

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF SUDBURY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6 (AIRPORT)

APRIL 1, 1999 - MARCH 31, 2002

SOURCE	CITY
EFF.	99 04 01
TERM	2002 03 31
No. OF EMPLOYEES	10
NOMBRE D'EMPLOYES	10

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COLLECTIVE AGREEMENT
 BETWEEN
 THE CORPORATION OF THE CITY OF SUDBURY
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES
 LOCAL 6 (AIRPORT EMPLOYEES)

INDEX

SUBJECT	ARTICLE	PAGE
Agreement • Signing Authorities	38	41
Annual Vacations	16	19
1 Year or More of Continuous Service	16:01(2)	19
4 or More Years of Continuous Service		20
9 or More Years of Continuous Service	16:01(3)	20
19 or More Years of Continuous Service	16:01(4)	20
24 or More Years of Continuous Service	16:01(5)	21
Vacation Credits Cease	16:01(6)	21
Vacation Pay	16:01(7)	21
Termination of Employment	16:02	21
Paid Holiday During Vacation Period	16:03	21
Cancellation of Vacation	16:04	22
Change of Vacation Schedule	16:05	22
Arbitration	9	8
Expenses	9:02	8
Power of Arbitration Board	9:03	8
Benefit Plans	21	25
Permanent Employees	21:01(1)	25
Probationary Employees	21:01(3)	26
Continuation of Benefits	22:01(5)	27
Participation-Condition of Employment	21:02(1)	28
Exclusion from Plans	21:02(2)	28
Employees on Leave of Absence Without Pay	21:02(3)	28
Certified Disability	21:02(4)	29
Equivalent Carrier	21:02(5)	29
Bulletin Boards	24	31
Contracting Out	31	37
Definitions	32	38
Basic Rate	32:01	38
Permanent Employee	32:02	38
Probationary Employee	32:03	38
Regular Rate	32:04	38
Summer Student Employee	32:05	38
Discipline	33	38

Discrimination	4	2
No Discrimination	4:01	2
Harassment	4:02	2
Union Membership	4:03	2
Union Activities	4:04	3
Employer Rights	6	3
General	25	31
Medical Re-checks	25:02	31
Laundering	25:03	31
Gloves	25:03(3)	32
Injury During Working Hours	25:04	32
Time Act	25:05	32
Safety Footwear	25:06	32
Tool Allowance	25:07	33
Interim Meetings	25:08	33
Union Representative	25:09	33
General Grievances	8:07	6
Complaint Stage	8:07(1)	6
Submission of Grievance	8:07(2)	6
Discharge, Suspension and Discipline Cases	8:08	6
Management General Grievances	8:09	7
Time Limits	8:10	7
Notification of Dissatisfaction	8:11	7
Disciplinary Notices	8:12	7
Access to Personnel File	8:13	7
Grievance Procedure	8	4
Definition of Grievance	8:01(1)	4
Grievances in Writing	8:01(2)	4
Calendar Day - Definition	8:01(3)	4
Signatures	8:01(4)	4
Complaint Stage	8:02	5
Grievance Committee	8:03	5
Stage One	8:04	5
Stage Two	8:05	5
Stage Three	8:06	5
Health and Safety	35	39
Co-operation	35:01	39
Committee	35:02	39
Meetings	35:03	39
Discipline	35:04	39
Reporting to Immediate Supervisor	35:05	39
Tools and Safety Equipment	35:06	39
Workplace Safety Insurance Board Form 7	35:07	40
Holidays	15	18
Permanent & Temporary Employees	15:01	18
Proclaimed Holiday	15:02	18
Work Performed on Holidays	15:03	18
Summer Student Employees	15:04	19
Qualification	15:06	19
Limitation	15:07	19

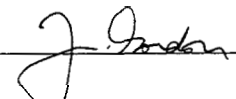
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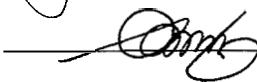
BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A COLLECTIVE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF SUDBURY AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 6 (AIRPORT)

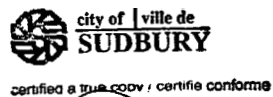
THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:


1. THAT the Mayor and Clerk be and the same are hereby authorized to execute a Collective Agreement and any and all other documents necessary to complete the transaction between The Corporation of the City of Sudbury and The Canadian Union of Public Employees Local 6 (Airport) in the form attached hereto as Schedule "A" which Schedule forms part of this by-law.
2. THAT this by-law shall come into force and take effect immediately upon the final passing of same.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL THIS SEVENTH DAY OF DECEMBER, 1999.

 _____ Mayor

 _____ Clerk



 _____
city clerk / greffier municipal

Hours of Work	17	22
Janitors, Labourers, Airport Operations		
Servicepersons-E.R.S., Airport Operations		
Servicepersons Lead Hand-E.R.S.	17:01(1)	22
Mechanics	17:01(3)	22
Rest Periods		22
Job Posting	13	12
Vacancies & Newly Created Positions	13:01(1)	12
Contents and Posting Period	13:01(2)	12
Trial Period	13:01(3)	13
Performance During Trial Period	13:01(4)	13
Limited Position	13:01(7)	13
Written Notice	13:01(10)	14
Short Term Vacancy	13:01(11)	14
New Classification	13:02	14
Labour Management Committee	36	40
Leave of Absence	14	14
Salary Representatives of the Union	14:01	14
Union Business	14:02	15
Conventions	14:03	15
Furloughs and Military Leaves	14:04	15
Jury and Witness Duty Leave	14:05	15
Candidate for Election	14:06	16
Time to Vote	14:07	16
Pregnancy Leave	14:08	16
Fringe Benefits During Pregnancy Leave	14:08(4)	17
Pregnancy Leave Supplement	14:08(5)	17
Personal Leave Days	14:09	17
Offence Under Highway Traffic Act	14:10	18
Loss of Seniority	12	11
No Strikes or Lockouts	7	4
Notifications	34	38
Overtime	18	22
Overtime Rate	18:01	22
Work Not Continuous With Regular Shift	18:02	23
Overtime Continuous With Regular Shift	18:03	23
Last Scheduled Day Off	18:04	23
Limitations	18:05	23
Meal Allowance	18:06	23
Division of Overtime	18:07	23
Time off in Lieu of Overtime	18:08	24
Stand-By	18:09	24
Pay Days	23	30
Purpose	1	1
Relieving in Other Grades	20	25
Relieving in Position of Higher Rating	20:01	25
Relieving in Position of Lower Rating	20:02	25
Relieving Outside the Bargaining Unit	20:03	25

Repotting Pay	30	37
Responsibility of Employees	5	3
General Welfare of Citizens	5:01	3
Disputes	5:02	3
Change of Address or Telephone Number	5:03	3
Retirement and Pension Plans	27	36
Schedules, Wage Increases and Premiums	26	34
1999 General Wage Increase	26:02	34
1992 Cost of Living Allowance (COLA)	26:03	34
1993 Cost of Living Allowance (COLA)	26:04	35
Retroactivity	26:06	36
Sanitary Sewer Waste or Raw Sewage	26:07	36
Removal of Firefighting Duties	26:08	36
scope	2	2
Seniority	11	9
Probationary Period	11:02	10
Seniority List - Perm. & Prob. Employees	11:03(1)	10
List of Summer Student Employees	11:03(2)	11
Second List	11:03(3)	11
Protests	11:03(4)	11
Notice of Lay-Off	11:04	11
Shift and Sunday Differentials	19	24
Sick and Bereavement Leave	22	29
Sick Leave	22:01	29
Bereavement Leave	22:02	29
Immediate Family	22:02(1)	29
Brother-in-law, Sister-in-law, Son-in-law or Daughter-in-law	22:02(2)	30
Bereavement Leave During Vacation Period	22:02(3)	30
Application Form	22:02(4)	30
Travel Time	22:02(5)	30
Technological Change	37	40
Term of Agreement	29	36
Union Recognition	3	2
Union Security	10	8
Check off Dues	10:01	8
Amount of Dues	10:02	8
Deduction and Remittance of Dues	10:03	9
Statement	10:04	9
Individual Agreements	10:05	9
Minutes of City Council Meetings	10:06	9
Validity of Agreement	28	36

The undersigned representatives agree to recommend to their respective principals for ratification the attached Modified Work Program.

Dated at Sudbury, Ontario this 2nd day of June, 1997.










For the Corporation of the
City of Sudbury


for CUPE Local #6 (airport)


for CUPE Local #6


for CUPE Local #207


for CUPE Local # 1862

MEMORANDUM OF AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6
LOCAL 207
LOCAL 1662
LOCAL 6 AIRPORT

(Hereinafter referred to as the "Union")

AND

THE CORPORATION OF THE CITY OF SUDBURY
EMPLOYER

(Hereinafter referred to as the "Employer")

- The Parties have jointly produced the attached document titled "Modified Work Program Guidelines and Procedures".
- The Parties are in agreement with the contents of the document.
- The Union requires that the document be ratified by the Union Membership.
- The Union will present the document to the membership of the respective locals at the first available opportunity.
- The Union will recommend to the membership that the document be accepted and adopted.
- Following ratification the Union will formally endorse the Modified Work Program Guidelines and Procedures.

Schedule "A" - Job Classifications and Relative
Wage Rates

42

Schedule "B" - Sick Leave By-law #82-119

43

Amendments #87-226

58

Amendments #88-107

59

LETTER OF COMMITMENT

60

MODIFIED WORK PROGRAM

65

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 6 (AIRPORT EMPLOYEES)

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

B E T W E E N :

THE CORPORATION OF THE CITY OF SUDBURY

(Hereinafter called the "Employer")

OF THE FIRST PART

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 6 (AIRPORT EMPLOYEES)**

(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.

PERMANENT MODIFIED WORK continued

5. A regular follow-up schedule with designated MWP Team members will be developed to monitor the worker's physical condition and ability to perform the job.
6. Any changes to the job duties or the extent of the accommodation must be approved by all members of the MWP Team.
7. The worker will be paid at the wage rate assigned to that particular job.
8. In all cases the injured worker will continue to accumulate seniority at the normal pre-accident rate.
9. Workers required to transfer from their pre-accident Local Union and Bargaining Unit to another Local Union and / or Bargaining Unit as a result of Permanent Modified Work, shall carry with them all accrued seniority and service credits.

PERMANENT MODIFIED WORK

1. On receipt of information from the treating physician, or from WSIB, that the worker is fit for permanent modified duties, the MWP Team will be involved in establishing a Vocational Rehabilitation Plan.
2. The MWP Team will undertake a review of the worker's pre-accident job to determine if he/she is capable of performing the essential duties of the job. If not, the committee will evaluate the available accommodation options based on the following steps:-
 - (a) Accommodated Pre-accident Job - Consider whether the job can be permanently modified to accommodate the worker and allow him/her to perform the essential duties of the job.
 - (b) Alternative Comparable Job Within the Department - Consider alternative comparable jobs in which the worker is medically capable of performing the essential duties, with or without accommodation (see definition of Comparable Work).
 - (c) Alternative Comparable Job Outside the Department but Within the Bargaining Unit - Consideration will be given to comparable jobs in different divisions but still within the pre-accident bargaining unit.
 - (d) Suitable Job Within the Pre-Accident Department but within the Bargaining Unit - The MWP Team will review and consider all available jobs in which the worker is physically capable of performing the essential duties, with or without accommodation. These jobs will not be comparable (in nature and responsibility) to the pre-accident job; however, the worker will be paid the wage rate of the new job.
 - (e) Suitable Job Outside the Department but Within the Bargaining Unit
 - (f) Alternative Comparable Job Outside the Bargaining Unit
 - (g) Suitable Job Outside the Bargaining Group
3. Once an appropriate available job has been located and agreed to by the MWP Team, a Vocational Rehabilitation Plan will be developed in conjunction with the WSIB caseworker, if involved.
4. In order for the injured worker to be considered for the job, he/she must possess or be willing to acquire the required qualifications.

