$16.86	\$17.20	\$17.54	\$17.89
Maintenanceperson	\$16.71	\$17.04	\$17.38	\$17.73
Mechanic Helper	\$16.71	\$17.04	\$17.38	\$17.73
Welder Helper	\$16.71	\$17.04	\$17.38	\$17.73
Electrician Helper	\$16.71	\$17.04	\$17.38	\$17.73
Sign Installer	\$16.71	\$17.04	\$17.38	\$17.73
Hydrantperson	\$16.60	\$16.93	\$17.27	\$17.62
Truck Driver - Underbody Plow	\$16.57	\$16.90	\$17.24	\$17.58
Truck Driver - Snow Plow	\$16.57	\$16.90	\$17.24	\$17.58
Pump Station Attendant	\$16.54	\$16.87	\$17.21	\$17.55
Meterperson Helper	\$16.43	\$16.76	\$17.10	\$17.44
Plants Serviceperson Helper	\$16.43	\$16.76	\$17.10	\$17.44
Pipefitter	\$16.43	\$16.76	\$17.10	\$17.44

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CLASSIFICATION	MARCH 31, 1999	APRIL 1, 1999	APRIL 1, 2000	APRIL 1, 2001
Maintenanceperson Trainee	\$16.23	\$16.55	\$16.88	\$17.22
Truck Driver	\$16.18	\$16.50	\$16.83	\$17.17
Sewage Plant Operator "B"	\$16.18	\$16.50	\$16.83	\$17.17
Water Treatment Operator "B"	\$16.18	\$16.50	\$16.83	\$17.17
Hydrantperson Trainee	\$16.15	\$16.47	\$16.80	\$17.14
Driller	\$16.11	\$16.43	\$16.76	\$17.10
Trouble Investigator Helper	\$15.93	\$16.25	\$16.58	\$16.91
Pump Station Attendant Helper	\$15.93	\$16.25	\$16.58	\$16.91
Utilityperson	\$15.87	\$16.19	\$16.51	\$16.84
Flagperson	\$15.87	\$16.19	\$16.51	\$16.84
Material Controller Trainee	\$15.82	\$16.14	\$16.46	\$16.79
Deliveryperson	\$15.78	\$16.10	\$16.42	\$16.75
Janitor	\$15.75	\$16.07	\$16.39	\$16.72
Equipment Expeditor	\$15.72	\$16.03	\$16.35	\$16.68
Probationary Labourer	\$15.72	\$16.03	\$16.35	\$16.68
Permanent Labourer	\$15.72	\$16.03	\$16.35	\$16.68
Temporary Labourer	\$15.72	\$16.03	\$16.35	\$16.68

AT

SCHEDULE "A-1"
RETIREMENT INCENTIVE

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

2820-50697 - G. Blais	2820-50537 - J. Brouillard
2820-50319 - F. Caprara	2820-50159 - L. Celli
2820-50416 - M. Charette	2820-50273 - D. DiPietrantonio
2820-50381 - E. Eadie	2820-50506 - R. Gratton
2820-50633 - E. Methe	2820-50325 - R. Ranger
2820-50776 - C. St. Onge	2820-50332 - J.M. Theriault
2820-50415 - 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).

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 eliding scale expressed as a percentage of the value Of the Past Service Benefits at time of actual retirement.

<u>Days After attaining</u> <u>90 Factor</u>	<u>Percentage of Past</u> <u>Service Benefits as</u> <u>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 instalments.

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 (70%) Percent maximum imposed through O.M.E.R.S. legislation.

SCHEDULE "B-1"

SEWAGE PLANT OPERATORS

CLE #20:02(4)(1)

MONDAY	D
TUESDAY	D
WEDNESDAY	D
THURSDAY	D
FRIDAY	D
SATURDAY	R
SUNDAY	R

LEGEND: D = Day Shift
R = Regular Day Off

RT

SCHEDULE "B-2"

WATER OPERATORS

WAHNAPIITAE PLANT

SATURDAY	R	24:00-12:00 N	R	R	R	12:00-24:00 D	R	R	R
SUNDAY	R	24:00-12:00 N	R	R	R	12:00-24:00 D	R	R	R
MONDAY	N	D	D	D	D	R	A	D	D
TUESDAY	N	D	D	D	D	R	A	D	D
WEDNESDAY	N	R	D	D	D	D	A	D	D
THURSDAY	N	R	D	D	D	D	A	D	D
FRIDAY	N	R	D	D	D	R	A	D	D

