

1992 - 1993  
COLLECTIVE AGREEMENT  
THE REGIONAL MUNICIPALITY OF SUDBURY  
AND

SOURCE	Municip		
EFF.	92	01	01
TERM.	93	12	31
No. OF EMPLOYEES	142		
NOMBRE D'EMPLOYÉS	142		

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #207 - OCT

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1992 - 1993  
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 THE REGIONAL MUNICIPALITY OF SUDBURY  
 AND  
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #207 - OCT  
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THIS AGREEMENT made and entered into this 1st day of January 1992

BETWEEN :

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

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL #207, C.U.C.  
(Hereinafter called the "Union")

OF THE SECOND PART

ARTICLE # 1 - PURPOSE

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

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

ARTICLE # 2 - SCOPE

2:01 This Agreement shall apply to all Employees of the Employer, save, and except the following:

Chair's Executive Assistant, Executive and Communications Officer, Chief Administrative Officer, Clerk, Deputy Clerk, Director of Health and Social Services, Solicitor, Assistant Solicitor, Property Negotiator, Personnel Director, Labour Relations and Classifications Officer, Safety and Training Officer, Employee Records Clerk, Clerk-Typist/Personnel Office, Professional Planners, Chief cartographer, Co-ordinator of Surveys, Professional Engineers, Chief Building Inspector, By-law Enforcement Officer, Sub-Division Control Officer, Secretary-Treasurer/Committee of Adjustment and Land Division Committee, Deputy Secretary-Treasurer/Committee of Adjustment and Land Division Committee, Co-ordinator of Environmental Services, Environmental Control Officer, Co-ordinator of Construction Services, Chief Inspector - Construction Services, Co-ordinator of Project Services, Co-ordinator of Technical Services, Director of Operations and Maintenance, Superintendent of Operations and Maintenance, Operations Office Supervisor, General Forepersons and Supervisors, Co-ordinator of Economic Development, Development Officer, Technical Officer, Regional Treasurer, Deputy Treasurer, Director of Accounting Services, Director of Financial Services, Budget Co-ordinator, Budget Officer, Financial Analyst, Funded Debt Accountant, Management Systems Analyst, Water Billing Supervisor, Administrative Assistants, one Secretary to each Department Head, one Secretary to each Division Head, three Secretaries to the Chair, 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.

2:02 All newly proposed positions will be considered jointly by the Employer and the Union to determine if the position should be included or excluded from the Scope of this Agreement.

2:03 Employees outside the Scope of this Agreement shall not perform the regular duties of the Employees within the Scope of the Agreement, except for the purposes of instruction, experimentation or during an immediate emergency.

ARTICLE # 3 - UNION RECOGNITION

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

ARTICLE # 4 - RESPONSIBILITY OF EMPLOYEES

4:01           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**.

4:02           This responsibility to the citizens is the sole responsibility of the Employer and requires that any dispute arising over the interpretation of the Terms of this Agreement be adjusted and settled in an orderly manner without interruption 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, that same will be dealt with under the Grievance Procedure hereinafter set forth under Article #6.

4:03           It shall be the responsibility of all Employees to notify the office of the Personnel Director within five (5) calendar days of any change in the Employee's address or telephone number.

ARTICLE § 5 - EMPLOYER RIGHTS

5:01           The Union agrees that it is the exclusive right of the Employer to:

- 1)       Maintain order, discipline, and efficiency.
- 2)       Hire, lay-off, classify, direct, transfer, promote, and for just cause to suspend, discipline, demote or discharge Employees.
- 3)       Generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and number of persons to be employed.

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

5:03           Whenever the Employer deems it necessary to censure or discipline an Employee, the Employee has the right to request the presence of a Union Steward if the Employee **so** wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the Secretary of the Union.

5:04           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 # 6 - GRIEVANCE PROCEDURE

6:01 This Grievance and Arbitration Procedure shall not apply to Union concerns regarding the adequacy of Job Documents and/or the Rating, for jobs covered by the Clerical-Technical Job Evaluation Plan, which shall be processed in accordance with the Challenge Procedure contained in the Clerical-Technical Job Evaluation Manual.

6:02(1) Within the Terms of this Agreement, a Grievance shall be defined as a difference arising between an Employee, the Union or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

6:02(2) An Employee Grievance must be signed by the aggrieved Employee and a General Grievance must be signed by the President and Secretary of the Union or their appointees and must also indicate the specific redress sought.

"Working Days" in this Clause shall be defined as Monday to Friday, exclusive of Saturday and Sunday and Specified Paid Holidays as defined in the Collective Agreement.

6:02(3) Complaints and Grievances shall be dealt with in the following manner., and all Grievances must be in writing and may be submitted provided that no more than thirty (30) working days have elapsed since the occurrence of the alleged Grievance.

6:02(4) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee from members of C.U.P.E., Local #207 who shall be Employees of the Employer. The members of such a Committee shall be communicated to the Employer.

6:02(5) 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.

ARTICLE # 6 - GRIEVANCE PROCEDURE (CONT'D)

6:02(6) An Employee may be discharged, suspended or disciplined for just cause and 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) working 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 (leas 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.

Stage One

The aggrieved Employee, accompanied by a Steward shall first take the written Grievance to the Employee's Immediate Supervisor. Any Employee's Grievance which is not settled by the Employee's Immediate Supervisor within five (5) working days of presentation, may then proceed to Stage Two, provided that not more than seven (7) working days have elapsed since the notification by the Supervisor to the Grievor of the decision. It is understood that any decision reached at this Stage of the Grievance Procedure is without precedent or prejudice.

Stage Two

One Union Committee Member accompanied by the aggrieved Employee, shall take the written grievance to their respective Department Head and send one (1) copy to the Personnel Director in conformance with the procedure under Stage One. A meeting shall take place within seven (7) working days from receipt of the notification from the Grievance Committee. An answer shall be given within seven (7) working days of the meeting. Any Grievance which is not settled by the Department Head and the Personnel Director may proceed to Stage Three, provided that not more than seven (7) working days have elapsed since the receipt of the Employer's written reply at Stage Two.



ARTICLE # 6 - GRIEVANCE PROCEDURE (CONT'D)

Stage Three

Two members of the Grievance Committee, a National Representative and/or Legal Counsel, may then take the matter up with the Chief Administrative Officer and the Personnel Director. A meeting shall take place within eighteen (18) working days from receipt of notification from the Grievance Committee for a meeting between the respective Parties. Failing settlement of the Grievance within nine (9) working days of the said meeting, the matter may then be referred to Arbitration in accordance with Section 44 or 45 of The Ontario Labour Relations Act, provided that not more than twenty (20) working days have elapsed since the decision by the Chief Administrative Officer has been submitted to the Union at this Stage.

**6:03**            Arbitration

6:03(1)            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) working 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.

**6:03(2)**            The above provisions shall apply unless either Party applies for a sole Arbitrator under Section 45 of The Ontario Labour Relations Act.

**6:03(3)**            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) working days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

ARTICLE # 6 - GRIEVANCE PROCEDURE (CONT'D)

6:03 Arbitration (Cont'd)

6:03(4) 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 an arrangement which it deems just and equitable.

6:03(5) Each Party shall pay the fees and expenses of its Nominee to the Board of Arbitration and one-half (1/2) of the fees and expenses of the Chairperson.

6:04 General Grievances

6:04(1) It is understood there is no General Grievance until the Personnel Director and the affected Department Head concerned or their designates, has had an opportunity to adjust the Complaint. Such Complaint to be satisfactorily settled within five (5) working days following the date of receipt of the Complaint or it may then be immediately implemented under Article #6 - Stage Three.

6:04(2) General Grievances are differences arising directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement. They may be submitted in writing by either Party and dealt with as a Grievance commencing at Stage Three of the Grievance Procedure, after Section 6:04(1) has been complied with.

6:04(3) Any Grievances by the Employer or the Union as provided under Section 6:04, shall be filed within sixty (60) working days of the date of the occurrence.

ARTICLE # 6 - GRIEVANCE PROCEDURE (CONT'D)

6:05            Employee Records

Any Notice of Disciplinary Action shall be disregarded after a period of eighteen (18) consecutive months provided that no further disciplinary action has been recorded. The Employer will advise the Employee in writing of the elimination of the Disciplinary Notice, with a copy to be sent to the Union.

6:06            The Employer shall notify an Employee of dissatisfaction concerning the Employee's work, or work habits, within twenty (20) days of occurrence.

6:07            The Employer agrees that the Union shall have the right at any time to have the assistance of Representatives of C.U.P.E. when dealing or negotiating with the Employer.

Such Representative or Member of the Executive shall have access to the offices of the Department of Personnel in order to investigate and assist in the settlement of a Grievance.

ARTICLE # 7 - UNION SECURITY

7:01(1)        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.

7:01(2)        The Employer agrees to deduct union dues from the earnings of each Employee in the amount certified by the Treasurer of the Union.

7:01(3)        The Employer agrees to deduct the amount of dues from the first and last payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union no later than seven (7) calendar days after which the dues are deducted.

7:01(4)        The Treasurer of the Employer when remitting the dues deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, also showing any additions or deletions in staff. This statement will also indicate the status of the Employees by showing whether an Employee is Permanent, Probationary, Temporary or Student.

ARTICLE # 7 - UNION SECURITY (CONT'D)

7:02           **No** contract, written or oral, shall be entered into between the Employer or any of its designated representatives, and Employees covered by this Agreement on matters relative to hours of work, wages and working conditions, promotions, or any other conditions affecting the welfare of the Employees in general.

7:03           Discipline

Whenever the Employer deems it necessary to censure or discipline an Employee for just cause, the Employee will be so advised in advance. The Employee may request the presence of a Steward if he/she so wishes. A copy of a written confirmation of a censure or discipline is to be forwarded to the Secretary of the Union.

7:04           Minutes - Regional Council

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

ARTICLE # 8 - SENIORITY

8:01           Seniority is defined as the length of continuous service in the employ of the Employer within the Bargaining Unit. Seniority shall operate on a Bargaining Unit-wide basis.

Therefore, the Parties recognize:

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

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

Therefore, the Parties agree that:

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

a)           Length of continuous service (Seniority).

b)           Efficiency, knowledge, and ability of the Employee, and the qualifications as contained in the Job Descriptions.

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

ARTICLE # 8 - SENIORITY (CONT'D)

8:01(1.) Should circumstances require a reduction of Employees, Temporary Employees in the Bargaining Unit shall be laid-off first; Probationary Employees in the Bargaining Unit shall be laid-off second; and then, starting with those Permanent Employees with the least seniority.

8:01(2) When Permanent and Probationary Employees are laid-off under this Article and jobs have re-opened with the Employer, such Employees shall be called back in accordance with Article #8:01.

