

**THIS COLLECTIVE BARGAINING AGREEMENT**, made and entered into this 5th day of January, 2002.

**B E T W E E N:**

**THE CITY OF GREATER SUDBURY**

Hereinafter called the "**Employer**"

**OF THE FIRST PART**

**A N D**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #4705  
OUTSIDE (SERVICE AND MAINTENANCE) UNIT, C.L.C.**

Hereinafter called the "**Union**"

**OF THE SECOND PART**

**ARTICLE #1:00 - PURPOSE**

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

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

**ARTICLE # 2:00 - SCOPE**

**2:01** This Agreement shall apply to all Employees of CGS save and except Forepersons and Assistant Arena Managers, Airport Manager and persons above the rank of Forepersons, Assistant Arena Managers, and Airport Manager, Arena Ushers and Usherettes, Canteen/Concession staff, Arena Security Guards, Rink Supervisors, Rink Rats, Ice Boys, Student Arena Operator, Student Arena Helper, Rink Helper, Student Arena Caretaker, Student Arena Maintenance, Junior Arena Maintenance person, persons engaged in fire prevention and protection services, and Employees included and excluded under a subsisting Collective Bargaining Agreement between CGS and the Canadian Union of Public Employees and its various Locals, Ontario Nurses' Association, or the International Association of Fire Fighters.

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

**ARTICLE #3:00 - 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 #4:00 - DISCRIMINATION**

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

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

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

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

**ARTICLE #5:00 - RESPONSIBILITY OF EMPLOYEES**

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

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

**5:03** It shall be the responsibility of all Employees to notify their immediate Supervisor within five (5) working days of any change in the Employee's address or telephone number.

**ARTICLE #6:00 - EMPLOYER RIGHTS**

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

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

**6:02** The Employer agrees that these functions shall be executed in a manner

consistent with the terms and provisions of the Collective Bargaining Agreement and subject to the right of the Employee or the Union to lodge a grievance as set forth herein.

**ARTICLE #7:00 - NO STRIKES OR LOCKOUTS**

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

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

**7:03** The words "strike" and "lockout" shall be defined as in *The Ontario Labour Relations Act*, as amended from time to time.

**ARTICLE #8:00 - GRIEVANCE PROCEDURE:**

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

**8:01(2)** All Grievances shall be in writing and all replies to all stages shall be in writing. Working days as referred to in this Article shall mean a day other than Saturday, Sunday, or a Specified Paid Holiday under Article #18.

**8:02** **Stage One**

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

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

**8:03** Any Employee's Complaint which is not settled by his/her Supervisor within three (3) working days of the lodging of the Complaint, shall then commence at Stage Two of the Grievance Procedure.

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

**8:04** The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee from the membership of the Outside Service and Maintenance Bargaining Unit, who shall be Employees of the Employer. The Members of such a Committee shall be communicated to the Employer by CUPE and its Local 4705.

**8:05(1)** The aggrieved Employee(s) shall submit the written Grievance to a member of the Union Grievance Committee. The Union Grievance Committee shall determine if the Grievance is justified and whether both the Union and the aggrieved Employee(s) wish to proceed to Stage Two. The Grievance may then proceed, provided that no more than twenty (20) working days have elapsed since the occurrence of the alleged Grievance.

**8:05(2)** An Employee Grievance must be signed by the aggrieved Employee and a General Grievance must be signed by the President and Secretary of the Union or their appointees and must also indicate the specific redress sought.

**8:06** **Stage Two**

A member of the Union Grievance Committee shall take the written Grievance to the appropriate Director or his/her designate, who shall, within ten (10) 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.

**8:07** **Stage Three**

The Union Grievance Committee shall consider the Grievance and the Employer's reply at Stage Two and decide within five (5) working days whether to proceed with the Grievance to the respective General Manager or his/her designate. If the Grievance Committee wishes to proceed, the General Manager or his/her designate shall, within ten (10) working days, meet with not more than three (3) members of the Grievance Committee during normal working hours to discuss and attempt to settle the Grievance within fifteen (15) working days of notification by the Grievance Committee. Failing settlement at this Stage within ten (10) working days from the arranged meeting, Stage Four may be invoked.

**8:08** **Stage Four**

The Union Grievance Committee of not more than four (4) members who may be accompanied by a National Representative and/or designate and/or Legal Counsel may then take the matter up with the Chief Administrative Officer and the Director of Human Resources, or their designates. A meeting shall take place within twenty (20) working days from receipt of notification from the Grievance Committee for a meeting between the respective parties. Failing settlement at this meeting within ten (10) working days of receipt of the decision as submitted by the Chief Administrative Officer or his/her designate, then the matter may be referred to Arbitration as provided in Article # 9, provided that not more than thirty (30) working days have elapsed since the date of the decision by the Chief Administrative Officer, or his/her designate. When the alternates are designated, they shall have authority to resolve the grievance in question.

**8:09** **General Grievances**

**8:09(1)** It is understood that there is no General Grievance until the Director of Human Resources and the General Manager or their designates concerned has had an opportunity to adjust the Complaint. Such Complaints to be satisfactorily settled within five (5) working days from receipt of the Complaint or it may then be immediately implemented under Article 8:08, Stage 4.

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

**8:09(3)** Any Grievance by the Employer or the Union as provided under Article 8:09 shall be filed within 60 working days of the occurrence.

**8:10** **Discharge, Suspension and Discipline Cases**

A Permanent Employee may be discharged, suspended or disciplined for just cause. Whenever the Employer deems it necessary to censure or discipline an Employee for just cause, the Employee will be so advised in advance. The Employee may request the presence of a Union Steward. A copy of the written confirmation of the censure or discipline

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

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

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

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

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

**8:15** An Employee, upon written request to the Director of Human Resources, may view the contents of his/her Personnel file in the Human Resources Division at a time mutually convenient. An Employee may also, upon written request to the Director of Human Resources, authorize a Union Representative to view the Employee's Personnel File in the Human Resources Division at a time mutually convenient. Copies of any documents contained in the Personnel File may be released to the Employee upon written request by the Employee to the Director of Human Resources, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

#### **ARTICLE #9:00 - ARBITRATION**

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

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

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

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

**9:05** Each Party shall pay the fees and expenses of its Nominee to the Board of Arbitration, and one-half (½) of the fees and the expenses of the Chairperson.

**ARTICLE #10:00 - UNION SECURITY**

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

**10:02** The Employer agrees to deduct Union Dues from the earnings of each Employee in the amount certified by the Treasurer of the Union.

**10:03** The Employer agrees to deduct the amount of dues from each payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union no later than seven (7) calendar days after which the dues are deducted.

**10:04** The Treasurer of the Employer when remitting the dues deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, also showing any additions or deletions in staff. This statement will also indicate the status of the Employees by showing whether an Employee is Permanent, Part Time, Probationary, Temporary or Student.

**10:05** 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 - City of Greater Sudbury Council**

A copy of the Agendas and Minutes of the City of Greater Sudbury Council Meetings shall be mailed to the President, Section Chair and the Secretary of the Local Union as soon as they become available.

**ARTICLE #11:00 - SENIORITY**

**11:01** Seniority for Permanent Full Time Employees is defined as the length of continuous service in the employ of the Employer within the Bargaining Unit. Seniority for Part Time Employees shall be by number of hours worked exclusive of overtime within the Bargaining Unit. Seniority shall operate on a Bargaining Unit wide basis.

Therefore, the Parties recognize:

- (a) The right of the Employees to fair and just consideration for vacancies in light of their length of continuous service and their qualifications;
- (b) The right of the public to be served by qualified persons.

Therefore, the Parties agree that:

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

- (a) Length of continuous service (seniority);
- (b) Efficiency, knowledge, and ability of the Employee, and the qualifications as contained in the job descriptions.

When factor (b) is relatively equal in the judgment of the Employer, which judgment

shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

**11:01(1)(a)** Should circumstances require a reduction of Employees, Temporary Employees, Probationary Employees and Casual/Seasonal Part Time Employees in the Bargaining Unit shall be released first. If a further reduction of Employees is required, Regular Part Time Employees shall be laid off first, and then commencing with those Permanent Full Time Employees with the least seniority. Regular Part Time Employees cannot use this provision to change their Employment status from Part Time to Full Time.

**11:01(1)(b)** A Regular Part Time Employee shall be deemed laid off under this Agreement when their reduction in scheduled hours over twelve (12) consecutive weeks is equal to or greater than twenty-five (25%) percent. Other hours (i.e.: call-ins) shall not be considered in determining if a layoff of Regular Part Time Employees has occurred.

**11:01(2)** When Permanent Full Time and Regular Part Time Employees are laid off under this Article and positions again become available with the Employer, the Permanent Full Time Employees shall be called back in accordance with Article 8:01(1) on a seniority basis, prior to recalling the Regular Part Time Employees. Regular Part Time Employees shall then also be called back in accordance with Article 8:01(1).

**11:01(3)** Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Probationary, Casual/Seasonal Part Time or Temporary Employees who are released under this Article.

**11:01(4) Notice of Layoff**

A notice of lay-off shall be given in accordance with the terms of *The Employment Standards Act*. If the Employee laid off has not had the opportunity to work the period of notice of lay-off, he/she shall be paid in accordance with *The Employment Standards Act* and amendments thereto.

**11:01(5) Notice of Recall**

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

**11:01(6) Bumping Procedure**

**11:01(6)(1)** An Employee in receipt of a lay-off notice or who is displaced from his/her position may exercise the right to bump an Employee with less seniority provided that the Employee exercising bumping rights meets the qualifications as contained in the job description for the position the Employee is selecting. The right to bump includes the right to bump up within a class (i.e.: not Part Time to Full Time).

**11:01(6)(2)** At the Employee's request, a Representative of the Human Resources Division will meet with the Employee to review and assist the Employee in the selection of a position.

**11:01(6)(3)** It is agreed and understood that the Employee may request the presence of a Union Representative at the meeting with a Representative of the Human Resources Division. If such a request is made the request will be granted.

**11:02(1)** A Seniority List of all Permanent Full Time Employees covered by this Agreement shall be posted in January each year. The List will show all Permanent Full Time 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. The List will show each Part Time Employee's seniority as hours worked, exclusive of overtime, beneath the listing for Full Time Employees. Regular Part Time Employees shall be shown first, and Casual/Seasonal

second, with each Employees' status (Regular or Casual/ Seasonal), the Employee's number, name, job classification, and date of latest entry into the employ of the Employer also shown. Part Time Employees' seniority shall be shown on each publication of the Seniority List once the procedure is automated, and calculated as required in the interim. The Employer agrees to publish a complete seniority list of Part Time Seniority dates within six (6) months of ratification of this Agreement, to allow a mechanism for Seniority Challenges. Should a Part Time Employee be the successful applicant to a Permanent Full Time posting, a seniority date crediting Part Time seniority will be established on the Employee's transference to Full Time, based on one year equalling 2080 hours worked. The reverse calculation will be done for Full Time Employees who bid/bump successfully to Regular Part Time Positions. Copies of this Seniority List will be posted on all Bulletin Boards and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a second Seniority List upon written request.

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

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

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

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

**11:05** **Application of Seniority for Temporary Employees**

**11:05(1)** That only the temporary employment up to a maximum of one (1) year immediately preceding and consecutive with (i.e. no break in service) being hired as a Probationary Employee will be recognized.

**11:05(2)** The probationary period will continue as outlined in the Collective Bargaining Agreement from the date of hire as a Probationary Employee. Benefits applications are to be as outlined in Article #25:01(2).

**11:05(3)** Vacation Pay received during the applicable temporary employment period shall be either:

- (a) paid back to the Employer as:
  - (i) a lump sum, or;
  - (ii) a pre-arranged and approved series of no more than four (4) payments within a one hundred and twenty (120) calendar day period from the date of being hired as a Probationary Employee, or;
- (b) kept by the Employee, in which case the Employee will only accrue vacation credits from their date of hire as a Probationary Employee.



**11:05(4)** Temporary Employees do not have any seniority or seniority rights while they are Temporary Employees.

**11:06** Should two (2) or more Employees have an identical seniority date, their seniority dates will remain unchanged, but their ranking on the list will be determined by the length of total Temporary Service with the Employer. Should two (2) or more Employees with the same seniority date also have equal lengths of total Temporary Service with the Employer, then their ranking shall be determined by a random draw of numbers, with the Employees involved being present.

#### **ARTICLE #12:00 - LOSS OF SENIORITY**

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

- (1) Voluntary resignation.
- (2) Discharge for just cause.
- (3) Failing to report as required by Article #11 - 11:01(5) of this Agreement.
- (4) Those Employees with up to and including five (5) years of employment are to receive twelve (12) months' recall rights; and those Employees with greater than five (5) years of employment are to receive twenty-four (24) months' recall rights.
- (5) Absent without leave for any period in excess of five (5) consecutive working days.

#### **ARTICLE #13:00 - JOB POSTING**

##### **13:01 Job Postings**

**13:01(1)** All vacant positions, newly created positions, and positions of a limited duration, except the position of Utilityperson, within the coverage of this Agreement, shall be posted on all applicable Bulletin Boards, for a minimum posting period of five (5) working days. During the job posting period, Permanent Full Time Employees will have the first opportunity to apply and be duly considered for such Job Posting. The provisions of Article 11:01 shall not apply to Utilityperson vacancies.

Should there be no successful applicants to the Job Posting from Permanent Full Time Employees, then second consideration shall be given Regular Part Time Employees, third consideration shall be given to Probationary Full Time Employees, fourth consideration shall be given to Probationary Part Time, Casual/Seasonal Part Time, and Temporary Employees, and fifth consideration shall be given to non-Employees. It is agreed and understood that Part Time, Probationary and Temporary Employees have the opportunity to submit an application for a Job Posting when initially posted.

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

##### **13:02 Posting Contents**

**13:02(1)** The Job Posting notice shall contain the following information: job classification,

initial section, initial reporting depot, minimum qualifications, shift and wage rate. A Job Posting notice as hereinbefore mentioned shall be in conformance with the Job Description and qualifications as previously agreed upon between the Employer and Union. Any changes in duties or qualifications will be discussed with the Union prior to implementation.

**13:02(2) Posting Period**

The posting period shall begin within seven (7) calendar days of the date the vacancy occurs, and the notice will be reposted after the selection period of seven (7) calendar days following the removal of the Notice of Posting, for a seven (7) calendar day period, naming the successful applicant, if any.

**13:02(3) Trial Period**

A Successful Applicant to a Job Posting shall be placed on an appropriate Trial Period of up to a maximum of three (3) months. Upon completion of the said trial period and if the Employees performance has proved satisfactory, the successful applicant's position shall be confirmed.

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

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

Any other Employee promoted or transferred because of re-arrangement of positions shall also revert to the Employee's former job classification held immediately preceding the Employee's selection or appointment 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.

**13:02(6) Limited Position**

- (a) A Limited position shall mean a position which is for a limited duration not to exceed a seven (7) months or such longer period as may be mutually agreed upon between the Employer and the Union.
- (b) It is understood that if the cause of the Limited posting is a Pregnancy or Parental Leave, that the above Limited posting shall not exceed twelve (12) months.
- (c) If the Limited position is caused by occupational/non-occupational illness/injury, the Employer may designate on the posting that it may extend beyond seven (7) months. If the vacancy is subsequently filled by a Permanent Full Time Employee, the Employee may remain in the position, without reposting, until the earlier of the injured/ill Employee's return to work, or thirty (30) months. The same would apply to those position(s) posted to backfill the successful candidate(s). However, if the vacancy is filled by a Temporary or Part Time Employee and the injured/ill Employee has not returned to work within seven (7) months, the vacancy must be reposted under the terms of Article 13:01(1).
- (d) The Employer is not required to release the Temporary Employee in (c) above (if unsuccessful in their second application) until the posting is awarded.

**13:02(7) Limited Postings**

The Job Posting with regard to a Limited Position shall indicate the estimated probable duration of such Posting, and the successful applicant shall be paid the then current rate for any Statutory Holidays as outlined and subject to Article #18 and for any of his/her vacation or sick leave periods which may occur during his/her tenure of the Limited posting.

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

**13:02(9) Job Training Program**

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

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

**13:03(2) Rates of Pay**

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

**13:04 Employee Relocation - Polling**

**13:04(1)** The Parties agree that when a vacancy exists in any classification, Employees holding that permanent classification, even those in another limited posting at the time of the vacancy, will be polled in order of seniority to move to the vacant position(s), and the last vacancy created by said polling will subsequently be posted

**13:04(2)** Should an Employee in the Utilityperson classification wish to relocate to another Reporting Depot and/or Section, he/she shall make such request, in writing, to the Director of Operations or designate for consideration of transfer before new Employees are considered for the new Utilityperson vacancy.

**ARTICLE #14:00 - LEAVE OF ABSENCE**

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

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

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

**14:02(3)** The Employer agrees to keep salaries and benefits whole for those Permanent Employees who request and are granted unpaid Leaves of Absence for Local Union Business, provided the Union promptly reimburses the Employer, upon receipt of billing from the Employer, for all regular wages paid to these aforementioned Employees for the first fourteen (14) consecutive days of absence, and for all regular wages paid, Employer contributions to O.M.E.R.S., C.P.P. and one-half (½) of the applicable vacation percentage, and all benefit premium costs paid by the Employer for said Leaves of absence in excess of two (2) weeks.

**14:02(4)** With the exception of conventions, Permanent Employees who request and are granted Unpaid Leaves of Absence for Union Business other than the City of Greater Sudbury - CUPE and its Local 4705 Outside Service and Maintenance or OCT Bargaining Unit Collective Bargaining Agreements, the Union shall upon receipt of billing from the Employer, remit all regular wages and Employer O.M.E.R.S. contributions paid to or on behalf of these Employees to the Employer. Should the aforementioned Leave of Absence be in excess of fourteen (14) consecutive days, provisions of Article #14:02(3) shall apply.

**14:03** Six (6) duly appointed delegates shall be granted Leave of Absence without pay and without loss of seniority to attend conventions of the Union upon thirty (30) days written notice by the Union. The Union shall endeavour to allocate appointed delegates as evenly as possible between the various Sections.

**14:04(1) Personal Leave Days**

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

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

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

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

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

**14:04(6) Military Leave**

**14:04(6)(a)** Any Employee now serving or who hereafter is conscripted to serve in the Armed Forces shall, during his/her absence while on Military Service, be granted an Unpaid Military Leave;

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

**14:05(1) Jury and Witness Duty Leave**

Employees subpoenaed to act as jurors or witnesses in Criminal or Civil Court or a Coroner's Inquest shall be granted Leave of Absence for such purpose. The Employee shall be entitled to the Jury or Witness Duty Fee or his/her full salary for the period required, whichever is the greater. To qualify for the full salary, the Employee must remit to the Employer the amount of his/her Jury or Witness Duty Fee. The Employee shall retain any travel expenses which have been paid to him/her. This leave shall not be payable to Employees acting as a party filing a claim in a civil proceeding.

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

**14:05(3) Traffic Violations**

An Employee who is charged with an offence under *The Traffic Act*, while operating a 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.

**14:06 Voting Leave**

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

**14:06(2)** The Employer will comply with applicable legislation related to affording Employees the required clear time prior to poll closing to vote in Federal, Provincial or Municipal Elections. In providing such clear time, should the Employer have to terminate the Day Shift hours prior to the normal quitting time of 4:30 p.m. as provided in Article #20:01(1), such Day Shift Employees shall be paid as if they worked their full day shift under Article #20:01(1).

