



2016 - 2019

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GREATER SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL 4705 OUTSIDE  
(Service and Maintenance) UNIT

13026 (05)

**2016-2019  
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AND  
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL #4705 OUTSIDE (SERVICE AND MAINTENANCE) UNIT**

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**THIS COLLECTIVE BARGAINING AGREEMENT** made and entered into this 1st day of April, 2016.

**BETWEEN:**

**THE CITY OF GREATER SUDBURY**

Hereinafter referred to as the "**Employer**"

**OF THE FIRST PART**

**AND**

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

Hereinafter referred to as 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/Superintendents and Assistant Manager of Arenas, CEO - Greater Sudbury Airport, and persons above the rank of Forepersons/Superintendent, Assistant Manager of Arenas, and CEO - Greater Sudbury Airport, Distribution and Collection Maintenance Officer, Water Maintenance Officer, Water Meter Compliance Officer, Operation Equipment Trainer, Ski Hill Supervisor, Ski Patrol Leader, Lead Service and Program Staff, Service and Program Staff (limited to work formerly performed by Arena Ushers and Usherettes, Canteen/Concession staff, Rink Rats, Ice Boys, Student Arena Operator, Student Arena Helper, Rink Helper, Student Arena Caretaker, and Student Arena Maintenance) Outdoor Rink Staff, Junior Arena Maintenanceperson, persons engaged in fire prevention and protection services and the 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.

**2:03** All newly proposed positions will be considered jointly by the Employer and the Union to determine if the position should be included or excluded from the Scope of this Agreement. The Union shall be notified a minimum of ten (10) calendar days prior to the position being posted. Where either Party requests a face-to-face meeting, such meeting will occur within the ten (10) day period prior to the posting of the new position. Such meeting shall not result in a delay of the posting of the new position.

### **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 - NO HARASSMENT OR DISCRIMINATION**

**4:01(a)** There shall be no discrimination practiced by either the Employer or the Union against any Employee because of his/her age (as defined in the *Ontario Human Rights Code*), race, religion, creed, colour, place of origin, sex, 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 practiced by the Employer or the Union.

**4:01(b)** The Employer and the Union recognize the right of every Employee to work in an environment free from harassment and discrimination on the basis of the prohibited grounds in the *Ontario Human Rights Code* and for those Employees governed by Federal jurisdiction, the *Canadian Human Rights Act*. Further, the Employer is committed to providing a safe and healthy workplace: free from actual, attempted or threatened violence or harassment per the *Ontario Occupational Health and Safety Act* and for those Employees governed by Federal jurisdiction, the *Canada Occupational Health and Safety Regulations*.

Discrimination is unequal treatment based upon any of the Prohibited Grounds in the *Ontario Human Rights Code* R.S.O. 1990 as amended and for those Employees governed by the Federal jurisdiction, the *Canadian Human Rights Act*.

Harassment is any course of vexatious comment or conduct on any of the Prohibited Grounds that is known or ought reasonably to be known to be unwelcome.

Workplace Harassment is a course of vexatious comment or conduct against a Worker in the workplace that is known or ought reasonably to be known to be unwelcome. Bullying is one form of Workplace Harassment.

Any claims of Discrimination or Harassment on any of the Prohibited Grounds may be referred under the Discrimination and Harassment Policy. Any reports of Workplace Violence or Workplace Harassment may be referred under the Workplace Violence and Harassment Prevention Policy or as amended.

It is agreed that the Employer will notify the Union if an Employee is either a complainant or a respondent in a claim or report under this Article prior to commencing an investigation into the claim or report.

The Parties are committed to cooperate to organize training events for the Employees aimed at educating Employees on the definitions above and the contents of the Harassment and Discrimination Policy and the Workplace Violence and Harassment Prevention Policy. It is important that all Employees and Management staff are made

aware of what constitutes discrimination and harassment and of the procedures and resources in place for dealing with allegations. Time spent at the training event will be time worked.

**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 and Organizational Development or the Director in jurisdiction 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 Employees' Complaints and Grievances, the Employer agrees that it will not cause or direct any lockouts of its Employees for the duration of this Agreement.

**7:02** The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down, stay-in or 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 16.

**8:01(3)** 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.

**8:01(4)** 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.

**8:01(5)** Any grievance by the Employer or the Union as provided under Article 8:10 shall be filed within sixty (60) working days of the occurrence.

### **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.

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 provided that no more than thirty (30) working days have elapsed since the occurrence of the alleged grievance.

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

### **8:03 Stage Two**

One (1) Union Grievance Committee Member accompanied by the aggrieved Employee, shall submit the written grievance to his/her respective Manager or Director or their designates and send one (1) copy to the Director of Human Resources and Organizational Development. A meeting shall take place with these participants within seven (7) working days from receipt of the notification from the Grievance Committee. The Grievor's attendance shall be paid by the Employer. An answer shall be given within seven (7) working days of the meeting. Any grievance which is not settled by the Manager or Director or their designates may proceed to Stage Three, provided that not more than seven (7) working days have elapsed since the receipt of the Employer's written reply at Stage Two.

**8:04**            **Stage Three**

Two (2) members of the Union Grievance Committee, and a National Representative or designates may then take the matter up with the Director of Human Resources and Organizational Development and another Senior Management Team member or their designates. The Grievor may attend this meeting at the discretion of the Union. Should the meeting take place at the Employee's regular depot/reporting location, their attendance shall be paid by the Employer. A meeting shall take place within eighteen (18) working days from receipt of notification from the Grievance Committee for a meeting between the respective Parties. Failing settlement at this meeting within nine (9) working days of receipt of the decision as submitted by the Director of Human Resources and Organizational Development and Senior Management Team member or their designates, then the matter may be referred to Arbitration as provided in Article 9, provided that not more than sixty (60) working days have elapsed since the date of the Stage Three decision.

**8:05**            When alternates are designated at any stage of the grievance process, they shall have the authority to resolve the grievance in question.

**8:06**            **General Grievances**

**8:06(1)**        It is understood that there is no General Grievance until the Director of Human Resources and Organizational Development and the Senior Management Team Member or their designate 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 8:04, Stage 3.

**8:06(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 Three of the Grievance Procedure, after Article 8:09 has been complied with.

**8:07**            **Group Grievances**

A Group Grievance shall be an alleged violation of the Collective Bargaining Agreement by two (2) or more Employees and arising out of the same set of circumstances as agreed to by the Parties. The resolution of the Group Grievance shall be binding upon all Grievors.

**8:08**            **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 and if an Employee is to be disciplined at the Step 3, Step 4 or Step 5 level, the Employer will notify the Secretary of the Union and the Unit Chair in advance. 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.

Should an Employee be placed on unpaid suspension pending investigation, the Employer will notify the Secretary to the Union and the Unit Chair.

**8:09**            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.

**8:10** The Employer shall notify an Employee of dissatisfaction concerning his/her work, or work habits, within twenty (20) working days of occurrence.

**8:11** Any Notice of Disciplinary Action shall be disregarded after a period of eighteen (18) months provided that no further disciplinary action has been recorded. Should an Employee be absent due to illness, personal leave of absence, or work related injury more than fifteen (15) calendar days then the eighteen (18) month time period will be stopped until the Employee returns to work. When the Employee returns the time period will be adjusted and the Employee advised. Should an Employee have a reoccurrence of an illness or injury within thirty (30) calendar days of returning to work that Employee would not have the benefit of the fifteen (15) calendar day waiting period. The Employer will advise the Employee in writing of the elimination of the disciplinary notices with a copy to be sent to the Union.

Notwithstanding the above, any Step 1 or Step 2 Notice shall be disregarded after a period of nine (9) months, provided no further disciplinary action has been recorded.

**8:12** 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.

**8:13** An Employee, upon written request to the Director of Human Resources and Organizational Development, may view the contents of his/her Personnel file in the Human Resources and Organizational Development Department at a time mutually convenient. An Employee may also, upon written request to the Director of Human Resources and Organizational Development, authorize a Union Representative to view the Employee's Personnel File in the Human Resources and Organizational Development Department 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 and Organizational Development, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

**8:14** **Evaluations**

A copy of any and all evaluations will be given to Full Time and Regular Part Time Employees before becoming part of the Employee's personnel file. Any and all evaluations of Temporary, Casual Part Time and Seasonal Part Time Employees conducted while employed by the Employer will be given to the Employee before becoming a part of their personnel file. When an evaluation is conducted at the end of a period of employment for a Temporary, Casual Part Time or Seasonal Part Time Employee which could result in not offering future employment to the Employee, the Employer will send a copy to the Employee's last known address as per Article 5:03 via registered mail.

**8:15** **Remedy for Overtime Complaint or Grievance**

Where the Employer acknowledges an error in overtime distribution, the Employer will offer the affected Employee a remedy in kind in the form of the appropriate number of hours of alternate work which will be paid at the appropriate overtime rate when worked. It is agreed that such alternate work is not work that would normally be done in the relevant classification and will not result in another Employee missing an overtime opportunity. Within three (3) months of acknowledging the error, the Employer will make at least three (3) remedy in kind offers for days when the Employee is neither scheduled to be at work nor on an approved leave. If the Employee declines all three (3) offers, the error will be considered corrected. If the

Employer fails to make the appropriate offers within three (3) months, the complaint or grievance may continue.

#### **8:16            Public Complaints**

All complaints submitted by the public shall be reduced to writing by the Complainant. No Employee shall be accused of committing an act until a proper and adequate investigation has taken place. Should the complaint prove to be valid, then the Employee shall be remitted with a copy of such complaint. If requested the Complainant shall be made known in confidence to the Chair of the applicable Bargaining Unit of CUPE and its Local 4705.

#### **ARTICLE 9:00 – ARBITRATION**

**9:01**            When either Party requests that a grievance be submitted to Arbitration, communication shall be sent to the other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within five (5) working days thereafter, the other Party shall answer by e-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.

#### **9:06            Arbitrators**

The Parties agree to meet by October 31st of each year of this Agreement to establish a list of Arbitrators to both Parties and to pre-book hearing dates. This list will be reviewed on an annual basis amended accordingly.

#### **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. Where Union dues are to be changed, as certified by the Treasurer of the Union, the Employer shall implement such change to be effective the second payroll period immediately following written notification.

**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** In April and October of each year, the Employer will forward electronically to the Section Chair and Secretary of the Local Union a list of all Employees including first and last name, current classification, employment status, home mailing address, and home phone number. In each year, the Union will receive an additional list of Employees upon written request.

**10:07** The Employer will provide each new Employee with a copy of the Collective Bargaining Agreement and a Union orientation document to be provided by the Union. Such information will be provided within three (3) months of each new Employee's start date.

**10:08** **Minutes - City of Greater Sudbury Council**

The Chair and Recording Secretary will be notified via e-mail when the Agendas become available to view online.

**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 11:01 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 11:01.

**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).

The Parties understand and agree that the application of this provision entitles Employees to bumping rights only in the following circumstances:

- (a) A permanent reduction of Employees occurs within a classification and the affected Employee is served with a notice of layoff and;
- (b) An Employee has been permanently displaced from a position (defined as a change in reporting depot).

Bumping rights are not granted to an Employee:

- (a) Who is temporarily relocated from his/her position to a different place of work/reporting depot;
- (b) Who is temporarily assigned under Article 13:01(2);
- (c) Who is being transferred from a Municipal Arena or the Sudbury Arena to



a new work location during the off season;

- (d) Employees are not considered displaced when the Employer changes hours of work pursuant to the terms of the Agreement.

**11:01(6)(2)** At the Employee's request, a Representative of the Human Resources and Organizational Development Department 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 and Organizational Development Department. 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 no later than April 1st and October 1st of 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, Casual second, and Seasonal third, with each Employee's status (Regular, Casual, or Seasonal), the Employee's number, name, job classification, and date of latest entry into the employ of the Employer also shown. 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 equaling 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 an additional 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 and Organizational Development within sixty (60) calendar 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 23:01(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 for Limited Utilityperson positions, 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 Limited Utilityperson positions.

Should there be no successful applicants to the Job Posting from

Permanent Full Time Employees, then second consideration shall be given to Regular Part Time Employees and Casual/Seasonal Part Time Employees and third consideration shall be given to Temporary Employees. Fourth consideration shall be given to Probationary Employees and fifth consideration shall be given to other Employees in the sister CUPE 4705 Bargaining Unit for Permanent vacancies only, regardless of status, before being offered to all other groups before considering non-Employees. It is agreed and understood that Part Time and Temporary Employees have the opportunity to submit an application for a Job Posting when initially posted. It is agreed that an Employee cannot hold a Full Time and Part Time Job Posting, or two (2) Part Time Job Postings, under this Agreement, at the same time.

**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 forty-five (45) working days. It is understood that the forty-five (45) working days includes the Posting Period and Placement process. 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.

**13:01(3)** If a successful applicant to a Job Posting at a higher wage rate cannot be assigned to that job he or she will receive the rate of the posted job not later than four (4) weeks after the posting of his or her name as the successful applicant.

Notwithstanding the above, by mutual agreement, Job Postings for Seasonal positions shall include a specific start date. The placement of the successful candidate(s) for those postings will occur no later than the stated start date. Requests for an extension to the start date shall not be arbitrarily or unreasonably withheld by the Union.

## **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 fourteen (14) calendar days following the removal of the Notice of Posting, for a seven (7) calendar day period, naming the successful applicant, if any. Requests for an extension to the selection period shall not be arbitrarily or unreasonably withheld by the Union.

## **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 Employee's 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 Positions**

- (a) A Full Time or Regular Part Time Limited position shall mean a position which is for a limited duration not exceeding seven (7) months or such longer period as may be mutually agreed upon between the Employer and the Union. Unless posted under the terms of Article 13:02(6)(b) or Article 13:02(6)(c), if an Employee occupies a Full Time Limited position and his/her employment is longer than seven (7) continuous months in that Limited position without mutual consent, then the Employee shall automatically rank as a Full Time Permanent Employee, subject to passing the necessary standard medical examination. Unless posted under the terms of Article 13:02(6)(b) or Article 13:02(6)(c), if an Employee occupies a Regular Part Time Limited position and his/her employment is longer than seven (7) continuous months in that Limited position without mutual consent, then the Employee shall automatically rank as a Regular Part Time Employee, subject to passing the necessary standard medical examination.
- (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. The same would apply to any position(s) posted to backfill the successful candidate(s).
- (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 or Part 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 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.
- (e) If the Limited position is caused by an Employee's election or appointment as a salary representative of the Union, the Limited position will be for the same duration as the Employee's term with the Union. Should the Limited position end prior to the original end date, the Employee will revert to their Permanent position held within the Bargaining Unit. Should the Limited posting be filled by a Permanent Employee, the Employee shall revert to their Permanent position in accordance with Article 13:02(8).

**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 16 and

for any of his/her vacation or sick leave periods which may occur during his/her tenure of the Limited posting.

**13:02(8)** A Permanent Employee filling a Limited Position shall, on termination of 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 fulfill the need of such Job Posting. Applications will be invited to fulfill the Job Training through a subsequent Job Posting under Article 13. The Parties shall meet and agree upon the length of training once a successful candidate has been selected and it is agreed that a five per cent (5%) reduction to the new hourly rate will apply for the duration of the agreed to training period. Upon agreement between the Parties on length of training, the successful candidate may decline the Job Training Program.

**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 8:04, commencing at Stage Three.

**13:04 Employee Relocation - Polling**

**13:04(1)** Except for Limited Utilityperson positions, 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.

**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(1), 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.

**14:02(5)** The Employer agrees to keep salaries and all benefits whole for those Permanent Employees who request and are granted unpaid Leaves of Absence for Provincial or National Union Business, provided the Provincial or National Union promptly reimburses the Employer, upon receipt of billing from the Employer, for all regular wages and benefits paid to these aforementioned Employees. The Provincial or National Union shall provide the Employer with a written request for Union leave specifying the estimated duration of the leave and contact information for an individual at the National or Provincial office who will be accountable for billings from the Employer. The Union will endeavour to make the initial request and any subsequent requests for leave extension thirty (30) days prior to the commencement of the leave.

**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 and shall not be unreasonably or arbitrarily denied. 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 18:01(1), such Day Shift Employees shall be paid as if they worked their full day shift under Article 18:01(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.

**14:08 Quarantine Leave**

Time lost by an Employee as a result of being quarantined by the Medical Officer of Health because of a job-related exposure shall be treated as an approved Leave of Absence and shall be paid at their regular wage rate for the period of quarantine to a maximum of ten (10) regularly scheduled shifts. In the event an Employee's exposure or illness is recognized and approved by the WSIB, any monies paid by WSIB shall be assigned to the Employer.

**ARTICLE 15:00 - PREGNANCY AND PARENTAL LEAVE**

**15:01** Pregnancy and 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.

**15:02** 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.

**15:03** For Permanent Full Time Employees on Pregnancy Leave or Parental Leave including Adoption, the Employer will provide two (2) weeks of salary continuation at seventy-five (75%) percent of base wages during the current two (2) week waiting period for Employment Insurance (E.I.) Benefits. 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 or Parental Leave including Adoption and will be limited to a maximum fifteen (15) week period.

In accordance with the *Employment Insurance Act*, 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.

**15:04** In accordance with the *Employment Insurance Act*, 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.

**15:05** In accordance with the *Employment Insurance Act*, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

**15:06** An Employee on Pregnancy Leave shall not receive Sick Leave Pay.

#### **ARTICLE 16:00 - SPECIFIED PAID HOLIDAYS**

**16:01** All Permanent Full Time, Probationary Full Time and Temporary Full Time Employees, shall be paid a normal day's pay (i.e. their regular rate times eight (8) hours) for each of the following Holidays, except as otherwise provided under Article 16:03. Permanent Full Time Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

- |                     |                     |
|---------------------|---------------------|
| 1. New Year's Day   | 2. Family Day       |
| 3. Good Friday      | 4. Easter Monday    |
| 5. Victoria Day     | 6. Canada Day       |
| 7. Civic Holiday    | 8. Labour Day       |
| 9. Thanksgiving Day | 10. Remembrance Day |
| 11. Christmas Day   | 12. Boxing Day      |

**16:02** 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.

**16:03** 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:

<b><u>Holiday</u></b>	<b><u>Falling On</u></b>	<b><u>Day Off with Pay in Lieu</u></b>
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

**16:04(1)** Employees called upon to work on any of the Holidays provided for under Article 16:01 or Article 16:03 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.

**16:04(2)** Employees on Standby Duty or Employees called out to work for emergency situations on any of the Specified Paid Holidays under Article 16 shall in addition to the day's pay under Article 16, 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.

**16:05** 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.

**16:06** Employees in receipt of Workplace Safety and 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 and Insurance Board for the Specified Paid Holiday.

#### **ARTICLE 17:00 - ANNUAL VACATION**

**17:01(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.

**17:01(2)** Notwithstanding Article 17:01(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.

**17:01(3)** Notwithstanding Article 17:01(1) and Article 17:01(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.

**17:01(4)** Notwithstanding Article 17:01(1), Article 17:01(2) and Article 17:01(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.

**17:01(5)** Notwithstanding Article 17:01(1), Article 17:01(2), Article 17:01(3) and Article 17:01(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.

**17:02(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 17:01(1), Article 17:01(2), Article 17:01(3), Article 17:01(4) and Article 17:01(5).

**17:02(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 biweekly on Pay Days.

**17:03** 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 Senior Management Team Member or designate.

**17:04** 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".

**17:05** **Vacation Pay**

Notwithstanding anything in the Collective Bargaining Agreement to the contrary, the Employer shall, in each year, pay each Employee any difference between the percentage vacation pay and the straight time vacation pay to which the Employee is entitled for that year under Article 17 of this Collective Bargaining Agreement on the first pay day in May, using the basic rate in effect on April 1st of that calendar year. There shall be no further vacation pay adjustments made for the remainder of the calendar year by virtue of the subsequent ratification of a Collective Bargaining Agreement, or an Employee's reclassification upwards or downwards in his/her rate of pay.