8:01(3) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Temporary Employees who are laid-off under this Article.

8:02(1) The Seniority List of all Permanent and Probationary Employees covered by this Agreement shall be posted in July of each year. The July Seniority List will include all Permanent and Probationary Employees from the last payroll in June. This List will show all Permanent and Probationary Employees within the Bargaining Unit in order of Seniority, stating the Employee's number, name, classification, and date of latest entry into the employ of the Employer. Copies of the Seniority List will be posted on all Bulletin Boards and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a second Seniority List each calendar year upon written request.

8:02(2) A List of all Temporary Employees covered by this Agreement shall be posted in July of each year. This List will show the Employee's number, name, job classification, temporary status, and date of latest entry into the employ of the Employer. Copies of the 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 List each calendar year upon written request.

ARTICLE # 8 - SENIORITY (CONT'D)

8:03 In hiring, it is agreed and understood that all newly hired Probationary Employees will be on a probationary period of up to a maximum of six (6) months duration. After completion of the probationary period, seniority shall then become effective from the commencement date of probation.

8:04 Protests in regard to an Employee's seniority standing must be submitted in writing to the Personnel Director within thirty (30) days from the date that the Employee's name is first entered on the Seniority List. When proof of error is established by the Employee or the Employee's representative, such error will be corrected and the proper information inserted on the Seniority List. No change in the seniority status or other information required on the Seniority List of an Employee shall be made unless agreed upon by both Parties.

8:05 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, the Employee shall be paid in accordance with Section 13(6A) of The Employment Standards Act and amendments thereto.

8:06 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 ten (10) working days after the delivery or receipt of such notice, the Employer shall not be under any obligation to re-employ them.

ARTICLE # 8 - SENIORITY (CONT'D)

8:07                   Application of Seniority for Temporary Employment

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

2)       The probationary period will continue **as** outlined in the Collective Agreement from the date of hire as a Probationary Employee. Benefits applications are to be as outlined in Article #23:01(2).

3)       Vacation Pay received during the applicable temporary employment period to be paid back to the Employer as:

- a)       a lump sum, or
- b)       a pre-arranged and approved series of no more than four (4) payments within a One Hundred Twenty (120) calendar day period from the date of being hired as a Probationary Employee.

**NOTE:** Failure to comply with the above will result in Immediate and Effective Discharge.

4)       Temporary Employees do not have any seniority or seniority rights while they are Temporary Employees.

ARTICLE # 9 - LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

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

- 1)       Voluntary resignation.
- 2)       Discharge for just cause.
- 3)       Failing to report as required by Article #8:06 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 (5) consecutive working days.

ARTICLE #10 - JOB POSTING

10:01(1) All vacancies and newly created positions which the Employer intends to fill, shall be posted for a minimum of seven (7) calendar days, during which time Permanent Employees will have an opportunity to apply and be duly considered. If there is no applicant having the qualifications contained in the Job Description from amongst the Permanent Employees, then second consideration shall be given to applications from Probationary Employees; third consideration to Temporary Employees with at least seven (7) continuous months of employment with the Employer in the preceding eighteen (18) months and fourth consideration to all other groups. It is agreed and understood that Probationary and Temporary Employees have the opportunity to submit an application for a Job Posting when initially posted.

Note: Item #2 of the Letter of Commitment is to be considered an integral part of this Clause.

10:01(2) A Job Posting shall be posted for a minimum of seven (7) calendar days including the date of the Job Posting. Upon the removal of a Job Posting, a selection period of seven (7) calendar days will be allowed for the consideration of applications. After the selection period the Union and Employees will be advised through the appropriate notice the name(s) of successful applicant(s) or a statement to the effect that there were no successful applicants or that there were no applications received. The said notice shall be posted for a period of seven (7) calendar days.

10:01(3) The notice under Article 10:01(2) shall contain the information described in the Job Evaluation, Job Description, such as nature of position, initial reporting location and qualifications.

10:01(4) The placement of a successful candidate to a Job Posting shall become effective within four (4) weeks of the selection. The new rate of pay shall also come into effect to coincide with the placement of the successful candidate.



ARTICLE #10 - JOB POSTING (CONT'D)

10:01(5) A Limited Position shall mean a position which is for a limited duration, not exceeding seven (7) months or such longer period as may be mutually agreed upon between the Employer and the Union. If a Temporary Employee occupies a Limited Position and his/her employment is longer than seven (7) continuous months in that Limited Position without mutual consent, then the Employee shall automatically rank as a Permanent Employee, subject to passing the necessary standard medical examination.

Notwithstanding any other Article, a Temporary Employee in a Limited Position will not be considered for any other Limited Position unless by mutual consent of the Parties hereto or until such time as the Limited Position they are currently filling is scheduled to expire.

10:01(6) A Limited Job Posting shall indicate the estimated probable duration that will be required.

10:01(7) The Permanent Employee filling a Limited Position shall, on termination of such position, revert to the classification and grade held immediately preceding selection.

10:01(8) Only the initial vacancy resulting from an application for Maternity Leave will be filled according to Article #10 - JOB POSTING.

10:01(9) The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy within seven (7) calendar days of the vacancy.

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

ARTICLE #10 - JOB POSTING (CONT'D)

10:01(11) Both Parties recognize:

1) The principle of promotion within the service of the Employer;

2) That job opportunities should increase in proportion to length of service, provided job applicants have equivalent qualifications within the established Job Documents.

10:02 Vacancies occurring in jobs covered by this Agreement shall be posted, with the following exceptions:

1) A change to the Job Duties, Rating and/or Salary Group resulting from a Clerical-Technical Job Evaluation Plan Challenge, or a review of a rating by the Joint Rating Committee, or a change to a Job Title and/or Occupation Code only, shall not be considered to create a vacancy.

2) A change to the duties of an occupied job wherein the salary group remains unchanged, shall not be considered to create a vacancy.

3) The restructuring of a job in a manner which justifies application of the Downgrading Rule (Article #27 - 27:09) to the incumbent, shall not be considered to create a vacancy.

4) Notices of intention to hire for permanent positions will be posted for classifications under Groups 1, 2 and 3 of SCHEDULE "A" - JOB GROUPS, CLASSIFICATIONS AND PAY PLAN of this Agreement. Interested Employees shall notify the Personnel Department within two (2) working days of this Notice.

5) A Temporary Vacancy due to an accident, injury, illness, sickness, vacation, leave of absence, or temporary transfer, for a period not to exceed twenty-five (25) working days.

ARTICLE #10 - JOB POSTING (CONT'D)

10:03(1) A Successful Applicant to a Job Posting shall be **so** advised in writing. Such Successful Applicant to any Job Posting shall be placed on an appropriate Trial Period of up to a maximum of three (3) months. Successful Applicants to Job Postings within or outside the Scope of this Agreement, if unsatisfactory or the applicant finds him/herself unable to perform the duties of the position during the Trial Period, shall revert to the permanent classification and salary group held immediately preceding such Job Posting. All other Employees affected by the return of the above-noted applicant shall also return to their former permanent classification and salary group held immediately preceding the above-noted Job Posting.

10:03(2) Upon application by an Unsuccessful Applicant, the Selection Officer shall state in writing his/her reasons for the rejection of the application.

10:04 A Job Posting referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the Job Description and Specifications. Nothing contained in the Job Posting shall contravene the information contained in the Job Documents. No important information (subject to space limitations) shall be omitted. Initial Reporting Depot shall also be indicated in the Job Posting.

ARTICLE #11 - RELIEVING IN OTHER GRADES

11:01 An Employee temporarily assigned to a position in a higher Job Group to replace an Employee for an absence not to exceed sixty (60) calendar days, if not less than one (1) working day, shall receive a rate of pay increase in the higher job group of not less than one (1) increment above the rate of pay being received immediately prior to the temporary relieving assignment. Upon completion of the aforesaid sixty (60) calendar day period, the temporary assignment, unless mutually extended by both Parties hereto, which extension shall not be arbitrarily or unreasonably withheld by either Party hereto, shall be posted in accordance with Article #10.

11:02 An Employee temporarily assigned to a lower job rated classification shall receive his regular rate of pay while **so** assigned.

ARTICLE #11 - RELIEVING IN OTHER GRADES (CONT'D)

11:03           When an Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit, on the completion of one (1) day of service, the Employee shall receive no less than Ten Percent (10%) above his/her regular rate of pay for the full period of relief. Such Employee shall continue to pay Union Dues to the Union during the full period of relief.

ARTICLE #12 - SPECIFIED PAID HOLIDAYS

12:01(1)       All Permanent, Probationary and Temporary Employees except Students (Article #28:03(2)), shall be paid a normal day's pay at their regular rate for each of the following Holidays, except as otherwise provided under Article #12. Permanent Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

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

12:01(2)       All Temporary Employees who are Students shall be paid their normal day's pay at their regular rate for each Holiday as defined as a Public Holiday under The Employment Standards Act, 1974, and any amendments thereto. It is agreed and understood that such Temporary Employees are entitled to be paid for such Public Holidays, notwithstanding that they may not meet the prerequisites for payments set out in The Employment Standards Act, 1974, and any amendments thereto.

12:02           All Permanent, Probationary and Temporary Employees except Students (Article #28:03(2)), within the Scope of this Agreement shall be paid a normal day's pay at their regular rate for any Holiday proclaimed by the Governor General or the Lieutenant Governor. Permanent Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

ARTICLE #12 - SPECIFIED PAID HOLIDAYS (CONT'D)

12:03 In the event that a paid Holiday falls on a day as set out hereunder, the following Schedule of a day off in lieu with pay shall be observed:

<u>Holiday</u>	<u>Falling On</u>	<u>Day Off with Pay in Lieu</u>
New Year's Day	Saturday or Sunday	Monday following
Canada Day	<b>As per</b> 12:03(1) 12:03(2)	
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday or Monday	Tuesday following

12:03(1) That those individuals working within the Civic Square Complex will celebrate Canada Day on the day it falls with the exception of Saturdays and Sundays when it would be celebrated on the following Monday.

12:03(2) Those Office, Clerical and Technical Support Staff within the Operations Division and who work at the Frobisher Depot; those individuals working within the Construction Services Section at the Frobisher Depot; the Laboratory Technologists working at the Sewer or Water Plants will celebrate Canada Day on the day that it falls with the exception of Saturday, Sunday, Tuesday, Wednesday or Thursday when it would be celebrated on the following Monday.

12:04 For all work performed on Holidays, Employees shall be paid, in addition to their Holiday Pay, a minimum of four (4) hours pay for four (4) hours work or less at the rate of time and one-half (1 1/2) of the Employee's regular rate.

12:05 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 the said Employee is on annual vacation, sick leave of absence with pay or excused from duty by his/her Department Head or his/her designate.