**14:07** Unless otherwise stated in this Article, seniority accrues for all Permanent Full Time Employees, and seniority is maintained for all Part Time Employees during all approved Leaves of Absence detailed in Article 14:00. It is understood that Union leaves shall be considered as straight time hours worked for purposes of Part Time seniority accumulation.

**ARTICLE #15:00 - PREGNANCY LEAVE**

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

Pregnancy Leave, and the subsequent return to employment, must conform to the provisions of *The Employment Standards Act*, R.S.O. 2000 and amendments thereto.

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

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

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

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

**ARTICLE #16:00 - PARENTAL LEAVE**

**16:01** Parental Leave, and the subsequent return to employment, must conform to the provisions of *The Employment Standards Act*, R.S.O. 2000 and amendments thereto.

**ARTICLE #17:00 - ADOPTION LEAVE**

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

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

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

**17:03(1)** Effective March 1st, 1992, the Employer will contribute the difference between the E.I. Weekly Benefit Rate and seventy-five (75%) percent of the Employee's regular earnings at the commencement date of the leave. The Allowance is to continue only when the Employee is in receipt of E.I. for Parental Leave purposes and will be limited to the maximum twenty (20) week period.

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

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

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

**17:03(4)** The Employer will continue benefits as outlined under Article #25:01 for the aforementioned twenty (20) week period.

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

**17:03(6)** An Employee on Pregnancy Leave shall not receive Sick Leave Pay.

**ARTICLE #18:00 - SPECIFIED PAID HOLIDAYS**

**18:01** All Permanent, Probationary and Temporary Full Time Employees shall be paid a normal working day's pay at their regular rate for each of the following Specified Paid Holidays, except as otherwise provided under Article #18:03. Permanent Full Time Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

- |                   |                 |
|-------------------|-----------------|
| 1. New Year's Day | 2. Good Friday  |
| 3. Easter Monday  | 4. Victoria Day |

- 5. Canada Day
- 6. Civic Holiday
- 7. Labour day
- 8. Thanksgiving Day
- 9. Remembrance Day
- 10. Christmas Day
- 11. Boxing Day

**18:02** In addition to the above-noted Specified Paid Holidays, any other holidays proclaimed by the Lieutenant-Governor, or Governor-General shall be subject to the provisions of this Article.

**18:03** In the event that a Specified Paid Holiday falls on a day set out hereunder, the

following Schedule of Day Off in Lieu with Pay shall be observed:

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

**18:04(1)** Employees called upon to work on any of the Holidays provided for under Articles #18:01 or #18:03 shall, in addition to the day's pay for which they are entitled to be paid, be paid at one and one-half (1½) times their regular rate of pay for all hours worked with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.

**18:04(2)** Employees on Standby Duty or Employees called out to work for emergency situations on any of the Specified Paid Holidays under Article #18 shall in addition to the day's pay under Article #18, be paid one and one-half (1½) times their regular rate for all hours worked with a guaranteed minimum of four (4) hours pay for four (4) hours work or less. The foregoing is subject, however, to a maximum of eight (8) hours pay at one and one-half (1½) times their regular rate for three (3) or more call-outs in any Day Shift, Afternoon Shift or Night Shift.

**18:05** An Employee to qualify to be paid for a Holiday or Proclaimed Holiday must work his/her regular shift before and after such Holiday unless said Employee is on Annual Vacation, sick leave of absence with pay, or excused from duty by his/her Director or his/her designate.

**18:06** Employees in receipt of Workplace Safety & Insurance Board benefits on the day observed as a Specified Paid Holiday, shall be entitled to be paid the difference of their basic net pay for such day and the amount paid by the Workplace Safety & Insurance Board for the Specified Paid Holiday.

**ARTICLE #19:00 - ANNUAL VACATION**

**19:01(1)** Every Permanent Full Time Employee who has completed one (1) year or more of

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

**19:01(2)** Notwithstanding 19:01(1) hereof, any Permanent Full Time Employee who has completed four (4) or more years of continuous service with the Employer on December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER one hundred and sixty (160) hours pay at his/her basic rate of pay in effect on the commencement of his/her period of absence OR eight (8%) percent of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

**19:01(3)** Notwithstanding 19:01(1) and (2) hereof, any Permanent Full Time Employee who has completed nine (9) or more years of continuous service with the Employer on December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred (200) hours at his/her basic rate of pay in effect on the commencement of his/her period of absence OR ten (10%) percent of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

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

**19:01(5)** Notwithstanding 19:01(1), (2), (3) and (4) hereof, any Permanent Full Time Employee who has completed twenty-four (24) or more years of continuous service with the Employer on December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during seven (7) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred and eighty (280) hours at his/her basic rate of pay in effect on the commencement of his/her period of absence OR fourteen (14%) percent of the total wages of the Employee earned in the next preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

**19:02(1)** Permanent Full Time Employees and Probationary Full Time Employees, upon termination of employment, will be entitled to be paid their Annual Vacation Accruals under their personal applicable Section of Article #19:01(1), (2), (3), (4) and (5).

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

**19:03** Should a Specified Paid Holiday fall in a vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and his/her respective General Manager or designate.

**19:04** Requests for Advance Annual Vacation Pay must be in conformance with the Employer Policy and Form as attached to and forming part of this Agreement as Appendix "A".



**19:05**      **Vacation Pay**

Notwithstanding anything in the Collective Bargaining Agreement to the contrary, the Employer shall in each year, pay each Permanent Full time Employee any difference between the percentage vacation pay and the straight time vacation pay to which the Employee is entitled for that year under Article #19 of this Collective Bargaining Agreement, on the first pay day in May.

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

**19:06**      **Pro-Rating - Specified Paid Holidays and Vacations**

**19:06(1)**      Notwithstanding any other Article in this Collective Bargaining Agreement, a Permanent Full Time Employee will cease to earn vacation credits or be eligible for Holiday

Pay when:

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

**19:06(2)**      The carry-over of vacation for those unable to take vacation due to extended illness/accident absence will be applied as follows:

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

**19:07**      A Permanent Full Time Employee's vacation can only be cancelled if Management notifies the Employee in writing at least thirty (30) calendar days prior to the scheduled commencement of said vacation, except in cases of disaster or immediate extreme emergency.

**19:08**      Once the Employer has determined the vacation allocations and staff requirements for each work area for the year, those disputes between Employees as to the scheduling of their vacations within the allocations available and in keeping with staffing requirements these will be resolved on the basis of seniority.

**ARTICLE #20:00 - HOURS OF WORK**

**20:01(1)(i)**      The normal work week for all Employees, except employees of the Plants Section, shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 8:00 a.m. nor finish later than 4:30 p.m. No eight (8) hour Shift shall be spread over a period longer than eight and one-half (8½) hours, with one-half (½) hour off for lunch. Except as hereinafter provided, the hours of work shall be from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m.

**20:01(1)(ii)**      Notwithstanding Article #20:01(1)(i), Employees in keeping with the immediate efficiency of operation may have their Unpaid Lunch Period adjusted by their Immediate Supervisor to be any thirty (30) consecutive minute period to commence between 11:30 a.m. and 1:00 p.m. (11:00 a.m. and 12:30 p.m. for Employees who are regularly employed in the

Plants Section, except Regular Shift Employees).

Should these Employees have been unable to take their Unpaid Lunch Period during the regular time or within the flexible period then Overtime as specified under Article #21:06) will apply.

**20:01(2)** Employees, on the direction of their Immediate Supervisor, shall be granted a rest period of no longer than fifteen (15) minutes duration, in the first and second half of each Shift.

**20:01(3)** The normal work day for Permanent Full Time, Probationary Full Time and Temporary Employees who are regularly employed in the Plants Section Public Works Delivery Person and Parking Section, except those who are Regular Shift Employees, shall be from 7:30 a.m. to 4:00 p.m. Monday to Friday with a one-half (½) hour unpaid lunch. The provisions of Articles 20:01(1)(ii), and 20:01(2) shall apply to these Employees.

**20:01(4)** Notwithstanding the normal hours of work identified in Article 20, Employees of the Operations Division may be required under emergency conditions to work an eight (8) hour shift within each twenty-four (24) hour period at their regular rate plus shift differential, if applicable. Emergency conditions shall include only work of an emergent nature and shall not include work which can readily be performed during normal hours of work.

For the purpose of this Article - "Emergency Conditions" includes conditions which place the Employer in a position of liability requiring preventative action to prevent Corporate loss, property damage or insurance claims.

**20:02 Winter Control Shifts**

This shall apply to Employees assigned to snow plowing, snow loading, sanding and salting operations during the Winter Control Period. The Winter Control Period shall begin no later than December 1st, and shall not end before March 31st. These Employees shall have a regular work week from Sunday midnight to Friday midnight. Within this period, Employees will work an eight (8) hour shift within each twenty-four (24) hour period at their regular rate plus Shift Differential. For work performed on Saturdays, Employees shall receive time and one-half (1½) and for work on Sundays, double (2) time.

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

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

For Employees holding an Operator B classification, route selection within each section shall be on the basis of seniority.

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

Employees in the classifications of Truck Driver-One Person Multi-Function Operator, Truck Driver Salt/Sand Spreader and Truck Driver Snow Plowing (2 person) assigned to Winter Control Operations, shall be paid at the rates of pay for these classifications for the full period of Winter Control.

**20:03 Provisions Specific to Garbage Collection Crews**

**20:03(1)(a)** The Parties hereto agree that the Employer will continue its garbage operations on a task system basis for the duration of this contract with a work week of Tuesday, Wednesday, Thursday and Friday.

**20:03(1)(b)** When there is a mechanical failure or a failure on the part of the Employer, and the Employees are required to work in excess of ten (10) hours, they shall be paid overtime as provided herein. Each route must be completed each day. The starting time for crews shall be 6:00 a.m. This starting time may be varied for reasonable cause to any other time mutually agreed to.

**20:03(2)** The Employer agrees that providing the conditions of employment remain the same as present and within the terms of this Collective Bargaining Agreement then all Garbage Truck Drivers will be paid forty-eight (48) hours straight time for a forty (40) hour work week and all Garbage Collectors will be paid forty-four (44) hours straight time for a forty (40) hour work week. One Person Refuse Packers working outside the boundaries of the former City of Sudbury will be paid forty (40) hours straight time for a forty (40) hour work week, based on a work week of eight (8) hours per day, Monday to Friday.

**20:03(3)** Both Parties agree that should Canada Day occur on a Tuesday, Wednesday, Thursday or a Friday, Garbage Collection Crews will be required to work on the Saturday following the holiday. Work will be performed at overtime rates on a voluntary basis. If the actual compliment of crews cannot be made of regular sanitation Employees, the overtime will be offered to Employees in other classifications.

**20:03(4)(a)** The basic hours of work and conditions for Garbage Truck Drivers and Garbage Collectors are those as contained in Article 20 - HOURS OF WORK with reference to operation of garbage collection equipment currently owned by the Employer. The Union agrees and understands that each Garbage Collection Task Crew is still to go out and complete its daily task of Garbage Collection even if at the commencement time for its shift there are less than three (3) Employees available for its crew. The Employer will attempt to get the number of Employees necessary to complete the three (3) Employee Task Crew out to the Task Crew concerned by approximately 9:30 a.m. Failure on the part of the Employer to complete the three (3) Employee Task Crew by approximately 9:30 a.m. will result in each Employee on the Task Crew who commenced the shift at the proper commencement time getting paid one (1) extra hour at the applicable overtime rate for the day concerned.

**20:03(4)(b)** It is recognized that the delivery of garbage collection services will be in a transitional period which will involve modification in routes, equipment and personnel.

**20:03(4)(c)** During this period and in recognition that both Parties realize the importance of efficient delivery of services, it is agreed that a Joint Committee of the Union and the Employer shall review the accumulated data with the objective of implementing modifications which will continue to improve efficiency in the system.

**20:03(4)(d)** When adjustments in the collection crews are implemented, the Employer agrees that there shall be no lay-off or termination of Permanent Employees as a direct result of such adjustments.

**20:03(4)(e)** The Employer further agrees that any Employee permanently classified as a Garbage Collector or Garbage Truck Driver who is reassigned as a result of such adjustments shall maintain the hourly rate of pay of that former classification.

**20:03(5)** Short term relief or daily promotion will be done within the garbage collection workforce of a particular reporting depot and in accordance with Article 24:01. The Employer would offer the position to Employees according to seniority and that are qualified to work within a Garbage Collection Crew. If short term relief is not available within the garbage collection workforce then the Employer would meet its requirements with Employees from the applicable reporting depot.

**ARTICLE #21:00 - OVERTIME**

**21:01** Compensation at the rate of time and one-half (1½) of the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article #20 - HOURS OF WORK.

**21:02** Compensation at the rate of two (2) times the regular rate per hour shall be paid for all work performed on Sunday with a guaranteed minimum of four (4) hours pay at double (2) time, for four (4) hours work or less. The provisions of this paragraph shall not apply to the normal daily hours of work of the Regular Shift Employee provided said Employee is scheduled to work his/her Regular Shift on the Sunday concerned.

**21:03** Employees called upon to perform work not continuous with their Regular Shift shall be entitled to a minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate. This provision shall not apply when pay is received under Article 21:02, with the exception of work running continuously from a Sunday into a Monday.

**21:04** Employees are not required to have worked their eight (8) hours per day or forty (40) hours per week before being entitled to the prevailing overtime rates as aforementioned.

**21:05(1)(i)** Overtime hours will be made available as equitably as possible among the Permanent and Probationary Employees in each area section as per Employee classification. Such overtime shall be offered to Permanent and Probationary Employees in each area section before Temporary Employees or Employees outside the Scope of this Agreement are considered.

**21:05(1)(ii)** Notwithstanding Article #21:05(1)(i), initially overtime work which is continuous to an Employee's regular work day shall be made available to those Full Time Employees who fall within the Scope of this Collective Bargaining Agreement, on the site in question and then as per Article #21:05(1)(i).

**21:05(2)** The Employer shall post by area sections a list of Employees, indicating the overtime hours worked by each Employee, and overtime hours offered to each Employee, on a bi-weekly basis.

**21:06** Employees called upon to perform overtime which is continuous to the Regular Shift shall be entitled to a minimum of one (1) hour's pay at the prevailing overtime rate for one (1) hour's work or less.

**21:07(1)** That the application of the provisions of Article # 21 - OVERTIME regarding the distribution of Overtime will be administered in keeping with the following:

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

- (1) That the Overtime Listing for permanent classifications by Section be averaged - excluding the individual's standing.
- (2) That the Employee be given either the mathematical average obtained as of Step #1 outlined above, or his/her actual credits, whichever is greater.
- (3) That when an Employee bids into a permanent classification, the above procedures shall apply in placing the Employee on the Overtime Listing, for his/her new classification.
- (4) That when an Employee bids or is assigned to a limited classification, that is known to exceed twenty (20) working days, the above procedures shall apply in

placing the Employee on the limited classification Overtime Listing.

- (5) That the latest computer print-out regarding Overtime Standings prior to the new placement, return to work, etc. will form the basis of the above calculations.
- (6) It is agreed and understood that Employees in positions active under Articles #20:02, #23:02, and #23:03 are excluded from the terms of:
  - (a) Article #21:05(1)) regarding as equitable a distribution as possible; and
  - (b) This clause when entering or returning to these aforementioned positions;
  - (c) Notwithstanding Item (b) above, it is the intent of the Parties that the distribution of unscheduled overtime, not continuous with the regularly scheduled shift and not involving a standby crew or Winter Control personnel on an assigned route, will be distributed as equitably as possible among the Permanent and Probationary Employees in work area/section as per Employee classification.

**21:07(2) Overtime Agreement**

Notwithstanding Article #20:01 and Schedule "B" and pursuant to the provisions of *The Employment Standards Act* 2000 as amended from time to time, the Parties agree that Employees can work overtime, when applicable, beyond the standard eight (8) hour day and forty-eight (48) hour work week as defined under the Act, subject to the Employee being willing to do so, and subject to the provisions of Article 5:01 of the Collective Bargaining Agreement.

An Employee's total work day will not exceed thirteen (13) hours, including rest and meal periods. No Employee will receive less than eight (8) continuous hours free from work in a twenty-four (24) hour period.

An Employee who is on call or who is willing to be called out on overtime, or whose work is excluded from the overtime provisions of the Act shall not have a total work day which exceeds sixteen (16) hours, including rest and meal periods. Employees will not work beyond sixty (60) hours per week.

Employees can work beyond sixteen (16) hours per day and (60) hours per week, only under exceptional circumstances as defined in *The Employment Standards Act*.

**21:08 Meal Allowance**

**21:08(1)** When an Employee is called upon to perform more than two (2) hours of overtime work continuous with his/her regular scheduled shift, he/she shall be paid **EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$8.75)** for the purpose of purchasing a meal. Should the Employee be required to perform an additional five (5) hours of continuous overtime employ in excess of the two (2) hours aforesaid, then he/she shall be paid an additional **EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$8.75)** for the purpose of purchasing the second meal.

Effective April 1st, 2003, the Meal Allowance will increase to **NINE (\$9.00) DOLLARS**.

Effective April 1st, 2004, the Meal Allowance will increase to **NINE DOLLARS AND TWENTY-FIVE (\$9.25) CENTS**.

**21:08(2)** Employees called upon to perform work not continuous with their regular scheduled shift and who are called out prior to 6:00 a.m. or after 11:00 p.m., to report for work, shall receive a Meal Allowance of **EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$8.75)** for each five (5) continuous hours of employ.

Effective April 1st, 2003, the Meal Allowance will increase to **NINE (\$9.00)**

**DOLLARS.**

Effective April 1st, 2004, the Meal Allowance will increase to **NINE DOLLARS AND TWENTY-FIVE (\$9.25) CENTS.**

**21:08(3)** Employees called upon to perform overtime work not continuous with their regular scheduled shift and who are called out between the hours of 6:00 a.m. and 11:00 p.m., to report for work, shall receive a Meal Allowance of **EIGHT DOLLARS AND SEVENTY-FIVE (\$8.75) CENTS** after working five (5) consecutive hours of overtime work, when less than one (1) hour lead time to report for work is given, with an additional Meal Allowance of **EIGHT DOLLARS AND SEVENTY-FIVE (\$8.75) CENTS** following the completion of each additional five (5) continuous hours of overtime work.

Effective April 1st, 2003, the Meal Allowance will increase to **NINE (\$9.00) DOLLARS.**

Effective April 1st, 2004, the Meal Allowance will increase to **NINE DOLLARS AND TWENTY-FIVE (\$9.25) CENTS.**

**21:08(4)** Employees on Winter Control, when called out and report for work after 11:00 p.m. and prior to 6:00 a.m. shall receive a Meal Allowance of **EIGHT DOLLARS AND SEVENTY-FIVE (\$8.75) CENTS** for each five (5) continuous hours of work. This provision shall not apply to those Employees previously detailed to work between the hours of 11:00 p.m. and 6:00 a.m.

