



2005 - 2010

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GREATER SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 4705 INSIDE (Office, Clerical,
Technical, Leisure Programming,
Transit Operations, Library, Heritage
and Paramedical) UNIT

13/14/06

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LOCAL #4705 INSIDE (OFFICE, CLERICAL, TECHNICAL, LEISURE PROGRAMMING,
TRANSIT OPERATIONS, LIBRARY, HERITAGE AND PARAMEDICAL) UNIT

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THIS COLLECTIVE BARGAINING AGREEMENT, made and entered into this 1st day of April, 2005

BETWEEN:

THE CITY OF GREATER **SUDBURY**

Hereinafter called the "Employer"

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS **LOCAL #4705, C.L.C.**
INSIDE (OFFICE, **CLERICAL, TECHNICAL**, LEISURE PROGRAMMING,
TRANSIT OPERATIONS, LIBRARY, HERITAGE AND PARAMEDICAL) UNIT

Hereinafter called the "Union"

OF THE SECOND PART

ARTICLE 1:00 - PURPOSE

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

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

ARTICLE 2:00 - SCOPE

2:01 This Collective Bargaining Agreement shall apply to all Office, Clerical, Technical, Leisure Programming, Transit Operations, Library, Heritage and Paramedical Employees of the City of Greater Sudbury save and except the following:

Chief Administrative Officer
General Managers and their Executive Assistants
Directors
Chief Financial Officer/City Treasurer

MAYOR AND **CAO'S** OFFICE
Administrative Assistant to the Mayor
Community Relations and Policy Advisor
Councillors' Secretary
Executive Assistant to the Mayor
Receptionist/Secretary to the CAO
Receptionist/Secretary to the Mayor

ADMINISTRATIVE SERVICES DIVISION

Administrative Assistant to the Director of Legal Services/City Solicitor
Administrative Assistant to the Director of Information Technology
Administrative Assistant to the Executive Director of Administrative Services
Assistant City Solicitor
Business Analyst
City Clerk
Co-Ordinator of Court Services
Co-ordinator of Corporate Strategy and Policy Analysis
Co-ordinator of Internal Audit and Performance Measurement
Deputy City Clerk
Deputy City Solicitor
Freedom of Information & Records Co-ordinator
Internal Auditor
Manager of Business Applications
Manager Corporate Communications and French Language Services
Manager of Network and Operations Support
Property Negotiator/Appraiser
Supervisor of Elections

FINANCE DIVISION

Administrative Assistant to the Director of Finance/City Treasurer
Co-ordinator of Capital Budget and Risk Management
Co-ordinator of Current Budget
Co-ordinator of General Accounting Operations
Manager of Current Accounting Operations
Manager of Financial Planning and Policy
Manager of Supplies and Services
Senior Budget Analyst
Supervisor of Accounts Receivable
Supervisor of ERP Support
Supervisor of Payroll Accounting
Supervisor of Tax

HUMAN RESOURCES AND ORGANIZATIONAL DEVELOPMENT DIVISION

Administrative Assistant to the Director of Human Resources and Organizational Development
Compensation Officer
Co-ordinator of Benefits, Records and Payroll
Co-ordinator of Health and Safety
Co-ordinator of Human Resources
Health and Safety Assistant
Health and Safety Officer
Human Resources Analyst
Human Resources Assistant
Rehabilitation Officer

COMMUNITY DEVELOPMENT DEPARTMENT

Administrative Assistant to the Director of Citizen Services
Administrative Assistant to the Director of Children's Services
Administrative Assistant to the Director of Housing Services
Administrative Assistant to the Director of Leisure Services
Administrative Assistant to the Director of Social Services/Ontario Works
Aquatic and Recreation Centre Co-Ordinator
Co-ordinator of Events
Co-ordinator of Health Initiatives
Co-ordinator of Library Resources
Community Development Co-ordinator
Day Care Supervisor
Manager of Cemetery Services
Manager of Community Development and Social Policy
Manager of Employment Support Services
Manager of Events, Aquatics and Ski Hills

Manager of Finance and Administration
Manager of Library and Heritage Resources
Manager of North Citizen Service Centres and Neighbourhood Libraries
Manager of Parks Services
Manager of South Citizen Service Centres, Call Centre and Neighbourhood Libraries
Manager of Volunteerism and Community Development
Program Administrator (Housing Services)
Program Co-ordinator of Community Initiatives
Program Supervisor - Children's Services
Program Supervisor (Housing Services)
Secretary to the Manager of Community Development and Social Policy
Social Services Supervisor
Supervisor of Family Support/Eligibility Review
Technical Writer/Trainer

GROWTH AND DEVELOPMENT DEPARTMENT

Administrative Assistant to the Co-ordinator of Environmental Initiatives
Administrative Assistant to the Director of Airport and Development Partnerships
Administrative Assistant to the Director of Planning Services
Administrative Assistant - Economic Development
Administrative Assistant to the Chief Building Official
Airport Operations Supervisor Fire Chief
Business Centre Co-ordinator
Business Development Officer
Chief Building Official
Co-ordinator of Environmental Initiatives
Co-ordinator of Geographic Information, Surveys and Mapping
Co-ordinator of Quality Assurance Permit Customer Services
Consent Official/Secretary-Treasurer Committee of Adjustment
Driver Trainer, Transit Inspector
Economic Development Officer - Technology
Land Reclamation Foreperson
Land Reclamation Foreperson
Manager of Business Development
Manager of By-law Enforcement
Manager of Community and Strategic Planning
Manager of Development Services
Manager of Technical Services
Manager of Tourism and Cultural Industries
Secretary to the Manager of By-law Enforcement
Senior Planner - Community and Strategic Planning
Senior Planner - Development Services
Supervisor of Environmental Initiatives
Supervisor of Transit Operations
Transit Fleet and Facilities Maintenance Supervisor
Transit Inspector

INFRASTRUCTURE AND EMERGENCY SERVICES DEPARTMENT

Administrative Assistant to the Director of Emergency Medical Services
Administrative Assistant to the Director of Emergency Planning and Strategic Services
Administrative Assistant to the Director of Engineering Services
Administrative Assistant to the Director of Operations
Building Superintendent
Chief Field Inspector
Co-ordinator of Community Projects
Community Emergency Management Co-ordinator
EMS Training Officer
Field Supervisor (EMS)
Manager of Administrative Services
Manager of Buildings and Facilities
Manager of Construction Services
Manager of Environmental Innovations and Energy Initiatives
Manager of Financial Control Systems

Manager of Operations (EMS)

Manager of Project Engineering Services
Manager of Quality Service Review, Administrative Services and Support
Manager of Technical Services
Manager of Transportation Engineering Services
Office Manager - Operations
Operations Engineer
Operations Supervisor (EMS)
Roads and Drainage Engineer
Secretary to Manager of Administrative Services
Secretary to the Manager of Operations
Secretary to the Office Manager - Operations
Secretary to the Operations Supervisors,
Sewer and Water Engineer
Supervisor of Parking/Crossing Guards Services;

Leisure Speciality Instructor, Program Instructor, Lead Services and Programs, Services and Program Staff (work in the preceding four (4) classification to be limited to that formerly performed by Bartenders; Kitchen Staff Camp Counselling Staff; Waterfront Staff; Playground Supervisors; Special Events - Box Office Supervisor; Concession Supervisor; Usherette Supervisor; Security Supervisor; Ticket Seller; Developmental Co-ordinator; Integrated Co-ordinator; Sensational Summer Instructor; Special Program - Junior Leader; Sports Co-ordinator; Teen Youth Centre Staff; Museum Host/Hostess; Saturday Morning Youth Camp/After 4 Supervisor; After 4 Instructor; Art Teacher; Ceramics Instructor; Upholstery Instructor; Crafts for Kids; Folk Art Kids; Folk Art Painting; Power Skating supervisor; Power Skating Instructor; CanSkate Instructor; Concession Staff; Hall Supervisor, Rink Supervisor); School Crossing Guards and Employees included and excluded under a subsisting Collective Bargaining Agreement between CGS and the Canadian Union of Public Employees and its various locals, Ontario Nurses' Association, or the International Association of Fire Fighters.

2:02 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.

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

2:04 When the Employer uses the services of a Temporary Agency to provide persons to perform the regular duties of the Employees within the scope of this Agreement, then the following provisions shall apply:

- (a) Temporary Agency persons will only be used for a duration not to exceed forty-five (45) calendar days. This time frame will only be extended upon mutual agreement of the Parties.
- (b) When a Temporary Agency person is working at the City of Greater Sudbury then the City or the Temporary Agency shall pay to the Union the appropriate dues based on the Step One wage rate of the applicable classification. The dues shall be remitted on a monthly basis having regard to the previous month's use of Temporary Agency persons. The remittance shall indicate the department and the classification where the work was performed and the hours of the work.
- (c) Where the Employer can reasonably anticipate that the need for an Agency person will exceed forty-five (45) calendar days the position shall be posted immediately.

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 the Employees covered by this Collective Bargaining Agreement,

ARTICLE 4:00 - RESPONSIBILITY OF EMPLOYEES

4:01 It is recognized that the Employer Administration is responsible for the safety, health, comfort, and general welfare of the citizens, therefore, the Employees recognize they must be prepared to assist in carrying out the services of the Employer whenever it is reasonable to do so.

4:02 This responsibility to the citizens is the sole responsibility of the Employer and requires that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in an orderly manner without interruption to the said services to the citizens; therefore, the Employees agree that if any differences with the Employer occur during the time period of this Agreement, that same will be dealt with under the grievance procedure hereinafter set forth under Article 6.

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

4:04 No Strikes or Lockouts

In view of the orderly procedure established herein for the disposition of 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.

4:05 The Union agrees that it will not cause or take part in any stay-in or slow-down in any Department, or a strike or stoppage of any of the Employer's operations and/or services, or any picketing of the Employer's premises during the Term of this Agreement as provided in the *Ontario Labour Relations Act*, as amended. It is further agreed that the Employer may discipline or discharge any Employee who causes or takes part in any such action.

ARTICLE 5:00 - EMPLOYER RIGHTS

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

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

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

5:03 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 6:00 • GRIEVANCE PROCEDURE

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

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

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

6:02(3) "Working Days" in this Article shall be defined as Monday to Friday, exclusive of Saturday and Sunday and Specified Paid Holidays as defined in the Collective Bargaining Agreement.

6:02(4) Complaints and grievances shall be dealt with in the following manner, and all grievances must be in writing and may be submitted provided that no more than thirty (30) working days have elapsed since the occurrence of the alleged grievance.

6:02(5) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee from members of CUPE and Its Local 4705, Inside Unit who shall be Employees of the Employer. The members of such a Committee shall be communicated to the Employer.

6:02(6) It is agreed and understood by both Parties hereto that there shall be no extension to the time limits as outlined in the grievance procedure unless by mutual consent.

6:02(7) An Employee may be discharged, suspended or disciplined for just cause and if the Employee believes she/he 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.

6:02(8) Stage One

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

6:02(9) Stage Two

One Union Committee Member accompanied by the aggrieved Employee, shall take the written grievance to his/her respective General Manager and send one ~~copy~~ copy to the Director of Human Resources and Organizational Development in conformance with the procedure under Stage One. A meeting shall take place within seven (7) working days from receipt of the notification from the Grievance Committee. An answer shall be given within seven (7) working days of the meeting. Any grievance which is not settled by the General

Manager and Director of Human Resources and Organizational Development 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.

6:02(10) Stage Three

Two members of the Grievance Committee, a National Representative and/or Legal Counsel, may then take the matter up with the Chief Administrative Officer and the Director of Human Resources and Organizational Development or their designates. A meeting shall take place within eighteen (18) working days from receipt of notification from the Grievance Committee for a meeting between the respective Parties. Failing settlement of the grievance within nine (9) working days of the said meeting, the matter may then be referred to Arbitration in accordance with the *Ontario Labour Relations Act*, as amended, provided that not more than twenty (20) working days have elapsed since the decision by the Chief Administrative Officer or his/her designate has been submitted to the Union at this Stage. When alternates are designated, they shall have the authority to resolve the grievance in question.

6:03 Arbitration

6:03(1) When either Party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within five (5) working days thereafter, the other Party shall answer by registered mail indicating the name and address of its Nominee to the Arbitration Board. The two (2) Nominees shall then meet to select an impartial Chairperson.

6:03(2) The above provisions shall apply unless either Party applies for a Sole Arbitrator under the *Ontario Labour Relations Act*, as amended.

6:03(3) If the recipient of the notice fails to appoint a Nominee to the Board, or if the Nominees fail to agree on a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

6:03(4) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the Parties. An Arbitration Board/Sole Arbitrator shall **not** have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to, or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a grievance by an arrangement which it deems just and equitable.

6:03(5) Each Party shall pay the fees and expenses of its Nominee to the Board of Arbitration and one-half (½) of the fees and expenses of the Chairperson.

6:04

6:04(1) It is understood there is no general grievance until the Director of Human Resources and Organizational Development and the affected General Manager concerned or their designates, has had an opportunity to adjust the complaint. Such complaint to be satisfactorily settled within five (5) working days following the date of receipt of the complaint or it may then be immediately implemented under Article 6:02(10) - Stage Three,

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

6:04(3) Any grievances by the Employer or the Union as provided under Article 6:04(1), shall be filed within sixty (60) working days of the date of the occurrence.

6:05 Employee Records

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

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

6:07 The Employer agrees that the Union shall have the right at any time to have the assistance of Representatives of CUPE when dealing or negotiating with the Employer. Such Representative or Member of the Executive shall have access to the offices of the Human Resources Division in order to investigate and assist in the settlement of a grievance.

6:08 An Employee, upon written request to the Director of Human Resources and Organizational Development, may view the contents of his/her personnel file in the Human Resources Division at a time mutually convenient. An Employee may also, upon written request to the Director of Human Resources and Organizational Development, authorize a Union Representative to view the Employee's personnel file in the Human Resources Division at a time mutually convenient. Copies of any documents contained in the personnel file may be released to the Employee upon written request by the Employee to the Director of Human Resources and Organizational Development, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

ARTICLE 7:00 - UNION SECURITY

7:01(1) It is agreed and understood by the Parties hereto that there shall be a compulsory check-off upon all Employees who come within the Unit to which this Agreement applies, and it shall continue during the period of this Contract.

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

7:01(3) 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.

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

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

7:03 Discipline

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

7:04 Agenda and Minutes - City Council

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

ARTICLE 8:00 - SENIORITY

8:01(1) 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 judgement of the Employer, which judgement shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

8:01(2) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Temporary Employees who are laid off under this Article.

8:02(1) A Seniority List of all Permanent Full Time Employees covered by this Agreement shall be posted in January each year. The List will show all Permanent Full Time Employees within the Bargaining Unit in order of seniority stating the Employee's number, name, job classification, and date of latest entry into the employ of the Employer. The List will show each Part Time Employee's seniority as hours worked, exclusive of overtime, beneath the listing for Full Time Employees. Regular Part Time Employees shall be shown first, and Casual/Seasonal second, with each Employee's status (Regular or Casual/Seasonal), the Employee's number, name, job classification, and date of latest entry into the employ of the Employer also shown. 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 transfer to Full Time, based on one (1) year equalling one thousand, eight hundred and twenty (1,820) hours worked (two thousand and eighty hours (2,080) hours for Part Time Employees working under Schedule "G" and Schedule "H"). The reverse calculation will be done for Full Time Employees who bid/bump successfully to Regular Part Time Positions. Copies of this Seniority List will be posted on all Bulletin Boards and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a second Seniority List upon written request.

8:02(2) 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.

8:02(3) A List of all Temporary Employees covered by this Agreement shall be posted in July of each year. This List will show the Employee's number, name, job classification, temporary status, and date of latest entry into the employ of the Employer. Copies of the List will be posted on all Bulletin Boards, and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a second List each calendar year upon written request.

8:02(4) Protests in regard to an Employee's seniority standing must be submitted in writing to the Director of Human Resources and Organizational Development within sixty (60) calendar days from the date that the Employee's name is first entered on the Seniority List. When proof of error is established by the Employee or the Employee's representative, such error will be corrected and the proper information inserted on the Seniority List. No change in the seniority status or other information required on the Seniority List of an Employee shall be made unless agreed upon by both Parties.

8:03 Probationary Period

In hiring it is agreed and understood that all newly hired Probationary Employees will be on a probationary period of up to a maximum of six (6) months duration. After completion of the probationary period, seniority shall then become effective from the commencement date of probation. A Part Time Employee will be considered probationary for the first five hundred (500) hours of employment.

8:04 Notice of Lay-Off

A notice of lay-off shall be given in accordance with the terms of the **Employment Standards Act**, as amended. If the Employee laid off has not had the opportunity to work the period of notice of lay-off, the Employee shall be paid in accordance with the **Employment Standards Act**, as amended.

8:05(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.

8:05(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.

8:06 When Permanent Full Time and Regular Part Time Employees are laid off under this Article and positions again become available with the Employer, the Permanent Full Time Employees shall be called back in accordance with Article 8:01(1) on a seniority basis, prior to recalling the Regular Part Time Employees. Regular Part Time Employees shall then also be called back in accordance with Article 8:01(1).

8:07 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.

8:08 Bumping Procedure

8:08(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 11:01;
- (c) Employees are not considered displaced when the Employer changes hours of work pursuant to the terms of the Agreement.

8:08(2) At the Employee's request, a Representative of the Human Resources Division will meet with the Employee to review and assist the Employee in the selection of a position.

8:08(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 Division. If such a request is made the request will be granted.

8:09 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 he/she fails to report within ten (10) working days after the delivery or receipt of such notice, the Employer shall not be under any obligation to re-employ them.

8:10 Application of Seniority for Temporary Employment

8:10(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.

8:10(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).

8:10(3) Vacation Pay received during the applicable temporary employment period shall be either:

- (a) paid back to the Employer as:
 - (i) 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 Full Time Employee, or;
- (b) kept by the Employee, in which case the Employee will only accrue vacation credits from his/her date of hire as a Probationary Full Time Employee.

8:10(4) Temporary Employees do not have any seniority or seniority rights while they are Temporary Employees.

ARTICLE 9:00 - LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

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

- (1) Voluntary resignation.
- (2) Discharge for just cause.
- (3) Failing to report as required by Article 8:09 of this Agreement.
- (4) Those Employees with up to and including five (5) years of employment are to

receive twelve (12) months' recall rights; and those Employees with greater than five (5) years of employment are to receive twenty-four (24) months' recall rights.

- (5) Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE 10:00 - JOB POSTING

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

10:01(2) Posting Period

The Job Posting shall be posted for a minimum of seven (7) calendar days including the date of the Job Posting. Upon the removal of the Job Posting a selection period of fourteen (14) calendar days will be allowed for the consideration of applications. Requests for an extension to the selection period shall not be arbitrarily or unreasonably withheld by the Union. After the selection period the Union and Employees will be advised through the appropriate notice the name(s) of the successful applicant(s) or a statement to the effect that there were no successful applicants or that there were no applications received. The said notice shall be posted for a period of seven (7) calendar days.

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

10:01(4) Placement

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

10:01(5) Limited Position

10:01(5)(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 10:01(5)(b) or Article 10:01(5)(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 10:01(5)(b) or Article 10:01(5)(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.

10:01(5)(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.

10:01(5)(c) If the Limited position is caused by occupational/non-occupational illness/injury, the Employer may designate on the posting that it may extend beyond seven (7) months. If the vacancy is subsequently filled by a Permanent Full Time Employee, the Employee may remain in the position, without re-posting, until the earlier of the Injured/Ill Employee's return to work, or thirty (30) months. The same would apply to those position(s) posted to backfill the successful candidate(s). However, if the vacancy is filled by a Temporary or Part Time Employee and the Injured/Ill Employee has not returned to work within seven (7) months, the vacancy must be re-posted under the terms of Article 10:01(1).

10:01(5)(d) The Employer is not required to release the Temporary Employee in Article 10:01(5)(c) above (if unsuccessful in their second application) until the posting is awarded and the successful candidate begins work in the job. It is agreed the Union may waive successive postings, if appropriate.

10:01(5)(e) Notwithstanding any other article, a Temporary Employee who has accepted a Limited posting will not be considered for any other Limited posting unless by mutual consent of the Parties hereto or until such time as the Limited position they are currently filling is scheduled to expire.

10:01(5)(f) Where a Limited position is funded wholly/partially on an external third party (e.g. Fednor, HRDC, RBC) and the duration of the Limited position is expected to go beyond the limits contained in Article 10:01(5), the Employer may post the Limited position for a maximum of two (2) years, provided the Employer provides the Union with prior notice of the expected duration, scope and duties. During the employment term, the Employer must employ the Employee only in the position initially described, and terminate the position at the end of the declared term, unless prior written approval of extension is received from the Union.