**17:06** **Pro-Rating - Specified Paid Holidays and Vacations**

**17:06(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).

**17:06(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.

**17:07** 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.

**17:08** 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 18:00 - HOURS OF WORK**

**18:01(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 (8 ½) 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.

**18:01(1)(ii)** Notwithstanding Article 18:01(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 19:06 will apply.

**18:01(1)(iii)** Article 18:01(1)(i) shall not apply to the job classification of Building Maintenanceperson, Tom Davies Square. Rather, the normal hours of work shall be for eight and one-half (8½) consecutive hours including a one-half (½) hour unpaid meal break, and may be between the hours of 7:30 a.m. and 4:30 p.m. from Monday to Friday, and is expressly, understood that overtime (Article 19:00) and shift premiums (Article 20:00) shall not apply to these regular hours of work.

**18:01(1)(iv)** Employees in the classification of Meterperson can be scheduled to work one (1) afternoon shift every three (3) weeks which will be scheduled on a rotating basis between all Employees in the classification. The afternoon shift will be 12:30 p.m. to 9:00 p.m. and can be scheduled on a Tuesday, Wednesday or a Thursday. The Employer will provide a minimum of one (1) week notice for any changes to the schedule. Employees will be paid at straight time for all hours with shift differentials payable, as appropriate per Article 20:02. It is agreed that vacation will not be denied as a result of the afternoon shift.

**18:01(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.

**18:01(3)** The normal work day for Permanent Full Time, Probationary Full Time and Temporary Employees who are regularly employed in the Plants Section, Infrastructure

Services 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 Article 18:01(1)(ii), and Article 18:01(2) shall apply to these Employees.

**18:01(4)** Notwithstanding the normal hours of work identified in Article 18, Employees of the Infrastructure Services Department 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.

**18:02(1) 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, excluding Truck Driver – One Person Multi-Function, 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.

Employees in the Truck Driver – One Person Multi-Function classification will work on a rotating two (2) shift schedule. Shift times will be 12:00 a.m. to 8:00 a.m. and 12:00 p.m. to 8:00 p.m. The existing limitations to the duties of snow plowing, snow loading, sanding and salting operations that exist on the first eight (8) in twenty-four (24) shall not apply to this shift. For work performed on Saturdays, Employees shall receive time and one-half (1 ½) 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 (multi-function 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.

**18:02(2)** The following classifications will be combined with the “Winter Equipment Operator” placeholder created in 2011:

Sidewalk Vac Operator  
Leadhand Line Painter Traffic  
Line Painter Traffic  
Bricklayer  
Leadhand  
Grader Operator  
Equipment Operator A

Incumbents' permanent classifications will be that of the summer classification.

Employees in the above classifications will automatically convert to a winter control position for the Winter Control period.

Incumbents will select their Winter Control routes and classifications based on seniority and qualifications. This selection of routes will occur immediately after Truck Drivers and Equipment Operator B's have completed their selections.

The routes remaining after Truck Drivers and Equipment Operator B's have made their selection may require Winter Equipment Operators to be relocated to a different depot. This relocation will not trigger the provisions of Article 35:06.

Winter Equipment Operators will observe the terms and conditions of employment applicable to the route and Winter Control classification as per the Collective Bargaining Agreement in effect at the time.

Incumbents will be paid at the applicable rate during the summer based on their "summer" classification and the applicable rate during the Winter Control period based on their Winter Control assignment according to the rates set out in Schedule A. If an employee is temporarily assigned to a classification other than the classification they are assigned to during winter control/posted into for the summer season, the provisions of Article 22:01 will apply.

All Employees assigned to winter control duties will share equally in overtime opportunities based on Article 19:06(1)(i) in their assigned classification.

All other conditions of Article 18:02(1) and, unless otherwise stated herein, all other Articles of the Collective Bargaining Agreement will apply.

**18:03      Summer Hours**

- (a) All provisions of the Collective Bargaining Agreement apply to Summer hours arrangements unless otherwise stated.
- (b) Roads and Transportation Employees, including City-wide, whose classifications are not listed in a Shift Schedule in Schedule B will work from 7:00 a.m. to 3:30 p.m. five (5) days per week, Monday to Friday, from the first Monday of June until Labour Day. Shift differentials will not apply to the adjusted daily work hours.
- (c) Distribution and Collection Employees excluding those listed in a Shift Schedule in Schedule "B" will work from 7:00 a.m. to 3:30 p.m. five (5) days per week, Monday to Friday, from the first Monday of June until Labour Day. Shift differentials will not apply to the adjusted daily work hours.
- (d) Any arrangements for Summer Hours that are in addition to b) and c) above must be confirmed by the Parties by April 30th of the applicable year.

## **ARTICLE 19:00 - OVERTIME**

**19:01** 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 18 - HOURS OF WORK.

**19:02** 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.

**19:03** 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 19:02, with the exception of work running continuously from a Sunday into a Monday.

**19:04(1)** Employees who perform overtime work that runs continuous from one calendar day into another calendar day shall only be entitled to one payment of the two (2) hours pay for two (2) hours work or less as provided in Article 19:03.

**19:04(2)** Notwithstanding Article 19:04(1), Employees who perform overtime work which runs continuous from a Saturday into a Sunday will have the two (2) hour minimum callout referred to in Article 19:03 reduced to the time worked for the time period running into 12:01 a.m. Sunday. For these Employees the provisions of Article 19:02 applies.

**19:04(3)** Notwithstanding Article 19:04(1), Employees who perform overtime work which runs continuous from a Sunday into a Monday shall be guaranteed a minimum of four (4) hours pay at double time for work on the Sunday, plus however many hours they work on the Monday, with a minimum of two (2) hours pay at the prevailing rate.

**19:05** 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.

### **19:06(1)(i) Overtime Distribution**

The Parties recognize the following Sections for the purposes of this clause: Water/Wastewater, Roads, Winter Control, Fleet, Transit Fleet, Parks, and Environmental Services. There is a City Wide Geographic Area Section including such sections as line painting, metering, sign shop, traffic signals and facilities management. A Geographic Area is a designated work area, typically defined as a depot. The Employer is not limited to expanding or contracting Sections and can do so in accordance with its Employer rights under the Collective Bargaining Agreement.

Overtime hours will first be made available as equitably as possible among the Permanent and Probationary Employees per Employee classification (including Part Time and Temporary Employees holding the classification on a limited posting) in the Section and Geographic Area where the work arises.

Such overtime shall then be offered to other qualified Permanent and Probationary Employees in other classifications in the Section and the Geographic Area where the work arises.

Such overtime will then be offered to qualified Temporary Employees in the Section and the Geographic Area where the work arises.

Such overtime shall then be offered to other qualified Employees in other classifications in the Geographic Area where the work arises.

Crews designated as City Wide are considered part of the Geographic Area Section containing their reporting depot, for purposes of this clause.

In the case of Fleet, overtime is assigned per the above, but is offered in the Mechanical Shop where the work arises, and not by area section.

In the event overtime is required in Winter Control, the above will apply, however overtime hours will first be offered to the Permanent and Probationary Winter Control Employee on the route where the work arises (including a Part Time or Temporary Employee holding a Limited Winter Control position on a Job Posting).

Finally, overtime will be offered to any qualified Employee, on a rotation basis, after the equitable distribution above has been exhausted. The Employer will keep a list(s) in each Geographic Area which shall include the names of Permanent Full Time and Probationary Full Time Employees outside the classification but who are qualified to perform the work of the classification. Employees shall initially be placed on the list(s) in order of their seniority.

Should an Employee decline the overtime opportunity, or should the Employee not be available at the time of a call, or should the Employee work the overtime opportunity, the Employee's name shall be moved to the bottom of the list. The next overtime opportunity will be offered to the Employee whose name is now at the top of the list.

If at any time an Employee is to be entered on the list, the Employee shall be placed on the list in accordance with the Employee's seniority.

Should the Employer exhaust the list of Permanent Full Time and Probationary Full Time Employees within the Geographic Area during a given call out, then such overtime will be offered to qualified Temporary Employees within the Geographic Area where the work arises, after which, the Employer may get the work done by whatever method the Employer deems efficient.

**19:06(1)(ii)** Notwithstanding Article 19:06(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 19:06(1)(i).

**19:06(1)(iii)** Furthermore, an Employee is only eligible for overtime the weekend following scheduled vacation as the work week is Saturday through Friday.

**19:06(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.

**19:07** 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.

**19:08(1)** That the application of the provisions of Article 19 - 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 Article 21:02 and Article 21:03 are excluded from the terms of:
  - (a) Article 19:06(1) regarding as equitable a distribution as possible, and
  - (b) This clause when entering or returning to these aforementioned positions.

#### **19:08(2) Overtime and Hours of Work Agreement**

Notwithstanding Article 18:01 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 eleven (11) 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 sixty (60) hours per week, only under exceptional circumstances as defined in the *Employment Standards Act*.

#### **19:09 Meal Allowance**

**19:09(1)** Effective July 1st, 2016, 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 **ELEVEN DOLLARS AND NINETY-NINE CENTS (\$11.99)** 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 **ELEVEN DOLLARS AND NINETY-NINE CENTS (\$11.99)** for the purpose of purchasing the second meal.

Effective April 1st, 2017, the Meal Allowance will increase to **TWELVE DOLLARS AND FIFTEEN CENTS (\$12.15)**.

Effective April 1st, 2018, the Meal Allowance will increase to **TWELVE DOLLARS AND THIRTY THREE CENTS (\$12.33)**.

**19:09(2)** Effective July 1st, 2016, 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 **ELEVEN DOLLARS AND NINETY-NINE CENTS (\$11.99)** for each five (5) continuous hours of employ.

Effective April 1st, 2017, the Meal Allowance will increase to **TWELVE DOLLARS AND FIFTEEN CENTS (\$12.15)**.

Effective April 1st, 2018, the Meal Allowance will increase to **TWELVE DOLLARS AND THIRTY-THREE CENTS (\$12.33)**.

**19:09(3)** Effective July 1st, 2016, 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 **ELEVEN DOLLARS AND NINETY-NINE CENTS (\$11.99)** 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 **ELEVEN DOLLARS AND NINETY-NINE CENTS (\$11.99)** following the completion of each additional five (5) continuous hours of overtime work.

Effective April 1st, 2017, the Meal Allowance will increase to **TWELVE DOLLARS AND FIFTEEN CENTS (\$12.15)**.

Effective April 1st, 2018, the Meal Allowance will increase to **TWELVE DOLLARS AND THIRTY-THREE CENTS (\$12.33)**.

**19:09(4)** Effective July 1st, 2016, 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 **ELEVEN DOLLARS AND NINETY-NINE CENTS (\$11.99)** 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, 2017, the Meal Allowance will increase to **TWELVE DOLLARS AND FIFTEEN CENTS (\$12.15)**.

Effective April 1st, 2018, the Meal Allowance will increase to **TWELVE DOLLARS AND THIRTY-THREE CENTS (\$12.33)**.

**19:10** The Meal Allowance reimbursement shall be paid to Employees once each Pay Period as a payroll entry and itemized on the pay stub.

#### **ARTICLE 20:00 - SHIFT DIFFERENTIALS**

**20:01(1)** The following Shift Differentials shall apply to all Employees assigned to a Regular Shift Schedule as set out in Schedule "B" and Article 18 - HOURS OF WORK.

**20:01(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.

**20:02** Effective July 1st, 2016, a Shift Differential of **ONE DOLLAR AND TWENTY-SIX CENTS (\$1.26)** per hour shall be paid for all hours worked between 4:00 p.m. to 12:00 midnight.

Effective April 1st, 2017, the Shift Differential will increase to **ONE DOLLAR AND TWENTY-EIGHT CENTS (\$1.28)** per hour.

Effective April 1st, 2018, the Shift Differential will increase to **ONE DOLLAR AND THIRTY CENTS (\$1.30)** per hour.

**20:03** A Shift Differential of **ONE DOLLAR AND THIRTY-TWO CENTS (\$1.32)** per hour shall be paid for all hours worked between 12:00 midnight to 8:00 a.m.

Effective April 1st, 2017, the Shift Differential will increase to **ONE DOLLAR AND THIRTY-FOUR CENTS (\$1.34)** per hour.

Effective April 1st, 2018, the Shift Differential will increase to **ONE DOLLAR AND THIRTY-SIX CENTS (\$1.36)** per hour.

**20:04** Effective July 1st, 2016, the Shift Differential of **TWO DOLLARS AND FORTY-THREE CENTS (\$2.43)** per hour shall be paid for Sunday regular hours of work.

Effective April 1st, 2017, the Shift Differential will increase to **TWO DOLLARS AND FORTY-SIX CENTS (\$2.46)** per hour.

Effective April 1st, 2018, the Shift Differential will increase to **TWO DOLLARS AND FIFTY CENTS (\$2.50)** per hour.

#### **ARTICLE 21:00 - STANDBY CLAUSE**

**21:01** 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.

**21:02** Notwithstanding Article 21:01, effective July 1st, 2016, an Employee assigned to Regular Standby Duty on a daily basis shall receive **THIRTY FIVE DOLLARS AND SIXTY CENTS (\$35.60)** per day. Effective April 1st, 2017, this amount will increase to **THIRTY-SIX DOLLARS AND EIGHT CENTS (\$36.08)**. Effective April 1st, 2018 this amount will increase to **THIRTY-SIX DOLLARS AND SIXTY-TWO CENTS (\$36.62)**.

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.

**21:03** Notwithstanding Article 21:01 and Article 21:02, effective July 1st, 2016, an Employee assigned to Regular Weekly Standby (Friday 8:00 a.m. to the succeeding Friday at 8:00 a.m. inclusive) shall receive **TWO HUNDRED AND FORTY-NINE DOLLARS AND TWENTY CENTS (\$249.20)** per week. Effective April 1st, 2017, this amount will increase to **TWO HUNDRED AND FIFTY-TWO DOLLARS AND FIFTY-SIX CENTS (\$252.56)**. Effective April 1st, 2018, this amount will increase to **TWO HUNDRED AND FIFTY-SIX DOLLARS AND THIRTY-FOUR CENTS (\$256.34)**.

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 22:00 - RELIEVING IN OTHER GRADES**

**22:01** 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.

**22:02** 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.

**22:03** When a Full Time Permanent 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 and

shall continue to accrue seniority up to a maximum of six (6) months. 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. No Employee will relieve in a position outside the Bargaining Unit for more than nine (9) months in a calendar year. It is agreed that a ten (10%) percent premium also applies to training performed by Employees provided it has been assigned by their Supervisor. It is agreed that for the purposes of this Article, training does not include the performance of duties like familiarization, acquainting or orientation.

**22:03(i)** Notwithstanding Article 22:03, the Employer may request an extension of up to twelve (12) months due to illness/injury or pregnancy/parental leave and consent shall not be arbitrarily or unreasonably withheld by the Union.

**22:04** It is expressly understood by the Parties that notwithstanding Article 2:01(Scope), or Article 22:00 (Relieving in Other Grades), that the Building Superintendent shall participate in the Standby Schedule.

**ARTICLE 23:00 - MANULIFE FINANCIAL (OR EQUIVALENT) INSURANCE COVERAGE - HOSPITAL MEDICAL AND DENTAL BENEFITS AND GROUP LIFE INSURANCE COVERAGE**

**23:01(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) **Manulife Financial (or equivalent) Comprehensive Extended Health Care**

The Eye Glass Subsidy to be **THREE HUNDRED AND NINETY DOLLARS (\$390.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY- FIVE (\$85.00) DOLLARS;**

The Hearing Aid Subsidy to be **SIX HUNDRED AND FIFTY (\$650.00) 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) The Year of the Employee extended paramedical benefits introduced as part of the Wellness Initiative.

Specified paramedical benefits are as follows:

Employee Coverage limits:

Chiropractor	\$300/calendar year
Massage Therapist	\$264/calendar year
Physiotherapist	\$300/calendar year, then \$12.20/visit
Clinical Psychologist	\$380/calendar year
Speech Pathologist	\$380/calendar year
Osteopath	\$180/calendar year
Podiatrist/Chiropodist	\$180/calendar year

Naturopath	\$180/calendar year
Nutritional Counselling by a Dietician	\$180/calendar year

Eligible Dependents Coverage limits:

Massage Therapist	\$7.00/visit, max 12 treatments per 12 months
Physiotherapist	\$12.20/visit
Clinical Psychologist	\$35 initial visit plus \$20/hr subsequent visits, max \$200/12 months
Speech Pathologist	\$200/12 months

(d) **Manulife Financial (or equivalent) Dental Plan No. 9**

With “space maintainers”  
Current O.D.A. Fee Schedule;

- (e) Group Life Insurance Plan  
(two (2 x) times basic annual earnings);
- (f) 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). Allow for the topping up of approved Weekly Indemnity Insurance with any time banked under the existing provisions of the Collective Bargaining Agreement;
- (g) 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);
- (h) 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 incorporates the Employees' share of the EI Premium Reduction granted by Human Resources Development Canada to this group, on an ongoing basis.

**23:01(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.

**23:01(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) **Manulife Financial (or equivalent) Comprehensive Extended Health Care**

The Eye Glass Subsidy to be **THREE HUNDRED AND NINETY DOLLARS (\$390.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY- FIVE (\$85.00) DOLLARS;**

The Hearing Aid Subsidy to be **SIX HUNDRED AND FIFTY (\$650.00) 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.

The Year of the Employee extended paramedical benefits introduced as part of the Wellness Initiative.

- (c) Specified paramedical benefits are as follows:

Employee Coverage limits:

Chiropractor	\$300/calendar year
Massage Therapist	\$264/calendar year
Physiotherapist	\$300/calendar year, then \$12.20/visit
Clinical Psychologist	\$380/calendar year
Speech Pathologist	\$380/calendar year
Osteopath	\$180/calendar year
Podiatrist/Chiropodist	\$180/calendar year
Naturopath	\$180/calendar year
Nutritional Counselling by a Dietician	\$180/calendar year

Eligible Dependents Coverage limits:

Massage Therapist	\$7.00/visit, max 12 treatments per 12 months
Physiotherapist	\$12.20/visit
Clinical Psychologist	\$35 initial visit plus \$20/hr subsequent visits, max \$200/12 months
Speech Pathologist	\$200/12 months

- (d) **Manulife Financial (or equivalent) Dental Plan No. 9**

With "space maintainers"  
Current O.D.A. Fee Schedule.

**23:01(3)** For all active Permanent Full time Employees age sixty-five (65) or older the Employer agrees to contribute one hundred percent (100%) of the total Employee premium costs for the following benefit plans:

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

- (b) **Manulife Financial (or equivalent) Comprehensive Extended Health Care**

Includes the current drug plan integrated with the Ontario Drug Benefit (ODB) program;

The Eye Glass Subsidy to be **THREE HUNDRED AND NINETY DOLLARS (\$390.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY- FIVE (\$85.00) DOLLARS**;

The Hearing Aid Subsidy to be **SIX HUNDRED AND FIFTY (\$650.00) 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) Specified paramedical benefits are as follows:

Employee Coverage limits:

Chiropractor	\$300/calendar year
Massage Therapist	\$264/calendar year
Physiotherapist	\$300/calendar year, then \$12.20/visit
Clinical Psychologist	\$380/calendar year
Speech Pathologist	\$380/calendar year
Osteopath	\$180/calendar year
Podiatrist/Chiropodist	\$180/calendar year
Naturopath	\$180/calendar year
Nutritional Counselling by a Dietician	\$180/calendar year

Eligible Dependents Coverage limits:

Massage Therapist	\$7.00/visit, max 12 treatments per 12 months
Physiotherapist	\$12.20/visit
Clinical Psychologist	\$35 initial visit plus \$20/hr subsequent visits, max \$200/12 months
Speech Pathologist	\$200/12 months

- (d) **Manulife Financial (or equivalent) Dental Plan No. 9 Coverage**

With “space maintainers”  
Current O.D.A Fee Schedule;

- (e) Group Life Insurance Coverage of **TEN THOUSAND (\$10,000.00) DOLLARS**, ceasing at age seventy-five (75);

**Note:** For purpose of clarity an active Employee is an Employee who is not retired and has not been terminated and continues to accrue service with the Employer.