ARTICLE 2 -SCOPE

- 2:01 This Agreement shall apply to all Sudbury Airport Employees of the Corporation of the City of Sudbury save and except Airport Manager, Secretary to Airport Manager, Airport Operations Supervisor and Supervisor and Clerk Typist II.
- 2:02 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 purpose of instruction, experimentation or during an immediate emergency.

ARTICLE 3 - UNION RECOGNITION

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

ARTICLE 4 -DISCRIMINATION

4:01 No Discrimination

There shall be no discrimination practised by either the Employer or the Union against any employee because of the employee's age (as defined in the Ontario Human Rights Code, R.S.O. 1990, c.H.19), race, religion, creed, colour, place of origin, sex or marital status, family relationship, political affiliation, place of residence, participation or non-participation, membership or non-membership in the Union.

There also will be no coercion practised by the Employer or the Union.

4:02 Harassment

Neither the Employer nor the Union condone the practice of harassment and any such claim shall be dealt with under the provisions of the Corporation's Harassment Free Workplace Policy.

4:03 Union Membership

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

PROCEDURES continued**TEMPORARY MODIFIED WORK continued**

5. On receipt of the information from the treating physician or WSIB that the worker is fit for temporary modified duties for a period of two weeks or less, Human Resources will contact the worker's regular department to determine if the worker can be accommodated within his/her regular classification.
6. If the period of modified duties is longer than two weeks, a process involving participants of the MWP Team will be initiated to develop a rehabilitation plan.
 - (a) **Job Modification**- The initial step will be to modify the regular job (and when necessary the workplace), gradually increasing the activity over a period of up to eight weeks. Consideration will also be given to modifying the duration of hours and work schedule, if appropriate.
 - (b)(i) If the Department is not able to modify the regular job, attempts will be made to reassign the worker to temporary modified work within the same department. The plan will be developed to gradually return the worker to his/her regular position within an eight week period (Transitional Work Program).
 - (ii) If a reassignment is not possible within the department, then consideration will be given to other departments within the Corporation; preferably within the same bargaining unit, but outside the bargaining unit only if necessary.
7. Designated members of the MWP Team will meet on a regular basis to follow-up on progress and assess the need for any changes in restrictions or duties being performed.
8. Any changes to the rehabilitation plan must be approved by the Modified Work Program Team.
9. A worker who is capable of returning to his/her regular duties must provide medical authorization from the treating physician.
10. Once the modified work assignment has ended, or earlier if the worker is medically certified to perform full duties, he/she will return to the regular job.

4:04 Union Activities

No employees shall conduct Union activities during normal working hours other than as specifically permitted by this Agreement or with the permission of the Labour Relations Officer. This Article shall not prevent employees from engaging in casual conversation relating to Union affairs.

ARTICLE 5 - RESPONSIBILITY OF EMPLOYEES**5:01 General Welfare of Citizens**

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

5:02 Disputes

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

5:03 Change of Address or Telephone Number

It shall be the responsibility of all employees to notify the Airport Manager within five (5) calendar days of any change in address or telephone number.

ARTICLE 6 - EMPLOYER RIGHTS**6:01** The Union agrees that it is the exclusive right of the Employer to:

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

CONDITIONS OF MODIFIED WORK EMPLOYMENT

1. While participating in a temporary modified work program, the employee will receive 100% of his/her regular earnings (for permanent placements see item 5).
2. **Duration**
 - (a) Temporary Rehabilitation Assignment will normally be considered if the medical report indicates that the employee will be disabled from performing his/her normal duties for a period of eight weeks or less and will be able to resume normal duties at the completion of the rehabilitation period.
 - (b) Extension of the eight week temporary rehabilitation assignment requires a written recommendation from a physician and the approval of MWP Team, including concurrence of the Rehabilitation Caseworker where applicable.
3. It may be necessary for the worker to accept a change in department, occupation or shift, to provide necessary accommodation.
4. The employer will absorb the cost of physician fees related to providing any required documentation for participation in the Modified Work Program.
5. Employees who are relocated on a permanent basis, due to injury or illness, will be paid at the rate of the new position.

PROCEDURES

TEMPORARY MODIFIED WORK

1. In cases where the worker suffers an occupational injury that requires medical treatment, the supervisor will complete an injury report, and provide the worker with a form to be completed by the physician.
2. The employee's physician should complete a report indicating the physical limitations, expected length of disability and the suitability for modified work.
3. The physician's report should be returned to the Supervisor and then forwarded to Human Resources Services immediately after the appointment, where practicable.
4. When an employee who is off work for an extended period of time is ready to contemplate a return to work, they may be asked to meet with the modified work team to discuss possible work assignments.

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

ARTICLE 7 - NO STRIKES OR LOCKOUTS

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

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

7:03 The words "strike" and "lockout" shall be defined as in the Canada Labour Code, R.S.C. 1970, c. L-1, Section 107, as amended from time to time.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 (1) **Definition of Grievance**

Within the terms of this Agreement, a grievance shall be defined as a difference arising between the employee, the Union, or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

(2) **Grievances in Writing**

All grievances shall be in writing and all replies to all stages shall also be in writing.

(3) **Working Day - Definition**

Working Day as referred to in this Article shall mean a day other than Saturday, Sunday or a Holiday under Article 15.

(4) **Signatures**

An employee grievance must be signed by the aggrieved employee and a General Grievance must be signed by an executive member of the Local.

RESPONSIBILITIES continued

Modified Work Team

- ☛ If there is disagreement about the medical evidence which has been presented, then the Modified Work Team may request a third party medical.
- ☛ The modified work team *for* the department involved will meet before or on the first day of modified work, to clarify the modified work duties and the employee's limitations. The team will see that all supervisor's in the department in question receive in writing a list of the employees restrictions so that no unsuitable work will be inadvertently be assigned.
- ☛ When there is a disagreement about the rate being paid to an employee who is performing modified work, the Modified Work Team will attempt to mediate the dispute.

Department Representative

- ☛ Maintain contact with the disabled worker on a regular basis as required.
- ☛ Modify the work or workplace as necessary to accommodate the disabled worker's restrictions.
- ☛ Provide an on-the-job period of transitional employment for the returning worker, as necessary.
- ☛ Provide training, for the modified work as required.
- ☛ Monitor the disabled worker's performance and progress in relation to the physical abilities or limitations.
- ☛ Ensure that no tasks are being assigned other than those in accordance with the restrictions on the assessment form.
- ☛ Relate progress evaluation and concerns regarding the assigned work to the Human Resources Representative.

WSIB Representative/LTD- WI

- ☛ Within 45 days after notice of accident is filed, a WSIB Vocational Rehabilitation Worker will contact the worker.
- ☛ Written results of assessments will be provided to the worker and the employer. Any Vocational Rehabilitation Program will be developed in conjunction with the Modified Work Program Team.

8:02 Complaint Stage

(1) It is understood that an employee has no grievance until the employee has first given the Non-Union Foreperson an opportunity to adjust the complaint. In discussing the complaint, the employee may be accompanied by a Steward. When an employee is absent from work, the complaint may be presented to the Foreperson by a Steward.

(2) An employee's complaint which is not settled by the immediate Non-Union Supervisor within two (2) working days shall then commence at Stage 1 of the Grievance Procedure.

8:03 Grievance Committee

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

8:04 STAGE 1

A member of the Union Grievance Committee shall take the written grievance to the applicable Director who shall within five (5) working days meet with the Grievance Committee during working hours to discuss and attempt to settle the grievance. Grievances that are not settled within five (5) working days of the meeting shall be referred back to the Union Grievance Committee

8:05 STAGE 2

The Union Grievance Committee shall reconsider the grievance and the Employer's reply at Stage 2 and decide within five (5) working days whether to proceed with the grievance to the applicable Assistant City Manager. If the Grievance Committee wishes to proceed, the Assistant City Manager shall meet during the Assistant City Manager's working hours with not more than three (3) members of the Grievance Committee and the Grievor within seven (7) working days of notification by the Grievance Committee. Failing settlement at this stage within five (5) working days, Stage 3 may be invoked.

8:06 STAGE 3

The Union Grievance Committee of not more than three (3) members, the Grievor, a National Representative and/or Legal Counsel may then take the matter up with City Council or its designated representatives. Failing settlement at this stage within fourteen (14) working days, then the matter may be referred to Arbitration, as provided in Article 9, provided that no more than thirty (30) working days have elapsed since the date of decision by City Council or its designated representatives

RESPONSIBILITIES continued

Health Practitioner (Employee's)

- ☛ Assess the worker's capabilities and limitations to determine if he/she is able to work and if so, with what restrictions and prognosis for recovery.
- ☛ Provide regular follow-up assessment of worker's physical capabilities and progress.
- ☛ Support the modified work program as a viable rehabilitation process.

Human Resource Representative

- ☛ Facilitate an early return to work following an injury or illness.
- ☛ Obtain confirmation regarding the employee's medical condition, restrictions and progress as provided by WSIB, WI-LTD carrier and the employee's physician.
- ☛ Coordinate MWP Team meetings to discuss the worker's abilities and employment alternatives.
- ☛ Maintain regular contact with disabled worker for evaluation and support during rehabilitation process.
- ☛ Act as liaison between employee, physician, supervisor and WSIB, LTD-WI carrier or other agency.

Union Representative

- ☛ Provide support, encouragement and direction to the disabled worker where appropriate.
- ☛ Work collaboratively with all members of the MWP Team to facilitate a speedy and successful return to work.
- ☛ Act as a liaison between employer, physician, supervisor, the Workers' Safety and Insurance Board, and Weekly Indemnity/Long Term Disability Carriers.

8:07 GENERAL GRIEVANCES

(1) Complaint Stage

It is understood that there is no general grievance until the Labour Relations Officer and the Assistant City Manager of Engineering and Community Services have had an opportunity to adjust the complaint. Such complaint to be satisfactorily settled within ten (10) working days of receipt of the complaint or it may then be immediately implemented under Article 8, Stage 3.

(2) Submission of Grievance

Any differences arising directly between the Union and the Employer concerning the interpretation, application, administration, or the alleged violation of the provisions of this Agreement may be submitted by either Party to the other at Stage 3 of the Grievance Procedure. It is agreed and understood that the provisions of this clause shall apply mutatis mutandis.

8:08 DISCHARGE, SUSPENSION AND DISCIPLINE CASES

(1) If an employee is discharged, suspended or disciplined, and if the employee believes he or she has been unjustifiably discharged, suspended or disciplined, the employee may have the grievance processed under the Grievance Procedure, starting at Stage 2, if presented in writing within seven (7) working days after the date of discharge, suspension or discipline. If it should be settled finally in the grievor's favour, reinstatement and pay adjustments shall be made at the 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.

(2) When suspending an employee without pay for disciplinary reasons, the employer may defer the actual suspension without pay until after any grievance has been processed to its finality, including arbitration, however, for purposes of a disciplinary record, the date of the disciplinary action will be acknowledged as the date of the Letter of Discipline.

8:09 Management General Grievance

It is understood that no General Grievance can be formalized and submitted by the Employer Administration until a written complaint concerning the difference has first been submitted by the Labour Relations Officer to the Sectional Vice-president and the Local Executive have had an opportunity to settle the difference as per the following procedure:

- A) On receipt of a written complaint from the Labour Relations Officer, the Local Executive shall have two (2) weeks from receipt of the complaint to meet with the Labour Relations Officer and other members of the Employer Administration concerning same and to settle same.
- B) A written answer shall be given by the Local Executive within two (2) weeks of the meeting.
- C) Failing settlement at this stage, then the matter may be referred by the Employer Administration on behalf of the Employer to Arbitration in accordance with Article 9 of this Collective Agreement provided that no more than four (4) weeks have elapsed since the date of decision by the Local Executive.

8:10 Time Limits

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 which consent shall not be arbitrarily or unreasonably withheld by either Party to this Agreement.

8:11 Notification of Dissatisfaction

The Employer shall notify an employee of dissatisfaction concerning the employee's activities which may reflect on the employee's employment with the Employer within twenty (20) working days of the occurrence.