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

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

10:01(8) Posting Pregnancy Leaves

Only the initial vacancy resulting from an application for Maternity Leave will be filled according to Article 10.

10:01(9) Written Notice

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

10:01(10) Employer Unable to Fill Vacancy

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

10:01(11) Both Parties Recognize:

- (1) The principle of promotion within the service of the Employer;
- (2) That job opportunities should increase in proportion to length of service, provided job applicants have equivalent qualifications within the established Job Documents.

10:02 Exceptions

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

10:02(1) A change to the Job Duties, Rating and/or Salary Group resulting from a Job Evaluation Plan Challenge, or a review of a rating by the Joint Rating Committee, or a change to a Job Title and/or Occupation Code only, shall not be considered to create a vacancy.

10:02(2) A change to the duties of an occupied job wherein the salary group remains unchanged, shall not be considered to create a vacancy.

10:02(3) The restructuring of a job in a manner which justifies application of the Downgrading Rule (Article 27:09) to the incumbent, shall not be considered to create a vacancy.

10:02(4) A temporary vacancy due to an accident, injury, illness, sickness, vacation, leave of absence or temporary transfer, for a period not to exceed forty-five (45) calendar days.

10:03(1) Trial Period

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

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

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

10:05 Job Training Program

10:05(1) 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 10. The Parties shall meet and agree upon the length of training and appropriate rates of pay prior to the Employer making any representation on same to the successful candidate. Upon Agreement between the Parties on length of training and appropriate rate of pay, the successful candidate may decline the Job Training Program.

10:05(2) In determining the Employee's increment date, the period of time during which he/she was in a training rate shall be included.

10:06 The Parties agree that when a vacancy exists in any classification, Permanent Full Time Employees holding that Permanent classification in another reporting depot, even those in another Limited posting at the time of the vacancy, will be polled in order of seniority to move to the reporting depot containing the vacancy, and the last vacancy created by said polling will subsequently be posted.

ARTICLE 11:00 - RELIEVING IN OTHER GRADES

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

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

11:03 When an Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit, 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.

ARTICLE 12:00 - SPECIFIED PAID HOLIDAYS

12:01(1) All Permanent Full Time, Probationary Full Time and Temporary Full Time Employees except Students, shall be paid a normal day's pay (i.e. their regular rate times (x) seven (7) hours) for each of the following Holidays, except as otherwise provided under Article 12. Permanent Full Time Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

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

Employees covered by Article 14:01(2) (Construction Services), Article 14:01(8) (Complementing Municipal Services), and Schedule "H" (Transit Operators) will receive eight (8) hours pay under this clause. Similarly those grandparented Employees under Schedule D:04 shall receive seven point six (7.6) or eight (8) hours of pay under this clause, dependent on their grandparented daily hours.

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

12:02 All Permanent Full Time, Probationary Full Time and Temporary Employees except Students (Article 28:05(1)), within the Scope of this Agreement shall be paid a normal day's pay at their regular rate for any Holiday proclaimed by the Governor General or the Lieutenant Governor. Permanent Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

12:03(1) In the event that a paid Holiday falls on a day as set out hereunder, the

following Schedule of a day off in lieu with pay shall be observed:

| <u>Holiday</u> | <u>Falling On</u> | <u>Day Off with Pay in lieu</u> |
|-----------------|--|---------------------------------|
| New Year's Day | Saturday or Sunday | Monday following |
| Canada Day | As per Article 12:03(2) and Article 12:03(3) | |
| Remembrance Day | Saturday or Sunday | Monday following |
| Christmas Day | Saturday or Sunday | Monday following |
| Boxing Day | Saturday | Monday following |
| Boxing Day | Sunday or Monday | Tuesday following |

12:03(2) That those individuals working within the Tom Davies Square Complex and all other facilities except as specified in Article 12:03(3) will celebrate Canada Day on the day it falls with the exception of Saturdays and Sundays when it would be celebrated on the following Monday.

12:03(3) Those Office, Clerical and Technical Support Staff within the Operations and Maintenance Division and who work at the Frobisher Depot; those individuals working within the Construction Services Section at the St. Clair and Frobisher Depots; the Laboratory Technologists working at the Sewer or Water Plants will celebrate Canada Day on the day that it falls with the exception of Saturday, Sunday, Tuesday, Wednesday or Thursday when it would be celebrated on the following Monday.

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

12:05 An Employee to qualify to be paid for a Holiday or Proclaimed Holiday must work his/her regular shift before and after such Holiday unless the said Employee is on annual vacation, sick leave of absence with pay or excused from duty by his/her General Manager or his/her designate.

ARTICLE 13:00 - ANNUAL VACATIONS

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

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

13:03 Notwithstanding Article 13:01 and Article 13:02 hereof, any Permanent Full Time Employee who has completed nine (9) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled

to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay **EITHER** at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation **OR** ten (10%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER**.

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

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

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

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

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

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

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

13:11 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 13 of this Collective Bargaining Agreement on the first (1st) 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.

13:12 Pro-Rating - Specified Paid Holidays and Vacations

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

- (a) **he/she is receiving LTD Benefits:**
- (b) he/she is receiving 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 (14 calendar days)- (exception with regard to the seventeen (17) week Pregnancy Leave).

13:12(2) The carry-over of vacation for those unable to take vacation due to extended illness/accident absence will be applied as follows:

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

13:13 Once the Employer has determined the vacation allocations and staff requirements for each work area for the year, those disputes between Employees as to the scheduling of their vacations within the allocations available and in keeping with staffing requirements these will be resolved on the basis of seniority.

ARTICLE 14:00 - HOURS OF WORK

14:01(1) Subject to Article 14:01(4) the basic hours of employ for all Employees shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive, with a one (1) hour unpaid lunch allotted therein (thirty-five (35) hour work week).

14:01(2) The basic hours of employ for Employees working in the Construction Services Section shall be from 8:00 a.m. to 4:30 p.m., Monday to Friday inclusive, with a one-half (½) hour unpaid lunch allotted therein (forty (40) hour work week).

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

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

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

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

14:01(4) The basic hours of employ for all Employees may be adjusted by mutual agreement between individual Employees and their respective Supervisor within the Day Shift Schedule of 8:00 a.m. to 5:00 p.m. There shall be included a minimum of a one-half (½) hour unpaid lunch period daily. Should agreement as to required work day hours not be reached between Employees and their respective Immediate Supervisor, then the provisions of Article 14:01(1) shall apply.

14:01(5) Transit Section

For those Employees employed in the classification of Information Clerk-Typist in the Transit Section, the basic hours of employ shall be from 7:30 a.m. to 4:00 p.m. Monday to Friday inclusive with one-half (½) leisure hour allotted daily therein for a lunch period (forty (40) hour work week).

14:01(6) Complementing Municipal Services

14:01(6)(a) For those Employees whose employment is required to complement other municipal services, the basic hours of employ shall be eight (8) consecutive hours, excluding

either a one-half (½) hour or a one (1) hour lunch period, between the hours of 7:30 a.m. and 5:00 p.m. Monday to Friday [forty (40) hour work week].

14:01(6)(b) It is also agreed and understood by both Parties heretofore that the Employer shall provide the Local Union with ten (10) days written notice of any change of hours.

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

14:03(1) All work performed on a Saturday, shall be paid for at the rate of time and one-half (1½) the regular rate of pay.

14:03(2) All work performed on a Sunday, shall be paid for at the rate of double (2x) time, with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.

14:04 Overtime

14:04 When an Employee is called upon to perform work which is continuous with the Employee's regular shift, he/she shall be paid time and one-half (1½) for overtime on the following conditions:

- (1) When an Employee works the first hour or part thereof of overtime, he/she is guaranteed a minimum of one (1) hour's pay at time and one-half (1½).
- (2) When an Employee is required to also work the second hour or part thereof of overtime, he/she is guaranteed a minimum of two (2) hours pay at time and one-half (1½).
- (3) When an Employee is required to work beyond two (2) hours of overtime, he/she shall receive pay at the rate of time and one-half (1½) for the time actually worked.

14:05 All work performed outside the normal working hours or the shift scheduled working hours shall be paid at the rate of time and one-half (1½) of the Employee's normal rate of pay with a guaranteed minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate if the Employee is called upon to perform work not continuous with his/her regular shift.

14:06(1) Overtime will be divided as equitably as possible among the Employees in each Section, per Employee classification. Such overtime shall be offered to Permanent Employees before Probationary and Temporary Employees are considered.

14:06(2) Notwithstanding Article 14:06(1), 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 14:06(1).

14:06(3) Overtime Agreement

Notwithstanding Article 14:01 and Schedules "C", "E", "F", "G", "H", "I" and "J" inclusive 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 hour (8) 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 4:01 of the Collective Bargaining Agreement.

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

An Employee who is on call or who is willing to be called out on overtime, or whose work is excluded from the overtime provisions of the Act shall not have a total work

day which exceeds sixteen (16) hours, including rest and meal periods. Employees will not work beyond sixty (60) hours per week.

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

14:07 **Meal Allowance**

14:07(1) When an Employee is called upon to perform more than two (2) hours of overtime work continuous with but following his/her regular scheduled shift, the Employee shall be paid **NINE DOLLARS AND FIFTY CENTS (\$9.50)** for the purpose of purchasing a meal. Should the Employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then the Employee shall be paid an additional **NINE DOLLARS AND FIFTY CENTS (\$9.50)** for the purpose of purchasing the second meal.

14:07(2) Employees called upon to perform work not continuous with their regular scheduled shift, and that are called out prior to 6:00 a.m. or after 11:00 p.m., to report for work, shall receive a Meal Allowance of **NINE DOLLARS AND FIFTY CENTS (\$9.50)** for each five (5) continuous hours of employ.

14:07(3) Employees called upon to perform overtime work not continuous with their regular scheduled shift and that are called out between the hours of 6:00 a.m. and 11:00 p.m., to report for work, shall receive a Meal Allowance of **NINE DOLLARS AND FIFTY CENTS (\$9.50)** 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 **NINE DOLLARS AND FIFTY CENTS (\$9.50)** following the completion of each additional five (5) continuous hours of overtime work.

Effective April 1st, 2006, the Meal Allowance will increase to **NINE DOLLARS AND SEVENTY-FIVE CENTS (\$9.75)**.

Effective April 1st, 2007, the Meal Allowance will increase to **TEN (\$10.00) DOLLARS**.

Effective April 1st, 2008, the Meal Allowance will increase to **TEN DOLLARS AND TWENTY-FIVE CENTS (\$10.25)**.

Effective April 1st, 2009, the Meal Allowance will increase to **TEN DOLLARS AND FIFTY CENTS (\$10.50)**.

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

14:08 **Shift Differentials**

14:08(1) Employees required to work on Shift Schedules, as detailed in Schedules "E", "G", "H" and "J" only, shall receive the following additional rate per hour to their basic rate of pay:

Afternoon Shift - \$0.75 per hour
Night Shift - \$0.81 per hour

Effective April 1st, 2006, the Shift Differentials will increase by **Five Cents (\$0.05)**. Effective April 1st, 2007, the Shift Differentials will increase by **Five Cents (\$0.05)**. Effective April 1st, 2008, the Shift Differentials will increase by **Five Cents (\$0.05)**. Effective April 1st, 2009, the Shift Differentials will increase by **Five Cents (\$0.05)**.

14:08(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.

14:09 **Annual Review**

14:09(1) On January 1st or July 1st of each year, as the case may be, all Employees who have attained permanency shall have (JAN.) or (JULY) affixed to their names as contained in the July Seniority Lists. These Employees shall have their year's work reviewed during December or June of each year with their Immediate Supervisor, and if recommended, will progress into the next Annual Increment Year, and the Employee shall receive a copy of their Annual Review.

14:09(2) An Employee who does not receive an annual increment after the Annual Review of his/her work performance, shall be given reasons in writing by the Employee's respective General Manager, if requested to do so in writing by the affected Employee.

14:10(1) Employees will be required to work a full year from the last date of review to be considered for an annual increment except those Employees whose Annual Review Date has been changed by the Employee becoming a successful applicant to a Job Posting. The accepted Employees would be considered for an annual increment on the first eligible review date after the promotion. Consideration of increments would then follow on an annual basis from the new review date.

14:10(2) Effective January 1st of each year, eligible Employees whose appointment or promotion becomes effective between January 1st and June 30th inclusive and each year thereafter, shall have their work reviewed with their Immediate Supervisor, and if recommended, shall receive the annual salary adjustment on January 1st of each following year. Employees who subsequently attain permanency shall have the affix (JAN.) designated to their names. Their Annual Review of work performance shall be with their Immediate Supervisor during the month of December, and the Employee shall receive a copy of his/her Annual Review.

14:10(3) Effective July 1st of each year, eligible Employees whose appointment or promotion becomes effective between July 1st and December 31st inclusive, and each year thereafter, shall have their work reviewed with their Immediate Supervisor, and if recommended, shall receive the annual salary adjustment on July 1st of each following year. Employees who subsequently attain permanency shall have the affix (JULY) designated to their names. Their Annual Review of work performance shall be with their Immediate Supervisor during the month of June, and the Employee shall receive a copy of his/her Annual Review.

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

14:10(5) Permanent Employees working in Limited positions, shall be entitled to Annual Reviews in those positions after working twelve (12) months in the Limited position. The date of appointment to the Limited position shall be used in determining which of Article 14:10(2) or Article 14:10(3) applies.

14:11 **Continuing Policies**

14:11(1) **Annual Increments**

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

14:11(2) **Transfer**

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

14:11(3) **Promotion**

An incumbent is moved to a job in a higher group and must receive an increase in his/her salary rate. The incumbent would immediately move to a higher rate that will

provide at least the equivalent of one (1) annual increment in the former salary range above the salary position he/she occupies in his/her permanent classification.

14:11(4) Demotion

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

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

ARTICLE 15:00 - LEAVE OF ABSENCE

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

15:01(2) The Employer shall allow a Leave of Absence without pay, so that an Employee may be a candidate in a Federal, Provincial or Municipal Election, in accordance with the provisions of applicable legislation.

15:02(1) Subject to the approval of the Employer, which approval shall not be arbitrarily or unreasonably withheld, representatives of the Employees shall be granted necessary Leave of Absence with pay during working hours for the purpose of meeting with the Supervisory Personnel for the purpose of investigation, consideration and adjustment of grievances, or any other business pertaining to this Collective Bargaining Agreement.

15:02(2) The Union hereby acknowledges and agrees that when the Employer grants representatives of the Employees Leaves of Absence during working hours for the purpose of negotiating a new Collective 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 15:02(1) and thus do not require the Employer to pay such representatives for the working hours concerned.

15:02(3) The Employer agrees to keep salaries and benefits whole for those Permanent Employees who request and are granted unpaid Leaves of Absence for Local Union Business, provided the Union promptly reimburses the Employer, upon receipt of billing from the Employer, for all regular wages paid to these aforementioned Employees for the first fourteen (14) consecutive days of absence, and for all regular wages paid, Employer contributions to OMERS, C.P.P. and one-half (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.

15:02(4) With the exception of Conventions, Permanent Employees who request and are granted unpaid Leaves of Absence for Union Business, other than business for 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 OMERS contributions paid to or on behalf of these Employees to the Employer. Should the aforementioned Leave of Absence be in excess of fourteen (14) consecutive days, provisions of Article 15:02(3) shall apply.

15:03 Six (6) duly appointed delegates shall be granted Leave of Absence without pay or loss of seniority to attend conventions of the Union upon thirty (30) days written notice to the Director of Human Resources and Organizational Development. The Union shall endeavour to allocate appointed delegates as evenly as possible among the various Departments.

15:04 Upon request, Employees, at the discretion of the Employer, shall be granted Leave of Absence without pay, up to a maximum of three (3) months. Such requests shall not be unreasonably or arbitrarily withheld by the Employer. Employees on such Leaves of

Absence must report for duty on or before the expiration of such Leave of Absence or their services may be terminated for just cause, An extension to a Leave of Absence in excess of three (3) months may be granted by mutual consent between the Employer and the Union. Leave of Absence under this Clause shall not be granted for the purpose of engaging in work outside the services of the Employer unless written permission is granted by the Employer prior to the Employee commencing such Leave of Absence. Any Employee now serving or who hereafter serves in the Armed Forces, shall, during his/her absence while on Military Service, be granted a Leave of Absence.

15:05 Jury and Witness Duty Leave

15:05(1) Employees subpoenaed to act as jurors or witnesses in Criminal or Civil Court or at a Coroner's Inquest shall be granted Leave of Absence for such purpose. The Employee shall be entitled to the Jury or Witness Duty Fee or his/her full salary for the period required, whichever is greater. To qualify for full salary, the Employee must remit to the Employer the amount of his/her Jury or Witness Duty Fee. The Employee shall retain any travel expenses which have been paid to him/her. This leave shall not be payable to Employees acting as a party filing a claim in a civil proceeding.

15:05(2) In the event an Employee is subpoenaed to act as a Juror or Witness in Criminal or Civil Court or at a Coroner's Inquest and being on approved Annual Vacation, such time spent as a Juror or Witness shall be reinstated for the further use of the Employee at a time mutually agreed upon between the Employee and the Employee's Immediate Supervisor.

15:05(3) In the event an Employee is subpoenaed to act as Witness in Criminal or Civil Court or at a Coroner's Inquest as a result of an action arising out of the Employee's duties, and the day(s) fall on a regularly scheduled day off, the Employer will endeavour to adjust the work schedule so there is no loss of regular earnings or day(s) off. Employees will be required to advise the Employer immediately upon receipt of any notification of such appearance or as soon as practicable. In the event the Employer is not able to adjust the work schedule the overtime provisions shall apply. If the Employee does not notify the Employer immediately the overtime provisions shall not apply.

15:06 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 15:00. It is understood that Union leaves shall be considered as straight time hours worked for purposes of Part Time seniority accumulation.

ARTICLE 16:00 - PREGNANCY AND PARENTAL LEAVE

16:01 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.

16:02 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.

16:03 For Permanent Full Time Employees on Pregnancy Leave or Parental Leave for Adoption purposes, 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 for Adoption purposes and will be limited to a maximum fifteen (15) week period.

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

16:04 In accordance with Employment and Immigration conditions, Employees do not

have a right to S.U.B. payments except for supplementation of E.I. Benefits during the unemployment period as specified in the Plan.

16:05 In accordance with Employment and Immigration conditions, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

16:06 An Employee on Pregnancy Leave shall not receive Sick Leave Pay.

ARTICLE 17:00 - RETIREMENT AND PENSION PLANS

17:01 All Employees reaching Normal Retirement Age of age sixty-five (65) shall be obliged to retire from the service of the Employer.

17:02 The pension plan established under the Canada Pension Act, as amended, and the Ontario *Municipal* Employees Retirement System Act, as amended, shall be adopted by the Employer and the Union.

ARTICLE 18:00 - NO DISCRIMINATION

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

18:02 There shall be no discrimination practised by either the Employer or the Union against any Employee because of his/her age (as defined in The Ontario Human Rights Code), race, religion, creed, colour, place of origin, sex or marital status, political affiliation, place of residence, participation or non-participation, membership or non-membership in the Union. There will also be no coercion practised by the Employer or the Union.

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

18:04 Neither the Employer nor the Union condone the practice of sexual harassment and any such claim shall be referred under the Discrimination and Harassment Policy.

ARTICLE 19:00 - GENERAL

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

19:02(1) A copy of all correspondence between the Parties arising out of this Agreement or incidental thereto, shall be forwarded to the Recording Secretary of CUPE and its Local 4705 at a mailing address to be designated by the Union.

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

19:03 Employee Motor Vehicle Usage

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

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

his/her vehicle for Employer business.

19:03(3) Before an Employee may use his/her own motor vehicle on Employer business, such Employee must advise his/her insurance carrier and be carrying and have in force a motor vehicle insurance policy having at least One Million (\$1,000,000.00) Dollars Public Liability and Property Damage Insurance coverage.

19:03(4) When approved in advance by the Employer, the Employer will reimburse those Employees using their own motor vehicles on Employer business, the difference in insurance premiums between the "Business" and "Pleasure" rates for One Million (\$1,000,000.00) Dollars Public Liability and Property Damage Insurance coverage where required by the carrier, upon presentation of their receipt of payment for such premium.

19:03(5) Where an Employee is using his/her own motor vehicle, the Employee shall be paid the motor vehicle mileage rate of **THIRTY-EIGHT CENTS (\$0.38)** per kilometre.

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

19:04 Labour-Management Committee

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

19:05 Joint Health and Safety Committee

The Union and Employer shall co-operate in improving rules and practices which will provide adequate protection to Employees engaged in any work for the Employer. A Joint Health and Safety Committee shall be established in order to improve health and safety standards, and be composed of five (5) Representatives from CUPE and its Local 4705 Inside (Office, Clerical, Technical, Leisure Programming, Transit Operations, Library, Heritage and Paramedical) Unit, and five (5) Employer Representatives. The meetings shall be chaired alternately between the Employer and the Union Committee Members. The Committee shall hold one (1) meeting every two (2) months, or more often if an emergency situation warrants it, and will deal with all unsafe, hazardous or dangerous working conditions. Representatives of the Union shall not suffer a loss of pay for attending such meetings during their regular working hours. Copies of the minutes of all Committee Meetings shall be sent to the Employer and the Recording Secretary.

