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NOMBRE D'EMPLOYÉS	<i>OK</i>		

1996 - 1999

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 207

(Office, Clerical and Technical Employees)

NOV 12 1997

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**1996 - 1999
COLLECTIVE AGREEMENT**

**THE REGIONAL MUNICIPALITY OF SUDBURY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #207 - SOCIAL SERVICES**

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THIS COLLECTIVE BARGAINING AGREEMENT, made and entered into, this 1st day of January 1996.

B E T W E E N :

THE REGIONAL MUNICIPALITY OF SUDBURY

Hereinafter called the "Employer"

OF THE FIRST PART

A N D

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

Hereinafter called the "Union"

OF THE SECOND PART

ARTICLE #1 - PURPOSE

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

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

ARTICLE #2 - SCOPE

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

chief Administrative Officer, Commissioners, General Managers, Directors, Managers, Officers being Communications/Public Relations Officer; Environmental Control Officer/Recycling/Reuse; Project Manager, Waste Management System Plan; Environmental Control

Officer/Environmental Approvals/MISA; Economic Development Officer;
Technical Officer; Budget Officer; Inspectors being Chief Inspector-
Construction Services; Chief Building Inspector/ Official;
Co-ordinators being Co-ordinator of Construction Services;
Co-ordinator of surveys; Traffic & Transportation Co-ordinator;
Strategic & Environmental Co-ordinator; Co-ordinator of Engineering
Support; Co-ordinator of Employment Support Services; Co-ordinator of
Health, Safety & WCB Claims; co-ordinator of Employee Benefits &
Payroll; Co-ordinator of Employment and Employee Development; Budget
Co-ordinator; Support Staff being Secretary to Chief Administrative
officer; Secretary/Receptionist/Chair's Office; Secretary to Regional
Chair; Secretary to Commissioner of Public Works; Secretary to
Director of Engineering & Operations; Secretary/Operation's Manager;
Secretary/Administration, Public works Department; Secretary to Co-
ordinator of Traffic and Transportation; Secretary of Planning &
Development; Deputy Secretary/Treasurer-Committee of Adjustment/Land
Division; Secretary to Commissioner of Health & Social Services;
Secretary to Director of Social Services; Secretary of Day Care
services; secretary of Employment Support Services; Policy Analyst;
Health, Safety & WCB Claims Clerk; Employee Benefits & Records Clerk;
Employment & Employee Development Clerk; Secretary to Regional
Treasurer/Director of Financial Services; Secretary to Regional
Solicitor/Director of Legal Services; Secretary to Commissioner of
Corporate Services; Secretary to Director of Human Resources;
Secretary to General Manager/SRDC; Supervisors being secretary to
commissioner of Planning & Development & Office Supervisor; Claims
Co-Ordinator/Office Supervisor; Fleet Supervisor; Area Supervisor;
Operations Office Supervisor; General Foreman/Plants; Maintenance &
Technical Supervisor; Building Superintendent; supervisor of Building
Permit Services/Project Administration; Deputy Treasurer/Supervisor
of Accounting Services; Billing & Collection Supervisor;
Professional Planners; Professional Engineers; Secretary-Treasurer
of Committee of Adjustment/Land Division Committee, Deputy
Solicitor, Property Appraiser/Negotiator 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, or Ontario Nurses Association.

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 Director of Human Resources within five (5) calendar days of any change in the Employee's address or telephone number.

4:04 No Strikes or Lockouts

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.

4:05 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 as provided in The Ontario Labour Relations Act, as amended from time to time. It is further agreed that the Employer may discipline or discharge any Employee who causes or takes part in any such action.

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.

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 (less amounts earned during time lost) for the hours per week or any other arrangement which is just and equitable in the opinion of the conferring Parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

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 Commissioner and send one (1) copy to the Director of Human Resources 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 Commissioner and the Director of Human Resources 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.

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 Director of Human Resources. 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 The Ontario Labour Relations Act, as amended from time to time, 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 The Ontario Labour Relations Act, as amended from time to time.

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.

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 Director of Human Resources and the affected Commissioner 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.

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 Human Resources Division in order to investigate and assist in the settlement of a Grievance.

6:08 An Employee, upon written request to the Director of Human Resources, may view the contents of his/her Personnel file in

the Human Resources Division at a time mutually convenient. An Employee may also, upon written request to the Director of Human Resources, authorize a Union Representative to view the Employee's Personnel file in the Human Resources Division at a time mutually convenient. Copies of any documents contained in the Personnel file may be released to the Employee upon written request by the Employee to the Director of Human Resources, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

ARTICLE #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.

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.

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.

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 Director of Human Resources 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.

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 #25:01(2).
- 3) Vacation Pay received during the applicable temporary employment period shall be either:
 - a) paid back to the Employer as:
 - (i) a lump sum, or
 - (ii) a pre-arranged and approved series of no more than four (4) payments within a One Hundred and Twenty (120) calendar day period from the date of being hired as a Probationary Employee, or;
 - b) kept by the Employer, in which case the Employee will only accrue vacation credits from their date of hire as a Probationary Employee.
- 4) Temporary Employees do not have any seniority or seniority rights while they are Temporary Employees.

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.

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 who has accepted a Limited Posting will not be considered for any other Limited Posting 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.

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 #29 - 29:09) 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 Human Resources Division 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.

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/her regular rate of pay while so assigned.

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 #30:03(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 | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. civic Holiday | |

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, 1990, 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, 1990, and any amendments thereto.

12:02 All Permanent, Probationary and Temporary Employees except students (Article #30:03(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.

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	As per 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 and Maintenance 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 commissioner 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.

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.

13:08 Temporary Employees shall be entitled to vacation pay in accordance with The Employment Standards Act, as amended from time to time. Vacation Pay shall be paid bi-weekly on pay days.

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 Commissioner.

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 Pregnancy 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.

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 Article 14:01(2) the basic hours of employ for all Employees shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive, with a one (1) hour unpaid lunch allotted therein.