R = Regular Day Off

N = Night shift

A = Afternoon Shift

D = Day shift

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SCHEDULE "B-3"
SEWAGE OPERATIONS
SUBBURY SEWAGE TREATMENT PLANT
THREE SHIFT OPERATIONS

		1	2	3	4	5	6	7
SATURDAY	R	24:00-12:00 N	R	11:00-23:00 D	R	R	R	R
SUNDAY	R	24:00-12:00 N	R	11:00-23:00 D	R	R	R	R
MONDAY	N	R	D	D	A	D	D	D
TUESDAY	N	R	D	D	A	D	D	D
WEDNESDAY	N	D	D	R	A	D	D	D
THURSDAY	N	D	D	R	A	D	D	D
FRIDAY	N	R	D	R	A	D	D	D

R = Regular Day Off
N = Night Shift
A = Afternoon Shift
D = Day Shift

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

	1	2	3	4	5	6	7
SATURDAY	R	R	15:00-23:00 A	08:00-16:00 D	R	R	R
SUNDAY	R	R	15:00-23:00 A	08:00-16:00 D	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 Off
A = Afternoon Shift
D = Day Shift

SCHEDULE B-5

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TROUBLE INVESTIGATORS' SHIFT SCHEDULE
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			B	C		
	8 - 4	4 - 12	WE		8 - 4	4 - 12 WE
JANUARY 2000				FEBRUARY 2000		
SI			18	T1	C	B
S2			18	W2	C	B
				T3	C	B
M3	STAT	STAT	18	F4	C	B
T4	C	B		S5		B
W5	C	B		S6		B
T6	C	B				
F7	C	B		M7	B	C
S8			B	T8	B	C
S9			B	W9	B	C
				T10	B	C
M10	B	C		F11	B	C
T11	B	C		S12		18
W12	B	C		S13		18
T13	B	C				
F14	B	C		M14	C	B
S15			C	T15	C	B
S16			C	W16	C	B
				T17	C	B
M17	C	B		F18	C	B
T18	C	B		S19		B
W19	C	B		S20		B
T20	C	B				
F21	C	B		M21	B	C
S22			18	T22	B	C
S23			18	W23	B	C
				T24	B	C
M24	B	C		F25	B	C
T25	B	C		S26		C
W26	B	C		S27		C
T27	B	C				
F28	B	C		M28	C	B
S29			C	T29	C	B
S30			C			
M31	C	B				

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday
Inclusive will 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.

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SCHEDULE B-5

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TROUBLE INVESTIGATORS' SHIFT SCHEDULE

	B			C		
	8 - 4	4 - 12	WE	8 - 4	4 - 12	WE
<u>MARCH 2000</u>				<u>APRIL 2000</u>		
W1	C	B		SI		B
T2	C	B		S2		B
F3	C	B				
S4			18	M3	B	C
S5			18	T4	B	C
				W5	B	C
M6	B	C		T6	B	C
T7	B	C		F7	B	C
W8	B	C		S8		C
T9	B	C		S9		C
F10	B	C				
S11			C	M10	C	B
S12			C	T11	C	B
				W12	C	B
M13	C	B		T13	C	B
T14	C	B		F14	C	B
W15	C	B		S15		18
T16	C	B		S16		18
F17	C	B				
S18			B	M17	B	C
S19			B	T18	B	C
				W19	B	C
M20	B	C		T20	B	C
T21	B	C		F21	STAT	STAT
W22	B	C		S22		C
T23	B	C		S23		C
F24	B	C				
S25			18	M24	STAT	STAT
S26			18	T25	C	B
				W26	C	B
M27	C	B		T27	C	B
T28	C	B		F28	C	B
W29	C	B		S29		B
T30	C	B		S30		B
F31	C	B				

Weekday standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive will 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.