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

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

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

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

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

19:06 Revised Reporting Locations

19:06(1) A Standard Reporting Depot shall be understood as being an appropriate structure having the following essentials: sufficient Employee lockers, adequate eating, washing and toilet facilities. The Standard Reporting Depot shall be maintained in a clean condition.

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

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

Note: Transfers under this provision shall be undertaken in accordance with the terms and conditions of the Collective Bargaining Agreement.

19:07 Bilingual Position(s) - Mandatory

19:07 The Union and the Employer agree that during the life of this Agreement the following positions amongst the current Job Descriptions are to be a mandatory bilingual (English-French) positions:

- (a) Co-ordinator of French-Language Services/Translator, Call Centre Lead, Call Centre Representative, Dispatcher, Information Clerk-Typist (Transit), Employees of the Centre des Jeunes Citoyens, Court Clerk/Monitor, Parking Ticket Clerk (POA), Co-ordinated Access Representative (Housing Services) and Eligibility Control Officer (Housing Services):
- (b) Court Administration Clerk (fifty (50%) percent of positions); one (1) of the positions of POA Collections Clerk or POA Collections Co-ordinator, and
- (c) Sufficient Citizen Service Representatives and Leads at the Chelmsford and Valley East Citizen Service Centres, to provide a French Language Service during hours of operation.
- (d) One (1) Branch Assistant at the New Sudbury and Azilda Libraries, to provide French Language Services to the public during regular hours of operation.
- (e) The Parties agree to grant parent any unilingual Employees in the positions designated under Article 19:07. Should a vacancy be created in one of these positions, it will be posted per Article 19:07. In the interim, unilingual Employees can be relieved by unilingual Employees.

19:08 Safety Footwear

Effective April 1st, 2005, the Safety Footwear Subsidy for Permanent and Probationary Employees, 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 THIRTY-FIVE DOLLARS AND FIVE CENTS (\$135.05)** per annum, and will be paid out as a "non-taxable allowance" on the first full pay period in May of each year. The wearing of safety boots or safety shoes must also be in conformance with the CGS Safety Rules.

Effective April 1st, 2006, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND THIRTY-NINE DOLLARS AND FORTY-FOUR CENTS (\$139.44)**.

Effective April 1st, 2007, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND FORTY-THREE DOLLARS AND NINETY-SEVEN CENTS (\$143.97)**.

Effective April 1st, 2008, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND FORTY-EIGHT DOLLARS AND TWENTY-NINE CENTS (\$148.29)**.

Effective April 1st, 2009, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND FIFTY-TWO DOLLARS AND SEVENTY-FOUR CENTS (\$152.74)**.

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

The Parties agree that the difference between the amount of subsidy paid to those eligible Employees on the first full pay period in May, 2005, and the increase agreed to that subsidy of April 1st, 2005, in the amount of **FOUR DOLLARS AND TWENTY-FIVE CENTS (\$4.25)**, will be paid to those Employees with their subsidy payment in May, 2006.

19:09 Injury During Working Hours

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

19:10 No Lost Time for a Driving Infraction

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

19:11 Notice of Change

19:11(1) In situations where change (e.g. organizational, material, equipment, processes) will adversely affect a Permanent Employee(s) by resulting loss of Permanent Classification or loss of basic wages, the Employer will provide a minimum of thirty (30) days' notice in writing to the Employee(s) and the Union of the change, outlining:

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

19:11(2) Where the change will result in the layoff of Permanent Employees, the Employer shall make every reasonable effort to provide the Union with at least three (3)

months notice, inclusive of the thirty (30) days outlined above.

19:11(3) In the event of a planned layoff of Permanent Employees, the Parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the Employees involved. Such discussion shall include the possible implementation of an early retirement incentive program and/or other recognized voluntary leaving incentive program where feasible, as an alternative to layoffs. Nothing in this Article commits the Employer to offering any program should the Employer not deem it appropriate to do so.

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

ARTICLE 20:00 - BULLETIN BOARDS

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

ARTICLE 21:00 - VALIDITY OF AGREEMENT

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

ARTICLE 22:00 - PAY DAYS

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

ARTICLE 23:00 - LIBERTY HEALTH (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) **Liberty Health (or equivalent) Comprehensive Extended Health Care**

Effective July 1st, 2005
THREE HUNDRED (\$300.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2006
THREE HUNDRED AND TEN (\$310.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2007
THREE HUNDRED AND TWENTY-ONE (\$321.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2008
THREE HUNDRED AND THIRTY-TWO (\$332.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2009
THREE HUNDRED AND FORTY-TWO (\$342.00) DOLLARS
Eye Glass Subsidy;

One (1) eye examination every twenty-four (24) months, to a cap of **FIFTY (\$50.00) DOLLARS**

The Hearing Aid Subsidy to be
FIVE HUNDRED (\$500.00) DOLLARS every five (5) years;

Orthotic Subsidy to be **FOUR HUNDRED (\$400.00) DOLLARS**
per pair, two (2) pair per year maximum;

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

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

with "space maintainers"
Current O.D.A. Fee Schedule;

(d) Group Life Insurance Plan
(two (2x) times basic annual earnings);

(e) Weekly Indemnity Insurance, providing a benefit level of seventy-five (75%) percent of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Liberty Health (or equivalent). Allow for the topping up of approved Weekly Indemnity Benefits with any time banked under the existing provisions of the Collective Bargaining Agreement;

(f) Long Term Disability Insurance, providing a benefit level of seventy-five (75%) percent of basic salary, the conditions of which are governed by the terms and provisions of Liberty Health (or equivalent);

(g) Each January first, Permanent Full Time Employees will be credited with six (6) Weekly Indemnity Bank Days. The credits are non-cumulative, and are intended to provide income maintenance during periods of casual absence due to Employee illness.

Note: The Parties agree that the introduction of Weekly indemnity Bank Days in 1982, Collective Bargaining, effectively 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) **Liberty Health (or equivalent) Comprehensive Extended Health Care**

Effective July 1st, 2005
THREE HUNDRED (\$300.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2006
THREE HUNDRED AND TEN (\$310.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2007
THREE HUNDRED AND TWENTY-ONE (\$321.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2008
THREE HUNDRED AND THIRTY-TWO (\$332.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2009
THREE HUNDRED AND FORTY-FOUR (\$342.00) DOLLARS
Eye Glass Subsidy;

The Hearing Aid Subsidy to be
FIVE HUNDRED (\$500.00) DOLLARS every five (5) years;

One (1) eye examination every twenty-four (24) months, to a cap of FIFTY
(\$50.00) **DOLLARS**

Orthotic Subsidy to be **FOUR HUNDRED (\$400.00) DOLLARS**
per pair, two (2) pair per year Maximum;

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

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

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

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

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 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)** and Article **23:01(2)**, 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 Liberty Health (or equivalent), the Parties will meet and seriously discuss the subject matter with the objective of changing to such Carrier upon the mutual agreement of the Parties.

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

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

Liberty Health (or equivalent) Vision Care

Effective April 1st, 2005

ONE HUNDRED AND FIFTY (\$155.00) DOLLARS

Eye Glass Subsidy;

Effective April 1st, 2006

ONE HUNDRED AND SIXTY-ONE (\$161.00) DOLLARS

Eye Glass Subsidy;

Effective April 1st, 2007

ONE HUNDRED AND SIXTY-SEVEN (\$167.00) DOLLARS

Eye Glass Subsidy;

Effective April 1st, 2008

ONE HUNDRED AND SEVENTY-THREE (\$173.00) DOLLARS

Eye Glass Subsidy;

Effective April 1st, 2009

ONE HUNDRED AND SEVENTY-NINE (\$179.00) DOLLARS

Eye Glass Subsidy;

Group Life Insurance

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

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

Employee paid at age sixty-five (65)

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

23:06(1)(II) Spousal Coverage

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 Pensioner. (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.

ARTICLE 24:00 - GENERAL WAGE INCREASE

24:01 The Employer and the Union have agreed that:

24:01(1) Effective April 1st, 2005, a three point two five (3.25%) percent General Wage Increase be applied to those rates shown on Schedule "A" as in effect on March 31st, 2005.

24:01(2) Effective April 1st, 2006, a three point two five (3.25%) percent General Wage Increase be applied to those rates in effect on March 31st, 2006, as per Schedule "A" of the Collective Bargaining Agreement.

24:01(3) Effective April 1st, 2007, a three point two five (3.25%) percent General Wage Increase be applied to those rates in effect on March 31st, 2007 as per Schedule "A" of the Collective Bargaining Agreement.

24:01(4) Effective April 1st, 2008 a three (3%) percent General Wage Increase be applied to those rates in effect on March 31st, 2008, as per Schedule "A" of the Collective Bargaining Agreement.

24:01(5) Effective April 1st, 2009 a three (3%) percent General Wage Increase be applied to those rates in effect on March 31st, 2009 as per Schedule "A" of the Collective Bargaining Agreement.

ARTICLE 25:00 - SICK LEAVE

25:01 All Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-law of the 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.

ARTICLE 26:00 - BEREAVEMENT LEAVE

26:01 In the case of the demise of a member of the Immediate Family, Permanent and Probationary Employees shall be permitted a Leave of Absence with pay for three (3) consecutive working days. Immediate Family shall mean: father, step-father, mother, step-mother, spouse, bona fide common law husband or wife, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law, grandparents or grandchildren. Bereavement Leave of Absence for the demise of members of the Immediate Family shall not be deducted from the Employee's accumulated Sick Leave Credits. In the case of the demise of the spouse or child, Permanent and Probationary Employees shall be permitted an additional Leave of Absence with pay for two (2) working days, which shall not be deducted from the Employee's accumulated Sick Leave Credits.

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

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

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

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

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

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

26:06 When an Employee qualifies for Bereavement Leave during his/her period of vacation, there shall be no deduction from vacation credits for such occurrence. The period of vacation so displaced shall be re-scheduled as mutually agreed upon between the Employee and his/her Supervisor/Foreperson.

26:07 Travel to Attend At a Service

In the event that a death of a member of the Employee's Family as defined in Article 26:01 requires the Employee to travel more than two hundred (200) kilometres (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 26:02 requires the Employee to travel more than two hundred (200) kilometres (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.

ARTICLE 27:00 - JOB EVALUATION

27:01 The Job Evaluation Plan

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

27:02 Jobs Covered by the Job Evaluation Plan

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

27:03 Identification of Jobs in Salary Schedule

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

27:04 The Job Evaluation Manual

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

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

27:05 Rights of the Parties

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

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

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

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

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

27:06 Salary Schedule

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

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

salary groups.

- (2) Each salary group is composed of five (5) steps. The time interval required for Annual Increments shall be in accordance with Article 14 of the Collective Bargaining Agreement.
- (3) When an Incumbent is promoted from one (1) salary group to another he/she shall be promoted in accordance with the Promotion Rule (Article 14 - 14:11(3)).
- (4) The relationship between the salary group and the point range will be 23 points for the first salary group and for each salary group thereafter.

27:07 Retroactivity

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

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

27:08 Hiring Rates

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

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

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

27:09 Red Circling/Downgrading

This provision shall apply to Incumbents whose jobs are covered by the Job Evaluation Plan.

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

- (1) The Incumbent's salary dollars (rate) shall be held constant (i.e. frozen - and the Incumbent be ineligible for step or GWI increases), commencing on the date of issue of the Advice of Rating Form issued by Management.
- (2) The above process shall continue until the General Wage Increases bring the maximum dollars in the salary range for the restructured job above the Incumbent's frozen rate.

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

28:03(1) **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.

28:03(2) **A CASUAL/SEASONAL 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. 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 his/her Offer Letter of Employment/Promotion, and his/her classification will be stated therein. If the Employee is denoted Seasonal, his/her expected Employment term will also be stated in his/her 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 Repotting Depot.

28:04 **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 10:01(5)(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 months without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 18 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,

28:05(1) **A STUDENT EMPLOYEE** - is a Temporary Employee who is hired for a school vacation period, or semester period under a Co-operative Graduate School Program. A Student's employ may be terminated at any time without recourse to the grievance procedure, unless the Union claims discrimination under Article 18 hereof as a basis of termination. A Student shall receive the minimum rate of pay for the job group in which he/she is working. A Student Employee may not bid on other Job Postings under this Agreement, while so employed.

The wage rate for this work shall be **TEN DOLLARS AND NINETY-THREE CENTS (\$10.93)** per hour, for the term of this Agreement.

28:05(2) Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ Temporary Employees who are Students during the period of April 15th

to September 15th inclusive, each year, to perform work for the Employer, which duties are not specifically covered by a Job Classification(s) as set out under Schedule "A".

Student Employees shall be paid in accordance with Article 28:05(1), except when performing tasks in the Construction Services Section, Infrastructure and Emergency Services Department, then they shall be paid in accordance with Article 28:05(3).

28:05(3) Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ for its Construction Services Section, Infrastructure and Emergency Services Department, Temporary Employees to perform work for the Employer, which duties are not specifically covered by Job Classification(s) as set out in this Agreement. The wage rate for this work shall be **TWELVE DOLLARS AND SIXTY THREE CENTS (\$12.63)** per hour, for the term of this Agreement.

28:05(4) Subject to Article 28:05(2) and Article 28:05(3), the Employer shall follow the Job Posting Procedure under Article 10 before employing any Temporary Employees.

28:06 **REGULAR RATE** - is the rate of pay for the classification in which an Employee is presently working.

28:07 **BASIC RATE** - is the rate of pay for the permanent job classification of the Employee.

28:08 **EMPLOYEE** - is a person employed by the Employer who is included in Article 2 - SCOPE, of this Agreement.

ARTICLE 29:00 - CONTRACTING OUT

29:01 The Parties hereto agree that for the Term of this Agreement there shall be no restriction on contracting out by the Employer of their work or services of a kind now performed by 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 30:00 - TERM OF AGREEMENT

30:01 This Agreement shall be in effect from the 1st day of April, 2005 and shall remain in effect until the 31st day of March, 2010, unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

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

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

ARTICLE 31:00 - COLLECTIVE BARGAINING AGREEMENT - EXTENSION OF TERM

31:01 Notwithstanding Article 30 - TERM OF AGREEMENT, the Employer and the Union agree to the provisions of the *Ontario Labour Relations Act*, as amended.

ARTICLE 32:00 - SCHEDULES

32:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

- Schedule "A" - Job Groups- Classifications, Pay Plan.
- Schedule "A-1"- Information Technology (IT) Pay Plan.
- Schedule "B" - Provisions Specific to Long Term Temporary Employees-Ontario works.
- Schedule "C" - Provisions Specific to Part Time Employees.
- Schedule "D" - Provisions Specific to Employees of the Technical Services, Construction Services, Project Engineering and Building Services Sections.
- Schedule "E" - Provisions Specific to Employees of the Leisure, Community and Development Services Division.
- Schedule "F" - Provisions Specific to Employees of the Business Development Section and Tourism and Cultural Industries.
- Schedule "G" - Provisions Specific to Employees of the Emergency Medical Services Division.
- Schedule "H" - Provisions Specific to Transit Operators.
- Schedule "I" - Provisions Specific to Employees of the Citizen Services Division.
- Schedule "J" - Provisions Specific to Employees of the Children Services Division.
- Schedule "K" - Advance Vacation Pay Request Form.
- Schedule "L" - Application Form- Bereavement Leave Pay.

ARTICLE 33:00 - AGREEMENT- SIGNING AUTHORITIES

In Witness Whereof the Parties hereto have set their hands and corporate

REVIEWED BY **33:01**

| | |
|--------------------------------------|--|
| Admin. S.S. seals to this Agreement. | |
| CFO & Treasurer | |
| Com. Dev. | |
| Growth & Dev. | |
| Intra & Emerg. S. | |
| Legal Sec. | |

THE CITY OF GREATER SUDBURY

MAYOR [Signature]

CLERK A. Hache

EXECUTED at the City of Greater Sudbury, Ontario this 7th day of February, A. D. 2006.

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

[Signature]
PRESIDENT

[Signature]
SECRETARY

[Signature]
SECTION CHAIR

[Signature]
NATIONAL REPRESENTATIVE

[Signature]
BARGAINING COMMITTEE MEMBER

[Signature]
BARGAINING COMMITTEE MEMBER

[Signature]
BARGAINING COMMITTEE MEMBER

[Signature]
BARGAINING COMMITTEE MEMBER

[Signature]
BARGAINING COMMITTEE MEMBER

SCHEDULE "A"

JOB GROUPS - CLASSIFICATIONS

| | |
|--|-----|
| Chief Administrative Officer | CAO |
| Administrative Services Division | AS |
| Chief Financial Officer/Treasurer's Division (Finance) | CFO |
| Human Resources and Organizational Development | HR |
| Community Development Department | CD |
| Growth and Development Department | GD |
| Infrastructure and Emergency Services Department | IE |

| GROUP | JOB EVALUATION CLASSIFICATION | DEPARTMENT |
|----------------|---|-------------------|
| GROUP 1 | (-183) | |
| | Assistant Lifeguard | CD |
| | Check In/Facility Attendant | CD |
| | Child Care Assistant (Howard Armstrong Recreation Centre) | CD |
| | Clerk-Receptionist (Trillium Centre) | AS |
| | Page | CD |
| GROUP 2 | (184 - 207) | |
| | Day Care Assistant | CD |
| | Document Imaging Student | AS |
| | Leisure Instructor | CD |
| | Receptionist (Howard Armstrong Recreation Centre) | CD |
| | Researcher (Land Reclamation) | GD |
| | Transit Clerk | GD |
| GROUP 3 | (208 - 231) | |
| | Acquisitions/Processing Clerk | CD |
| | Cashier-Transit | GD |
| | Engineering Assistant | IE |
| | Facility Clerk/Receptionist | CD |
| | Leisure Specialty Instructor | CD |
| | Mail Clerk (Libraries) | CD |
| | Swimming Instructor/Lifeguard | CD |
| GROUP 4 | (232 - 255) | |
| | Administrative Services Clerk (Clerks) | AS |
| | Clerk Receptionist (Ontario Works) | CD |
| | Clerk Typist Airport | GD |
| | Equipment/Vehicle Technician | IE |
| | Information Clerk-Typist (Transit) | GD |
| | Mail Clerk (Tom Davies Square) | AS |
| | Office Clerk Training | IE |
| | Parking Ticket Clerk (POA) | AS |
| | Payroll Clerk (Emergency Services) | IE |
| | Program Assistant/Janitor | GD |
| | Support Clerk | CD |

GROUP5 (256 - 279)

| | |
|---|-------|
| Administrative Services Clerk (Administrative Services • PWD) | IE |
| Assistant Pool Operator | CD |
| Call Centre Representative (Tom Davies Square) | CD |
| Circulation Assistant | CD |
| Clerk/Receptionist (By-law) | AS |
| Clerk Typist (Parking) | CD |
| Client Service Clerk | CD |
| Construction Services Clerk | IE |
| Drafting Clerk | IE |
| Engineering and Construction Clerk | IE |
| Payroll Clerk/Receptionist (Emergency Services) | IE |
| Processor | CD |
| Records Clerk/Typist (Administrative Services) | IE |
| Records Clerk/Typist (Operations) | IE |
| Rodperson | GD/IE |
| Stenographer/Receptionist (Administrative Services) | IE |
| Stenographer/Receptionist (Buildings and Facilities) | IE |
| Soils Testing Assistant | IE |
| Waste Management Clerk | IE |

GROUP6 (280 - 303)

| | |
|---|-----|
| Assistant Facility Booking/Leisure Clerk | CD |
| Case Aide | CD |
| Clerical Support. Special Programs | CD |
| Clerk-Receptionist (Supplies and Services) | CFO |
| Clerk-Typist/Dispatcher/Material Controller Relief | IE |
| Home Bound Services Assistant | CD |
| ICT Business Development Co-ordinator | GD |
| Junior Business Officer | GD |
| Mail and Duplicating Equipment Operator | AS |
| Municipal Prosecution Secretary | AS |
| Payroll Clerk - Operations | IE |
| Permit/Application Reviewer | GD |
| Project Research Clerk Assistant | GD |
| Receptionist/Stenographer (Committee of Adjustment) | GD |
| Technology Business Officer | GD |
| Timekeeping Clerk (Transit) | GD |