(Thirty-Five (35) Hour Work Week)

14:01(2) The basic hours of employ for Employees working in the Construction Services Section shall be from 8:00 a.m. to 4:15 p.m., Monday to Friday inclusive, with a thirty-nine (39) minute unpaid lunch allotted therein.

(Thirty-Eight (38) Hour Work Week)

14:01(3) The daily schedule may be adjusted by the Commissioner 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) 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) or 14:01(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 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.

14:05 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.

14:06 Overtime will be divided as equitably as possible among the Employees in each Section. Such overtime shall be offered to Permanent Employees before Probationary and Temporary Employees are considered.

14:07 Meal Allowance

14:07(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 (\$7.00) Dollars 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 (\$7.00) Dollars for the purpose of purchasing the second meal.

14:07(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 (\$7.00) Dollars for each five (5) continuous hours of employ.

14:07(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 (\$7.00) Dollars after working five (5) consecutive hours of overtime work, when less than one (1) hour lead time to report for work is given, with an additional Meal Allowance of seven (\$7.00) Dollars following the completion of each additional five (5) continuous hours of overtime work.

14:07(4) That the Meal Allowance shall be paid to Employees once each Pay Period as a payroll entry and itemized on the pay stub.

14:08 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

14:09 Annual Review

14:09(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.

14:09(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 Commissioner, if requested to do so in writing by the affected Employee.

14:10(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.

14:10(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.

14:10(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.

14:10(4) Should an Employee decide he/she has been unfairly dealt with under the provisions of Article #14 (14:09, 14:10, and 14:11) the Employee may submit the matter as a Grievance.

14:11 Continuing Policies

14:11(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 the Commissioner.

14:11(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.

14:11(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.

14:11(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.

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 Director of Human Resources. 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.

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 Jury and Witness Duty Leave

15:06(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/her Jury or Witness Duty Fee. The Employee shall retain any travel expenses which have been paid to him/her.

15:06(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 - PREGNANCY LEAVE

16:01 Every Employee who becomes pregnant, shall in writing, notify her Supervisor of her pregnancy, not less than four (4) months prior to the date of termination of her pregnancy as certified by a qualified Medical Practitioner.

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

16:02 For Employees on Pregnancy Leave, the Employer will contribute the difference between the U.I. Weekly Benefit Rate and Seventy-five (75%) Percent of the Employee's regular earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of U.I.C. for Pregnancy Leave purposes and will be limited to the maximum fifteen (15) week period.

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

16:03 In accordance with Employment and Immigration conditions, Employees do not have a right to S.U.B. payments except for supplementation of U.I. Benefits during the unemployment period as specified in the Plan.

16:04 In accordance with Employment and Immigration conditions, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

ARTICLE #17 - PARENTAL LEAVE

17:01 Parental Leave, and the subsequent return to employment, must conform to the provisions of The Employment Standards Act, R.S.O. 1990 and amendments thereto.

ARTICLE #18 - ADOPTION LEAVE

18:01 An Employee planning to adopt a child will notify the Employer and keep the Employer informed of the progress of his/her Application. Providing that the Employee has one (1) or more years of service with the Employer, he/she will be granted a Leave Without Pay of up to six (6) months inclusive of his/her time on parental leave, beginning at any time at or near the receipt of the child. On return from this Leave, the Employee shall be placed in his/her

permanent classification and grade held immediately prior to the said Leave.

18:02 Notwithstanding other provisions of this Agreement, Employees on Adoption leave, shall accrue vacation credits for the first twelve (12) weeks of leave.

18:03 Adoption Leave - supplementary Unemployment Insurance Benefits (S.U.B. Plan)

18:03(1) Effective March 1st, 1992, the Employer will contribute the difference between the U.I. Weekly Benefit Rate and Seventy-Five (75%) Percent of the Employee's regular earnings at the commencement date of the leave. The Allowance is to continue only when the Employee is in receipt of U.I. for Parental Leave purposes and will be limited to the maximum ten (10) week period.

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

18:03(2) In accordance with Employment and Immigration conditions, Employees do not have a right to S.U.B. payments except for supplementation of U.I. Benefits during the unemployment period as specified in the Plan.

18:03(3) In accordance with Employment and Immigration conditions, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

18:03(4) The Employer will continue benefits as outlined under Article #25:01 for the aforementioned twelve (12) week period.

18:03(5) It is to be understood by the Parties that the aforementioned subsidy, vacation and seniority accrual and benefits continuance shall be limited to one (1) parent/guardian.

18:03(6) An Employee on Pregnancy Leave shall not receive Sick Leave Pay.

ARTICLE #19- RETIREMENT AND PENSION PLANS

19:01 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.

19:02 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 #20 - NO DISCRIMINATION

20:01 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.

20:02 There shall be no discrimination practised by either the Employer or the Union against any Employee because of his/her age (as defined in The Ontario Human Rights Code), race, religion, creed, colour, place of origin, sex 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 practised by the Employer or the Union.

20:03 No person shall be required as a condition of employment to become or remain a member of the Union or any other organization.

20:04 Neither the Employer nor the Union condone the practice of sexual harassment and any such claim shall be referred under the Discrimination and Harassment Policy.

ARTICLE #21 - GENERAL

21:01 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.

21:02(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.

21:02(2) An Employee may from time to time, submit to the Director of Human Resources, for inclusion in the Employee's

Personnel files, additional qualifications which have been acquired.

21:03 Employee Motor Vehicle Usage

21:03(1) It shall be the responsibility of each Commissioner to determine whether an Employee requires the use of a motor vehicle to carry out Employer business.

21:03(2) If a Commissioner determines that an Employee requires a motor vehicle to carry out Employer business then the Commissioner 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.

21:03(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 (\$1,000,000.00) Dollars Public Liability and Property Damage Insurance coverage at the "Business Rate".

21:03(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 (\$1,000,000.00) Dollars Public Liability and Property Damage Insurance coverage upon presentation of their receipt of payment for such premium.

21:03(5) Where an Employee is using his/her own motor vehicle, the Employee shall be paid the motor vehicle mileage rate of Twenty-Seven and One-Half Cents (\$.275) per kilometre.