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TROUBLE INVESTIGATORS' SHIFT SCHEDULE

	B			C		
	8 - 4	4 - 12	WE	8 - 4	4 - 12	WE
MAY 2000				JUNE 2000		
MI	B	C		TI	B	C
T2	B	C		F2	B	C
W3	B	C		S3		C
T4	B	C		S4		C
F5	B	C				
S6			18	M5	C	B
S7			18	T6	C	B
				W7	C	B
M8	C	B		T8	C	B
T9	C	B		F9	C	B
W10	C	B		S10		B
T11	C	B		S11		B
F12	C	B				
S13			B	M12	B	C
S14			B	T13	B	C
				W14	B	C
M15	B	C		TI5	B	C
T16	B	C		F16	B	C
W17	B	C		S17		18
T18	B	C		S18		18
F19	B	C				
S20			C	M19	C	B
S21			C	T20	C	B
				W21	C	B
M22	STAT	STAT	C	T22	C	B
T23	C	B		F23	C	B
W24	C	B		S24		B
T25	C	B		S25		B
F26	C	B				
S27			18	M26	B	C
S28			18	T27	B	C
				W28	B	C
M29	B	C		T29	B	C
T30	B	C		F30	B	C
W31	B	C				

Weekday standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive will 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.

SCHEDULE B-5

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TROUBLE INVESTIGATORS' SHIFT SCHEDULE

B				C			
8 - 4		4 - 12	WE	8 - 4		4 - 12	WE
JULY 2000			AUGUST 2000				
S1			C	T1	C	B	
S2			C	W2	C	B	
				T3	C	B	
M3	STAT	STAT	C	F4	C	B	
T4	C	B		S5			B
W5	C	B		S6			B
T6	C	B					
F7	C	B		M7	STAT	STAT	B
S8			18	T8	B	C	
S9			18	W9	B	C	
				T10	B	C	
M10	B	C		F11	B	C	
T11	B	C		S12			C
W12	B	C		S13			C
T13	B	C					
F14	B	C		M14	C	B	
S15			C	T15	C	B	
S16			C	W16	C	B	
				T17	C	B	
M17	C	B		F18	C	B	
T18	C	B		S19			18
W19	C	B		S20			18
T20	C	B					
F21	C	B		M21	B	C	
S22			B	T22	B	C	
S23			B	W23	B	C	
				T24	B	C	
M24	B	C		F25	B	C	
T25	B	C		S26			C
W26	B	C		S27			C
T27	B	C					
F28	B	C		M28	C	B	
S29			18	T29	C	B	
S30			18	W30	C	B	
				T31	C	B	

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive will 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.

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TROUBLE INVESTIGATORS' SHIFT SCHEDULE

B			C			
8 - 4	4 - 12	WE	8 - 4	4 - 12	WE	
SEPTEMBER 2000			OCTOBER 2000			
F1	C	B				
S2			B			
S3			B	SI		18
M4	STAT	STAT	B	M2	B	C
T5	B	C		T3	B	C
W6	B	C		W4	B	C
T7	B	C		T5	B	C
F8	B	C		F6	B	C
S9			18	S7		C
S10			18	S8		C
M11	C	B		M9	STAT	STAT C
T12	C	B		T10	C	B
W13	C	B		W11	C	B
T14	C	B		T12	C	B
F15	C	B		F13	C	B
S16			B	S14		B
S17			B	S15		B
M18	B					
T19	B					
W20	B					
T21	B					
F22	B	C		F20	B	C
S23			C	S21		18
S24			C	S22		18
M25	C	B		M23	C	B
T26	C	B		T24	C	B
W27	C	B		W25	C	B
T28	C	B		T26	C	B
F29	C	B		F27	C	B
S30			18	S28		B
				S29		B
				M30	B	C
				T31	B	C

Weekday Standby - 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive will 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		
8 - 4	4 - 12	WE	8 - 4	4 - 12	WE
NOVEMBER 2000			DEC 2000		
W1	B	C			
T2	B	C			
F3	B	C	F1	B	C
S4			S2		18
S5		C	S3		18
M6	C	B	M4	C	B
T1	C	B	T5	C	B
W8	C	B	W6	C	B
T9	C	B	T1	C	B
F10	C	B	F8	C	B
S11		18	S9		B
S12		18	S10		B
M13	STAT	STAT	M11	B	C
T14	B	C	T12	B	C
W15	B	C	W13	B	C
T16	B	C	T14	B	C
F17	B	C	F15	B	C
S18		C	S16		C
S19		C	S17		C
M20	C	B	M18	C	B
T21	C	B	T19	C	B
W22	C	B	W20	C	B
T23	C	B	T21	C	B
F24	C	B	F22	C	B
S25		B	S23		18
S26		B	S24		18
M27	B	C	M25	STAT	STAT
T28	B	C	T26	STAT	STAT
W29	B	C	W27	B	C
T30	B	C	T28	B	C
			F29	B	C
			S30		C

Weekday Standby ~ 12:01 A.M. to 8:00 A.M. Monday to Friday inclusive will 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.