8:12 Disciplinary Notices

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.

8:13 Access to Personnel File

It shall be the right of each employee upon sufficient notice and at reasonable intervals to have access to and review the contents of the employee's personnel file, including the attendance records, in the presence of the Labour Relations Officer or a designate. With written permission of the employee, a Union Representative shall also have the right of access to an employee's personnel file, including the employee's attendance record.

MODIFIED WORK PROGRAM TEAM (MWP TEAM)

In order to ensure that all interests are taken into consideration and a successful rehabilitation plan is developed, a team approach will be utilized. Although the specific individuals in each case may vary, the MWP Team will consist of the following participants:

Participants

1. Disabled Worker
2. Health Practitioner (employee's Physician, Chiropractor, Physiotherapist)
3. Human Resource Services Representative/s
4. Union Representative
5. Department Supervisor
6. Rehabilitation Caseworker from WCB/or WI/LTD Carrier, when appropriate.

RESPONSIBILITIES

Disabled Worker

- ☛ Promptly report all accidents and illnesses.
- ☛ Obtain medical aid immediately and continue medical rehabilitation as necessary to recover physically.
- ☛ Return the completed physician's form immediately following the initial assessment, where practical, to the foreperson or supervisor who will note any restrictions and immediately send the form on to the Manager of Occupational Health & Safety.
- ☛ Contact the foreperson or supervisor on a regular basis after you have seen your physician with regard to the illness or injury that is making you unable to work.
- ☛ Maintain regular contact with Foreperson/Supervisor (and WCB, if applicable).
- ☛ Participate in exploring alternative or modified work opportunities and developing a rehabilitation plan, in Consultation with his/her union representative.

- A. Accommodated Pre-Accident Job** - The pre-accident job that has been modified to enable the injured worker to perform the essential duties of the job.
- B. Accommodation** - The employer will be required to undertake any and all actions that will respond to the need of the disabled, subject to the limitation of undue hardship. In assessing undue hardship, consideration will be given to the guidelines of the Ontario Human Rights Commission (Guidelines for Assessing Accommodation Requirements for Persons with Disabilities.)
- C. Comparable Job** - Any job that is comparable to the pre-accident job in the following areas: duties, working conditions, working environment, hours of work, skill, effort, responsibility, rights, privileges, advancement opportunities, vocational qualifications and wages.
- D. Essential Duties** - Consideration will be given to the duties necessary to produce the actual job outcome. The job outcome is the production or provision of the final product or service required. The overall objective of the position constitutes job outcome. Consideration should be given to:
- ☛ how often each duty is undertaken;
 - ☛ the proportion of time spent at each specific duty;
 - ☛ the contents of the job description for any current and relevant job posting.
- E. Permanent Modified Work** - May require relocating the employee to a suitable existing position (as soon as it becomes available), or modifying the workplace as required to the point of undue hardship or both. It must be established by medical evidence that the employee is permanently disabled and incapable of performing the essential duties of his/her regular position.
- F. Suitable Job** - Any available job which the injured worker has the necessary skills to perform, is medically able to perform, and which does not pose a health or safety hazard to the worker - or any other co-worker.
- G. Temporary Modified Work** - Is any job, task, function or combination thereof that a worker who suffers a partial disability or diminished capacity, may perform safely, without risk of re-injury or exacerbation of the existing injury. For the purposes of this program, temporary work will not exceed a period greater than four months, made up of two eight week assignments. Temporary modified work may be extended providing recovery is expected.
- H. Transitional Work Program** - An individual program that facilitates a gradual transition from disability to the eventual vocational objective, that being a return to the pre-injury job. Over the duration of the program the worker will gradually increase his/her hours of work and work demands in order to readjust to the employment.

9:01 If any differences of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, it shall be finally settled in accordance with any provision for final settlement furnished by the Canada Labour Relations Board pursuant to Section 155 (2) of the Canada Labour Code and amendments thereto.

9:02 Expenses

Should the Canada Labour Relations Board provide for the appointment of an Arbitration Board or a sole Arbitrator, then each of the parties hereto shall bear the expense of any Arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the Arbitrator not appointed by either party hereto, together with any cost of the place of hearing such Arbitration if and when the necessity arises.

9:03 Power of Arbitration Board

An Arbitration Board shall have the power to allow all necessary amendments to the Grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

10:01 Check-Off of Dues

It is agreed and understood by the parties hereto, that there shall be a compulsory check-off upon all employees who come within the Bargaining Unit to which this agreement applies and it shall continue during the period of this contract.

10:02 Amount of Dues

The Employer agrees to deduct Dues from the earnings of each employee in the amounts certified by the Union, to be currently in effect, according to its Constitution and By-laws.

10:03 Deduction and Remittance of Dues

The Employer agrees to deduct the amount of dues each month from the first (1st) payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union no later than the last day of the month in which the dues are deducted.

10:04 Statement

The Director of Finance/City Treasurer of the Employer, when remitting the dues deducted to the designated ~~of~~ 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.

10:05 Individual Agreement

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

10:06 Minutes of City Council Meetings

A copy of both the Agendas and the Minutes of City Council meetings shall be forwarded to the Vice-president and Secretary of the Local Union as soon as they become available.

ARTICLE 11 - SENIORITY

11:01 (1) Seniority is defined as the length of continuous service in 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 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 matters of promotions, demotions, transfers, lay-offs and recalls, the following factors shall be considered:

- (a) Length of continuous service.
- (b) Knowledge, efficiency, ability of the applicant and qualifications as contained in the job descriptions.

STATEMENT OF POLICY

It is the policy of The Corporation of the City of Sudbury to return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major duties of their own classification but who are medically certified as capable of performing modified duties of their own or another classification. Further, it is the intent of the CUPE Locals 6 Airport, 6, 1662, and 207 to encourage those employees identified by the program to actively participate in rehabilitative employment and to fully cooperate with the procedures of the program as outlined herein. The parties agree to consult throughout, in all aspects in respect to the implementation of this program. It is also agreed that employees participating in the modified work program have the right to union representation at any time.

OBJECTIVES

The objectives of the Modified Work Program are:

1. To provide for early vocational/medical rehabilitation and progressive reintegration into the workplace, until the disabled employee is capable of returning to his/her regular position.
2. To provide suitable gainful employment for workers who are permanently disabled.
3. To Minimize the length of injury and illness related absences.

ELIGIBILITY

The provisions of this Modified Work Program apply to Permanent Employees who are off work because of injury or illness. These workers may be in receipt of benefits from the Workplace Safety and Insurance Board, Weekly Indemnity or Long Term Disability. In order to be eligible for the Modified Work Program, the employee must have been declared suitable for modified employment by:

1. The Treating physician; and/or
2. Workplace Safety and Insurance Board
3. Short Term or Long Term Disability Carrier.

Participation in the Modified Work Program by persons employed by the City on a Temporary basis, will be subject to the terms of the Collective Agreement and relevant legislation.

MODIFIED WORK PROGRAM
BETWEEN
THE CORPORATION OF
THE CITY OF SUDBURY
AND
CUPS LOCALS 6, 6 AIRPORT,
207 AND 1662

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

(2) Should circumstances require a reduction of employees, Summer Student Employees shall be laid off first, Probationary Employees shall be laid off secondly and then commencing with those Permanent Employees with the least seniority.

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

(4) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no right of recall for Probationary or Summer Student Employees who are laid off under this Article.

(5) When employees are to be recalled by the Employer they shall be notified by registered mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer and, if they fail to report within fifteen (15) calendar days after the receipt of such notice, the Employer shall be under no obligation to re-employ them.

11:02 Probationary Period

A newly hired employee shall be on probation for a period of three (3) months from the date of hiring. The employment of such employee may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article 4:01 (a), as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

11:03 (1) Seniority List - Permanent & Probationary Employees

A Seniority List of all Permanent and Probationary Employees covered by this Agreement shall be posted in January each year. This list will show all Permanent and Probationary Employees within the Bargaining Unit in order of seniority stating the Employee's Number, Name, Job Classification and Date of Latest Entry into the Employ of the Employer. Copies of this Seniority List will be posted on all bulletin boards and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a second seniority list each calendar year upon written request.

(2) List of Summer Student Employees

A list of all Summer Student Employees covered by this Agreement shall be posted in July each year. This List will show all Summer Student Employees, stating the Employee's Number, Name, Job Classification, and Date of Latest Entry into the Employ of the Employer. Copies of the List mentioned above will be posted on all bulletin boards and copies will be supplied to the Union.

(3) Second List

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.

(4) Protests

Protests with regard to the above mentioned lists shall be submitted in writing to the Labour Relations Officer within thirty (30) calendar days of the date the lists are posted on bulletin boards. When proof of error is presented by the employee or the employee's representative, such error will be corrected and when so corrected the agreed upon correction shall be final. Once the seniority standing of a Permanent Employee is confirmed by the first posting of the Seniority List, no further requests for changes in the seniority standing shall be made. No change in the seniority status of an employee shall be made unless concurred in by the Union.

11:04 Notice of Lay-off

A Notice of Lay-off shall be given in accordance with the terms and provisions of the Canada Labour Code and amendments thereto.

11:05 It is understood and agreed that in the event of a lay-off of Permanent Employees the Employer shall make every reasonable effort to provide the Union at least three (3) months notice.

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 implementation of an Early Retirement Incentive Program, a transfer to another local and/or other recognized voluntary leaving Incentive Program where feasible, as an alternative to layoffs.

ARTICLE 12 - LOSS OF SENIORITY

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

The Employer will pay the cost for any of its employees on this Committee during normal working hours. The Committee will present its recommendations to their respective principals for ratification by no later than December 31, 1999.

DATED at Sudbury, Ontario this 7TH day of ^{DECEMBER}, 1999

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 6 (AIRPORT) THE CORPORATION OF THE CITY OF SUDBURY

Per: [Signature] President Per: [Signature] Mayor
Per: [Signature] Secretary Per: [Signature] City Clerk
Per: [Signature] Representative Per: [Signature] City Manager
Per: [Signature] Sectional Vice-president Per: [Signature] Assistant City Manager, Emergency and Corporate Services
Per: [Signature] Witness Per: [Signature] Labour Relations Officer
Per: [Signature] Witness

- b) Group Benefit Plans will be amended to provide for mandatory generic drug substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. Liberty Health will be advised to instruct Pharmacists to ignore preprinted statements on Doctor's scripts stating no generic substitution;
- c) Semi-private and private hospital room coverage shall be eliminated from Group Benefit Plans effective the first of the month following ratification. All employees and area hospitals 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 a hospital bills an employee for semi-private or private room without the employee having requested same, those bills will be paid by the City of Sudbury on presentation of invoices to the Human Resources Department, and the issue of improper billing will be taken up by the city with the hospital involved. The issue of improper billing will be taken up by the City with the hospital involved. The issue of improper billing will not exist where only semi-private and/or private rooms are available and the caring institution can legally force the fee for the room to be paid. In such instances the fee for the room will be paid by the City of Sudbury.
- d) Management proposes a freeze at current O.D.A. Fee Schedule (January 1, 1999) with the understanding that where a dentist bills an employee for O.D.A. lag, those bills will be paid by the City of Sudbury on presentation of invoice to the Human Resources Division.

Furthermore, the Parties agree that this particular issue will be dealt with by the Joint Union/Management Benefits Review Committee.
- e) Management will refer the issue of Physiotherapy to the Manager of Occupational Health & Safety and its application to the Modified Work Program.
- f) The Parties agree to form a Joint Union/Management Committee to review the entire issue of Benefit Costs and Administration including plan design. The Parties will have the assistance of a representative from the firm of M.J. McLaughlin + Associates for this purpose.