GROUP7 (304.327)

| | |
|--|-----|
| Accounts Clerk | CD |
| Branch Assistant | CD |
| Bus Operator | GD |
| By-law Enforcement Officer Assistant | AS |
| Citizen Service Representative (Tom Davies Square) | CD |
| Court Administration Clerk | AS |
| Dispatcher | IE |
| Licensing and Assessment Clerk | AS |
| M.M.M.S. Clerk | IE |
| Maintenance Clerk II | IE |
| Property Draftsperson | IE |
| Secretary/Community and Strategic Planning | GD |
| Secretary - Development Services | GD |
| Secretary (EDP) | GD |
| Secretary (Finance) | CFO |
| Secretary (Leisure Services) | CD |
| Secretary to the Director of Waste Management | IE |

| | |
|---|-----|
| Secretary to the Manager of Environmental Innovation and Energy Initiatives | IE |
| Secretary to the Manager of Sudbury Airport | GD |
| Secretary to the Manager of Supplies and Services | CFO |
| Secretary to the Manager of Technical Services | IE |
| Stenographer/Site Plan Control Officer Assistant | GD |
| Technical Services Clerk | IE |
| Transportation Technician | IE |
| Vital Statistics Clerk | AS |

GROUP 8 (328- 351)

| | |
|---|-----|
| Citizen Service Representative (including Library Services) | CD |
| Computer/Print Shop Operator | AS |
| Co-ordinated Access Representative | CD |
| Court Clerk/Monitor | AS |
| Customer Service Clerk | CFO |
| Data and Records Co-ordinator | IE |
| Data Support Clerk/Receptionist | IE |
| Inter Library Loan Technician | CD |
| Lead Permit Customer Services Clerk | GD |
| Legal Secretary | AS |
| Level person | IE |
| M.M.M.S. Data Clerk | IE |
| Payroll Clerk (Finance) | CFO |
| Permit Customer Services Clerk | GD |
| Planning Cartography Technician | GD |
| Planning Committee Secretary | AS |
| POA Collections Clerk | AS |
| Senior Payroll/Finance Clerk (Emergency Services) | IE |
| Support Technician | AS |
| Web Support/Office Assistant | AS |

GROUP 9 (352- 375)

| | |
|---|----|
| Acquisitions and Orders Assistant | CD |
| Adult, Senior and Client Education Programmer | CD |
| Cataloguing Technician | CD |
| Cemetery Services Clerk | CD |
| Children and Teens Programmer | CD |
| Financial Clerk (Housing) | CD |
| Graphic Designer | AS |
| Heritage and Exhibits Programmer | CD |
| Information Technician | CD |
| Library Events Programmer | CD |
| POA Collections Co-ordinator | AS |
| Project Research Clerk | GD |
| Secretary to the Manager of Sudbury Arena | CD |
| Secretary to the Manager of Sudbury Transit | GD |
| Subsidy Claims Clerk | CD |
| Web/Marketing Assistant | GD |

GROUP 10 (376- 399)

| | |
|---|-----|
| Bookkeeper- Current Accounting | CFO |
| Bookkeeper- Tax | CFO |
| Budget Technician | CFO |
| Business Information and Communications Officer | GD |
| Call Centre Lead | CD |
| Cartography/GIS Technician | GD |

| | |
|---|-----|
| Council Secretary | AS |
| Draftsperson | IE |
| Junior Accountant (Social Services) | CD |
| Lead Designer/Web and Graphics | AS |
| Lead Facility Booking/Registration Clerk | CD |
| Lead Payroll Analyst (Finance) | CFO |
| Licensing Officer | AS |
| Material Controller | IE |
| Parking Section Administrator | CD |
| Quality Service Review Officer | IE |
| Senior Customer Service Clerk. Accounts Payable | CFO |
| Teacher | CD |
| Time and Labour Payroll Analyst | CFO |
| Web Support Technician | AS |

GROUP 11 (400 - 423)

| | |
|---|-----|
| Budget Analyst | CFO |
| Caseworker | CD |
| Children's Services Representative | CD |
| E-Business Specialist | GD |
| Eligibility Control Officer | CD |
| Eligibility Review Officer | CD |
| Employment Counsellor | CD |
| Law Clerk | AS |
| M.M.M.S. Technician | IE |
| Network Specialist | AS |
| Primary Care Paramedic | IE |
| Program Co-ordinator (Waste Management) | IE |
| Senior Support Technician | AS |
| Senior Teacher | CD |
| Small Business Consultant | GD |
| Soils Testing Technician | IE |
| Technical Co-ordinator Tourism | GD |
| Vertical Control Person | GD |

GROUP 12 (424 - 447)

| | |
|--|-----|
| Accountant- Current Accounting | CFO |
| Accountant - Tax | CFO |
| Archivist | CD |
| Children's Librarian | CD |
| Citizen Service Centre Lead | CD |
| Collections Librarian | CD |
| Communications Officer | AS |
| Co-ordinator of Outreach Programs and Partnerships | CD |
| Curator | CD |
| Draftsperson- Technician | IE |
| Facility Pool Operator | CD |
| Field Inspector | IE |
| Information Librarian | CD |
| Instrument person | IE |
| Laboratory Technologist | IE |
| Lake Water Quality Program Co-ordinator | GD |
| Program Specialist | CD |
| Programmer/Analyst | AS |
| Readers Advisory Service Librarian | CD |
| Supplies and Services Co-ordinator | CFO |
| Survey Technician | GD |
| Traffic and Transportation Technologist | IE |
| Virtual Librarian | CD |

GROUP 13 (448.471)

| | |
|--|-----|
| Advanced Care Paramedic | IE |
| Building Inspector | GD |
| Building Services Technician | IE |
| CADD Technician | IE |
| Cartography/GIS Technologist | GD |
| Case Presenting Officer | CD |
| Control Draftsperson (Lead Hand) | IE |
| Co-Ordinator of Waste Disposal | IE |
| Co-ordinator of Waste Diversion | IE |
| Engineering Technician | IE |
| Family Support Worker | CD |
| F.I.S. Technical Analyst | CFO |
| French Language Services Co-Ordinator/Translator | AS |
| Housing Services Technologist | CD |
| Placement Facilitator | CD |
| Property Administrator | AS |
| Prosecutor | AS |
| Senior Capital Analyst | CFO |
| Senior Planning Technician | GD |
| Senior Programmer/Analyst | AS |
| Survey Technologist | GD |
| Technical Services Technician | IE |
| Web Administrator/Developer | AS |

GROUP 14 (472- 495)

| | |
|--|-----|
| Accountant (Housing) | CD |
| By-law Enforcement Officer | AS |
| Children's Services Planner | CD |
| Control Survey Leader | GD |
| Co-ordinator of Earthcare Sudbury Initiatives | IE |
| Co-ordinator of Library Collections | CD |
| Database Administrator | AS |
| Database Administrator/System Specialist | AS |
| Economic Development Officer- Tourism | GD |
| Investment Officer | CFO |
| Risk Management/Insurance Officer | CFO |
| Senior Accountant- Current Accounting | CFO |
| Senior Accountant- Tax | CFO |
| Subdivision/Site Plan Control Officer | GD |
| System Specialist | AS |
| Technologist | IE |
| Traffic and Transportation Engineering Analyst | IE |

GROUP 15 (496- 518)

| | |
|---|----|
| Customer Services Representative/Plans Examiner | GD |
| Plans Examiner | GD |

SCHEDULE " " - PLAN - MARCH 31ST, 2005

| GROUP# | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|--------|---------|---------|---------|--------|--------|
| | \$ 7.76 | \$ 8.25 | \$ 8.44 | | |
| 2 | \$11.36 | \$11.73 | \$12.08 | | |
| 3 | \$14.37 | \$15.87 | \$16.39 | | |

| GROUP# | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|--------|---------|---------|---------|---------|---------|
| 4 | \$16.47 | \$17.02 | \$17.59 | \$18.23 | \$18.78 |
| 5 | \$16.68 | \$17.26 | \$17.87 | \$18.60 | \$19.26 |
| 6 | \$17.02 | \$17.81 | \$18.57 | \$19.28 | \$20.03 |
| 7 | \$17.53 | \$18.28 | \$19.00 | \$19.72 | \$20.51 |
| 8 | \$18.04 | \$18.75 | \$19.43 | \$20.11 | \$20.95 |
| 9 | \$18.53 | \$19.33 | \$20.11 | \$20.99 | \$21.92 |
| 10 | \$19.04 | \$19.97 | \$20.95 | \$21.92 | \$22.98 |
| 11 | \$19.89 | \$21.00 | \$22.20 | \$23.49 | \$24.71 |
| 12 | \$21.34 | \$22.67 | \$24.09 | \$25.53 | \$26.91 |
| 13 | \$23.02 | \$24.29 | \$25.60 | \$26.83 | \$28.16 |
| 14 | \$24.90 | \$26.24 | \$27.61 | \$28.92 | \$30.58 |
| 15 | \$26.07 | \$27.57 | \$29.04 | \$30.52 | \$32.02 |

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2005

| GROUP# | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|--------|---------|---------|---------|--------|--------|
| 1 | \$ 8.01 | \$ 8.52 | \$ 8.71 | | |
| 2 | \$11.73 | \$12.11 | \$12.47 | | |
| 3 | \$14.84 | \$16.39 | \$16.92 | | |

| GROUP# | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|--------|---------|---------|---------|---------|---------|
| 4 | | | | | |
| 5 | | | | | |
| 6 | \$17.57 | \$18.39 | \$19.17 | \$19.91 | \$20.68 |
| 7 | \$18.10 | \$18.87 | \$19.62 | \$20.36 | \$21.18 |
| 8 | \$18.63 | \$19.36 | \$20.06 | \$20.76 | \$21.63 |
| | | | | | |
| 10 | \$19.66 | \$20.62 | \$21.63 | \$22.63 | \$23.73 |
| 11 | \$20.54 | \$21.68 | \$22.92 | \$24.25 | \$25.51 |
| 12 | \$22.03 | \$23.41 | \$24.87 | \$26.36 | \$27.78 |
| 13 | \$23.77 | \$25.08 | \$26.43 | \$27.70 | \$29.08 |
| 14 | \$25.71 | \$27.09 | \$28.51 | \$29.86 | \$31.57 |
| 15 | \$26.92 | \$28.47 | \$29.98 | \$31.51 | \$33.06 |

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2006

| GROUP # | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|----------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$ 8.27 | \$ 8.80 | \$ 8.99 | | |
| 2 | \$12.11 | \$12.50 | \$12.88 | | |
| 3 | \$15.32 | \$16.92 | \$17.47 | | |

| GROUP# | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---------------|---------------|---------------|---------------|---------------|---------------|
| 4 | \$17.56 | \$18.14 | \$18.75 | \$19.43 | \$20.02 |
| 5 | \$17.78 | \$18.40 | \$19.05 | \$19.82 | \$20.54 |
| 6 | \$18.14 | \$18.99 | \$19.79 | \$20.56 | \$21.35 |
| 7 | \$18.69 | \$19.48 | \$20.26 | \$21.02 | \$21.87 |
| 8 | \$19.24 | \$19.99 | \$20.71 | \$21.43 | \$22.33 |
| 9 | \$19.75 | \$20.61 | \$21.43 | \$22.37 | \$23.37 |
| 10 | \$20.30 | \$21.29 | \$22.33 | \$23.37 | \$24.50 |
| 11 | \$21.21 | \$22.38 | \$23.66 | \$25.04 | \$26.34 |
| 12 | \$22.75 | \$24.17 | \$25.68 | \$27.22 | \$28.68 |
| 13 | \$24.54 | \$25.90 | \$27.29 | \$28.60 | \$30.03 |
| 14 | \$26.55 | \$27.97 | \$29.44 | \$30.83 | \$32.60 |
| 15 | \$27.79 | \$29.40 | \$30.95 | \$32.53 | \$34.13 |

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2007

| GROUP# | STEP 1 | STEP2 | STEP3 | STEP4 | STEP5 |
|---------------|---------------|--------------|--------------|--------------|--------------|
| 1 | \$ 8.54 | \$ 9.09 | \$ 9.28 | | |
| 2 | \$12.50 | \$12.91 | \$13.30 | | |
| 3 | \$15.82 | \$17.47 | \$18.04 | | |

| GROUP# | STEP 1 | STEP2 | STEP3 | STEP4 | STEP5 |
|---------------|---------------|--------------|--------------|--------------|--------------|
| 4 | \$18.13 | \$18.73 | \$19.36 | \$20.06 | \$20.67 |
| 5 | \$18.36 | \$19.00 | \$19.67 | \$20.46 | \$21.21 |
| 6 | \$18.73 | \$19.61 | \$20.43 | \$21.23 | \$22.04 |
| 7 | \$19.30 | \$20.11 | \$20.92 | \$21.70 | \$22.58 |
| 8 | \$19.87 | \$20.64 | \$21.38 | \$22.13 | \$23.06 |
| 9 | \$20.39 | \$21.28 | \$22.13 | \$23.10 | \$24.13 |
| 10 | \$20.96 | \$21.98 | \$23.06 | \$24.13 | \$25.30 |
| 11 | \$21.90 | \$23.11 | \$24.43 | \$25.85 | \$27.20 |

| | | | | | |
|----|---------|---------|---------|---------|---------|
| 13 | \$25.34 | \$26.74 | \$28.18 | \$29.53 | \$31.01 |
| 14 | \$27.41 | \$28.88 | \$30.40 | \$31.83 | \$33.66 |
| 15 | \$28.69 | \$30.36 | \$31.96 | \$33.59 | \$35.24 |

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2008

| GROUP # | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|----------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$ 8.80 | \$ 9.36 | \$ 9.56 | | |
| 2 | \$12.88 | \$13.30 | \$13.70 | | |
| 3 | \$16.29 | \$17.99 | \$18.58 | | |

| GROUP # | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|----------------|---------------|---------------|---------------|---------------|---------------|
| 4 | \$18.67 | \$19.29 | \$19.94 | \$20.66 | \$21.29 |
| 5 | \$18.91 | \$19.57 | \$20.26 | \$21.07 | \$21.85 |
| 6 | \$19.29 | \$20.20 | \$21.04 | \$21.87 | \$22.70 |
| 7 | \$19.88 | \$20.71 | \$21.55 | \$22.35 | \$23.26 |
| 8 | \$20.47 | \$21.26 | \$22.02 | \$22.79 | \$23.75 |
| 9 | \$21.00 | \$21.92 | \$22.79 | \$23.79 | \$24.85 |
| 10 | \$21.59 | \$22.64 | \$23.75 | \$24.85 | \$26.06 |
| 11 | \$22.56 | \$23.80 | \$25.16 | \$26.63 | \$28.02 |
| 12 | \$24.19 | \$25.71 | \$27.31 | \$28.94 | \$30.50 |
| 13 | \$26.10 | \$27.54 | \$29.03 | \$30.42 | \$31.94 |
| 14 | \$28.23 | \$29.75 | \$31.31 | \$32.78 | \$34.67 |
| 15 | \$29.55 | \$31.27 | \$32.92 | \$34.60 | \$36.30 |

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2009

| GROUP # | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|----------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$ 9.06 | \$ 9.64 | \$ 9.85 | | |
| 2 | \$13.27 | \$13.70 | \$14.11 | | |
| 3 | \$16.78 | \$18.53 | \$19.14 | | |

| GROUP# | STEP 1 | STEP2 | STEP3 | STEP4 | STEP5 |
|---------------|---------------|--------------|--------------|--------------|--------------|
| 4 | \$19.23 | \$19.87 | \$20.54 | \$21.28 | \$21.93 |
| 5 | \$19.48 | \$20.16 | \$20.87 | \$21.70 | \$22.51 |
| 6 | \$19.87 | \$20.81 | \$21.67 | \$22.53 | \$23.38 |
| 7 | \$20.48 | \$21.33 | \$22.20 | \$23.02 | \$23.96 |
| 8 | \$21.08 | \$21.90 | \$22.68 | \$23.47 | \$24.46 |
| 9 | \$21.63 | \$22.58 | \$23.47 | \$24.50 | \$25.60 |
| 10 | \$22.24 | \$23.32 | \$24.48 | \$25.80 | \$26.84 |
| 11 | \$23.24 | \$24.51 | \$25.91 | \$27.43 | \$28.86 |
| 12 | \$24.92 | \$26.48 | \$28.13 | \$29.81 | \$31.42 |
| 13 | \$26.88 | \$28.37 | \$29.90 | \$31.33 | \$32.90 |
| 14 | \$29.08 | \$30.64 | \$32.25 | \$33.76 | \$35.71 |
| 15 | \$30.44 | \$32.21 | \$33.91 | \$35.64 | \$37.39 |

Note to Schedule "A"

Note #1 The Parties agree that Employees in the classification of Bus Operator on the date of ratification of the 2005 - 2010 Collective Bargaining Agreement shall continue to be paid the rate of Twenty-one Dollars and Thirty-One Cents (**\$21.31**) (i.e. April 1st, 2006 - \$22.00; April 1st, 2007 - \$22.72; April 1st, 2008 - \$23.40; April 1st, 2009 - \$24.10) under this Collective Bargaining Agreement, and shall be subject to all General Wage increases negotiated.

Note #2 Suzanne Nault shall be grand parented at her current rate of pay, and shall be eligible for all General Wage Increases negotiated under this Collective Bargaining Agreement. Should Ms. Nault cease to hold the Permanent classification of Facility Clerk Receptionist at the Howard Armstrong Recreation Centre, her rate of pay shall move to the rate stipulated in the Collective Bargaining Agreement for her new classification, in accordance with the provisions of the Collective Bargaining Agreement.

SCHEDULE "A-1"

INFORMATION TECHNOLOGY (IT) PAY PLAN - MARCH 31ST, 2005

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---------|---------|---------|---------|---------|
| Support Technician | \$23.75 | \$25.09 | \$26.32 | \$27.61 | \$29.16 |
| Web Support Technician Senior Support Technician Programmer Analyst | \$26.10 | \$27.55 | \$28.93 | \$30.33 | \$32.06 |
| Web Administrator/Developer Senior Programmer Analyst | \$27.27 | \$28.78 | \$30.24 | \$31.70 | \$33.52 |
| Systems Specialist | \$29.33 | \$30.90 | \$32.50 | \$34.07 | \$36.02 |
| Database Administrator/ Systems Specialist | \$30.33 | \$31.74 | \$33.26 | \$34.84 | \$36.53 |

INFORMATION TECHNOLOGY (IT) PAY PLAN - APRIL 1ST, 2005

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---------|---------|---------|---------|---------|
| Support Technician | \$24.52 | \$25.91 | \$27.18 | \$28.51 | \$30.11 |
| Web Support Technician Senior Support Technician Programmer Analyst Network Specialist | \$26.95 | \$28.45 | \$29.87 | \$31.32 | \$33.10 |
| Web Administrator/Developer Senior Programmer Analyst | \$28.16 | \$29.72 | \$31.22 | \$32.73 | \$34.61 |
| Systems Specialist | \$30.28 | \$31.90 | \$33.58 | \$35.18 | \$37.19 |
| Database Administrator Database Administrator/ Systems Specialist | \$31.32 | \$32.77 | \$34.34 | \$35.97 | \$37.72 |

INFORMATION TECHNOLOGY (IT) PAY PLAN - APRIL 1ST, 2006

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---------|---------|---------|---------|---------|
| Support Technician | \$25.32 | \$26.75 | \$28.06 | \$29.44 | \$31.09 |
| Web Support Technician Senior Support Technician Programmer Analyst Network Specialist | \$27.83 | \$29.37 | \$30.84 | \$32.34 | \$34.18 |
| Web Administrator/Developer Senior Programmer Analyst | \$29.08 | \$30.69 | \$32.23 | \$33.79 | \$35.73 |
| Systems specialist | \$31.26 | \$32.94 | \$34.65 | \$36.32 | \$38.40 |
| Database Administrator Database Administrator/ Systems Specialist | \$32.34 | \$33.84 | \$35.46 | \$37.14 | \$38.95 |

INFORMATION TECHNOLOGY (IT) PAY PLAN - APRIL 1ST, 2007

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---------|---------|---------|---------|---------|
| Support Technician | \$26.14 | \$27.62 | \$28.97 | \$30.40 | \$32.10 |
| Web Support Technician Senior Support Technician Programmer Analyst Network Specialist | \$28.73 | \$30.32 | \$31.84 | \$33.39 | \$35.29 |
| Web Administrator/Developer Senior Programmer Analyst | \$30.03 | \$31.69 | \$33.28 | \$34.89 | \$36.89 |
| Systems Specialist | \$32.28 | \$34.01 | \$35.78 | \$37.50 | \$39.65 |
| Database Administrator Database Administrator/ Systems Specialist | \$33.39 | \$34.94 | \$36.61 | \$38.35 | \$40.22 |