ARTICLE #13 - ANNUAL VACATIONS

13:01            Every Employee who has completed one (1) year or more of continuous service with the Employer by December 31st, in any year of the Term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation ~~OR~~ Six Percent (6%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

13:02            Notwithstanding Section 13:01 hereof, any Permanent Employee who has completed four (4) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Eight Percent (8%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER

13:03            Notwithstanding Sections 13:01 and 13:02 hereof, any Permanent Employee who has completed nine (9) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Ten Percent (10%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

ARTICLE #13 - ANNUAL VACATIONS (CONT'D)

13:04 Notwithstanding Sections 13:01, 13:02 and 13:03 hereof, any Permanent Employee who has completed nineteen (19) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Twelve Percent (12%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

13:05 Notwithstanding Sections 13:01, 13:02, 13:03 and 13:04 hereof, any Permanent Employee who has completed twenty-four (24) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during seven (7) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Fourteen Percent (14%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

13:06 Permanent and Probationary Employees with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the Term of this Agreement. shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Section 13:01, as it relates to a calendar year, and to receive pay for such absence at their basic rate in effect immediately prior to the commencement of their annual vacation.

13:07 Permanent and Probationary Employees upon termination of employment will be entitled to be paid their annual vacation accrual as established under this Article.

ARTICLE #13 - ANNUAL VACATIONS (CONT'D)

13:08 Temporary Employees upon termination shall be entitled to vacation pay in accordance with The Employment Standards Act, R.S.O. 1970 c. 147 and amendments thereto.

13:09 If a Specified Holiday falls in a vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and the Employee's respective Department Head.

13:10 Request for Advance Vacation Pay must be in conformance with the Employer's Policy and submitted on the Form as attached to and forming part of this Agreement as SCHEDULE "D".

13:11 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 #13 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.

13:12 Pro-rating - 'Specified Paid Holidays and Vacations'

13:12(1) Notwithstanding any other Article in this Collective Agreement, an Employee will cease to earn vacation credits or be eligible for holiday pay when:

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

13:12(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.



ARTICLE #13 - ANNUAL VACATIONS (CONT'D)

13:13           Once the Employer 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 these will be resolved on the basis of seniority.

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

14:01           Hours of Work

14:01(1)       Subject to Articles 14:01(2) and 14:01(4) the basic hours of employ for all Employees shall be from 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive, with a one (1) hour unpaid lunch period allotted therein.

(Thirty-five (35) Hour Work Week)

14:01(2)       Those Employees, except those Employees of the Operations Division currently on the thirty-eight (38) hour work week, shall have as their basic hours of employ, from Monday to Friday inclusive, 8:30 a.m. to 5:00 p.m., with a fifty-four (54) minute unpaid lunch period allotted therein.

(Thirty-eight (38) Hour Work Week)

14:01(3)       The daily schedule may be adjusted by the Department Head concerned when an emergency arises.

Day Shift shall not commence prior to 8:00 a.m.  
shall not cease prior to 5:00 p.m.

Afternoon Shift shall not commence prior to 4:00 p.m.  
shall not cease prior to 12:00 midnight

Night Shift shall not commence prior to 12:00 midnight  
shall not cease prior to 8:00 a.m.

14:01(4)       Those Employees of the Operations Division currently on a thirty-eight (38) hour work week shall have as their basic hours of employ from Monday to Friday inclusive, 8:00 a.m. to 4:15 p.m., with a thirty-nine (39) minute unpaid lunch period allotted therein.

(Thirty-eight (38) Hour Work Week)

ARTICLE #14 - HOURS OF WORK, OVERTIME, SHIFT DIFFERENTIAL  
AND ANNUAL REVIEW (CONT'D)

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14:01 Hours of Work (Cont'd)

**14:01(5)** The basic hours of employ for all Employees may be adjusted by mutual agreement between individual Employees and their respective Non-Union Supervisor within the Day Shift Schedule of 8:00 a.m. to 5:00 p.m. There shall be included a minimum of a one-half (1/2) hour unpaid lunch period daily. Should agreement as to required work day hours not be reached between Employees and their respective Immediate Non-Union Supervisor, then the provisions of Articles 14:01(1), **14:01(2)**, **14:01(4)** or **14:04(1)** or **14:04(2)**, as the case may be, shall apply.

~~Note:~~ Item #3 of the Letter of Commitment is to be considered an integral part of this Clause.

**14:02** Employees shall be entitled to a fifteen (15) minute rest period which includes a coffee break, in the building each morning and afternoon.

**14:03(1)** All work performed on a Saturday, shall be paid for at the rate of time and one-half (1 1/2) the regular rate of pay.

14:03(2) All work performed on a Sunday, shall be paid for at the rate of double time, with a guaranteed minimum of three (3) hours pay for three (3) hours work or less.

**14:04** Summer Hours

**14:04(1)** Summer Hours shall commence on the first Monday in May and cease on the last Friday in September each year. Employees whose regular work day is 9:00 a.m. to 5:00 p.m. as provided in Article 14:01(1) shall have Summer Hours from 8:30 a.m. to 4:30 p.m. with one (1) hour off for an unpaid lunch period as provided in Article 14:01(1).

(Thirty-five (35) Hour Work Week)

**14:04(2)** Employees whose regular work day is from 8:30 a.m. to 5:00 p.m. under Article **14:01(2)** shall have Summer Hours from 8:00 a.m. to 4:30 p.m., Monday to Friday inclusive, with a fifty-four (54) minute unpaid lunch period allotted therein.

(Thirty-eight (38) Hour Work Week)

14:05 Overtime

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

1) When an Employee works the first hour or part thereof of overtime, he/she is guaranteed a minimum of one (1) hour's pay at time and one-half (1 1/2).

2) When an Employee is required to also work the second hour or part thereof of overtime, he/she is guaranteed a minimum of two (2) hours pay at time and one-half (1 1/2).

3) When an Employee is required to work beyond two (2) hours of overtime, he/she shall receive pay at the rate of time and one-half (1 1/2) for the time actually worked.

Note: Item #1 of the Letter of Commitment is to be considered an integral part of this Clause.

14:06 All work performed outside the normal working hours or the shift scheduled working hours shall be paid at the rate of time and one-half (1 1/2) of the Employee's normal rate of pay with a guaranteed minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate if the Employee is called upon to perform work not continuous with his/her regular shift.

14:07 Overtime will be divided as equitably as possible among the Employees in each Section. Such overtime shall be offered to Permanent Employees before Probationary and Temporary Employees are considered

ARTICLE #14 - HOURS OF WORK, OVERTIME, SHIFT DIFFERENTIAL  
AND ANNUAL REVIEW (CONT'D)

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14:08            Meal Allowance

14:08(1)        When an Employee is called upon to perform more than two (2) hours of overtime work continuous with but following his/her regular scheduled shift, the Employee shall be paid Seven Dollars (\$7.00) for the purpose of purchasing a meal. Should the Employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then the Employee shall be paid an additional Seven Dollars (\$7.00) for the purpose of purchasing the second meal.

14:08(2)        Employees called upon to perform work not continuous with their regular scheduled shift, and that 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 (\$7.00) for each five (5) continuous hours of employ.

14:08(3)        Employees called upon to perform overtime work not continuous with their regular scheduled shift and that 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 (\$7.00) after working nine (9) consecutive hours of overtime work, with an additional Meal Allowance of Seven Dollars (\$7.00) following the completion of each additional five (5) continuous hours of overtime work.

14:08(4)        That the Meal Allowance shall be paid to Employees once each Pay Period as a payroll entry and itemized on the pay stub.

14:09            Shift Differentials

Employees required to work on Shift Schedules shall receive the following additional rate per hour to their basic rate of pay:

Afternoon Shift - \$0.40 per hour

Night Shift - \$0.46 per hour

14:10            Annual Review

14:10(1)        On January 1st or July 1st of each year, as the case may be, all Employees who have attained permanency shall have (JAN.) OR (JULY) affixed to their names as contained in the July Seniority Lists. These Employees shall have their year's work reviewed during December or June of each year with their Immediate Supervisor, and if recommended, will progress into the next Annual Increment Year, and the Employee shall receive a copy of their Annual Review.

14:10(2)        An Employee who does not receive an annual increment after the Annual Review of his/her work performance, shall be given reasons in writing by the Employee's respective Department Head, if requested to do so in writing by the affected Employee.

14:11(1)        Employees will be required to work a full year from the last date of review to be considered for an annual increment except those Employees whose Annual Review Date has been changed by the Employee becoming a successful applicant to a Job Posting. The accepted Employees would be considered for an annual increment on the first eligible review date after the promotion. Consideration of increments would then follow on an annual basis from the new review date.

14:11(2)        Effective January 1st of each year, eligible Employees whose appointment or promotion becomes effective between January 1st and June 30th inclusive and each year thereafter, shall have their work reviewed with their Immediate Supervisor, and if recommended, shall receive the annual salary adjustment on January 1st of each following year. Employees who subsequently attain permanency shall have the affix (JAN.) designated to their names. Their Annual Review of work performance shall be with their Immediate Supervisor during the month of December, and the Employee shall receive a copy of their Annual Review.

ARTICLE #14 HOURS OF WORK, OVERTIME SHIFT DIFFERENTIAL  
AND ANNUAL REVIEW (CONT'D)

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14:11(3) Effective January 1st of each year, eligible Employees whose appointment or promotion becomes effective between July 1st and December 31st inclusive, and each year thereafter, shall have their work reviewed with their Immediate Supervisor, and if recommended, shall receive the annual salary adjustment on July 1st of each following year. Employees who subsequently attain permanency shall have the affix (JULY) designated to their names. Their Annual Review of work performance shall be with their Immediate Supervisor during the month of June, and the Employee shall receive a copy of their Annual Review.

14:11(4) Should an Employee decide he/she has been unfairly dealt with under the provisions of Article #14 (14:10, 14:11, and 14:12) the Employee may submit the matter as a Grievance.

14:12 Continuing Policies

14:12(1) Annual Increments

Annual increases on either of the Annual Review Dates January 1st or July 1st to incumbents who are doing satisfactory work or who have shown improvement during the period since the last increase on recommendation of Department Head.

14:12(2) Transfer

Simply change job title and not salary rate or review date. Incumbent moves to different job and duties in same group and salary range as his/her permanent position.

14:12(3) Promotion

An incumbent is moved to a job in a higher group and must receive an increase in his/her salary rate. The incumbent would immediately move to a higher rate that will provide at least the equivalent of one (1) annual increment in the former salary range above the salary position he/she occupies in his/her permanent classification

ARTICLE #14 - HOURS OF WORK, OVERTIME, SHIFT DIFFERENTIAL  
AND ANNUAL REVIEW (CONT'D)

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14:12 Continuing Policies (Cont'd)

14:12(4) Demotion

An incumbent is moved to a job in a lower group which must entail a decrease in salary rate, due to inability, incompetence or misconduct, the incumbent would immediately move to a lower rate than that which he/she was receiving in his/her classification but within the salary range of the position demoted to.