In addition, active Employees sixty-five (65) years of age or older will be provided with six (6) Weekly Indemnity (WI) Bank Days, but will not have Weekly Indemnity (WI) Insurance and Long Term Disability (LTD) benefit coverage.

Notwithstanding the above paragraph, the Union maintains the right to submit a grievance after a properly seized judicial body (e.g. Supreme Court of Canada) has ruled on the matter with another Employer provided the ruling involves similar Collective Bargaining Agreement language as contained in the Outside Unit Collective Bargaining Agreement. The maximum retroactivity that can be claimed will be restricted to the date of the filing of the grievance.

**23:02(1)** The Employer shall describe and make available Benefits as outlined in Article 23:01(1)(i), Article 23:01(2) and Article 23:01(3) to all Permanent and Probationary Full Time Employees and active Permanent Full Time Employees age sixty-five (65) or older. The Employee shall have the option to choose whether to participate or not in the aforementioned Benefit Plans.

**23:02(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).

**23:03** 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.

**23:04** Subject to the provisions of Article 23:07, 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 Article 23:01(1), Article 23:01(2) and Article 23:01(3), for those months covered by the Leave of Absence without pay.

**23:05** Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Manulife Financial (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.

**23:06** **Employee Early Retirement/Disabled Benefit Plan**

**23:06(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

Manulife Financial (or equivalent) Comprehensive Extended Health Care (**TWENTY- FIVE (\$25.00) DOLLARS/FIFTY (\$50.00) DOLLARS** deductible)

**Manulife Financial (or equivalent) Vision Care**

The Eye Glass Subsidy to be **TWO HUNDRED AND SIX DOLLARS (\$206.00)** every twenty-four (24) months.

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 Manulife Financial Dental Plan #9 (or equivalent) at the current O.D.A. Fee Schedule and/or continuing his/her Optional Group Life Insurance at the group rates established by the Employer's insurance carrier.

**23:06(1)(ii)** 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).

**23:06(1)(iii)** **Spousal Benefit Coverage Upon Demise of Eligible Employee or Retiree**

For Employees who now qualify for Benefits under the provisions of Article 23:06, 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 eligible Employee or Retiree. (Dependents defined as per existing Plans.)

**23:06(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.

**23:06(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.

**23:07 Bridging Income / Advance Pending WI or LTD Applications**

In the event that an Employee has submitted a claim for Weekly Indemnity (WI) Insurance or Long Term Disability (LTD) and more than ten (10) working days have passed since the claim was submitted to the Employer's insurance Carrier and either:

- a) the Claim has neither been approved or denied or
- b) the Claim has been denied, and the Employee has elected to appeal the Claim within thirty (30) days of being advised of the denial of his/her claim.



The Employer will offer the option of using their current year's vacation entitlement as bridging income. If the Employee declines to use their vacation, then the Employee can make a verbal request to the Co-Ordinator of Compensation, Benefits and Rehabilitation or his/her designate, for an advance of up to five (5) weeks of wages. The advance will occur if the Employee and the Union agree in writing to allow the Employer to recover the advance from the Employee as follows:

- c) if the Claim is subsequently approved, by having the Employee "sign over" their benefit payment to CGS for application against the advance, with any residual amount being recovered from the Employee's pay on their return to work per (d) and (e) below or;
- d) if the Claim is ultimately denied, the advance is to be recovered from the Employee's pay on the Employee's return to work, with the re-payment period commencing at the beginning of the second (2nd) full pay period after the Employee's return to work, and with the re-payment period typically not to exceed ten (10) pay periods (twenty (20) weeks).
- e) The exact repayment arrangements will be in writing and agreed to between the Employee, the Union and the Employer.

An additional five (5) week advance will be available on an exception basis for very complex cases.

The Employer will maintain the Health and Dental Benefits for Employees throughout the WI application and Appeal periods and will continue to provide those coverages if the Employee is ultimately denied benefits, provided the Employee continues to provide CGS with medical evidence acceptable to CGS that they are continuing to work toward their own rehabilitation. That evidence needs to be satisfactory to the Co-Ordinator of Compensation, Benefits and Rehabilitation, otherwise the Employee will then be placed on unpaid Leave of Absence and required to pre-pay the premiums at their own expense to maintain their Health and Dental Coverages.

This requirement will also apply to classes of Employees who receive Health and Dental Benefits from CGS, but who are ineligible for WI/LTD Insurance.

## **ARTICLE 24:00 - SICK AND BEREAVEMENT LEAVE**

### **24:01 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.

### **24:02 Bereavement Leave**

**24:02(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 spouse, fiancé(e), 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, bona fide common law spouse, fiancé(e) 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.

**24:02(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.

**24:02(3)** In the event that a death of a member of the Employee's Family as defined in Article 24:02(1) requires the Employee to travel more than two hundred (200) kilometers (one way) to attend at the Service, an additional two (2) days with pay shall be allowed if requested in writing by the Employee, prior to departure. In the event that a death of a member of the Employee's Family as defined in Article 24:02(2) requires the Employee to travel more than two hundred (200) kilometers (one way) to attend at the Service, an additional two (2) days without pay shall be allowed if requested in writing by the Employee, prior to departure.

**24:02(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.

**24:02(5)** Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the Funeral/Service.

**24:02(6)** An Employee may elect to defer one (1) day of his/her Bereavement Leave to be used for the attendance at the actual internment.

**24:02(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.

**24:02(8)** Any Employee not covered under the paid Bereavement Leave provisions above is entitled to be away from work for the same period of time as Permanent and Probationary Employees. It is understood that such leave will be unpaid.

## **ARTICLE 25:00 - PENSION PLANS**

**25:01(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.

## **ARTICLE 26:00 - WET, STORMY AND INCLEMENT WEATHER**

**26:01** During wet, stormy and extremely cold or extremely hot weather, the Employer will endeavor 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.

**26:02(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.

**26:02(2)** A Declaration of an Emergency as outlined in Article 26:02(1) will only be made by the Assistant Manager or persons occupying positions above this rank in Citizen and Leisure Services and Director of Roads and Transportation Services or Director of Water/Wastewater Services or persons occupying positions above this rank in the Infrastructure Services Department.

#### **ARTICLE 27:00 - PAY DAYS**

**27:01** Pay days for the duration of this Agreement shall be every second Friday, however, should a Holiday fall on that day, then the preceding day shall be deemed to be pay day. Pay slips shall be available electronically to Employees by 10:00 a.m. on the day preceding pay day. Paper slips for those who do not elect electronic delivery shall be distributed to the Employee's reporting location through interoffice mail, as soon as practicable, provided no interruption beyond the control of the Employer is encountered.

**27:02** 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 28:00 - BULLETIN BOARDS**

**28:01** 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 29:00 - GENERAL**

**29:01** 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.

**29:02(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.

**29:02(2)** Employees shall have the right, upon receipt of the Medical Report, to provide evidence to the contrary at their own expense.

**29:02(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.

**29:03(1)(i)** The Employer shall bear the cost of supplying and laundering three (3) pairs of coveralls per week for each of the Technicians, Sanitary Sewer Flusher Vector 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.

**29:03(1)(ii)** All Permanent Water and Wastewater Employees shall receive three (3) complete uniforms, after successful completion of a Trial or Probationary Period, which consists of a total of six (6) articles of clothing, one (1) of which must be a pair of pants and three (3) replacement pieces each year thereafter, one (1) of which could be a winter coat.

Furthermore, new Temporary and all Part Time Employees, after successful completion of their Trial or Probationary Period, shall receive one (1) complete uniform which consists of a total of three (3) articles of clothing, one (1) of which must be a pair of pants and one (1) replacement part each year thereafter.

The Employer will continue to bear the cost of laundering uniforms for the Water and Wastewater Division Employees in accordance with the current practice and the *Occupational Health and Safety Act*.

**29:03(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.

**29:03(3)(i)** 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.

**29:03(3)(ii)** 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.

**29:03(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.

**29:03(5)** The Employer shall provide on a bi-annual basis, winter coats to Employees in Parks and Cemeteries.

**29:03(6)** All Permanent Employees in the Roads and Transportation Section shall receive three (3) complete uniforms after successful completion of their Trial or Probationary Period which consists of a total of six (6) articles of clothing, two (2) of which must be a pair of pants, two (2) of which must be a shirt and one (1) could be a winter coat. They will receive three (3) replacement pieces each year thereafter, one (1) of which must be a pair of pants, one (1) must be a shirt and one (1) could be a winter coat.

Furthermore, new Temporary and all Part Time Employees, after completion of their Trial or Probationary Period, shall receive one (1) complete uniform which consists of a total of three (3) articles of clothing, one (1) of which must be a pair of pants and one (1) shirt. Temporary and all Part Time Employees will receive two (2) replacement parts each year thereafter consisting of one (1) pair of pants and one (1) shirt. In addition, all Part Time Employees shall receive one (1) winter coat on even years and one (1) hoodie on odd years.

Sign Fabricators will be permitted to choose two (2) golf style shirts with the City logo each year which they shall be permitted to wear while working in the shop rather than the standard shirts listed above for all other Employees in the Roads and Transportation Section.

**29:03(7)** All Permanent Full Time Servicepersons shall receive one (1) winter coat every three (3) years upon completion of their Trial or Probationary Period. All Part

Time Servicepersons shall receive one (1) winter coat every five (5) years upon completion of their Trial or Probationary Period.

**29:03(8)** All Permanent Full Time Custodians at Lionel E. Lalonde and the Permanent Full Time Building Maintenanceperson working in the Pools shall receive one (1) winter coat every three (3) years upon completion of their Trial or Probationary Period. All Part Time Custodians at Lionel E. Lalonde and Part Time Building Attendants working in the Pools shall receive one (1) winter coat every five (5) years upon completion of their Trial or Probationary Period.

**29:03(9) Female Clothing**

Where the Employer provides clothing for Employees, female clothing will be provided when available. Where female clothing is not available, a female seamstress shall be available upon request.

**29:03(10) 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).

**29:04 Trade School Attendance - Employees**

Employees while in full time attendance at a Trade School shall continue receiving all benefits provided under Article 23:01 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.

**29:05 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 at least four (4) times per year, to discuss problems, Employee concerns, methods to improve relations, and delivery of services to the public. A tentative schedule of dates for four (4) meetings will be established in January of each year. 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.

**29:06 Safety Footwear**

**29:06(1)** Effective July 1st, 2016, the Safety Footwear Subsidy for Permanent and Probationary Full Time Employees, will be in the amount of **ONE HUNDRED AND NINETY-ONE DOLLARS AND NINETY CENTS (\$191.90)** 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 requirements under the *Occupational Health and Safety Act* and any CGS Policies and Procedures.

Effective April 1st, 2017, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND NINETY-FOUR DOLLARS AND FORTY-NINE CENTS**

**(\$194.49).**

Effective April 1st, 2018, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND NINETY-SEVEN DOLLARS AND FORTY-ONE CENTS (\$197.41).**

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

**29:06(2)** That the Employer agrees to:

**29:06(2)(1)** Allow for an additional Boot Allowance in the amount of **ONE HUNDRED AND NINETY-ONE DOLLARS AND NINETY CENTS (\$191.90)** effective July 1st, 2016 for those Permanent Full Time Employees who work with Hot Mix Asphalt for the full period April 1st to October 31st and for Temporary Employees once they have obtained three (3) cumulative months of work with Hot Mix Asphalt. Temporary Employees must make a request of their immediate supervisor who shall confirm that they have obtained three (3) cumulative months of work with Hot Mix Asphalt.

Effective April 1st, 2017, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND NINETY-FOUR DOLLARS AND FORTY-NINE CENTS (\$194.49).**

Effective April 1st, 2018, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND NINETY-SEVEN DOLLARS AND FORTY-ONE CENTS (\$197.41).**

**29:06(2)(1)(i)** Effective the date of ratification, the Safety Footwear Subsidy for all Temporary Employees after completion of three (3) consecutive work terms, as determined by the *Occupational Health and Safety Act*, as amended, and Regulations for Construction Projects, will be in the amount of **ONE HUNDRED AND NINETY-ONE DOLLARS AND NINETY CENTS (\$191.90)** will be provided and every three (3) years thereafter. The Subsidy will be paid as a “non-taxable allowance” on the full pay period in May of each year. The wearing of safety boots or safety shoes must also be in conformance with the requirements of the *Occupational Health and Safety Act* and any CGS Policies and Procedures.

Effective April 1st, 2017, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND NINETY-FOUR DOLLARS AND FORTY-NINE CENTS (\$194.49).**

Effective April 1st, 2018, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND NINETY-SEVEN DOLLARS AND FORTY-ONE CENTS (\$197.41).**

**29:06(2)(2)** This Allowance is to be paid during the first week of November upon the production of a valid sales receipt.

**29:07**      **Tool and Tool Insurance Allowance**

**29:07(1)(i)** Effective July 1st, 2016, the Employer agrees to pay a Tool and Tool Insurance Allowance of **FOUR HUNDRED AND THIRTY-NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$439.88)** 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/Fitter/Fabricator, Plants Serviceperson.

Effective April 1st, 2017, this Allowance will be increased to **FOUR HUNDRED AND FORTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$445.82)** per annum (calendar year).

Effective April 1st, 2018, this amount will increase to **FOUR HUNDRED**

**AND FIFTY-TWO DOLLARS AND FIFTY-ONE CENTS (\$452.51)** per annum (calendar year).

**29:07(1)(ii)** Effective July 1st, 2016 the Employer agrees to pay a Tool and Tool Insurance Allowance of **FOUR HUNDRED AND FIFTY-NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$459.88)** per annum (calendar year) to Permanent Full Time Technicians and Technician Lead Hands.

Effective April 1st, 2017, this Allowance will be increased to **FOUR HUNDRED AND SIXTY-SIX DOLLARS AND NINE CENTS (\$466.09)** (calendar year).

Effective April 1st, 2018, this Allowance will be increased to **FOUR HUNDRED AND SEVENTY-THREE DOLLARS AND EIGHT CENTS (\$473.08)** (calendar year).

**29:07(1)(iii)** Effective July 1st, 2016 the Employer agrees to pay a Tool and Tool Insurance Allowance of **THREE HUNDRED AND FORTY-SIX DOLLARS AND FIFTY-NINE CENTS (\$346.59)** per annum (calendar year) to Permanent Full Time Technician Helpers, Small Engine Mechanic/Technician Helper - Infrastructure, Parks Small Engine Mechanic and Apprentice Technicians.

Effective April 1st, 2017, this Tool Allowance will be increased to **THREE HUNDRED AND FIFTY-ONE DOLLARS AND TWENTY-SEVEN CENTS (\$351.27)** (calendar year).

Effective April 1st, 2018, this Tool Allowance will be increased to **THREE HUNDRED AND FIFTY-SIX DOLLARS AND FIFTY-FOUR CENTS (\$356.54)** (calendar year).

**29:07(1)(iv)** In all cases under Article 29:07, the allowance is to be paid on the second payday of the year following.

**29:07(2)** The same Allowance as outlined in Article 29:07(1) shall be paid to each Employer sponsored Apprentice Technician on receipt of his/her provincial accreditation as a Technician. 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 Technician's rate.

**29:08**        **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) Effect 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.

**29:09            Printing of Collective Bargaining Agreement**

The Parties agree to make their best effort to edit, print, and distribute renewed Collective Bargaining Agreements within one hundred and twenty (120) days of ratification. The Collective Bargaining Agreement will be printed / copied by Unionized Employees of the City of Greater Sudbury.

**ARTICLE 30:00 - SCHEDULES**

**30:01(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"	Water/Wastewater Certification
SCHEDULE "A-2"	Certification/Licensing for Water/Wastewater Maintenance Employees
SCHEDULE "B"	Provisions Specific to Regular Shift Employees
"B:06" SHIFT SCHEDULE	North Trouble Investigator and South Trouble Investigator
"B:07" SHIFT SCHEDULE	Specific to Water Operators - Wanapitei Plant
"B:08" SHIFT SCHEDULE	Wastewater Operations - Sudbury Wastewater Treatment Plant
"B:09" SHIFT SCHEDULE	Specific to Wastewater Operators – Wastewater North and Wastewater South
"B:10" SHIFT SCHEDULE	Parks Section - Bell Park Amphitheatre, Memorial Park, Moonlight, Nepahwin and Queen's Athletic Field
"B:11" SHIFT SCHEDULE	Spring Clean Up
"B:12" SHIFT SCHEDULE	Routine Clean Up
"B:13" SHIFT SCHEDULE	Winter Road Patrol – Specific to Truck Driver Sand/Salt Spreader – Four (4)
"B:14" SHIFT SCHEDULE	Municipal Arenas and Community Centres
"B:15" SHIFT SCHEDULE	Zones, Area Sections and Classes of Arenas
"B:16" SHIFT SCHEDULE	Class 1 Arenas
"B:16A" SHIFT SCHEDULE	Class 1A Arenas
"B:17" SHIFT SCHEDULE	Class 2 Arenas
"B:18" SHIFT SCHEDULE	Class 3 Arenas
"B:19" SHIFT SCHEDULE	Cemetery Services
"B:20" SHIFT SCHEDULE	Greater Sudbury Airport
"B:21" SHIFT SCHEDULE	Fleet Section
"B:22" SHIFT SCHEDULE	Serviceperson
"B:23" SHIFT SCHEDULE	Distribution And Collection
"B:24" SHIFT SCHEDULE	Lift Stations
"B:25" SHIFT SCHEDULE	Maintenance Operator (Mechanical)
"B:26" SHIFT SCHEDULE	Maintenance Operator (Electrical/Instrument Technician)
"B:27" SHIFT SCHEDULE	Vector Crews
"B:28" SHIFT SCHEDULE	Custodian
SCHEDULE "B"	Letters of Commitment
SCHEDULE "C"	Provisions Specific to Part Time Employees
SCHEDULE "D"	Waste Collection Task Crew System
APPENDIX "A"	Advance Vacation Pay Request – Hourly Rated Employees
APPENDIX "B"	Application Form - Bereavement Leave Pay



**30:02      General Wage Increase**

The Employer and the Union have agreed that:

**30:02(1)**      Effective April 1st, 2016, a one (1.0%) percent General Wage Increase will be applied to those rates shown on Schedule "A" as in effect on March 31st, 2016.

**30:02(2)**      Effective April 1st, 2017, a one point three five (1.35%) percent General Wage Increase will be applied to those rates in effect on March 31st, 2017, as per Schedules "A" of the Collective Bargaining Agreement.

**30:02(3)**      Effective April 1st, 2018, a one point five (1.5%) percent General Wage Increase will be applied to those rates in effect on March 31st, 2018 as per Schedules "A" of the Collective Bargaining Agreement.

**30:03      Raw Sewage and Disinterments of Full Body Caskets**

**30:03(1)      Raw Sewage**

Raw Sewage Premium shall be paid to Trouble Investigators. These Employees shall receive a Weekly Premium of two and one-half (2 ½) 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 16 - SPECIFIED PAID HOLIDAYS.

**30:03(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.

**30:03(3)**      All Employees, except those otherwise dealt with in Article 30:03(1) and Article 30:03(2), shall receive a Raw Sewage Premium of **SEVEN (\$7.00) 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 30:03(1).

Effective April 1st, 2016, the Raw Sewage Premium will increase to **SEVEN DOLLARS AND SEVEN CENTS (\$7.07)**.

Effective April 1st, 2017, the Raw Sewage Premium will increase to **SEVEN DOLLARS AND SEVENTEEN CENTS (\$7.17)**.

Effective April 1st, 2018, the Raw Sewage Premium will increase to **SEVEN DOLLARS AND TWENTY-EIGHT CENTS (\$7.28)**.