21:03(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".

21:04 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.

21:05 Joint 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 Joint 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 Health and Safety Manual, or for seeking enforcement of the provisions of the Acts and Health 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 Health,

Safety and WCB Claims Co-ordinator who will report all injuries to the Joint 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 Health, Safety and WCB Claims Co-ordinator will report to the Joint 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.

The Employer will grant a paid Leave of Absence to a Union designated member of the Joint Health and Safety committee in order that he/she may investigate any critical accidents. This investigation will be conducted in conjunction with the Health, Safety and WCB Claims Co-ordinator and a copy of the Report will be given to the Joint Health and Safety Committee.

21:06 Revised Reporting Locations

21:06(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.

21:06(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.

21:06(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.

21:07 Bilingual Position(s) - Mandatory

The union and the Employer agree that during the life of this Agreement only the one (1) position of Switchboard Operator amongst the current Job Descriptions is to be a mandatory bilingual (English-French) position.

21:08 Safety Footwear

Effective April 1st, 1996, the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by The Occupational Health and Safety Act, 1978 and Regulations for Construction Projects, will be in the amount of Eighty-five (**\$85.00**) Dollars per annum, and will be paid out as a "non-taxable allowance" on the first full pay period in May of each year. The wearing of safety boots or safety shoes must also be in conformance with the Regional Safety Rules.

Effective April 1st, 1997, the Safety Footwear Subsidy will increase to Ninety-Five (**\$95.00**) Dollars.

Effective April 1st, 1998, the safety Footwear subsidy will increase to one Hundred and Five (**\$105.00**) Dollars.

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

21:09 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).

21:10 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.

21:11 Notice of Change

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

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

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

In the event of a planned layoff of Permanent Employees, the Parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the Employees involved. Such discussion shall include the possible implementation of an early retirement incentive program and/or other recognized voluntary leaving incentive program where feasible, as an alternative to layoffs. Nothing in this Article commits the Employer to offering any program should the Employer not deem it appropriate to do so.

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

ARTICLE #22 - BULLETIN BOARDS

22:01 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 #23 - VALIDITY OF AGREEMENT

23:01 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 #24 - PAY DAYS

24:01 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 the day preceding pay day, provided no interruption beyond the control of the Employer is encountered.

ARTICLE #25 - LIBERTY MUTUAL INSURANCE COMPANY - HOSPITAL,
MEDICAL AND DENTAL BENEFITS, AND GROUP LIFE
INSURANCE COVERAGE

25:01(1) For Permanent Employees, the Employer agrees to contribute One Hundred (100%) Percent of the total Employee premium cost for the following plans:

- a) Ontario Health Tax, or a replacement Plan introduced by the Ontario Government;
- b) Liberty Health Comprehensive Extended Health Care
Effective January 1st, 1993,
Two Hundred and **Sixty (\$260.00)** Dollars
Eye Glass subsidy;

The Hearing Aid subsidy to be
Three Hundred **(\$300.00)** Dollars
every five (5) years;
- c) Liberty Health Dental Plan No. 9

- with "space maintainers"

Effective April 1st, 1996,
1996 O.D.A. Fee Schedule;
- d) Group Life Insurance Plan
(One and one-half (1 1/2) times
basic annual earnings);
- e) Weekly Indemnity Insurance, providing a benefit level of Seventy-five **(75%)** Percent of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life;

- f) Long Term Disability Insurance, providing a benefit level of Seventy-five (75%) Percent of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life.

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

- a) Ontario Health Tax or a replacement Plan introduced by the Ontario Government;
- b) Liberty Health Comprehensive Extended Health Care
Effective January 1st, 1993,
Two Hundred and Sixty (\$260.00) Dollars
Eye Glass Subsidy;

The Hearing Aid Subsidy to be
Three Hundred (\$300.00) Dollars
every five (5) years.
- c) Liberty Health Dental Plan No. 9
- with "space maintainers"

Effective April 1st, 1996,
1996 O.D.A. Fee Schedule;

25:01(3) For every Temporary Employee, the Employer will remit the cost of Provincial Health coverage under the Employer Health Tax (EHT). Should OHIP premiums be reinstated, the Employer agrees to deduct from each Temporary Employee's earnings One Hundred (100%) Percent of the premium cost, and remit same on behalf of the Employee.

25:01(4) As a condition of employment, the Employer shall describe and make available Benefits as outlined in Article #25:01(1) and #25:01(2) to all Permanent and Probationary Employees. The Employee shall have the option to choose whether to participate or not in the aforementioned Benefit Plans.

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

25:03 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 25:01 for those months covered by the leave of absence without pay.

25:04 Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Liberty Health, 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.

25:05 Employee Early Retirement/Disabled Benefit Plan

25:05(1)(i) That for Retired and Disabled Employees, the Employer agrees to contribute One Hundred (100%) Percent of the Employee's premium costs for the following Plans:

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

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

Liberty Health Vision Care

Effective January 1st, 1993,
One Hundred and Twenty (\$120.00) Dollars
Eye Glass subsidy;

Group Life Insurance
valued at Ten Thousand (\$10,000.00) **Dollars**
and reducing to Three Thousand (\$3,000.00) Dollars
Employee paid at age sixty-five (65)

Further to the above, a Retired Employee shall have the option of participating at his/her own cost in a Liberty Health Dental Plan #9 at the 1996 O.D.A. Fee Schedule, effective April 1st, 1996.

25:05(1)(ii) Spousal Coverage

For Employees who now qualify for Benefits under the provisions of Article #25:05, 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.)

25:05(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.

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

25:05(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 #26 - C.O.L.A.

26:01 The Employer and the Union have agreed that:

26:01(1) Effective April 1st, 1996, a One Point Five (1.5%) Percent General Wage Increase be applied to those rates in effect on March 31st, 1996 as per Schedules "A" and "C" of the Collective Agreement.