Effective April 1st, 2003, the Meal Allowance will increase to **NINE (\$9.00) DOLLARS.**

Effective April 1st, 2004, the Meal Allowance will increase to **NINE DOLLARS AND TWENTY-FIVE (\$9.25) CENTS.**

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

#### **ARTICLE #22:00 - SHIFT DIFFERENTIALS**

**22:01(1)** The following Shift Differentials shall apply to all Employees assigned to a Regular Shift Schedule as set out in Schedule "B" and Article #20 - HOURS OF WORK.

**22:01(2)** A Shift Differential will not apply where the overtime and the premium rates apply. Overtime and shift differentials shall not pyramid under any circumstances.

**22:02** A Shift Differential of **SIXTY (\$0.60) CENTS** per hour shall be paid for all hours worked on the 4:00 p.m. to 12:00 p.m. shift.

Effective April 1st, 2003, the Shift Differential will increase to **SIXTY-FIVE (\$0.65) CENTS** per hour.

Effective April 1st, 2004, the Shift Differential will increase to **SEVENTY (\$0.70) CENTS** per hour.

**22:03** A Shift Differential of **SIXTY-SIX (\$0.66) CENTS** per hour shall be paid for all hours worked on the 12:00 p.m. to 8:00 a.m. shift.

Effective April 1st, 2003, the Shift Differential will increase to **SEVENTY-ONE (\$0.71) CENTS** per hour.

Effective April 1st, 2004, the Shift Differential will increase to **SEVENTY-SIX (\$0.76) CENTS** per hour.

**22:04** The Shift Differential of **ONE DOLLAR AND EIGHTY CENTS (\$1.80)** per hour shall be paid for Sunday regular hours of work.

Effective April 1st, 2003, the Shift Differential will increase to **ONE DOLLAR AND EIGHTY-FIVE CENTS (\$1.85)** per hour.

Effective April 1st, 2004, the Shift Differential will increase to **ONE DOLLAR AND NINETY (\$ 1.90) CENTS** per hour.

#### **ARTICLE #23:00 - STANDBY CLAUSE**

**23:01** Employees in positions not requiring regular Standby Duty, when so assigned to Standby Duty, will receive four (4) hours straight time pay per day at the regular rate presently being received.

**23:02** Notwithstanding Article #23:01, an Employee assigned to Regular Standby Duty on a daily basis shall receive **TWENTY-SIX DOLLARS AND SEVENTY CENTS (\$26.70)** per day.

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

**23:03** Notwithstanding Articles #23:01 and #23:02, an Employee assigned to Regular Weekly Standby (Friday 8:00 a.m. to the succeeding Friday at 8:00 a.m. inclusive) shall receive **ONE HUNDRED AND EIGHTY-SIX DOLLARS AND NINETY CENTS (\$186.90)** per week.

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

#### **ARTICLE #24:00 - RELIEVING IN OTHER GRADES**

**24:01** When an Employee is detailed to relieve in a position of higher rating, he/she shall receive the rate applicable for the position within the classification in which he/she is relieving for the full relief period. The Employer, prior to detailing an Employee to relieve in a position of a higher rate of pay, will give consideration to the most senior qualified Employee within the area section, having regard to the immediate efficiency of Employer operations.

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

**24:03** When an Employee is requested and is willing to relieve in a position outside the Bargaining Unit, he/she shall receive not less than ten (10%) percent above the highest rated classification supervised for the full relief period. Such Employee shall continue payment of Union Dues to the Bargaining Agent. The period of relief shall be no longer than six (6) continuous calendar months. When required, Management may request an extension to the six (6) continuous months time limit and consent shall not be arbitrarily or unreasonably withheld by the Union.

#### **ARTICLE #25:00 - LIBERTY HEALTH (OR EQUIVALENT) INSURANCE COVERAGE - HOSPITAL MEDICAL AND DENTAL BENEFITS AND GROUP LIFE INSURANCE COVERAGE**

**25:01(1)(i)** For Permanent Full Time Employees, the Employer agrees to contribute one hundred (100%) percent of the total Employee premium cost for the following Plans:

- (a) Ontario Health Tax or a replacement Plan introduced by the Ontario Government;

(b) **Liberty Health (or equivalent) Comprehensive Extended Health Care**

Effective April 1st, 2002

**TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS**

Eye Glass Subsidy;

Effective April 1st, 2003

**TWO HUNDRED AND EIGHTY (\$280.00) DOLLARS**

Eye Glass Subsidy;

Effective April 1st, 2004

**TWO HUNDRED AND NINETY (\$290.00) DOLLARS**

Eye Glass Subsidy;

The Hearing Aid Subsidy to be

**FIVE HUNDRED (\$500.00) DOLLARS** every five (5) years;

Orthotic Subsidy to be **FOUR HUNDRED (\$400.00) DOLLARS**

per pair, two (2) pair per year maximum;

Smoking Cessation Provision to allow a three (3) month supply per lifetime.

(c) **Liberty Health (or equivalent) Dental Plan No. 9**

With "space maintainers"

Current O.D.A. Fee Schedule;

- (d) Group Life Insurance Plan  
(two (2 x) times basic annual earnings);
- (e) Weekly Indemnity Insurance, providing a benefit level of seventy-five (75%) percent of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Great West Life (or equivalent);
- (f) Long Term Disability Insurance, providing a benefit level of seventy-five (75%) percent of basic salary, the conditions of which are governed by the terms and provisions of the Great West Life (or equivalent);
- (g) Each January first, Permanent Full Time Employees will be credited with six (6) Weekly Indemnity Bank Days. The credits are non-cumulative, and are intended to provide income maintenance during periods of casual absence due to Employee illness.

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

**25:01(1)(ii)** Permanent Full Time Employees may purchase Optional Employee/Spouse Life Insurance through the Group Insurance Plan at one hundred (100%) percent Employee cost. Optional Life is available in increments of Ten Thousand (\$10,000.00) Dollars to a maximum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars.

**25:01(2)** For Probationary Full Time Employees, the Employer agrees to contribute one hundred (100%) percent of the total Employee premium cost for the following plans:

- (a) Ontario Health Tax or replacement Plan introduced by the Ontario Government;



(b) **Liberty Health (or equivalent) Comprehensive Extended Health Care**

Effective April 1st, 2002

**TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS**

Eye Glass Subsidy;

Effective April 1st, 2003

**TWO HUNDRED AND EIGHTY (\$280.00) DOLLARS**

Eye Glass Subsidy;

Effective April 1st, 2004

**TWO HUNDRED AND NINETY (\$290.00) DOLLARS**

Eye Glass Subsidy;

The Hearing Aid Subsidy to be

**FIVE HUNDRED (\$500.00) DOLLARS** every five (5) years;

Orthotic Subsidy to be **FOUR HUNDRED (\$400.00) DOLLARS**

per pair, two (2) pair per year Maximum;

Smoking Cessation Provision to allow a three (3) month supply per lifetime.

(c) **Liberty Health (or equivalent) Dental Plan No. 9**

With "space maintainers"

Current O.D.A. Fee Schedule.

**25:02(1)** The Employer shall describe and make available Benefits as outlined in Articles #25:01(1)(i) and #25:01(2) to all Permanent and Probationary Full Time Employees. The Employee shall have the option to choose whether to participate or not in the aforementioned Benefit Plans.

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

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

**25:04** Employees on Leaves of Absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the Benefit Plans under Articles #25:01(1) and (2), for those months covered by the Leave of Absence without pay.

**25:05** Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Liberty Health (or equivalent), the Parties will meet and seriously discuss the subject matter with the objective of changing to such Carrier upon the mutual agreement of the Parties.

**25:06 Employee Early Retirement/Disabled Benefit Plan**

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

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

Liberty Health (or equivalent) Comprehensive Extended Health Care

**(TWENTY-FIVE (\$25.00) DOLLARS/FIFTY (\$50.00) DOLLARS** deductible)

**Liberty Health (or equivalent) Vision Care**

Effective April 1st, 2001

**ONE HUNDRED AND FIFTY (\$150.00) DOLLARS**

Eye Glass Subsidy;

Group Life Insurance

valued at **TEN THOUSAND (\$10,000.00) DOLLARS**

and reducing to **THREE THOUSAND (\$3,000.00) DOLLARS**

Employee paid at age sixty-five (65)

Further to the above, a Retired Employee shall have the option of participating at his/her own cost in a Liberty Health Dental Plan #9 (or equivalent) at the current O.D.A. Fee Schedule.

**25:06(1)(ii) Spousal Coverage**

For Employees who now qualify for Benefits under the provisions of Article #25:06, the Employer agrees to provide continuance of coverage to the spouse and dependents until the spouse attains the age of sixty-five (65) or upon remarriage, whichever comes first, but in no case shall extend beyond ten (10) years after the death of the Pensioner. (Dependents defined as per existing Plans.)

**25:06(2)** The above Benefit Plan will be applied in the following manner:

- (i) The Benefit Package will only be paid until the recipient attains the age of sixty-five (65).
- (ii) Eligibility for the Benefit Plan - only Employees of the City who have attained fifteen (15) years of continuous service with City of Greater Sudbury, inclusive of any continuous service with any other Local Municipality or Local Board will be eligible for the above-mentioned Package provided:
  - (a) they have elected to apply for and receive either an O.M.E.R.S. Early Retirement Pension within ten (10) years of normal retirement, or an unreduced pension;
  - OR
  - (b) they have elected to apply for and receive an O.M.E.R.S. Disability Pension prior to the age of sixty-five (65);
  - OR
  - (c) when they are no longer an Employee of the City because of a work related disability received while working at and for the City and for which they receive and continue to receive a Permanent WSIB Pension which is and was assessed against the City;
  - OR
  - (d) when they are no longer an Employee of the City because of a disability for which they are receiving benefits from the Weekly Indemnity or Long Term Disability Plan in existence at the City.
- (iii) The Employer is prepared to extend the eligibility for the Employer Paid Retired/Disabled Employee Benefit Plan to those Employees who would have attained fifteen (15) years of continuous service with the City within twelve (12) months of termination of employment due to disability, and commits to not move an eligible disabled Employee to the Retired/Disabled Plan for the first twenty four

(24) months of disability.

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

**25:06(3)** It is also to be understood that the payment of LTD Benefits will cease when;

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

OR

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

#### **ARTICLE #26:00 - SICK AND BEREAVEMENT LEAVE**

##### **26:01 Sick Leave**

All Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-law of the City of Greater Sudbury and statutory amendments thereto. It is agreed and understood that the Sick Leave By-law of the Employer will not be amended during the life of this Agreement so as to adversely affect the Employees covered by this Agreement. The Parties acknowledge that all Sick Leave Banks under the Employer's Sick Leave By-law were frozen with the implementation of the Weekly Indemnity and Long Term Disability Plans, for Employees covered under this Agreement. Employees shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-law, with respect to these frozen banks only.

##### **26:02 Bereavement Leave**

**26:02(1)** In the case of the demise of a member of the Immediate Family, Permanent and Probationary Employees shall be permitted a Leave of Absence with pay for three (3) consecutive working days. Immediate Family shall mean: father, step-father, mother, step-mother, spouse, bona fide common law husband or wife, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law, grandparents or grandchildren. Bereavement Leave of Absence for the demise of members of the Immediate Family shall not be deducted from the Employee's accumulated Sick Leave Credits. In the case of the demise of the spouse or child, Permanent and Probationary Employees shall be permitted an additional Leave of Absence with pay for two (2) working days, which shall not be deducted from the Employee's accumulated Sick Leave Credits.

**26:02(2)** In the case of the demise of a son-in-law, daughter-in-law, brother-in-law or a sister-in-law, Permanent and Probationary Employees shall be permitted Leave of Absence for three (3) consecutive working days.

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

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

**26:02(3)** In the event that the death of a member of an Employee's Family, as defined in

Articles #26:02(1) or #26:02(2), requires the Employee to travel more than two hundred (200) kilometres to attend at the funeral, an additional two (2) days without pay shall be allowed if requested in writing by the Employee prior to departure.

**26:02(4)** Permanent and Probationary Employees shall complete the Application for Bereavement Leave Pay Form, Appendix "B" attached hereto, for consideration of payment for any Bereavement Leave by the Employer.

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

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

**26:02(7)** When an Employee qualifies for Bereavement Leave during his/her period of vacation, there shall be no deduction from Vacation Credits for such occurrence. The period of vacations so displaced shall be rescheduled as mutually agreed upon between the Employee and his/her Supervisor/Foreperson.

#### **ARTICLE #27:00 - PENSION PLANS**

**27:01(1)** The Pension Plan established under *The Canada Pension Plan Act* and *The Ontario Municipal Employees Retirement System Act* shall be adopted by the Employer and the Union.

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

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

A Trust Fund will be established with the Employer's contribution of **THIRTY THOUSAND (\$30,000.00) DOLLARS** per annum maximum for a total of fifteen (15) years, commencing with the year 1988, for the purpose of the establishment of a Retirement Incentive Plan.

#### **ARTICLE #28:00 - WET, STORMY AND INCLEMENT WEATHER:**

**28:01** During wet, stormy and extremely cold or extremely hot weather, the Employer will endeavour to provide inside work for Employees who usually work outside, except in cases of emergency. During wet or inclement weather, rubber suits, hats and boots will be supplied. The Employer shall further provide lockers for Employees where such Employees may store the said clothing while not in use.

**28:02(1)** Emergencies in this Article shall mean any condition which the Employer considers to be detrimental to the safety, health, comfort and general welfare of the residents of the City of Greater Sudbury.

**28:02(2)** A Declaration of an Emergency as outlined in Article #28:02(1) will only be made by the Assistant Manager or persons occupying positions above this rank in Citizen and Leisure Services and Manager of Operations or Manager of Plants or persons occupying positions above this rank in the Public Works Department.

#### **ARTICLE #29:00 - PAY DAYS**

**29:01** Pay Days shall be every second Friday in the morning, except that, should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day, provided no interruption beyond the control of the Employer is encountered.

**29:02** The Employer will show conspicuously in writing on the pay envelope or slip accompanying the wages paid to each Employee the following facts: Employee's wage rate, number of regular hours worked, number of overtime hours worked (overtime may be converted into regular hours) and all deductions made.

#### **ARTICLE #30:00 - BULLETIN BOARDS**

**30:01** The Employer agrees that the Union shall have the right to use designated Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post notices of meetings and other such notices that may be of interest to the Employees concerned.

#### **ARTICLE #31:00 - GENERAL**

**31:01** Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall be deemed to be part of this Agreement and shall be appended hereto.

**31:02(1)** The Union agrees that the Employer shall have the right to send Permanent Employees for medical checks and eye tests during normal working hours. The cost thereof to be borne by the Employer.

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

**31:02(3)** In the event that the Reports do not agree, differences may be settled in accordance with the Grievance Procedure and, in default of settlement at this Stage, shall be settled by an Arbitration Board formed of three (3) qualified Medical Practitioners, one (1) appointed by the Union, one (1) appointed by the Employer, within seven (7) days of filing the respective Reports, both of whom shall appoint a third Medical Practitioner, who shall be Chairperson. In default of such appointment, either Party may apply to The Ontario Labour-Management Arbitration Commission for such appointment. The decision of a majority is a decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

**31:03(1)(i)** The Employer shall bear the cost of supplying and laundering two (2) pairs of coveralls per week for each of the Licensed Mechanics, Dredging Crew, Sanitary Sewer Flusher Vactor Crews, Servicepersons, Tirepersons, Auto Body Repairpersons and one (1) pair per week for each of the Equipment Operator "A"'s, Equipment Operator B's and Sign Installer.

**31:03(1)(ii)** That the Employer shall bear the cost of supplying and laundering of Uniforms (shirt and pants) for Plants Section Employees in the following classifications: Operators "A" and "B" - Water, Operators "A" and "B" - Sewage, Plants Servicepersons, Plants Serviceperson Helpers, Pumping Station Attendants, Pumping Station Attendant Helpers, Licenced Electricians, Instrument Technicians, and in the following manner: For all new Plants Section Employees in the above-noted classifications, the Employer shall provide three (3) complete uniforms of one (1) short sleeved shirt, one (1) long sleeved shirt and one (1) pair of pants, upon the successful completion of their Trial or Probationary Period.

**31:03(1)(iii)** That the Employer shall bear the cost of supplying to each Plants Section Employee in the above-noted classifications, up to a maximum of three (3) replacement parts of the uniform; two (2) shirts and one (1) pair of pants, each calendar year commencing in the year following the completion of one (1) full year's service in the Plants Section.

**31:03(2)** The Employer agrees to supply each Permanent and Probationary Full Time Employee with one (1) pair of winter gloves and one (1) pair of summer gloves on an annual basis. When considered necessary, the Employer will supply Employees with rubber gloves. The quality and design of the gloves will continue as presently issued and will be provided by May 1st and October 1st of any given year.

**31:03(3)(i)** The Employer shall bear the cost of supplying and laundering of uniforms, the wearing of which is mandatory for Permanent Employees in the classifications of Trouble Investigators and Meterpersons.

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

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

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

**31:03(3)(ii)** The Employer shall provide, for each Permanent Full Time Arena Maintenanceperson, on a per annum basis, two (2) work shirts and two (2) work pants. The Employer shall also provide a jacket every second year.

**31:03(3)(iii)** 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 Serviceperson A.F.F.S. , and each Airport Operations Serviceperson Lead Hand A.F.F.S.

**31:03(4)** Employees will be transported in covered vehicles similar to the kind presently in use, from designated depots to the relative job sites at the commencement of a shift. They shall be returned to the depots in a similar manner for the termination of the said shift.

**31:03(5) Injury During Working Hours**

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

**31:04 Trade School Attendance - Employees**

Employees while in full time attendance at a Trade School shall continue receiving all benefits provided under Article #25:01 of this Collective Bargaining Agreement. Such Employee's Sick Leave, Vacation and Seniority accruals shall not be pro-rated as a result of full time attendance at the said Trade School.

**31:05 Labour-Management Committee**

The Parties agree to commit themselves to maintaining communications. To this end, the Employer hereby agrees that Representatives of its administration will meet with Representatives of the Union from time-to-time, and preferably at least four (4) times per year, to discuss problems, Employee concerns, methods to improve relations, and delivery of services to the public. The Committee shall consist of three (3) members from each of the Parties, or up to five (5) members by mutual consent. An Employer and a Union Representative shall be designated as Joint Chairpersons, and shall alternately preside over the meetings. Minutes shall be taken at each meeting and will be circulated by the Employer to Committee Members as soon as possible following the meeting for review. The Committee shall not have jurisdiction over any matters which pertain to collective bargaining or are the responsibility of another joint committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee Meetings jointly

attended by the Parties.

**31:06      Safety Footwear**

**31:06(1)**      Effective April 1st, 2002, the Safety Footwear Subsidy for Permanent and Probationary Full Time Employees, as determined by *The Occupational Health and Safety Act, 1978* and Regulations for Construction Projects, will be in the amount of **ONE HUNDRED AND TWENTY-THREE DOLLARS AND SIXTY CENTS (\$123.60)** per annum, and will be paid out as a "non-taxable allowance" on the first full pay period in May of each year. The wearing of safety boots or safety shoes must also be in conformance with the CGS Safety Rules.