**30:03(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 16 - SPECIFIED PAID HOLIDAYS.

Pumping Station Attendant	-	15 hours
Pumping Station Attendant Helper	-	3 hours
Plants Serviceperson	-	7 hours
Plants Serviceperson (Millwright)	-	7 hours
Maintenance Operator (Mechanical)	-	7 hours
Plants Serviceperson Helper	-	3 hours
*Wastewater Plant Operator "A"	-	3 hours**
*Wastewater Plant Operator "B"	-	3 hours
Maintenance Operator (Diesel)	-	3 hours
Maintenance Operator (Electrician/Instrument Technician)	-	2 hours
Electrician	-	2 hours
Electrician Apprentice	-	1/2 hour
Instrument Technician	-	1 hour

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

\*\* 12 hours per week, prorated to the actual hours worked in the Lift Station.

The Raw Sewage Premium will be **SEVEN (\$7.00) DOLLARS** times the applicable hourly allotment.

Effective April 1st, 2016, the Raw Sewage Premium will increase to **SEVEN DOLLARS AND SEVEN CENTS (\$7.07)**.

Effective April 1st, 2017, the Raw Sewage Premium will increase to **SEVEN DOLLARS AND SEVENTEEN CENTS (\$7.17)**.

Effective April 1st, 2018, the Raw Sewage Premium will increase to **SEVEN DOLLARS AND TWENTY-EIGHT CENTS (\$7.28)**.

The Raw Sewage Premium will be paid for time worked in Wastewater only. When the Employees are assigned work in Water, the Raw Sewage Premium will not apply.

### **30:03(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.

### **30:03(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.

### **30:04 Leachate Pay**

Employees working in the Fleet Section shall receive a premium of **THREE DOLLARS AND TWENTY-FIVE CENTS (\$3.25)** per hour for each hour working on a garbage packer.

## **ARTICLE 31:00 - VALIDITY OF AGREEMENT**

**31:01** 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 32:00 - TERM OF AGREEMENT**

**32:01** This Agreement shall be in effect from the 1st day of April, 2016 and shall remain in effect until the 31st day of March, 2019, 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.

**32:02** 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.

**32:03** If notice of amendments or termination is given by either Party, pursuant to Article 32:02, 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.

**32:04** Notwithstanding Article 32:01, 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 33:00 - REPORTING PAY**

**33:01** 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 34:00 - CONTRACTING OUT**

**34:01** 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 35:00 - DEFINITIONS**

**35:01** **A PERMANENT EMPLOYEE** - is an Employee who has successfully completed the probationary period in the service of the Employer.

**35:02**      **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.

**35:03(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.

**35:03(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.

**35:03(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)(b) or 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.

**35:04**      **BASIC RATE** - is the rate of pay for the permanent job classification of the Employee.

**35:05**      **REGULAR RATE** - is the rate of pay for the job classification in which an Employee is presently working.

**35:06(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.

**35:06(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.

**35:06(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.

**35:06(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.

**35:07** **SUMMER STUDENT EMPLOYEE** - means an Employee who is employed only for and during the time period of April 15th to September 15th inclusive, each year, to perform work for the Employer. 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 September 15th of each year. A Student Employee may not bid on other Job Postings under this Agreement, while so employed. A Summer Student Employee shall be paid Statutory Holiday Pay in accordance with the *Employment Standards Act*, as amended from time to time.

**35:08** **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.

**35:09** **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 midnight.

**35:10** **A NIGHT SHIFT** - shall be defined as a shift where the majority of hours worked on the shift occur between 12:00 midnight and 8:00 a.m.

## **ARTICLE 36:00 - NOTIFICATIONS**

**36:01** The Union shall be notified at least monthly of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

## **ARTICLE 37:00 - JOINT HEALTH AND SAFETY COMMITTEE**

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

The Union and Employer have established four (4) multi-site Joint Health and Safety Committees in accordance with the Terms of Reference for each Committee as agreed upon by the Parties and the Ministry of Labour.

Four (4) Joint Health and Safety Committees have been established in order to improve health and safety standards.

The Office, Clerical and Technical (OCT) Joint Health and Safety Committee shall consist of fifteen (15) members: Nine (9) Worker Representatives from CUPE and its Local 4705 Inside Unit or CUPE and its Local 4705 Outside Unit, one (1) Non Union/Non Management Representative and five (5) Employer Representatives. Representatives shall be selected from the areas as identified in the Multi-Site Office, Clerical and Technical (OCT) Joint Occupational Health and Safety Committee Terms of Reference – Appendix A – OCT Joint Health and Safety Committee Structure and Representation.

The Operations Joint Health and Safety Committee shall consist of seventeen (17) members: Ten (10) Worker Representatives from either CUPE and its Local 4705 Inside Unit or CUPE and its Local 4705 Outside Unit, two (2) Non Union/Non Management Representatives and five (5) Employer Representatives. Representatives shall be selected from the areas as identified in the Multi-Site Operations Joint Occupational Health and Safety Committee Terms of Reference – Appendix A – Operations Joint Health and Safety Committee Structure and Representation.

The Emergency Services Joint Health and Safety Committee shall consist of six (6) members: Four (4) Representatives from CUPE and its Local 4705 Inside Unit or CUPE and its Local 4705 Outside Unit and two (2) Employer Representatives. Representatives shall be selected from the areas as identified in the Multi-Site Office, Emergency Services Joint Occupational Health and Safety Committee Terms of Reference – Appendix A – Emergency Services Joint Health and Safety Committee Structure and Representation.

The Airport Joint Health and Safety Committee shall consist of four (4) members: two (2) Representatives from CUPE and its Local 4705 Outside Unit and two (2) Employer Representatives. One alternate Worker Member shall be selected by the Workers and one (1) alternate Management Member shall be selected by the Employer. Representatives shall be selected from the areas as identified in the Airport Joint Occupational Health and Safety Committee Terms of Reference. As the Airport Joint Health and Safety Committee falls within the Federal jurisdiction, there are specific requirements that are unique to that JHSC and outlined in the Terms of Reference for the Airport.

Worker Designates will assist and support the Joint Health and Safety Committee. Worker Designates shall be selected by the respective Joint Health and Safety Committee Worker Members.

Each meeting shall be chaired alternately between the Employer and the Worker Committee Members. Each Joint Committee shall meet bimonthly (every two (2) months) as a minimum with the exception of the summer months July and August. The Joint Committees may meet more frequently as required and determined by the respective Joint Committee. In accordance with the Federal legislation, the Airport Joint Health and Safety Committee will meet at least nine (9) times per year. A meeting must occur in June and September. In keeping with the Internal Responsibility System, the Committees will deal with unsafe, hazardous or dangerous working conditions that remain unresolved.

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

All injuries resulting from on-the-job accidents, however small, shall be reported to the 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 Compensation, Benefits and Rehabilitation or designate who will report to the appropriate Joint Health and Safety Committee within four (4) working days of the report of the occurrence.

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 Organizational Development, Safety and Wellness or designate will report to the appropriate Joint Health and Safety Committee at its next meeting on any Health and Safety Concern Forms that, following the Health and Safety Concern Form process, are at the Joint Health and Safety Committee review stage.

Employees working in any dangerous jobs will be provided with the

necessary tools. The safety equipment and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

The Employer will grant a paid Leave of Absence to Worker Members of the Joint Health and Safety Committees in order that he/she may investigate any critical injuries as defined under the *Occupational Health and Safety Act*. A copy of the Report will be given to the appropriate Joint Health and Safety Committee.

**ARTICLE 38:00 - AGREEMENT - SIGNING AUTHORITIES**

**38:01** 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 5th day of May, A. D. 2017.

**THE CITY OF GREATER SUDBURY**

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

  
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\_\_\_\_\_  
LOCAL UNION PRESIDENT

  
\_\_\_\_\_


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

  
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BARGAINING COMMITTEE MEMBER

  
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BARGAINING COMMITTEE MEMBER

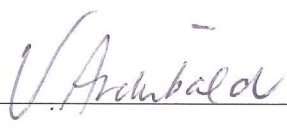
  
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BARGAINING COMMITTEE MEMBER

  
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\_\_\_\_\_  
CUPE NATIONAL SERVICING  
REPRESENTATIVE

  
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**SCHEDULE "A"**

**JOB CLASSIFICATIONS AND WAGE RATES**

CLASSIFICATION	March 31st, 2016	April 1st, 2016	April 1st, 2017	April 1st, 2018
Technician Lead Hand	\$32.68	\$33.01	\$33.46	\$33.96
Technician III	\$32.68	\$33.01	\$33.46	\$33.96
Facility Maintenance Technician	\$32.68	\$33.01	\$33.46	\$33.96
Facility Maintenance Technician (TDS)	\$32.68	\$33.01	\$33.46	\$33.96
Maintenance Operator (Electrician/Instrument Technician)	\$32.40	\$32.72	\$33.16	\$33.66
Body Shop Lead Hand	\$32.12	\$32.44	\$32.88	\$33.37
Instrument Technician	\$31.89	\$32.21	\$32.64	\$33.13
Maintenance Operator (Mechanical)	\$31.89	\$32.21	\$32.64	\$33.13
Maintenance Operator (Diesel)	\$31.72	\$32.04	\$32.47	\$32.96
Facility Maintenance Technician I (TDS)	\$31.60	\$31.92	\$32.35	\$32.84
Technician II	\$31.51	\$31.83	\$32.26	\$32.74
Tree Warden (Licensed)	\$31.43	\$31.74	\$32.17	\$32.65
Airport Operations Serviceperson (AFFS)/Lead Hand	\$31.26	\$31.57	\$32.00	\$32.48
Electrician	\$31.13	\$31.44	\$31.86	\$32.34
Plants Serviceperson	\$31.13	\$31.44	\$31.86	\$32.34
Auto Body Repairer	\$30.94	\$31.25	\$31.67	\$32.15
Technician I	\$30.67	\$30.98	\$31.40	\$31.87
Sub-Foreperson (Maintenance)	\$30.63	\$30.94	\$31.36	\$31.83
Sub-Foreperson "A" Line Painting and Sign Shop	\$30.63	\$30.94	\$31.36	\$31.83
Licensed Carpenter	\$30.38	\$30.68	\$31.09	\$31.56
Electrician/Serviceperson	\$30.38	\$30.68	\$31.09	\$31.56
Tree Pruner Leader (Licensed)	\$29.97	\$30.27	\$30.68	\$31.14
Arena Maintenanceperson Lead Hand	\$29.75	\$30.05	\$30.46	\$30.92
Arena Maintenanceperson Lead Hand (Sudbury Arena)	\$29.75	\$30.05	\$30.46	\$30.92
Licensed Welder/Fitter/Fabricator	\$29.62	\$29.92	\$30.32	\$30.77
Tree Warden	\$29.50	\$29.80	\$30.20	\$30.65
Cemetery Sub-Foreperson	\$29.49	\$29.78	\$30.18	\$30.63
Parks Gardener Sub-Foreperson	\$29.49	\$29.78	\$30.18	\$30.63



CLASSIFICATION	March 31st, 2016	April 1st, 2016	April 1st, 2017	April 1st, 2018
Sub-Foreperson (Parks)	\$29.49	\$29.78	\$30.18	\$30.63
Turf and Grounds Sub-Foreperson	\$29.49	\$29.78	\$30.18	\$30.63
Sign Shop Leader	\$29.47	\$29.76	\$30.16	\$30.61
Tree Pruner (Licensed)	\$29.46	\$29.75	\$30.15	\$30.60
Ski Lift Mechanic/Parks Serviceperson	\$29.39	\$29.68	\$30.08	\$30.53
Airport Operations Serviceperson A (AFFS)	\$28.95	\$29.24	\$29.63	\$30.07
Tree Pruner Leader	\$28.06	\$28.34	\$28.72	\$29.15
Carpenter	\$27.91	\$28.19	\$28.57	\$29.00
Arena Maintenanceperson	\$27.86	\$28.14	\$28.52	\$28.95
Arena Maintenanceperson (Sudbury Arena)	\$27.86	\$28.14	\$28.52	\$28.95
Distribution/Collection Operator "A" (Lead Hand)	\$27.86	\$28.14	\$28.52	\$28.95
Distribution/Collection Operator "A" (Trouble Investigator)	\$27.86	\$28.14	\$28.52	\$28.95
Operator "A" (Wastewater)	\$27.86	\$28.14	\$28.52	\$28.95
Operator "A" (Water)	\$27.86	\$28.14	\$28.52	\$28.95
Equipment Parts Expeditor	\$27.47	\$27.74	\$28.11	\$28.53
Farebox and Tire Repairperson	\$27.78	\$28.06	\$28.44	\$28.87
Lead Hand	\$27.65	\$27.93	\$28.31	\$28.73
Lead Hand Traffic Line Painting	\$27.65	\$27.93	\$28.31	\$28.73
Recreational Facilities Safety Co-Ordinator and Outdoor Rink / Skate Path Co-Ordinator	\$27.65	\$27.93	\$28.31	\$28.73
Tree Pruner	\$27.55	\$27.83	\$28.21	\$28.63
Gardener/Queen's Athletic Field Attendant	\$27.46	\$27.73	\$28.10	\$28.52
Parks Gardener	\$27.46	\$27.73	\$28.10	\$28.52
Gardener/Winter Maintenance Attendant	\$27.46	\$27.73	\$28.10	\$28.52
Equipment Pool Co-Ordinator	\$27.17	\$27.44	\$27.81	\$28.23
Parks Small Engine Mechanic	\$26.77	\$27.04	\$27.41	\$27.82
Parking Maintenance Operator	\$26.75	\$27.02	\$27.38	\$27.79
Maintenanceperson (Outside)	\$26.75	\$27.02	\$27.38	\$27.79
Parks Services Trail Person	\$26.75	\$27.02	\$27.38	\$27.79
Sign Fabricator	\$26.75	\$27.02	\$27.38	\$27.79
Recreational Facilities Safety Co-Ordinator	\$26.75	\$27.02	\$27.38	\$27.79

CLASSIFICATION	March 31st, 2016	April 1st, 2016	April 1st, 2017	April 1st, 2018
Parks Serviceperson	\$26.75	\$27.02	\$27.38	\$27.79
Irrigation and Ski Hill Serviceperson	\$26.75	\$27.02	\$27.38	\$27.79
Trail and Ski Hill Utilityperson	\$26.75	\$27.02	\$27.38	\$27.79
Airport Operations Serviceperson B (AFFS)	\$26.63	\$26.90	\$27.26	\$27.67
Equipment Operator A	\$26.43	\$26.69	\$27.05	\$27.46
Truck Driver – One Person Multi-Function Operator	\$26.43	\$26.69	\$27.05	\$27.46
Grader Operator	\$26.43	\$26.69	\$27.05	\$27.46
Airport Operations Serviceperson	\$26.43	\$26.69	\$27.05	\$27.46
Flusher/Vacuum Operator	\$26.43	\$26.69	\$27.05	\$27.46
Waste Collection Truck Driver	\$26.31	\$26.57	\$26.93	\$27.33
Waste Collection Operator	\$26.31	\$26.57	\$26.93	\$27.33
Meterperson	\$26.17	\$26.43	\$26.79	\$27.19
Bricklayer	\$25.92	\$26.18	\$26.53	\$26.93
Traffic Line Painter	\$25.83	\$26.09	\$26.44	\$26.84
Building Maintenanceperson	\$25.83	\$26.09	\$26.44	\$26.84
Building Maintenanceperson (Library)	\$25.83	\$26.09	\$26.44	\$26.84
Cemetery Operator	\$25.82	\$26.08	\$26.43	\$26.83
Equipment Operator B	\$25.82	\$26.08	\$26.43	\$26.83
Night Leader	\$25.64	\$25.90	\$26.25	\$26.64
Sign Installer	\$25.58	\$25.84	\$26.19	\$26.58
Helper-Fleet Services	\$25.58	\$25.84	\$26.19	\$26.58
Distribution/Collection Operator "B"	\$25.43	\$25.68	\$26.03	\$26.42
Truck Driver Salt/Sand Spreader	\$25.34	\$25.59	\$25.94	\$26.33
Pump Station Attendant	\$25.29	\$25.54	\$25.88	\$26.27
Plants Serviceperson Helper	\$25.16	\$25.41	\$25.75	\$26.14
Truck Driver	\$25.09	\$25.34	\$25.68	\$26.07
Waste Collector	\$25.06	\$25.31	\$25.65	\$26.03
Parks Equipment Operator	\$25.02	\$25.27	\$25.61	\$25.99
Municipal Tractor Operator (Seasonal)	\$25.02	\$25.27	\$25.61	\$25.99
Sidewalk Vac Operator (Seasonal)	\$24.79	\$25.04	\$25.38	\$25.76
Waste Serviceperson	\$24.79	\$25.04	\$25.38	\$25.76
Utility Locator	\$24.78	\$25.03	\$25.37	\$25.75

CLASSIFICATION	March 31st, 2016	April 1st, 2016	April 1st, 2017	April 1st, 2018
Utility Locator (Construction Services)	\$24.78	\$25.03	\$25.37	\$25.75
Distribution/Collection Relief Operator	\$24.78	\$25.03	\$25.37	\$25.75
Operator "B" (Wastewater)	\$24.78	\$25.03	\$25.37	\$25.75
Operator "B" (Water)	\$24.78	\$25.03	\$25.37	\$25.75
Operator "B" (Compliance)	\$24.78	\$25.03	\$25.37	\$25.75
Sign Installer Helper	\$24.74	\$24.99	\$25.33	\$25.71
Roads Utilityperson	\$24.61	\$24.86	\$25.20	\$25.58
Pump Station Attendant Helper	\$24.40	\$24.64	\$24.97	\$25.34
Lube Technician	\$24.40	\$24.64	\$24.97	\$25.34
Serviceperson	\$24.39	\$24.63	\$24.96	\$25.33
Utilityperson	\$24.35	\$24.59	\$24.92	\$25.29
Ski Hill Utilityperson	\$24.35	\$24.59	\$24.92	\$25.29
Utilityperson (Cemetery)	\$24.35	\$24.59	\$24.92	\$25.29
Delivery Driver (CD)	\$24.35	\$24.59	\$24.92	\$25.29
Parks Utilityperson	\$24.35	\$24.59	\$24.92	\$25.29
Parks and Ski Hill Utilityperson	\$24.35	\$24.59	\$24.92	\$25.29
WWW Operator Assistant (Wastewater) Yr 3	\$22.30	\$22.52	\$22.82	\$23.16
WWW Operator Assistant (Water) Yr 3	\$22.30	\$22.52	\$22.82	\$23.16
WWW Operator Assistant (Wastewater) Yr 2	\$20.90	\$21.11	\$21.39	\$21.71
WWW Operator Assistant (Water) Yr 2	\$20.90	\$21.11	\$21.39	\$21.71
Custodian	\$20.02	\$20.22	\$20.49	\$20.80
Junior Building Maintenanceperson	\$20.02	\$20.22	\$20.49	\$20.80
WWW Operator Assistant (Wastewater) Yr 1	\$19.50	\$19.70	\$19.97	\$20.27
WWW Operator Assistant (Water) Yr 1	\$19.50	\$19.70	\$19.97	\$20.27
Janitor/Program Assistant	\$19.48	\$19.67	\$19.94	\$20.24
Parking Lot Attendant	\$15.63	\$15.79	\$16.00	\$16.24
Building Attendant	\$15.37	\$15.52	\$15.73	\$15.97
Lift Attendant/Utilityperson Helper	\$15.30	\$15.45	\$15.66	\$15.89
Ski Lift Attendant	\$14.44	\$14.58	\$14.78	\$15.00
Park Attendant	\$14.44	\$14.58	\$14.78	\$15.00
Cemetery Attendant (Part Time)	\$14.44	\$14.58	\$14.78	\$15.00

CLASSIFICATION	March 31st, 2016	April 1st, 2016	April 1st, 2017	April 1st, 2018
Student	\$12.35	\$12.47	\$12.64	\$12.83

- Note:
- (a) The Parties agree that Employees in the classification of Operator A shall be eligible for a **FIFTY (\$0.50) CENT** premium when they are performing the role of Duty Operator and the Overall Responsible Operator is on call. It is agreed that this premium will only apply to Employees in the classification of Operator A at the Wahnapiatae and Sudbury Plants.
  - (b) The Parties agree that Technician Lead Hands and Technicians shall be eligible for a **FORTY (\$0.40) CENT** per hour Alternate Fuel Licence (AFL) premium as follows:
    1. A base number of Technician II's 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 on alternate fueled vehicles and equipment. Should more Technicians hold the licence than the number required in a Shop, the premium shall be paid to the Senior Technician performing the work.
    2. The premium outlined above, is not cumulative/pyramided, nor does it apply when overtime rates apply.
  - (c) The Parties agree that Plants Servicepersons who are qualified Millwrights will be paid at a rate equivalent to Licensed Carpenter/Licensed Electrician. Employees who are grandparented at the former Plant Servicepersons rate of **TWENTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$27.54)** (effective April 1, 2013) and shall be subject to all General Wage Increases negotiated. They shall have the opportunity to become certified. All future Plant Serviceperson vacancies will be posted including the Millwright certification as mandatory.
  - (d) No Employee will be paid less than the Ontario Minimum Wage rate.
  - (e) Any Technician, Mechanic Helper or Apprentice working on vehicles outside shall be eligible for a **FIFTY (\$0.50) CENT** per hour premium.
  - (f) Notwithstanding Article 22:01, Custodians shall be paid for a Lead Hand premium of **FIVE DOLLARS AND EIGHTY-ONE CENTS (\$5.81)** per hour when detailed to relieve in the absence of the Facility Maintenance Technician.
  - (g) Any Parks Services Employee in the Parks Section shall receive a premium of **TWO DOLLARS (\$2.00)** per hour (minimum one (1) hour) for each hour working with dog waste at the Off-Leash Dog Park.