26:01(2) 1992 cost of Living Adjustments (C.O.L.A.) Detailed Calculations/Methods

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

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

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

26:01(3) Effective April 1st, 1997, a One (1.0%) Percent General Wage Increase be applied to those rates in effect on March 31st, 1997, as per Schedules "A" and "C", of the Collective Agreement.

26:01(4) 1993 Cost of Living Adjustments (C.O.L.A.) Detailed Calculations/Methods

The following C.O.L.A. provisions will be completely

inoperative for the term of this Agreement.

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

$\frac{(\text{March}/93 \text{ CPI} - \text{Dec}/92 \text{ CPI})}{\text{Dec}/92 \text{ CPI}} \times 100 - (1\%)$ = APRIL 1st. 1993 PERCENT COLA ADJUSTMENT

$\frac{(\text{June}/93 \text{ CPI} - \text{Dec}/92 \text{ CPI})}{\text{Dec}/92 \text{ CPI}} \times 100 - (1\% + \text{APR}/93 \% \text{ COLA ADJ.})$ = JULY 1st, 1993 PERCENT COLA ADJUSTMENT

$\frac{(\text{Sept}/93 \text{ CPI} - \text{Dec}/92 \text{ CPI})}{\text{Dec}/92 \text{ CPI}} \times 100 - (1\% + \text{APR} + \text{JULY}/93 \% \text{ COLA ADJS.})$ = OCTOBER 1st. 1993 PERCENT COLA ADJUSTMENT

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

26:01(5) Effective April 1st, 1998, a One (1.0%) Percent General Wage Increase be applied to those rates in effect on March 31st, 1998 as per Schedules "A" and "C" of the Collective Agreement.

ARTICLE #27 - SICK LEAVE

27:01 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.

27:02 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 #28 - BEREAVEMENT LEAVE

28:01 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, bona fide 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.

28:02 In the case of the demise of a son-in-law, daughter-in-law, brother-in-law or a sister-in-law, Permanent and Probationary

Employees shall be permitted leave of absence for three (3) consecutive working days.

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

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

28:03 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.

28:04 Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the Funeral.

28:05 An Employee may elect to defer one (1) day of his/her Bereavement Leave to be used for the attendance at the actual interment.

28:06 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/her Supervisor/Foreman.

28:07 Travel to Attend at a Funeral

In the event that a death of a member of the Employee's Family as defined in Clauses #28:01 and #28:02 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 #29 - CLERICAL-TECHNICAL JOB EVALUATION

29:01 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.

29:02 Jobs Covered by the Clerical-Technical
Job Evaluation Plan

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

29:03 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.

29:04 _____

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.

29:05 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.

29:06 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 - 14:11(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.

29:07 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.

29:08 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.

29:09 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.
- 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 #30 - DEFINITIONS

30:01 **A PERMANENT EMPLOYEE** - is an Employee who has successfully completed the probationary period in the services of the Employer.

30:02 **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 #20 of this Agreement.

30:03(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 #20 hereof as a basis of termination.

30:03 (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 #20 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.

30:03 (2) (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".

30:03 (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.

30:03 (2) (D) Subject to Article 30:03(2)(B) and (C), the Employer shall follow the Job Posting Procedure under Article #10 before employing any Temporary Employees.

30:04 REGULAR RATE - is the rate of pay for the classification in which an Employee is presently working.

30:05 BASIC RATE - is the rate of pay for the permanent job classification of the Employee.

30:06 EMPLOYEE - is a person employed by the Employer who is included in Article #2 - SCOPE, of this Agreement.

ARTICLE #31 - CONTRACTING OUT

31:01 The Parties hereto agree that for the Term of this Agreement there shall be no restriction on contracting out by the Employer of their work or services of a kind now performed by Employees herein represented; provided, however, that no Permanent Employee of the Employer shall, as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

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

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

ARTICLE #32 - TERM OF AGREEMENT

32:01 This Agreement shall be in effect from the 1st day of January 1996 and shall remain in effect until the 31st day of March, 1999, 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.

32:02 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.

32:03 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 #33 - COLLECTIVE AGREEMENT - EXTENSION OF TERM

33:01 Notwithstanding Article #32 - TERM OF AGREEMENT, the

Employer and the Union agree to the provisions of The Ontario Labour Relations Act, as amended from time to time.

ARTICLE #34 - SCHEDULES

34:01 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 #35 - AGREEMENT - SIGNING AUTHORITIES

35:01 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 28th day of July, A.D. 1997.

Reviewed By
<i>RS</i> LEGAL
ENGINEERING
TREASURY
BY APPOINTMENT OTHER

THE REGIONAL MUNICIPALITY OF SUDBURY

CHAIR

CLERK

[Signature]
A. Haché

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

PRESIDENT

SECRETARY

REPRESENTATIVE

[Signature]
Sandra Tappassini
we have authorized to send the corporate seal
[Signature]
BARGAINING COMMITTEE MEMBER
Silvia St-Euge
BARGAINING COMMITTEE MEMBER
[Signature]
BARGAINING COMMITTEE MEMBER

SCHEDULE "A"

JOB GROUPS - CLASSIFICATIONS

* Indicates job has not received rating by Joint Rating Committee

- GROUP 1 (- 183)
Clerk-Typist (Trainee)
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)
* **Records Clerk**
* **Clerk-Typist** **Comm** of **21**
Mail and-Duplicating operator
- GROUP 5 (256 - 279)
Clerk-Typist-Building S
Clerk-Typist/Receptionist **Servi**
* Clerk-Typist/Receptionist-Commissioner of Public works
* Clerk-Typist/Switchboard Relief-Council Support
Clerk-Typist/Switchboard Relief-Operations and
Maintenance
* construction Services Clerk
Engineering and Construction Clerk
* Main switchboard Operator
Receptionist/Stenographer-Commissioner of Public Works
Receptionist/Stenographer-Legal Services
Receptionist/Stenographer-S.R.D.C.
Rodperson #2
Stenographer/Receptionist-Commissioner of Public works
- GROUP 6 (280 - 303)
Draftsperson #2
Permit/Application Reviewer
* secretary-Financial services
Stenographer/Receptionist-Committee of Adjustment
* Stenographer-Records/Planning
Invoice Clerk/Cashier