Effective April 1st, 2003, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND TWENTY-SEVEN DOLLARS AND TWENTY (\$127.20) CENTS.**

Effective April 1st, 2004, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND THIRTY DOLLARS AND EIGHTY (\$130.80) CENTS.**

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

The Parties agree that the difference between the amount of subsidy paid to those eligible Employees on the first full pay period in May, 2002 and the increase agreed to that subsidy of April 1st, 2002, in the amount of **Three Dollars and Sixty (\$3.60) Cents**, will be paid to those Employees with their subsidy payment in May, 2003.

**31:06(2)**      That the Employer agrees to:

**31:06(2)(1)**      Allow for an additional Boot Allowance in the amount of **ONE HUNDRED AND TWENTY-THREE DOLLARS AND SIXTY (\$123.60) CENTS** effective April 1st, 2002 for those Permanent Full Time Employees who work with Hot Mix Asphalt for the full period April 1st to October 31st.

This amount shall increase to **ONE HUNDRED AND TWENTY-SEVEN DOLLARS AND TWENTY CENTS (\$127.20)** effective April 1st, 2003 and to **ONE HUNDRED AND THIRTY DOLLARS AND EIGHTY CENTS (\$130.80)** effective April 1st, 2004 on the same terms as above.

The Parties agree that the difference between the amount of subsidy paid to those eligible Employees on the first full pay period in May, 2002 and the increase agreed to that subsidy of April 1st, 2002, in the amount of **Three Dollars and Sixty (\$3.60) Cents**, will be paid to those Employees with their subsidy payment in May, 2003.

**31:06(2)(2)**      This Allowance is to be paid during the first week of November upon the production of a valid sales receipt.

**31:07      Tool and Tool Insurance Allowance**

**31:07(1)(i)**      Effective April 1st, 2002 (the second pay day each year), the Employer agrees to pay a Tool and Tool Insurance Allowance of **THREE HUNDRED AND TWENTY (\$320.00) DOLLARS** per annum (calendar year) to each of Permanent Full Time Employee permanently classified as: Body Shop Lead Hand, Licenced Electrician, Auto Body Repairer, Licenced Welder, Plants Serviceperson, Lead Hand (Carpenter Shop).

Effective April 1st, 2003, this Allowance will be increased to **THREE HUNDRED AND TWENTY-FIVE (\$325.00) DOLLARS** per annum (calendar year).

Effective April 1st, 2004, this Allowance will be increased to **THREE HUNDRED AND THIRTY (\$330.00) DOLLARS** per annum (calendar year).

**31:07(1)(ii)**      Effective April 1st, 2002 (the second pay day each year), the Employer agrees to

pay a Tool and Tool Insurance Allowance of **THREE HUNDRED AND THIRTY-FIVE (\$335.00) DOLLARS** to Permanent Full Time Licenced Mechanics and Licenced Mechanic Lead Hands.

Effective April 1st, 2003, this Allowance will be increased to **THREE HUNDRED AND FORTY (\$340.00) DOLLARS**.

Effective April 1st, 2004, this Allowance will be increased to **THREE HUNDRED AND FORTY FIVE (\$345.00) DOLLARS**.

**31:07(1)(iii)** Effective April 1st, 2002 (the second pay day each year), the Employer agrees to pay a Tool and Tool Insurance Allowance of **TWO HUNDRED AND FIFTY (\$250.00) DOLLARS** to Permanent Full Time Mechanic Helpers, Small Engine Mechanic Helper and Apprentice Mechanics.

Effective April 1st, 2003, this Allowance will be increased to **TWO HUNDRED AND FIFTY FIVE (\$255.00) DOLLARS**.

Effective April 1st, 2004, this Tool Allowance will be increased to **TWO HUNDRED AND SIXTY (\$260.00) DOLLARS**.

**31:07(2)** The same Allowance as outlined in Article #31:08(1) shall be paid to each Employer sponsored Apprentice Mechanic on receipt of his/her provincial accreditation as a Licensed Mechanic. The first payment shall be paid within one (1) month of receipt by the Employer of the Employee's provincial accreditation (licencing). Subsequently, annual payments will be paid in the second pay period in January of each subsequent calendar year the Employee is engaged Full Time in a Mechanic's rate.

**31:08**      **Notice of Change**

In situations where change (e.g.: organizational, material, equipment, processes) will adversely affect a Permanent Full Time Employee(s) by resulting in loss of Permanent Classification or loss of basic wages, the Employer will provide a minimum of

thirty (30) days' notice in writing to the Employee(s) and the Union of the change, outlining:

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

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

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

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

**ARTICLE #32:00 - SCHEDULES**



**32:01(1)** Attached hereto and forming an integral part of this Collective Bargaining Agreement are the following Schedules and Appendixes:

SCHEDULE "A"	- JOB CLASSIFICATIONS AND WAGE RATES
SCHEDULE "A:1"	- RETIREMENT INCENTIVE
SCHEDULE "B"	- PROVISIONS SPECIFIC TO REGULAR SHIFT EMPLOYEES
SHIFT-SCHEDULE "B:7"	- WANAPITEI PLANT WATER OPERATIONS
SHIFT-SCHEDULE "B:8"	- SUDBURY WASTEWATER TREATMENT PLANT THREE SHIFT OPERATIONS - WASTEWATER
SHIFT-SCHEDULE "B:9"	- SUDBURY WASTEWATER TREATMENT PLANT TWO SHIFT OPERATIONS - WASTEWATER
SHIFT-SCHEDULE "B:10"	- PUBLIC WORKS OPERATIONS DIVISION FACILITIES AND GROUNDS SECTION BELL PARK AMPHITHEATRE, MEMORIAL PARK, MOONLIGHT NEPAHWIN AND QUEEN'S ATHLETIC FIELD
SHIFT-SCHEDULE "B:11"	- SPRING CLEAN-UP
SHIFT-SCHEDULE "B:12"	- ROUTINE CLEAN-UP
SHIFT-SCHEDULE "B:13"	- WINTER ROAD PATROL
SHIFT-SCHEDULE "B:14"	- MUNICIPAL ARENAS AND COMMUNITY CENTRES
SHIFT-SCHEDULE "B:15"	- ZONES (AREA SECTIONS) AND CLASSES OF ARENAS
SHIFT-SCHEDULE "B:16"	- CLASS 1 - ARENAS
SHIFT-SCHEDULE "B:17"	- CLASS 2 - ARENAS
SHIFT-SCHEDULE "B:18"	- CLASS 3 - ARENAS
SHIFT-SCHEDULE "B:19"	- SUDBURY COMMUNITY ARENA
SHIFT-SCHEDULE "B:20"	- CEMETERY SERVICES
SHIFT-SCHEDULE "B:21"	- GREATER SUDBURY AIRPORT
SHIFT-SCHEDULE "B:22"	- SKI HILLS
SHIFT-SCHEDULE "B:23"	- FLEET SECTION FROBISHER, ST. CLAIR AND TRANSIT
SCHEDULE "B"	- LETTER OF COMMITMENT
SCHEDULE "C"	- PROVISIONS SPECIFIC TO PART TIME EMPLOYEES
APPENDIX "A"	- ADVANCE VACATION PAY REQUEST
APPENDIX "B"	- APPLICATION FORM BEREAVEMENT LEAVE PAY

**32:02** **General Wage Increase**

The Employer and the Union have agreed that:

**32:02(1)** Effective April 1st, 2002, a three (3%) percent General Wage Increase be applied to those rates shown on Schedule "A" as in effect on March 31st, 2002.

**32:02(2)** Effective April 1st, 2003, a three (3%) percent General Wage Increase be applied to those rates in effect on March 31st, 2003, as per Schedules "A" of the Collective Bargaining Agreement.

**32:02(3)** Effective April 1st, 2004, a three (3%) percent General Wage Increase be applied to those rates in effect on March 31st, 2004 as per Schedules "A" of the Collective Bargaining Agreement.

**32:03** **Raw Sewage and Disinterments of Full Body Caskets**

**32:03(1)** **Raw Sewage**

Raw Sewage Premium shall be paid to Trouble Investigators. These Employees shall receive a Weekly Premium of two and one-half (2½) hours pay at the regular rate in lieu of all work in raw sewage. This Weekly Premium does not apply to vacations, sick leave, and other benefits and will be pro-rated for any absences from work with the exception of Statutory Holidays defined in Article #18 - SPECIFIED PAID HOLIDAYS.

**32:03(2)** A Premium of one-half (½) hour's pay at the prevailing rate shall be paid for every four (4) hours work or less involving the functions connected with live sanitary sewers by the Dredging and Thuro Flushing Crew and Flusher Vacuum Equipment Crew.

**32:03(3)** All Employees, except those otherwise dealt with in Article #32:03(1), sub-sections (1) and (2) and Article #32:03(2) shall receive a Raw Sewage Premium of **SIX (\$6.00) DOLLARS** an hour for every hour they are in contact with raw sewage while performing the following functions:

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

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

**32:03(4)** Employees of the "Plants Section" are to be paid a Weekly Premium of the hours detailed below at straight time in lieu of all work in raw sewage. This weekly premium does not apply to vacations, sick leave and other benefits and will be pro-rated for any absence from work with the only exception being Statutory Holidays, under Article #18 - SPECIFIED PAID HOLIDAYS.

Pumping Station Attendant	- 15 hours
Pumping Station Attendant Helper	- 3 hours
Plants Serviceperson	- 7 hours
Plants Serviceperson Helper	- 3 hours
*Sewage Plant Operator "A"	- 3 hours
*Sewage Plant Operator" B"	- 3 hours
Electrician	- 2 hours
Electrician Apprentice	- ½ hour
Instrument Technician	- 1 hour

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

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

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

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

**32:03(5) Disinterments of Full Body Caskets**

On the direction of a Foreperson or an Employee above the rank of Foreperson who directs Employees to perform Disinterment work involving Full Body Caskets work in CGS cemeteries, said Employees shall be paid a Disinterment Premium of double time (2 x) their Regular rate per hour for every hour performing disinterment work.

**32:03(6) Grave Digging**

An Employee other than the Utilityperson classification, while engaged in grave digging performed manually, shall receive in addition to his or her regular rate, a premium of **THIRTY (\$0.30) CENTS** per hour.

**ARTICLE #33:00 - VALIDITY OF AGREEMENT**

**33:01** In the event of any provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

**ARTICLE #34:00 - TERM OF AGREEMENT**

**34:01** This Agreement shall be in effect from the 5th day of January, 2002 and shall remain in effect until the 31st day of March, 2005, and, unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

**34:02** Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than one hundred and twenty (120) calendar days prior to the expiration date of the Agreement or anniversary date of such expiration date.

**34:03** If notice of amendments or termination is given by either Party, pursuant to Article #34:02, the other Party, if requested to do so, agrees to meet for the purpose of negotiations within twenty-eight (28) calendar days from receipt of the said notice provided that the Party giving the notice, if requested by the other Party, shall consent to a reasonable extension to the twenty-eight (28) calendar day period.

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

**ARTICLE #35:00 - REPORTING PAY**

**35:01** An Employee who reports for work on a scheduled working day and who has not been previously notified not to report and is sent home because of inclement weather, shall be guaranteed a minimum of four (4) hours pay at his/her regular rate.

**ARTICLE #36:00 - CONTRACTING OUT**

**36:01** The Parties hereto agree that for the Term of this Agreement there shall be no restriction on contracting out by the Employer of their work or services of a kind now performed by Employees herein represented; provided, however, that no Permanent Employee of the Employer shall, as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

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

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

**ARTICLE # 37:00 - DEFINITIONS**

**37:01** **A PERMANENT FULL TIME EMPLOYEE** - is an Employee who has successfully completed the maximum probationary period of three (3) months in the service of the Employer.

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

**37:03(a)** **A REGULAR PART TIME EMPLOYEE** - is an Employee who is hired to regularly work not more than twenty four (24) hours within a seven (7) day period Saturday to Friday performing work of the Bargaining Unit. It is expressly understood that Regular Part Time Employees shall not be guaranteed a specified number of hours per week and hours of work may not be the same as Full Time Employees. Regular Part Time Employees shall be scheduled for work, and called into work when additional work becomes available.

A Regular Part Time posting is one that meets the above criteria.

**37:03(b)** **A CASUAL/SEASONAL PART TIME EMPLOYEE** - is an Employee who is hired to not regularly work more than twenty four (24) hours within a seven (7) day period Saturday to Friday performing work of the Bargaining Unit. Casual/Seasonal Part Time Employees are hired to either work an irregular number of hours week to week, or to work Part Time hours but for a term, season or other limited period of time. It is expressly understood that Casual/Seasonal Part Time Employees shall not be guaranteed a specified number of hours per week and hours of work may not be the same as Full Time Employees. Casual/Seasonal Part Time Employees shall be called into work/scheduled as required. An Employee will be designated as either Casual, or Seasonal in their Offer Letter of Employment/Promotion, and their classification will be stated therein. If the Employee is denoted Seasonal, their expected Employment term will also be stated in their Offer Letter. A copy of the Offer Letter will be forwarded to the Secretary of the Union. The Union will also be advised of the Employee's initial Reporting Depot.

**37:03(c)** **A TEMPORARY EMPLOYEE** - is an Employee who is hired to work for a period of no longer than seven (7) consecutive months in the service of the Employer. Unless posted under the terms of Article 13:02(6)(c), a Temporary Employee shall not establish seniority except when such an Employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. The Employee shall then automatically rank as a Permanent Full Time/Regular Part Time Employee (as appropriate). For such Employee, his/her seniority shall then be established from his/her latest date of continuous service with the Employer. The employment of such Employee may be terminated at any time during the first seven (7) consecutive month without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article #4 hereof, as the basis of termination.

In the case of a Temporary Employee hired as a result of a Pregnancy or Parental leave, the above time frames shall be deemed to be twelve (12) months.

It is understood that Casual/Seasonal Employees are not Temporary Employees.

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

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

**37:06(1)** **A STANDARD REPORTING DEPOT** shall be understood as being an appropriate structure having the following essentials: sufficient Employee lockers, adequate eating, washing and toilet facilities. The Standard Reporting Depot shall be maintained in a clean condition.

**37:06(2)** That when an Employee is directed to report to a new Reporting Depot for a period of five (5) successive working days or less, the Employer will provide transportation to and from the job site from the current Reporting Depot.

**37:06(3)** That when an Employee is directed to report to a new Reporting Depot for a period of five (5) successive working days or more, the Employer will provide transportation to and from the job site from the Employee's current Reporting Depot for the first five (5) working days. Thereafter, the Employee shall provide his/her own transportation to and from the new Reporting Depot.

**37:06(4)** The Parties agree that transportation for five (5) successive working days will be provided to Employees who are directed to return to their original job site in a limited posting situation when less than seven (7) calendar days notice is given by the Employer.

**37:07** **SUMMER STUDENT EMPLOYEE** - means an Employee who is employed only for and during the time period of May 1st to the Friday preceding Labour Day 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 hereof as the basis of termination. In any case the employment of such Employee shall be terminated no later than the Friday preceding Labour Day of each year.

**37:08** **A DAY SHIFT** - shall be defined as a shift where the majority of hours worked on the shift occur between 8:00 a.m. and 4:00 p.m.

**37:09** **AN EVENING SHIFT** - shall be defined as a shift where the majority of hours worked on the shift occur between 4:00 p.m. and 12:00 p.m. (midnight).

**37:10** **A NIGHT SHIFT** - shall be defined as a shift where the majority of hours worked on the shift occur between 12:00 p.m. (midnight) and 8:00 a.m.

#### **ARTICLE #38:00 - NOTIFICATIONS**

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

#### **ARTICLE #39:00 - JOINT HEALTH AND SAFETY COMMITTEE**

**39:01** The Union and Employer shall co-operate in improving rules and practices which will provide adequate protection to Employees engaged in any work for the Employer.

**39:02** A Joint Health and Safety Committee shall be established in order to improve health and safety standards, and be composed of five (5) Representatives from CUPE and its Local #4705 Outside (Service and Maintenance) Unit, and five (5) Employer Representatives. The meetings shall be chaired alternately between the Employer and the Union Committee Members.

**39:03** The Joint Health and Safety Committee shall hold one meeting every two (2) months, or more often if an emergency situation warrants it, and will deal with all unsafe, hazardous or dangerous working conditions. Representatives of the Union shall not suffer a loss of pay for attending such meetings during their regular working hours. Copies of the minutes of all Committee Meetings shall be sent to the Employer and the Recording Secretary.

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

**39:05** All injuries resulting from on-the-job accidents, however small, shall be reported to their Immediate Supervisor. This Report must be made as soon as possible after the injury. The Immediate Supervisor will investigate and report to the Co-Ordinator of Health and Safety who will report all injuries to the Joint Safety and Health Committee at its next Meeting, on the nature and cause of the accident.

**39:06** All Employees shall report unsafe acts or unsafe conditions to their Immediate Supervisor as per the duties of Workers under *The Occupational Health and Safety Act*. The Supervisor will investigate and take corrective action as required. The Co-Ordinator of Health and Safety will report to the Joint Health and Safety Committee at its next Meeting on the nature and disposition of the Report.

**39:07** Employees working in any dangerous jobs will be provided with the necessary tools. The safety equipment, and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

**39:08** The Employer will grant a paid Leave of Absence to a Union designated member of the Joint Health and Safety Committee in order that he/she may investigate any critical accidents. This investigation will be conducted in conjunction with the Co-Ordinator of Health and Safety and a copy of the Report will be given to the Joint Health and Safety Committee.

**ARTICLE #40:00 - AGREEMENT - SIGNING AUTHORITIES**

**40:01** **IN WITNESS WHEREOF** the Parties hereto have set their hands and corporate

seals to this Agreement.