## SCHEDULE "A:1"

### Water / Wastewater Certification

The premiums established under this Schedule apply to Employees within the classifications of Operator "A" and Operator "B" and all Employees in Distribution / Collection.

Employees in these classifications will be paid the following per hour premium, once they have attained all required certifications, regardless of which level of facility or sub-system they are working in. The premium will be paid on all hours worked, Specified Paid Holidays, Vacations, Weekly Indemnity Bank Days, WI, and LTD.

Certificate	Hourly Premium effective April 1st, 2010
Level IV	\$3.78
Level III	\$2.00
Level II	\$1.00

Note #1      The Parties recognize that increased levels of Operator certification are required by the *Safe Drinking Water Act 2002*, and related Regulations (including Regulation 170/03, and 128/04, as amended from time to time) or the *Ontario Water Resources Act*, and related regulations ( including regulation 435/98), and that a level of personal commitment for continuing development and certification will be required of Operators in CGS's Water and Wastewater facilities and sub-systems.

Note #2      To properly compensate Operators for this increased level of commitment and support CGS's desire to have certified Operators in place to meet regulatory demands, the Parties have agreed to the above Pay For Knowledge System.

The above rates are not payable until the Employee has attained the certification level for all required Levels (i.e. a Water Employee would require certification in both Water Treatment (WT), and also Water Distribution (WD), and a Waste Water Employee would require certification in both Wastewater Treatment (WWT) and Wastewater Collection (WWC) and a Distribution / Collection Operator would require certification in both Water Distribution (WD) and Wastewater Collection (WWC)). Should the Employee lose their level of certification, they will no longer be eligible for the above premiums and may be ineligible to remain in water and wastewater operations.

It is clearly understood by both Parties that the onus to achieve the certificate lies solely with the Employee, per the standards set by the MOE (as amended from time to time). Specifically, the Employee's attainment of a certification will be determined by the MOE alone, not by the Employer.

**SCHEDULE "A:2"**

**Certification/Licensing for Water/Wastewater Maintenance Employees**

The premiums established under this Schedule apply to Employees within the classifications of Maintenance Operator (Diesel, Mechanical, Electrician/Instrument Technician), Plants Servicepersons (Millwrights), Plants Serviceperson Helpers, Electricians and Instrument Technicians.

Employees in these classifications will be paid the following per hour premium, once they have attained all required certifications, regardless of which level of facility or sub-system they are working in. The premium will be paid on all hours worked, Specified Paid Holidays, Vacations, Weekly Indemnity Bank Days, WI, and LTD.

<b>Certificate (Water Treatment and Water Distribution)</b>	<b>Hourly Premium Effective April 1st, 2013</b>	<b>Certificate (Wastewater Treatment and Wastewater Collection)</b>	<b>Hourly Premium Effective April 1st, 2013</b>
Level I	\$1.00	Level I	\$1.00

Note #1 The Parties recognize that increased levels of Operator certification are required by the *Safe Drinking Water Act* 2002, and related Regulations (including Regulation 170/03, and 128/04, as amended from time to time) or the *Ontario Water Resources Act*, and related regulations (including regulation 435/98), and that a level of personal commitment for continuing development and certification will be required of Employees in these classifications working in CGS's Water and Wastewater facilities and sub-systems.

Note #2 To properly compensate Employees in the above noted classifications for this increased level of commitment and support CGS's desire to have certified Maintenance Operators in place to meet regulatory demands, the Parties have agreed to the above Pay For Certification/Licensing System.

The Parties further agree that once an Employee attains Level I in either Water Treatment or Wastewater Treatment, they will be compensated **ONE (\$1.00) DOLLAR** for all regular hours worked, Specified Paid Holidays, Vacations, Weekly Indemnity Bank Days, WI, and LTD, paid retroactively from either one of the following:

- a) from the date they receive an O.I.T. for Employees who have yet to attain it, or;
- b) from the date of ratifying this agreement for Employees who currently possess an O.I.T.

Note: Retroactive payments will be capped at a maximum of five (5) years from the date of ratification.

Employees who obtain Level I in both Water Treatment and Wastewater Treatment will be compensated **TWO (\$2.00) DOLLARS** for all additional hours worked, Specified Paid Holidays, Vacations, Weekly Indemnity Bank Days, WI, and LTD from the time they achieved Level I for their first Treatment License.

The above rates are not payable until the Employee has attained the certification level for all required Levels (i.e. a Water Employee would require certification in both Water Treatment (WT), and also Water Distribution (WD), and a Waste Water Employee would require certification in both Wastewater Treatment (WWT) and Wastewater Collection (WWC)). Should the Employee lose their level of certification, they will no longer be eligible for the above premiums and may be ineligible to remain in water

and wastewater operations.

It is clearly understood by both Parties that the onus to achieve the certificate lies solely with the Employee, per the standards set by the MOE (as amended from time to time). Specifically, the Employee's attainment of a certification will be determined by the MOE alone, not by the Employer.

## SCHEDULE "B"

### PROVISIONS SPECIFIC TO REGULAR SHIFT EMPLOYEES

All Articles of the Base Collective Bargaining 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, Building Attendants, Custodians, Equipment Operator "A", Equipment Operator "B", Delivery Drivers, Parking Lot Attendants and Employees in the Mechanical Shops of the Fleet Section and at Transit Services.
- (b) Detailed in the shift schedules attached hereto and forming an integral part of this Collective Bargaining Agreement.

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

Notwithstanding Article 16:03 and Article 16:04(1), all Regular Shift Employees called upon to work on any of the Holidays listed under Article 16:01 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 18:01(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 18:01, 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:

<b><u>SECTIONS</u></b>	<b><u>SCHEDULES</u></b>
North Trouble Investigator and South Trouble Investigator	"B:06" SHIFT SCHEDULE
Specific to Water Operators – Wanapitei Plant	"B:07" SHIFT SCHEDULE
Wastewater Operators – Sudbury Wastewater Treatment Plant	"B:08" SHIFT SCHEDULE
Specific to Wastewater Operators – Wastewater North and Wastewater South	"B:09" SHIFT SCHEDULE
Parks Section – Bell Park Amphitheatre, Memorial Park, Moonlight, Nepahwin and Queen's Athletic Field	"B:10" SHIFT SCHEDULE
Spring Clean Up	"B:11" SHIFT SCHEDULE
Routine Clean Up	"B:12" SHIFT SCHEDULE
Winter Road Patrol – Specific to Truck Driver Salt/Sand Spreader – Four (4)	"B:13" SHIFT SCHEDULE
Municipal Arenas and Community Centres	"B:14" SHIFT SCHEDULE
Zones, Area Sections and Classes of Arenas	"B:15" SHIFT SCHEDULE
Class 1 Arenas	"B:16" SHIFT SCHEDULE
Class 1A Arenas	"B:16A" SHIFT SCHEDULE
Class 2 Arenas	"B:17" SHIFT SCHEDULE
Class 3 Arenas	"B:18" SHIFT SCHEDULE
Cemetery Services	"B:19" SHIFT SCHEDULE
Greater Sudbury Airport	"B:20" SHIFT SCHEDULE
Fleet Section	"B:21" SHIFT SCHEDULE
Serviceperson	"B:22" SHIFT SCHEDULE
Distribution and Collection	"B:23" SHIFT SCHEDULE
Lift Stations	"B:24" SHIFT SCHEDULE
Maintenance Operator (Mechanical)	"B:25" SHIFT SCHEDULE
Maintenance Operator (Electrician/Instrument Technician)	"B:26" SHIFT SCHEDULE
Vactor Crews	"B:27" SHIFT SCHEDULE
Custodian	"B:28" SHIFT SCHEDULE

**"B:06" SHIFT SCHEDULE – NORTH TROUBLE INVESTIGATOR**

	1	2	3
	<b>AFTERNOONS</b>		
<b>S</b>	R	R	D 0800-2000
<b>S</b>	R	R	D 0800-2000
<b>M</b>	A	D	D
<b>T</b>	A	D	D
<b>W</b>	A	D	R
<b>T</b>	A	D	R
<b>F</b>	A	D	R

**"B:06" SHIFT SCHEDULE – SOUTH TROUBLE INVESTIGATOR**

	1	2	3	4	5	6
		<b>AFTERNOONS</b>	<b>NIGHTS</b>			
<b>S</b>	R	R	R	R	N 2000 start (12hrs)	D0800 start (12hrs)
<b>S</b>	R	R	R	R	N 2000 start (12hrs)	D 0800 start (12hrs)
<b>M</b>	D (8hrs)	A (8hrs)	N (8hrs)	D (8hrs)	R	D (8hrs)
<b>T</b>	D (8hrs)	A (8hrs)	N (8hrs)	D (8hrs)	R	D (8hrs)
<b>W</b>	D (8hrs)	A (8hrs)	N (8hrs)	D (8hrs)	D	R
<b>T</b>	D (8hrs)	A (8hrs)	N (8hrs)	D (8hrs)	D	R
<b>F</b>	D (8hrs)	A (8hrs)	N (8hrs)	D (8hrs)	R	R

- R = Regular Day Off
- D (8hrs) = Day Shift 0800 to 1600 hours
- A (8hrs) = Afternoon Shift 1600 to midnight
- N (8hrs) = Night Shift Midnight to 0800 hours
- D (12hrs) = Day Shift 0800 to 2000 hours
- N (12hrs) = Night Shift 2000 to 0800 hours next day

**The shift start is on the day identified on the schedule.**

**"B:07" SHIFT SCHEDULE – SPECIFIC TO WATER OPERATORS**

**WANAPITEI PLANT**

	1	2	3	4	5	6	7	8	9	
	NIGHTS		AFTERNOONS (DUTY)	DUTY-WAN			AFTERNOONS <sup>1</sup>			FLOATER
<b>S</b>	R	N 0000-0800; A 2000-2400	R	R	D 0800-2000	R	R	R	R	R
<b>S</b>	A 2000-2400	N 0000-0800	R	R	D 0800-2000	R	A	R	R	R
<b>M</b>	N	D	A	D	R	D	A	D	D	D
<b>T</b>	N	D	A	D	R	D	A	D	D	D
<b>W</b>	N	R	A	D	D	D	A	D	D	D
<b>T</b>	N	R	A	D	D	D	A	D	D	D
<b>F</b>	N	R	A	D	R	D	R	D	D	D

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

Note #1      David Street and Frost Street Operations rotate in on the second afternoon and standby.

Note #2      The Parties agree to implement the schedule agreed to at Bargaining with the next vacation bid.

Note #3      Prior to issuing the schedule the Employer will provide a draft schedule for review by Employees.

<sup>1</sup> Denotes operators' participation in second afternoon shift and standby

**"B:08" SHIFT SCHEDULE - WASTEWATER OPERATORS**

**SUDBURY WASTEWATER TREATMENT PLANT**

	1	2	3	4	5	6	7	8	
	NIGHTS		DUTY		AFTERNOONS				FLOATER
<b>S</b>	R	N 0000-0800; A 2000-2400	R	D 0800-2000	R	R	R	R	R
<b>S</b>	A 2000-2400	N 0000-0800	R	D 0800-2000	R	R	R	R	R
<b>M</b>	N	R	D	D	A	D	D	D	D
<b>T</b>	N	R	D	D	A	D	D	D	D
<b>W</b>	N	D	D	R	A	D	D	D	D
<b>T</b>	N	D	D	R	A	D	D	D	D
<b>F</b>	N	R	D	R	A	D	D	D	D

R = Regular Day Off

N = Night Shift

D = Day Shift

A = Afternoon Shift

**"B:09" SHIFT SCHEDULE - SPECIFIC TO WASTEWATER OPERATORS**

B:09(a)

**WASTEWATER NORTH**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Saturday</b>	D	R	R	R	R	R
<b>Sunday</b>	D	R	R	R	R	R
<b>Monday</b>	D	D	D	D	D	D
<b>Tuesday</b>	D	D	D	D	D	D
<b>Wednesday</b>	D	D	D	D	D	D
<b>Thursday</b>	R	D	D	D	D	D
<b>Friday</b>	R	D	D	D	D	D

B:09(b)

**WASTEWATER SOUTH**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Saturday</b>	D	R	R	R	R
<b>Sunday</b>	D	R	R	R	R
<b>Monday</b>	D	D	D	D	D
<b>Tuesday</b>	D	D	D	D	D
<b>Wednesday</b>	D	D	D	D	D
<b>Thursday</b>	R	D	D	D	D
<b>Friday</b>	R	D	D	D	D

R = Regular Day Off

D = Day Shift

E = Evening Shift

**"B:10" SHIFT SCHEDULE - PARKS SECTION**

**BELL PARK AMPHITHEATRE, MEMORIAL PARK, MOONLIGHT, NEPAHWIN AND QUEEN'S ATHLETIC FIELD**

**B:10(a)** Parks Gardeners, 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
<b>Crew 1</b>	E	E	X	X	D	D	D	D	D	D	D	X	X	D	X	X	D	D	D	D	E
<b>Crew 2</b>	X	X	D	D	D	D	E	E	E	X	X	D	D	D	D	D	D	D	X	X	D
<b>Crew 3</b>	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.

Note: Summer students may work on this schedule. Where a summer student works on a shift schedule and the summer student performs duties other than that provided for in the Parks student job description, the summer student will be coded and paid the higher rate of pay (i.e. Utility person or Gardener).

**B:10(e) CGS SKI HILLS**

- (i) When not working at CGS Ski Hills, the Ski Lift Mechanic/Parks Serviceperson will report to the Manager of Parks Services or designate and perform the work of a Parks Serviceperson.
- (ii) Employees who fall within the scope of the Collective Bargaining Agreement and are scheduled to work at CGS Ski Hills in any given ski season are considered to be Regular Shift Employees and are subject to the provisions of Schedule "B" of the Collective Bargaining Agreement.
- (iii) In an effort to control costs and minimize the use of overtime, Employees will be required to work flexible hours. It is also understood and agreed between the Parties that it will be necessary to have Employees perform regularly scheduled work on Saturdays and Sundays. The normal work week for Permanent Full Time and Temporary Employees shall consist of an average of forty (40) hours with days off. The shift schedule setting out the hours of work will be determined by the Manager of Parks Services or designate.

- (iv) Any work in excess of forty (40) hours per week or in excess of a scheduled work day will be paid out at the applicable overtime rates of pay. The scheduled work day inclusive of a paid meal period of one half (½) hour, will vary in hours up to a maximum limit of ten (10) hours per day subject to operational demands. If a four (4) day per week / ten (10) hour per day schedule is in effect, any absences such as vacation days, WI days, etc. will be taken as ten (10) hour days. Similarly, Employees will be paid (10) hours on any Specified Paid Holiday that falls on a scheduled workday.
- (v) Notwithstanding the provisions of Article B:05(2), the Employer may change or modify Shift Schedules provided a minimum of forty-eight (48) hours notice is provided to Employees. The seventy-two (72) hour notice identified under B:05(2) is not operative under this Article.
- (vi) In the event that the Employer ceases to operate the CGS Ski Hills, the Permanent Full Time Employee classified as Ski Hill Mechanic/Parks Serviceperson will be issued a layoff Notice and granted his or her Bumping Rights in compliance with Article 11:01(6)(1) of the Collective Bargaining Agreement.

**B:10(f) RECREATIONAL FACILITIES SAFETY CO-ORDINATOR AND OUTDOOR RINK/SKATE PATH CO-ORDINATOR**

- (i) The incumbent in the job classification of Recreational Facilities Safety Co-Ordinator and Outdoor Rink/Skate Path Co-Ordinator will work as a Recreational Facilities Safety Co-Ordinator during the period from approximately April 16 to October 31 of each year and follow the normal hours of work as outlined in the Collective Bargaining Agreement.
- (ii) The incumbent in the job classification of Recreational Facilities Safety Co-Ordinator and Outdoor Rink/Skate Path Co-Ordinator will work as an Outdoor Rink and Skate Path Co-Ordinator during the period from approximately November 1 to April 15 of each year. The normal hours of work for the incumbent in this position will be forty (40) hours per week consisting of five (5) eight (8) hour days, which hours will be consecutive between the hours of 6:00 a.m. and 12:00 midnight with a one-half (½) hour paid lunch which will be taken on the premises.
- (iii) The Employer will provide a copy of the schedule to the Union when requested. Any changes to the schedule will be made in accordance with Schedule B:05(2).

**B:10(g) GARDENER/QUEEN'S ATHLETIC FIELD ATTENDANT AND GARDENER/ WINTER MAINTENANCE ATTENDANT**

- (i) The incumbent in the job classification of Gardener/Queen's Athletic Field Attendant and Gardener/ Winter Maintenance Attendant will work as a Gardener during the period from approximately April 16th to October 31st of each year and follow the normal hours of work as outlined in the Collective Bargaining Agreement.
- (ii) The incumbent in the job classification of Gardener/Queen's Athletic Field Attendant and Gardener/ Winter Maintenance Attendant will work as the Queen's Athletic Field Attendant during the period from approximately November 1st to April 15th of each year. The normal hours of work for the incumbent in this position will be forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours between the hours of 6:00 a.m. and 12:00 midnight with a one-half (1/2) hour paid lunch which will be taken on the premises.

- (iii) The Employer will provide a copy of the schedule to the Union when requested. Any change to the shift schedule will be made in accordance with Schedule B:05(2).

**B:10(h) CGS PARKS SERVICES FACILITIES – SUMMER OPERATIONS**

- (i) The Employer will direct Employees in the following job classifications to perform work at Parks Services facilities during the period between April 1st and October 30th of a given year: Sub-Foreperson, Utilityperson, Lead Parks Attendant, Parks Attendant and Summer Student. The job classification of Sub-Foreperson, Lead Parks Attendant and Parks Attendant will be posted as either a Limited Position or a Seasonal Part Time Position.
- (ii) The normal hours of work for Permanent Full Time Employees, Probationary Full Time Employees and Temporary Employees who will perform this work will be forty (40) hours per week consisting of five (5) days of eight (8) hours, which hours will be consecutive, between the hours of 6:00 a.m. and 12:00 midnight with a one-half (½) hour paid lunch which will be taken on the premises or alternatively scheduled as four (4) days of ten (10) hours, which hours will be consecutive, between the hours of 6:00 a.m. and 12:00 midnight with a one-half (½) hour paid lunch which will be taken on the premises. If a four (4) day per week/ten (10) hour per day schedule is in effect, any absences such as vacation days, WI days, etc. will be taken as ten (10) hour days. Similarly, Employees will be paid ten (10) hours on any Specified Paid Holiday that falls on a scheduled workday. The normal hours of work for Parks Services Employees who are not hired under this Article remain unchanged.
- (iii) The intent of the Parties is that no Permanent Full Time Employee or Probationary Full Time Employee who has not posted into the job classifications indicated in (i) above will be forced to work the hours indicated in (ii) on a regular basis.
- (iv) Summer Students will be used, in accordance with the agreed upon Job Description, to supplement the work schedule and be scheduled in the same manner as Employees in (ii) above. However, Summer Students are not considered Regular Shift Employees and will not be paid any Shift Differential.