- 1. Voluntary resignation;
- 2. Discharge for just cause;
- 3. Failing to report as required by Article 11:01(5) of this Agreement;
- 4. (a) For a Permanent Employee who has completed less than five (5) years of continuous service, after a lay-off extending for a period of more than twelve (12) consecutive months;

(b) For a Permanent Employee who has completed five (5) or more years of continuous service, after a lay-off extending for a period of twenty-four (24) or more consecutive months, however, the Parties agree that the Benefit Plans outlined in Article 22 hereof will cease to be operative following twelve (12) months of lay-off.
- 5. For a Probationary or Summer Student Employee after any lay-off;
- 6. Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE 13 - JOB POSTING

13:01 (1) Vacancies & Newly-Created Positions

All vacancies and newly created positions, which the Employer intends to fill shall be posted on all applicable Bulletin Boards for a minimum of seven (7) calendar days during which time the Permanent Employees will have an opportunity to apply and be duly considered for such positions before Probationary, Non-Airport Employees or Non-Employees are considered.

(2) Contents and Posting Period

A Job Posting shall contain the following information; The position, summary of duties, qualifications, shifts and wage rate. The posting period shall begin within seven (7) calendar days of the date the vacancy occurs and the notice will be posted after the selection period of seven (7) calendar days following the removal of the notice of posting, for a seven (7) calendar day period naming the successful applicant, if any.

(3) Trial Period

A successful applicant to a job postingshall be placed on a trial period of up to a maximum of three (3) months. Upon completion of the said trial period and if the applicant's performance has proven satisfactory, the successful applicant's position shall be confirmed.

(4) Performance During Trial Period

In the event the successful applicant's performance proves unsatisfactory or for bona fide reasons the employee is unable to remain in the new position during the aforesaid trial period, the employee shall revert to the employee's former Job Classificationheld immediately precedingthe employee's selection without any loss of seniority. The employee's rate of pay shall then be adjusted to the current basic rate of pay for the Job Classification into which the employee has reverted.

(5) In the event that the performance of a successful applicant or appointee to a higher rated position outside the Scope of this Agreement proves unsatisfactory during the trial period for that position, then the said applicant shall revert to the applicant's former Job Classification held immediately preceding such promotion without any loss of seniority provided that no more than six (6) months have elapsed.

(6) Any other employee promoted or transferredbecause of rearrangement of positions shall also revert to the employee's former job classification held immediately precedingthe employee's selection of appointmentwithout any loss of seniority. The employee's rate of pay shall then be adjusted to the current basic rate of pay for the job classification into which the employee has reverted.

(7) Limited Position

A Limited Positionshall mean a position which is for a limited durationnot to exceed six (6) months or such longer period as may be mutually agreed upon between the Employer and the Union. Such mutual agreement shall not be arbitrarily or unreasonably withheld.

(8) The Job Postingwith regardto a LimitedPositionshall indicatetheestimated probable duration of such posting and the successful applicant shall be paid the then current rate for any StatutoryHolidays as outlined and subject to Article 15 or for any of his/her Vacation or Sick Leave periods which may occur only during the duration of the Limited Posting.

C. THE CORPORATION OF THE CITY OF SUDBURY AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6 (AIRPORT)

1. Both Parties agree to meet jointly during the term of the Collective Agreement to discuss the issues surrounding the loss of driving privileges by a member of this Bargaining Unit.
2. **Common Date of Hire** .
Both Parties hereto agree that seniority for employees hired on the same day will be determined by a random draw of numbers.
3. **Modified Work**
Both Parties hereto agree to negotiate and ratify a modified work program by no later than March 31, 1997.
4. **Co-ordination of Benefits**
The Parties agree to implement the coordination of benefits following ratification.
5. **Positive Enrollment**
The Parties agree to implement positive enrollment for medical benefits following ratification.
6. **Retroactivity**
The Parties agree that the first year increase is retroactive to April 1, 1999.
7. **Job Evaluation**
Both Parties agree to meet and study the feasibility of implementing a Job Evaluation System at the Sudbury Airport.

D. CHANGES TO GROUP BENEFIT PLANS

1. During the term of this Agreement, the Parties agree to the following:
 - a) Mandatory coordination of benefits, and positive enrolment, will be undertaken and maintained. Liberty Health will be instructed to conduct random audits of completed forms for accuracy;

of the Airport will make every reasonable effort to ensure that the Corporation of the City of Sudbury will continue to provide the manpower necessary for the operation of the Sudbury Airport. This shall include every reasonable effort to ensure job security of the members of this Bargaining Unit through a lengthy transitional period considering prospective retirement dates of existing employees.

The Employer will continue to keep the Local Union informed on a regular basis with any developments which occur as it relates to the composition of a Development Corporation or any other entity with the responsibility for governance of the Airport.

It is further agreed and understood that the Employer will, prior to City Council making a final decision with respect to employment related issues at the Airport, meet with Local Union so that the Local Union can provide the Employer with their concerns and input.

The Employer, as soon as they become aware, will advise the Local Union of any issues that may adversely affect the current employment relationship between the Members of this Bargaining Unit and the Corporation of The City of Sudbury.

7. Employee Parking

The Employer agrees that for the Term of the Collective Agreement employees who work at the Airport will not be charged for parking privileges for the purpose of attending work.

B. CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6 (AIRPORT)

1. The Union hereby agrees and understands that Probationary Employees will not be entitled to be enrolled in or receive the benefits of the Group Life Insurance Plan until after completion of the sixth (6th) month of continuous employment with the Employer.

(9) A Permanent Employee filling a limited position, shall, on termination of the said limited position, revert to the job classification held immediately preceding his selection for the limited position.

(10) Written Notice

The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy at this time within five (5) calendar days after the vacancy occurs.

(11) Short Term Vacancy

Short term vacancies expected to be less than twenty (20) working days in duration shall not be posted. First opportunity to fill short term vacancies shall be given to permanent, qualified employees in accordance with seniority. Temporary Vacancies of twenty (20) working days or more shall be posted and filled in accordance with Article 13:00.

13:02 New Classification

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

(2) If the Parties fail to reach agreement within fifteen (15) calendar days, the Employer may proceed with the implementation of the new classification, subject to the terms of Articles 8 and 9 of the Agreement.

(3) The rate of pay and job descriptions for newly created Job Classifications not covered by Schedule "A" to this Agreement shall be developed by a "Joint Rating Committee" of the Union and the Employer within a period of thirty (30) calendar days. This "Joint Rating Committee" shall be composed of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer. If the "Joint Rating committee" cannot agree on the rate of pay and job description, then this difference shall be submitted in the form of a General Grievance and settled pursuant to the Grievance Procedure for General Grievances and, if necessary, Arbitration under Articles 8 and 9 respectively of this Agreement.

ARTICLE 14 - LEAVE OF ABSENCE

14:01 Salary Representatives of the Union

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.

14:02 Union Business

Subject to the approval of the Employer, which approval shall not be arbitrarily or unreasonably withheld, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Supervisory Personnel of the Employer for the purpose of investigation, consideration and adjustment of grievances, or any other business pertaining to this Collective Agreement.

14:03 Conventions

A duly appointed delegate shall be granted leave of absence without pay and without loss of seniority to attend conventions of the Union upon a thirty (30) day written notice by the Union.

14:04 Furloughs and Military Leaves

- (1) The Employer may grant employees furloughs without pay for periods not to exceed three (3) months.
- (2) Prior to taking such a furlough, an employee shall obtain permission to do so in writing from the Employer.
- (3) Unless employees so furloughed report for duty on or before the first working day following the expiration date of such furlough, they shall lose all of their seniority and may be subject to discharge for just cause.
- (4) An extension to a furlough may be granted by mutual consent between the Employer and the Union.
- (5) Furloughs under this Article 14:04 shall not be granted for the purpose of engaging in work outside the services of the Employer except in cases of sickness, or other exceptional circumstances.
- (6) Any employee now serving or who hereafter is conscripted to serve in the Armed Forces, shall, while on military service, be granted a furlough without pay.
- (7) The name of an employee on an authorized furlough shall be continued on the Seniority List.

14:05 Jury and Witness Duty Leave

- (1) Employees subpoenaed to act as Jurors or Witnesses in criminal or civil courts or a Coroner's Inquest shall be granted leave of absence for such purpose.

LETTER OF COMMITMENT

BETWEEN

THE CORPORATION OF THE CITY OF SUDBURY
- (Hereinafter called the "Employer")
OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6 (AIRPORT)
(Hereinafter called the "Union")
OF THE SECOND PART

As an integral part of the Collective Agreement between The Corporation of the City of Sudbury and Canadian Union of Public Employees, Local 6 (Airport Employees), the Parties agree to commit themselves to the following:

A. THE EMPLOYER

- 1. The Employer agrees that the training of employees with regard to vehicle operation shall be the responsibility of a Mechanic II and III and an Airport Operations Service person A.F.F.S. Lead Hand.
- 2. The Employer agrees that the training of employees with regard to other duties shall be the responsibility of an Airport Operations Service person A.F.F.S. Lead Hand.
- 3. In accordance with the provisions of Article 8:13 the Employer agrees to advise employees as well as the Union that disciplinary notices for absenteeism, lateness, work attitude or failure to provide an acceptable standard of work have been eliminated from the personnel as once effective computer software has been developed and implemented.
- 4. **Pay Adjustment**
The Union agrees that when an employee requires an adjustment to the pay, the employee will submit the direct deposit "Bank Deposit Stub" to the appropriate timekeeper for adjustment.
- 5. The Employer will ensure that Weekly Indemnity Insurance Claim Forms will be available to employees at the Airport Manager's Office.
- 6. The Employer will, through their discussions with the Development Corporation (Airport) or any other entity with the responsibility for governance

BY-LAW 87-226

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO AMEND BY-LAW 82-119 "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)

WHEREAS the Council of The Corporation of the City of Sudbury deems it desirable to amend By-law 82-119, as amended, "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207; LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)";

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

1. THAT Section 4(2) of By-law 82-119 be repealed and the following substituted therefor:

"4(2) Any Commissioner or a designate, upon previous written notice, with a copy to the Union, on an interview with an employee may demand a physician's certificate for any future sick leave or absence."

2. THAT this by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL THIS 13TH DAY OF OCTOBER, 1987.

Handwritten signatures and printed names: Mayor and Deputy Clerk.

(2) An employee shall be entitled to the Jury or Witness Duty fee or his/her full salary for the period, whichever is greater.

(3) If the full salary for the period is greater than the Jury or Witness Duty fee, then to receive his/her full salary, the employee must first remit to the Employer the full amount of his/her Jury or Witness Duty fee for the same period.

(4) The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

(5) In the event that an employee is subpoenaed to act as a juror or witness in a criminal or civil court or Coroner's Inquest as a direct result of his/her employment with the Corporation and being on approved annual vacation, such time spent as a juror or witness shall be reinstated for further use by the employee at a time mutually agreed between the employee and his/her immediate supervisor.

14:06 Candidate for Election

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall permit, subject to applicable legislation, leave of absence without pay and without loss of seniority so the employee may be a candidate in Federal, Provincial, or Municipal elections.

14:07 Time to Vote

In order for employees to vote in Federal, Provincial and Municipal elections, the Employer shall reimburse the employees for the legislated appropriate clear time off with pay for the working time lost.

14:08 Pregnancy Leave

(1) Every employee who becomes pregnant shall, in writing, notify the Airport Manager of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy as certified by a qualified Medical Practitioner.

(2) Pregnancy Leave shall conform to the provisions of the Employment Standards Act and amendments thereto, however, it is agreed and understood that an employee returning to work after a pregnancy leave or a personal leave shall provide the Employer with a minimum notice of fourteen (14) calendar days.

(3) An employee on Pregnancy Leave shall not receive Sick Leave Pay.

(4) Fringe Benefits During Pregnancy Leave

For Permanent Employees who qualify for pregnancy leave under this Article, the Employer shall; contribute One Hundred percent (100%) of the total premium cost of the benefit plans outlined in Article 21:01 (1) of the Collective Agreement. These benefits will be paid for by the Employer only for the maximum period of time specified for pregnancy leave in Section 37 of the Employment Standards Act.