SCHEDULE "A" CONTINUED

GROUP 7 (304 - 327)

* Building Inspector #1
* Billing and Collection Clerk
Computer Services clerk
Plants M.M.M.S. Clerk
Field Inspector #1
* operations Division Dispatcher
Payroll Clerk
Property Draftsperson
Records Clerk
Secretary-Development Services
Secretary-Operations and Maintenance
Secretary-Long Range Planning
* Technical Services Clerk
* Transportation Technician
* Stenographer/Site Plan Control Officer Assistant
By-Law Enforcement Officer Assistant

GROUP 8 (328 - 351)

* Bookkeeper
Legal Secretary
Levelperson
M.M.M.S. Clerk
M.M.M.S. Data Clerk
Recording Secretary
* Senior Invoice Clerk
* Planning/Cartography Technician #1
Permit control Clerk

GROUP 9 (352 - 375)

Graphic Designer
Project Research Clerk
Technician

GROUP 10 (376 - 399)

Cartographer #2
Draftsperson #3
Planning Technician #2
* vertical control Person
Budget Technician

GROUP 11 (400 - 423)

Cartographer #3
Instrumentperson
Law Clerk
M.M.M.S. Technician
Planning Technician #3
* Soils Testing Technician
Survey Technologist
Field Inspector #2

GROUP 12 (424 - 447)

* Draftsperson/Technician
Laboratory Technologist
Programmer/Analyst
CADD Technician

SCHEDULE "A" CONTINUED

GROUP 13 (448 - 471)

- By-Law Enforcement officer
- Building Inspector
- * Control Draftsperson
- control Survey Leader
- Senior Technician
- Traffic Analyst
- * customer Service Representative/Plans Examiner

GROUP 14 (472 - 495)

- Accountant
- site Plan Control Officer
- Technologist

GROUP 15 (496 - 518)

- * Plans Examiner
- systems specialist

SCHEDULE "A"

PAY PLAN

MARCH 31ST, 1996

GROUP	1	2	3	4	5
01	\$10.27	\$10.65	\$11.12	\$11.59	\$11.97
02	\$12.95	\$13.38	\$13.89		
03	\$13.46	\$13.95	\$14.42		
04	\$13.71	\$14.17	\$14.65	\$15.18	\$15.64
05	\$13.89	\$14.37	\$14.89	\$15.49	\$16.05
06	\$14.17	\$14.84	\$15.46	\$16.06	\$16.68
07					
08	\$15.02	\$15.62	\$16.18	\$16.75	\$17.44
09	\$15.43	\$16.10	\$16.75	\$17.48	\$18.25
10	\$15.86	\$16.64	\$17.44	\$18.25	\$19.14
11	\$16.56	\$17.49	\$18.48	\$19.57	\$20.58
12	\$17.77	\$18.89	\$20.07	\$21.26	\$22.42
13	\$19.17	\$20.21	\$21.32	\$22.34	\$23.44
14					
15	\$21.70	\$22.96	\$24.18	\$25.41	\$26.68

SCHEDULE "A"

PAY PLAN

APRIL 1ST, 1996

GROUP	1	2	3	4	5
01	\$10.42	\$10.81	\$11.29	\$11.76	\$12.15
02	\$13.14	\$13.58	\$14.10		
03	\$13.66	\$14.16	\$14.64		
04	\$13.92	\$14.38	\$14.87	\$15.41	\$15.87
05	\$14.10	\$14.59	\$15.11	\$15.72	\$16.29
06	\$14.38	\$15.06	\$15.69	\$16.30	\$16.93
07	\$14.82	\$15.45	\$16.07	\$16.67	\$17.34
08	\$15.25	\$15.85	\$16.42	\$17.00	\$17.70
09	\$15.66	\$16.34	\$17.00	\$17.74	\$18.52
10	\$16.10	\$16.89	\$17.70	\$18.52	\$19.43
11	\$16.81	\$17.75	\$18.76	\$19.86	\$20.89
12	\$18.04	\$19.17	\$20.37	\$21.58	\$22.76
13	\$19.46	\$20.51	\$21.64	\$22.68	\$23.79
14	\$21.05	\$22.20	\$23.33	\$24.45	\$25.85
15	\$22.03	\$23.30	\$24.54	\$25.79	\$27.08

SCHEDULE "A"

PAY PLAN

APRIL 1ST, 1997

SCHEDULE "A"		PAY PLAN			APRIL 1, 1997	
GROUP	1	2	3	4	5	
02	\$13.27	\$13.72	\$14.24			
03	\$13.80	\$14.30	\$14.79			
04	\$14.06	\$14.52	\$15.02	\$15.56	\$16.03	
05	\$14.24	\$14.74	\$15.26	\$15.88	\$16.45	
06	\$14.52	\$15.21	\$15.85	\$16.46	\$17.10	
07	\$14.97	\$15.60	\$16.23	\$16.84	\$17.51	
08	\$15.40	\$16.01	\$16.58	\$17.17	\$17.88	
09	\$15.82	\$16.50	\$17.17	\$17.92	\$18.71	
10	\$16.26	\$17.06	\$17.88	\$18.71	\$19.62	
11	\$16.98	\$17.93	\$18.95	\$20.06	\$21.10	
12	\$18.22	\$19.36	\$20.57	\$21.80	\$22.99	
13	\$19.65	\$20.72	\$21.86	\$22.91	\$24.03	
14	\$21.26	\$22.42	\$23.56	\$24.69	\$26.11	
15	\$22.25	\$23.53	\$24.79	\$26.05	\$27.35	

SCHEDULE "A"