**DATED** at The City of Greater Sudbury, Ontario this       day of       ,  
A. D. 2002.

**THE CITY OF GREATER SUDBURY**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4705, C.L.C.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
REPRESENTATIVE

\_\_\_\_\_  
SECTION CHAIR

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

**SCHEDULE "A"**

**JOB CLASSIFICATIONS AND WAGE RATES**

<b>CLASSIFICATION</b>	<b>MARCH 31, 2002</b>	<b>APRIL 1ST, 2002</b>	<b>APRIL 1ST, 2003</b>	<b>APRIL 1ST, 2004</b>
Bench Mechanic	\$22.26	\$22.93	\$23.62	\$24.33
Body Shop Lead Hand	\$22.26	\$22.93	\$23.62	\$24.33



Mechanic Lead Hand	\$22.26	\$22.93	\$23.62	\$24.33
Instrument Technician	\$21.74	\$22.39	\$23.06	\$23.75
Airport Operations Serviceperson (AFFS) Lead Hand	\$21.67	\$22.32	\$22.99	\$23.68

Lineperson/Electrician	\$21.50	\$22.15	\$22.81	\$23.49
Auto Body Repairer	\$21.47	\$22.11	\$22.77	\$23.45
Mechanic III Airport	\$21.47	\$22.11	\$22.77	\$23.45

Licenced Mechanic AFL	\$21.47	\$22.11	\$22.77	\$23.45
Licenced Mechanic	\$21.07	\$21.70	\$22.35	\$23.02
Electrician	\$21.07	\$21.70	\$22.35	\$23.02

Stockkeeper	\$20.99	\$21.62	\$22.27	\$22.94
Arena Maintenanceperson Lead Hand	\$20.61	\$21.23	\$21.87	\$22.53
Tree Warden	\$20.47	\$21.08	\$21.71	\$22.36

Sub-Foreperson	\$20.46	\$21.07	\$21.70	\$22.35
Sub-Foreperson "A" Line Painting and Sign Shop	\$20.46	\$21.07	\$21.70	\$22.35
Ski Hill Operator/Recreational Facilities Safety Co-Ordinator	\$20.38	\$20.99	\$21.62	\$22.27

Airport Operations Serviceperson A (AFFS)	\$20.07	\$20.67	\$21.29	\$21.93
Licenced Welder	\$20.07	\$20.67	\$21.29	\$21.93
Sign Shop Leader	\$19.85	\$20.45	\$21.06	\$21.69

Plants Serviceperson	\$19.74	\$20.33	\$20.94	\$21.57
Tree Pruner Leader	\$19.47	\$20.05	\$20.65	\$21.27
Carpenter	\$19.34	\$19.92	\$20.52	\$21.14

Gardener "A"	\$19.34	\$19.92	\$20.52	\$21.14
Arena Maintenanceperson	\$19.31	\$19.89	\$20.49	\$21.10
Operator "A" (Wastewater)	\$19.31	\$19.89	\$20.49	\$21.10



Operator "A" (Water	\$19.31	\$19.89	\$20.49	\$21.10
Lead Hand	\$19.18	\$19.76	\$20.35	\$20.96
Tree Pruner	\$19.10	\$19.67	\$20.26	\$20.87

Tireperson	\$19.03	\$19.60	\$20.19	\$20.80
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**SCHEDULE "A" CONTINUED**

<b>CLASSIFICATION</b>	<b>MARCH 31, 2002</b>	<b>APRIL 1ST, 2002</b>	<b>APRIL 1ST, 2003</b>	<b>APRIL 1ST, 2004</b>
Equipment Pool Expeditor	\$18.84	\$19.41	\$19.99	\$20.59

Parking Maintenance Operator	\$18.55	\$19.11	\$19.68	\$20.27
Maintenanceperson (Outside)	\$18.55	\$19.11	\$19.68	\$20.27
Irrigation System Maintenanceperson	\$18.55	\$19.11	\$19.68	\$20.27

Gardener B	\$18.55	\$19.11	\$19.68	\$20.27
Sign Painter	\$18.55	\$19.11	\$19.68	\$20.27
Airport Operations Serviceperson B (AFFS)	\$18.45	\$19.00	\$19.57	\$20.16

One Person Refuse Packer	\$18.37	\$18.92	\$19.49	\$20.07
Equipment Operator A	\$18.34	\$18.89	\$19.46	\$20.04
Truck Driver - One Person Multi-Function Operator	\$18.34	\$18.89	\$19.46	\$20.04

Grader Operator	\$18.34	\$18.89	\$19.46	\$20.04
Airport Operations Serviceperson	\$18.34	\$18.89	\$19.46	\$20.04
Garbage Truck Driver	\$18.25	\$18.80	\$19.36	\$19.94

Meterperson	\$18.15	\$18.69	\$19.25	\$19.83
Small Engine Mechanic Helper	\$18.04	\$18.58	\$19.14	\$19.71
Trouble Investigator	\$18.03	\$18.57	\$19.13	\$19.70

Bricklayer	\$17.98	\$18.52	\$19.08	\$19.65
Traffic Line Painter	\$17.90	\$18.44	\$18.99	\$19.56
Building Maintenanceperson	\$17.90	\$18.44	\$18.99	\$19.56



Cemetery Operator	\$17.89	\$18.43	\$18.98	\$19.55
Equipment Operator B	\$17.89	\$18.43	\$18.98	\$19.53
Night Leader	\$17.78	\$18.31	\$18.86	\$19.43

Sign Installer	\$17.73	\$18.26	\$18.81	\$19.37
Mechanic Helper	\$17.73	\$18.26	\$18.81	\$19.37
Hydrantperson	\$17.62	\$18.15	\$18.69	\$19.25

Truck Driver Salt/Sand Spreader	\$17.58	\$18.11	\$18.65	\$19.21
Truck Driver Snow Plowing	\$17.58	\$18.11	\$18.65	\$19.21
Pump Station Attendant	\$17.55	\$18.08	\$18.62	\$19.18

Pipefitter	\$17.44	\$17.96	\$18.50	\$19.06
Plants Serviceperson Helper	\$17.44	\$17.96	\$18.50	\$19.06
Garbage Collector	\$17.36	\$17.88	\$18.42	\$18.97

Sidewalk Vac Operator	\$17.18	\$17.70	\$18.23	\$18.78
Operator "B" (Wastewater)	\$17.17	\$17.69	\$18.22	\$18.77
Operator "B" (Water)	\$17.17	\$17.69	\$18.22	\$18.77

**SCHEDULE "A" CONTINUED**

<b>CLASSIFICATION</b>	<b>MARCH 31, 2002</b>	<b>APRIL 1ST, 2002</b>	<b>APRIL 1ST, 2003</b>	<b>APRIL 1ST, 2004</b>
Truck Driver	\$17.17	\$17.69	\$18.22	\$18.77
Equipment Parts Expeditor	\$17.17	\$17.69	\$18.22	\$18.77
Hydrantperson Trainee	\$17.14	\$17.65	\$18.18	\$18.73
Pump Station Attendant Helper	\$16.91	\$17.42	\$17.94	\$18.48
Utilityperson	\$16.87	\$17.38	\$17.90	\$18.44
Ski Hill Utilityperson	\$16.87	\$17.38	\$17.90	\$18.44
Deliveryperson (PW) / Delivery Driver (CL)	\$16.87	\$17.38	\$17.90	\$18.44
Serviceperson	\$16.70	\$17.20	\$17.72	\$18.25
Janitor/Program Assistant	\$13.50	\$13.91	\$14.33	\$14.76
Lift Attendant/Utilityperson Helper	\$10.60	\$10.92	\$11.25	\$11.59
Parking Lot Attendant	\$10.00	\$10.30	\$10.61	\$10.93
Building Attendant	\$10.00	\$10.30	\$10.61	\$10.93
Ski Lift Attendant	\$10.00	\$10.30	\$10.61	\$10.93
Janitor	\$10.00	\$10.30	\$10.61	\$10.93
Student	\$10.00	\$10.30	\$10.61	\$10.93

**Note:** The Parties agree that Mechanic Lead Hands, Mechanic III Airport, and Licenced Mechanics shall be eligible for a **FORTY (\$0.40) CENT** per hour Alternate Fuel Licence (AFL) premium as follows:

1. The seven (7) Employees who previously received this premium for all hours worked will be grand parented for so long as they hold their classification. Should they leave the classification for any reason, their grand parented status will cease. The Employees are: Unto Luoma, Gaston Robert, Denis Snaith, Gerry Montpellier, Rick Debryun, Jean Claude Trudel, and Leonard Landry.
2. A base number of Licenced Mechanics in each Mechanical Shop will be required to hold the AFL Licence, the number as determined by the Employer. That number of Employees will receive the AFL premium for all hours worked. Should more Mechanics hold the licence than the number required in a Shop, the premium shall be paid to the Senior Mechanics.
3. Mechanics with the AFL Licence will receive the **FORTY (\$0.40) CENT** premium for all hours/part hours worked on Alternate Fuelled Vehicles.
4. The premium outlined in Numbers 2 and 3 above, is not cumulative/pyramided, nor does it apply when overtime rates apply.

**SCHEDULE "A:1"**

**RETIREMENT INCENTIVE**

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

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

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

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

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

OR

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

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

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

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

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

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

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

## SCHEDULE "B"

### PROVISIONS SPECIFIC TO REGULAR SHIFT EMPLOYEES

All Articles of the Base Collective Agreement shall apply to Regular Shift Employees covered by this Agreement except as follows:

**B:01**      Definition

Regular Shift Employees shall be those Employees who are assigned to Regular Shifts as:

- (a) Trouble Investigators, Operators "A" and "B" Waste Water, Operators "A" and "B" Water, Janitors, Equipment Operator "A", Equipment Operator "B", Delivery Drivers and Employees in the Mechanical Shops of the Fleet Section.
- (b) Detailed in the shift schedules attached hereto and forming an integral part of this Collective Agreement.

**B:02**      Work on Specified Paid Holidays

Notwithstanding Articles #18:03 and #18:04(1), all Regular Shift Employees called upon to work on any of the Holidays listed under Article #18:01 shall, in addition to a day's pay, be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.

**B:03**      Meal Period

In place of the meal provisions of Article 20:01(1)(i), Regular Shift Employees will receive a paid meal period of one-half (½) hour included as part of their regular scheduled work period which shall be taken at the work site or as directed by the Employees' Immediate Supervisor.

**B:04**      Rest Periods

Employees on the direction of their Immediate Supervisor shall be granted a rest period of no longer than fifteen (15) minutes duration, in the first and second half of each Shift which shall be taken at the work site or as directed by the Employees' immediate Supervisor.

**B:05**      Shift Schedules

**B:05(1)**      In place of the hours of work provisions of Article 20:01, the Regular Shift Schedule shall mean a Schedule established for a period of not less than three (3) consecutive weeks. Shift Employees shall work five (5) eight (8) hour Shifts in a weekly period of seven (7) days, with two (2) consecutive days off. Regular Shift Employees are paid at straight time for all scheduled hours, with shift differentials payable, as appropriate. It is understood that a schedule established under this article (excluding those for the Plants Section) will provide twelve (12) hours rest between scheduled shifts.

**B:05(2)**      Notwithstanding B:05(1) above, the following shift schedules have been established by the Parties for specific operations, and have been appended to this Agreement. The Employer may change shift schedules, upon providing seventy two (72) hours notice to affected Employees. Further, the Employer may modify the schedule for Employees provided a minimum seventy-two (72) hours notice is given to Employees involved. Should an affected Employee not receive seventy two (72) hours notice of a change to the shift schedule or change of their shift within the schedule, the Employee shall be paid time and one half (1 ½ x) for those hours worked which infringe upon the seventy-two



(72) hour notice period:

**SECTIONS**

**SCHEDULES/ARTICLES**

Plants	B:07 to B:09
Roads, Facilities and Grounds	B:10 to B:13
Municipal Arenas	B:14 to B:18
Sudbury Community Arena	B:19
Cemetery Services	B:20
Greater Sudbury Airport	B:21
Adanac Ski Hill	B:22
Fleet - Frobisher, St. Clair and Transit	B:23

**B:06 Trouble Investigator Shift Schedule**

Subject to the provisions of Article B:05, the Parties agree that the existing Trouble Investigator Shift Schedule will carry forward in each year of this Agreement, and be posted in the Trouble Investigators Reporting Depots.

**"B:7" SHIFT SCHEDULE - SPECIFIC TO WATER OPERATORS**

**WANAPITEI PLANT**

	1	2	3	4	5	6	7	8	9
<b>SATURDAY</b>	R	24:00-12:00 N	R	R	R	12:00-24:00 E	R	R	R
<b>SUNDAY</b>	R	24:00-12:00 N	R	R	R	12:00-24:00 E	R	R	R
<b>MONDAY</b>	N	D	D	D	D	R	E	D	D
<b>TUESDAY</b>	N	D	D	D	D	R	E	D	D
<b>WEDNESDAY</b>	N	R	D	D	D	D	E	D	D
<b>THURSDAY</b>	N	R	D	D	D	D	E	D	D
<b>FRIDAY</b>	N	R	D	D	D	R	E	D	D

R = Regular Day Off

N = Night Shift

D = Day Shift

E = Evening Shift

**"B:8" WASTEWATER OPERATIONS**

**SUDBURY WASTEWATER TREATMENT PLANT  
THREE SHIFT OPERATIONS**

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

R = Regular Day Off

N = Night Shift

D = Day Shift

E = Evening Shift

**"B:9" SHIFT SCHEDULE - SPECIFIC TO WASTEWATER OPERATIONS**

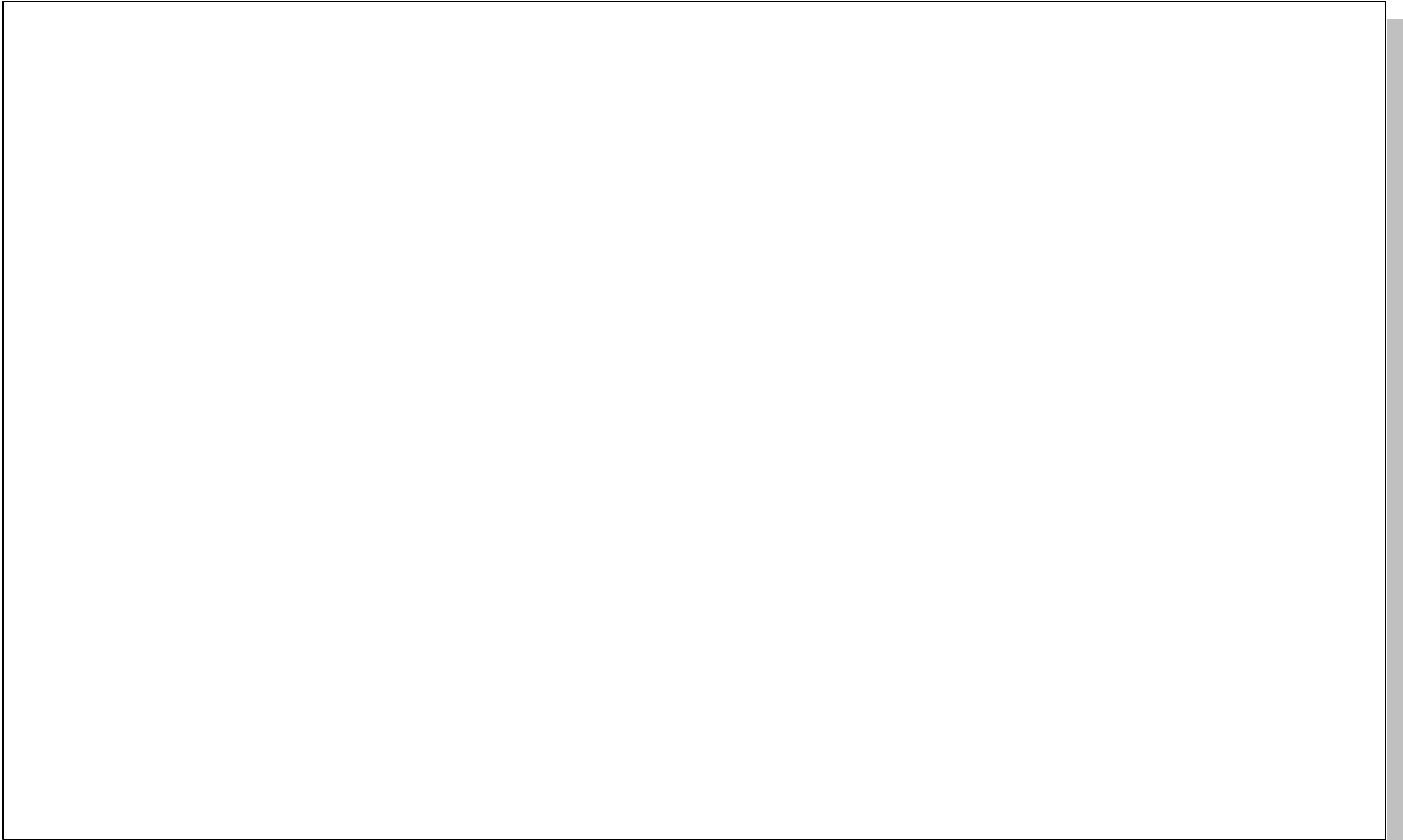
**SUDBURY WASTEWATER TREATMENT PLANT  
TWO SHIFT OPERATIONS**

	1	2	3	4	5	6	7
<b>SATURDAY</b>	R	R	15:00-23:00 E	08:00-16:00 D	R	R	R
<b>SUNDAY</b>	R	R	15:00-23:00 E	08:00-16:00 D	R	R	R
<b>MONDAY</b>	D	E	R	D	D	D	D
<b>TUESDAY</b>	D	E	R	D	D	D	D
<b>WEDNESDAY</b>	D	E	D	D	D	D	D
<b>THURSDAY</b>	D	E	D	R	D	D	D
<b>FRIDAY</b>	D	E	D	R	D	D	D

R = Regular Day Off

D = Day Shift

E = Evening Shift



**"B:10" SHIFT SCHEDULE**

**PUBLIC WORKS OPERATIONS DIVISION  
FACILITIES AND GROUNDS SECTION**

**BELL PARK AMPHITHEATRE, MEMORIAL PARK**

**MOONLIGHT, NEPAHWIN AND QUEEN'S ATHLETIC FIELD**

**B:10(a)** Gardner A's and B's, Utilitypersons and Temporary Employees who work under this shift schedule at the aforementioned work locations are Regular Shift Employees.

**B:10(b)** This shift schedule will apply to Temporary Employees wherever and whenever practicable.

	WEEK 1	WEEK 2	WEEK 3
	S S M T W T F	S S M T W T F	S S M T W T F
CREW 1	E E X X D D D	D D D D X X D	X X D D D D E
CREW 2	X X D D D D E	E E X X D D D	D D D D X X D
CREW 3	D D D D X X D	X X D D D D E	E E X X D D D

D = 8:00 A.M. to 4:00 P.M.      E = 2:00 P.M. to 10:00 P.M.

X = Day Off

**B:10(c)** The normal hours of work for Permanent Full Time Employees who work at these locations will be forty (40) hours per week consisting of five (5) eight (8) hour days between the hours of 8:00 a.m. to 4:30 p.m. with a one-half (½) hour unpaid lunch Monday to Friday inclusive.

**B:10(d)** Notwithstanding Article B:10(c) above, Permanent Full Time Employees working at these locations may be scheduled to work on Saturday or Sunday where the Employer provides seven (7) calendar days notice of such change in schedule. In such instances, these Employees will be subject to the above noted shift-schedule which hours of work include a daily one-half (½) hour paid lunch period which will be taken on the premises.

**"B:11" SHIFT SCHEDULE**

**SPRING CLEAN UP**

The Spring Clean Up Schedule shall apply to Employees assigned Spring Clean up work. Such employees are considered to be Regular Shift Employees.

	<b>WEEK 1</b>	<b>WEEK 2</b>	<b>WEEK 3</b>	<b>WEEK 4</b>	<b>WEEK 5</b>	<b>WEEK 6</b>	<b>WEEK 7</b>	<b>WEEK 8</b>
	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>
12-8	NNNNN	NNNNN	EEEE	EEEE	DDDD	DDDD	NNNNN	NNNNN
8-4	DDDD	DDDD	NNNNN	NNNNN	EEEE	EEEE	DDDD	DDDD
4-12	EEEE	EEEE	DDDD	DDDD	NNNNN	NNNNN	EEEE	EEEE

N = 12:00 A.M. TO 8:00 A.M.

D = 8:00 A.M. TO 4:00 P.M.

E = 4:00 P.M. TO 12:00 A.M.

Note: (1) Winter classifications may be utilized depending on weather conditions.

**"B:12" SHIFT SCHEDULE**

**ROUTINE CLEAN UP**

	<b><u>S</u></b>	<b><u>M</u></b>	<b><u>T</u></b>	<b><u>W</u></b>	<b><u>T</u></b>	<b><u>F</u></b>	<b><u>S</u></b>
Crew	X	N	N	N	N	N	X
Crew	X	N	D	D	D	D	X
Crew	N	N	N	X	X	N	N

X - Day Off

N - Night Shift 12:00 A.M. - 8:00 A.M.