(5) Pregnancy Leave Supplement

A Permanent Employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to Section 18, Unemployment Insurance Act R.S.C. 1985, c. U-1, shall be paid a supplement equivalent to the difference between the sum of the Employment Insurance Benefit the employee is eligible to receive and Seventy-five percent (75%) of the basic rate the employee is being paid at the commencement of the pregnancy leave.

14:09 Personal Leave Days

Employees will be granted Personal Leave Days with pay, upon the following terms:

- (1) Personal Leave Days will be accumulated on a yearly basis in accordance with the employee's remaining Weekly Indemnity days from the previous year, on the following basis:

Remaining WI Days Previous Year	Eligible Days
6	3
5	2½
4	2
3 or less	0

- (2) Personal Leave Days shall be utilized within the year following that from which they were accumulated only for the following reasons:

- The day of the employee's marriage.
- The day of the marriage of the employee's child, the employee's brother or sister.
- A serious flood or a fire within the employee's household.
- A court appearance for the employee's divorce.
- The birth of the employee's child.
- Moving of the employee's household.

BY-LAW 88-107

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO AMEND BY-LAW 82-119, AS AMENDED BY BY-LAW 87-226, BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)'

WHEREAS the Council of The Corporation of the city of Sudbury deems it desirable to amend by-law 82-119, as amended by by-law 87-226, "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)";



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

- 1. THAT Section 4(2) of By-law 82-119, as amended by By-law 87-226 be repealed and the following substituted therefor:

"4(2) Any Commissioner or a designate, upon previous written notice, with a copy to the Union, or an interview with an employee may demand a physician's certificate for any future sick leave or absence."

- 2. THAT this by-law shall come into force and take effect immediately upon the final passing thereof.



READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL. THIS 7TH DAY OF JUNE, 1988.

 Mayor
 Clerk

engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions of this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith.

11. Where a conflict appears between any provision of this by-law and any provision of contracts of insurance entered into pursuant to subsection 2 of Section 8 and subsection 2 of Section 9, the contract of insurance shall prevail.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL THIS 14TH DAY OF JULY, 1982.

 Mayor
 Clerk

- A formal hearing to be attended by the employee to become a Canadian citizen.
- The graduation from university or college of an employee's spouse or dependants.
- The illness of a dependant child.
- Supplementary bereavement leave.

14:10 Offence Under Highway Traffic Act

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

ARTICLE 15 -HOLIDAYS

15:01 Permanent and Probationary Employees

All Permanent and Probationary Employees shall be paid a normal working day's pay at their regular rate for each of the following Holidays. Permanent Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

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

15:02 Proclaimed Holidays

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

15:03 Work Performed on Holidays

Permanent and Probationary Employees called upon to work on any of the Holidays provided for under Article 15:01 or 15:02 shall, in addition to the day's pay to which they are entitled to be paid, be paid at one and one-half (1½) times their regular rate

of pay for all hours worked with the guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:04 Summer Student Employees

All Summer Student Employees shall be paid a normal working day's pay at their regular rate for each of the following Holidays, except as otherwise provided under Article 15:03:

- 1. Victoria Day
- 2. Canada Day

15:05 Summer Student Employees called upon to work on any of the Holidays provided for under Article 15:04 shall, in addition to the day's pay for which they are entitled to be paid, be paid at one and one-half (1½) times their regular rate of pay for all hours worked with the guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:06 Qualification

(1) Employees, to qualify to be paid for a Holiday or proclaimed Holiday, must work their regular shift before and after such Holiday unless said employees be on vacation, compensable accident or sick leave of absence with pay.

(2) Summer Student Employees to qualify to be paid for a Holiday (as specified in Article 15:04) must work their regular shift before and after such Holiday.

15:07 Limitation

Notwithstanding the provisions of this Article, any entitlement to holiday pay therein described will cease when an employee becomes eligible to receive Long Term Disability Benefits or when the employee has been in receipt of Worker's Compensation Benefits for a period of six (6) or more continuous months.

ARTICLE 16 - ANNUAL VACATIONS

16:01 (1) One Year or More of Continuous Service

Every employee who has completed one (1) year or more of continuous service with the Employer on December 31st in any year of the term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to **EITHER** one hundred and twenty (120) hours pay at the employee's basic rate of pay in effect on the commencement of the employee's

- (b) Such amounts as are prescribed to be deducted or withheld from payments of benefits pursuant to The Income Tax Act and the Regulations thereto shall be deducted from the benefits payable and remitted to the Receiver General of Canada.
- (c) The benefit payable pursuant to the long term disability plan shall be equal to seventy-five percent (75%) of an employee's monthly salary to a maximum of Four Thousand Dollars (\$4,000.00) per month provided that the benefits payable, less income tax deducted, may be supplemented pursuant to this by-law and subject to the contract of insurance to a maximum of eighty-five (85%) percent of his salary, less income tax deducted and any other amounts deducted, from his sick leave credits.

10. APPLICATION

The provisions of this by-law shall extend to all employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 or Local 6 (Airport Employees), who were actively engaged by the municipality on the date that this by-law came into force or who became actively

(2) A contract with an insurer licensed under The Insurance Act, R.S.Q. 1970 shall be entered into to provide long term disability insurance to the employees of The Corporation of the City of Sudbury.

(a) The form and content of such contract shall be satisfactory to the Director of Human Resources.

(b) The contract may be amended from time to time to such extent and in such manner as the Director of Human Resources may deem advisable.

(c) Such contract will take effect upon the 1st day of July, 1982.

(d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.

(3) The long term disability plan shall provide:

(a) That benefits to an employee who is totally disabled shall be payable from the 183rd day of disability until:

i) the employee ceases to be disabled;

ii) the employee is rehabilitated;

iii) the employee reaches the age of 65 or;

iv) the employee is disqualified pursuant to the terms of the contract of insurance.

period of absence OR six percent (6%) of the total wages of the employees earned in the previous calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER.**

(2) Four or More Years of Continuous Service

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

(3) Nine or More Years of Continuous Service

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

(4) Nineteen or More Years of Continuous Service

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

(5) **Twenty-four or More Years of Continuous Service**

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

(6) **Vacation credits Cease**

Notwithstanding the provisions of Article 16:01 (1), (2), (3), (4) and (5), the accumulation of vacation credits will cease when an employee becomes eligible to receive Long Term Disability benefits or when the employee has been in receipt of Worker's Compensation Benefits for a period of six (6) or more continuous months.

(7) **Vacation Pay**

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

16:02 Termination of Employment

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

(2) Summer Student Employees shall be entitled to vacation pay in accordance with The Employment Standards Act, R.S.O. 1990, c.E.14 and amendments thereto.

16:03 Paid Holiday During Vacation Period

Should any of the Holidays provided for in Article 15 fall during an employee's vacation period, the said employee shall be entitled to the extra day's vacation with pay at a time mutually agreed to by the employee concerned and his/her immediate Non-Union Supervisor.

- (c) Such amounts as are prescribed to be deducted or withheld from payments of benefits pursuant to The Income Tax Act and the Regulations thereto shall be deducted from the benefits payable and remitted to the Receiver General of Canada.
- (d) The benefit payable pursuant to the Weekly Indemnity Plan shall be equal to seventy-five per cent (75%) of an employee's weekly salary to a maximum of benefit of nine hundred and twenty-three dollars (\$923.00) per week provided that the benefits payable, less income tax deducted, may be supplemented pursuant to this By-law and subject to the contract of insurance, to a maximum of 100% of an employee's salary, less income tax deducted and any other amounts deducted, from his sick leave credits.

9. LONG TERM DISABILITY PLAN

(1) A long term disability plan is hereby established for every employee to which this by-law applies, and, subject to the control of Council, the conduct and management of such plan shall be vested in the Director of Human Resources for The Corporation of the City of Sudbury.

- (a) The ~~form~~ and content of such contract shall be satisfactory to the Director of Human Resources.
- (b) The contract ~~may~~ be amended from time to time to such an extent and in such a manner ~~as~~ the Director of Human Resources may deem advisable.
- (c) Such contract shall take effect upon the 1st day of July, 1982.
- (d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.
- (3) The weekly indemnity plan shall provide:
 - (a) that benefits to an employee ~~who~~ is wholly and continuously disabled by injury or admitted to hospital ~~as an~~ in-patient, shall be payable for the period from the first day of disability until the employee ceases to be disabled or a period of 26 weeks has elapsed ~~from~~ the date of disability.
 - (b) that benefits to any employee who is wholly and continuously disabled by sickness or is admitted as ~~an~~ in-patient to hospital, shall be payable from ~~the~~ fourth day of disability until the employee ceases to be disabled or a period of 26 weeks has elapsed ~~from~~ the date of disability.

16:04 Cancellation of Vacation

An employee's vacation can only be cancelled if the Employer notifies the employee, in writing, at least thirty (30) calendar days prior to the scheduled commencement of said vacation.

16:05 Change of Vacation Schedule

An employee may request and receive consideration for a change in previously scheduled annual vacation only if the request is made thirty (30) calendar days prior to the commencement of the scheduled annual vacation.

ARTICLE 17 - HOURS OF WORK

17:01 (1) Janitors, Labourers, Airport Operations Servicepersons - A.F.F.S., Airport Operations Servicepersons Lead Hand - A.F.F.S.

The normal work week for all Janitors, Labourers, Airport Operations Servicepersons - A.F.F.S. and Airport Operations Servicepersons Lead Hand - A.F.F.S. shall consist of an average of forty (40) hours with consecutive days off. The normal work day shall not exceed eight and one-half (8½) hours with one-half (½) hour off for lunch. It is agreed and understood that the actual starting and quitting times will have to be adjusted from time to time in order that standards and services to the travelling public can be adequately met.

(2) Mechanics

The normal work week for the classifications of Mechanics I, II and III shall be from Monday to Friday both inclusive and average forty (40) hours weekly. The normal work day shall not exceed eight and one-half (8½) hours, with one-half (½) hour off for lunch.

(3) Rest Periods

Employees on the direction of their immediate Supervisor shall be entitled to a fifteen (15) minute rest period in the first and second half of each shift.

ARTICLE 18 - OVERTIME

18:01 overtime Rate

Compensation at the rate of time and one-half (1½) times the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article 17 - Hours of Work.

18:02 Work Not Continuous With Regular ~~Shift~~

Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate.

18:03 Overtime Continuous With Regular ~~Shift~~

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

18:04 ~~Last~~ Scheduled Day Off

Notwithstanding Article 18:02, compensation at the rate of two (2) times the regular rate per hour shall be paid for all work performed on the last scheduled day off on a call-out basis, with a guaranteed minimum of four (4) hours pay at double time (2x) for four (4) hours work or less.

18:05 Limitations

Employees are not required to have worked their eight and one-half (8%) hour shift or forty (40) hours per average work week before being entitled to the prevailing overtime rates as aforementioned.

18:06 Meal Allowance

(1) When an employee is called upon to perform more than two (2) hours of overtime work continuous with the employee's regular scheduled shift the employee shall be paid Seven Dollars and Fifty Cents (\$7.50) effective one month after ratification of the agreement, and increased by Fifty Cents (.50¢) on April 1, 2000, and April 1, 2001 for the purpose of purchasing a meal. Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then the employee shall be paid an additional Seven Dollars and Fifty Cents (\$7.50) effective one month after ratification of the agreement, and increased by Fifty Cents (.50¢) on April 1, 2000, and April 1, 2001 for the purpose of purchasing the second meal.

18:07 Division of Overtime

Overtime will be divided as equally as possible among the employees as per Job Classification. Such overtime shall be given to employees covered by this Agreement before Non-Airport Employees or Non-Employees are considered.

not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

7. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 6 upon termination of employment regardless of cause, provided, however that the City may withhold therefrom any amount for which such employee is legally liable to account to the City in which case all sums withheld up to the full amount of such liability, shall forthwith vest in and be the property of the City. This by-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

8. WEEKLY INDEMNITY PLAN

(1) A weekly indemnity plan is hereby established for every employee to which this by-law applies and, subject to the control of Council, the conduct and management of such plan shall be vested in the Director of Human Resources for The Corporation of the City of Sudbury.