PAY PLAN

APRIL 1ST, 1998

SCHEDULE "A"		PAY PLAN			APRIL 1, 1998	
GROUP	1	2	3	4	5	
01	\$10.63	\$11.03	\$11.51	\$12.00	\$12.39	
02	\$13.40	\$13.86	\$14.38			
03	\$13.94	\$14.44	\$14.94			
04	\$14.20	\$14.67	\$15.17	\$15.72	\$16.19	
05	\$14.38	\$14.89	\$15.41	\$16.04	\$16.61	
06	\$14.67	\$15.36	\$16.01	\$16.62	\$17.27	
07	\$15.12	\$15.76	\$16.39	\$17.01	\$17.69	
08	\$15.55	\$16.17	\$16.75	\$17.34	\$18.06	
09	\$15.98	\$16.67	\$17.34	\$18.10	\$18.90	
10	\$16.42	\$17.23	\$18.06	\$18.90	\$19.82	
11	\$17.15	\$18.11	\$19.14	\$20.26	\$21.31	
12	\$18.40	\$19.55	\$20.78	\$22.02	\$23.22	
13	\$19.85	\$20.93	\$22.08	\$23.14	\$24.27	
14	\$21.47	\$22.64	\$23.80	\$24.94	\$26.37	
15	\$22.47	\$23.77	\$25.04	\$26.31	\$27.62	

SCHEDULE "C"
E.D.P. PAY PLAN
MARCH 31ST, 1996

classification of Programmer-Analyst

1	2	3	4	5
\$21.16	\$22.17	\$23.20	\$24.30	\$25.47

E.D.P. PAY PLAN
APRIL 1ST, 1996

1	2	3	4	5
\$21.48	\$22.50	\$23.55	\$24.66	\$25.85

E.D.P. PAY PLAN
APRIL 1ST, 1997

1	2	3	4	5
\$21.69	\$22.73	\$23.79	\$24.91	\$26.11

E.D.P. PAY PLAN
APRIL 1ST, 1998

1	2	3	4	5
\$21.91	\$22.96	\$24.03	\$25.16	\$26.37

SCHEDULE "D"

THE 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 COMMISSIONER _____

DATE RECEIVED BY PAYROLL DEPARTMENT _____

SCHEDULE "E-1"

STUDENT PAY PLAN

No Experience	1 Season	2 Seasons	3 Seasons	4 Seasons
\$ 9.97	\$10.34	\$10.74	\$11.05	\$11.43

SCHEDULE "E-2"

STUDENT/TEMPORARY EMPLOYEE PAY PLAN

CONSTRUCTION SERVICES SECTION

NO Experience	1 Season	2 Seasons	3 Seasons	4 Seasons
\$10.13	\$10.47	\$10.89	\$11.36	\$11.80

SCHEDULE "F"

THE 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: _____
Commissioner, Division
or Section Head

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

LETTER OF COMMITMENT

As part of the Terms of Settlement and to form an integral part of the new Collective Agreement for 1996-1999 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 Immediate Supervisor 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 the Union.

(4) Bank Time shall be taken in off-peak periods as determined by the respective Commissioner, 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.

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 #14:06, 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), unless otherwise agreed upon by both Parties.

All newly hired Employees in the Construction Services Section shall have a basic work week of thirty-eight (38) hours as provided under Article #14:01(2), unless otherwise agreed to by both parties.

The Parties agree, for the term of this Agreement, to maintain the grandfathered status with respect to hours of work, of the twenty (20) Employees outside of Construction Services who currently work a thirty eight (38) hour week. These hours apply to these individuals, and not to the positions they hold. Further, should any of these twenty (20) individuals move to another classification by any means, he/she will revert to the normal hours of work of that classification.

4) JOB EVALUATION MANUAL ~ JOINT REVIEW COMMITTEE

The Joint Job Evaluation Committee will review the existing Job Evaluation Manual, and bearing in mind the intent and principles espoused in the Job Evaluation Manual, the Committee will recommend to their respective parties any revisions deemed advisable.

This review is to be completed within twelve (12) months following ratification. The existing plan shall carry forth until that time, and thereafter if agreement is not reached on any revisions.

5) GROUP R.R.S.P.

The Parties agree that should the Union come forward with a proposal on a Employee paid group R.R.S.P. during the term of this Collective Agreement, that the Parties will meet to discuss the feasibility of same through the Labour Management Committee forum.

6) 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.

7) TRANSFERS BETWEEN LOCALS

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

8) JOB TRAINING PROGRAMS

Should there be no successful applicant to a Job Posting from within or outside the scope of this Agreement, then the Employer may institute a Job Training Program, to fulfil the need of such Job Posting. Applications will be invited to fulfil the Job Training through a subsequent Job Posting under Article #10. The Parties shall meet and agree upon the length of training and appropriate rates of pay prior to the Employer making any representations on same to the successful candidate., Upon Agreement between the Parties on length of training and appropriate rate of pay, the successful candidate may decline the Job Training Program.

In determining the Employee's increment date, the period of time during which he/she was in a training rate shall be included.

9) NEW RATES

should any position in Schedule "A" be evaluated under

the Joint Job Evaluation Plan and should such a rating be finalized at above a Group 15, the Parties will meet to discuss the appropriate rate of pay for said position.

10) WCB FORM #7

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

It is agreed and understood that if the injured worker **so** requests, the Form 7 will not be provided to the Union.

11) MODIFIED WORK PROGRAM

The Parties to this Collective Agreement agree that an effective Modified Work Program is in everyone's best interests, and that some provisions of the collective Agreement can potentially impede the effectiveness of a Program.

To appropriately deal with this issue, the Parties agree to receive input on Program design options from our three Joint Health and Safety Committees, and subsequently meet to discuss the implementation of a Modified Work Program for The Regional Municipality of Sudbury by no later than September 30, 1997. If Agreement is reached, the Program will require ratification by both Parties before implementation. In the event the Parties cannot agree on a Program design, neither the presence or absence of a Program, nor the Contents of a Program shall become the subject of a Grievance, except where such Program violates other provisions of this Collective Agreement. The Employer shall be free to unilaterally implement a Program in the event the Parties cannot agree.