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

ARTICLE #15 - LEAVE OF ABSENCE

15:01(1) Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay and without loss of seniority while **so** engaged, provided written request is made by the Union.

15:01(2) 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 applicable legislation..

15:02(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 for the purpose of investigation, consideration and adjustment of grievances, or any other business pertaining to this Collective Agreement.

15:02(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 15:02 and thus do not require the Employer to pay such representatives for the working hours concerned.

ARTICLE #15 - LEAVE OF ABSENCE (CONT'D)

15:02(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 OMERS, C.P.P. and one-half (1/2) of the applicable vacation percentage, and all benefit premium costs paid by the Employer for said leaves of absence in excess of two (2) weeks.

15:02(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 #207 Agreements, 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 #15:02(3) shall apply.

15:03 Four (4) duly appointed delegates shall be granted 'leave of absence without pay or loss of seniority to attend conventions of the Union upon thirty (30) days written notice to the Personnel Director. The Union shall endeavour to allocate appointed delegates as evenly as possible between the various Departments. Leave of absence without pay and without **loss** of seniority shall be granted to duly appointed members of the Executive and Committees of Canadian Union of Public Employees, and its affiliated or chartered bodies to attend meetings of such Executive or Committees.



ARTICLE #15 - LEAVE OF ABSENCE (CONT'D)

**15:04** Upon request, Employees, at the discretion of the Employer, shall be granted leave of absence without pay, up to a maximum of three (3) months. Such requests shall not be unreasonably or arbitrarily withheld by the Employer. Employees on such leaves of absence must report for duty on or before the expiration of such leave of absence or their services may be terminated for just cause. An extension to a leave of absence in excess of three (3) months may be granted by mutual consent between the Employer and the Union. Leave of absence under this Clause shall not be granted for the purpose of engaging in work outside the services of the Employer unless written permission is granted by the Employer prior to the Employee commencing such leave of absence. Any Employee now serving or who hereafter serves in the Armed Forces, shall, during his/her absence while on Military Service, be granted a leave of absence.

**15:05** The name of an Employee on a personal leave of absence shall be continued on the Seniority List.

**15:06** Maternity Leave

**15:06(1)** Every Employee who becomes pregnant, shall in writing, notify her Department Head 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.

Maternity Leave, and the subsequent return to employment, must conform to the provisions of The Employment Standards Act, R.S.O. 1970 and amendments thereto. Employees on Maternity Leave shall continue to accrue their annual vacations.

**15:06(2)** An Employee on Maternity Leave shall not receive Sick Leave Pay.

ARTICLE #15 - LEAVE OF ABSENCE (CONT'D)

15:06 Maternity Leave (Cont'd)

15:06(3) For Employees on Maternity Leave, the Employer will contribute the difference between the U.I.C. Weekly Benefit Rate and Seventy-five Percent (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.C. for Maternity 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 Supplementary Unemployment Insurance Benefits (S.U.B.) will not exceed Ninety-five Percent (95%) of the Employee's normal weekly earnings.

15:06(4) 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.

15:06(5) 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.

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

15:07 Adoption Leave

15:07(1) 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, 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.

It is to be understood that there shall be no accrual of Seniority while an Employee is on Adoption Leave.

ARTICLE #15 - LEAVE OF ABSENCE (CONT'D)

15:07 Adoption Leave (Cont'd)

15:07(2) Parental Supplementary Unemployment Insurance Benefits (S.U.B.) Plan

15:07(2)(a) Employees on Parental Leave for Adoption purposes shall accrue seniority and annual vacations for the first twelve (12) weeks of leave.

15:07(2)(b) Effective March 1st, 1992, the Employer will contribute the difference between the U.I.C. 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.C. 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 Supplementary Unemployment Insurance Benefits (S.U.B.) will not exceed Ninety-five Percent (95%) of the Employee's normal weekly earnings.

15:07(2)(c) 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.

15:07(2)(d) 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.

15:07(2)(e) The Employer will continue benefits as outlined under Article #23:01 for the aforementioned twelve (12) week period.

15:07(2)(f) 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 #15 - LEAVE OF ABSENCE (CONT'D)

15:08            Jury and Witness Duty Leave

15:08(1)        Employees subpoenaed to act as jurors or witnesses in Criminal or Civil Court *or at* 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 greater. To qualify for full salary, the Employee must remit to the Employer the amount of his Jury or Witness Duty Fee. The Employee shall retain any travel expenses which have been paid to him/her.

15:08(2)        In the event an Employee is subpoenaed to act as a Juror or Witness in Criminal or Civil Court or at 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 the Employee's Immediate Supervisor.

ARTICLE #16 - RETIREMENT AND PENSION PLANS

16:01            All Employees reaching normal retirement age shall be obliged to retire from the services of the Employer and at such time shall be eligible to be paid any pensions and/or retirement allowance to which they are entitled under the Regional Retirement By-law #75-15 of The Regional Municipality of Sudbury.

16:02            The pension plan established under the Canada Pension Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Employer and the Union.

ARTICLE #17 - NO STRIKES OR LOCKOUTS

17:01 In view of the orderly procedure established herein for the disposition of Employee's Complaints and Grievances, the Employer agrees that it will not cause or direct any lockouts of its Employees for the duration of this Agreement.

17:02 The Union agrees that it will not cause or take part in any stay-in or slow-down in any Department, or a strike or stoppage of any of the Employer's operations and/or services, or any picketing of the Employer's premises during the Term of this Agreement. It is further agreed that the Employer may discipline or discharge any Employee who causes or takes part in any such action.

ARTICLE #18 - NO DISCRIMINATION

18:01 Where an Employee has the qualifications contained in the Job Descriptions and/or has proven his or her capability to handle the work, there shall be no discrimination between men and women in the matter of appointments or salaries in such positions.

18:02 There shall be no discrimination practiced 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 or marital status, political affiliation, place of residence, participation or non-participation, membership or non-membership in the Union. There will also be no coercion practiced by the Employer or the Union.

18:03 No person shall be required as a condition of employment to become or remain a member of the Union or any other organization

18:04 Neither the Employer nor the Union condone the practice of sexual harassment and any such claim shall be referred jointly by the two (2) parties to the Human Rights Commission.

ARTICLE #19 - GENERAL

19:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall remain in effect and shall be deemed to be part of this Agreement and shall be appended hereto.

19:02(1) A copy of all correspondence between the Parties arising out of this Agreement or incidental thereto, shall be forwarded to the Recording Secretary of C.U.P.E., Local #207 at a mailing address to be designated by the Union.

19:02(2) An Employee may from time to time, submit to the Personnel Director, for inclusion in the Employee's personnel files, additional qualifications which have been acquired.

19:03 Employee Motor Vehicle Usage

19:03(1) It shall be the responsibility of each Department Head to determine whether an Employee requires the use of a motor vehicle to carry out Employer business.

19:03(2) If a Department Head determines that an Employee requires a motor vehicle to carry out Employer business then the Department Head shall determine whether an Employee shall use an Employer-leased vehicle or the Employee's own motor vehicle and, subject to this Article the terms for the use of same.

19:03(3) Before an Employee may use his/her own motor vehicle on Employer Business, such Employee must be carrying and have in force a motor vehicle insurance policy having at least One Million Dollars (\$1,000,000.) Public Liability and Property Damage Insurance coverage at the "Business Rate".

19:03(4) The Employer will reimburse those Employees using their own motor vehicles on Employer business, the difference in insurance premiums between the "Business" and "Pleasure" rates for One Million Dollars (\$1,000,000.) Public Liability and Property Damage Insurance coverage upon presentation of their receipt of payment for such premium.

ARTICLE #19 - GENERAL (CONT'D)

19:03 Employee Motor Vehicle Usage (Cont'd)

19:03(5) Where an Employee is using his/her own motor vehicle, the Employee shall be paid the motor vehicle mileage rate of Forty-four Cents (\$0.44) per mile.

19:03 (6) The Employer agrees that an Employee shall have the right: to refuse to operate an Employer-leased or owned vehicle which is unsafe as determined by an Employer Mechanic "A".

19:04 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 binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee Meetings jointly attended by the Parties.

ARTICLE #19 - GENERAL (CONT'D)

19:05

Health and Safety Committee

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. A Health and Safety Committee shall be established in order to improve health and safety standards, and be composed of two (2) Representatives from C.U.P.E., Local #207 OCT, one (1) Representative from C.U.P.E., Local #207 Social Services and three (3) Employer Representatives. The meetings shall be chaired alternately between the Employer and the Union Committee Members. The Committee shall hold quarterly 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 not suffer a loss of pay for attending such meetings during their regular working hours. Copies of the minutes of all Committee Meetings shall be sent to the Employer and the Union.

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

All injuries resulting from on-the-job accidents, however small, shall be reported to their Immediate Supervisor. This Report must be made as soon as possible after the injury. The Immediate Supervisor will investigate and report to the Safety Officer who will report all injuries to the Safety and Health Committee at its next Meeting, on the nature and cause of the accident.

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

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



ARTICLE #19 - GENERAL (CONT'D)

19:05 Health and Safety Committee (Cont'd)

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

19:06 Revised Reporting Locations

19:06(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.

19:06(2) That when an Employee is directed to report to a new Reporting Depot/work location for a period of five (5) successive working days or less, the Employer will provide transportation to and from the job site/work location from the current Reporting Depot.

19:06(3) That when an Employee is directed to report to a new Reporting Depot/work location for a period of five (5) successive work days or more, the Employer will provide transportation to and from the Employee's current Reporting Depot/work location for the first five (5) working days. Thereafter, the Employee shall provide his/her own transportation to and from the new Reporting Depot/work location.

Note: Transfers under this provision shall be undertaken in accordance with the Terms and Conditions of the Collective Agreement.

19:07 Bilingual Position(s) - Mandatory

The Union and the Employer agree that during the life of this Agreement only the two (2) positions of Switchboard Operator and that of Information Clerk/Guide amongst the current Job Descriptions are to be mandatory bilingual (English-French) positions.

ARTICLE #19 - GENERAL (CONT'D)

19:08            Safety Footwear

Effective March 1st, 1992, 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 Seventy-two Dollars Fifty Cents (\$72.50) 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 January 1st, 1993, the Safety Footwear Subsidy will increase to Seventy-five Dollars (**\$75.00**).

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

19:09            Injury During Working Hours

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).

19:10            No Lost Time for a Driving Infraction

An Employee who is charged with an offence under the Traffic Act, while operating a vehicle on Regional business, 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 by defending him/herself in court.