(2) A contract shall be entered into with an insurer licensed under The Insurance Act, R.S.O. 1970 to provide weekly indemnity insurance to the employees of The Corporation of the City of Sudbury.

(2) Any ~~Commissioner~~, upon previous notice, may demand a medical doctor's certificate for any sick leave absence.

5. Any employee may ascertain the number of accumulated **and** non-accumulative sick leave credits to his credit by making a written request to his Commissioner ~~or~~ his designate.

6. When ~~an~~ employee having five years of completed service with the City ceases to be employed by the said City at ~~any~~ time after June 30th, 1982, there shall be paid to ~~him~~ or to his personal representative:

(i) ~~for~~ those employees ~~who~~ are normally considered to be working a five-day week ~~an~~ amount equal to his current daily salary, wages ~~or~~ other remuneration for one-half the number of days in his accumulated sick leave credit balance, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination ~~of~~ employment.

(ii) ~~for~~ those employees who normally work a four-day week, an amount equal to .80 (4/5) of his current daily salary, wages or remuneration ~~for~~ one-half the number of days in accumulated sick leave credit balance, and, in any event,

18:08 **Time off in Lieu of Overtime**

Notwithstanding the foregoing, any employee directed or authorized to work in excess of a regular work day or on a paid holiday shall be granted time off as is mutually agreeable between the employee and the Supervisor involved. Such time off shall be at time and one-half (1%) the actual hours worked and be limited to a total accumulation of one hundred and two (102) hours.

18:09 Stand-By

All employees on Stand-By Duty shall receive four (4) hours straight time per day at the regular rate presently being received.

ARTICLE 19 - SHIFT & SUNDAY DIFFERENTIALS

19:01 The following shift differentials shall apply to all employees assigned to a Regular Shift Schedule:

(1) A shift differential of Forty-Five Cents (\$0.45) per hour effective April 1, 1999, Fifty Cents (\$0.50) per hour effective April 1, 2000, and Fifty-Five Cents (\$0.55) per hour effective April 1, 2001 shall be paid for all normal daily hours worked on an afternoon shift.

(2) For the purposes of Article 19.01 an afternoon shift shall be deemed to be one which commences at or after 12:00 noon and prior to 8:00 p.m.

19:02 (1) A shift differential of Fifty-One Cents (\$0.51) per hour effective April 1, 1999, Fifty-Six Cents (\$0.56) per hour effective April 1, 2000, and Sixty-One Cents (\$0.61) per hour effective April 1, 2001 shall be paid for all normal daily hours worked on a night shift.

(2) For the purposes of Article 19.02, a night shift shall be deemed to be one which commences after 8:00 p.m. and prior to 5:00 a.m.

19:03 The Shift and Sunday Differentials set out in this Article shall not apply when overtime or premium rates apply.

(1) A Sunday Differential of One Dollar and Sixty Five Cents (\$1.65) per hour effective April 1, 1999, One Dollar and Seventy Cents (\$1.70) per hour effective April 1, 2000, and One Dollar and Seventy Five Cents (\$1.75) per hour effective April 1, 2001 per hour shall be paid for Sunday regular hours of work.

ARTICLE 20 - RELIEVING IN OTHER GRADES

20:01 Relieving in a Position of Higher Rating

When an employee is detailed to relieve in a position of higher rating, the employee shall receive the rate applicable for the position within the Classification in which the employee is relieving for the full relief period.

20:02 Relieving in a Position of Lower Rating

When an employee is detailed to relieve in a position of lower rating for any period, the employee shall maintain the basic rate of pay while so assigned.

20:03 Relieving Outside the Bargaining Unit

When an employee has been requested in writing and is willing to relieve in a position outside of the Bargaining Unit, the Employee shall receive not less than ten percent (10%) above the highest rated Classification supervised or the entry level salary of the Non-Union position they will be occupying whichever is the greater amount for the full relief period. Such employee shall continue payment of Union dues to the Bargaining Agent. The period of relief shall be no longer than six (6) months. When required the Employer may request an extension to the six (6) month time limit and consent shall not be arbitrarily or unreasonably withheld by the Union.

ARTICLE 21 - BENEFIT PLANS

21:01 (1) Permanent Employees

For Permanent Employees, the Employer agrees to contribute one hundred percent (100%) of the total employee premium cost for the following plans:

- (a) Ontario Health Tax or a Replacement Plan introduced by the Ontario Government.
- (b) Liberty Health Comprehensive Extended Health Care (or equivalent carrier); including overage dependant student coverage;

Two Hundred and Sixty Dollars (\$260.00) eye glass subsidy.
- (c) Liberty Health Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage.

(Freeze at January 1, 1999 O.D.A. Fee Schedule)

(6) 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 sick leave credits, except where such compassionate leave is provided elsewhere.

(7) Where an employee is absent by reason of accident, injury, or illness or for compassionate family reasons, the Treasurer shall first charge such absence against the non-accumulative sick leave credit and then against the accumulated sick leave credit.

(8) No employee shall be entitled to charge sick leave credits against sick leave absences except in accordance with this by-law.

(9) In no case shall an employee receive an amount in excess of his bi-weekly salary, less income tax deducted and all other amounts deducted, as a result of the application of the provisions of this section.

4.

(1) An employee shall report his absence during the first hour on the first day on which such employee is absent from his work to his Commissioner or designate. Any Commissioner, upon previous notice may demand a medical doctor's certificate for any sick leave absence.

employee by the Corporation is of his salary or wages, less the above mentioned amounts deducted.

(4) Where an employee is absent and is entitled to receive benefits pursuant to the Long Term Disability Plan provided by the Corporation and such employee requests that the Corporation make up the difference between the amount of the benefits, less income tax deducted, and 85% of his salary or wages, less income tax deducted and all other applicable amounts deducted, out of his sick leave credits, then for each day for which the employee is absent and in receipt of Long Term Disability benefits, there shall be paid to such employee the difference between the amount equal to 85% of his bi-weekly salary converted to days or a portion thereof for the period for which benefits are payable and the benefits, less income tax deducted, there shall be charged against his sick leave credits the proportion converted to days or a portion thereof that the amount paid to such employee by the Corporation is of his salary or wages, less the above mentioned amounts deducted.

(5) An employee who desires to make a request in accordance with subsections (2), (3) and (4) of this section shall do so at the time he reports his absence.

- (d) Group Life Insurance Plan (one and one-half (1%) times basic annual earnings);
- (e) Weekly Indemnity Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carrier);
- (9) Long Term Disability Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carrier);

(2) Both Parties agree that eligibility for Long Term Disability Benefits described in Article 21:01 (1) (f) above 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 Workplace Safety Insurance Board (W.S.I.B.) are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canadian Pension Plan Benefit.

OR

- b) When the employee becomes eligible for an O.M.E.R.S. Early Service Pension which is not actuarially reduced.

(3) Probationary Employees

For Probationary Employees, the Employer agrees to contribute one hundred percent (100%) of the total 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 (or equivalent carrier); including overage dependant student coverage;

Two Hundred and Sixty Dollars (\$260.00) eye glass subsidy.

- (c) Liberty Health Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage.

(Freeze at January 1, 1999 O.D.A. Fee Schedule)

- (d) Weekly Indemnity Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carmer).

(4) When an employee becomes eligible for Weekly Indemnity Insurance while occupying a Limited Vacancy as described in Article 13:01 (7) of the Collective Agreement, the Weekly Indemnity benefits to which he/she is entitled shall be based on the employee's regular rate of pay as defined in Article 32:04 of the Collective Agreement only for the duration of the limited vacancy. Following the duration of the limited vacancy, the Weekly Indemnity benefit to which the employee is entitled will be based on the employee's basic rate of pay as defined in Article 34:01 of the Collective Agreement.

(5) **Continuation of Benefits**

For employees who have had fifteen (15) or more years of continuous service with the Employer, or with the Employer and any other Municipality, or a Local Board as defined in the Municipal Act, the Employer agrees to contribute One Hundred Percent (100%) of the total premium cost for the following plans until such employees attain sixty-five (65) years of age:

- (a) Liberty Health Comprehensive Extended Health Care (or equivalent carrier);

(Annual deductible of \$25.00 Single - \$50.00 Family)

One Hundred and Thirty Dollars (\$130.00) during the contract year April 1, 1999 to March 31, 2000, One Hundred and Forty Dollars (\$140.00) during the contract year April 1, 2000 to March 31, 2001, and One Hundred and Fifty Dollars (\$150.00) during the contract year April 1, 2001 to March 31, 2002 for eye glass subsidy.

- (b) Group Life Insurance Plan; (Ten Thousand Dollar {\$10,000} value)

less income tax deducted and all other amounts deducted, converted to days or a portion thereof, in the case of such employee for the three day waiting period pending the receipt of benefits for the days he would normally have worked commencing on the first full day of absence pursuant to the weekly indemnity plan be paid to him, there shall be charged against the sick leave credit provided herein, such absence on the basis of a day off being equal to one day's credit.

(3) Where an employee is absent and is entitled to receive benefits pursuant to the Weekly Indemnity Plan provided by the Corporation and such employee requests that the Corporation make up the difference between the amount of the benefits, less income tax deducted, and his salary or wages, less income tax deducted and all other amounts deducted, out of his sick leave credits, then for each day for which the employee is absent and is receipt of weekly indemnity benefits, there shall be paid to such employee the difference between the amount of his bi-weekly salary, less income tax deducted and all other amounts deducted, converted to days or a portion thereof for the period for which benefits are payable, and the benefits, less income tax deducted, and there shall be charged against his sick leave credits the proportion converted to days or a portion thereof that the amount paid to such

(5) The Treasurer shall provide and keep a Register in which all accumulated and **non-accumulative sick leave credits and sick leave absences** for every employee shall be recorded so that the Register will show the net accumulated and **non-accumulative sick leave credits of every employee which remain after all his sick leave absences have been deducted from his sick leave credits.**

3. (1) Where an employee is absent due to **accident and/or injury suffered during the course of his duties while in the employ of the Corporation and is in receipt of Workmen's Compensation** and he requests that the **municipality make up the difference between the amount of Workmen's Compensation being paid and his bi-weekly salary, converted to days or a portion thereof, then and in every such case, if the municipality complies with the employee's request, for each day for which the employee shall be absent there shall be charged against his sick leave credit the proportion paid to the said employee by the municipality, converted to days or a portion thereof, that is to say, the municipality shall only deduct from the said employee's sick leave credit, the proportion which it may pay to the employee in excess of that proportion paid by the Workmen's Compensation Board.**

(2) Where an employee is entitled to receive benefits pursuant to the Weekly Indemnity Plan provided by The Corporation of the City of Sudbury and requests that an amount equal to his current **bi-weekly salary,**

- (6) The provisions of Article 21:01 (5) apply only to a person who:
- (i) Has applied within ten (10) years of normal retirement for a service pension from O.M.E.R.S.
 - (ii) Has applied for an O.M.E.R.S. Disability Pension.
 - (iii) Is an employee and has been disabled for twenty-four (24) continuous months and is in receipt of Long Term Disability or Workplace Safety Insurance Board {W.S.I.B.} benefits.
- (7) In the event of the demise of an employee prior to the age of sixty-five (65), who is in receipt of the benefits described in Article 21:01 (1) (5), and leaves a surviving spouse, the following conditions shall apply:
- 1) The employer will continue to contribute one hundred percent (100%) of the total premium cost for the following plans:
 - Liberty Health Comprehensive Extended Health Care (or equivalent carrier); (Annual deductible of \$25.00 Single - \$50.00 Family) With Eye Glass subsidy of One Hundred and Thirty Dollars (\$130.00) during the contract year April 1, 1999 to March 31, 2000, One Hundred and Forty Dollars (\$140.00) during the contract year April 1, 2000 to March 31, 2001, and One Hundred and Fifty Dollars (\$150.00) during the contract year April 1, 2001 to March 31, 2002.