**B:10(i) CGS PARKS SERVICES – FLEX START TIME WINTER OPERATIONS**

- (i) The Employer will direct Employees in the following job classifications in Parks to perform winter maintenance work at Parks Services facilities and special events during the period between November 1st and March 31st of a given year: Sub-Foreperson, Utilityperson, Parks Serviceperson, Gardener, Parks Equipment Operator and Irrigation Maintenance Person.
- (ii) The Employer will canvass the Permanent Full Time Employees holding the classifications in (i) above to identify those Employees who prefer to work flex start time. If more Employees are required to work flex start time, the Employer will assign firstly Temporary Employees. Secondly, if the Employer expands the locations for the Winter Maintenance Program and posts Limited Positions, all of the successful applicants to such posting will be assigned to flex start time. Thirdly, the Employer will assign flex start time to those Part Time Employees who are available. If there is an occasion when insufficient Employees are available, the Employer will assign a flex start time to any other Employee holding one of the classifications in (i) above.
- (iii) The normal hours of work for Permanent Full Time Employees, Probationary Full Time Employees and Temporary Employees who will



perform this work will be forty (40) hours per week, from Monday to Friday, consisting of five (5) days of eight (8) consecutive hours between the hours of 5:00 a.m. and 4:00 p.m. with a one half (½) hour paid lunch. The Employer must provide notice of at least twelve (12) hours when it expects Employees to report for a flexible start time. The normal hours of work for Parks Services Employees who are not assigned to perform winter maintenance work under this Article remain unchanged.

(iv) The intent of the Parties is that only Employees who identified their preference or are assigned as indicated in (ii) above will be required to work the flex start time schedule.

(v) B:05 does not apply to Employees working the flex start time above and Employees assigned to flex hours will not be considered Regular Shift Employees.

**B:10(j)(i)** The incumbent in the job classification of Parks and Ski Hill Utilityperson will work as a Parks Utilityperson during the period from approximately April 1st to October 31st of each year and follow the normal hours of work as outlined in the Collective Bargaining Agreement.

**B:10(j)(ii)** The incumbent in this job classification will work as a Ski Hill Utilityperson during the period from approximately November 1st to March 31st of each year in accordance with the provisions outlined in Schedule B:10(e). It is understood and agreed that the incumbent may be required to work as a Parks Utilityperson throughout this same period if required.

**B:10(k)(i)** The incumbent in the job classification of Trail and Ski Hill Serviceperson will work as a Parks Services Trail Person during the period from approximately April 1st to October 31st of each year and follow the normal hours of work as outlined in the Collective Bargaining Agreement.

**B:10(k)(ii)** The incumbent in this job classification will work as a Ski Hill Serviceperson during the period from approximately November 1st to March 31st of each year in accordance with the provisions outlined in Schedule B:10(e). It is understood and agreed that the incumbent may be required to work as a Parks Services Trail Person throughout this same period if required.

**"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>
<b>MTWTF</b>	<b>MTWTF</b>	<b>MTWTF</b>	<b>MTWTF</b>	<b>MTWTF</b>	<b>MTWTF</b>	<b>MTWTF</b>	<b>MTWTF</b>
NNNNN	NNNNN	EEEE	EEEE	DDDD	DDDD	NNNNN	NNNNN
DDDD	DDDD	NNNNN	NNNNN	EEEE	EEEE	DDDD	DDDD
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>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>
<b>Crew</b>	X	N	N	N	N	N	X
<b>Crew</b>	X	N	D	D	D	D	X
<b>Crew</b>	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 SPREADER - 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>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
<b>Week 1</b>	D	D	X	X	X	D	D
<b>Week 2</b>	X	X	N	N	N	X	X
<b>Week 3</b>	N	N	X	X	X	N	N
<b>Week 4</b>	X	X	D	D	D	X	X

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

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

X = DAYS OFF

**"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	3:00 P.M. to 1:00 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 Article B:14(a) above, Employees in Class 1 Arenas may be required to commence work no earlier than 6:00 a.m. and ending no later than 1:00 a.m. with seventy two (72) hours notice, on Saturdays, and Sundays, only.

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

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

Notwithstanding the provisions of Article 19:06, 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 Article B:05(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 cumulative 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 – ZONES, AREA SECTIONS, AND CLASSES OF ARENAS**

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

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

- 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 1A Arena: Is defined as a two (2) 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**

**Week 1**

<b>Employee</b>	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
Position 1	D	D	E	E	E	X	X
Position 2	X	X	D	D	D	E	E
Position 3	E	E	X	X	D	D	D

**Week 2**

<b>Employee</b>	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
Position 1	X	X	D	D	D	E	E
Position 2	E	E	X	X	D	D	D
Position 3	D	D	E	E	E	X	X

**Week 3**

<b>Employee</b>	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
Position 1	E	E	X	X	D	D	D
Position 2	D	D	E	E	E	X	X
Position 3	X	X	D	D	D	E	E

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:16A" SHIFT SCHEDULE - CLASS 1A ARENAS**

**Centennial Community Centre/Arena, Countryside Sports Complex,  
Dr. Edgar Leclair Community Centre/Arena, Garson Community Centre/Arena,  
T.M. Davies Community Centre/Arena**

**Week 1**

<b>Employee</b>		<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
A	Position 1	X	X	D	D	D	D	D
B	Position 2	X	X	E	E	E	E	E
C	Part Time Staff	V	V	X	X	X	X	X

**Week 2**

<b>Employee</b>		<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
A	Position 1	X	X	E	E	E	E	E
B	Position 2	X	X	D	D	D	D	D
C	Part Time Staff	V	V	X	X	X	X	X

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

V = [Part Time] Saturday and Sunday                      Up to Ten (10) Hour shifts at Straight Time

Note:                      Part Time staff required to work weekends shall rotate between days and afternoons on a weekly basis. Notwithstanding Article C:10(a), any Part Time Employee working in a Class 1A Arena will assume the Saturday and Sunday shift at straight time plus the applicable shift differential.

Note:                      Part Time Employees will be scheduled subject to operational need. It is agreed that there will be no expansion of the number of Class IA Arenas for the term of this Agreement.



**"B:17" SHIFT SCHEDULE - CLASS 2 ARENAS**

**CAMBRIAN ARENA, CARMICHAEL ARENA, CAPREOL ARENA, CONISTON ARENA, CHELMSFORD ARENA, MCCLELLAND ARENA AND RAYMOND PLOURDE ARENA**

**Week 1**

<b>Employee</b>		<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
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**

<b>Employee</b>		<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
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 = 3:00 P.M. to 1:00 A.M.

X= DAY OFF

V = VARIABLE HOURS BASED ON OPERATIONAL NEED

Note: Employees working under this Schedule will be entitled to ten (10) hours of pay under Article 16:01(1) (Specified Paid Holidays) provided they meet the other provisions of Article 16:00.

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

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**"B:18" SHIFT SCHEDULE - CLASS 3 ARENAS**

**J. COADY MEMORIAL ARENA**

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

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

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

**"B:19" SHIFT SCHEDULE - CEMETERY SERVICES**

<b>Full Time Employees</b>	<b>Week 1</b>	<b>Week 2</b>	<b>Week 3</b>	<b>Week 4</b>
	<b>S S M T W T F</b>	<b>S S M T W T F</b>	<b>S S M T W T F</b>	<b>S S M T W T F</b>
Cemetery Utilityperson	D X D D D D X	X X D D D D D	X X D D D D D	X X D D D D D
Cemetery Utilityperson	X X D D D D D	D X D D D D X	X X D D D D D	X X D D D D D
Cemetery Operator	X X D D D D D	X X D D D D D	D X D D D D X	X X D D D D D
Subforeperson	X X D D D D D	X X D D D D D	X X D D D D D	D X D D D D X

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

**B:19(a)**      Part Time Employees will work variable hours as required.

**B:19(b)**      Temporary Employees will work Saturdays on a regular basis.

\* \* \* \* \*

## **"B:20" SHIFT SCHEDULE - GREATER SUDBURY AIRPORT**

**B:20(a)      Airport Operations Servicepersons - A.F.F.S. - Lead  
Hand Airport Operations Servicepersons - A -  
A.F.F.S.  
Airport Operations Servicpersons - B - A.F.F.S.**

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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 (8 ½) 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:20(b)      Technician III and Airport Operations Service Persons**

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 (8 ½) 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 (8 ½) hours with a one-half (½) hour paid lunch.

**B:20(c)**      Overtime shall be distributed as equitably as possible among all qualified (e.g. Airside Vehicle Operator Permit, Restricted Area Identification card and Restricted Radio-telephone Operators Certificate) Employees. Fire related duties (i.e. late flight protection) shall not be included in overtime distribution calculation during the period of November 1st to April 30th. The Technician III, will only be included in the overtime rotation after all qualified employees have been exhausted.

The overtime distribution shall be reset May 1st and November 1st of each year.

**B:20      Letter of Commitment**

Should the Greater Sudbury Airport post an additional Airport Operations Serviceperson (AFFS)/Lead Hand, in accordance with Article 13:00, as a result of becoming a Category 5 Airport under the Transport Canada regulations it will be paid in accordance with the rate of pay outlined in Schedule A.

In the event the Greater Sudbury Airport returns to a Category 6 Airport, the Employee hired in the additional Airport Operations Serviceperson (AFFS)/Lead Hand shall be revert to an Airport Operations Serviceperson A (AFFS). It is understood that the reversion to Airport Operations Serviceperson A (AFFS) is not defined as a layoff and Article 11:01(4) and Article 11:06(1) shall not apply.

**"B:21" SHIFT SCHEDULE - FLEET SECTION**

**1160 LORNE STREET FACILITY**

The hours of work for the Employees 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

Employees of the Fleet Section will work the above shifts on a Monday to Friday Schedule.

Two (2) Technicians shall be assigned to a Steady Day Shift Schedule. Hours of work will be 6:00 a.m. to 2:30 p.m. They will work these shifts on a Sunday – Thursday Schedule.

On a rotating schedule of approximately once in every fifteen (15) weeks, two (2) Employees (one (1) must be a Technician) will work a Tuesday – Saturday Schedule. The hours of work will be 8:00 a.m. to 4:00 p.m.

From the first (1st) Monday of November until the last Friday in April a night shift, 12:00 midnight to 8:00 a.m. may be implemented. Two (2) Employees (one (1) must be a Technician) shall participate in the Schedule. Employees will be scheduled to the night shift approximately once in every fifteen (15) weeks. The shifts will be scheduled Monday – Friday.

One (1) of the three (3) Equipment Parts Expeditors is on day shift from 8:00 a.m. to 4:30 p.m.

**"B:22" SHIFT SCHEDULE - SERVICEPERSON**

	<b>S</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>
<b>Employee 1</b>	X	X	E	E	E	E	E
<b>Employee 2</b>	X	X	E	E	E	E	E
<b>Employee 3</b>	X	X	N	N	N	N	N

Note: Weekly rotation between three (3) Permanent Full Time Employees

E = 6:00 P.M. to 2:00 A.M.  
 N = 10:00 P.M. to 6:00 A.M.

	<b>SATURDAY</b>	<b>SUNDAY</b>
<b>Regular Part Time 1</b>	E	N
<b>Regular Part Time 2</b>	EI	N

Note: E = 7:00 P.M. to 3:00 A.M.  
 N = 10:00 P.M. to 6:00 A.M.  
 EI = 2:00 P.M. to 10:00 P.M.

Note: Two (2) Regular Part Time Employees rotate through the schedule on a weekly basis working approximately thirty-two (32) hours Saturday/Sunday.

Casual Seasonal Part Time Employees, if required, will work variable hours as required.

Note: One (1) Night Leader works Monday to Friday 7:00 P.M. to 3:00 A.M.

**"B:23" SHIFT SCHEDULE – DISTRIBUTION AND COLLECTION**

The hours of work for Operator A Lead Hand, Operator B and Relief Operator in the Distribution and Collection Section will consist of a forty (40) hour work week with Employees working days and afternoon shifts:

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

Afternoon Shift: 3:00 p.m. to 11:00 p.m.

The shift schedule for the Distribution and Collection section will not contain scheduled night shifts and will not result in any shift position working more than one week of afternoon shift per rotation. The Parties agree that if additional employees are placed on this schedule and new shift positions are created an additional afternoon shift could be added.

<b>Crew*</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
					<b>AFTERNOONS</b>			
<b>SAT</b>	R	R	R	R	R	R	R	R
<b>SUN</b>	R	R	R	R	R	R	R	R
<b>MON</b>	D	D	D	D	A	D	D	D
<b>TUES</b>	D	D	D	D	A	D	D	D
<b>WED</b>	D	D	D	D	A	D	D	D
<b>THUR</b>	D	D	D	D	A	D	D	D
<b>FRI</b>	D	D	D	D	A	D	D	D

\*Normal Crew consists of 3 staff: 1 Operator A Lead Hand, 1 Operator B, & 1 Relief Operator

D - denotes Summer: 7:30 a.m. - 3:30 p.m.; Winter 8:00 a.m. - 4:00 p.m.

A - denotes Summer: 2:30 p.m. - 10:30 p.m.; Winter 3:00 p.m. - 11:00 p.m.

Note: The Parties agree that Distribution and Collection Employees will not work night shifts and no shift position will work more than one afternoon shift per rotation.

**"B:24" SHIFT SCHEDULE – LIFT STATIONS**

The hours of work for Pump Station Attendant, Operator A (Wastewater), Operator B (Wastewater), Plant Serviceperson and Maintenance Operator (Diesel) in the Lift Stations in the Wastewater Treatment Section will consist of a forty (40) hour work week with Employees working days and afternoon shifts:

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

Afternoon Shift: 3:00 p.m. to 11:00 p.m.

The shift schedule for the Lift Stations will not contain scheduled night shifts and will not result in any shift position working more than one week of afternoon shift per rotation. The Parties agree that if additional employees are placed on this schedule and new shift positions are created an additional afternoon shift could be added.

**Wastewater Collection Operator Shift Schedule**

	Pump Station Attendant	Operator A WW	Operator B WW	Plants Serviceperson Helper	Maintenance Operator (Diesel)
	1	2	3	4	5
			AFTERNOONS		
SAT	R	D 0800-2000	R	R	R
SUN	R	D 0800-2000	R	R	R
MON	D	D	A	D	D
TUES	D	D	A	D	D
WED	D	R	A	D	D
THUR	D	R	A	D	D
FRI	D	R	A	D	D

Note: The Parties agree that Wastewater Collection Operators will not work night shift and no shift position will work more than one afternoon shift per rotation.



**"B:25" SHIFT SCHEDULE – MAINTENANCE OPERATOR (MECHANICAL)**

The hours of work for Maintenance Operators (Mechanical), Plants Servicepersons and Millwrights in the Water/Wastewater Division will consist of a forty (40) hour work week with the Employees working days and afternoon shifts:

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

Afternoon Shift: 3:00 p.m. to 11:00 p.m.

The shift schedule for the Water/Wastewater Division will not contain scheduled night shifts and will not result in any shift position working more than one week of afternoon shift per rotation. The Parties agree that if additional employees are placed on this schedule and new shift positions are created an additional afternoon shift could be added.

**W/WW Maintenance Operator (Mech) / Plants Serviceperson / Millright Shift Schedule**

	1	2	3	4	5	6	7
			AFTERNOONS				
SAT	R	D 0800-2000	R	R	R	R	R
SUN	R	D 0800-2000	R	R	R	R	R
MON	D	D	A	D	D	D	D
TUES	D	D	A	D	D	D	D
WED	D	R	A	D	D	D	D
THUR	D	R	A	D	D	D	D
FRI	D	R	A	D	D	D	D

D - denotes 0730 - 1530 (7:30 a.m. - 3:30 p.m.)

A - denotes 1530 - 2330 (3:30 p.m. - 11:30 p.m.)

Note: The Parties agree that Electricians, Maintenance Operators (Mechanical), Plants Servicepersons and Millwrights will not work night shift and no shift position will work more than one afternoon shift per rotation.

**"B:26" SHIFT SCHEDULE – MAINTENANCE OPERATOR  
(ELECTRICIAN/INSTRUMENT TECHNICIAN)**

The hours of work for Maintenance Operators (Electrical/instrumentation), Instrumentation Technicians and Electricians Water/Wastewater Division will consist of a forty (40) hour work week with the Employees working days and afternoon shifts:

Day Shift: 8:00 a.m. to 4:00 p.m.  
 Afternoon Shift: 3:00 p.m. to 11:00 p.m.

The shift schedule for the Water/Wastewater Division section will not contain scheduled night shifts and will not result in any shift position working more than one week of afternoon shift per rotation. The Parties agree that if additional employees are placed on this schedule and new shift positions are created an additional afternoon shift could be added.

**W/WW Maintenance Operator (E/I) / Electrician Shift Schedule**

	1	2	3	4
			AFTERNOONS	
SAT	R	D 0800-2000	R	R
SUN	R	D 0800-2000	R	R
MON	D	D	A	D
TUES	D	D	A	D
WED	D	R	A	D
THUR	D	R	A	D
FRI	D	R	A	D

Note: The Parties agree that Electricians, Maintenance Operators (Electrician/Instrument Technician) and Instrument Technicians will not work night shift and no shift position will work more than one afternoon shift per rotation.

**"B:27" SHIFT SCHEDULE – VACTOR CREWS**

The hours of work for Flusher/Vacuum Operator and Relief Operator in the Distribution and Collection Division and the Flusher/Vacuum Operator and Roads Utilityperson on the Vactor Crew in the Roads and Transportation Section will consist of a forty (40) hour work week with Employees working days and afternoon shifts:

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

Afternoon Shift: 3:00 p.m. to 11:00 p.m.

The shift schedule for the Vactor Crews will not contain scheduled night shifts and will not result in any shift position working more than one week of afternoon shift per rotation. The Employer will staff one afternoon shift position with a Contractor Vactor Crew and work with the Union to build a positive business case to have this work performed by CGS Employees. The Parties agree that if additional employees are placed on this schedule and new shift positions are created an additional afternoon shift could be added.

Crew*	1	2	3	4
			AFTERNOONS	
SAT	R	R	R	R
SUN	R	R	R	R
MON	D	D	A	D
TUES	D	D	A	D
WED	D	D	A	D
THUR	D	D	A	D
FRI	D	D	A	D

D - denotes Summer: 7:30 a.m. - 3:30 p.m.; Winter 8:00 a.m. - 4:00 p.m.

A - denotes Summer: 3:30 p.m. - 11:30 p.m.; Winter 4:00 p.m. - 12:00 a.m.

\* Normal Vactor Crew consists of Flusher / Vacuum Truck Operator and Relief Operator or Flusher/Vacuum Operator and Utilityperson (Roads).

Note: The Parties agree that Vactor Crews will not work night shift and no shift position will work more than one afternoon shift per rotation.