INFORMATION TECHNOLOGY (IT) PAY PLAN - APRIL 1ST, 2008

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---------|---------|--------------------|--------------------|---------|
| | | | Step 3 | Step 4 | |
| Support Technician | \$26.92 | \$28.45 | \$29.84 \$32.80 | \$31.31 \$34.39 | \$33.08 |
| Web Support Technician Senior Support Technician Programmer Analyst Network Specialist | \$29.59 | \$31.23 | \$32.80 | \$34.39 | \$36.35 |
| Web Administrator/Developer Senior Programmer Analyst | \$30.93 | \$32.64 | \$34.28 | \$35.94 | \$38.00 |
| Systems Specialist | \$33.25 | \$35.03 | \$36.85 | \$38.63 | \$40.84 |
| Database Administrator Database Administrator/ Systems Specialist | \$34.39 | \$35.99 | \$37.71 | \$39.50 | \$41.43 |

INFORMATION TECHNOLOGY (IT) PAY PLAN- APRIL 1ST, 2009

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|---------------|---------------|---------------|---------------|---------------|
| Support Technician | \$27.73 | \$29.30 | \$30.74 | \$32.25 | \$34.05 |
| Web Support Technician Senior Support Technician Programmer Analyst Network Specialist | \$30.48 | \$32.17 | \$33.78 | \$35.42 | \$37.44 |
| Web Administrator/Developer Senior Programmer Analyst | \$31.86 | \$33.62 | \$35.31 | \$37.02 | \$39.14 |
| Systems Specialist | \$34.25 | \$36.08 | \$37.96 | \$39.79 | \$42.07 |
| Database Administrator Database Administrator/ Systems Specialist | \$35.42 | \$37.07 | \$38.84 | \$40.69 | \$42.67 |

It is agreed that the incorporation of the Information Technology (IT) Pay Plan Schedule "A-I" into the 2002-2005 Collective Bargaining Agreement is contingent on the following:

1. That the positions listed above shall be maintained at the ratings established under the Joint Rating Committee Job Evaluation Plan.
2. That, as a result of market conditions, the above positions shall not be paid in accordance with Pay Schedule "A", but be paid in accordance with the above Pay Schedule "A-I".
3. That if and when market conditions change, the above positions will be re-evaluated.
4. Employees in the classifications of System Specialist, Senior Technician and Network Specialist will be offered Regular Standby duty on a weekly rotating basis. Should the number of Employees participating in the rotation fall below four (4), the junior Employee(s) in the above classifications who is not participating will be assigned to the schedule, to ensure a minimum rotation of four (4) Employees. Employees assigned to Regular Weekly Standby (Friday at 8:00 a.m. to the succeeding Friday at 8:00 a.m. inclusive), shall receive One Hundred and Ninety-Two Dollars and Ninety-Seven Cents (**\$192.97**) per week. Effective April 1st, 2006, this rate will increase to One Hundred and Ninety-Nine Dollars and Twenty-Four Cents (**\$199.24**). Effective April 1st, 2007, this rate will increase to Two Hundred and Five Dollars and Seventy-Two Cents (**\$205.72**). Effective April 1st, 2008, this rate will increase to Two Hundred and Eleven Dollars and Eighty-Nine Cents (**\$211.89**). Effective April 1st, 2009, this rate will increase to Two Hundred and Eighteen Dollars and Twenty-Five Cents (**\$218.26**). 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. Employees on Standby will be assigned a notebook computer and pager or cell phone when on Standby to respond to calls. Any overtime worked while on Standby will be paid pursuant to Article 12:04, Article 14:03, Article 14:04 and Article 14:05.

SCHEDULE "B"

PROVISIONS SPECIFIC TO LONG TERM TEMPORARY EMPLOYEES - ONTARIO WORKS

B:01(1) Notwithstanding Article 10:01(5) and Article 28:04 of the Collective Bargaining Agreement, the Employer may hire and utilize Long Term Temporary Employees (hereinafter referred to as "Schedule "B" Employees") under this Schedule. Specifically, their Employment terms may extend beyond the time frames outlined in Article 10:01(5) of the Collective Bargaining Agreement without the Employee automatically ranking as Permanent. Further, Employees who move out of coverage under Schedule "B", for whatever reason, may be replaced during the Term of this Agreement.

B:01(2) Long Term Temporary Employees, as defined under this Schedule, can only be utilized as follows: Employed to perform Bargaining Unit work within the scope of this Collective Bargaining Agreement within Ontario Works (including the Employment Support Services Section). The Employer may hire and utilize up to thirty-five (35) Long Term Temporary Employees in this capacity;

B:02 It is further understood that the provisions of this Collective Bargaining Agreement apply to Schedule "B" Employees, save and except as follows:

B:03 ARTICLES 8:00 AND 10:00 - Seniority and Job Postings

B:03(1) Schedule "B" Seniority

Seniority rights for Schedule "B" Employees shall be defined as follows:

- (1) Schedule "B" Employees shall have no seniority or seniority rights under the Collective Bargaining Agreement except as hereinafter provided;
- (2) Schedule "B" seniority shall be defined as the length of service (continuous and non-continuous) in the employ of the Employer within the Bargaining Unit. Schedule "B" seniority shall not accrue during time on layoff. Schedule "B" seniority shall be separate and subordinate to seniority of Permanent Employees and Part Time Employees for all purposes of the Collective Bargaining Agreement.
- (3) Notwithstanding Article 9:01(4) of the Collective Bargaining Agreement, Schedule "B" Employees shall cease to hold Schedule "B" seniority rights and employment rights shall terminate for any of the following reasons:
 - (a) After twelve (12) continuous months of layoff; the other provisions of Article 9:01 apply to Schedule "B" Employees.
- (4) The Employer shall maintain and post twice yearly, with a copy to the Local Union, a Schedule "B" Seniority List.

B:03(2) Schedule "B" Seniority shall only operate as follows:

B:03(2)(a) Limited, Schedule "B", or Permanent Vacancies

When considering Schedule "B" Employees for Limited, Permanent, or other Schedule "B" vacancies, consideration shall be based upon efficiency, knowledge, ability and qualifications of the applicants. When, in the opinion of the Employer, these factors are relatively equal, then Schedule "B" seniority shall be the determining factor in selecting a Successful Applicant(s), if any, to fill the position.

B:03(2)(b) Notwithstanding the provisions of Article 8:10(1), should a Schedule "B" Employee attain Permanent Employment status, that Employee shall be credited with all Schedule "B" seniority, and ranked on the Permanent Seniority List accordingly. His/her seniority rights can only be applied to vacancies, layoffs and recalls under this Collective Bargaining Agreement. It is expressly understood that Schedule "B" Employees who attain

permanency status shall be treated as new Employees for the purposes of vacation entitlements, and other provisions of the Collective Bargaining Agreement. Pension credits shall operate in accordance with OMERS requirements and Pension Law.

B:04 Layoffs

Notwithstanding Article 8:05, Schedule "B" Employees shall be laid off only after all other Temporary Employees, but ahead of Permanent, Probationary and Part Time Employees as defined in the Collective Bargaining Agreement. Within the group covered by this Schedule, Schedule "B" Employees will be laid off in accordance with their Schedule "B" seniority. Schedule "B" Employees on layoff will be permitted to apply for any job postings within the Bargaining Unit.

B:05 Recalls

Schedule "B" Employees shall be recalled, in accordance with their Schedule "B" seniority, before all other Temporary Employees on layoff, but after any Permanent, Probationary and Part Time Employees on layoff. The efficiency, knowledge and ability provisions of Article 8:01 will also apply to Schedule "B" Employees on recall.

B:06 ARTICLE 12:00 - Holiday Pay

Schedule "B" Employees shall be paid Specified Holiday Pay in accordance with the terms of the Collective Bargaining Agreement, provided the Schedule "B" Employee meets the qualifying criteria of the *Employment Standards Act*.

B:07 ARTICLE 13:00 - Annual Vacations

Article 13 shall not apply to Schedule "B" Employees, except as outlined in B:07, as follows:

B:07(1) Any Schedule "B" Employee who has completed one (1) year or more of continuous service with the Employer by December 31st, in any year of the Term of this Agreement shall be entitled to be absent from work during **two (2)** calendar weeks in each calendar year following such December 31st and to receive pay **EITHER** at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation **OR** four (4%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER**.

B:07(2) Any Schedule "B" Employee with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the Term of this Agreement, shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Article B:07(1), as it relates to a calendar year, and to receive pay for such absence at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation.

The above will apply net of any vacation pay Schedule "B" Employees received on their pay cheques prior to ratification of the 2005 Agreement, unless the Employee elects to repay the vacation pay earned from January 1st, 2005 to date of ratification.

Article 13:09, Article 13:10, Article 13:11, Article 13:12(b) and Article 13:12(c), Article 13:12(2), and Article 13:13 of the Base Agreement apply to Schedule "B" Employees.

B:08 ARTICLES 14:09, 14:10 AND 14:11 - Annual Review and Continuing Policies - Interpretation

Schedule "B" Employees will receive Annual Reviews and may move to a maximum of Step 5, on the pay grid for their classification.

B:09 ARTICLE 15:04 - Personal Leave of Absence

It is expressly understood that this language in the Agreement does not apply

to Schedule "B" Employees.

B:10 **ARTICLE 16:00 Pregnancy and Parental Leave**

It is expressly understood that Schedule "B" Employees are not entitled to the Supplementary Unemployment Benefits defined in this Article. The other provisions of Article 16 apply to Schedule "B" Employees.

B:1 **ARTICLE 23:00 - Benefits**

B:11(1) Effective the first of the month following Employment as an Employee identified in Schedule "B" the Employer agrees to contribute one hundred (100%) percent of the total Employee premium costs for the following Plans:

- (i) Liberty Health Comprehensive Extended Health Care With Vision Care at **THREE HUNDRED (\$300.00) DOLLARS** every two (2) years; and

Effective April 1st, 2006 - **THREE HUNDRED AND TEN (\$310.00) DOLLARS;**
Effective April 1st, 2007 - **THREE HUNDRED AND TWENTY-ONE (\$321.00) DOLLARS;**

Effective April 1st, 2008 - **THREE HUNDRED AND THIRTY-TWO (\$332.00) DOLLARS;**
Effective April 1st, 2009 - **THREE HUNDRED AND FORTY-TWO (\$342.00) DOLLARS**

One (1) eye examination every twenty-four (24) months, to a cap of **FIFTY (\$50.00) DOLLARS**

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

- (ii) Liberty Health Dental Plan No. 9, current O.D.A. Fee Schedule.

Note: It is expressly understood that any change to the above benefit coverages negotiated for the Full Time portion of the Bargaining Unit will automatically apply to this group of Employees.

B:11(2)(a) In addition to the above, one (1) day per month of accumulated Sick Leave for the period of employment will be allowed. The accumulation of these Sick Leave Days would commence with the first (1st) day of employment, but no utilization of these Sick Leave Days would be allowed until those Schedule "B" Employees are in their seventh (7th) month of continuous employment.

B:11(2)(b) It should also be noted that for these Sick Leave Days, although they are cumulative, there will be no payout. All accumulated Sick Leave Credits will be netted to zero (0) days on movement to Permanent status. Employees laid off and subsequently recalled will maintain Sick Leave Credits accumulated during their past period of active employment, to a maximum of twelve (12) days.

B:11(3) Schedule "B" Employees on layoff are not entitled to utilize any benefits herein provided. However, recalled Schedule "B" Employees are entitled to the above benefit coverage and sick leave accrual on the first of the month following their recall.

B:11(4) No other benefits outlined in Article 23 of this Collective Bargaining Agreement are applicable to Schedule "B" Employees. It is further understood that all the aforementioned Benefits and Extended Privileges apply only to Schedule "B" - Long Term Temporary Employees - Ontario Works.

B:12 Where applicable the Collective Bargaining Agreement will be deemed to be amended to include Schedule "B" Employees.

B:13 **ARTICLE 28:00 - Definitions**

Article 28 - Definitions applies to Long Term Temporary Employees, and is

amended for purposes of this Schedule to include the following definition:

A LONG TERM TEMPORARY (Ontario Works) EMPLOYEE - is a Temporary Employee whose employment term can exceed the time limits outlined in Article 10:01(5) and Article 28:04 without the Employee automatically ranking as Permanent.

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 OCT Inside Unit except as follows:

C:01 ARTICLE 6:05 - Employee Records

Shall apply to Part Time Employees, save that the time limited shall be interpreted as a per hour equivalent to the eighteen (18) consecutive months outlined in this Article (two thousand, seven hundred and thirty (2,730) hours worked).

C:02 ARTICLE 8:03 - Probationary Period

Shall apply to Part Time Employees, save that a Part Time Employee will be considered probationary for the first five hundred (500) hours of employment.

C:03 ARTICLE 9:00 - Loss of Seniority and Termination of Employment

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

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

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

C:04 ARTICLE 10:03 - Trial Period

Shall apply to Part Time Employees, save that the Part Time trial Period will be two hundred and fifty (250) hours.

C:05 ARTICLE 11:02 - Relieving in a Lower Rated Job?

Shall apply when Part Time Employees are assigned work in a lower rated classification. However, when Employees are offered shifts in a classification other than their own, if accepted, the rate of the classification in which they are working will apply.

C:06 ARTICLE 12:00 - 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 _____ Holiday Pay in accordance with the **Employment Standards Act**. Student Employees as defined in Article 28:03(2) shall be considered Casual/Seasonal Employees.

C:07 ARTICLE 13:00 - 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:08 ARTICLE 14:01 - 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:09 ARTICLE 14:02 - Rest Periods

Article 14:02 shall be applied, such that Part Time Employees on the approval of their Immediate Supervisor, shall be entitled to one fifteen (15) minute rest period during each three (3) hours of work in a day, unless they are scheduled in a seven (7) hour shift, in which event Article 14:02 shall be applied.

**C:10 ARTICLES 14:03(1) and 14:03(2)
- Saturday Overtime and Sunday Overtime**

It is expressly understood that Article 14:03(1) (Saturday overtime) and Article 14:03(2) (Sunday overtime) shall not apply to Part Time Employees.

C:11 ARTICLE 14:04 - 14:07(4) - Overtime and Overtime Meal Allowance

Shall apply, Further, Part Time Employees shall only receive overtime pay, after having worked seven (7) hours in any day, or over thirty-five (35) hours in any work week as defined in Article 14:01(1).

C:12 ARTICLE 14:06(1) AND 14:06(2) - Distribution of Overtime

Shall apply, however, overtime shall be offered to Part Time Employees only after it is offered to Permanent and Probationary Employees and before it is offered to Temporary Employees in each section. Overtime rates shall be paid at the rate of time and one-half (1/2) the Employee's regular rate and shall be paid for all hours worked in excess of thirty-five (35) hours in a week or seven (7) hours in a day.

Overtime will be offered to Full Time Permanent Employees in each department after qualifying Part Time Employees having worked less than seven (7) hours in a day or thirty-five (35) hours in a week have been given the opportunity to work.

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, overtime shall be assigned to qualified Part Time staff with the lowest seniority.

Notwithstanding the above, where there are no qualified Part Time staff available in the classification where overtime is required and all Full Time staff have refused overtime then overtime shall be assigned to Full Time staff with the lowest seniority in the affected classification.

C:13 ARTICLE 14:08 - Shift Differential

Shall apply, but only to Regular Part Time Employees

C:14 ARTICLE 14:09 - Annual Review

Article 14:09 (Annual Review), shall apply to Part Time Employees save that their reviews shall be timed when their hours worked equate to those worked by a Full Time Employee during a twelve (12) month period (i.e. one thousand, eight hundred and twenty (1,820) hours). The "January/July" language with respect to the scheduling of reviews shall apply to Part Time Employees.

C:15 ARTICLES 16:00 - 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 EI Weekly Benefit Rate and seventy-five (75%) percent of the Employee's Regular Earnings) shall only apply to Regular Part Time Employees.

C:16 ARTICLES 19:06(2) and 19:06(3) - New Reporting Depots

Shall not apply to Part time Employees.

C:17 ARTICLE 19:08 - Safety Footwear

Shall not apply to Part Time Employees.

C:18 ARTICLES 23:00 AND 24:00 - Benefits - Group Insurance and Sick Leave

Shall not apply to Part Time Employees. Rather, Regular Part Time Employees will receive eight (8%) percent of their gross straight time hourly wages in lieu of all benefits. It is understood that there shall be no reduction in Payment in Lieu if a Regular Part Time Employee elects to participate in O.M.E.R.S.

C:19 ARTICLE 26:00 - 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 principle will apply to Jury Duty.

C:20 ARTICLE 28:00 - Definitions

The definitions in Article 28:01 (Permanent Employee), Article 28:02 (Probationary Full Time Employee), Article 28:04 (Temporary Employee), and Article 28:05 (Student Employee), shall not apply to Part Time Employees. Rather, definitions in Article 28:03(1) and Article 28:03(2) shall apply.

SCHEDULE "D"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE TECHNICAL SERVICES, CONSTRUCTION SERVICES, PROJECT ENGINEERING AND BUILDING SERVICES SECTIONS

The Employer proposes that the provisions of the "Base" Collective Bargaining Agreement would apply to Employees employed in the above Sections, except as outlined below:

D:01 BANK TIME - TIME OFF IN LIEU OF OVERTIME PAY

Employees in the Project Engineering and Technical Services Sections are required to indicate their intention to participate in the Program to their Immediate Supervisor not later than the third (3rd) Monday in March of each year. Participation will not be considered beyond this date.

Employees of the Construction Services Section are required to indicate their intention to participate in the Program to their Immediate Supervisor by no later than the fourth (4th) Monday in April of each year. Participation shall not be considered past this date.

Employees of the Building Services Section are required to indicate their intention to participate in the Program to their Immediate Supervisor by no later than the third (3rd) Monday in April of each year. Participation shall not be considered past this date.

- (1) An Employee **must** decide whether to participate prior to the implementation date of the plan as stipulated by each Section.
- (2) The maximum accrual of Bank Time is to be three (3) calendar weeks (six (6) calendar weeks for Employees of the Construction Services Section), being Monday to Friday inclusive, based on the Employee's basic work week hours or additional weeks as may be mutually agreed upon by the Employer and the Union.
- (3) Bank Time shall be taken in off-peak periods as determined by the respective General Manager or his/her designate. Bank Time may be used to top up approved WI benefits.
- (4) Selection of Bank Time periods within the off-peak periods shall be through mutual agreement. Failure to reach agreement for the utilization of Bank Time shall result in the Employee being paid for the unused Bank Time within **two (2)** Pay Periods from the date of disagreement.
- (5) Off-peak periods for the Project Engineering Section and Technical Services Section shall be from the last Monday in October to the last Friday in February the following calendar year. Off-peak periods shall be the last Monday in November each year to the last Friday in February of each year for Building Controls and Construction Services. Bank Time must be taken only during off-peak periods. Any time not taken by March 1st will be paid out per item (6), below.
- (6) With reference to Item (4) above, pay in lieu of Bank Time not used shall be on a straight time basis as per the rate of pay at the time of accrual.

i.e. one (1) overtime hour worked = one point five (1.5) hours banked time.
- (7) The Section Supervisor shall keep a record of the number of hours of overtime accrued and the applicable rates of pay for those hours. Employees who take their Bank Time off during off-peak periods shall be paid at their current rate of **pay**.
- (8) Employees who receive pay for any unused Bank Time shall be paid at the rate

of pay **in effect** at the time of its accrual

- (9) Should the Employer determine that a new Pilot Project is neither practical nor feasible, then those Employees with accrued Bank Time shall be paid in accordance with the method as outlined in Item (6) hereof. Actual pay is to be made in conformance with items (3), (4), (5) and (8) hereof.

**D:02 CONSTRUCTION SERVICES-
LIMITED JOB POSTINGS FOR PEAK PERIODS**

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

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

Notwithstanding Article 14:06, in the Construction Services Section, Probationary or Temporary Employees may be considered first for overtime work required in the completion of a work day.

D:03 BUILDING SERVICES POLLING FOR LIMITED VACANCIES

When an Employee in the classification of Plans Examiner or Customer Services Representative/Plans Examiner is successful to a Limited posting under this Agreement, the Employer may poll those Employees in the classifications of Plans Examiner, Customer Services Representative/Plans Examiner and Building Inspector in order of seniority to move an Employee to the Limited vacancy created.

D:04 HOURS OF EMPLOY

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

All newly hired Employees in the Construction Services Section shall have a basic work week of forty (40) hours as provided under Article 14:01(2), unless otherwise agreed to by both Parties.

The Parties agree, for the Term of this Agreement, to maintain the grand parented status with respect to hours of work, of the Employees listed below. These hours apply to these individuals, and not to the positions they hold. Further, should any of these individuals move to another classification by any means, he/she will revert to the normal

hours of work for that classification.