ARTICLE #19 - GENERAL (CONT'D)

19:11            Notice of Change

In situations where change (eg. organizational, material, equipment, processes) will adversely affect an Employee(s) by resulting in loss of employment or loss of basic wages, the Employer will provide a minimum of thirty (30) days' notice 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).

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

ARTICLE #20 - BULLETIN BOARDS

20:01            The Employer agrees that the Union shall have the right to use Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post notices of meetings and other such notices that may be of interest to the Employees concerned.

ARTICLE #21 - VALIDITY OF AGREEMENT

21:01            In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE #22 - PAY DAYS

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

ARTICLE #23 - HOSPITALIZATION, MEDICAL BENEFITS,  
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,  
AND GROUP LIFE INSURANCE COVERAGE

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23:01(1) For Permanent Employees, the Employer agrees to contribute One Hundred Percent (100%) of the total Employee premium cost for the following plans:

- a) Ontario Health Tax, or a replacement Plan introduced by the Ontario Government
- b) Blue Cross Supplementary Semi-Private
- c) Blue Cross Comprehensive Extended Health Care  
Effective March 1st, 1992,  
Two Hundred Fifty Dollar (\$250.)  
Eye Glass Subsidy;  
  
Effective January 1st, 1993,  
Two Hundred Sixty Dollar (\$260.)  
Eye Glass Subsidy;  
  
The Hearing Aid Subsidy to be  
Three Hundred Dollars (\$300.)  
every five (5) years.
- d) Blue Cross Dental Plan No. 9  
- with "space maintainers"  
  
Effective March 1st, 1992,  
1992 O.D.A. Fee Schedule:  
  
Effective January 1st. 1993,  
1993 O.D.A. Fee Schedule;
- e) Group Life Insurance Plan  
(One and one-half (1 1/2) times  
basic annual earnings)
- f) Weekly Indemnity Insurance, providing a benefit level of Seventy-five Percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life
- g) Long Term Disability Insurance, providing a benefit level of Seventy-five Percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life.

ARTICLE #23 - HOSPITALIZATION, MEDICAL BENEFITS,  
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,  
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

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23:01(2) For Probationary Employees, the Employer agrees to contribute One Hundred Percent (100%) of the total employee premium cost for the following plans:

- a) Ontario Health Tax or a replacement Plan introduced by the Ontario Government
- b) Blue Cross Supplementary Semi-Private
- c) Blue Cross Comprehensive Extended Health Care

Effective March 1st, 1992,  
Two Hundred Fifty Dollar (\$250.)  
Eye Glass Subsidy;

Effective January 1st, 1993,  
Two Hundred Sixty Dollar (\$260.)  
Eye Glass Subsidy;

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

- d) Blue Cross Dental Plan No. 9

- with "space maintainers"

Effective March 1st, 1992,  
1992 O.D.A. Fee Schedule:

Effective January 1st, 1993,  
1993 O.D.A. Fee Schedule:

23:01(3) For every Temporary Employee, the Employer agrees to deduct from the Employee's earnings One Hundred Percent (100%) of the total Temporary Employee premium cost for the Ontario Health Insurance Plan and to contribute to the plan on behalf of the Employee, the said deduction.

23:01(4) As a condition of employment, the Employer shall describe and make available Benefits as outlined in Article #23:01(1) and #23:01(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.

23:02 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.

ARTICLE #23 - HOSPITALIZATION, MEDICAL BENEFITS,  
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,  
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

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23:03 Employees on leave of absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the benefit plans under Article 23:01 for those months covered by the leave of absence without pay.

23:04 Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Blue Cross, the Parties will meet and seriously discuss the subject matter with the objective of changing to such Carrier upon the mutual agreement of the Parties.

23:05 Employee Early Retirement/Disabled Benefit Plan

23:05(1)( i) That for Retired and Disabled Employees, the Employer agrees to contribute One Hundred Percent (100%) of the Employee's premium costs for the following Plans:

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

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

Blue Cross Vision Care

Effective March 1st, 1992,  
One Hundred Ten Dollar (\$110.)  
Eye Glass Subsidy;

Effective January 1st, 1993,  
One Hundred Twenty Dollar (\$120.)  
Eye Glass Subsidy;

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

Further to the above, a Retired Employee shall have the option of participating at his/her own cost in a Blue Cross Dental Plan #9 at the 1992 O.D.A. Fee Schedule, effective March 1st, 1992; and at the 1993 O.D.A. Fee Schedule, effective January 1st, 1993.

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

ARTICLE #23 - HOSPITALIZATION. MEDICAL BENEFITS,  
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,  
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

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23:05 Employee Early Retirement/Disabled Benefit Plan (Cont'd)

23:05(2) The above Benefit Plan will be applied in the following manner :

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

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

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

OR

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

OR

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

OR

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

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

ARTICLE #23 - HOSPITALIZATION, MEDICAL BENEFITS,  
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,  
AND GROUP LIFE INSURANCE COVERAGE (CONT'D)

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23:05 Employee Early Retirement/Disabled Benefit Plan (Cont'd)

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

23:05(3) It is also to be understood that the payment of L.T.D. Benefits will cease when;

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

OR

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

ARTICLE #24 - SCHEDULES

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

- SCHEDULE "A" - JOB GROUPS, CLASSIFICATIONS AND PAY PLANS
- SCHEDULE "C" - JOB GROUPS, CLASSIFICATIONS AND PAY PLANS - E.D.P.
- SCHEDULE "D" - ADVANCE VACATION PAY POLICY AND FORM
- SCHEDULE "E-1" - STUDENT PAY PLAN
- SCHEDULE "E-2" - STUDENT/TEMPORARY EMPLOYEE PAY PLAN CONSTRUCTION SERVICES SECTION
- SCHEDULE "F" - APPLICATION FORM - BEREAVEMENT PAY



ARTICLE #24 - SCHEDULES (CONT'D)

24:02 The Employer and the Union have agreed that:

24:02(1) Effective January 1st, 1992, a One Percent (1%) General Wage Increase be applied to those rates in effect on December 31st, 1991 as per Schedules "A" and "C" of the Collective Agreement.

24:02(2) 1992 Cost of Living Adjustments (C.O.L.A.)  
Detailed Calculations/Methods

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

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

24:02(3) Effective January 1st, 1993, a Two Percent (2%) General Wage Increase be applied to those rates in effect on December 31st, 1992, as per Schedules "A" and "C", of the Collective Agreement.

Note: One Percent (1%) of the General Wage Increase is a Cost of Living Adjustment (C.O.L.A.) Advance.

24:02(4) 1993 Cost of Living Adjustments (C.O.L.A.)  
Detailed Calculations/Methods

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

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

ARTICLE #25 - SICK LEAVE

25:01 All Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-Law of The Regional Municipality of Sudbury, under By-Laws 73-30, 73-110, 75-47, 77-120 and 83-135 and amendments thereto.

25:02 It is agreed and understood that the Sick Leave By-Law of the Employer will not be amended during the life of this Agreement so as to adversely affect the Employees covered by this Agreement.

ARTICLE #26 - BEREAVEMENT LEAVE

26:01 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, spouse, bonafide common law husband or wife, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law, grandparents or grandchildren. Bereavement Leave of Absence for the demise of members of the Immediate Family shall not be deducted from the Employee's accumulated sick leave credits.

26:02 In the case of the demise of a brother-in-law or a sister-in-law, Permanent and Probationary Employees shall be permitted leave of absence for three (3) consecutive working days.

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

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

26:03 Permanent and Probationary Employees shall complete the APPLICATION FORM - BEREAVEMENT LEAVE PAY - SCHEDULE "F" as attached hereto, for consideration for payment by the Employer for any Bereavement Leave.

ARTICLE #26 - BEREAVEMENT LEAVE (CONT'D)

26:04 Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the Funeral.

26:05 An Employee may elect to defer one (1) day of his/her Bereavement Leave to be used for the attendance at the actual internment.

26:06 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 re-scheduled as mutually agreed upon between the Employee and his Supervisor/Foreman.

26:07 Travel to Attend at a Funeral

In the event that a death of a member of the Employee's Family as defined in Clauses #26:01 and #26:02 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.

ARTICLE #27 - CLERICAL-TECHNICAL JOB EVALUATION

27:01 The Clerical-Technical Job Evaluation Plan

The provisions which form the basis of the Clerical-Technical Job Evaluation Plan are contained in the Collective Agreement and the Clerical-Technical Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job Evaluation matters are contained in the Manual. Management and Union shall identify to each other the groups responsible for dealing in the foregoing matters.

27:02 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The Plan shall cover all jobs falling under the Scope of this Collective Agreement.

27:03 Identification of Jobs in Salary Schedule

All jobs processed under the Clerical-Technical Job Evaluation Plan shall be designated a salary group in the current Salary Schedule issued in conjunction with the Collective Agreement.

ARTICLE #27 - CLERICAL-TECHNICAL JOB EVALUATION (CONT'D)

27:04           The Clerical-Technical Job Evaluation Manual

The Manual is a supplement to the Collective Agreement and its provisions shall apply as if set forth in full in the Collective Agreement.

The Employer shall supply a copy of the Clerical-Technical Job Evaluation Manual to a Probationary Employee upon hiring.

27:05           Rights of the Parties

Management has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly Management shall apply the Clerical-Technical Job Evaluation Plan to determine the appropriate salary groups for jobs. Management shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Clerical-Technical Job Evaluation Manual.

The Union's rights shall be to act on behalf of its members to ensure that the Clerical-Technical Job Evaluation Plan is being properly applied. In order to carry out this function the Union Job Evaluation Officer shall work in liaison with the appropriate Management Groups responsible for the administration of such matters and he/she shall be permitted, within reason, to interview Employees during regular working hours.

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

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

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

ARTICLE #27 - CLERICAL-TECHNICAL JOB EVALUATION (CONT'D)

**27:06**                    Salary Schedule

The Salary Schedule for jobs covered by the Clerical-Technical Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

1) The Salary Schedule shall be a salary range schedule with a total of fifteen (15) salary groups.

2) Each salary group is composed of five (5) steps. The time interval required for Annual Increments shall be in accordance with Article #14 of the Collective Agreement.

3) When an incumbent is promoted from the salary group to another he/she shall be promoted in accordance with the Promotion Rule (Article #14 - 14:12(3)).

4) The relationship between the salary group and the point range will be 23 points for the first salary group and for each salary group thereafter.

**27:07**                    Retroactivity

When the salary group for a job covered by the Clerical-Technical Job Evaluation Plan is changed as a result of an organizational change, the salary group shall be implemented retroactively to the actual date of job implementation of the revised job documents.