SCHEDULE "C"

STUDENT PAY PLAN

1999 - 2002

	MARCH 31, 1999	APRIL 1, 1999	APRIL 1, 2000	APRIL 1, 2001
Start Rate	\$10.09	\$10.29	\$10.50	\$10.71
Year 2	\$11.54	\$11.77	\$12.01	\$12.25
Year 3	\$12.98	\$13.24	\$13.50	\$13.77

APPENDIX "A"

THE 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 end added to the pay cheque preceding the holiday period.

This application must be in the hands of the Payroll Department not later than four (4) 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 COMMISSIONER _____
DATE RECEIVED BY PAYROLL DEPARTMENT _____

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APPENDIX "B"
THE REGIONAL MUNICIPALITY OF SUDBURY
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
_____, 20 ____.

DATE _____
EMPLOYEE _____
SIGNATURE _____
EMPLOYEE NO. _____

APPROVED _____ DATE _____
NOT APPROVED _____ DATE _____

SIGNATURE: _____
POSITION: _____
commissioner, Division
or Section Head

NOTE: Should an Employee's application be denied, then the
affected Employee 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 1999-2002 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. The work to be performed will be the repair and maintenance of valves and scheduled sewer and watermain 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, line painting and the polyphosphate swabbing program. 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 1st to October 31st, and utilizing up to a maximum of ten (10) Employees.

2) BANK TIME

For the period April 1st, 1999 to March 31st, 2002, and notwithstanding the provisions of Article #21 - 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/her 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.

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 shall be paid for by the Employer in the pay period before Christmas.

The application of the above is dependent on the Employee by October 31st each year indicating in writing to the Manager 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 1999-2000 Collective Agreement between The Regional Municipality of Sudbury 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.

3) **SAFETY FOOTWEAR - MIX ASPHALT CREWS**

That the Employer agrees to:

- 1) Allow for an additional Boot Allowance In the amount of **ONE HUNDRED AND TEN (\$110.00) DOLLARS** effective April 1st, 1999 for those permanent staff who work with Hot Mix Asphalt for the full period April 1st to October 31st. This amount shall increase to **ONE HUNDRED AND FIFTEEN (\$115.00) DOLLARS** effective April 1st, 2000 and to **ONE HUNDRED AND TWENTY (\$120.00) DOLLARS** effective April 1st, 2001 on the same terms as above.
- 2) This Allowance is to be paid during the first week of November upon the production of a valid sales receipt.

4) **COVERALLS - TROUBLE INVESTIGATION VEHICLES**

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

5) TOOL INSURANCE

The Employer agrees to contribute up to a maximum of **TWO HUNDRED AND TWENTY (\$220.00) DOLLARS** towards the deductible on a claim put forward by an Employee on his/her personal insurance policy for the theft or or destruction by fire or vandalism Of his/her personal cools, required by the Employer, while stored at a Regional facility.

6) STANDBY PAY

That those Employees who are and remain in the permanent classifications of Trouble Investigators or Trouble Investigator Helpers as of January 1st, 1982 (specifically: C. page, R. Laforge and A. Auger), 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.

7) TRANSFERS BETWEEN LOCALS

The Parties agree that they will discuss this issue in a Labour-Management Committee forum.

8) TRAINING

The Employer and the Union agree that training is an important issue. As a result, the issue of training will be discussed by the Labour-Management Committee with the objective of reviewing the present methods of training, Opportunities for training and making joint recommendations concerning training initiatives.

9) WSIB FORM #7

The Employer shall provide the injured worker and a designated Union Representative with a completed copy of the Workplace Safety and Insurance Board Form 7 - Employer's Report of Accident Injury or Industrial Disease, at the same time the form is submitted to WSIB. Any concerns the Employee or the Union have with the information on the Form may first be presented to the Health, Safety and WSIB Claims co-ordinator, or his designate, for consideration and adjustment.