Project Engineering Section

| Employee | Classification | Hours Per Week |
|------------|------------------------|----------------|
| | CADD Technician | 38 |
| [REDACTED] | Engineering Technician | 38 |
| [REDACTED] | Engineering Technician | 38 |
| [REDACTED] | Technologist | 38 |
| [REDACTED] | Engineering Technician | 38 |
| [REDACTED] | Engineering Technician | 40 |
| [REDACTED] | Engineering Technician | 40 |
| [REDACTED] | Draftsperson III | 38 |

Building Services Section

| Employee | Classification | Hours Per week |
|------------|------------------------------|----------------|
| [REDACTED] | Building Services Technician | 40 |

Operations Administration Section (Clerical Support)

| Employee | Classification | Hours Per Week |
|------------|--|----------------|
| [REDACTED] | Clerk Typist/Dispatcher/Material Controller Relief | 38 |
| [REDACTED] | Payroll Clerk | 38 |
| [REDACTED] | M.M.M.S. Clerk | 38 |
| [REDACTED] | Maintenance Clerk II | 40 |
| [REDACTED] | Dispatcher | 40 |

SCHEDULE "E"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE LEISURE, COMMUNITY AND DEVELOPMENT SERVICES DIVISION

All articles of the "Base" Collective Bargaining Agreement shall apply to Employees working in the Leisure, Community and Development Services Division of the Community Development Department except as follows:

E:01 Article 14:03(2) shall not apply to Full Time Facility Pool Operators, rather, Full Time Facility Pool Operators shall receive a Sunday Differential of **ONE DOLLAR AND NINETY-FIVE (\$1.95) CENTS** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective April 1st, 2006, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO (\$2.00) DOLLARS**.

Effective April 1st, 2007, the Sunday Shift Differential will increase by Five (**\$0.05**) Cents to **TWO DOLLARS AND FIVE CENTS (\$2.05)**.

Effective April 1st, 2008, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TEN CENTS (\$2.10)**.

Effective April 1st, 2009, the Sunday Shift Differential will increase by Five (**\$0.05**) Cents to **TWO DOLLARS AND FIFTEEN CENTS (\$2.15)**.

E:02 Work Schedule

Three (3) days prior to the commencement of a program the Manager of Events, Aquatics and Ski Hills will meet with each Facility Pool Operator to mutually agree on a work schedule based on the program demand. Within this schedule, or where agreement cannot be reached, the core hours of work will be: **3:15 p.m. to 10:15 p.m.**

During periods when programming changes allow (i.e. summer months- July and August, Christmas and March School breaks), by mutual agreement, the hours of work will be 8:30 a.m. to 3:30 p.m.

E:03 Banking of Overtime

Facility Pool Operators directed or authorized to work in excess of a regular work day or on a paid holiday shall be granted time off as is mutually agreeable between the Employee and the Manager of Events, Aquatics and Ski Hills. Such time off shall be at the applicable rate for the actual hours worked and be limited to a total accumulation of seventy (70) hours. Bank Time may be used to top up approved WI benefits.

It is further agreed and understood that any such accumulated time not taken by December 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 14:04.

E:04 Paid Holidays

When a holiday described in Article 12 of this Agreement occurs on a Monday which is a Facility Pool Operator's regular day off, the Facility Pool Operator concerned shall have the following options:

- (1) Take the following day (Tuesday) off by mutual agreement;
- (2) Be paid seven (**7**) hours for the holiday;
- (3) Bank seven (**7**) hours for future use.

E:05 Bathing Suit Subsidy and Clothing Provision

An annual Bathing Suit subsidy of **ONE HUNDRED AND TWENTY (\$120.00) DOLLARS** will be paid out on the first (1st) full pay period in May of each year to Permanent Full Time Employees under this Schedule whose duties require that they wear a bathing suit on a daily basis. In addition, the Employer will provide these Employees a Sweat Suit and two (2) Tank Tops annually.

E:06 Other Full Time and Temporary Employees - Hours of Work

E:06(a) The hours of work for Full Time and Temporary Employees will be **thirty-five (35)** hours per week between Saturday and Friday.

E:06(b) Both Parties recognize the difficulty of arranging flexible working hours for Employees covered under this Schedule. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Employee and his/her Supervisor.

E:06(c) The Employer agrees to provide Employees with at least one (1) week advance notice of their work schedule based on projected programming needs. The work schedule will include the daily hours of work and the days of work for each Employee.

E:06(d) Changes shall not be made to the schedule unless mutually agreed upon by the Employee and his/her Immediate Supervisor or for legitimate business purposes.

E:06(e) Article 14:01, Article 14:03(1), Article 14:03(2) and Article 14:08 shall not apply. Rather, the Employees specified in Article E:06(a) shall receive a Sunday Differential of **ONE DOLLAR AND NINETY-FIVE (\$1.95) CENTS** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective April 1st, 2006, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO (\$2.00) DOLLAR**.

Effective April 1st, 2007, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND FIVE CENTS (\$2.05)**.

Effective April 1st, 2008, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TEN CENTS (\$2.10)**.

Effective April 1st, 2009, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND FIFTEEN CENTS (\$2.15)**.

"SCHEDULE "E"

LETTER OF COMMITMENT

ELC:01 Day Shift Trial in Pools

The Parties agree that a four (4) month trial of Full Time Facility Pool Operators on day shift (8:30 a.m. to 3:30 p.m.) will commence in the Fall of 2005, for the purpose of determining if there is a material service level impact with that shift in place, versus the default shift shown at Article E:02. At the conclusion of the trial, the Parties will meet to review the statistical volume of clients throughout the period, as well as the timing of programming and available qualitative data, in an effort to determine, by mutual agreement, whether day shift should become the default shift under Article E:02. Where agreement cannot be reached, the default hours of work in Article E:02 shall be reverted to.

SCHEDULE "F"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE BUSINESS DEVELOPMENT SECTION AND TOURISM AND CULTURAL INDUSTRIES

F:01 Both Parties recognize the difficulty of arranging flexible working hours for Employees in the Business Development Section and the Tourism and Cultural Industries Section. However, whenever it is practicable to do so, without disrupting customer service, flexible working hours will be implemented when mutually agreed to between the Employee and his/her Immediate Supervisor. Flexible working hours shall not apply to Clerical Positions within the Business Development Section and the Tourism and Cultural Industries Section,

SCHEDULE "G"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE EMERGENCY MEDICAL SERVICES DIVISION

All articles of the Collective Bargaining Agreement shall apply to Employees working as a Primary Care Paramedic, an Advanced Care Paramedic or an Emergency Vehicle Technician in the Emergency Medical Services Division (EMS) of the Infrastructure and Emergency Services Department except as follows:

G:01 Article 2:03 shall apply, except that Non Bargaining Unit Employees may perform Bargaining Unit work for the purpose of obtaining or maintaining their required certifications (e.g. Primary Care Paramedic and Advanced Care Paramedic certifications), with the understanding that they will not be used in place of Unionized Employees on shift.

G:02 **Treatment of Service and Seniority**

G:02(1) All persons hired into EMS on December 3rd, 2000, will be credited with the service and seniority the person held with their current Employer on December 2nd, 2000. For future job postings and/or bumping outside of EMS these persons will start accumulating seniority as of December 3rd, 2000.

G:02(2) **Polling**

Article 10:06 shall not apply to Schedule "G" Employees.

G:03 **ARTICLE 12:00 - Specified Paid Holidays**

Article 12 applies with the following exceptions:

G:03(1) Employees in EMS shall abide by the master schedule regarding the holidays identified in Article 12:01(1) of the Collective Bargaining Agreement. The paid holiday shall be the twenty-four (24) hour period comprising the holiday regardless of when the shift starts and ends.

G:03(2) Employees in EMS whose regular shift falls wholly or partially on a holiday as identified in Article 12:01(1) shall be paid at time and one-half (1%) their regular rate for those hours falling in the holiday. In addition, Employees will be given the option of receiving payment for those hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the rate it was earned.

G:03(3) Full Time Paramedics shall receive pay for the holiday at the rate of eight (8) hours for the day.

G:03(4) Article 12:04 does not apply to Employees employed in EMS

G:04 **ARTICLE 13:00 - Annual Vacations**

Article 13 applies but for the purpose of administration of annual vacations, the vacation entitlement as outlined in Article 13 will be defined in hours. (i.e. three (3) calendar weeks equates to one hundred and twenty (120) hours).

G:05 **ARTICLE 14:00 - Hours of Work**

Notwithstanding Article 14:01, the following provisions will apply to all Full Time Employees employed in EMS and replace the applicable sections in the Collective Bargaining Agreement:

G:05(1) The Employer has the ability to implement eight (8), ten (10) or twelve (12) hour shift schedules for Primary Care and Advanced Care Paramedics. Regular hours of work for Full Time Employees will be eighty (80) hours bi-weekly, on a seven (7) day per week, twenty-four (24) hour per day rotation, and averaged over a twelve (12) week period. The

regular work week shall be in accordance with a rotating schedule drawn up by the Employer,

G:05(2) The working schedule showing the shifts and days off shall be posted in an appropriate place at least fifteen (15) days in advance. The Employer may require Employees to work six (6) consecutive shifts, however, the Employer shall endeavour wherever practicable, to schedule no more than five (5) consecutive shifts with the exception that it is understood that between December 15th and January 15th Employees may have to work six (6) consecutive shifts however, the Employer wherever practicable shall endeavour to schedule no more than five consecutive shifts.

G:05(3) The Employer shall endeavour wherever practicable to schedule Employees so that Employees will have every second weekend off. If the Employer implements any other schedule other than a twelve (12) hour shift schedule, the above provision with respect to consecutive shifts does not apply.

G:05(4) Unless mutually agreed, when an Employee's days off are re-scheduled within forty-eight (48) hours of the commencement of the originally scheduled days off, he/she shall be paid time and one-half (1½) for hours worked on the originally scheduled days off upon his/her completion of his/her scheduled work week.

G:05(5) When an Employee is detailed to change his/her scheduled shift(s) without forty-eight (48) hours prior notice to the commencement of the re-scheduled shift(s), an Employee shall be paid overtime at the prevailing overtime rate for the re-scheduled shift(s).

G:05(6) The start times and completion times of shifts will be staggered according to operational needs.

G:05(7) The Employer agrees that there will be no split shifts.

G:05(8) An exchange of shifts within the same classification must be approved in advance by the Employees' Immediate Supervisor(s) and shall not result in the payment of any overtime.

G:05(9) Shift Schedules and Training

When an Employee attends a training program, the Employer may change the Employee's scheduled hours of work to the actual number of hours spent receiving training, for each day that the Employee participates in the training program.

Where the change prescribed above results in fewer or more hours than the Employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to zero (0) within sixty (60) working days of the completion of the training program, without any loss of pay by the Employee or overtime payments by the Employer as follows:

- (a) The Employee shall be required to work a corresponding number of hours to make up for any deficit hours: or
- (b) The Employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.
- (c) Where there is mutual agreement, an Employee may receive pay at his/her basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with (b), above.
- (d) Where an Employee's extra hours have not been reduced to zero (0) within sixty (60) working days, any such hours remaining to the Employee's credit shall be paid at the rate of one and one-half (1½) times the Employee's basic hourly rate.

G:06 ARTICLE 14:01(4) - Meal Periods

G:06(1) Article 14:01(4) shall not apply to Employees in EMS. Due to the nature of

Emergency Services the meal period will be paid as Employees need to respond to calls if necessary during their meal period.

G:06(2) The first meal period shall be a one-half(%) hour continuous period, shall be paid and shall be uninterrupted except for Code 3, 4, and 8 calls as determined by CACC. In the event an Employee is called out during his/her Lunch Break he/she shall be assigned a one-half(%) hour continuous Lunch Period immediately following the initial interruption, except if required for Code 3, 4, and Code 8 calls. If Employees do not receive their first meal period within seven and one-half (7%) hours of the commencement of their shift they will be entitled to the meal allowance in the amount specified in Article 14:07.

G:06(3) The first Lunch Period for Employees shall be so scheduled so as to start no sooner than four and one-half (4%) hours from the start of the shift and no later than five and one-half (5%) hours from the start of the shift. When working on twelve (12) hour shifts, the second lunch period shall be one half(%) hour, and shall be self assigned. It will only be interrupted as required for Code 3, 4, and 8 calls.

G:07 **ARTICLE 14:02 - Rest Period**

Subject to operational requirements, Employees may be entitled to a fifteen (15) minute rest period during each half portion of their shift. The rest period shall be taken at a location in close proximity to where the Employee is working and will not necessitate a return to the Employee's designated work area as defined by the deployment strategy.

G:08 **ARTICLE 14:03 - Work on the Weekend**

Article 14:03(1) and Article 14:03(2) do not apply to any Employee in EMS. Rather, for all Employees who work on a Saturday or Sunday, such shift will be paid at a regular rate of pay unless such shift qualifies for overtime in accordance with this Schedule. Employees in EMS shall receive a Sunday Differential of **ONE DOLLAR AND NINETY-FIVE (\$1.95) CENTS** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective April 1st, 2006, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO (\$2.00) DOLLARS**.

Effective April 1st, 2007, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND FIVE CENTS (\$2.05)**.

Effective April 1st, 2008, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TEN CENTS (\$2.10)**.

Effective April 1st, 2009, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND FIFTEEN CENTS (\$2.15)**.

G:09 **ARTICLE 14:04 - Overtime**

Article 14:04 does not apply to EMS and is replaced with the following:

G:09(1) For Full Time Employees all hours worked in excess of the regular daily scheduled shift or average of eighty (80) hours bi-weekly, shall be paid the overtime rate of time and one-half (1%) for overtime with the following conditions:

- (a) The overtime rate will be paid for any authorized period of work that is longer than five (5) minutes and will be calculated upward to the nearest half-hour (½) when performed on a scheduled working day in addition to the regular working period. It is agreed and understood that calls from Dispatch or the Employer constitute authorized periods of work.
- (b) When the Employer determines that an overtime shift is to be worked, it shall be assigned to meet operational requirements and distributed over the calendar year as equitably as possible. In accordance with operational requirements and level of care, Full Time Employees will be offered overtime work prior to the

work being offered to Part Time Employees at overtime rates.

- (c) Time off in lieu may be taken on a mutually agreed upon basis between the Employee and the Employer. Such time off will be the equivalent of the premium rate the Employee has earned for working overtime. Employees will be allowed to accumulate overtime up to a maximum of six (6) shifts at any time. All accumulated overtime must be utilized or paid by December 31st of that calendar year. Bank Time may be used to top up approved WI benefits.
- (d) Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

G:10 Call Out

An Employee who is not on site and is called back to perform work after he/she has completed his/her regular shift shall be paid one and one-half (1½) times his/her straight time hourly rate for all hours worked, with a minimum payment equivalent to two (2) hours pay at one and one-half (1½) times his/her regular straight time hourly rate. It is understood that in the event an Employee is not on site and is called out to work within one-half (½) hour prior to commencement of his/her scheduled shift, he/she shall be paid at one and one-half (1½) times his/her straight time pay for one-half (½) hour.

G:11 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours when work is not available due to conditions beyond the control of the Employer. The reporting allowance as outlined herein shall not apply whenever an Employee has received prior notice not to report for work.

G:12 ARTICLE 14:08 - Shift Differentials

Article 14:08 shall be defined as follows with the respective shift premiums to apply and be paid for all hours worked within the respective time period as follows:

| | |
|-----------------|-------------|
| Afternoon Shift | 1700 - 0000 |
| Night Shift | 0000 - 0700 |
| Sunday Shift | 0000 - 2400 |

G:13 ARTICLE 15:06 - Jury and Witness Duty Leave

Article 15:06 applies with the following amendments:

In the event an Employee is subpoenaed to act as a witness in a Criminal or Civil Court or at a Coroner's Inquest as a result of an action arising out of the Employee's duties, and the day(s) falls on a regularly scheduled day off, the Employer will endeavour to adjust the work schedule so there is no loss of regular earnings or days off. Employees will be required to advise the Employer immediately upon receipt of any notification of such appearance or as soon as it is practicable. In the event the Employer is not able to adjust the work schedule the overtime provisions shall apply. If the Employee does not notify the Employer immediately the overtime provisions will not apply.

G:14 ARTICLE 19:06 - Revised Reporting Locations

Article 19:06 shall not apply to those Employees employed in the EMS and replaced with the following: The Employer may require Employees to transfer between stations after a shift has started. In the event this is required, the Employer shall provide transportation to and from the station to which the Employee is reassigned. It is understood that travelling to and from the station to which he/she is transferred will be paid as time worked. When an Employee is detailed to change his/her Reporting Depot without forty-eight (48) hours notice, the Employee shall be paid a flat fee of **FIFTEEN DOLLARS AND FORTY-**

NINE CENTS (\$15.49) in lieu of all other compensation for the late change of Reporting Depot. Effective April 1st, 2006, this amount will increase to **FIFTEEN DOLLARS AND NINETY-NINE CENTS (\$15.99)**. Effective April 1st, 2007, this amount will increase to **SIXTEEN DOLLARS AND FIFTY-ONE CENTS (\$16.51)**. Effective April 1st, 2008, this amount will increase to **SEVENTEEN DOLLARS AND ONE CENT (\$17.01)**. Effective April 1st, 2009, this amount will increase to **SEVENTEEN DOLLARS AND FIFTY-TWO CENTS (\$17.52)**.

G:15 **ARTICLE 19:08 - Uniforms**

G:15(1) Article 19:08 does apply to those Employees employed in EMS and is supplemented with the following:

For Full Time Employees and Temporary Full Time, the following uniform will be supplied upon their initial employment and supplied on the following basis thereafter:

| <u>Total Full Time Staff Uniform Issue</u> | <u>Initial</u> | <u>Replacement</u> |
|---|-----------------------|---------------------------|
| Fluid Resistant Shirt | 6 | 2 per year |
| Turtle Neck | 6 | 4 per year |
| T shirt | 6 | 4 per year |
| Layered Four Season Coat | 1 | 1 per 3 years |
| Water/Wind Proof Over Pant | 1 | 1 per 3 years |
| Tactical Uniform Pant | 4 | 2 per year |
| Uniform Ambulance Belt | 1 | 1 per 3 years |
| Gloves with Fluid Proof Liners | 1 | 1 per 2 years |

G:15(2) For Part Time Employees, the following uniform will be supplied upon their initial employment and supplied on the following basis thereafter:

| <u>Total Part Time Staff Uniform Issue</u> | <u>Initial</u> | <u>Replacement</u> |
|---|-----------------------|---------------------------|
| Fluid Resistant Shirt | 4 | 2 per year |
| Turtle Neck | 4 | 2 per year |
| T-shirt | 4 | 3 per year |
| Layered Four Season Coat | 1 | 1 per 4 years |
| Water/Wind Proof Over Pant | 1 | 1 per 4 years |
| Tactical Uniform Pant | 3 | 1 per year |
| Uniform Ambulance Belt | 1 | 1 per 4 years |
| Gloves with Fluid Proof Liners | 1 | 1 per 2 years |

G:15(3) All uniform components will be replaced on an as needed basis, with the above maximum replacement issue in place per year (where a year will be according to Employee's date of employment/anniversary date). The Employees may be required to provide evidence of the need for replacement and may be required to turn in the issue they are replacing.

G:15(4) The Employer will be responsible for the dry cleaning of the following items of the uniform:

- Fluid Resistant Shirt
- Four Season Coat
- Over Pant
- Tactical Pant

Note: Employees will purchase their own safety footwear, subject to EMS specifications, and receive the subsidy as outlined in Article 19:08 of the Collective Bargaining Agreement. Regular Part Time EMS Employees will also be eligible for this subsidy, once every three (3) years.

G:16 **ARTICLE 19:10 - No Lost Time For Driving Infractions**

The following provision is added to Article 19:10: Where an Employee in EMS is charged with an offence under the *Highway Traffic Act* arising out of an act or acts done in

the performance of his/her duties and is found not guilty and assessed by the Chief Administrative Officer to have followed all of the rules and procedures associated with their duties, then the Employer will provide reasonable legal representation to the Employee in resolving these charges through the courts. All other payment of costs incurred in defending and settling actions brought against an Employee as a result of performance of his/her duties will be in accordance with the former Regional By-Law 91-381 which has been adopted by CGS.

G:17 Equipment

The Employer will provide all Employees upon hire at no cost to the Employee with a scissor and pen light pouch necessary for the Employee to carry out their duties. Should such equipment be lost or damaged during the course of employment, the Employee will be responsible to replace such equipment at their own cost.

G:18 Delivery of Pay Slips

Article 22:01 shall apply to Schedule "G" Employees, save that pay slips will not be delivered to staff, but shall be made available at EMS Headquarters for pickup.

G:19 ARTICLE 23:01 - Wf Days

Article 23:01(1)(g) applies with the following addition: the six (6) Weekly Indemnity Banked Days shall be converted to hours, based on twelve (12) hours per day for a total entitlement of seventy-two (72) hours.