**"B:28" SHIFT SCHEDULE – CUSTODIAN**

Employee	SATURDAY			SUNDAY			MONDAY			TUESDAY			WEDNESDAY			THURSDAY			FRIDAY			Total Hours
	HRS			HRS			HRS			HRS			HRS			HRS			HRS			
<b>FT Custodian 1</b>	<b>6:00-14:30</b>	<b>1</b>	<b>8.0</b>	<b>6:00-14:30</b>	<b>1</b>	<b>8.0</b>							<b>14:00-22:30</b>	<b>2</b>	<b>8.0</b>	<b>14:00-22:30</b>	<b>2</b>	<b>8.0</b>	<b>14:00-22:30</b>	<b>2</b>	<b>8.0</b>	<b>40.0</b>
<b>FT Custodian 2</b>							<b>6:00-14:30</b>	<b>1</b>	<b>8.0</b>	<b>6:00-14:30</b>	<b>1</b>	<b>8.0</b>	<b>6:00-14:30</b>	<b>1</b>	<b>8.0</b>	<b>6:00-14:30</b>	<b>1</b>	<b>8.0</b>	<b>6:00-14:30</b>	<b>1</b>	<b>8.0</b>	<b>40.0</b>
<b>FT Custodian 3</b>							<b>22:00-6:30</b>	<b>3</b>	<b>8.0</b>	<b>22:00-6:30</b>	<b>3</b>	<b>8.0</b>	<b>22:00-6:30</b>	<b>3</b>	<b>8.0</b>	<b>22:00-6:30</b>	<b>3</b>	<b>8.0</b>	<b>22:00-6:30</b>	<b>3</b>	<b>8.0</b>	<b>40.0</b>
<b>PT Custodian 1</b>	<b>14:00-22:30</b>	<b>2</b>	<b>8.0</b>	<b>14:00-22:30</b>	<b>2</b>	<b>8.0</b>	<b>10:00-18:30</b>	<b>4</b>	<b>8.0</b>													<b>24.0</b>
<b>PT Custodian 2</b>	<b>22:00-6:30</b>	<b>3</b>	<b>8.0</b>	<b>22:00-6:30</b>	<b>3</b>	<b>8.0</b>													<b>10:00-18:30</b>	<b>4</b>	<b>8.0</b>	<b>24.0</b>
<b>PT Custodian 3</b>	<b>9:00-15:30</b>	<b>5</b>	<b>6.0</b>	<b>9:00-15:30</b>	<b>5</b>	<b>6.0</b>	<b>9:00-15:30</b>	<b>5</b>	<b>6.0</b>										<b>10:00-16:30</b>	<b>6</b>	<b>6.0</b>	<b>24.0</b>
<b>PT Custodian 4</b>							<b>14:00-22:30</b>	<b>2</b>	<b>8.0</b>	<b>14:00-22:30</b>	<b>2</b>	<b>8.0</b>				<b>10:00-18:30</b>	<b>4</b>	<b>8.0</b>				<b>24.0</b>
<b>PT Custodian 5</b>									<b>10:00-18:30</b>	<b>4</b>	<b>8.0</b>	<b>10:00-18:30</b>	<b>4</b>	<b>8.0</b>	<b>10:00-16:30</b>	<b>6</b>	<b>6.0</b>					<b>22.0</b>
<b>PT Custodian 6</b>							<b>10:00-16:30</b>	<b>6</b>	<b>6.0</b>	<b>9:00-15:30</b>	<b>5</b>	<b>6.0</b>	<b>9:00-15:30</b>	<b>5</b>	<b>6.0</b>	<b>9:00-15:30</b>	<b>5</b>	<b>6.0</b>				<b>24.0</b>
<b>PT Custodian 7</b>							<b>12:00 - 18:30</b>	<b>7</b>	<b>6.0</b>				<b>10:00-16:30</b>	<b>6</b>	<b>6.0</b>	<b>12:00 - 18:30</b>	<b>7</b>	<b>6.0</b>	<b>9:00-15:30</b>	<b>5</b>	<b>6.0</b>	<b>24.0</b>

**PLEASE NOTE:** Full Time and Part Time Custodians will rotate through their respective schedules.

When the Employer implements a twelve (12) hour shift schedule the following shall apply:

- The schedule will consist of thirty-six (36) hour and forty-eight (48) hour work weeks averaging to forty-two (42) hours and includes one (1) paid meal break as follows:

- The first meal break for the following shifts will be paid:

- Days – 6:00 a.m. to 6:30 p.m.
- Mid shift – 8:00 a.m. to 8:30 p.m.
- Afternoon – 10:00 a.m. to 10:30 p.m.

- The second meal break for the following shift will be paid:

- Night – 6:00 p.m. to 6:30 a.m.

**Note:** The unpaid meal break must be taken before 10:00 p.m. in order to ensure building coverage and security with cross shift on afternoons.

- Article 19:00 shall not apply to the regularly scheduled hours of work where an Employee is scheduled forty-eight (48) hours. Any hours over twelve (12) hours in a day or above the regularly scheduled forty-eight (48) hours shall be subject to Article 19:00.

By mutual agreement, Employees may be reverted to the eight (8) hour shift schedule and all terms and conditions of Schedule B Regular Shift Employees shall apply.

## **"SCHEDULE "B"**

### **LETTERS 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 Airport Employees**

The Parties agree that the training of Employees with regard to vehicle operations shall be the responsibility of the Technician 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:3 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 16:01 of the Collective Bargaining Agreement receive time and one-half (1 ½) for all hours worked in addition to a day's pay, as outlined in Article 16:04(1). 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 16:03 does not operate for Regular Shift Employees within the Plants Section. Rather, they receive the Specified Paid Holidays as listed in Article 16:01 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 16:03. Premium pay (per Article 16:04(1)) will apply to those Employees called upon to work on the lieu day outlined in Article 16:03 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 16:01) shall receive regular rates of pay for that day.
- (5) Article 16:04(1) and Article 16:04(2) will apply to the lieu day as outlined in Article 16:03, not the actual specified holiday outlined in Article 16:01.

#### **LCB:4 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.

## 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 8:11 - 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 – Seniority**

Seniority for Part Time Employees shall accrue for absences due to Pregnancy and/or Parental Leave, Bereavement Leave or an absence due to a disability resulting in WSIB benefits, or illness and injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the Employee's normal weekly seniority hours accrued over the proceeding qualifying twenty-six (26) weeks. A qualifying week is a week where the Employee is not absent due to vacation, Pregnancy/Parental Leave, WSIB or illness or injury that exceeds thirty (30) consecutive calendar days.

Such seniority hours will be added and counted towards seniority upon the Employee's return to work, or immediately prior to the publication of the April or October seniority lists, whichever is earlier.

**C:03      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:04      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 twenty-four (24) hours, 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:05      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(2)      ARTICLE 13:02(6) Limited Position**

Shall apply to Part Time Employees save that a Part Time Employee who is the successful applicant to a Limited Full Time Job Posting will work forty (40) hours per week for the term of the Limited Posting.

**C:06**      **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:07**      **ARTICLE 15 - Pregnancy and Parental 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:08**      **ARTICLE 16 - 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*. Summer Student Employees as defined in Article 35:07 shall be considered Casual/Seasonal Employees.

**C:09**      **ARTICLE 17 - 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 equivalent to their vacation pay (i.e. two (2) weeks), however their rights to scheduling vacation shall be subordinate to the rights of Full Time Employees, regardless of their level of seniority related to Full Time Employees. Should a Part Time Employee transfer to Full Time, they will in the year following, be entitled to the vacation that their seniority dictates as a Full Time Employee less their accrued vacation pay received to that date.

**C:10**      **ARTICLE 18 - 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:11**      **ARTICLE 19:01 TO ARTICLE 19:06 - 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 19:08(2) are reached.

- (e) Article 19:09 and Article 19:10 (Meal Allowance) shall apply to Part Time Employees.
- (f) Notwithstanding Article C:10(a), when any Part time Employee is called into work to replace a Regular Shift Employee for hours shown on the schedule, the Part Time Employee will assume the shift at straight time plus the applicable shift premium.

**C:12      ARTICLE 20 - Shift Differential**

Shall apply, but only to Regular Part Time Employees.

**C:13      ARTICLE 21 - Standby**

Shall not apply to Part Time Employees.

**C:14      ARTICLE 23:00 and ARTICLE 24:01 - 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. It is understood that there shall be no reduction in payment in lieu if a Regular Part Time Employee elects to participate in OMERS.

**C:15      ARTICLE 24:02 - 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:16      ARTICLE 29:06(1) - Safety Footwear**

Effective **June 1st, 2013**, the Safety Footwear Subsidy for all Regular, Seasonal and Casual Part Time Employees **after completion of their Trial or Probationary Period**, as determined by the *Occupational Health and Safety Act*, as amended and Regulations for Construction Projects, will be in the amount of **ONE HUNDRED AND SIXTY-FOUR DOLLARS AND ONE CENT (\$164.01)** every three (3) years and will be paid as a "non-taxable allowance" on the 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.

**C:17      ARTICLE 35 - Definitions**

The definitions in Article 35:01 (Permanent Employee), Article 35:02 (Probationary Full Time Employee) and Article 35:03(c) (Temporary Employee), shall not apply to Part Time Employees. Rather, definitions in Article 35:03(a) and Article 35:03(b) shall apply.

**C:18      ARTICLE 35:06(2), ARTICLE 35:06(3) and ARTICLE 35:06(4) - Change of Reporting Depot**

Shall not apply to Part Time Employees.

**SCHEDULE D:**

**WASTE COLLECTION TASK CREW SYSTEM**

The Union and the Employer understand and agree that Employees in the job classifications of Waste Collection Truck Driver and Waste Collector will continue to operate on a task crew system subject to the following provisions:

**PART (A) Co-Collection:**

**A:1** The Employer will operate five (5) dual stream thirty (30) cubic yard packers. Each packer will be staffed with one (1) Waste Truck Driver (formerly Garbage Truck Driver) and one (1) Waste Collector (formerly Garbage Collector) or two (2) Waste Collection Operators. There will be a total of five (5) two (2) person crews. For the life of the 2016-2019 Agreement, it is understood that the Employer may add additional routes to the above-noted crews outside the former City of Sudbury boundaries not to exceed an additional ten percent (10%) of thirty thousand (30,000) households.

**SCHEDULE D – A:2**

	<b>2016 Dates</b>		<b>2017 Dates</b>	
<b>Holiday</b>	<b>Holiday Date</b>	<b>Alternate Collection Day</b>	<b>Holiday Date</b>	<b>Alternate Collection Day</b>
New Year's Day	Friday, January 01, 2016	Saturday, January 02, 2016	Sunday, January 01, 2017	no impact
Family Day	Monday, February 15, 2016	no impact	Monday, February 20, 2017	no impact
Good Friday	Friday, March 25, 2016	Saturday, March 26, 2016	Friday, April 14, 2017	Saturday, April 15, 2017
Easter Monday	Monday, March 28, 2016	no impact	Monday, April 17, 2017	no impact
Victoria Day	Monday, May 23, 2016	no impact	Monday, May 22, 2017	no impact
Canada Day	Friday, July 01, 2016	Friday, July 01, 2016	Saturday, July 01, 2017	no impact
Civic Day	Monday, August 1, 2016	no impact	Monday, August 7, 2017	no impact
Labour Day	Monday, September 05, 2016	no impact	Monday, September 04, 2017	no impact
Thanksgiving Day	Monday, October 10, 2016	no impact	Monday, October 9, 2017	no impact
Remembrance Day	Friday, November 11, 2016	Saturday, November 12, 2016	Saturday, November 11, 2017	no impact
Christmas Day	Sunday, December 25, 2016	no impact	Monday, December 25, 2017	no impact
Boxing Day	Monday, December 26, 2016	no impact	Tuesday, December 26, 2017	Tuesday, December 26, 2017
	<b>2018 Dates</b>		<b>2019 Dates</b>	
<b>Holiday</b>	<b>Holiday Date</b>	<b>Alternate Collection Day</b>	<b>Holiday Date</b>	<b>Alternate Collection Day</b>
New Year's Day	Monday, January 01, 2018	no impact	Tuesday, January 01, 2019	Saturday, January 5, 2019
Family Day	Monday, February 19, 2018	no impact	Monday, February 18, 2019	no impact
Good Friday	Friday, March 30, 2018	Saturday, March 31, 2018	Friday, April 19, 2019	Saturday, April 20, 2019
Easter Monday	Monday, April 02, 2018	no impact	Monday, April 22, 2019	no impact
Victoria Day	Monday, May 21, 2018	no impact	Monday, May 20, 2019	no impact
Canada Day	Sunday, July 01, 2018	no impact	Monday, July 01, 2019	no impact
Civic Day	Monday, August 6, 2018	no impact	Monday, August 05, 2019	no impact
Labour Day	Monday, September 03, 2018	no impact	Monday, September 02, 2019	no impact
Thanksgiving Day	Monday, October 8, 2018	no impact	Monday, October 14, 2017	no impact
Remembrance Day	Sunday, November 11, 2018	no impact	Monday, November 11, 2019	no impact
Christmas Day	Tuesday, December 25, 2018	Saturday, December 29, 2018	Wednesday, December 25, 2019	Saturday, December 28, 2019
Boxing Day	Wednesday, December 26, 2018	Wednesday, December 26, 2018	Thursday, December 26, 2019	Thursday, December 26, 2019

Holiday	2020 Dates		2021 Dates	
	Holiday Date	Alternate Collection Day	Holiday Date	Alternate Collection Day
New Year's Day	Wednesday, January 01, 2020	Saturday, January 04, 2020	Friday, January 01, 2021	Saturday, January 02, 2021
Family Day	Monday, February 17, 2020	no impact	Monday, February 15, 2021	TBD
Good Friday	Friday, April 10, 2020	Saturday, April 11, 2020	Friday, April 02, 2021	TBD
Easter Monday	Monday, April 13, 2020	no impact	Monday, April 05, 2021	TBD
Victoria Day	Monday, May 18, 2020	no impact	Monday, May 24, 2021	TBD
Canada Day	Wednesday, July 01, 2020	Saturday, July 04, 2020	Thursday, July 01, 2021	TBD
Civic Day	Monday, August 03, 2020	no impact	Monday, August 2, 2021	TBD
Labour Day	Monday, September 07, 2020	no impact	Monday, September 06, 2021	TBD
Thanksgiving Day	Monday, October 12, 2020	no impact	Monday, October 11, 2021	TBD
Remembrance Day	Wednesday, November 11, 2020	Saturday, November 14, 2020	Thursday, November 11, 2021	TBD
Christmas Day	Friday, December 25, 2020	Saturday, December 26, 2020	Saturday, December 25, 2021	TBD
Boxing Day	Saturday, December 26, 2020	no impact	Sunday, December 26, 2021	TBD

**A:3 Garbage To Be Co-Collected Year Round:**

A maximum of three (3) garbage bags (and/or containers and/or bundles) for each approved residential unit and Biz Bag Garbage Collection Program will be collected, plus any tagged garbage bags or other approved program garbage bags as directed by the Employer. An unlimited amount of bulky items, (excluding white goods and any other item approved for recycling) and unlimited leaf and yard trimmings and natural Christmas trees will also be collected. The Employees on the crew will assist in loading bulky or large items into the packer. It is understood that the garbage bag limits may change subject to the Employer established service levels.

**PART (B) Weight Limits**

**B:1 Winter Weight Limits – December 1st To The End Of February**

Winter Weight Limits – December 1st To The End Of February								
		Total Daily Tonnage						
	Daily Crew Limit	1 Crew	2 Crews	3 Crews	4 Crews	5 Crews	6 Crews	7 Crews
Two Person Crew	17.24 tonnes	17.24 tonnes	34.48 tonnes	51.72 tonnes	68.96 tonnes	86.20 tonnes	103.44 tonnes	120.68 tonnes
Three Person Crew	26.00 tonnes	26.00 tonnes	52.00 tonnes	78.00 tonnes	104.00 tonnes	130.00 tonnes	156.00 tonnes	182.00 tonnes

**B:2 Summer Weight Limits – March 1st and November 30th**

Summer Weight Limits – March 1st and November 30th								
		Total Daily Tonnage						
	Daily Crew Limit	1 Crew	2 Crews	3 Crews	4 Crews	5 Crews	6 Crews	7 Crews
Two Person Crew	19.96 tonnes	19.96 tonnes	39.92 tonnes	59.88 tonnes	79.84 tonnes	99.80 tonnes	119.76 tonnes	139.72 tonnes
Three Person Crew	30.00 tonnes	30.00 tonnes	60.00 tonnes	90.00 tonnes	120.00 tonnes	150.00 tonnes	180.00 tonnes	210.00 tonnes

**B:3** If the total daily tonnage increases above the limits established above, then the Employer will either add one (1) two (2) person crew (for a total of six (6) two (2) person crews) or add one (1) additional Waste Collector per crew (for a total of five (5) three (3) person crews) as determined by the Employer. The added crew or collectors will be removed once the total daily tonnage falls below the agreed weight limits.

**PART (C) Hours of Work**

**C:1** A work week will be Tuesday, Wednesday, Thursday and Friday with Crews working a Task System. The starting time for crews shall be 7:00 a.m. All waste streams shall be collected on the same day at the same time. Each route must be completed each day. The Employer may elect to implement a start time to begin no later than 8:00 a.m. Should the Employer modify the shift schedule as described above, affected Employee(s) will be provided with one (1) months notice. Should affected Employee(s) not received the notice for a change in schedule or start time, the Employee(s) shall be paid time and one half (1 ½ x)

for those hours worked which infringe upon the one (1) month notice period.

**C:2** All Waste Truck Drivers will be paid forty-eight (48) hours straight time and all Waste Collectors will be paid forty-four (44) hours straight time under a Task Crew System. All Waste Collection Operators will be paid forty-eight (48) hours straight time under a Task Crew System. The Employer will only pay overtime under the following Employer failure conditions:

**C:2(1)** Mechanical Breakdown – When there is a mechanical failure on the part of the Employer, and the Waste Truck Drivers and the Waste Collectors are required to work in excess of ten (10) hours, overtime will be provided.

**C:2(2) Crew Sizes – For a Three (3) Person Crew System**

The Union agrees and understands that each Waste Collection Task Crew is still to go out and complete its daily task of Waste 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 to 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.

**C:2(3) Crew Sizes – For a Two (2) Person Crew System**

The Union agrees and understands that each Waste Collection Task Crew is still to go out and complete its daily task of Waste Collection even if at the commencement time for its shift there are less than two (2) Employees available for its crew. The Employer will attempt to get the number of Employees necessary to complete the two (2) Employee Task Crew out to the Task Crew concerned by approximately 8:30 a.m. Failure on the part of the Employer to complete the two (2) Employee Task Crew by approximately 8:30 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.

**C:2(4)** Waste Truck Drivers will receive overtime for half an hour (½) per week for the purpose of greasing/cleaning the trucks. Where two (2) Waste Collection Operators are assigned to a packer, the half hour (½) per week will be paid on alternating weeks to each Operator.

**PART (D) Short Term Relief/Daily Promotion**

**D:1** Subject to the provisions of Article 22 of the Collective Bargaining Agreement, short term relief or daily promotion work will first be detailed to qualified Employees within the Environmental Services Collection Task Crew, then to other qualified Employees within the Environmental Services Division, then to other qualified Employees outside the Environmental Services Division.

**PART (E) Joint Committee Review**

**E:1** 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. Furthermore, evolving waste diversion strategies or waste collection methods may necessitate joint review.

**E:2** When Adjustments in the collection crews are implemented, the Employer agrees there shall be no loss of employment of Permanent Employees as a direct result of such adjustments, however, should there be a reduction in the numbers of Employees within a classification, the affected Employees will be

given the right to exercise their bumping rights per Article 11 of the Collective Bargaining Agreement.