It is agreed and understood that if the injured worker so

requests, the Form 7 Will not be provided to the Union.

10) **AMALGAMATION AND REGIONALIZATION**

In the event the Employer merges or amalgamates with any Other municipal government body, or services migrate from one tier of municipal government to another, the Employer will:

- 1) Provide the Union with as much advance notice as possible;
- 2) Attempt to ensure that all service and seniority rights are maintained;
Specifically:
 - i) The seniority lists of the affected Bargaining Units from the two or more entities will be merged/ intermingled, based on past service;
 - ii) where pre-existing jobs are transferred with Employees through the above process, Employees will not be granted bumping rights. but will assume the positions which are transferred;
 - iii) where services are transferred under the above process, and resulting efficiencies/changes result in surplus Employees performing the same Work, the junior Employees performing the work will be granted bumping rights, regardless which Employer they originate from;
 - iv) Only after processes i) to iii) above, have been completed will displaced employees be granted bumping rights.
- 3) Attempt to ensure that all service credits relating to vacations with pay and pension benefits be recognized. Group insurance coverages including any Sick Leave Plans will be maintained after amalgamation/service migration, pending a ruling from The Ontario Labour Relations Board, or mutual agreement.
- 4) Without impacting on the rights of any Employee, the Employer agrees to recognize the Canadian Union of Public Employees as the Bargaining Agent for Employees who perform work which is currently covered under the scope

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clauses Of the Regional Municipality of Sudbury, and its various C.U.P.E. Locals.

In the event of an amalgamation/service migration, the Parties agree to meet to effect the above and deal with Other issues that may arise, through a Letter of Understanding during the Tern of the Agreement. Failure to do so Will not make the issue or this language the subject Of a grievance. Rather, either Party can then refer the issue for resolution to The Ontario Labour Relations Board.

while their authority does not extend beyond the three Bargaining Units covered under this Memorandum, the C.U.P.E. Representatives who are signatory to this Agreement agree that the above should represent C.U.P.E.'s approach to the issue with any other entity which it represents within The Regional Municipality of Sudbury's geographic boundaries.

11) CHANGES TO GROUP INSURANCE COVERAGES

During the term of this Agreement, the Parties agree to the following:

- a) our Group Insurance Plan documents will be amended to allow for mandatory generic substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. The carrier will be advised to instruct pharmacists to ignore pre-printed statements on doctor's scripts stating no generic substitution;
- b) During the term Of this Agreement, the parties agree that the O.D.A. Fee Schedule be updated to the 1999 level, and will be updated in each year of the Agreement as new fee Schedules are published by the Association;
- c) The Parties agree to eliminate semi-private and private hospital room coverages from the Plan, affective the first Of the month following ratification. All Employees will be advised that this coverage will no longer be available and if an Employee Wants a semi-private or private room, they will pay for same directly. However, Where Area Hospitals bill Employees for semi-private or private rooms without the Employee having requested same,

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those bills will be paid by the Employee on presentation of invoices to the Human Resources Division, and the issue of improper bills will be taken up by the Employer and the Hospital involved. The issue of improper billing will not exist where only semi-private/private rooms are available and the carrying agency can legally force the premium for the room to be paid. In such instances the premium for the room will be paid by the Employer. This arrangement only applies to semi-private/private rooms and will not be extended to current/future daily fees for chronically ill patients, or other accommodation charges which are not contemplated by our Plan design.

12) BUILDING

Notwithstanding the provisions Of Article 20:01(1)(i) of the Local 6 Collective Agreement, the Parties expressly agree that normal hours of work for Employees in this classification shall be as follows:

- 1) One (1) Incumbent shall work the shift commencing at 7:30 a.m. and concluding at 4:00 p.m., with a one-half ($\frac{1}{2}$) hour unpaid lunch from Monday to Friday;
- 2) The other Incumbent shall work the shift commencing at 8:30 a.m. and concluding at 5:00 p.m., with a one-half ($\frac{1}{2}$) hour unpaid lunch from Monday to Friday;
- 3) It is agreed that these Employees shall alternate between these two (2) different hours of work on a weekly basis, or such other time period as is mutually agreed upon between the Parties. It is expressly understood that Overtime (Article 21:01) and Shift Premiums (Article 22) shall not apply to these regular hours of work.