21:02 (1) Participation - Condition of Employment

Participation in these plans becomes a condition of employment for all Permanent and Probationary Employees except as hereinafter provided.

(2) Exclusion From Plans

Employees not wishing to participate in any of the plans listed under Article 21:01 must indicate their wishes in writing to the Labour Relations Officer and produce such evidence as may be required to justify their exclusion. All claims for exclusion will be determined through consultation with the Labour Relations Officer and a representative of the Union.

(3) Employees on Leave of Absence Without Pay

Employees on leave of absence without pay in excess of two (2) continuous

calendarweeks shall assume the total cost of premiums for the benefit plans under Article 21:01 for those months covered by the leave of absence without pay.

(4) Certified Disability

Notwithstanding the provisions of Article 21:02 (3), the cost of Benefit Plans described in Article 21:01 (1) and 21:01 (3) shall be paid for by the Employer for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for Weekly Indemnity Insurance described in Articles 21:01 (1) (e) or Long Term Disability Insurance described in Article 21:01 (1) (9).

(5) Equivalent Carrier

Both Parties agree that should the Employer, or the Union, find an equivalent carrier at more economical rates compared to those in Articles 21:01 (1) or 21:01 (3), 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.

ARTICLE 22 - SICK LEAVE AND BEREAVEMENT LEAVE

22:01 SICK LEAVE

All employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions set out in the Sick Leave By-law #73-17, as amended by By-law #83-11 and all By-laws and statutory Amendments thereto. The By-law is attached hereto and forms part of the Agreement.

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.

22:02 BEREAVEMENT LEAVE

(1) Immediate Family

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 which shall be taken immediately prior to, during or immediately following the day of the funeral. Immediate family shall mean: father, step-father, mother, stepmother, wife, husband, bona fide common-law spouse, brother, sister, son, stepson, daughter, stepdaughter, 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.

(3) Each employee shall be entitled to six (6) non-accumulative sick leave credits per annum, which credits, in whole or in part, shall lapse if not used within the calendar year, provided that,

(a) a person who becomes an employee after the 30th day of June, 1982, is not eligible for non-accumulative sick leave credits until the 1st day of the first calendar month following three complete months of active continuous service.

(b) after the 30th day of June, 1982, in the calendar year in which a person first becomes an employee, such person shall be entitled to only that proportion of six (6) non-accumulative sick leave credits for the calendar year that the number of months of such person's active continuous service in the calendar year is of twelve (12) months.

(4) The Treasurer shall perform all things necessary or incidental to the due carrying on of the accumulated or non-accumulative sick leave credit gratuities plan. Each respective Commissioner has the power to allow, amend or disallow any accumulated or non-accumulative sick leave credit or sick leave absence for any of his employees in accordance with the terms of this by-law.

(k) "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.

(1) "Sick Leave Credit" means a per diem or portion thereof allowance as provided by this by-law.

(m) "Weekly Indemnity Plan" means a plan of insurance to be entered into with an insurer licensed under The Insurance Act of Ontario which provides for the payment of benefits for a period of up to twenty-six (26) weeks or such period as the policy of insurance will provide to any employee who becomes wholly and continuously disabled and prevented from performing any and every duty of his occupation by sickness or injury upon such terms and conditions as the policy of insurance shall provide.

(2) The masculine pronoun, wherever used, includes female employees, unless the context indicates otherwise.

2. SICK LEAVE CREDITS

(1) The accumulated sick leave credits for each employee shall be fixed as of June 30th, 1982 but may be reduced in accordance with the provisions of this by-law.

(2) No employee shall be entitled to accumulate sick leave credits at the rate of one and one-half (1½) days per month in accordance with By-law 73-17, as amended, after June 30th, 1982.

(2) **Brother-in-law, Sister-in-law, Son-in-law or Daughter-in-law**

In the case of the demise of a brother-in-law, a sister-in-law, son-in-law or daughter-in-law, Permanent and Probationary Employees shall be permitted a leave of absence with pay for up to three (3) consecutive working days which shall be taken immediately prior to, during or immediately following the day of the funeral. The first two (2) working days of any bereavement leave of absence for the demise of a brother-in-law, sister-in-law, son-in-law or daughter-in-law shall not be deducted from the employee's accumulated sick leave credits. However, the third working day, if any, of any bereavement leave of absence for the demise of a brother-in-law, sister-in-law, son-in-law or daughter-in-law shall be deducted from the employee's accumulated sick leave credits.

(3) **Bereavement Leave During Vacation Period**

Where an employee qualifies for bereavement leave during the employee's period of vacation, there shall be no deduction from vacation credits for such occurrence. The period of vacations so displaced shall be rescheduled as mutually agreed between the employee and his/her supervisor.

(4) **Application Form**

Permanent and Probationary Employees shall complete the Application for Bereavement Leave Pay Form, Schedule "C" attached hereto, for consideration of payment for any bereavement leave by the Employer.

(5) **Travel Time**

In the event that the death of a member of an employee's family as defined in 22.02(1) and (2) requires the employee to travel three hundred and twenty (320) or more kilometres (one way) to attend at the funeral, an additional two (2) days leave of absence without pay shall be granted, provided written request is submitted by the employee prior to departure.

ARTICLE 23 • PAY DAYS

23:01 Pay days shall be every second Friday in the A.M. except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day, provided no interruption beyond the control of the Employer is encountered.

23:02 The Employer will show conspicuously in writing on the Bank Deposit Stub the following facts: employee's wage rate; number of regular hours worked; number

of overtime hours worked (overtime may be converted into regular hours) and all deductions made.

ARTICLE 24 - BULLETINBOARDS

24:01 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 25 - GENERAL

25:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall be deemed to be part of this Agreement and shall be appended hereto.

25:02 Medical Recheck

(1) The Union agrees that the Employer shall have the right once each calendar year to send employees for medical re-checks and eye tests, the cost thereof, to be borne by the Employer.

(2) An employee shall have the right, upon receipt of the medical report or eye report, to provide evidence to the contrary at his/her own expense.

(3) In the event that the reports do not agree, differences may be settled in accordance with the Grievance Procedure and, in default of settlement at this stage, it shall be settled by an Arbitration Board formed of three (3) qualified medical practitioners. One (1) qualified medical practitioner shall be appointed by the Union within seven (7) calendar days of the end of the Grievance Procedure and one (1) qualified medical practitioner shall be appointed by the Employer within seven (7) calendar days of the end of the Grievance Procedure. Both of these appointees shall appoint a third (3rd) qualified medical practitioner who shall be the Chairperson of the Arbitration Board. In default of such appointment, either party may apply to the Minister of Labour for the Government of Canada for such appointment. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, then the decision of the Chairperson governs.

25:03 Laundering

(1) The Employer shall bear the cost of supplying and laundering one (1) pair of coveralls per week for each of the Motor Mechanics and Mechanic Helpers.

Page 2

By-law 82-119

(b) "City" means The Corporation of the City of Sudbury.

(c) "Council" means the Council of The Corporation of the City of Sudbury.

(d) "Employee" means employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 or Local 6 (Airport Employees).

(e) "Long Term Disability Plan" means a plan of insurance to be entered into with an insurer licensed under The Insurance Act of Ontario which provides for the payment of benefits to any employee who is totally disabled while in the employ of The Corporation of the City of Sudbury upon such terms and conditions as the policy of insurance shall provide.

(f) "Month" shall mean a calendar month.

(g) "Non-Accumulative Sick Leave Credit" means a per diem or portion thereof, allowance as provided by this by-law for sick leave absence after June 30th, 1982.

(h) "Regular Attendance" means the attendance of an employee at his duties for any month, on the days and during the hours for which his attendance is required during that month, according to the terms of his employment

(i) "Salary" means gross salary.

(j) "Service" shall mean all attendance and authorized leaves of absence but shall not include leave of absence without pay in excess of two (2) consecutive weeks.

SCHEDULE "B"

BY-LAW 82-119

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)

WHEREAS the Council of The Corporation of the City of Sudbury has resolved that The Corporation of the City of Sudbury provide Weekly Indemnity and Long Term Disability Plans for employees of the City of Sudbury who are members of the Canadian Union of Public Employees Local 207, Local 1662 or Local 6 (Airport Employees), such plans to be effective as of the first day of July, 1982;

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

1. DEFINITIONS

(1) In this by-law:

(a) "Accumulated Sick Leave Credit" means a per diem or portion thereof allowance as provided by By-law 73-17, as amended, for sick leave absences prior to July 1st, 1982 for employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 or Local 6 (Airport Employees).

(2) The Employer shall bear the cost of supplying and laundering two (2) shirts and two (2) pairs of pants per week for each Airport Operations Setviceperson, A.F.F.S. and each Airport Operations Setviceperson Lead Hand, A.F.F.S.

(3) **Gloves**

When considered necessary, the Employer will supply employees with rubber gloves.

(4) The Employer agrees to supply each employee with one (1) pair of winter gloves and one (1) pair of summer gloves on an annual basis. The quality and design of the gloves will continue as presently issued and will be provided by May 1st and October 1st respectively of any given year.

25:04 **Injury During Working Hours**

An employee, who on a working day is injured during working hours and is required on that day to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the employee's shift on that day at the employee's regular rate of pay without deduction from the employee's accumulated sick leave credits.

25:05 **Time Act**

Notwithstanding the Time Act, R.S.O. 1990 c.T.9., as amended from time to time where Daylight Saving Time is in effect at the Sudbury Airport and where any hour or other point in time is stated in writing in this Agreement or any question as to time arises in the interpretation, application, administration or alleged violation of this Agreement, the time referred to or intended shall be held to be Daylight Saving Time.

25:06 **Safety Footwear**

- (1) During the contract year April 1, 1999 to March 31, 2000 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its Regulations for Construction Projects will be in the amount of One Hundred and Ten Dollars (\$110.00) per annum.
- (2) During the contract year April 1, 2000 to March 31, 2001 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its Regulations for Construction Projects will be in the amount of One Hundred and Fifteen Dollars (\$115.00) per annum.

SCHEDULE "A"

JOB CLASSIFICATIONS AND RELATIVE WAGE RATES

Classification	April 1, 1999 Rates	April 1, 2000 Rates	April 1, 2001 Rates
Airport Operations Serviceperson A.F.F.S.			
Airport Operations Serviceperson (1 st 6 months)	17.52	17.87	18.23
Airport Operations Serviceperson (After 6 months)	17.96	18.32	18.69
Airport Operations Serviceperson (After 1 year)	18.81	19.19	19.57
Airport Operations Serviceperson A.F.F.S. - Leadhand	20.62	21.03	21.45
Airport Operations Serviceperson A.F.F.S. - Operating Snow Blower	19.16	19.54	19.93
Labourer	16.49	16.82	17.16
Mechanic III	20.64	21.05	21.47
Mechanic III (A.F.L.)			
Mechanic II	20.41	20.82	21.24
Mechanic II (A.F.L.)			
Mechanic I	17.64	17.99	18.35
Summer Student Employee	14.09	14.37	14.66

* A.F.F.S. {Aircraft Fire Fighting Services}

(3) During the contract year April 1, 2001 to March 31, 2002 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its Regulations for Construction Projects will be in the amount of One hundred and Twenty Dollars (\$120.00) per annum.

(4) The Safety Footwear Allowance will be paid out as a "non-taxable" allowance on the first full pay period in May of each year.

(5) The wearing of safety footwear must also be in conformance with the City of Sudbun Safety Policies. The same subsidy provisions will be provided to those Permanent and Probationary Employees designated by the Employer to wear safety footwear.

(6) Both Parties agree that the provisions of this Article do not apply to Summer Student Employees.

25:07 Tool Allowance

The Employer agrees to pay a Tool Allowance of Two Hundred and Sixty Dollars (\$260.00) for the contract year April 1, 1999 to March 31, 2000; Two Hundred and Seventy Dollars (\$270.00) for the contract year April 1, 2000 to March 31, 2001; and Two Hundred and Eighty Dollars (\$280.00) for the contract year April 1, 2001 to March 31, 2002 to each of the employees permanently classified as Mechanic I, Mechanic II or Mechanic III. Such amounts shall be paid on the second pay period in January of each year.