G:20 part Time Employees

The Parties have agreed to organize the Agreement such that Part Time EMS Employees would look first to the Base Agreement for their conditions of work. Schedule "C" (Part Time Employees) would modify the Base Agreement to include specific provisions for all Part Time Employees (including EMS Part Time Employees) and this subsection (i.e. G:20 to G:21) would contain provisions that only apply to EMS Part Time Employees, as follows:

G:20(1) The Employer maintains the right to schedule Part Time EMS Employees for shifts different from those provided to Full Time EMS Employees, including the right to implement four (4) hour shifts. The Employer agrees there shall be no split shifts.

G:20(2) The following Full Time EMS provisions of this schedule, apply to Part Time EMS Employees:

- G:02 - Treatment of Service and Seniority
- G:05(8) - Shift Exchange
- G:06 - Meal Periods
- G:07 - Rest Periods
- G:08 - Work on the Weekend
- G:15 - Uniforms
- G:16 - No Lost Time for Driving Infractions
- G:17 - Equipment

G:20(3) Part Time EMS Commitment to Work

Articles C:03(c) (Unavailability for Work) shall not apply to Part Time EMS Employees, rather, the following will apply: Part Time EMS Employees will be required to work (or have been scheduled and had the shift(s) cancelled) a minimum of eight (8) shifts within each three (3) month period/quarter of the calendar year, except when on approved Leave of Absence. Part Time EMS Employees who fail to meet this test shall lose seniority under this Agreement and be released from employment.

G:20(4) Article C:11 - Overtime shall apply to Part Time EMS Employees, except that they will only receive overtime pay, after having worked over twelve (12) hours in a day or eighty (80) hours in any bi-weekly period.

G:20(5) Article C:14 of Schedule "C" (Annual Review), shall apply to Part Time Employees save that their reviews shall be timed when their hours worked equate to those worked by a Full Time Employee in EMS during a twelve (12) month time period (i.e. two thousand and eighty (2080) hours).

G:21 **On-Call Duty**

G:21(1) On-Call Duty shall only apply to Part Time **EMS** Employees and means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an Employee is required to respond within a reasonable time to a request for:

- (a) a recall to the work place, or
- (b) the performance of other work as required.

It is understood that a return to the workplace may not be necessary in all situations.

G:21(2) Should recall to the workplace be required, the Employee is expected to be able to return to the workplace within a reasonable time.

G:21(3) No Employee shall be required to be on-call unless such on-call duty was authorized in writing by the Supervisor prior to the on-call period.

G:21(4) On-call duty will be equitably distributed and if necessary it will be assigned based on years of service.

G:21(5) Where an Employee is required to be on-call, he/she shall receive **TWO DOLLARS AND SEVEN CENTS (\$2.07)** per hour for all hours that he/she is required to be on-call. If applicable, call out, reporting pay or overtime pay shall apply. Effective April 1st, 2006, this amount will increase to **TWO DOLLARS AND FOURTEEN CENTS (\$2.14)**. Effective April 1st, 2007, this amount will increase to **TWO DOLLARS AND TWENTY-ONE CENTS (\$2.21)**. Effective April 1st, 2008, this amount will increase to **TWO DOLLARS AND TWENTY-EIGHT CENTS (\$2.28)**. Effective April 1st, 2009, this amount will increase to **TWO DOLLARS AND THIRTY-FIVE CENTS (\$2.35)**.

G:21(6) The Employer shall provide pager to those Employees while assigned On-Call duty.

G:22 Notwithstanding the provisions of Schedule "A" (Rates of Pay) it is agreed the Permanent Full Time Employees holding the classification of Equipment Vehicle Technician on the date of ratification will have their wages maintained (and be eligible for any General Wage Increase negotiated) for the term of this Collective Bargaining Agreement.

G:23 **Employment Stability**

The Parties agree that should an Employee be deactivated as a result of an approved Leave of Absence (e.g. WI, WSIB, etc.), then desire to return to active employment, that the Employer will endeavour to provide alternative work for that Employee, for a period up to two (2) weeks, in order to provide the Employee an opportunity to maintain earnings while attempting to become reactivated. If no alternative work is available, the Employee will be placed on Personal Leave of Absence for a maximum of ninety (90) days, to allow the Employee time to attempt to get reactivated. Consideration of decertified Employees for the alternative work/Leave of Absence provisions contained in this article shall be at the sole discretion of the Employer.

"SCHEDULE "G"

LETTER OF COMMITMENT

GLC:01 Station Postings

The Parties agree to review the Union's desire for EMS Employees to bid/rotate through reporting depots on regular intervals, within the context of the Employer's desires to achieve the following via station rotation: skills maintenance/utilization, address health issues, allow for transfer of knowledge, allow training on shift at stations, etc. That review is to be conducted by Union EMS and Management EMS staff, who will be charged with reporting back to their respective principals by December 31st, 2005, on any options generated, or tentative agreements reached.

GLC:02 Posting of the Working Schedules

The Parties agree to work towards the modification of G:05(2) (Posting of the Working Schedules) during the coming term, as follows:

Once the new Kronos scheduling software is installed, debugged and in operation, the working schedule showing the shifts and days off shall be posted in an appropriate place at least six (6) weeks in advance. Once the posted schedule is implemented, changes to Regular Days off and shift changes can still be made by the Employer on more than forty-eight (48) hours notice without penalty per Article G:05(4) and Article G:05(5). The Employer may require Employees to work six (6) consecutive shifts, however, the Employer shall endeavour wherever practicable, to schedule no more than five (5) consecutive shifts with the exception that it is understood that between December 15th and January 15th Employees may have to work six (6) consecutive shifts however, the Employer wherever practicable shall endeavour to schedule no more than five consecutive shifts. Once the trial has been successfully conducted, and by mutual agreement of the Parties, the above will then be confirmed in writing as in effect. The trial shall take place over two (2) posted shift schedule rotations.

GLC:03 Paramedic Pay Plan

Effective March 31st, 2005

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|
| Primary Care Paramedic | \$21.34 | \$22.67 | \$24.09 | \$25.53 | \$26.91 |
| Advanced Care Paramedic | \$24.90 | \$26.24 | \$27.61 | \$28.92 | \$30.58 |

It is agreed that the incorporation of the Paramedic Pay Plan into the Collective Bargaining Agreement is contingent on the following:

1. That the positions listed above shall be maintained at the ratings established under the Joint Rating Committee Job Evaluation Plan.
2. That, as a result of market conditions, the above positions shall not be paid in accordance with Pay Schedule "A", but be paid in accordance with the above Pay Schedule "GLC:03".
3. That if and when market conditions change, the above positions will be re-evaluated,
4. That should the above noted re-evaluation result in a reduction in pay below those outlined in Schedule "A-1", the "Red circling/Downgrading" rules outlined

in Article 27:09 of the current Collective Bargaining Agreement shall apply.

The Parties agree to increase the above by the amount of the GWI, effective April 1st, in each year of the Collective Bargaining Agreement as follows:

Effective April 1st, 2005

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------------------------|---------|---------|---------|---------|---------|
| Primary Care Paramedic | \$22.03 | \$23.41 | \$24.87 | \$26.36 | \$27.78 |
| Advanced Care Paramedic | \$25.71 | \$27.09 | \$28.51 | \$29.88 | \$31.57 |

Effective April 1st, 2006

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------------------------|---------|---------|---------|---------|---------|
| Primary Care Paramedic | \$22.75 | \$24.17 | \$25.68 | \$27.22 | \$28.68 |
| Advanced Care Paramedic | \$26.55 | \$27.97 | \$29.44 | \$30.83 | \$32.60 |

Effective April 1st, 2007

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------------------------|---------|---------|---------|---------|---------|
| Primary Care Paramedic | \$23.49 | \$24.96 | \$26.51 | \$28.10 | \$29.61 |
| Advanced Care Paramedic | \$27.41 | \$28.88 | \$30.40 | \$31.83 | \$33.66 |

Effective April 1st, 2008

| | | | | | |
|------------------------|---------|---------|---------|---------|---------|
| Primary Care Paramedic | \$24.19 | \$25.71 | \$27.31 | \$28.94 | \$30.50 |
|------------------------|---------|---------|---------|---------|---------|

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------------------------|---------|---------|---------|---------|---------|
| Primary Care Paramedic | \$24.92 | \$26.48 | \$28.13 | \$29.81 | \$31.42 |
| Advanced Care Paramedic | \$29.08 | \$30.64 | \$32.25 | \$33.76 | \$35.71 |

SCHEDULE "H"

PROVISIONS SPECIFIC TO TRANSIT OPERATORS

It is expressly understood that this schedule is an integral part of the Collective Bargaining Agreement. All articles of the Collective Bargaining Agreement apply to Transit Operators, except as follows:

H:01 Change of Address

Article 4:03 of the Agreement shall apply to Transit Operators. In addition, it shall be the responsibility of all Employees to notify the Transit Timekeeping Clerk within five (5) calendar days of any change in address or telephone number.

H:01(1) Definitions

For the purposes of this Agreement both Parties recognize the existence of the following types of Operators:

- (a) Regular Operator
- (b) Steady Day Shift Operator
- (c) Split Shift Operator
- (d) Spare Board Operator
- (e) Vacation Relief Operator
- (9)** Flex Shift Operator

In addition, the Parties recognize the following two (2) classes of Employees, unique to this Schedule: Casual Operator and Student Employee Operator.

H:01(2) Platform Time

- (1) Means a pay allowance at the basic rate of pay in recognition for time spent by Operators on a daily basis for vehicle check list, reporting and signing in and out and in lieu of rest periods. The average time allotted shall not exceed one-half ($\frac{1}{2}$) hour daily for each day worked. This one-half ($\frac{1}{2}$) hour platform time is divided into two (2) units of one-quarter ($\frac{1}{4}$) of an hour platform time. One quarter ($\frac{1}{4}$) hour is utilized prior to the commencement of the shift and one quarter ($\frac{1}{4}$) hour is utilized after the shift. This platform time shall form part of the Crew Guide.
- (2) The Employer may assign work during the second portion of the platform time for up to one-third ($\frac{1}{3}$) of the total number of crews.
- (3) Pay will be an additional one-half ($\frac{1}{2} \times$) times the Employees' regular hourly rate for any work performed during the second portion of the platform time.
- (4) Operators will work and be paid for the second portion of the platform time, as outlined above, before being paid overtime.

H:01(3) Travel Time

Travel time means a time allowance which shall be written into the Crew Guide of each and every Operator on a daily basis to provide for the Operator's travelling time between the Transit Garage and the locations of the commencement and end of his/her daily assignment.

H:01(4) Duty

Duty means all hours spent by the Employee in the employ of the Employer excluding Platform Time.

H:01(5) Standby Time

Standby Time means the portion of an Operator's shift during which the Operator is not specifically scheduled to operate a bus on the Operator's Crew Guide and therefore is waiting to be assigned work which may become available. During the Operator's normal daily hours of work, the Operator will remain on the Employer's premises during Standby time unless otherwise directed by the Inspector on duty.

Operators on standby will complete any crew assigned to them that does not require them to work more than one-half (½) hour beyond their normal finishing time.

When no regular Spare Board Operator is available the following will apply:

Any complete crew that requires a regular Operator to work more than one (½) hour beyond the Operator's regular finishing time will be assigned to a Casual Operator on a daily basis and that Casual Operator will report at the platform time indicated on the Crew Guide. When so assigned the Casual Operator concerned shall complete said Crew Guides.

Notwithstanding the above, should any Operator on standby be assigned to Operator's work which becomes available as a result of illness or in the case of an emergency then the Operator on standby who was assigned the work will be required to complete the assignment.

H:02 Hours of Work

Article 14:01(1) to Article 14:03(2) inclusive of the Collective Bargaining Agreement, shall not apply to Transit Operators. Rather the following provisions will apply.

H:02(1) Regular Operator

A Regular Operator's normal daily hours of work, exclusive of a lunch period as per Article H:02(5), shall be eight (8) hours per day not including a one-half (½) hour daily platform time. The normal work week shall be five (5) days with the days off to be according to the Rotating Schedule of Days Off as shown in Sub-Schedule "H:1".

H:02(1)(a) Flex Shift Operator

Flex Shift Operators normal daily hours of work exclusive of a lunch period, as per Article H:02(5), shall be a minimum of seven and one-half (7½) hours per day to a maximum of eight and one-half (8½) hours per day, not including a one-half (½) hour daily platform time. A day shall be calculated as eight (8) hours for all purposes relating to absences from work. A normal work week shall be five (5) days, with the days off to be according to the Rotating Schedule of Days Off as shown in Sub-Schedule H:1.

Notwithstanding the above, the Employer will ensure that Flex Shift Operators will be scheduled in a manner that provides that if an Employee works the longer part of his/her crew on days one week the Employee will work the shorter part of his/her crew on afternoons the following week, or vice versa.

The foregoing will require overtime to be paid in accordance with Article H:03(2).

H:02(1)(b) Regular Operators and Flex Shift Operators shall have a Rotating Work Schedule, one (1) week days, one (1) week afternoons and days off shall be planned in such a way as to effect a complete rotation among the said Operators as well as to equally distribute free weekends among the said Operators.

H:02(2) Steady Day Shift Operator

H:02(2)(1) A Steady Day Shift Operator's normal daily hours of work, exclusive of a lunch period, as per Article H:02(5), shall be eight (8) hours per day not including a one-half (½) hour daily platform time and whose normal work week shall be five (5) days from Monday to Friday or five (5) days from Monday to Saturday, and whose daily work shall not be

scheduled to terminate later than 7:30 p.m. It is further agreed and understood that those Steady Day Shift Operators who are scheduled to work beyond 4:30 p.m. will receive the Shift Differential outlined in Article 14:08 from the time they are scheduled to commence their shift.

H:02(2)(2) Steady Day Shift Operators scheduled to work Monday to Friday will be off on Saturday and Sunday.

H:02(2)(3) Steady Day Shift Operators scheduled to work Monday to Saturday will be off according to the Rotating Schedule of Days Off as shown in Sub-Schedule "H:1".

H:02(3) **Split Shift Operators**

H:02(3)(1) A Split Shift Operator's normal daily hours of work shall be eight (8) hours per day not including a one-half (½) hour daily platform time. The Employer agrees that there shall be no split shifts beyond the overall period of twelve (12) consecutive hours not including a one-half (½) hour daily platform time. A Split Shift Operator scheduled to work Monday to Friday shall be off work every Saturday, every Sunday and every paid holiday in which a Sunday Transit schedule, as determined by the Employer, is to be in operation.

A Split Shift Operator scheduled to work Monday to Saturday will be off every Saturday and Sunday, and both Parties agree that Casual Operators will replace the Split Shift Operators on Saturday.

The Employer agrees that there shall be no more than two (2) report times daily. It is to be understood that a split shift premium of **FIFTEEN CENTS (\$0.15)** per minute shall be paid for the extended time worked beyond ten and one-half (10%) consecutive hours, not including a one-half (½) hour daily platform time. Such time shall be computed from the start time to the finish time as shown on the crew guide, but in no event shall such time be less than thirty (30) minutes whereafter such time shall be paid in blocks of one-quarter (¼) hour and the premium payments so calculated shall be identified on the crew guide. Any time beyond the finish time on the crew guide is subject to overtime rates as per Article H:03(2). The Employer agrees that there shall be no split shift scheduled to work later than 8:00 p.m. Monday to Friday, excluding platform time. The Employer agrees that there shall be no split shift scheduled to work later than 9:00 p.m. on Saturdays and Sundays, excluding platform time.

H:02(3)(2) The period between the first portion of his/her crew guide and the second portion of his/her crew guide shall include an unpaid lunch period of one (1) hour.

H:02(4) **Spare Board Operators**

H:02(4)(1) A Spare Board Operator is an Operator who bids on and is assigned to daily miscellaneous pieces of work and/or temporary vacancies. Where a Spare Board Operator selects or is assigned to **fill a temporary vacancy on a crew in accordance with Article H:1** of this Collective Bargaining Agreement it is agreed and understood that he/she shall then become a Regular Operator, Flex Shift Operator, Split Shift Operator, Steady Day Shift Operator and shall be subject to the normal daily hours of work and overall period of consecutive hours applicable to the selected or assigned crew guide.

H:02(4)(2)(a) A Spare Board Operator's normal daily hours of work over a period of consecutive hours exclusive of a lunch period as per Article H:02(6) shall be eight (8) hours per day provided that if a Spare Board Operator selects or is assigned to fill a crew bid on a daily basis as a Split Shift Operator, the Spare Board Operator may elect to be subject to the normal daily hours of work and overall period of consecutive hours applicable to the split shift and shall be eligible for the split shift premium only if the Spare Board Operator so elects.

The Spare Board Operator shall be paid each day eight (8) hours pay at the basic rate per hour for the Spare Board Operator's daily hours of work, except that, should a Spare Board Operator actually work more than eight (8) hours during any day or should a Spare Board Operator be requested to do a Complete Crew Guide for the day, then the Spare Board Operator shall be paid one and one-half times (1½ x) the basic rate per hour for all time worked in excess of eight (8) hours. Further, if a Spare Board Operator is requested

to do a complete Crew Guide for the day, then the Spare Board Operator's day's work for that day is considered complete upon completion of the Crew Guide, and such posting of Crew Guides including spare work shall contain and include necessary information such as extension of runs, routing, including limited routing. Notwithstanding the foregoing, the Spare Board Operator shall not be obligated to take any Charter Run that is reasonably estimated by the Employer to require more than two (2) hours or a regular bus run which is reasonably estimated by the Employer to require more than one and one-half (1½) hours work beyond the Spare Board Operator's normal daily hours of work.

Notwithstanding the above, should a Spare Board Operator select or be assigned to a Flex Shift Crew the Spare Board Operator shall be paid for hours worked on the flex shift.

H:02(4)(2)(b) Notwithstanding the above should an Employee be working on their regular day off at regular rate to make up their hours they shall select their work as per Article H:07. Should they select a split shift and elect not to complete the second part of the split shift or should they select a piece of work of less than eight (8) hours then they would only be compensated for the hours worked. It is clearly understood by both Parties that select means the Operator must have a choice between a full crew and a shorter piece of work. Should the Operator have no choice between a full crew and a shorter piece of work the Operator will be guaranteed pay for a full shift.

H:02(4)(3) The normal number of daily hours of work on Spare Board shall be computed from the time a Spare Board Operator must report for duty.

H:02(4)(4) Spare Board Operators shall commence their shifts at the report time of each work assignment. Division of overtime will be subject to the provisions of Article H:03(5).

H:02(5) Operators shall be relieved for an unpaid lunch period, the duration of which will be a minimum of one-half (½) hour to a maximum of one (1) hour. This lunch period could also be divided into two (2) lunch periods of one-half (½) hour duration each, as scheduled by the Employer.

H:02(6) Change of Crew Guide or Shift

Forty-eight (48) hours notice shall be given to the Union and to all Operators affected, except Spare Board Operators, and Casual Operators before change of Crew Guide or Shift. Failure to provide at least nine (9) hours rest for all Operators between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. This overtime payment shall be in addition to the normal eight (8) hours pay for the day in question.

H:02(7) Failure to Complete Crew Guide

Where an Operator cannot complete any scheduled run or Crew Guide on account of failure of equipment, shortage of equipment, or adverse weather or road conditions, the Operator shall not be penalized in any way for the day on which the failure of equipment, shortage of equipment or adverse weather or road conditions occur.

H:02(8) Training on New Equipment

With either the purchase of new equipment or different types of equipment, Operators required to train on such equipment will be paid at their appropriate rate of pay while so training.

H:02(9) Reporting Pay

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, etc., shall be guaranteed a minimum of four (4) hours pay at his/her regular rate.

H:02(10) Inclément Weather

In the event of inclément weather and an Operator is notified not to report for work but is told to "stand by" and await further advice, the Operator involved shall be paid at a rate of one-half ($\frac{1}{2}$) times his/her straighttime hourly rate for all hours involved.

H:03 Overtime

Article 14:04 to Article 14:06(2) inclusive, of the Collective Bargaining Agreement will not apply to Transit Operators. Rather, the following articles will apply:

H:03(1) No Operator shall be required to work overtime after completing his/her regular assignment except in cases of emergency or when no Spare Board Operator is available and then the Operator shall not be required to work more than one (1) scheduled run or two (2) hours whichever is the minimum.