When the salary group for a job covered by the Clerical-Technical Job Evaluation Plan is changed as a result of a Job Challenge Procedure(s) (Part I of the Clerical-Technical Job Evaluation Manual), the salary group shall be implemented in accordance with the Retroactivity Clause, Part I of the said Manual.

27:08            Hiring Rates

In hiring a new Employee from outside the Employer to a job covered by the Clerical-Technical Job Evaluation Plan, there is sometimes inadequate evidence as to appropriate experience or other qualifications. In such cases a hiring rate, less than the salary range for the job may apply. Such hiring rates shall be selected from the Salary Range immediately below the salary range for the job for which the person is hired. Unless it is clearly evident that a person being hired does not possess the experience or qualifications required, the hiring rate shall be applied.

A hiring rate may apply for a maximum of six (6) months. However, in no case shall an Employee be paid a hiring rate after the date on which permanent status has been granted. When the hiring rate ceases to be applicable the Employee shall be paid the first step of the salary group for the job for which he/she was hired.

In determining the Employee's increment date, the period of time during which he/she was paid a hiring rate shall be counted.

27:09            Downgrading

This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary group, the following shall apply:

1) The incumbent's salary dollars (rate) shall be held constant except for increases referred to in (5) below, commencing on the date of issue of the Advice of Rating Form issued by Management.

ARTICLE #27 - CLERICAL-TECHNICAL JOB EVALUATION (CONT'D)

27:09                    Downgrading (Cont'd)

2) An incumbent who is advised between July 1st and December 31st inclusive, of his/her job being restructured, by receipt of an Advice of Rating, shall have his/her rate reduced by one step on the salary schedule on the following July 1st. An incumbent who is advised between January 1st and June 30th inclusive, of his/her job being restructured, by receipt of an Advice of Rating, shall have his/her rate reduced by one increment step on the Salary Schedule on the following January 1st.

3) Annually, thereafter, on July 1st or January 1st, the incumbent shall have his/her rate reduced in the same manner

4) The above process shall continue until the maximum dollars in the Salary Range for the restructured job are reached.

5) In the foregoing process of reduction, current salary schedule dollars shall be used. This includes general negotiated increases.

6) When an Employee becomes subject to this procedure, every effort will be made to transfer him/her to a suitable position which will re-establish the Employee in his/her original salary range.

ARTICLE #28 - DEFINITIONS

28:01                    A PERMANENT EMPLOYEE - is an Employee who has successfully completed the probationary period in the services of the Employer.

28:02                    A PROBATIONARY EMPLOYEE - is an Employee hired for a period of up to six (6) consecutive months in the service of the Employer. A Probationary Employee who remains in the service of the Employer longer than six (6) consecutive months shall automatically become a Permanent Employee unless such probationary period is extended by mutual consent between the Employer and the Union. The employment of a Probationary Employee may be terminated at any time during the six (6) consecutive month probationary period or extension thereto, without recourse to the Grievance Procedure, unless the Union claims discrimination under Article #18 of this Agreement.

ARTICLE #28 - DEFINITIONS (CONT'D)

28:03(1)        A TEMPORARY EMPLOYEE - is an Employee hired for a period of no longer than seven (7) consecutive months in the service of the Employer. A Temporary Employee shall not establish seniority except when such Employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. The Employee shall then automatically rank as a Permanent Employee. For such an Employee, his/her seniority shall then be established from his/her latest date of continuous service with the Employer.. The employment of such an Employee may be terminated at any time during the first seven (7) consecutive months without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article #18 hereof as a basis of termination.

28:03(2)(A)    A STUDENT EMPLOYEE - is a Temporary Employee who is hired for a school vacation period, or semester period under a Co-operative Graduate School Program. A Student's employ may be terminated at any time without recourse to the Grievance Procedure, unless the Union claims discrimination under Article #18 hereof as a basis of termination. A Student shall receive the minimum rate of pay for the job group in which he/she is working.

(B)        Without resorting to the Job Posting Procedure under Article #10, the Employer is entitled to employ Temporary Employees who are Students during the period of April 15th to September 15th inclusive, each year, to perform work for the Employer, which duties are not specifically covered by a Job Classification(s) as set out under Schedule "A".

Student Employees shall be paid in accordance with the Student Pay Plan, Schedule "E-1", except when performing tasks in the Construction Services Section, Public Works Department, then they shall be paid in accordance with Schedule "E-2".





ARTICLE #28 - DEFINITIONS (CONT'D)

28:03(2) (CONT'D)

28:03(2) C) Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ for its Construction Services Section, Public Works Department, Temporary Employees to perform work for the Employer, which duties are not specifically covered by Job Classification(s) as set out in this Agreement.

28:03(2)(D) Subject to Article 28:03(2)(B) and (C), the Employer shall follow the Job Posting Procedure under Article #10 before employing any Temporary Employees.

28:04 REGULAR RATE - is the rate of pay for the classification in which an Employee is presently working.

28:05 BASIC RATE - is the rate of pay for the permanent job classification of the Employee.

28:06 EMPLOYEE - is a person employed by the Employer who is included in Article #2 - SCOPE, of this Agreement.

ARTICLE #29 - CONTRACTING OUT

29:01 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 the 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.

ARTICLE #30 - TERM OF AGREEMENT

30:01 This Agreement shall be in effect from the 1st day of January 1992 and shall remain in effect until the 31st day of December 1993, 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

30:02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within the period of one hundred twenty (120) days prior to the expiration date of the Agreement, or any anniversary date of such expiration date.

ARTICLE #30 - TERM OF AGREEMENT (CONT'D)

30:03 If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiations within a period of twenty (20) calendar days from the receipt of such notice if requested to do **so**, provided however, an extension of time shall be granted if so requested by either Party.

ARTICLE #31 - COLLECTIVE AGREEMENT - EXTENSION OF TERM

31:01 Notwithstanding Article #30 - TERM OF AGREEMENT, the Employer and the Union agree to the provisions of Section 44(2) of The Labour Relations Act, R.S.O. 1970, Chapter 232 and amendments thereto.

ARTICLE #32 - AGREEMENT - SIGNING AUTHORITIES

32:01 In Witness Whereof the Parties hereto have set their hands and corporate seals to this Agreement.

DATED at The Regional Municipality of Sudbury, Ontario this 30<sup>th</sup> day of September, A.D. 1992.

THE REGIONAL MUNICIPALITY OF  
SUDBURY

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

LEGAL
ENGINEERING
TREASURY
PLANNING
OTHER

CHAIR

PRESIDENT

CLERK

SECRETARY

WITNESS

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

REPRESENTATIVE

SCHEDULE "A"  
JOB GROUPS - CLASSIFICATIONS

GROUP 1           (     - 183)

Clerk-Typist   (Trainee)  
Information Clerk and Guide I  
Stenographer   (Trainee)

GROUP 2           (184 - 207)

Office Clerk  
Rodperson #1  
Secretary       (Trainee)

GROUP 3           (208 - 231)

Drafting Clerk  
Draftsperson #1

GROUP 4           (232 - 255)

Clerk-Typist   (Generic)  
Clerk-Typist - Engineering & Construction  
Clerk-Typist/Receptionist - Committee of Adjustment  
Mail and Duplicating Equipment Operator

GROUP 5           (256 - 279)

Clerk-Typist                       - Building Controls  
Clerk-Typist/Receptionist - Building Controls  
Clerk-Typist/Receptionist - Engineering & Construction  
Clerk-Typist/Switchboard Relief - Clerk's  
Clerk-Typist/Switchboard Relief - Operations  
Construction Services Clerk  
Engineering and Construction Clerk  
Information Clerk and Guide II  
Invoice Clerk  
Main Switchboard Operator  
Receivables Clerk  
Receptionist/Stenographer - Engineering & Construction  
Receptionist/Stenographer - Legal  
Receptionist/Stenographer - S.R.D.C.  
Rodperson #2  
Stenographer/Receptionist - Building Maintenance

GROUP 6           (280 - 303)

Clerk/Stenographer - Building Controls  
Draftsperson #2  
Permit/Application Reviewer  
Planning/Cartography Technician #1  
Stenographer/Accounting  
Stenographer/Committee of Adjustment  
Stenographer - Clerk /Community Development  
Stenographer - Records/Planning

SCHEDULE "A" (Cont'd)

GROUP 7

(304 - 327)

Building Inspection Clerk  
Building Inspector #1  
By-Law Collection Clerk  
Computer Services Clerk  
Environmental/M.M.M.S. Clerk  
Field Inspector #1  
Operations Division Dispatcher  
Payroll Clerk  
Permit Control Clerk  
Property Draftsperson  
Records Clerk  
Secretary - Development  
Secretary - Engineering & Construction  
Secretary - Operations  
Secretary - Planning Studies  
Secretary - S.R.D.C.  
Technical Services Clerk  
Transportation Technician  
Water Billing Clerk

GROUP 8

(328 - 351)

Bookkeeper  
Legal Secretary  
Levelperson  
M.M.M.S. Clerk  
M.M.M.S. Data Clerk  
Recording Secretary  
Senior Invoice Clerk  
T.V. Sewer Inspection Technician  
Water Testing Technician

GROUP 9

(352 - 375)

Field Inspector #2  
Graphics Designer  
Project Research Clerk  
Technician

GROUP 10

(376 - 399)

Assistant Property Standards Officer  
Cartographer #2  
Draftsperson #3  
Planning Technician #2  
Vertical Control Person

GROUP 11

(400 - 423)

Cartographer #3  
Instrumentperson  
Law Clerk  
M.M.M.S. Technician  
Planning Technician #3  
Soils Testing Technician  
Survey Technologist

GROUP 12

(424 - 447)

Draftsperson/Technician  
Laboratory Technologist  
Programmer/Analyst

SCHEDULE "A" (Cont'd)

GROUP 13 (448 - 471)  
Assistant By-Law Enforcement Officer  
Building Inspector  
Control Draftsperson  
Control Survey Leader  
Property Standards Officer  
Senior Technician  
Traffic Analyst

GROUP 14 (472 - 495)  
Accountant  
Site Plan Control Officer  
Technologist

GROUP 15 (496 - 518)  
Plans Examiner

SCHEDULE "A"

PAY PLAN

JANUARY 1st, 1992

<u>GROUP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
01	\$ 9.78	\$10.13	\$10.59	\$11.05	\$11.42
02	12.34	12.76	13.24		
03	12.84	13.30	13.74		
04	13.07	13.52	13.97	14.47	14.91
05	13.24	13.70	14.19	14.76	15.31
06	13.52	14.14	14.73	15.32	16.00
07	13.92	14.51	15.09	15.76	16.39
08	14.32	14.89	15.44	16.07	16.73
09	14.70	15.36	16.07	16.77	17.52
10	15.12	15.97	16.73	17.52	18.37
11	15.89	16.78	17.74	18.79	19.76
12	17.05	18.12	19.26	20.41	21.52
13	18.40	19.40	20.46	21.44	22.48
14	19.92	20.99	22.07	23.12	24.44
15	20.83	22.04	23.21	24.38	25.61