25:08 Interim Meetings

The Employer agrees that representatives of its Administrative Staff will meet with the Union from time to time during the term of the Collective Agreement to discuss problems arising with the administration of the Collective Agreement and to discuss any other problems which may further assist in improvement in Management-Union relations.

25:09 Union Representative

Both the Employer and the Union agree that the Union shall have the right at any time to have the assistance of a Representative of Canadian Union of Public Employees or an Executive Board Member when dealing or negotiating with the Employer. Such Representative shall have access to the office of the Department of Human Resources in order to investigate and assist in a settlement of a grievance.

2. Date the change will take effect;
3. The approximate number, type and location of employee(s) affected;
4. Affect the change is expected to have upon the employee(s).

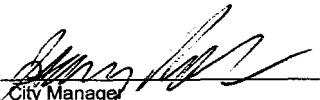
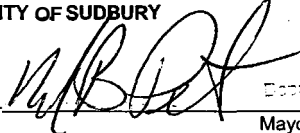
37:02 It is understood by the Parties that this clause will not override the provisions of any other clause in this Collective Agreement.

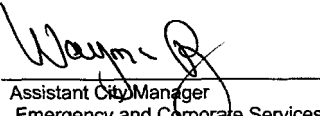

ARTICLE 38 - AGREEMENT - SIGNING AUTHORITIES

38:01 In witness Whereof the Parties hereto have set their hands and corporate seals to this Agreement.

DATED AT SUDBURY, ONTARIO THIS 7TH DAY OF ^{DECEMBER} 1999.

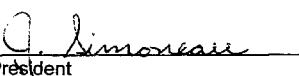

THE CORPORATION OF THE CITY OF SUDBURY

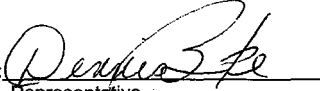
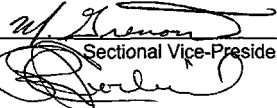
Per:  City Manager
 Per:  Mayor

Per:  Assistant City Manager
 Emergency and Corporate Services
 Per:  City Clerk

Per:  Labour Relations Officer

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6 (AIRPORT)

Per:  President
 Per:  Secretary

Per:  Representative
 Per:  Sectional Vice-President

Per:  Witness
 Per:  Witness

ARTICLE 26 - SCHEDULES, WAGE INCREASES AND PREMIUMS

26:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

- (1) Schedule "A" Job Classifications and Wage Rates
- (2) Schedule "B" Sick Leave By-law 82-119

26:02 1999 General Wage Increase

The wage rates in Schedule "A" to this Agreement will be increased by two percent (2%) effective April 1st, 1999, two percent (2%) effective April 1, 2000 and two percent (2%) effective April 1, 2001.

26:03 1992 Cost of Living Allowance (COLA)

The Cost of Living Allowance, hereinafter referred to as COLA, will be based on the Consumer Price Index Canada wide all items (1986=100) as published by Statistics Canada herein after referred to as the C.P.I.

The cumulative percent increase of all COLA adjustments for 1992 shall not exceed 5%.

In the event that the C.P.I. at the end of any one quarter is less than the C.P.I. at the end of the previous quarter resulting in a percentage decrease, wage rates will not be adjusted downward.

All calculations will be rounded to the nearest 2 decimal places.

The January 1, 1992 (first quarter) wage rates will be adjusted effective April 1, 1992 by a percentage increase equivalent to the percentage increase of the March, 1992 C.P.I. divided by the December 1991 C.P.I.

The April 1, 1992 (second quarter) wage rates shall be adjusted effective July 1, 1992 by a percentage increase equivalent to the percentage increase of the June, 1992 C.P.I. divided by the December, 1991 C.P.I. less the COLA adjustment made in the first quarter.

The July 1, 1992 (third quarter) wage rates shall be adjusted effective October 1, 1992 by a percentage increase equivalent to the percentage increase of the September 1992 C.P.I. divided by the December 1991 C.P.I. less the COLA adjustment made in the first and second quarter.

The October 1, 1992 (fourth quarter) wage rates shall be adjusted effective December 31, 1992 by a percentage increase equivalent to the percentage increase of the December 1992 C.P.I. divided by the December 1991 C.P.I. less the COLA adjustment made in the first, second and third quarters.

26:04 1993 Cost of Living Allowance (COLA)

The Cost of Living Allowance, hereinafter referred to as COLA, will be based on the Consumer Price Index Canada wide all items (1986 = 100) as published by Statistics Canada herein after referred to as the C.P.I.

The cumulative percent increase of all COLA adjustments for 1993 shall not exceed 5%.

There will be no COLA adjustments on wage rates in 1993 until and unless such time as the percent increase in the C.P.I. from December 1992 exceeds 1%.

In the event that the C.P.I. at the end of any one quarter is less than the C.P.I. at the end of the previous quarter resulting in a percentage decrease, wage rates will not be adjusted downward.

All calculations will be rounded to the nearest 2 decimal places.

The first quarter 1993 wage rates will be adjusted effective April 1, 1993 by a percent increase equivalent to the percent increase of the March, 1993 C.P.I. divided by the December 1992 C.P.I. less 1%.

The second quarter 1993 wage rates will be adjusted effective July 1, 1993 by a percent increase equivalent to the percent increase of the June, 1993 C.P.I. divided by the December, 1992 C.P.I. less 1% and less any COLA adjustment of the first quarter.

The third quarter 1993 wage rates will be adjusted effective October 1, 1993 by a percent increase equivalent to the percent increase of the September, 1993 C.P.I. divided by the December, 1992 C.P.I. less 1% and less any COLA adjustment of the first and second quarters.

The fourth quarter 1993 wage rates will be adjusted effective December 31, 1993 by a percent increase equivalent to the percent increase of the December, 1993 C.P.I. divided by the December, 1992 C.P.I. less 1% and less any COLA adjustment of the first, second and third quarters.

35:07 Workplace Safety Insurance Board Form 7

The Employer shall provide the injured worker and the Union with a completed copy of the Workplace Safety Insurance Board Form 7 - Employer's Report of Accident Injury or Industrial Disease at the same time the form is submitted to W.S.I.B.

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

ARTICLE 36 - LABOUR MANAGEMENT COMMITTEE

36:01 The Parties commit themselves to maintain good 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 and methods to improve relations and the delivery of services to the public.

36:02 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.

36:03 Committee Members shall receive a written agenda, approved by the Joint Chairpersons, at least forty eight (48) hours in advance of the meeting. Minutes shall be taken at each meeting and will be circulated for review by the Employer to the Committee Members as soon as possible following the meeting.

36:04 The Committee shall not have jurisdiction over any matters which pertain to the 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 Representative on the Committee shall not suffer a loss of pay for attending at the Committee meetings jointly attended by the Parties.

ARTICLE 37 - TECHNOLOGICAL CHANGE

37:01 In situations where change (eg. organizational, material, equipment, processes) will adversely affect an employee(s) by resulting in loss of employment or loss of basic wages, the employer will provide a minimum of thirty (30) days notice in writing to the employee(s) and the Union of the change outlining:

1. Nature of change;

ARTICLE 35 - HEALTH & SAFETY

35:01 Co-operation

The Union and Employer shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in any work for the Employer.

35:02 Committee

A Health and Safety Committee shall be established in order to improve safety standards, and be composed of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. Management and Union Representatives shall, to the extent possible, rotate every three (3) months. Chairmanship of the Health & Safety Committee shall alternate between Employer and Union representatives every six (6) months.

35:03 Meetings

The Health and Safety Committee shall hold meetings and will deal with all hazardous or dangerous acts and unsafe working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings, during their regular working hours and shall be paid straight time when not working. Copies of minutes of all Committee Meetings shall be sent to the Assistant City Manager of Engineering and Community Services, to the Union, and posted on Department Bulletin Boards.

35:04 Discipline

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

35:05 Reporting to Immediate Supervisor

The Immediate Supervisor shall be notified immediately of every accident, unsafe working condition or injury, and the Immediate Supervisor shall investigate and report to the Manager of Occupational Health and Safety who shall report to the Health & Safety Committee at its next Meeting, on the nature and cause of the accident and/or injury.

35:06 Tools & Safety Equipment

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.

26:05 The Parties hereto agree that the provisions contained in Article 26:03 and 26:04 regarding Cost of Living Allowance will remain dormant and inactive during the Term of this Agreement.

26:06 Retroactivity

The Employer agrees that the April 1, 1999 adjusted General Wage increase will be retroactive and will be paid to all persons who were in the employ of the Employer as of the renewal date.

26:07 Sanitary Sewer Waste or Raw Sewage

When directed by an Airport Operations Service person A.F.F.S. Lead Hand, or anyone in Airport Supervision, to perform duties in raw sewage or in drains that contain wastes that are coming from, or entering into, a sanitary sewer, the employee so directed shall be paid double time (2x) while so engaged.

26:08 Removal of Firefighting Duties

Should Firefighting duties be assigned to other personnel, present rates of pay illustrated in Schedule "A" of this Agreement shall be renegotiated to rates similar to those paid to like positions within other City Departments under the jurisdiction of Canadian Union of Public Employees, Local 6. Such renegotiations shall take place within thirty (30) calendar days of the aforesaid assignment.

ARTICLE 27 - RETIREMENT AND PENSION PLANS

27:01 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 pension and/or retirement allowance to which they are entitled under Retirement By-law #57-78.

27:02 The Pension Plans established under the Canada Pension Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Employer and the Union.

ARTICLE 28 - VALIDITY OF AGREEMENT

28:01 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 deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.



ARTICLE 29 - TERM OF AGREEMENT

- 29:01 This Agreement shall be in effect from the 1st day of April, 1999 and shall remain in effect until the 31st day of March, 2002, and, unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.
- 29:02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.
- 29:03 If notice of amendments or termination is given by either Party pursuant to Article 29:02, the other Party if requested to do so, agrees to meet for the purpose of negotiations within twenty (20) days from receipt of the said notice, provided that the party giving the notice, if requested by the other Party, shall consent to a reasonable extension to the twenty (20) day period.

ARTICLE 30 - REPORTING PAY

- 30:01 An employee who reports for work on a scheduled working day and who has not been previously notified not to report and is sent home because of inclement weather, shall be guaranteed a minimum of four (4) hours pay at his/her regular rate.

ARTICLE 31 - CONTRACTING OUT

- 31:01 The Parties hereto agree that there shall be no restriction on Contracting Out by the Employer of its 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 portions of work or services of a kind now performed by members of this Bargaining Unit.

ARTICLE 32 - DEFINITIONS

- 32:01 **BASIC RATE:**
is the rate of pay for the permanent Job Classification of the employee.
- 32:02 **PERMANENT EMPLOYEE:**
means an employee who has successfully completed the maximum probationary period of three (3) months in the service of the Employer.
- 32:03 **PROBATIONARY EMPLOYEE:**
means an employee who is serving a maximum probationary period of three (3) months with the Employer prior to being considered a Permanent Employee.
- 32:04 **REGULAR RATE:**
means the rate of pay for the job classification in which an employee is presently working.
- 32:05 **SUMMER STUDENT EMPLOYEE:**
means an employee who is employed only for and during the time period of May to September 30 of any given year. A Summer Student Employee shall be hired for the purpose of performing only Labourer work. The employment of such an employee may be terminated at any time without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4:01 (a) hereof as the basis of termination. In any case the employment of such employee shall be terminated no later than September 30 of each year.

ARTICLE 33 - DISCIPLINE

- 33:01 Whenever the Employer deems it necessary to censure or discipline an employee for just cause, the employee will be so advised in advance. The employee may request the presence of a Union Steward if he/she so wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the Secretary of the Union.

ARTICLE 34 - NOTIFICATIONS

- 34:01 The Union shall be notified at least monthly of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.