12) AMALGAMATION AND REGIONALIZATION

In the event the Employer merges or amalgamates with

any other government body, or services migrate from one tier of government to another, the Employer will:

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

Parties agree to meet to effect the above and deal with other issues that may arise, through a Letter of Understanding during the Term of the Agreement. Failure to do **so** will not make the issue or this language the subject of a grievance. Rather, either Party can then refer the issue for resolution to The Ontario Labour Relations Board.

While their authority does not extend beyond the three (3) Bargaining Units covered under this Memorandum, the C.U.P.E. representatives who are signatory to this Agreement agree that the above should represent C.U.P.E.'s approach to the issue with any other entity which it represents within The Regional Municipality of Sudbury's geographic boundaries.

13) CHANGES TO GROUP INSURANCE COVERAGES

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

- a) Mandatory co-ordination of benefits, and positive enrollment, will be undertaken and maintained. Our Carrier will be instructed to conduct random audits of completed forms for accuracy;
- b) Our Group Insurance Plan documents will be amended to allow for mandatory generic substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. The Carrier will be advised to instruct pharmacists to ignore pre-printed statements on doctor's scripts stating no generic substitution;
- c) The Parties agree that the O.D.A. Fee Schedule be updated to the 1996 level, effective the first of the month following ratification, and will be updated in each year of the Agreement as new fee schedules are published by the Association;
- d) The Parties agree to eliminate semi-private and private hospital room coverages from the Plan, effective the first of the month following ratification. All Employees will be advised that this coverage will no longer be available and if an Employee wants a semi-

private or private room, they will pay for same directly. However, where Area Hospitals bill Employees for semi-private or private rooms without the Employee having requested same, those bills will be paid by the Employer on presentation of invoices to the Human Resources Division, and the issue of improper bills will be taken up by the Employer and the Hospital involved. The issue of improper billing will not exist where only semi-private/private rooms are available and the carrying agency can legally force the premium for the room to be paid. In such instances the premium for the room will be paid by the Employer. This arrangement only applies to semi-private/private rooms and will not be extended to current/future daily fees for chronically ill patients, or other accommodation charges which are not contemplated by our Plan design.

DATED at The Regional Municipality of Sudbury, Ontario
 this 28th day of July, A.D. 1997.

Reviewed By: 26 LEGAL ENGINEERING TOLSON PLANNING [Signature]	THE REGIONAL MUNICIPALITY OF SUDBURY <hr/> <i>Francis</i> CHAIR <hr/> <i>A. Haché</i> CLERK	CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #207, C.L.C. <hr/> <i>[Signature]</i> PRESIDENT <hr/> <i>Sandra Toppuzan</i> SECRETARY <i>[Signature]</i> REPRESENTATIVE <hr/> <i>[Signature]</i> BARGAINING COMMITTEE MEMBER <hr/> <i>[Signature]</i> BARGAINING COMMITTEE MEMBER <hr/> <i>[Signature]</i> BARGAINING COMMITTEE MEMBER
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LETTER OF COMMITMENT

EFFICIENCIES/IMPROVEMENT PROGRAM*

(* to be named by the Parties)

The Parties to this Agreement acknowledge that the Employer and the Union have a shared interest in seeing the organization run more efficiently, as it will have a positive effect on:

- A) Service delivery to our customers;
- B) The quality of employees' working lives;
- C) Employment security, and;
- D) Achieving cost reductions.

Recognizing that:

- i) the movement towards realizing efficiencies can also have a divisive effect between the Parties if not properly managed, and;
- ii) the people in the best position to identify efficiencies and execute changes to achieve them are the Managers and Employees in individual Departments;

The Union and Employer commit themselves to the following:

IMPROVEMENT/EFFICIENCIES PROGRAM*

While maintaining the pre-existing rights and obligations of both parties, the Program* seeks efficiencies in the corporation as a result of an ongoing review of existing processes and structures within each Department of the Municipality. It is expected that the positive outcomes outlined in A - D above, will follow as the Program* succeeds.

To promote Employees' full endorsement and support of the Program*, the Corporation commits that no layoffs of Permanent Employees will result from undertakings under the Program. This Program does not impact on the rights of the Parties under this Collective Agreement.

Program* Facilitators

During the term of this Agreement, the Parties agree to appoint a minimum of two (2) Employees (one Union, the other Non-Union) from each Department, except in Public Works, to act as Program* Facilitators within that Department.

In Public Works there shall be a minimum of four (4) facilitators (2 Union, and 2 Non-Union). Non-Union facilitators shall be selected by the Employer. Union facilitators shall be selected by the Union as follows:

Public Works - 1 by local 207 OCT, 1 by Local 6
Health and social Services - 1 by Local 207 SS
Corporate Services - 1 by Local 207 OCT
Planning and Development - 1 by Local 207 OCT
(a minimum of 10 facilitators in total)

All work conducted by Program* Facilitators will be paid time, and all work will be conducted jointly, during regular working hours. Release of Facilitators for work on this initiative will be controlled by the Employees' Supervisors'. When conflicts arise between Facilitators work responsibilities and Program* requirements, the Supervisor may seek direction from the Commissioner in setting priorities.

Training in problem-solving, communications and other relevant topics will be provided to Facilitators to assist them in this undertaking.

Program* facilitators will report in writing to the Commissioner and Union executive in jurisdiction, and the C.A.O., on a quarterly basis. Reports will emphasize results, not activities. Report format will be developed by the Facilitators, during training. Meetings between the facilitators and Representatives of the Employer and the Union will be held monthly for the first six (6) months of the Program, and thereafter at the call of either party. Within a Department, Representatives of the Local in jurisdiction and Representatives of the Department's management agree to meet with the Facilitators when jointly called upon to do so by the two Facilitators in the Department.

Program* Teams

Facilitators will jointly approach Employees in their Department, seeking ideas in accordance with the Program's objectives. Where Facilitators agree that an idea has potential, they will approach other Employees in the Department and the Manager in jurisdiction, the group forming a Program* Team, with the mandate of assessing, proposing, and implementing proposals, and reporting on results. Any proposal will require the approval of the Commissioner in jurisdiction and the C.A.O. prior to implementation.