SCHEDULE "A"

PAY PLAN

APRIL 1st, 1992 - C. O. L. A. ADJUSTMENT

GROUP	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
01	\$ 9.87	\$10.22	\$10.68	\$11.15	\$11.52
02	12.45	12.87	13.36		
03	12.95	13.42	13.86		
04	13.18	13.64	14.09	14.60	15.04
05	13.36	13.82	14.31	14.89	15.44
06	13.64	14.26	14.86	15.45	16.14
07	14.04	14.64	15.22	15.90	16.53
08	14.44	15.02	15.57	16.21	16.88
09	14.83	15.49	16.21	16.92	17.67
10	15.25	16.11	16.88	17.67	18.53
11	16.03	16.93	17.89	18.95	19.93
12	17.20	18.28	19.43	20.59	21.71
13	18.56	19.57	20.64	21.63	22.68
14	20.09	21.17	22.26	23.32	24.65
15	21.01	22.23	23.41	24.59	25.83

SCHEDULE "C"  
E.D.P. PAY PLAN  
JANUARY 1st, 1992

Classification of Programmer-Analyst

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
\$20.31	\$21.28	\$22.26	\$23.33	\$24.44



SCHEDULE "C"

E.D.P. PAY PLAN

APRIL 1st, 1992 - C.O.L.A. ADJUSTMENT

Classification of Programmer-Analyst

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
\$20.49	\$21.47	\$22.45	\$23.53	\$24.65

SCHEDULE "D"

REGIONAL MUNICIPALITY OF SUDBURY

ADVANCE VACATION PAY REQUEST

SALARY PAYROLLS

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

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

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

I, \_\_\_\_\_

Employee No. \_\_\_\_\_

Department \_\_\_\_\_

do hereby apply for an Advance Vacation Pay.

My holiday period is from \_\_\_\_\_

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

My cheque is to be made available at:

Regional Treasury Office

Regional Public Works/Operations Office

Other \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

APPROVED BY DEPARTMENT HEAD \_\_\_\_\_

DATE RECEIVED BY PAYROLL DEPARTMENT \_\_\_\_\_

SCHEDULE "E-1"

STUDENT PAY PLAN

<u>No</u> <u>Experience</u>	<u>1</u> <u>Season</u>	<u>2</u> <u>Seasons</u>	<u>3</u> <u>Seasons</u>	<u>4</u> <u>Seasons</u>
\$ 9.97	\$10.34	\$10.74	\$11.05	\$11.43

SCHEDULE "E-2"

STUDENT/TEMPORARY EMPLOYEE PAY PLAN

CONSTRUCTION SERVICES SECTION

<u>No</u> <u>Experience</u>	<u>1</u> <u>Season</u>	<u>2</u> <u>Seasons</u>	<u>3</u> <u>Seasons</u>	<u>4</u> <u>Seasons</u>
\$10.13	\$10.47	\$10.89	\$11.36	\$11.80

SCHEDULE "F"

REGIONAL MUNICIPALITY OF SUDBURY

APPLICATION FORM

BEREAVEMENT LEAVE PAY

I, \_\_\_\_\_  
hereby make application for \_\_\_\_\_ days Bereavement Leave Pay due to  
the death of

\_\_\_\_\_  
(Name of Deceased)

whose relationship to me was

and whose residence was

The above-noted member of my Immediate Family died on

\_\_\_\_\_, 19 \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_

APPROVED

DATE \_\_\_\_\_

NOT APPROVED

DATE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_

Department, 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 and to form an integral part of the new Collective Agreement for 1992-1993 between The Corporation of the Regional Municipality of Sudbury (Employer) and Canadian Union of Public Employees, Local #207 (Union), the Parties hereto agree to commit themselves to the following:

1) BANK TIME - TIME OFF IN LIEU OF OVERTIME PAY

(1) Implementation to commence the fourth Monday in March for Employees in the Project Services Section, fourth Monday in April for Employees in the Building Controls Division, and the third Monday in May for Employees in the Construction Services Section.

Employees in the Project Services Section are required to indicate their intention to participate in the program to their Immediate Supervisor not later than the fourth Monday in March of each year. Participation will not be considered beyond this date.

Employees of the Construction Services Section are required to indicate their intention to participate in the program to their .ImmediateSupervisor by no later than the fourth Monday in April of each year. Participation shall not be considered past this date.

(2) An Employee must decide whether to participate prior to the implementation date of the plan as stipulated by each Section.

(3) The maximum accrual of Bank Time is to be three (3) calendar weeks, being Monday to Friday inclusive, based on the Employee's basic work week hours or additional weeks as may be mutually agreed upon by the Employer and Union.

LETTER OF COMMITMENT (CONT'D)

1) BANK TIME - TIME OFF IN LIEU OF OVERTIME PAY (CONT'D)

(4) Bank Time shall be taken in off-peak periods as determined by the respective Department, Division or Section Head.

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

Off-peak periods for the Project Services Section shall be from the last Monday in October to the last Friday in February the following calendar year.

Off-peak periods shall be the last Monday in November each year to the last Friday in February of each year for Building Controls and Construction Services.

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

(5) With reference to Item (4) above, pay in lieu of Bank Time not used shall be on a straight time basis as per the rate of pay at the time of accrual.

i.e; 1 overtime hour worked = 1.5 hours banked time.

The Section Supervisor shall keep a record of the number of hours of overtime accrued and the applicable rates of pay for those hours.

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

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

(6) Should Management determine that a new Pilot Project is neither practical nor feasible, then those Employees with accrued Bank Time shall be paid in accordance with the method as outlined in Item (5) hereof. Actual pay is to be made in conformance with Item (4) hereof.

(7) The Employer and the Union shall meet jointly to discuss the expansion of Bank Time provisions in other Departments, Divisions or Sections.

(8) Dates of implementation and off-peak periods are to be determined by the Employer for other Sections, if determined or implemented as a Pilot Project.

LETTER OF COMMITMENT (CONT'D)

2) CONSTRUCTION SERVICES - LIMITED JOB POSTINGS  
FOR PEAK PERIODS

During the Term of this Agreement it is agreed and understood for the months of April 1st to September 30th the Employer shall post any additional job classifications which may be required to augment the existing Construction Services establishment, for any period in excess of three (3) continuous calendar weeks' duration, through a Limited Job Posting. Should such duration of job requirements be for a period of less than three (3) calendar weeks, then the provisions of Article #11:01 shall apply.

Permanent Employees of the Construction Services Section shall be given first consideration for such Limited Job Postings, then second consideration being given to Probationary Employees of the Section, and last consideration to Students or Temporary Employees of the Section.

Notwithstanding Article #14:07, in the Construction Services Section, Probationary *or* Temporary Employees may be considered first for overtime work required in the completion of a work day.

3) HOURS OF EMPLOY

All newly hired Employees, save and except Employees of the Construction Services Section, shall have a basic work week of thirty-five (35) hours as provided under Article #14:01(1) or 14:04(1) whichever applies, unless otherwise agreed upon by both Parties.

All newly hired Employees in the Construct on Services Section shall have a basic work week of th rty-eight (38 hours as provided under Articles #14:01(2) or 14:04 2), whichever applies, unless otherwise agreed to by both parties.

LETTER OF COMMITMENT (CONT'D)

4) JOB EVALUATION MANUAL - JOINT REVIEW COMMITTEE

A Joint Committee of three (3) Representatives of the Union and three (3) Representatives from Management is to be formed for the purpose of:

- a) Reviewing the existing Job Evaluation Manual
- b) Bearing in mind the intent and principles espoused

in the Job Evaluation Manual, the Joint Committee will recommend to their respective Parties any revisions deemed advisable. This process shall be conducted during the first year of any Agreement, and the existing Plan shall carry forth.

5) HOSPITALIZATION, MEDICAL BENEFITS,  
COMPREHENSIVE BLUE CROSS, BLUE CROSS DENTAL PLAN,  
AND GROUP LIFE INSURANCE COVERAGE

1) That both Parties are concerned with the ever increasing premium costs relating to those benefits outlined in Article #23.

2) That both parties are concerned with the overall absenteeism and its costs and causes among the group of Employees.

3) That the Parties agree to use the Labour-Management Meeting to discuss these concerns with the expressed purpose of resolving these issues.

6) EMPLOYEE RECORDS

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



LETTER OF COMMITMENT (CONT'D)

7) OPTIONAL LIFE INSURANCE AND GROUP R.R.S.P.

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

8) EMPLOYEES WITH THE SAME SENIORITY DATE

The Parties agree that in the event of a dispute, Employees hired on the same date will have their seniority determined by a random draw of numbers.

9) TRANSFERS BETWEEN LOCALS

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

10) TRAINING

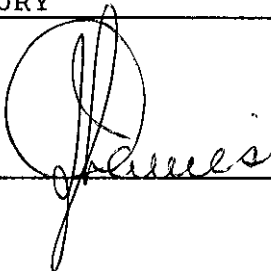
The Employer and the Union agree that training is an important issue. **As** a result, the issue of training will be discussed by a Labour-Management Committee with the objective of reviewing the present methods of training, opportunities for training, and making joint recommendations concerning training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

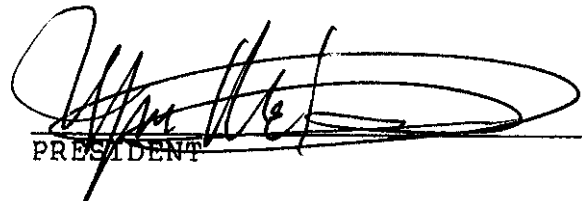
DATED at The Regional Municipality of Sudbury, Ontario  
this 3<sup>rd</sup> day of September, A.D. 1992.

THE REGIONAL MUNICIPALITY OF  
SUDBURY

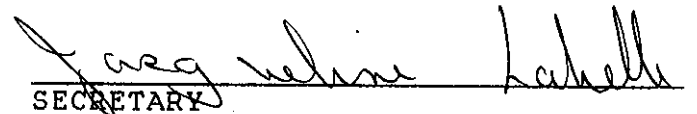
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL #207, C.L.C.