D - Day Shift                      8:00 A.M. - 4:00 P.M.

**B:12(a)**      Winter classifications may be utilized depending on weather conditions.

**B:12(b)**      The Employer reserves the right to change this Shift Schedule upon seventy-two (72) hours notice being provided to Employees.



**"B:13"SHIFT SCHEDULE**

**WINTER ROAD PATROL  
SPECIFIC TO TRUCK DRIVER SAND/SALT SPREADERS - FOUR (4)**

Employees who work as Truck Driver Sand/Salt Spreader(s) are considered Regular Shift  
Employees who work the Winter Road Patrol shift schedule during the Winter Control period.

<b>November</b>				<b>January</b>				<b>March</b>			
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DATE	12 - 8	8 - 4	4 - 12	DATE	12 - 8	8 - 4	4 - 12	DATE	12 - 8	8 - 4	4 - 12
- M	All	Day	Shift	- M	2	1	3	- F	1	4	3
- T	2	1	3	- T	2	1	-1	- S	2	4	3

-W	2	1	4	-W	2	1	4	-S	2	4	3
-T	3	1	4	-T	3	1	4	-M	2	1	3
-F	3	1	4	-F	3	1	4	-T	2	1	-4

-S	3	2	4	-S	3	2	4	-W	2	1	4
-S	3	2	4	-S	3	2	4	-T	3	1	4
-M	3	2	1	-M	3	2	1	-F	3	1	4

-T	-1	2	1	-T	-4	2	1	-S	3	2	4
-W	4	2	1	-W	4	2	1	-S	3	2	4
-T	4	3	1	-T	4	3	1	-M	3	2	1

-F	4	3	1	-F	4	3	1	-T	-2	2	1
-S	4	3	2	-S	4	3	2	-W	4	2	1
-S	4	3	2	-S	4	3	2	-T	4	3	1

- M	1	3	2	- M	1	3	2	- F	4	3	1
- T	1	-4	2	- T	1	-2	2	- S	4	3	2
- W	1	4	2	- W	1	4	2	- S	4	3	2

-T	1	4	3	-T	1	4	3	-M	1	3	2
-F	1	4	3	-F	1	4	3	-T	1	-3	2
-S	2	4	3	-S	2	4	3	-W	1	4	2

-S	2	4	3	-S	2	4	3	-T	1	4	3
-M	2	1	3	-M	2	1	3	-F	1	4	3
-T	2	1	-2	-T	2	1	-3	-S	2	4	3



-W	2	1	4	-W	2	1	4	-S	2	4	3
-T	3	1	4	-T	3	1	4	-M	2	1	3
-F	3	1	4	-F	3	1	4	-T	2	1	-1

-S	3	2	4	-S	3	2	4	-W	2	1	4
-S	3	2	4	-S	3	2	4	-T	3	1	4
-M	3	2	1	-M	3	2	1	-F	3	1	4

-T	-3	2	1	-T	-1	2	1	-S	3	2	4
-W	4	2	1	-W	4	2	1	-S	3	2	4
-T	4	3	1								

**"B:13" SHIFT SCHEDULE**

DECEMBER				FEBRUARY				APRIL			
DATE	12 - 8	8 - 4	4 - 12	DATE	12 - 8	8 - 4	4 - 12	DATE	12 - 8	8 - 4	4 - 12
-F	4	3	1	-T	4	3	1	-M	3	2	1
-S	4	3	2	-F	4	3	1	-T	-4	2	1

-S	4	3	2	-S	4	3	2	-W	4	2	1
-M	1	3	2	-S	4	3	2	-T	4	3	1
-T	1	-1	2	-M	1	3	2	-F	4	3	1

-W	1	4	2	-T	1	-4	2	-S	4	3	2
-T	1	4	3	-W	1	4	2	-S	4	3	2
-F	1	4	3	-T	1	4	3	-M	1	3	2

-S	2	4	3	-F	1	4	3	-T	1	-2	2
-S	2	4	3	-S	2	4	3	-W	1	4	2
-M	2	1	3	-S	2	4	3	-T	1	4	3

-T	2	1	-4	-M	2	1	3	-F	1	4	3
-W	2	1	4	-T	2	1	-2	-S	2	4	3
-T	3	1	4	-W	2	1	4	-S	2	4	3



-F	3	1	4	-T	3	1	4	-M	2	1	3
-S	3	2	4	-F	3	1	4	-T	2	1	-3
-S	3	2	4	-S	3	2	4	-W	2	1	4

- M	3	2	1	- S	3	2	4	- T	3	1	4
- T	- 2	2	1	- M	3	2	1	- F	3	1	4
- W	4	2	1	- T	- 3	2	1	- S	3	2	4

-T	4	3	1	-W	4	2	1	-S	3	2	4
-F	4	3	1	-T	4	3	1	-M	3	2	1
-S	4	3	2	-F	4	3	1	-T	-1	2	1

-S	4	3	2	-S	4	3	2	-W	4	2	1
-M	1	3	2	-S	4	3	2	-T	4	3	1
-T	1	-3	2	-M	1	3	2	-F	4	3	1

-W	1	4	2	-T	1	-1	2	-S	4	3	2
-T	1	4	3	-W	1	4	2	-S	4	3	2
-F	1	4	3	-T	1	4	3	-M	1	3	2

-S	2	4	3					-T	1	-4	2
-S	2	4	3								

**“B:14” SHIFT SCHEDULE**

**MUNICIPAL ARENAS AND COMMUNITY CENTRES**

Arena Maintenancepersons and Arena Maintenancepersons Lead Hand who regularly work in the Municipal Arenas and Community Centres are Regular Shift Employees.

**B:14(a) Hours of Work**

<u>Arena Class</u>	<u>Shift</u>	<u>Hours</u>	<u>Duration</u>	<u>Schedule</u>
Class 1	Day Shift	9:00 A.M. to 5:00 P.M.	8 hours	B:16
Class 1	Evening Shift	5:00 P.M. to 1:00 A.M.	8 hours	
Class 2	Day Shift	6:00 A.M. to 4:00 P.M.	10 hours	B:17
Class 2	Evening Shift	2:00 P.M. to 12:00 A.M.	10 hours	
Class 3	Evening Shift	4:00 P.M. to 12:00 A.M.	8 hours	B:18

*NB Employees are subject to the provisions detailed in SCHEDULES B:15 to B:18.*

Notwithstanding B:14(a) above, Employees in Class 1 Arenas may be required to commence work no earlier than 6 a.m. and ending no later than 1:00 a.m. with seventy two hours notice, on Saturdays, and Sundays, only.

**B:14(b)** Employees who work in the Municipal Arena System and who's hours of work are subject to Schedules B:16 to B:18 will be paid at straight time.

**B:14(c) Distribution of Overtime within Municipal Arenas**

Notwithstanding the provisions of Article 21.05, overtime hours within the Municipal Arenas will first be made available as equitably as possible to those Employees within an arena who occupy the Job Classification of Arena Maintenanceperson or Arena Maintenanceperson Lead Hand.

Overtime will then be made available to Employees in the Arenas within the Area Section/Zone, then to other Employees in the Municipal Arena system.

**B:14(d)** Part Time Employees will work variable hours subject to operational need. Where indicated on the Schedule for Class 2 and 3 Arenas, Part Time hours will be scheduled in accordance with Article B:05(1) and (2).

Note: Notwithstanding the provisions of Article 11:01(1)(a), the Employer agrees to rehire Casual/Seasonal Arena Maintenancepersons at the commencement of each season in order of longest discontinuous service, provided the Employee was recommended for rehire and work is available. At the commencement of the Arena Season, rehired Casual Seasonal Arena Maintenancepersons shall be advised by the Employer of the outlook for overtime, and duration of the season at the various arenas where Casual/Seasonal Part Time Employees will be scheduled, and polled in order of hire for selection amongst the arenas available. Any additional Casual/Seasonal Arena Maintenancepersons hired will be scheduled based on operational need.

**"B:15" SHIFT SCHEDULE**

**B:15(a)** Municipal Arenas and Community Centres Area Sections and Class of Arenas areas follows:

<u>AREA SECTION</u>	<u>ARENA</u>	<u>Class</u>
Zone 1	Garson Arena/Community Centre	1
	Coniston Arena	2
	Falconbridge Arena	3
	Capreol Arena	2
Zone 2	Cambrian Arena	2
	Carmichael Arena	1
	Countryside Sports Complex	1
	McClelland Arena/Community Centre	1
	T.M. Davies Community Centre(Arena)	1
	Barrydowne Arena	2
Zone 3	Chelmsford Arena	1
	Centennial Arena	1
	Dr. Edgar Leclair Community Centre	1
	Raymond Plourde Arena	1
	Jim Coady Memorial Arena	3

**B:15(b)** Class 1 Arena: Is defined as a three (3) person operation with Part Time Employee support in a facility with high program demand.

Class 2 Arena: Is defined as a two (2) person operation with Part Time Employee support in a facility with moderate program demand.

Class 3 Arena: Is defined as a one (1) person operation with Part Time Employee support in a facility with low program demand.

**B:15(c)** It is agreed that the Employer may transfer an arena from one class to another based on changing program demand, on thirty (30) days written notice to the Union and affected Employees.



**"B:16" SHIFT SCHEDULE**

**CLASS 1 - ARENAS**

**CARMICHAEL ARENA, COUNTRYSIDE SPORTS COMPLEX, MCCLELLAND ARENA/COMMUNITY CENTRE,  
GARSON ARENA/COMMUNITY CENTRE, CHELMSFORD ARENA, DR. EDGAR LECLAIR COMMUNITY CENTRE,  
RAYMOND PLOURDE ARENA, CENTENNIAL ARENA, T. M. DAVIES COMMUNITY CENTRE (ARENA)**

<b>1st Week</b>	<b>2nd Week</b>	<b>3rd Week</b>	<b>4th Week</b>	<b>5th Week</b>	<b>6th Week</b>	<b>7th Week</b>	<b>8th Week</b>	<b>9th Week</b>
<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>
EXXDDDD	EEEXDD	DDEEEX	XDDDEE	XXXDDDE	EEEXDD	DDEEEX	DDDEEEX	XXDDDE
DDEEEX	DDDEEEX	XXDDDE	EXXDDDD	EEEXDD	DDEEEX	XDDDEE	XXXDDDE	EEEXDD
XDDDEE	XXXDDDE	EEEXDD	DDEEEX	DDDEEEX	XXDDDE	EXXDDDD	EEEXDD	DDEEEX

X - DAY OFF

D - DAY SHIFT

E = EVENING SHIFT

D = DAY SHIFT BETWEEN 9:00 A.M. AND 5:00 P.M.

E = EVENING SHIFT BETWEEN 5:00 P.M. AND 1:00 A.M.

X = DAY OFF

Note: Part Time Employees will be scheduled subject to operational need.

**"B:17" SHIFT SCHEDULE**

**CLASS 2 ARENAS**

**BARRYDOWNE ARENA, CAMBRIAN ARENA,  
CAPREOL ARENA AND CONISTON ARENA**

**SHIFT SCHEDULE**

Week 1

Employee	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
A	Position 1	X	X	E	E	X	D	D
B	Position 2	D	D	X	X	E	E	X

C	Part Time Staff	V	V	X	X	X	X	V
---	-----------------	---	---	---	---	---	---	---

Week 2

Employee	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
A	Position 1	D	D	X	X	E	E	X

B	Position 2	X	X	E	E	X	D	D
C	Part Time Staff	V	V	X	X	X	X	V

D = DAY SHIFT 6:00 A.M. to 4:00 P.M.

E = EVENING SHIFT = 2:00 P.M. to 12:00 A.M.

X = DAY OFF

V = VARIABLE HOURS BASED ON OPERATIONAL NEED

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**"B:18" SHIFT SCHEDULE**

**CLASS 3 - ARENAS**

**J. COADY MEMORIAL ARENA AND FALCONBRIDGE ARENA**

	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
Full Time Position 1	X	X	E	E	E	E	E
Part Time Position 2	V	V	V	V	V	V	V

E = EVENING SHIFT 4:00 P.M. TO 12:00 A.M.

PART TIME EMPLOYEES WILL WORK VARIABLE HOURS SUBJECT TO OPERATIONAL NEED

**"B:19"SHIFT SCHEDULE**

**SUDBURY COMMUNITY ARENA**

**ARENA MAINTENANCEPERSON - ARENA MAINTENANCEPERSON LEAD HAND**

<b>1st Week</b>	<b>2nd Week</b>	<b>3rd Week</b>	<b>4th Week</b>
SSMTWTF	SSMTWTF	SSMTWTF	SSMTWTF
XXEEEE	EEXDDDX	XXDDDDDDDX	DDDX
XXDDDDD	DDXDDDX	XXEEEEEE	EEXDDDX
DDXDDDX	XXEEEEEE	EEXDDDX	XXDDDDDX
EEXDDDX	XXDDDDDDDX	DDDX	XXE

X =DAY OFF

D= DAY SHIFT                      8:00 A.M. TO 4:00 P.M.

E =EVENING SHIFT                4:00 P.M. TO 12:00 A.M.

The Hours of Work concerning Shift Schedule B:19 shall be:

- (i) A day shift commencing at 8:00 a.m. and ending at 4:00 p.m.
- (ii) An evening shift commencing at 4:00 p.m. and ending at 12:00 midnight
- (iii) A night shift commencing at 12:00 midnight and ending at 8:00 a.m.
- (iv) Part Time Employees will work variable hours subject to operational need.

Notwithstanding Article B:05(2) it is understood that the Employer may change this schedule on seven (7) calendar days notice.



**"B:20" SHIFT SCHEDULE**

**CEMETERY SERVICES**

	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
EMPLOYEE #1	X	X	X	D	D	D	D	D	X	D	D	D	D	D
EMPLOYEE #2	D	X	D	D	D	D	D	X	X	X	D	D	D	D

D = Day Shift - 8:00 AM to 4:00 PM.  
X = Day Off

- B:20(a)** The above noted Shift Schedule is implemented on a seasonal basis and is in effect from April 16th, to November 15th each year.
- B:20(b)** The Shift Schedule for Employee #1 shows the hours and days of work for the Permanent Full Time Cemetery Operator position during the seasonal period as shown above. The remainder of the year, the hours of work for the Permanent Full Time Cemetery Operator shall be eight (8) hours per day Monday to Friday. The daily hours of work shall include a one-half (½) hour paid lunch period.
- B:20(c)** Part Time Employees will work variable hours as required.
- B:20(d)** The Employer reserves the right to change this Shift Schedule upon seventy-two (72) hours notice being provided to the Employees.

\* \* \* \* \*

**"B:21" SHIFT SCHEDULE**

**GREATER SUDBURY AIRPORT**

- B:21(a)** **Airport Operations Servicepersons - A.F.F.S. - Lead Hand**  
**Airport Operations Servicepersons - A - A.F.F.S.**  
**Airport Operations Servicepersons - B - A.F.F.S.**

The normal work week for the above noted classifications 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 a one-half (½) hour paid 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.

- B:21(b)** **Mechanic III and Airport Operations Serviceperson(s)**

The normal work week for the above noted classifications 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 a one-half (½) hour unpaid lunch.

When the Airport Operations Serviceperson is assigned to shift work, the normal work day shall be eight and one half (8½) hours with a one-half (½) hour paid lunch.

**“B:22” SHIFT SCHEDULE**

**SKI HILLS**

**B:22(a)** Employees who fall within the scope of this Agreement and are scheduled to work at CGS Ski Hills during the period of November 1st to March 31st of any given ski season are considered Regular Shift Employees and are subject to the provisions of Schedule “B”.

**B:22(b)** The normal work week for Permanent Full Time and Temporary Employees shall consist of an average of forty (40) hours with days off. The normal work day will vary between eight (8) to ten (10) hours per day subject to operational demand. 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 users of Adanac Ski Hill can be adequately met.

**B:22(c)** Employees will be required to carry out regularly scheduled work on Saturdays and Sundays. The hours of work will be determined by the Manager of Events, Aquatics and Ski Hills.

**B:22(d)** The Parties agree that overtime for Employees working at Adanac Ski Hill will only be paid once an Employee has completed forty (40) hours or work in any given work week.

**B:22(e)** Part Time Employees will work variable hours as required.

Note: The hours of work at the facility will be determined by the Employer within the above limits, and evaluated at the end of the season to determine overtime paid. If the Employer deems that a twelve (12) hour straight time flex shift (instead of the limit of ten (10) hours above) would have materially improved the viability of the facility, the Employer may, with prior full financial disclosure to the Union, implement a twelve (12) hour straight time flex working hours (within the above limit of forty (40) per week) at the commencement of the next season.

\*\*\*\*\*

**“B:23” SHIFT SCHEDULE**

**FLEET SECTION - FROBISHER, ST. CLAIR AND TRANSIT**

The hours of work in the Mechanical shops of the fleet section will consist of a forty (40) hour work week with Employees working days and evening shifts:

Day Shift: 8:00 a.m. to 4:00 p.m.

Evening Shift: 4:00 p.m. to 12:00 midnight

Frobisher and St. Clair will work the above shifts on Monday - Friday Schedule. Transit will work on a seven day schedule, subject to B:05(1) and (2).

**“SCHEDULE “B”**

**LETTER OF COMMITMENT**

**LCB:1 Coveralls - Trouble Investigation Vehicles**

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

**LCB:2 Standby Pay**

That those Employees who are and remain in the permanent classifications of Trouble Investigators or Trouble Investigator Helpers as of January 1st, 1982 (specifically: C. Page, R. Laforge and A. Auger), will receive Standby Pay when so assigned as follows:

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

**LCB:3 Airport Employees**

The Parties agree that the training of Employees with regard to vehicle operations shall be the responsibility of the Mechanic III and an Airport Operations Serviceperson A.F.F.S. Lead Hand. The Parties agree that the training of Employees with regard to other duties shall be the responsibility of an Airport Operations Serviceperson A.F.F.S. Lead Hand.

**LCB:4 Treatment of Specified Paid Holidays - Plants Section**

The Parties to this Agreement agree to implement the following on a trial basis, commencing with the weekend including Good Friday and Easter Monday in the year 2000. Should either party become dissatisfied with the system, the previous practice will be reverted to giving thirty (30) days notice in writing. Any party serving notice to cancel the trial, need not demonstrate cause to do so:

- (1) The Parties agree that the current practice in the Plants Section with respect to Specified Paid Holidays, is that the Employees scheduled to work on Specified Paid Holidays listed under Article 18:01 of the Collective Bargaining Agreement receive time and one-half (1½) for all hours worked in addition to a day's pay, as outlined in Article 18:04(1)(i). If they work a twelve (12) hour shift on that day (i.e.: Saturday or Sunday), they receive twelve (12) hours Specified Holiday pay for that shift, in addition to pay for hours worked.
- (2) Article 18:03 does not operate for Regular Shift Employees within the Plants Section. Rather, they receive the Specified Paid Holidays as listed in Article 18:01 as days off with pay. If these days also fall on their regular days off, they receive Specified Paid Holiday pay for these days, in any event.
- (3) The Employees in this Section have indicated a desire to enjoy more lieu days, as other Employees of this Bargaining Unit enjoy.
- (4) To act on this desire, the Parties agree to allow all Regular Shift Employees within this Plants Section to take the day off in lieu with eight (8) hours Specified Holiday Pay as outlined in Article 18:03. Premium pay (per Article 18:04(1)(i)) will apply to those Employees called upon to work on the lieu day outlined in Article 18:03 in addition to their eight (8) hours Specified Holiday Pay. It is understood that this provision will require concurrence of the Ministry of Labour. Employees called upon to work on the actual Specified Paid Holiday (as outlined in Article 18:01) shall receive regular rates of pay for that day.
- (5) Articles 18:04(1)(i) and 18:04(2) will apply to the lieu day as outlined in Article

18:03, not the actual specified holiday outlined in Article 18:01.