It is expressly understood by the Parties that notwithstanding Article 2:01 (Scope), or Article 24 (Relieving in Other Grades) that the Building Superintendent shall participate in this Standby Schedule for two (2) weeks every month.

13)

ONE PERSON SNOW PLOW OPERATION

The Parties agree that should a One Person Snow Plow operator be involved in an accident while performing duties of this classification, and be charged with an Offense under The Highway Traffic Act, and be assessed by the Employer to have followed all the rules and procedures associated with the operation of the designated equipment, that the Employer will provide reasonable legal representation to the Employee in resolving the charge through the courts.

DATED at The Regional Municipality Of Sudbury, Ontario
this day of , A.D. 2000.

THE REGIONAL MUNICIPALITY OF
SUDBURY

Reviewed By
RE
ENGINEERING
TREASURY
PLANNING
OTHER

CHAIR

CLERK

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #6, C.U.P.E.

PRESIDENT

SECRETARY

REPRESENTATIVE

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BY-LAW 99-99A

**BEING A BY-LAW OF THE REGIONAL MUNICIPALITY OF
SUDBURY CONCERNING SICK LEAVE CREDIT
GRATUITIES FOR THE EMPLOYEES OF THE REGIONAL
MUNICIPALITY OF SUDBURY**

WHEREAS the Council of The Regional Municipality of Sudbury ~~deems~~
it desirable to continue the plan of sick leave credit gratuities for the employees of
The Regional Municipality of Sudbury established by By-Law 73-30 or amended,
and as continued by By-laws 85-155 and 89-260;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
REGIONAL MUNICIPALITY OF SUDBURY HEREBY ENACTS AS FOLLOWS

1. In this By-Law,
 - (a) 'AREA MUNICIPALITY' means any one of the seven area
municipalities of The Regional Municipality of Sudbury,
 - (b) 'BASIC RATE' means the rate of pay of the individual's permanent job
classification at the time of injury/sickness,
 - (c) 'COMMISSIONER' means the Chief Administrative Officer,
Commissioner of Corporate Services, Commissioner of Health and
Social Services, Commissioner of Planning and Development,
Commissioner of Public Works, General Manager of the Sudbury
Regional Development Corporation, Chief of Police, and their
designates,
 - (d) 'COUNCIL' means the Council of The Regional Municipality of
Sudbury,
 - (e) 'EMPLOYEE' means only persons in the employ of the Region, in the
following groups:
 - (i) Members of the Canadian Union of Public Employees, Local
#148, Full-Time, C.L.C., and
 - (ii) Sworn Officers and Civilian members of the Sudbury Regional
Police Association.

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- (f) 'EMPLOYEE HEALTH CARE - ~~personal~~ maintenance of' means the personal attendance by a ~~legally qualified and licensed medical practitioner~~, medical specialist, dentist, chiropractor, optometrist or physio-therapist for diagnostic or treatment services to an employee whether through direct employee contact or subsequent referral,
- (g) 'MONTH' shall mean a calendar month,
- (h) 'NET PAY' means the value of the employee's basic rate of pay less E.I., C.P.P., Income Tax, and O.M.E.R.S. Deductions,
- (i) 'REGION' means The Regional Municipality of Sudbury,
- (j) 'REGULAR ATTENDANCE' means the attendance of an employee at his/her duties for any month, on the days and during the hours for which his/her attendance is required during that month. according to the terms of his/her employment
- (k) 'SERVICE' means all attendances and authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks,
- (l) 'SICK LEAVE ABSENCE' means absence from regular attendance by sickness or other physical incapacity for which such leave of absence may be paid from the established credits,
- (m) 'SICK LEAVE CERTIFICATE' means a certificate verifying a claim for sick leave in the form attached hereto and forming part of this By-law as Schedule "A", or in the case of Police Officers and Civilian Employees covered by the Sudbury Police Association Collective Agreements, in the form attached as Schedule "B",
- (n) 'SICK LEAVE CREDIT' means a per diem allowance or portion thereof as provided by this By-law for sick leave absence. and
- (o) 'TREASURER' shall mean the Treasurer of The Regional Municipality of Sudbury.

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2. (a) A plan of sick leave credit gratuities is hereby continued for all employees as denned above and, subject to the control of Council, the conduct and management of the plan shall be vested In the Director of Human Resources.