35 LEGAL
ENGINEERING
TREASURY
PLANNING
CLERK

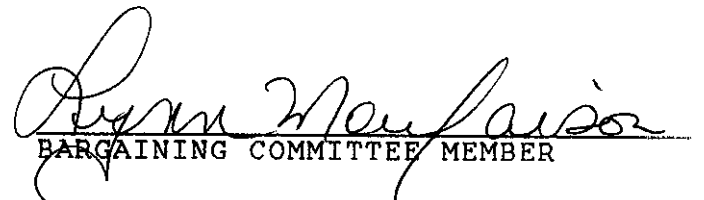
  
CHAIR

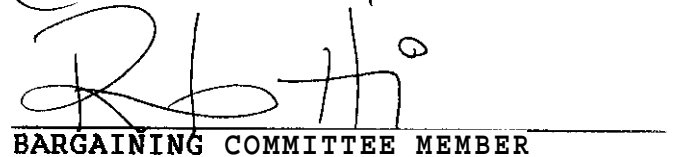
  
PRESIDENT

A. Haché  
CLERK

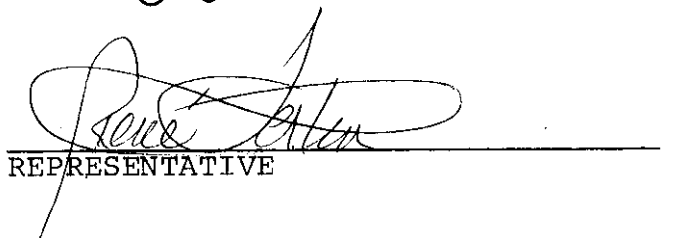
  
SECRETARY

WITNESS

  
BARGAINING COMMITTEE MEMBER

  
BARGAINING COMMITTEE MEMBER

  
BARGAINING COMMITTEE MEMBER

  
REPRESENTATIVE

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF SUDBURY

AND

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

It is agreed and understood that the incorporation of Schedule "C" - JOB GROUPS, CLASSIFICATIONS AND PAY PLANS - E.D.P. into the 1985-1986 Collective Agreement is contingent upon the following:

1. The position of Programmer-Analyst be maintained at its current rating of 439 points, reflecting - Technical Group 12 - Schedule "B" - JOB GROUPS, CLASSIFICATIONS AND PAY PLANS - TECHNICAL.

That the position of Programmer-Analyst not be paid in accordance with Pay Schedule "B" but be paid in accordance with the following Schedule "C":

Effective January 1st, 1985

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
\$ 14.83	\$ 15.52	\$ 16.24	\$ 17.02	\$ 17.83

Effective January 1st, 1986

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
\$ 15.42	\$ 16.14	\$ 16.89	\$ 17.70	\$ 18.54

3. That if and when market conditions change, the position of Programmer-Analyst would be re-evaluated.
4. That should the above evaluation result in a point rating of less than that of Group 14, the "Downgrading" rules as outlined in Article #27:09 of our current Collective Agreement would apply.

DATED at The Regional Municipality of Sudbury, Ontario,

this 7<sup>th</sup> day of May, A.D. 1940

THE REGIONAL MUNICIPALITY OF SUDBURY

*[Handwritten signature]*

CHAIRMAN

*Paul Thilion*

CLERK

WITNESS

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

*[Handwritten signature]*

PRESIDENT

*Jacqueline Labelle*

SECRETARY

*[Handwritten signature]*

BARGAINING COMMITTEE MEMBER

*Nancy Laird*

BARGAINING COMMITTEE MEMBER

REPRESENTATIVE

RS LEGAL
ENGINEERING
TREASURY
PLANNING
OTHER

BY-LAW 89-288

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 73-38 as amended, and as  
continued by By-law 85-155;

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) 'COUNCIL' means the Council of The Regional Municipality of Sudbury,
  - (d) 'DEPARTMENT HEAD' means the Chief Administrative Officer, Regional Engineer, Regional Planning Director, Regional Treasurer, Regional Clerk, Manager of Sudbury Regional Development Corporation, Director of Health and Social Services, Regional Personnel Director, Regional Solicitor, Chief of Police and their designates,
  - (e) 'EMPLOYEE' means any person in the employ of the Region, except
    - (1) temporary employees,
    - (2) contract employees,

- (3) non-union employees, being persons not covered by a collective agreement negotiated pursuant to the Labour Relations Act of Ontario, and hired after December 31st, 1980,
  - (4) employees of The Canadian Union of Public Employees, Locals #6, #207 and #207 - social Services, C.L.C. hired on or after July 1st, 1982,
  - (5) employees who are members of the Ontario Nurses Association and employed as Nurses at Pioneer Manor,
  - (6) employees, civilian and police, who are covered by the terms of reference in the Senior Officers Memorandum of Agreement hired on or after October 1st, 1978,
  - (7) the Chief of Police and the Deputy chief hired on or after October 1st, 1978, and
  - (8) employees on probation, but "employee" in this by-law does include police officers on probation.
- (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 U.I.C., C.P.P., Income Tax, and O.M.E.R.S. Deductions,
- (i) "PERSONNEL DIRECTOR" means the Personnel Director of The Regional Municipality of Sudbury,

- (j) "REGION" means The Regional Municipality of Sudbury,
- (k) "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 employment,
- (l) "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,
- (m) "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,
- (n) "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",
- (o) "SICK LEAVE CREDIT" means a per diem allowance or portion thereof as provided by this By-law for sick leave absence, and
- (p) "TREASURER" shall mean the Treasurer of The Regional Municipality of Sudbury.

2. (a) A plan of sick leave credit gratuities is hereby continued for all employees and, subject to the control of Council, the conduct and management of the plan shall be vested in the Personnel Director.

(b) The Personnel Director shall perform all things necessary or incidental to carry on the sick leave credit gratuities plan.

Each Department Head, in conjunction with the Personnel Director, 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 Department Head of any sick leave credit or sick leave absence shall be subject to the appeal set out in Section 5 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 a 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.

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 1/2) 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 (2) calendar weeks. Where such leave extends into more than one (1) month the sick leave credit will not be granted for the month in which the greater number of days of absence occurred.

4. (a) An employee who is absent from his/her duties for more than five (5) 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 difference in pay between his/her Worker's Compensation and his/her net pay. If such a request is made, then commencing on the sixth (6th) 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 excess portion of wages between the Worker's Compensation 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.

(d) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons which days of absence shall be deducted from their accumulated sick leave credits, subject to the provision that such compassionate leave is not provided by some other Region provision.

(e) An employee shall not be entitled to benefits under Section 4(d) if he fails, 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 Unemployment Insurance Benefits for Maternity Leave.

(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 terms 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 Department Head or designate for salaried employees, or to the Operations Department (Time Office) for hourly-rated employees.

(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 (1) hour before his/her scheduled starting time to the police officer on duty in the Uniform Platoon Sargeant's office.

(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 shall also 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 applicable, 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 Department Head, 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 Department Head 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 of the Region 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 and 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 Personnel Director, and a Chairman of the Board, to be selected by the Union President (or the non-union representative) and the Personnel Director. If the Union

President (or non-union representative) and the Personnel Director are unable to agree, then the selection of Chairman shall be made by the Region Solicitor in his/her sole discretion. A majority decision of the Board of Review shall be final and binding upon the Region and the employee.

(c) Where an appeal is filed with the Treasurer he/she shall forthwith notify the Personnel Director 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 Chairman 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 (7) 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 (5) 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:

- (1) 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  $.8\bar{0}$  (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 employee. 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 Nurses employed at Pioneer Manor Home for the Aged 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.

10. By-law 85-155 is hereby repealed, with all credits and gratuities established under that By-law continued.

READ THREE TIMES AND FINALLY PASSED IN OPEN COUNCIL this  
13th day of December, 1989.

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
CLERK

SCHEDULE "A" TO BY-LAW 89-280  
OF THE REGIONAL MUNICIPALITY OF SUDBURY

SICK LEAVE CERTIFICATE

(1) EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

•

I hereby apply for sick leave absence and certify that my absence was occasioned by \_\_\_\_\_ sickness  
\_\_\_\_\_ accident  
from \_\_\_\_\_ to \_\_\_\_\_  
inclusive.

Nature of Sickness or Accident:

Total Days \_\_\_\_\_

Date \_\_\_\_\_, 199\_

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

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DECISION ON APPLICATION

- (2) The above application
- (1) is approved
  - (2) is not approved
  - (3) is approved but amended as follows:

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Dated \_\_\_\_\_, 199\_

\_\_\_\_\_  
Signature of Supervisor or Designate

SCHEDULE 'B' TO BY-LAW 89-288  
OF THE REGIONAL MUNICIPALITY OF SUDBURY

SICK LEAVE CERTIFICATE  
FOR POLICE OFFICERS AND CIVILIAN EMPLOYEES

EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

(1) DATE REPORT RECEIVED \_\_\_\_\_ TIME \_\_\_\_\_  
NAME OF EMPLOYEE BOOKING SICK \_\_\_\_\_  
DAY SHIFT \_\_\_\_\_ AFTERNOON SHIFT \_\_\_\_\_ NIGHT SHIFT \_\_\_\_\_  
OFFICER RECEIVING REPORT \_\_\_\_\_  
INDIVIDUAL DATES AND HOURS OFF DUE TO ILLNESS \_\_\_\_\_ OR ACCIDENT \_\_\_\_\_  
TO BE INDICATED: \_\_\_\_\_

THIS ABSENCE WAS IMMEDIATELY PRECEDED OR FOLLOWED BY DAYS OFF OR VACATION LEAVE AS FOLLOWS:

DATES \_\_\_\_\_  
DATED \_\_\_\_\_ EMPLOYEE'S SIGNATURE \_\_\_\_\_

CHECKED AND FOUND CORRECT \_\_\_\_\_  
ENTRY COMPLETED IN SICK LEAVE BOOK \_\_\_\_\_

\_\_\_\_\_  
(OFFICER IN CHARGE)

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2. PHYSICIAN'S CERTIFICATE

I, THE UNDERSIGNED, A DULY REGISTERED AND **QUALIFIED** MEDICAL PRACTITIONER CERTIFY THAT \_\_\_\_\_ WAS JUSTIFIED IN ABSENTING HIM/HER SELF FROM DUTY DUE TO ILLNESS/ACCIDENT, DURING THE PERIOD \_\_\_\_\_ TO \_\_\_\_\_, (Date commenced) (Date **concluded**)

AND THE SAID EMPLOYEE IS NOW PHYSICALLY AND MENTALLY CAPABLE OF RETURNING TO FULL DUTY.

DATED AT SUDBURY \_\_\_\_\_ 19\_\_\_\_. SIGNATURE \_\_\_\_\_

NAME (PLEASE PRINT) \_\_\_\_\_

\*\*\*\*\*

3. DECISION ON APPLICATION  
THE ABOVE APPLICATION

NO. OF HOURS \_\_\_\_\_

- (1) \_\_\_\_\_ IS ALLOWED
- (2) \_\_\_\_\_ IS NOT ALLOWED
- (3) \_\_\_\_\_ IS ALLOWED BUT AMENDED AS FOLLOWS:

\_\_\_\_\_  
SIGNATURE OF CHIEF OF POLICE