**LCB:5 Frequent Change Of Shift Schedule**

It is agreed that if the provision for changing shifts (B:05(2)) is frequently applied, that the issue will be an appropriate subject matter for discussion at Labour Management Committee Meetings.

**LCB:06 Grand Parenting Of Existing Airport Operations Serviceperson "B"**

Notwithstanding the rate for this classification in Schedule "A", the Parties agree to grandparent the existing incumbent, Sean Carroll, at the previous rate of pay for this classification (including General Wage Increase) until he completes his training period.

**SCHEDULE "C"**

**PROVISIONS SPECIFIC TO PART TIME EMPLOYEES**

All provisions of the Collective Bargaining Agreement shall apply to all Part Time Employees in the Local 4705 Outside Service and Maintenance Unit, except as follows:

**C:01      ARTICLE 8:13 - Employee Records**

Shall apply to Part Time Employees, save that the twelve (12) month period shall be interpreted as a per hour equivalent of two thousand and eighty (2,080) hours.

**C:02      ARTICLE 11:04 - Probationary Period**

Shall apply to Part Time Employees, save that the Part Time probationary period shall be the first five hundred (500) hours of employment.

**C:03      ARTICLE 12 - Loss of Seniority and Termination of Employment**

Shall not apply to Part Time Employees. Rather the following provisions shall apply:

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

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Unavailability for work on three (3) consecutive occasions when the Employee is contacted by his/her Supervisor to appear for work unless a reasonable explanation, acceptable to the Employer, is provided by the Employee. Only one (1) occasion will be counted for the purpose of this clause per calendar day, and no occasions will be counted for the purpose of this clause after twenty-four (24) hours have been worked in a week;
- (d) Absent without leave for any period in excess of five (5) consecutive working days.

**C:04      ARTICLE 13:02(3) - Trial Period**

Shall apply to Part Time Employees, save that a Part Time Trial Period shall be two hundred and fifty (250) hours.

**C:05      ARTICLE 13:04(1) - Employee Relocation - Polling**

Shall apply to Part Time Employees, save that they will only be polled when Part Time vacancies exist in their classification.

**C:06      ARTICLES 15, 16 AND 17 - Pregnancy, Parental and Adoption Leave**

Shall apply to Part Time Employees, however the "top-up" provisions of Pregnancy Leave and Adoption Leave (wherein an Employee will receive the difference between their E.I. Weekly Benefit Rate and seventy-five (75%) percent of the Employee's Regular Earnings) shall only apply to Regular Part Time Employees.

**C:07      ARTICLE 18 - Specified Paid Holidays**

Shall apply to Regular Part Time Employees. However, the eligibility for payment

and amount of Specified Holiday Pay owed to the Regular Part Time Employee, shall be as prescribed in *The Employment Standards Act*.

Casual/Seasonal Part Time Employees shall receive Statutory Holiday Pay in accordance with *The Employment Standards Act*. Student Employees as defined in Article 37:07 shall be considered Casual/Seasonal Employees.

**C:08      ARTICLE 19 - Annual Vacations**

Shall not apply to Part Time Employees. Rather, Part Time Employees shall receive four (4%) percent of their gross earnings with each payroll cheque. Part Time Employees shall be granted, at their option, unpaid leave each year equivalent to their vacation pay (i.e.: two (2) weeks), however, their rights to scheduling vacation shall be subordinate to the rights of Permanent Full Time Employees, regardless of their level of seniority relative to Permanent Full Time Employees. Should a Part Time Employee transfer to Permanent Full Time, they will in that year be entitled to the vacation that their seniority dictates as a Full Time Employee less their accrued vacation pay received to that date.

**C:09      ARTICLE 20 - Hours of Work**

Shall not apply to Part Time Employees, rather, Part Time Employees shall not be guaranteed a specific number of hours per week and hours of work may not be the same as Full Time Employees. The normal work week shall not be more than twenty-four (24) hours during the period Saturday to Friday inclusive.

**C:10      ARTICLE 21:01 - 21:06 - Overtime**

Shall not apply to Part Time Employees. Rather, the following shall apply:

- (a) Part Time Employees shall only receive overtime pay, after having worked eight (8) hours in any day, or over forty (40) hours in any work week. Overtime rates shall be paid at the rate of time and one-half (1 ½) the Employee's regular rate and shall be paid for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day.
- (b) Overtime not continuous with a shift, shall be offered to Part Time Employees only after it is offered to Permanent, Probationary Full Time Employees and Temporary Employees within each Area Section/Zone.
- (c) Overtime will be offered to Permanent Full Time Employees in each department after qualifying Part Time Employees having worked less than eight (8) hours in a day or forty (40) hours in a week have been given the opportunity to work, per employee classification.
- (d) When overtime has been offered to all Full Time and to all Part Time Staff who qualify for overtime and has been refused by said Staff, and the work is required to be done, the overtime shall be assigned to the Junior Employee in the Area Section/Zone until the limits in Article 21:07(1) are reached.

(e) Article 21:08 and 21:09 (Meal Allowance) shall apply to Part Time Employees.

**C:11**     **ARTICLES 22 - Shift Differential**

Shall apply, but only to Regular Part Time Employees.

**C:12**     **ARTICLE 23 - Standby**

Shall not apply to Part Time Employees.

**C:13**     **ARTICLES 25:00 AND 26:00 - Benefits - Group Insurance and Sick Leave**

Shall not apply to Part Time Employees. Rather, Regular Part Time Employees will receive eight (8%) percent of their gross straight time hourly wages in lieu of all benefits.

**C:14**     **ARTICLE 26:02 - Bereavement Leave**

Shall apply to Part Time Employees, save that the three (3), two (2), and one (1) day leave provisions contained in the Article shall apply as consecutive calendar days and only to scheduled hours regardless of whether they are working days or not. The same principles will apply to Jury Duty.

**C:15**     **ARTICLE 31:06 - Safety Footwear**

Shall not apply to Part Time Employees.

**C:16**     **ARTICLE 37 - Definitions**

The definitions in Article 37:01 (Permanent Full Time Employee), Article 37:02 (Probationary Full Time Employee) and 30:03(c) (Temporary Employee), shall not apply to Part Time Employees. Rather, definitions in Articles 37:03(a) and (b) shall apply.

**C:17**     **ARTICLE 36:07(2-4) - Change of Reporting Depot**

Shall not apply to Part Time Employees.



APPENDIX "A"

**THE CITY OF GREATER SUDBURY  
ADVANCE VACATION PAY REQUEST - HOURLY RATED EMPLOYEES**

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

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

This application must be in the hands of the Payroll Department not later than **four** **(4) weeks prior** to the Employee's holiday period.

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

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

Department \_\_\_\_\_

do hereby apply for an Advance Vacation Pay.

My Holiday period is from \_\_\_\_\_

to \_\_\_\_\_, and I require the

Advance Pay by payroll period ending \_\_\_\_\_

\_\_\_\_\_.

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

APPROVED BY GENERAL MANAGER \_\_\_\_\_

DATE RECEIVED BY PAYROLL SECTION \_\_\_\_\_

**APPENDIX "B"**

**THE CITY OF GREATER SUDBURY**

**APPLICATION FORM**

**BEREAVEMENT LEAVE PAY**

I, \_\_\_\_\_  
Employee's Name (Please Print)

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

(Name of Deceased)

whose relationship to me was \_\_\_\_\_

and whose residence was \_\_\_\_\_

The above-noted member of my Immediate Family died on

\_\_\_\_\_, 20 \_\_\_\_\_.

DATE \_\_\_\_\_

EMPLOYEE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

APPROVED **G** DATE \_\_\_\_\_

NOT APPROVED **G** DATE \_\_\_\_\_

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

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

General Manager or designate

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

## LETTER OF COMMITMENT

As part of the Terms of Settlement for the new Collective Bargaining Agreement between the City of Greater Sudbury (Employer) and the Canadian Union of Public Employees, and its Local 4705 Outside Service and Maintenance Bargaining Unit (Union), the Parties hereto agree to commit themselves to the following:

### **LC:01      Straight Time Shift Schedules**

It is agreed that the Employer may introduce additional Straight Time Shift Schedules to those which are now in effect, provided the Employer gives the Employee and the Union forty-eight (48) hours prior notice. The work to be performed will be the repair and maintenance of valves and scheduled sewer and water main preventive maintenance, swabbing and flushing of water mains, line painting, and polyphosphate swabbing program. This type of work shall not be performed on a shift basis when it could be performed during regular hours of work. The work week for such shifts shall be Monday to Friday inclusive, during the period of May 1st to October 31st, and utilizing up to a maximum of ten (10) Employees. Employees working under these Straight Time Shift Schedules shall be considered Regular shift Employees, for the duration of their assignment to a Straight Time Shift Schedule.

### **LC:02      Bank Time**

Notwithstanding the provisions of Article #21 - OVERTIME, both Parties agree that any Permanent or Probationary Full Time Employee requested and authorized to work overtime in excess of a regular work day shall be granted time off as mutually agreeable between the Employee and his/her Immediate Non Union Supervisor involved. Specified Holiday pay occurring on a Regular Day off, and Premium pay for working on a Specified Paid Holiday is also bankable.

The accrual of Bank Overtime shall be at the prevailing rate at which it is earned to a maximum of the dollar value equivalent of sixty (60) hours pay at the basic rate of the Employee. For Employees in the Fleet Section, Meter and Carpentry Shop this limit shall be eighty (80) hours. For Employees in the Arenas and the Airport, this limit shall be two hundred (200) hours. Should the Employer elect to reorganize and split a Parks and Recreation Section off from the Water, Sewer, Roads, Facilities and Grounds Section, the bank time limit for this new section will be eighty (80) hours.

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

It is further agreed and understood that any such accumulated time not taken by November 30th or paid out in June shall be paid for by the Employer in the pay period before Christmas. The payout date for Arenas shall be August 1st.

The application of the above is dependent on the Employee by October 31st each year indicating in writing to their supervisor, the following:

That they want their first hours of overtime work for one (1) of the following:

- (a) Cash Payout in June

OR

- (b) Cash Payout in December

OR

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

Notwithstanding any Article or Clause in the Collective Bargaining Agreement between The City of Greater of Sudbury and Canadian Union of Public Employees and its Local 4705, it is agreed and understood that this Item entitled BANK TIME is not subject to the Grievance Procedure.

**LC:03      Tool Insurance**

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

**LC:04      WSIB Form # 7**

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

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

**LC:05      Building Maintenanceperson**

Notwithstanding the provisions of Article 20:01(1)(i) of the CUPE and its Local 4705 Outside Service and Maintenance Bargaining Unit Collective Bargaining Agreement, the Parties expressly agree that normal hours of work for Employees located at Tom Davies Square in this classification shall be as follows:

- (1) One (1) Incumbent shall work the shift commencing at 7:30 a.m. and concluding at 4:00 p.m., with a one-half (½) hour unpaid lunch from Monday to Friday;
- (2) The other Incumbent shall work the shift commencing at 8:30 a.m. and concluding at 5:00 p.m., with a one-half (½) hour unpaid lunch from Monday to Friday;
- (3) It is agreed that these Employees shall alternate between these two (2) different hours of work on a weekly basis, or such other time period as is mutually agreed upon between the Parties. It is expressly understood that Overtime (Article 21:01) and Shift Premiums (Article 22) shall not apply to these regular hours of work.

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

**LC:06      One Person Snow Plow Operation**

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

**LC:07      Voluntary Demotion of Utilityperson Vacancy**

The Parties agree that a Permanent Full Time Employee may voluntarily elect to

move to a lower paying Permanent Full Time classification for personal reasons, by bidding on a posting in the desired classification, under the terms of the Collective Bargaining Agreement. As the Parties have agreed that Utilityperson vacancies shall not be posted under this Agreement, this Letter is intended to extend the same option to Employees for the Utilityperson classification.

Permanent Full Time Employees in higher paying classifications wishing to work in the Utilityperson classification on a Permanent Full Time basis, shall make such a request (indicating his/her preferred depot(s)), in writing, to the Director of Operations or designate for consideration for demotion to the classification before new Employees are considered for a Permanent Full Time Utilityperson vacancy.

It is understood that an accepted request does not guarantee the Employee the preferred depot indefinitely, as the Employer must maintain the ability to redeploy the workforce in response to operational need, and in accordance with the Collective Bargaining Agreement.

An Employee's request, once granted, is irrevocable. Employees wishing to leave the Utilityperson classification will do so via the Posting provisions of the Collective Bargaining Agreement.

This letter will not be applied to Temporary Utilityperson vacancies.

**LC:08 Deployment of Permanent Utilitypersons**

Notwithstanding the provisions of Article 13:04(2), which deals with Permanent Utilityperson vacancies, the Parties agree that a Permanent Utilityperson wishing to change reporting depots will make a request, in writing, to the Director of Operations (or designate) prior to October 1st, and March 31st of each year (to coincide with the planning for annual redeployment of staff), specifying the depot(s) desired, for consideration for transfer before Temporary Utilitypersons are deployed.

It is understood that an accepted request does not guarantee the Employee the preferred depot indefinitely, as the Employer must maintain the ability to redeploy the workforce in response to operational need, and in accordance with the Collective Bargaining Agreement.

**LC:09 Pay Stubs In Sealed Envelopes**

The Employer will ensure that Employees' pay information is delivered to them in a confidential format, by December 31st, 2002. In the event the technologies have not been brought on line by that point in time, this Letter commits the Employer to place the pay stubs in a sealed envelope on a manual basis by December 31st, 2002.

**LC:10 Training**

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

**LC:11 Garbage Collection Service Levels and Operating Procedures**

**LC:11(1) Garbage Collection Service Levels**

**LC:11(1)(a)** Garbage collection services within the boundaries of the former City of Sudbury will be assigned to the Local for a seven (7) year period from September 1st, 1998.

**LC:11(1)(b)** The former City Central Business District, and the balance of the former City Ward 9, will continue to be collected by private contractor.

**LC:11(2) Garbage Collection Operating Procedures**

**LC:11(2)(a)** Crew numbers, crew sizes and collection weights will be reviewed annually. Crew sizes and crew numbers will be adjusted accordingly in accordance with Items 2, 3, and 4 contained herein.

**LC:11(2)(b)** Garbage Collection Crews/Tonnages will consist of:

Four (4) - three (3) person collection crews for the established areas within the former City of Sudbury.

- (i) Total daily tonnage will be one hundred and twenty (120) tonnes (daily tonnage will be thirty (30) tonnes per crew between March 1st and November 30th.
- (ii) Total daily tonnage will be one hundred and four (104) tonnes (daily tonnage will be twenty-six (26) tonnes per crew) between December 1st and the end of February.

Two (2) - one (1) person collection crews for the established areas within the former City of Valley East.

- (iii) Total daily tonnage will be thirty (30) tonnes (daily tonnage will be fifteen (15) tonnes per crew) year round.

**LC:11(2)(c)** If the total daily tonnage increases above the limits established above, then the Employer will add one (1) additional crew the following day and remove the crew when total daily tonnage falls below the agreed limit.

**LC:11(2)(d)** If total daily weights decrease below these total daily tonnage limits over a full season (winter or summer), the number of crews will be reduced to comply with the agreed upon total daily tonnage limits. Garbage weights and crew sizes will be reviewed annually.

**LC:11(2)(e)** The starting time for crews for pick up on Christmas Day and Boxing Day shall be at 8:00 a.m. This starting time may be varied for reasonable cause to any other time mutually agreed to.

**LC:12      Medical Certificates**

Should an Employee on LTD incur over **TWO HUNDRED AND FIFTY (\$250.00) DOLLARS** in medical certificate expenses as required by our LTD carrier over a calendar year, on presentation of receipts to the Health and Safety Section, the Employer will give consideration to reimbursing the amount over **TWO HUNDRED AND FIFTY (\$250.00) DOLLARS**, on verification (with the Employee's consent) that the carrier required the certificates, and that the Employee was not directed away from the practitioner(s) in question for reasons of cost, and that there were no other circumstances surrounding the case that would make reimbursement inappropriate.

**LC:13      First Report of Frozen Sick Leave Banks**

It is understood and agreed that any Employee wishing to take issue with the transferred value (in days) of their frozen Sick Leave Bank from a predecessor municipality, may do so through the grievance procedure.

**LC:14      Retroactivity**

**LC:14(1)      General Wage Increase**

With respect to the General Wage Increase, the Employer agrees to pay retroactivity on wages paid to the effective date for the first General Wage Increase under this Agreement. Given the unusual circumstances surrounding the negotiation of this Agreement,

persons who have left the employ of the Employer between April 1st, and the date retroactive pay is paid to active Employees, shall be eligible for retroactive pay, provided they left a forwarding address with the Human Resources Division.

**LC:14(2) Wage Harmonization**

With respect to the harmonization of wages, all Employees being paid lower than the March 31st rates on Schedule "A", will have his/her wage moved to the rate shown for his/her classification on Schedule "A". Retroactivity on hours paid will be processed to the date of his/her assignment to the position. This issue will not exist for those who posted into a job.

All Employees being paid higher than the wage rate shown on Schedule "A", will have his/her wage recircled/frozen, and be ineligible for a General Wage Increase, until the earlier of:

- (i) the time when the wage for the classification as shown on Schedule "A" is higher than their frozen rate (as a result of GWFs); or
- (ii) two (2) years from date of ratification, at which time their rate will be moved to the rate shown on schedule A for that classification.

**LC:15 Close out of Transit Attendance Incentive Fund**

The Parties agree that the transit Attendance Incentive Fund will be closed out in 2002. However, those Employees at the Transit Garage who were formerly eligible to participate in the fund will be treated as is negotiated with the Transit Bus Operators under Schedule "H" of the Inside Bargaining Unit Collective Bargaining Agreement, with respect to the close out provisions.

**LC:16 Grand Parenting Group RRSP Participants and CSB's**

The Employer agrees to grandparent participation in payroll deduction Group RRSP's to those thirty-eight (38) Employees from the former City of Sudbury (with RBC Dominion Securities), those nine (9) Employees from the former Nickel Centre (with AGF) and those ten (10) Employees from the former Town of Walden (with Future Builders) in the current amounts deducted, per the listing of names provided to the Union on June 13th, 2002. The amounts cannot be adjusted up or down, and should an Employee wish to discontinue their contribution, their grand parented status will cease.

The Parties agree to meet to discuss the potential provision of a Group RRSP/ payroll deduction Canada Savings Bond program across CGS in the coming term, to determine if there is any material advantage to Employee's in having CGS involved in such an undertaking, and if so, how ap program might be constructed to minimize the administrative burden on the Employer in providing this service to Employees.