(b) The Director of Human Resources shall perform all things necessary or incidental to carry on the sick leave Credit gratuities plan. Each Commissioner, In conjunction with the Director of Human Resources. shall have the power to allow, amend or disallow any sick leave credit or sick leave absence for an employee In accordance with the terms of this By-Law. provided, however, that the disallowance by the Director of Human Resources of any sick leave credit or sick leave absence shall be subject to the appeal set out In Section 6 of this By-law.

(c) The Treasurer shall provide and keep a Register in which all sick leave credits and sick leave absences for all employees shall be recorded so that the register will show the net sick leave credit of an employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credits.

(d) Sick leave absences for those employees who normally are considered to work a five-day week shall be charged against the credits provided therefor. on the basis of a day off being equal to one day's credit. Sick leave absences that are less than a full day shall be charged against sick leave credits on an hour for hour absence basis.

(e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four hours pay within e span of a work day.

(f) Sick leave absences for those employees who normally work a four. day week shall be charged against the credits provided therefor. on the basis of a day off being equal to 1.25 (one and one-quarter) days' credit.

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3. All employees who are covered by the **C.U.P.E., Local 148 Full-time Collective Agreement** or covered by the **Sudbury Regional Police Association Collective Agreement** or covered by the Collective Agreement for the **Sudbury Regional Police Association Civilian Group**, shall be entitled to a sick leave credit of one and one-half (1 ½) days for every month of regular attendance, and the sick leave credits of any employee shall be cumulative, provided that an employee will not be entitled to a sick leave credit if:

- (i) he/she has taken an unauthorized leave of absence during the month, or if
- (ii) he/she has taken an authorized leave of absence without pay for a period in excess of two calendar weeks.

4. (a) An employee who is absent from his/her duties for more than five working days from a compensable accident suffered during the course of his/her duties as an employee of the Region may apply to the Region to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth working day and for each additional work day for which the employee is absent due to the accident, there shall be charged against his/her sick leave credits that portion paid to the said employee by the Region, converted to days or a portion thereof.

(b) The Region shall only deduct from the employee's sick leave credits the change and excess Portion of wages between the Worker's Safety Insurance and his/her net basic daily rate. Should the employee's sick leave credits become exhausted, then the Region shall not continue further payments.

(c) No employee shall receive sick leave pay for absence in excess of his/her accumulated sick leave credit.

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(d) Employees may be allowed up to a maximum of three days pay for compassionate family reasons which days of absence shall be deducted from their accumulated sick leave credits. subject to the provision that such compassionate leave is not provided by some other Regional provision.

(e) An employee shall not be entitled to benefits under Section 4(d) If he/she falls, upon request, to furnish his/her supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.

(f) Accumulated sick leave credits shall not be paid out for the time period an employee would qualify for Employment Insurance/Maternity/Parental Benefits.

(g) An employee may subsidize his/her Weekly Indemnity Insurance Coverage to that of his/her basic salary, from his/her accrued sick leave credits in keeping with Regional policy and practices and the term and conditions of the Master Contract.

(h) An employee may subsidize his/her Long Term Disability (LTD) Insurance Coverage to Eighty-five Percent (85%) of his/her basic salary from his/her accrued sick leave credits in keeping with the Employer policy and practices and the terms and conditions of the Master Contract.

5. (a) An employee shall report his/her illness no later than the first hour on the first day on which such employee is absent from his/her work, to his/her supervisor.

(b) Notwithstanding Section 5(a) above, a police officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements shall report his/her illness at least one hour before his/her scheduled starting time to the police officer on duty in the Uniform Platoon Sergeant's office.

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(c) Upon an employee's return, he/she shall file with his/her supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule "A", or, in the case of Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, Schedule "B", for consideration; and. If the absence has been in excess of three consecutive work days, he/she may also be required by his/her supervisor to file a physician's certificate.

(d) Except for Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate If required by the supervisor, shall be filed when the claim of any employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the employee's normal day off.

(e) For Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate If applicable, shall be filed when the claim of a Police Officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements is for a day immediately preceding or succeeding his/her vacation leave or his/her regularly scheduled day off.

(f) A Commissioner or designate, upon previous notice or interview, may demand a medical doctor's certificate for a one-day or two-day sick leave of absence.

6. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each Commissioner an annual statement of sick leave credits for each employee in the Department. Any employee shall have the right to appeal the contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer or the Region

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prior to the 15th day of March of the year in which the statement was received, provided that If no appeal is filed as aforesaid the contents of the said statement shall be considered final end binding.

(b) A Board of Review for hearing of such appeals is hereby constituted consisting of the President of the appealing employee's union (or a representative in the case of a non-union employee), the Director of Human Resources, and a Chair of the Board, to be selected by the Union President (or the non-union representative) and the Director of Human Resources. If the Union President (or non-union representative) and the Director of Human Resources are unable to agree, then the selection of Chair shall be made by the Region Solicitor in his/her sole discretion. A majority decision of the Board of Review shall be final end binding upon the Region and the employee.

(c) Where an appeal is filed with the Treasurer he/she shall forthwith notify the Director of Human Resources and President of the appealing employee's union (or non-union representative). The Board shall set a date for the hearing of the appeal and the Chair shall notify the Treasurer of such date and place of hearing. Whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven days prior to the date set by the Board for the hearing of the appeal.

(d) The decision of the Board of Review in respect to any appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.

7. (a) When an employee having five years of completed service with the Region or on transfer with uninterrupted service from an Area Municipality ceases to be employed by the Region, there shall be paid to him/her or to his/her personal representative or, failing a personal representative, to such other person as the Board of Review may determine:

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

8. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 7(a) upon termination of employment regardless of cause, provided, however, that the Region may withhold therefrom any amount for which such employee is legally liable to account to the Region in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the Region. Any dispute over amounts so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the employees. This By-law shall not give the Region rights or remedies for collection of debts or taxes not conferred by law.

9. This By-Law does not apply to Registered Nurses employed at Pioneer Manor Long-Term Care Facility in The Regional Municipality of Sudbury, as the result of an arbitration award made pursuant to The Hospital Labour Disputes Arbitration Act by Brent Arbitrations Incorporated dated the 16th day of September, 1980.

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10. By-Law 89-280 is hereby repealed, with all credits and gratuities earned under that By-law continued.

READ AND PASSED IN OPEN COUNCIL this 24th day of March. 1999.



CHAIR



CLERK



SICK LEAVE CERTIFICATE

EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

1. I hereby apply for sick leave absence as stated hereunder and certify on my honour that my absence was occasioned by sickness from _____ to _____ inclusive.
- Total days _____
- Nature of Sickness _____
- Date _____ 19 _____
- Employee's Signature _____

PHYSICIAN'S CERTIFICATE

2. I, the undersigned, a duly registered and qualified medical practitioner, certify that _____
- was under my care for _____ days due to the above sickness
- Date _____ 19 _____
- Doctor's Signature _____

DECISION OF APPLICATION

3. ~~The~~ above application
- 1) Is allowed _____
- 2) Is not allowed _____
- 3) Is allowed but amended as follows: _____
- Date _____ 19 _____
- Signature of Dept. Head _____
- Badge No. _____
- Pay _____ hrs. @ _____
- Deduct _____ days from: Sick Leave Credit ☐ or
- W. I. Bank Days ☐

24

**1999 ~ 2002
COLLECTIVE AGREEMENT**

**THE REGIONAL MUNICIPALITY OF SUDBURY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #6**

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BEING A BY-LAW OF THE REGIONAL MUNICIPALITY
OF SUDBURY TO AUTHORIZE THE CHAIR AND CLERK
TO EXECUTE A THREE-YEAR COLLECTIVE AGREEMENT
BETWEEN THE REGIONAL MUNICIPALITY OF SUDBURY AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #6

WHEREAS the Council of The Regional Municipality of Sudbury
deems it desirable to execute a Three-Year Collective
Agreement between The Regional Municipality of Sudbury and Canadian
Union of Public Employees, Local #6;

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

1. That the Chair and Clerk be, and the same are hereby
authorized to execute a Three-Year Collective Agreement between The
Regional Municipality of Sudbury and Canadian Union Of Public
Employees, Local #6, commencing April 1, 1999, and ending March 31,
2002.
2. That this By-law shall come into force and take effect
immediately upon the final passing thereof.

READ AND PASSED IN OPEN COUNCIL this 8th day of December,
1999.



CHAIR



CLERK

CERTIFIED TRUE COPY

REGIONAL CLERK