**PART (F) Waste Serviceperson: In support of the Waste Collection Task Crew System**

- F:1** The position of Waste Serviceperson in the Environmental Services Division will be posted and the Initial Reporting Depot will be identified to be Frobisher Depot. When the Employer posts the classification of Waste Serviceperson, the Job Posting will identify if the position will work outside of the Task Crew (i.e. trash trooper or litter collection unit).
- F:1(1)** The Hours of work will be ten (10) hours per day to begin no later than 8:00 a.m., with a one half (1/2) hour paid lunch period, Tuesday through Friday inclusive or eight (8) hours per day to begin no later than 8:00 a.m. with one half (½) hour paid lunch period, Monday through Friday inclusive. The Job Posting notice shall indicate if the hours of work are part of the Task Crew System. The incumbent in the position will be paid at straight time forty (40) hours per week.
- F:1(2)** The Waste Serviceperson shall be compensated at the applicable overtime rate per Article 19 of the Collective Bargaining Agreement for all work performed outside normal working hours as set out in F:1(1) above.
- F:2(1)** Short term relief or daily promotions within the Environmental Services Division resulting from temporary vacancies as defined under Article 13:01(2), will be filled by the Employer in compliance with the provisions of D:1.
- F:2(2)** When the Waste Serviceperson is assigned to short term relief work or longer in the classification of Waste Truck Driver, Waste Collection Operator or Waste Collector, the Employee so assigned will form part of the Waste Collection Task Crew for the relief period and will be subject to the hours of work, compensation and overtime provisions identified under PART C and PART D.
- F:2(3)** Waste Collection Operators (and grandparented Waste Collectors) shall receive an additional Boot Allowance in the amount of **ONE HUNDRED (\$100.00) DOLLARS** on October 1st of each year.

**“SCHEDULE “D”**

**LETTER OF COMMITMENT**

DLC:01      The Parties agree to meet following 2016 negotiations to discuss the implementation of a trial to conduct waste collection in areas currently serviced by contractors. The focus of these meetings will be to prepare a business case for increased collection by CGS crews by contracting in work previously performed by contractors.

**Note:**      The Employer agrees that the current incumbents in the Waste Truck Driver and Waste Collector positions will not be transitioned to the new classification of Waste Collection Operator. The new classification of Waste Collection Operator will be posted as vacancies occur. The Employer will offer current Employees who do not possess a DZ license the opportunity to be trained through the City's Driver Certification Program.



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 FOR BEREAVEMENT FORM**

I, \_\_\_\_\_ . Employee Id # \_\_\_\_\_ hereby make application for Bereavement Leave Pay due to the death of \_\_\_\_\_ :

Date Deceased: \_\_\_\_\_

Relationship to me: \_\_\_\_\_

Residence of Deceased: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Location: \_\_\_\_\_

Date of Interment: \_\_\_\_\_ Location: \_\_\_\_\_

Distance travelled in Kilometres: \_\_\_\_\_ one way if requesting travel time

***I am requesting the following Bereavement Leave as provided for under my Collective Bargaining Agreement or City Policy:***

Total of \_\_\_\_\_ working days from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ days (paid) Bereavement Leave

\_\_\_\_\_ days Travel to Attend At a Service (must be requested in advance)

\_\_\_\_\_ days (Unpaid) Leave for Travel to Attend a Service

\_\_\_\_\_ days (Sick Leave Credit for third day – maximum of one day)

Employee Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED  NOT APPROVED

REASON FOR NON APPROVAL \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
SMT Member, Division, or Section Head

Date Signed: \_\_\_\_\_

**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 19 - 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. All Employees may bank overtime, even where opportunities for bank time off are not foreseen (due to operational need), as banking time can also serve the possible purposes of creating a Summer vacation 'fund' and a year-end holiday 'fund' (see payout schedule, below). Bank Time may be used to top up approved WI benefits.

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 one hundred sixty (160) hours. For Employees in the Arenas and the Airport, this limit shall be two hundred (200) 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.

In all cases of cash payout, the payout will be made at the pay rate applicable when the overtime was banked. If time was banked at multiple rates, it will automatically be paid out from the highest rate banked, progressing to the lowest.

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 FIFTY (\$250.00) 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      Workplace Safety Insurance Board (W.S.I.B.) 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 Co-Ordinator of Compensation, Benefits, and Rehabilitation, 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      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:06      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.

Notwithstanding any provision in the Agreement to the contrary, when an Employee is required to travel outside of normal working hours for purposes of attending training programs outside CGS's geographic boundaries, the Employee shall be compensated at straight time for travel time. The Employee will have the option of pay or banking of the travel time, to be taken at a time mutually agreed upon between the Employee and his/her supervisor. Failing mutual agreement, the bank time will be paid out three (3) months after it was accrued.

**LC:07      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 calender 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:08      Retroactivity of 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. 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 and Organizational Development Department.

**LC:09      Grand Parenting Group RRSP Participants and CSB's**

The Parties agree to grandparent participation in payroll deduction Group RRSP's to those Employees who participated on the date of ratification of the 2002 - 2005 Collective Bargaining Agreement 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 that all Employees may participate in payroll deduction at the local Credit Unions. Employees participating may change the level of payroll deduction once one time (1x) per year.

**LC:10      Modified Work Program and Accommodation**

The Parties agree that whenever the Rehabilitation and Claims Specialist of the Human Resources and Organizational Development Department of the Employer is required to consider the accommodation of an Employee, it will give the Union the opportunity to participate in the accommodation process.

The Employer will pay the cost of all medical certification required by the Employer, the WSIB or the Insurance Carrier, in connection with the Employer's Modified Work Program.

**LC:11      Government Grant Programs**

**LC:11(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:11(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:12      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 and Organizational Development Department, 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:13      Mediation**

The Parties agree that once either Party has referred a grievance to arbitration, a final meeting may be scheduled between the Parties with mutual agreement. The purpose of the meeting will be to determine if a mutually agreeable settlement of the issue can be achieved with the assistance of a Mediator agreed upon by the Parties.

Attendees will include the Co-Ordinators of Human Resources, a Representative of the National Union, and up to three (3) Employer and Union Executive/Grievance Committee members. The Grievors may attend at the discretion of the Union. There will be no loss of straight time earnings for the three (3) Union Representatives and the Grievor attending the meeting.

**LC:14      Grade 12 Grand Parenting**

The Employer wishes to increase the educational qualifications contained in all existing Operating Division classifications/Job Descriptions to require (as a minimum) a Grade 12 Education, without requiring any accompanying increase in wages as a direct result, or face a future challenge as to whether the qualification of Grade 12 is bona fide. To properly address the rights of all Employees on payroll on date of ratification of the 2005 Agreement who may not have their Grade 12 diploma, it is agreed that they will be grand parented on all affected classifications for all purposes of the Collective Bargaining Agreement (i.e. in assessing their ability to do the work, the previous educational qualification will apply - unless an external regulating body [e.g. MOE], will not allow it).

**LC:15      Contracting in Process**

The Parties are committed to creating the conditions for reducing the amount of operating work in the scope of positions in the bargaining unit currently performed by outside contractors. It is agreed that there are circumstances where work is currently being performed by contractors that could be performed more effectively and at a lower cost by CGS Employees.

The Parties will meet to evaluate priority operating projects currently being performed by contractors which could result in increased efficiency and decreased cost to the Employer. The Employer will notify the Union of the expiry of these priority contracts no later than two (2) months prior to their expiry. The Parties will meet to evaluate the potential for CGS Employees to perform the work of these priority contracts and set targets for the amounts of work that could be contracted in.

It is agreed that a current priority is to address operational requirements for Flusher/Vacuum operations and hydro-excavation. During the course of 2013 negotiations, the Parties agreed to new shift arrangements for Flusher/Vacuum operations that were aimed at increasing utilization of the Employer's existing assets. The Parties commit themselves to explore a positive business case which may displace outside contractors currently providing this service to CGS.

The Parties have added an afternoon shift for Vactor Crew schedules in order to allow for increased Vactor utilization. During negotiations, the Union raised concerns with the relatively few Vactor Crews (i.e. three at the time of ratification) at CGS. In order to address that concern "Schedule B:28 – Vactor Crew Shift Schedule" specifies that no shift position will work more than one afternoon shift in any four week rotation. To achieve this, the Employer may staff one of the afternoon shift positions with a contractor and will then work with the Union to build a positive business case to have this work performed by Employees. The Parties agree that if additional Employees are placed on this schedule through the Job Posting procedure and new shift positions are created, an additional afternoon shift could be added. The Parties will review the shift schedule at a Labour

Management Committee meeting in 2014. This review will include challenges being experienced in scheduling of Employees and Contractors and the utilization for Vector equipment.

**LC:16      Apprenticeship Programs**

The Parties support apprenticeship as an effective form of training which addresses the needs of Employers, by helping build a skilled labour force, and workers, who learn necessary skills. In the event that the Parties agree there is a need to develop an Apprenticeship Program, the Parties agree to meet and develop a program which may include the following components:

- Pay and / or reimbursement for tuition, certification and / or affiliation
- Job Posting provisions
- Special arrangements with the relevant College and / or educational institution
- Other sources of funding for the apprentice(s) and / or program(s) including but not limited to the Provincial and Federal Government.

**LC:17      Medical Evaluation for Temporary Employees**

Temporary Employees will complete a medical evaluation only once every two (2) years unless a third term of work falls within the two (2) year period, in which case Temporary Employees will complete another medical evaluation for the third term.

**LC:18      Longer Term Work Assignments for Casual Part Time Employees**

The Parties agree that, when there are opportunities for a Casual Part Time Employee to work more than 24 hours / week (e.g. vacation relief, illness backfill, etc. in accordance with Article 13:01(2)), such longer term work assignment will be offered in the following manner:

1. The Employer shall keep a list(s) of Casual Part Time Employees assigned to a Geographic Area and Section. Such list(s) shall include the names of Casual Part Time Employees qualified to perform the work of the classification. Employees shall initially be placed on the list(s) in order of their seniority.
2. Longer term work assignment will be offered to qualified Casual Part Time Employees in the Geographic Area and Section where the work arises on a rotation basis utilizing the list(s) outlined in Paragraph #1 above.
3. Should an Employee decline the longer term work assignment, or should the Employee not be available at the time of a call, or work the longer term work assignment, the Employee's name shall be moved to the bottom of the list. The next available longer term work assignment shall be offered to the Employee whose name is at the top of the list. Should this Employee decline the longer term work assignment, or should the Employee not be available at the time of the call, or work the longer term work assignment, the Employee's name shall be moved to the bottom of the list and so on and so forth.
4. Should an Employee be missed in the rotation, he/she will be provided with the next longer term work assignment.

**LC:19      Water/Wastewater Co-op Students**

Co-op Students will be assigned to work alongside licensed Operator A, Operator B, Relief Operator or Tradesperson throughout the various Water/Wastewater Sections. Students will be required to work the same shift rotation as the Employee they are assigned to. The Employer will attempt to provide a relatively equal amount of time to

the Student in each facility.

A premium of **ONE DOLLAR AND FIVE CENTS (\$1.05)** per hour will be paid to the Employee to whom the Student is assigned, for all hours spent mentoring the Student, in addition to their regular base pay.

Employees will be expected to provide instruction and oversee/guide as students perform functions.

No Employee will be forced to accept the assignment of working with the student.

For first semester placements, Co-op Students will receive seventy (70%) percent of Operator A base rate of pay (level 1).

For second semester placements, Co-op Students will receive seventy-five (75%) percent of Operator A base rate of pay (level 1).

For third semester placements, Co-op Students will receive eighty (80%) percent of Operator A base rate of pay (level 1).

A Non Union Supervisor will complete any performance appraisal or assessment forms required by either CGS or the college.

Co-op Students shall not be utilized to replace any members of the Bargaining Unit, e.g. the Full Time Bargaining Unit complement will not be reduced as a result of employing Co-op Students. However, Co-op Students may work as part of a crew in place of a Full Time Employee who will be utilized elsewhere.

#### **LC:20      Benefits Optimization**

During 2013 Collective Bargaining Agreement negotiations, the Employer raised a concern about overall Employee health, wellness and attendance at work. The Employer is interested in creating a benefits strategy for CGS based upon the optimal mix of benefits to support the current challenges it faces with respect to increasing absenteeism and utilization of weekly indemnity and short and long term disability.

To this end, the Employer has invited the participation of one CUPE representative from each of the Inside and Outside Units to consider research into the subjects of attendance and benefits plan design and assist in generating options toward the development of a benefits strategy. The purpose of these discussions is to generate recommendations for benefits optimization for consideration by the Parties' respective principles.

These recommendations may then be considered by the Parties at subsequent rounds of Collective Bargaining Agreement negotiations.

#### **LC:21      Custodians Shift Schedule**

The Parties agree that the current shift schedule for Custodians shall be printed in Schedule B. The Parties agree to continue review of the shift schedule proposed for twelve (12) hours shifts following the date of ratification and any agreed to change shall be implemented in accordance with B:05(2).

#### **LC:22      Seniority for Seasonal Part Time Employees**

The Employer agrees to maintain seniority for Seasonal Part Time Employees whose term ended for a period of twenty-four (24) months from the Employee's last date of hire. Should the Employee not secure another Seasonal Part Time position within that time frame, it will result in a loss of seniority. Should a Seasonal Part Time



Employee secure a permanent position, the most recent hire date will be applied for the purposes of calculating vacation entitlement and years of continuous service.

**LC:23      Winter Control Committee**

The Parties agree to create a committee to look at optimizing shift work for Employees in winter control. The committee will be established within thirty (30) days of ratification of this agreement. The committee will consist of equal representatives of the Employer and the Union and shall bring any schedule changes to their respective Parties for ratification.

**LC:24      Distribution and Collection Shift**

During 2013 negotiations, the Parties negotiated a new Distribution and Collection Shift schedule. It is agreed that for the life of the 2013 Collective Bargaining Agreement there shall be no scheduled weekend shifts. It is further agreed that the Employer will canvass Employees in the classifications of Operator A, Operator B and Relief Operator by seniority to populate the eight shift positions in the schedule. This canvass will be carried out twice per year at a time convenient to Employees and the Employer to afford Employees the opportunity to change shifts for the winter and summer seasons (e.g. March and October).

**LC:25      Plant Maintenance Shifts**

During 2013 negotiations, the Parties negotiated new schedules for Employees involved in Plant Maintenance. The Employer will meet with representatives of the Union to review this shift schedule at Labour Management Committee meetings in 2014. This review will include discussion of challenges being experienced by Employees working on the new shift schedules and the operational effectiveness of the new schedules for the Employer.

**LC:26      New Transit and Fleet Garage**

During the course of 2013 negotiations, the Parties discussed the construction and finalization of a new Transit and Fleet garage located at 1160 Lorne Street. The Employer communicated that there will be a thorough evaluation of Fleet processes as the new garage is operationalized. The Parties shall form an advisory committee comprised of two members of Transit and Fleet Management and two representatives of the Local Union. The purpose of this committee will be to engage in dialogue about the transition from the various existing Fleet Depots. Both Parties understand that the current working schedules and hours of work arrangements in B:22 and B:23 will change as a result of a move to the new garage.

**LC:27      Community Assistance**

When CGS personnel are requested to assist another community in the event of an emergency, Employees will be canvassed to volunteer to assist. Employees who are not scheduled to work during the relevant period will be canvassed first by seniority. If more workers are required, employees who are scheduled to work will be canvassed by seniority and subject to operational requirements. Nothing in this LC precludes the Employer from deploying Non Union staff to assist in the emergency.

**LC:28      Contracting In Process for Distribution and Collection**

The Parties are committed to creating the conditions for reducing the amount of operating work in the scope of positions in the Bargaining Unit currently performed by outside contractors. It is agreed that there are circumstances where work is currently being performed by contractors that could be performed more effectively and at a lower cost by CGS Employees.

The Parties agree that should Council approve the hire of more Full Time Permanent Employees in the Distribution and Collection Section, the Parties will meet to discuss additional afternoon shifts as well the addition of night and weekend shifts to the existing "Schedule B:24".

## **LETTER OF UNDERSTANDING**

BETWEEN

Canadian Union of Public Employees  
and its Local 4705 OUTSIDE (Service and Maintenance) UNIT  
("the Union")

And

City of Greater Sudbury  
("the Employer")

The parties agree that overtime for in the Fleet Section will be distributed as follows:

There will be one list of employees, by classification.

The overtime list will be zeroed out January 1st of each year.

First call-out of the year will be on a seniority basis in each classification.

Following this, call-out will be offered from the lowest to the highest in overtime.

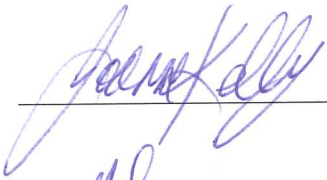
The OT list will be posted every two weeks.

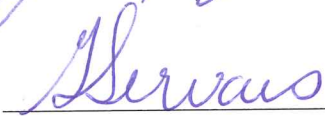
The OT list will be adjusted on a daily basis by the Supervisor on-call for the purposes of determining call out order (lowest to highest).

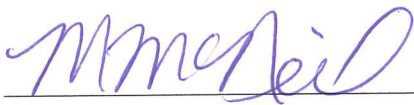
DATED at the City of Greater Sudbury, Ontario, this 5th day of May, A. D. 2017.

THE CITY OF GREATER SUDBURY

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







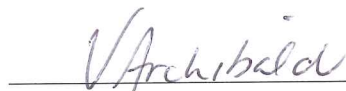


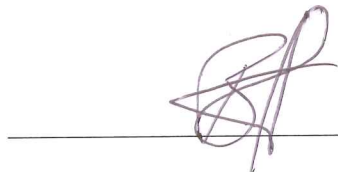


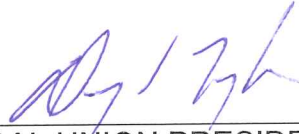












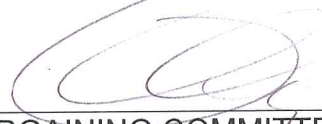
LOCAL UNION PRESIDENT



BARGAINING COMMITTEE MEMBER



BARGAINING COMMITTEE MEMBER



BARGAINING COMMITTEE MEMBER



BARGAINING COMMITTEE MEMBER



BARGAINING COMMITTEE MEMBER



CUPE NATIONAL SERVICING  
REPRESENTATIVE

**BY-LAW 2003-144A**

**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 therefore, 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 therefore, 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 (1/2) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half (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) (4/5) of his/her current daily salary, wages or remuneration for one-half (1/2) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half (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. Each of the following bylaws are hereby repealed, with all credits and gratuities earned under the repealed By-law continued:
- (a) By-law 68-68 of the former Township of Blezard;
  - (b) By-law 1009 and 72-48 of the former Town of Capreol;
  - (c) By-law 72-12 of the former Town of Copper Cliff;
  - (d) By-law 66-2 for the former Town of Dowling;
  - (e) By-laws 57-63 and 76-64 of the former Township of Hanmer;
  - (f) By-law 238 of the former Town of Levack;
  - (g) By-laws 1052 and 1104 of the former Township of McKim;
  - (h) By-law 65-11 of the former Township of Neelon and Garson;
  - (i) By-law 97-03 of the former Town of Nickel Centre;
  - (j) By-law 66-19 of the former Township of Rayside;
  - (k) By-law 99-34 of the former Town of Rayside Balfour;
  - (l) By-law 99-99A of the former Regional Municipality of Sudbury;
  - (m) By-laws 60-132, 63-30, 73-17, 74-114, 74-181, 78-57; 80-176, 81-100, 82-119, 82-120, 87-226, 88-107 of the former City of Sudbury; and
  - (n) By-law 98-07 of the former Town of Valley East.
10. This By-law shall come into force and effect retroactively as of January 1st, 2001.

**READ THREE TIMES AND PASSED IN OPEN COUNCIL** this 26th day of June, 2003.

\_\_\_\_\_ Mayor

\_\_\_\_\_ Clerk

**SCHEDULE 'A' TO BY-LAW 2003-144A**  
**OF THE CITY OF GREATER SUDBURY**

**SICK LEAVE CERTIFICATE**

(1) **EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE**

I hereby apply for sick leave absence and certify that my absence was occasioned by:

\_\_\_\_\_ sickness

\_\_\_\_\_ accident

from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

Nature of Sickness or Accident:

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

---

**DECISION ON APPLICATION**

(2) The above application

(a) is approved

(b) is not approved

(c) is approved but amended as follows:

---

Dated: \_\_\_\_\_

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

## 2016 – 2019

### COLLECTIVE BARGAINING AGREEMENT

THE CITY OF GREATER SUDBURY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL #4705 OUTSIDE (SERVICE AND MAINTENANCE) UNIT

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