**LC:17 Grand parenting of Two (2) Casual Servicepersons**

The Parties have agreed to not carryover the casual class of Employee from the previous Local 1662 Collective Bargaining Agreement to the new Local 4705 (Service and Maintenance) Collective Bargaining Agreement. The Parties agree further, for the term of this Agreement, to grand parent the status of the two (2) Casual Servicepersons (Jamie Lamore and Ray Laine) with respect to Hours of Work and some Conditions of Employment, as outlined herein.

These Employees will work sixteen (16) hours per week, and may work more, subject to operational demand. These hours of work apply to these individuals, not to the positions they hold. Further, should one (1) of these Employees move to another classification by any means other than a Limited Posting, he will revert to the hours of work and conditions of Employment of that classification.

For other conditions of Employment, these Employees will be grand parented as follows:

- (a) For Safety Footwear, Group Insurance coverages, and Paid Holidays, Vacation Pay, Vacation entitlement, and entitlement for Shift Differential, these two ( 2) Employees will be entitled to the same provisions as negotiated for the Casual Bus Operators under the new Inside Bargaining Unit Collective Bargaining Agreement;
- (b) For the definition and application of Seniority, Overtime, Bereavement Leave and all other conditions of work, these Employees will be treated as Regular Part Time Employees, as detailed in Schedule "C".

**LC:18 Modified Work Program**

The Parties agree that the provision of modified work is an important issue. The Parties will discuss actions each can take to improve the Early and Safe Return to Work of Employees in Labour Management Committee meetings during the term, including the timing and circumstance that would call for the early formation of a Modified Work Program Team (MWPT) as referred to in the Employer's policy. It is agreed that the former Region's Policy the Employer has adopted for CGS will be modified to require Employer payment of all medical certificates required in connection with the program.

**LC:19 Government Grant Programs**

**LC:19(1)** The Parties agree that government Grant programs (e.g.: from HRDC, FedNor) have the potential to enhance the community and the quality of life of the Citizens of CGS. The Parties therefore agree that support/concurrence with applications for said grants will not be unreasonably withheld.

**LC:19(2)** At the time Union concurrence is sought the Employer is to provide the Union with a written explanation of the amount of funding sought number of jobs to be created, their term, wage(s), general duties, and expected outcomes of the project.

**LC:20 Transitional Semi-Private Provision**

The Parties agreed to eliminate semi-private and private hospital room coverages from the Plan, effective the first of the month following ratification of the 1996 - 1999 Agreement. All Employees were advised that this coverage is no longer available and if an Employee wants a semi-private or private room, they will pay for same directly. However, where Area Hospitals bill Employees for semi-private or private rooms without the Employee having requested same, those bills will be paid by the Employer on presentation of invoices to the Human Resources Division, and the issue of improper bills will be taken up by the Employer and the Hospital involved. The issue of improper billing will not exist where only semi-private/private rooms are available and the carrying agency can legally force the premium for the room to be paid. In such instances the premium for the room will be paid by the Employer. This arrangement only applies to semi-private/private rooms and will not be extended to current/future daily fees for chronically ill patients, or other accommodation charges which are not contemplated by our Plan design.

**LC:21 Tracking Temporary Employees**

The Employer commits to work with the Union to provide more current, regular and meaningful data on the status of Temporary Employees than that already provided under Article 11:02(2) (Listing of Temporary Employees). Automated and remote reporting will be explored as a means of providing quality information without excessively increasing administrative burden.

**LC:22 Transfer of Benefits to New Plan Design**

The Parties agree that, notwithstanding the provisions of Article 25:05, the



Employer will have the right to move all Employees who are entitled to Group Insurance benefits as detailed in this Agreement, to the former Region's Group Insurance Plan (as amended by the provisions of this Agreement), and select a new carrier(s) following completion of the tendering process to the Canadian Insurance Marketplace. The Employer commits to keep the Union apprised of the RFP process and outcomes as they become known, and the Union commits to provide the Employer with written information (based on its Local and National experience) of the various bidders' administrative/adjudication practices, effectiveness of rehabilitation/return to work programs, and other matters for the Employer's consideration. Further, in meetings with the Benefits Consultant and/or candidate presentations, its agreed that up to five (5) Union representatives will be invited to attend as full participants. However, the final decision on the selected carrier(s) shall rest solely with the Employer. All time for these meetings will be considered paid leave.

The expected date for transfer to the new carrier(s) is November 1st, 2002. In the interim period between the date of ratification and the date of transfer, Employees will be maintained on their current Group Insurance plans. Where benefits have been improved through the Transfer/this Agreement for an Employee, he/she will have the option of holding the claim until November 1st, and submitting it to the new carrier, or submitting it now to the existing carrier, at the existing level of reimbursement.

It is understood that the changes to the Retired/Disabled Benefit Plan will be applied retroactively to January 5th, 2002.

**LC:23      Grand Parenting of Seven (7) Casual Seasonal Arena Employees for Job Posting Consideration**

Should any of the following Employees apply to a Job Posting while they hold Casual Seasonal status, Article 13:01(1) of the Agreement shall fully apply, but the Employees order of consideration shall be ahead of Probationary Part Time, Temporary, and non Employees:

Darrell Paquette	Patrick St. Amour
Brian Beaupre	Roman Murmilo
Craig Guthrie	

This grand parented status shall apply on successive seasons if hired as an Arena Maintenanceperson, and shall only cease if the Employee quits, is terminated for reasons other than end of season, or moves to Permanent status.

**LC:24      New Position of Custodian**

The Parties agree that a new position of Custodian has been created for this type of work at the Trillium Centre, as the work performed does not fit entirely into any existing CGS Outside Unit Job description. The Parties therefore agree that the Employer will develop a Job Description for Custodian, and forward it to the Union for review. The Parties will then attempt to agree on a rate of pay for the position per the provisions of Article 13:03(2) of the Agreement, with recourse to the dispute resolution mechanism outlined therein if agreement cannot be reached.

**LC:25      2002 Student Rates**

Notwithstanding the Student rates shown in this Agreement, the Parties agree that for the balance of the 2002 Summer Student season, that the rates in effect on date of ratification for Student work shall remain unchanged for the duration of each Students' employment, save that each Students' rate will be subject to the three (3%) percent General Wage Increase and retroactivity provisions for the General Wage Increase, as outlined in this Agreement.

**DATED** at the City of Greater Sudbury, Ontario this      day of      , A. D. 2002.

**THE CITY OF GREATER SUDBURY**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #4705, C.L.C.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECTION CHAIR



## SICK LEAVE BY-LAW

### **BEING A BY-LAW OF THE CITY OF GREATER SUDBURY CONCERNING SICK LEAVE CREDIT GRATUITIES FOR THE EMPLOYEES OF THE CITY OF GREATER SUDBURY**

WHEREAS the Council of The City of Greater Sudbury deems it desirable to consolidate the various plans of sick leave credit gratuities for the Employees of the City of Greater Sudbury established by the Councils of the former Area Municipalities;

#### **NOW THEREFORE THE COUNCIL OF THE CITY OF GREATER SUDBURY ENACTS AS FOLLOWS:**

1. In this By-law,
  - (a) "AREA MUNICIPALITY" means any one of the former seven (7) area municipalities of the former Regional Municipality of Sudbury,
  - (b) "BASIC RATE" means the rate of pay of the individual's permanent job classification at the time of injury/sickness,
  - (c) "CITY" means the City of Greater Sudbury,
  - (d) "COUNCIL" means the Council of the City of Greater Sudbury,
  - (e) "EMPLOYEE" means only persons in the employ of the City of Greater Sudbury, in the following groups:
    - (i) Permanent Employees who are Members of the Canadian Union of Public Employees and its Local 4705, Inside and Outside Units;
    - (ii) Permanent, Non Union Employees representing management of the City of Greater Sudbury,
  - (f) "EMPLOYEE HEALTH CARE - personal maintenance of" means the personal attendance by a legally qualified and licensed medical practitioner, medical specialist, dentist, chiropractor, optometrist or physiotherapist for diagnostic or treatment services to an Employee whether through direct Employee contact or subsequent referral,
  - (g) "FROZEN SICK LEAVE CREDIT" means a per diem allowance or portion thereof as provided by this By-law for sick leave absence,
  - (h) "GENERAL MANAGER" means the Chief Administrative Officer, General Manager of Citizen and Leisure Services, General Manager of Corporate Services, General Manager of Economic Development and Planning, General Manager of Emergency Services, General Manager of Health and Social Services, General Manager of Public Works, and their designates,
  - (i) "MONTH" shall mean a calendar month,
  - (j) "NET PAY" means the value of the Employee's basic rate of pay less E.I., C.P.P., Income Tax, and O.M.E.R.S. deductions,
  - (k) "REGULAR ATTENDANCE" means the attendance of an Employee at his/her

duties for any month, on the days and during the hours for which his/her attendance is required during that month, according to the terms of his/her employment,

- (l) "SERVICE" means all attendances and authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks,
  - (m) "SICK LEAVE ABSENCE" means absence from regular attendance by sickness or other physical incapacity,
  - (n) "SICK LEAVE CERTIFICATE" means a certificate verifying a claim for sick leave in the form attached hereto and forming part of the By-law as Schedule "A", and
  - (o) "TREASURER" shall mean the Treasurer of the City of Greater Sudbury.
2. (a) A plan of sick leave credit gratuities is hereby continued for all Employees as defined above, save and except those Employees of the former Town of Onaping Falls and the former Town of Walden and, subject to the control of Council, the conduct and management of the plan shall be vested in the Director of Human Resources.
- (b) The Director of Human Resources shall perform all things necessary or incidental to carry on the frozen sick leave credit gratuities plan. Each General Manager, in conjunction with the Director of Human Resources, shall have the power to allow, amend or disallow any frozen sick leave credit or sick leave absence for an Employee in accordance with the terms of this By-law, provided, however, that the disallowance by the Director of Human Resources of any frozen sick leave credit or sick leave absence shall be subject to the appeal set out in Section 5 of this By-law.
- (c) The Treasurer shall provide and keep a Register in which all frozen sick leave credits for all Employees shall be recorded so that the register will show the net frozen sick leave credit of an Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credits.
- (d) Sick leave absences for those Employees who normally are considered to work a five (5) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one (1) day's credit. Sick leave absences that are less than a full day shall be charged against the credits on an hour for hour absence basis.
- (e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four (4) hours pay within a span of a work day.
- (f) Sick leave absences for those Employees who normally work a four (4) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one and one-quarter (1.25) days' credit.
3. (a) An Employee who is absent from his/her duties for more than five (5) working days from a compensable accident suffered during the course of his/her duties as an Employee of the City, may apply to the City to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth (6th) working day and for each additional working day for which the Employee is absent due to the accident, there shall be charged against his/her sick leave credits that portion paid to the said Employee by the City, converted to days or a portion thereof.
- (b) The City shall only deduct from the Employee's sick leave credits the change and excess portion of wages between the Worker's Safety Insurance and his/her net

basic daily rate. Should the Employee's sick leave credits become exhausted, then the City shall not continue further payments.

- (c) No Employee shall receive sick leave pay for absence in excess of his/her accumulated sick leave credit.
  - (d) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons which days of absence shall be deducted from their non-accumulative sick leave credits, subject to the provision that such compassionate leave is not provided by some other City provision.
  - (e) An Employee shall not be entitled to benefits under Section 3(d) if he/she fails, upon request, to furnish his/her Supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.
  - (f) Frozen sick leave credits shall not be paid out for the time period an Employee would qualify for Employment Insurance/Maternity/Parental Benefits.
  - (g) An Employee may subsidize his/her Weekly Indemnity Insurance Coverage to that of his/her basic salary, from his/her frozen sick leave credits in keeping with City policy and practices and the terms and conditions of the Master Contract.
  - (h) An Employee may subsidize his/her Long Term Disability (L.T.D.) Insurance Coverage to Eighty-five Percent (85%) of his/her basic salary from his/her frozen sick leave credits in keeping with the Employer policy and practices and the terms and conditions of the Master Contract.
- 4.
- (a) An Employee shall report his/her illness no later than the first (1st) hour on the first (1st) day on which such Employee is absent from his/her work, to his/her Supervisor, or as otherwise directed by sectional policy.
  - (b) Upon an Employee's return, he/she shall file with his/her Supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule "A", if the absence has been in excess of three (3) consecutive work days, he/she may also be required by his/her Supervisor to file a physician's certificate in accordance with the Weekly Indemnity Insurance Plan.
  - (c) The sick leave certificate, supported by a physician's certificate if required by the Supervisor, shall be filed when the claim of any Employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the Employee's normal day off.
  - (d) A General Manager or designate, upon previous notice or interview, may demand a medical doctor's certificate for a one (1) day or two (2) day sick leave of absence.
- 5.
- (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each General Manager an annual statement of frozen sick leave credits for each Employee in the Department. Any Employee shall have the right to appeal the contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the City prior to the 15th of March of the year in which the statement was received, provided that if no appeal is filed as aforesaid, the contents of the said statement shall be considered final and binding.
  - (b) A Board of Review for hearing of such appeals is hereby constituted consisting of the President of the appealing Employee's Union (or a representative in the case of a Non Union Employee), the Director of Human Resources, and a Chair of the Board, to be selected by the Union president (or the Non Union representative)

and the Director of Human Resources. If the Union President (or Non Union representative) and the Director of Human Resources are unable to agree, then the selection of Chair shall be made by the City Solicitor in his/her sole discretion. A majority decision of the Board of Review shall be final and binding upon the City and the Employee.

- (c) Where an appeal is filed with the Treasurer he/she shall forthwith notify the Director of Human Resources and President of the appealing Employee's Union (or Non Union representative). The Board shall set a date for the hearing of the appeal and the Chair shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven (7) days prior to the date set by the Board for the hearing of the appeal.
  - (d) The decision of the Board of Review in respect to any appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.
6. (a) When an Employee having five (5) years of completed service with the City or on transfer with uninterrupted service from an Area Municipality, save and except those Employees of the former Town of Onaping Falls, City of Valley East and Town of Walden, ceases to be employed by the City there shall be paid to him/her or to his/her personal representative or, failing a personal representative, to such other person as the Board of Review may determine:
- (i) for those Employees who normally work a five (5) day week an amount equal to his/her current daily salary, wages or other remuneration for one-half ( $\frac{1}{2}$ ) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half ( $\frac{1}{2}$ ) year's earnings at the basic daily rate received by him/her immediately prior to termination employment.
  - (ii) for those Employees who normally work a four (4) day week an amount equal to point eight zero (.80) ( $\frac{4}{5}$ ) of his/her current daily salary, wages or remuneration for one-half ( $\frac{1}{2}$ ) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half ( $\frac{1}{2}$ ) year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

7. Frozen sick leave credits payable herein shall be payable to any qualified Employee under Section 6(a) 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. Any dispute over amounts so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the Employee. This By-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

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

9. By-law 99-99A from the former Regional Municipality of Sudbury, By-law 82-119 and By-law 80-176 from the former City of Sudbury, By-law 97-03 from the former Town of Nickel Centre, By-law 99-34 from the former Town of Rayside-Balfour, and By-law 98-07 from the former City of Valley East are hereby repealed, with all credits and gratuities earned under those By-laws continued.

**READ AND PASSED IN OPEN COUNCIL** this      day of      , 2002.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



2002 - 2005  
**COLLECTIVE BARGAINING AGREEMENT**  
BETWEEN  
THE CITY OF GREATER SUDBURY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL 4705 OUTSIDE  
(Service and Maintenance) UNIT



### **AGREEMENT SUMMARY - KEY COMPONENTS**

1. Term - January 5th, 2002 to March 31st, 2005.
2. General Wage Increases (GWI):
  - 3% effective April 1st, 2002
  - 3% effective April 1st, 2003
  - 3% effective April 1st, 2004.
3. Retroactivity and Wage Harmonization:
  - (i) General Wage Increase paid retroactive to April 1st, and payable to Employees who resigned/retired since that time;
  - (ii) Employees paid lower than March 31st rates negotiated get wage increase immediately, and paid increase retroactive to date of posting/assignment under CGS;
  - (iii) Employees currently paid higher than March 31st rates negotiated have wages frozen for two (2) years, or until GWI moves rates negotiated above frozen rate.
4. Group Insurance Changes:
  - (a) Adoption of the former Region's Group Insurance Plan with the following Improvements:
    - (i) Orthodic Subsidy of \$400.00 per pair, two (2) pair per year maximum;
    - (ii) Smoking Cessation Provision - three (3) month supply per lifetime;
    - (iii) Current ODA Dental Fee Schedule for term;
    - (iv) Optional Group Life Insurance for Employees/Spouses in increments of \$10,000.00 (maximum \$250,000.00) available;
    - (v) Eyeglass maximum to increase by \$10.00 per year to \$270.00 - \$280.00 and \$290.00;
    - (vi) Hearing Aid maximum to increase to \$500.00 every five (5) years;
    - (vii) Basic Life Insurance coverage to increase from one and one-half (1½ x) earnings to two (2 x) times earnings;
    - (viii) Disabled Employees guaranteed to remain on active plan for two (2) years;
    - (ix) Retiree Plan available prior to age fifty-five (55), provided Employee eligible for unreduced pension;
    - (x) Surviving Spouse coverage increased from five (5) to ten (10) years.
  - (b) All Employees to move to common carrier(s) effective November 1st, 2002 (expected transfer date). Employees can submit claims now to existing carriers at previous levels, or hold claims and submit to new carrier after November 1st, 2002 at new levels. More information to follow.
5. Meal Allowance increasing by \$0.50 each year of the Agreement.
6. Shift Differentials (Afternoon, Night, and Sunday) increasing by \$0.05 each year of the Agreement.
7. Standby increasing by \$2.20 per day (\$15.40 per week) for the term.
8. Five (5) day Bereavement Leave provision for Spouse introduced.
9. Boot Allowance increasing by \$3.60 each year of the Agreement.
10. \$50.00 Tool Insurance provision introduced and incorporated with a \$5.00 increase in Tool Allowance each year of the Agreement.
11. Consideration of Employer payment of medical certificates over \$250.00 per year if on LTD, introduced.
12. Parental Leave earnings top up on Adoption increased to twenty (20) weeks.

13.                   New Summer Student rates negotiated, subject to General Wage  
Increases.
14.                   Part Time Employee provision incorporated - two (2) classes of Part  
Time Employee - Regular Part Time, and Casual/Seasonal Part Time.
15.                   For Regular Part Time Employees - guaranteed eligible for  
Specified Holiday Pay, Pregnancy and Parental Top Up, Shift Differentials, Payment in  
Lieu of Benefits, Bereavement Leave and two (2) weeks off for vacation each year.
16.                   In event bumping rights activated, right to bump into higher paying  
positions by seniority and ability guaranteed.
17.                   Extension to temporary postings allowed for reasons of illness/injury  
of permanent staff, or as result of third party Job Creation money.
18.                   Practice of polling by seniority within a classification for change in  
Reporting Depot, before posting vacancies, now extended to all classifications.
19.                   Guarantee that Full Time seniority will continue to accrue for all  
approved Leaves of Absence.

**2002 - 2005  
COLLECTIVE BARGAINING AGREEMENT  
THE CITY OF GREATER SUDBURY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL #4705 OUTSIDE (SERVICE AND MAINTENANCE) UNIT  
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