Where a Program Team requires information in order to fully assess an idea, all pertinent information will be provided to the team.

Any savings achieved under the Program will first be allocated to offset training and other Program start up costs (the ongoing cost of Facilitator time will be absorbed by each Department). It is the parties expectation that Program* savings will, as a bare minimum, cover the cost to the Employer of the 1996 - 1999 Collective Agreement. The Parties further agree to fully support and utilize the Program in moving to offset the budget reductions expected in the 1997 budget year, and subsequent years.

Supporting a climate of change

Without impacting on any rights or obligations contained in the Collective Agreement, the Parties further commit to fully support each Department's Program* Facilitators, and Program* Teams during the term of this Agreement, in their efforts to find and implement further efficiencies within the organization. Seed money to offset the cost of training facilitators and supporting exploration of ideas will be committed by the Corporation for the 1997 fiscal year, within the Human Resources Division.

This letter represents an ongoing commitment by the Parties. Either Party may withdraw from the Program only after the Parties have met to evaluate the Programs effectiveness, and one or both Parties then determines the Program is not in their best interest. The withdrawal will then be formalized by letter,

providing thirty (30) days written notice of same.

DATED at The Regional Municipality of Sudbury, Ontario
this 28th day of July, A.D. 1997.

Reviewed By	THE REGIONAL MUNICIPALITY OF	CANADIAN UNION OF PUBLIC EMPLOYEES
<u>LS</u>	<u>SUDBURY</u>	<u>LOCAL #207, C.L.C.</u>
LEGAL	<u>[Signature]</u>	<u>[Signature]</u>
ENGINEERING	CHAIR	PRESIDENT
TREASURY	<u>A. Haché</u>	<u>Sandra Tappazzini</u>
PLANNING	CLERK	SECRETARY
<u>[Signature]</u>		<u>[Signature]</u> I do have authority to sign the collective agreement
		REPRESENTATIVE
		<u>[Signature]</u>
		BARGAINING COMMITTEE MEMBER
		<u>Silvana S... ..</u>
		BARGAINING COMMITTEE MEMBER
		<u>[Signature]</u>
		BARGAINING COMMITTEE MEMBER

LETTER OF UNDERSTANDING

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 "A" - JOB GROUPS, CLASSIFICATIONS AND PAY PLANS - TECHNICAL.

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

Effective January 1st, 1985

1	2	3	4	5
\$14.83	\$15.52	\$16.24	\$17.02	17.83

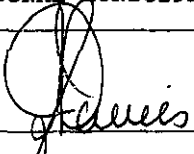
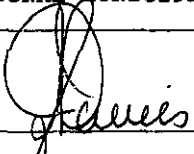










Effective January 1st, 1986

1	2	3	4	5
\$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 #29:09 of our current Collective Agreement would apply.

DATED at The Regional Municipality of Sudbury, Ontario,
 this 28th day of July, A.D. 1997.

	THE REGIONAL MUNICIPALITY OF	CANADIAN UNION OF PUBLIC EMPLOYEES
Reviewed By	SUDBURY	LOCAL #207, C.L.C.
		
		
		
		

LEGAL
 ENGINEERING CHAIR
 TREASURY
 PLANNING CLERK
 OTHER

CHAIR
 PRESIDENT
 SECRETARY
 REPRESENTATIVE
 BARGAINING COMMITTEE MEMBER
 BARGAINING COMMITTEE MEMBER
 BARGAINING COMMITTEE MEMBER

Handwritten note: I have authority to sign in corporate list

Dept Hds (1)
Binder
Legal 2
10 extras

BY-LAW 89-280

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

WHEREAS the Council of The Regional Municipality of
Sudbury deems it desirable to continue the plan of sick leave
credit gratuities for the employees of The Regional Municipality
of Sudbury established by By-law 73-30 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 1.250 (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 Waster Contract.

(h) An employee may subsidize his/her Long Tern 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 Opecations 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.

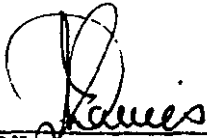
(ii) for those employees who normally work a four-day week an amount equal to $.8\bar{3}$ (4/5) of his/her current daily salary, wages or remuneration for one-half the number of days to his/her credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate 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, 1988.

10. By-law 88-133 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 89-288
OF THE REGIONAL MUNICIPALITY OF SUDBURY

SICK LEAVE CERTIFICATE

(1) **EMPLOYEES 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

DECISION ON APPLICATION

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

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)

2. PHYSICIAN'S CERTIFICATE

I, THE UNDERSIGNED, A DULY REGISTERE 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

1996 - 1999
COLLECTIVE AGREEMENT

THE REGIONAL MUNICIPALITY OF SUDBURY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #207 - OCT

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P. Thomson
Binder

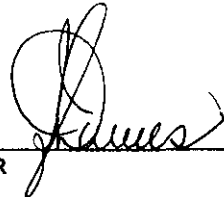
BEING A BY-LAW OF THE REGIONAL MUNICIPALITY OF SUDBURY TO AUTHORIZE THE CHAIR AND CLERK TO EXECUTE A THREE-YEAR COLLECTIVE AGREEMENT BETWEEN THE REGIONAL MUNICIPALITY OF SUDBURY AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #207 - OFFICE, CLERICAL AND TECHNICAL

WHEREAS the Council of The Regional Municipality of Sudbury deems it desirable to execute a Three-Year Collective Agreement between The Regional Municipality of Sudbury and Canadian Union of Public Employees, Local #207 - Office, Clerical and Technical;

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

1. That the Chair and Clerk be, and the same are hereby authorized to execute a Three-Year Collective Agreement between The Regional Municipality of Sudbury and Canadian Union of Public Employees, Local #207 - Office, Clerical and Technical commencing January 1, 1996, and ending March 31, 1999.
2. That this By-law shall come into force and take effect immediately upon the final passing thereof.

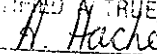
READ AND PASSED IN OPEN COUNCIL this 23rd day Of October, 1996.



CHAIR



CLERK

CERTIFIED A TRUE COPY


CLERK