H:03(2) Overtime Rate

Compensation at the rate of time and one-half ($1\frac{1}{2} \times$) the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article H:02 - HOURS OF WORK subject to the following provisions:

- (a) Overtime at the rate of time and one-half ($1\frac{1}{2} \times$) the regular rate per hour will only be paid after eight (8) hours of work daily at the regular rate per hour and/or forty (40) hours of work weekly at the regular rate per hour (not including platform time).
- (b) Sick Leave, Weekly Indemnity, Long Term Disability and Workplace Safety Insurance Benefit (WSIB) do not apply as hours worked for overtime purposes only.
- (c) An Employee who voluntarily works his/her day off prior to having worked forty (40) hours in the week, will be paid at the regular rate for the first eight (8) hours.
- (d) An Employee who is forced to work his/her regular day off prior to having worked forty (40) hours in the week, will be paid at one and one-half times ($1\frac{1}{2} \times$) the regular rate for all hours worked on that day.
- (e) Notwithstanding the provisions of Article H:03(2)(a) above, an Employee working on a Flex Shift Crew will be paid overtime at the rate of time and one-half ($1\frac{1}{2} \times$) the regular rate per hour only after the Employee has completed the hours specified on the Flex Shift Crew, on a daily basis, at the regular rate per hour and/or up to the total hours scheduled in a five (5) day period for that Flex Shift Crew.

H:03(3) Notwithstanding Article H:04 of the Collective Bargaining Agreement, when the Employer forces Operators to work a Sunday Schedule it will be done in such a manner as to ensure that the Operators concerned are guaranteed a minimum of one (1) nine (9) hour rest period.

H:03(4) Work Not Continuous With Regular Shift

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

H:03(5) Division of Overtime

H:03(5)(a) Overtime, and work which attracts a premium rate of pay under this Schedule will be divided as equally as possible among the Permanent Employees as per Employee classification before Casual Operators or Student Employee Operators or non-Employees are considered,

H:03(5)(b) All known A.M. work will be covered the night before.

H:03(5)(c) At 9:00 p.m. or 11:00 a.m. as the case may be, the Inspector on duty will telephone those Operators who are scheduled to work as regular Spare Board Operators at regular rate by seniority to select their work assignment. The Inspector on duty will then telephone those Operators who have indicated their desire to work overtime by signing the appropriate posting. Those who confirm their desire to work will be recalled by seniority to select their work assignment. If an Employee has previously indicated his/her desire to work and then refuses same, the call-in will not be adjusted and the overtime hours that would have been worked will be added to the **list** of overtime hours for that Employee.

Should additional work become available after the Inspector has filled all known work assignments and there are no Operators available at regular rate, then the Operator with the least amount of overtime hours who has signed the appropriate posting will be offered the work.

9:00 p.m. call (prior night) all known work available on the following day up to and including the 1:00 p.m. report time and;

11:00 a.m. call (same day) all known work on that same day available after the 1:00 p.m. report time.

H:03(5)(d) If an Operator is required for overtime as a result of someone booking off sick in the A.M. then the next person will be called for the report time of the last crew available that shift.

H:03(5)(e) When no one signs for overtime work the Inspector will call anyone they believe may be available for overtime work except for Sundays and Statutory Holidays.

H:03(5)(f) Operators who wish to work overtime must indicate their desire by signing the proper posting, that is the A.M. or P.M. overtime sheet or the appropriate day off sheet. Article H:07 Spare Board Work Distribution will prevail.

H:03(5)(g) An Employee may be required to work his/her days off only when an actual curtailment of service becomes evident.

H:03(6) **overtime Paid Meal Period**

Article 14:07(1) to Article 14:07(4) inclusive shall not apply to Transit Operators. Rather, Employees, other than those working their normal day off, who are required to work more than two (2) hours overtime continuous with their regular day or shift shall be provided with a one (1) hour paid meal period at their regular rate.

H:03(7) The Employer shall supply the Recording Secretary of the Union on a quarterly basis, a list of all Employees indicating the overtime hours worked by each Employee and the number of overtime hours offered to each Employee who has previously signed up for overtime and then refuses same.

H:03(8) The Employer may schedule up to a maximum of fifteen (15) minutes of overtime per day for up to one-third (1/3) of the total number of crews.

Notwithstanding the above, the one-quarter (1/4) hour overtime for Split Shift Operators may only be added at the end of the first part of the split shift. It is understood that a Split Shift Operator will not work the second portion of the platform time.

Any scheduled overtime as per the provisions of this Article will be paid at one and one-half (1½) times the regular hourly rate.

H:04 **Sunday Work**

Article 14:03(2) shall not apply to Transit Operators, Rather, the following shall

apply:

- (1) Work performed by Casual Operators when a Sunday schedule is in effect shall be selected as per Article H:21(4)(g). Sunday crews shall be matched with Saturday crews. An appropriate rest period shall be provided between matched Saturday and Sunday crews.

Vacancies on Sundays or when a Sunday schedule is in effect shall be assigned to Casual Operators and Student Employee Operator through a separate rotation applying to these two (2) classes of Operators.

Notwithstanding the above, vacancies occurring on a Paid Holiday when Sunday service is in effect shall be distributed as per Article H:03(5), prior to being assigned to Casual Operators and Student Employee Operator on rotation.

Both Parties agree that a Casual Operator or Student Employee Operator working on a Sunday shall be paid at the regular rate of pay and shall receive the Sunday Shift Differential, specified in Article H:21(3) of this Agreement.

H:05 Shift Differentials

Article 14:01(3) (Hours of Work • Shifts) shall not apply to Transit Operations. Rather, the following shall apply:

| | |
|-----------------|---|
| Afternoon Shift | 16:00 - end of shift |
| Sunday Shift | Beginning of Shift on Sunday • end of Shift |

This shall also apply to Split Shift Operators in the afternoon during the second half of the split shift.

H:06 Sign Up Board of Crew Guides

H:06(1) A Sign-Up Board of Crew Guides provided by the Employers shall be posted for Permanent Operators to make their selection of the Crew Guide they desire by seniority not less than four (4) times per year effective in the months of April, June, the last half of August and the first half of the months of September and December. At the same time, the Employer shall post a date and time on which a Permanent Operator must make his/her selection, which date and time shall not be less than seven (7) calendar days after the posting of the Sign-Up Board. If the Permanent Operator does not make his/her selection on that fixed date and time, then a Union Steward designated by the Union shall make the run selection for the defaulting Operator by 9:00 a.m. of the day following the date and the time posted by the Employer, failing which, the Permanent Operator shall be bypassed and may make his/her selection from the remaining crews at any time prior to the finalization of the Sign-Up Board. New Crew Guides shall be posted in order that Permanent Operators can make their selection of the Crew Guide they desire by seniority. Once a Sign-Up Board of Crew Guides has been completed for selection purposes, no change shall be made to the Sign-Up Board and no change shall be made to the Crew Guides, unless by mutual agreement between the Union and Management. The Employer will not contact the Employee on Sundays for the purpose of securing crew bids. Should an Operator be scheduled for a long weekend at the commencement or termination of a crew bid and cannot successfully bid back into the same group because it is full, the said Operator shall be allowed to finish the long weekend provided the Employee agrees to work a subsequent day off at the regular rate when requested to do so by the Employer. The Employer agrees to provide the Employee with forty-eight (48) hours notice of the request to work the day off.

H:06(2) All unfilled crews remaining after the Sign-up Board has been completed, as determined in Article H:06(1) above, will be posted for a further two (2) week period. Subsequent vacancies created thereby will also be posted for a two (2) week period. Notwithstanding the above time periods, remaining unfilled crews will be offered or assigned to a Spare Board Operator.

H:07 Spare Board Work Distribution

Notwithstanding the choices below, all work assignments must be covered first by Operators at regular rate before Operators at overtime rate are used except for spare work. Operators on days off or overtime will only exercise their choice as listed below when;

H:07(1) There is a shortage of Operators at regular rate to complete all the assignments.

Notwithstanding the above, it is clearly understood and agreed to by both Parties that if spare work is available it must be assigned to Operators at overtime rate by seniority before they are allowed to select other assignments.

All Spare Boardwork will be offered in accordance with the choices laid out below:

- (a) First Choice: Regular Permanent or Probationary Spare Board Operators at regular rate by seniority;
- (b) Second Choice: Regular Permanent and Probationary Operators on regular day off at regular rate by seniority;
- (c) Third Choice: Other Permanent and Probationary Operators on day off at overtime rate by seniority;
- (d) Fourth Choice: Other Permanent and Probationary Operators on overtime by seniority providing the Operators concerned can absorb the piece of work;
- (e) Fifth Choice: Casual Operators at regular rate on a rotating basis;
- (f) Sixth Choice: Casual Employee Operator on **DAY OFF** at overtime rate by Seniority;
- (g) Seventh Choice: Casual Operators on overtime rate by seniority providing the Operators concerned can absorb the piece of work.
- (h) Eighth Choice: Student Employee Spare Board Operators at Regular rate;
- (i) Ninth Choice: Other Student Employee Operator on day off
- (j) Tenth Choice: Other Student Employee Operator on overtime provided the Operators concerned can absorb the piece of work.

H:07(2) All known work will be offered in the following fashion:

At 9:00 p.m. or 11:00 a.m., as the case may be, the Supervisor on duty will telephone those Operators who are scheduled to work as regular Spare Board Operators at regular rate by seniority to select their work assignment. The Supervisor on duty will then telephone those Operators who have indicated their desire to work overtime by signing the appropriate posting in accordance with Article H:03(5). Those who confirm their desire to work will be recalled by seniority to select their work assignment. If an Employee has previously indicated their desire to work and then refuses same, the call-in will not be adjusted and the overtime hours that would have been worked will be added to the list of overtime hours for that Employee.

Should additional work become available after the Supervisor has filled all known work assignments and there are no Operators available at regular rate, then the Operator with the least amount of overtime hours will be offered the work.

- (a) 9:00 p.m. call (prior night) all known work available on the following day up to and including the 1:00 p.m. report time and;

- (b) 11:00 a.m. call (same day) all known work on that **same** day available after the 1:00 p.m. report time.

Notwithstanding the above, vacancies for Sundays or Specified Paid Holidays when a Sunday Schedule is in effect, as per Article H:04, the Employer will notify the Casual Operator or Student Employee Operator who will be assigned to fill this vacancy as part of a separate rotation as soon as it is practical to do so.

It is understood by both Parties that no Casual Operator will be bypassed until 9:00 p.m. the night prior to the day of the vacancy.

H:07(3) The Employer may replace an Operator working at overtime rate as soon as a Permanent, Casual or Student Employee Operator at regular rate becomes available in accordance with the choices laid out below, provided that the Operator that is relieving does not work more than one (1) hour overtime before completing the assignment.

- (a) Student Employee Operator at overtime rate;
- (b) Casual Operator at overtime rate;
- (c) Permanent Operator on overtime by seniority;
- (d) Permanent Operator on regular day off at overtime rate by seniority.

H:07(4) On a daily basis the Employer shall replace a Casual Operator who has selected or been assigned work according to Article H:07 with a Permanent Operator on a regular day off at the regular rate as soon as such an Operator becomes available to perform the work.

H:08 Vacation R_____

H:08(1)(a) A Vacation Relief Operator is an Operator who during the June Sign Up Board of Crew Guides selects to relieve other Operators who are scheduled to take all or part of their annual vacation during the period of the June Sign Up Board of Crew Guides.

Where a Vacation Relief Operator selects or is assigned to fill a vacancy on a crew created by an Operator taking vacation it is agreed and understood that the Vacation Relief Operator shall then become a Regular Operator, Flex Shift Operator, Split Shift Operator, Steady Day Shift Operator and shall be subject to the normal daily hours of work and overall period of consecutive hours applicable to the selected or assigned crew guide.

When a Vacation Relief Operator selects or is assigned to fill a vacancy created by an Operator taking vacation the Vacation Relief Operator must select or be assigned to all the weeks of vacation that run consecutively for that Operator.

H:08(1)(b) The Parties agree that for the June Crew Bid, the following process will be implemented for the purpose of selecting Vacation Relief Crews:

Order of Selection

Vacation Relief Crew selection will be made in the following order:

- (i) First opportunity for the selection of vacation relief work will be given to Full Time Operator on a seniority basis.
- (ii) The remaining vacancies will be distributed among Casual Operators and Student Employee Operators as per Article H:21(4).

H:08(2) Transit Management will make every effort to assist Permanent Employees to adjust their work week so that they do not work less than eighty (80) hours bi-weekly or work more than eighty (80) hours bi-weekly not including platform time. Should an Employee work more or less than eighty (80) regular hours not including platform time in one pay period their hours will be adjusted in the next pay period.

H:09 **inactive Board**

Employees absent for thirty (30) calendar days prior to the posting of any Sign-Up Board, shall be placed on the Inactive Board, unless said Employees provide a valid medical certificate by no later than the commencement of the bidding process stating that they shall return to work within thirty (30) calendar days of the effective date of the new Crew Guides.

Should an Operator be unable to return to work within the thirty (30) calendar days of the effective date of the new Crew Guides, the Operator will be placed on the Inactive Board and the crew the Operator selected will be offered to all Operators by use of the Sign Up Board Procedures for Crew Guides as set out in Article H:11.

Employees on the Inactive Board shall not be allowed to bid. In the event that Employees on the Inactive Board return to work, they shall be placed on the Spare Board according to seniority.

H:10 **Vacation Relief Crew Guides**

The Employer shall prepare and post as part of the Sign-Up Board of Crew Guides for the bidding on the Crew Guides effective in June under Article H:09, vacation Relief Crew Guides. Notwithstanding Article H:09, any Operator scheduled to take all or part of his/her annual vacation during the period between the effective date of the commencement of the June Crew Guides and Labour Day, both inclusive, is not eligible to bid for the Vacation Relief Guides.

H:11 **Temporary Crew Guide Vacancies**

H:11(1) When an Operator's temporary vacancy of unknown duration or of a known duration of more than seven (7) calendar days occurs on a Crew, such vacancy will be posted and will include a copy of the current Crew Guide. The vacancy will be posted for bidding for a period of seven (7) calendar days from one Friday noon until the next Friday noon. This posting shall be the only posting and shall hereinafter be referred to as the "original posting" and no vacancy shall be posted on more than one (1) occasion.

H:11(2) The vacancy before the seven (7) calendar day posting period will be filled on the first day of the vacancy as Spare Board work to be distributed in accordance with Article H:07.

H:11(3) The vacancy during the seven (7) calendar day posting period will be offered to all unassigned Permanent and Spare Board Operators by seniority. If no Permanent or Spare Board Operator agrees to cover the vacancy, it will be filled on a day to day basis by a Casual Operator on rotation.

H:11(4) All unassigned Permanent or Spare Board Operators must contact the Inspector by 9:00 p.m. on the Friday of the closing date of all postings in order to select or be assigned to any unassigned vacancy. Failure to do so will result in the Operator concerned being bypassed and he/she shall make his/her selection or be assigned from the remaining vacancies as the case may be.

H:11(5) If two (2) or more Permanent or Spare Board Operators sign the original posting, then, firstly, the Permanent or Spare Board Operator in accordance with seniority, shall be designated according to his/her selection to fill the vacancy.

H:11(6) The successful Permanent or Spare Board Operator who fills the temporary vacancy concerned shall do so until the expiration of such vacancy unless he/she is the successful applicant on a posting on another different subsequent vacancy. In such case the Operator shall fill the former vacancy until the commencement date of the other subsequent posting. When filling any vacancy the Operator shall assume the same shifts and the same rotating days off as the Operator he/she is replacing.

H:11(7) The remainder of any vacancy created due to the operation of Article H:11(6) shall be open to Permanent and Spare Board Operators by seniority. A Permanent or Spare

Board Operator, who wishes to select such remainder of a vacancy must indicate his/her choice by signing the original posting and the selection must be made by noon of the Friday preceding the Monday commencement date of the remainder of the vacancy.

H:11(8) If no Permanent or Spare Board Operator, signs the original posting for a vacancy or remainder of a vacancy by noon of the Friday preceding the Monday commencement date, then the vacancy or remainder of a vacancy, will be assigned by the Employer Spare Board Operators according to the least seniority the remainder of the vacancy, unless she/he is the successful applicant on a posting of another different subsequent vacancy.

H:11(9) If no Permanent or Spare Board Operators are available for a vacancy and the vacancy is filled by a Casual Operator on rotation until a Permanent or Spare Board Operator becomes available, at such time as a Permanent or Spare Board Operator becomes available, the vacancy may be filled by such Operator on a day to day basis until the Monday commencement date of the remainder of the vacancy.

H:11(10) Notwithstanding anything herein contained where an Operator voluntarily resigns, is transferred or is discharged, then the Operator's position shall be filled by use of the Sign-Up Board procedure for Crew Guides set out in Article H:11.

H:12 Charters

H:12(1) Operators required for Charter work on Sundays or Paid Holidays shall be remunerated in accordance with the provisions of the Collective Bargaining Agreement.

H:12(2) All hours worked in excess of the guaranteed minimum of eight and one-half (8½) hours will be paid at time and one-half (1½ x).

H:12(3) Upon returning from an Equipment Pick-up, an Operator shall be deemed to have completed his/her daily assignment.

H:12(4) Charter Work, not requiring overnight duty, operated from Monday to and including Saturday, shall be posted at least three (3) days prior to the date of the charter and shall be distributed in accordance with the provisions of Article H:07 of the Collective Bargaining Agreement. Charters with less than three (3) days notice shall be treated as spare work in accordance with the terms of the Collective Bargaining Agreement.

Notwithstanding the above, Operators who select charter work other than in accordance with the provisions of Article H:07 shall report for work one-half (½) hour prior to the scheduled departure time of the charter and shall be paid in accordance with the terms of the Collective Bargaining Agreement.

H:12(5)(a) Charter Work not requiring overnight duty which occurs on a Sunday or Holiday, as described in the Agreement shall be posted at least three (3) days prior to the date of the Charter and shall be distributed among the Permanent and Probationary Operators in accordance with equal distribution of overtime. Should insufficient notice be received by the Employer to post the Charter Work, then every attempt will be made to contact Permanent and Probationary Employees and offer them the work in accordance with the equal distribution of overtime.

H:12(5)(b) Compensation at the rate of time and one-half (1½ x) the regular rate per hour shall be paid for all Charter work performed on Sunday or Holiday with a guaranteed minimum of four (4) hours pay for four (4) hours work or less. The provisions of this paragraph shall not apply to regular shift Employees provided said Employees are scheduled to work on that day.

H:12(6) Should Inspectors be required for Charter Work, they shall do so in a supervisory capacity only, and they shall not be permitted to drive.

H:12(7) In the event that the Employer reinstates the scheduling of Overnight Charters, the Parties agree that the provisions of Article H:12(1), Article H:12(2), Article H:12(4), Article H:12(6), Article H:12(8), and this article will apply.

H:12(8) Picking Up Additional Equipment

The picking up of additional equipment will be offered to all Permanent Operators on a seniority rotation basis. Employees shall be remunerated the equivalent of eight and one-half (8½) hours basic pay per calendar day while assigned to equipment pick-up duties. In addition, the Employees' expenses shall be paid by the Employer. A Supervisor will be allowed to accompany each group, and act in a supervisory capacity.

It is agreed and understood that Permanent and Probationary Employees shall receive Equipment Pick-Ups available on the seniority basis.

H:13(1) Uniforms

The Employer agrees to supply Permanent Operators with uniforms and necessary accessories on the following basis:

Operators shall be credited with ninety-four (94) points on odd numbered years and one hundred and four (104) points on even numbered years which may be used to acquire uniforms.

The Employer shall ensure that the point value of one (1) standard uniform shall not exceed ninety-five (95) points.

A standard uniform shall consist of:

- one (1) tunic - thirty (30) points each **OR** one (1) waist length nylon jacket - twenty (20) points each
- two (1) pairs of trousers - twenty (20) points each
- four (4) shirts - five (5) points each
- one (1) cap - ten (10) points **OR** one (1) sweatshirt - twenty (20) points
- four (4) ties - one (1) point each

Parkas shall be made available on even numbered years and shall have a value of twenty (20) points.

The Employer may add or remove additional items at its sole discretion. The point value of the additional items shall be determined by the Employer.

The term "accessories" shall be deemed to mean Punch, Safety Badge and Instruction Manual. The Employer shall issue uniforms to all Operators by no later than May 15th of each year.

No unauthorized alterations shall be made to the standard uniform or to the accessories supplied.

A female seamstress shall be available upon request.

H:13(2) Both Parties agree that Operators must actually work a minimum of one hundred and fifty (150) days in each year in order to be entitled to uniforms and accessories described in Article H:13(1).

H:13(3) Notwithstanding the provisions of Article H:13(2), should a change in uniform style be made while an Operator is on a Leave of Absence extending beyond one hundred and fifty (150) days for whatever reason, the Employer will order any portion of the uniform or any of the accessories which have been changed by no later than ten (10) working days following the Operator's return to work.

H:13(4) The Employer agrees to supply Student Employee Operators with a uniform and necessary accessories on the following basis: one (1) pair of summer trousers and two (2) short-sleeved shirts. The term "accessories" shall be deemed to mean Punch and Instruction Manual.

No unauthorized alterations shall be made to the standard uniform or to the

accessories supplied.

H:13(5)(a) If the employment of an Operator terminates within the first six (6) months of service, the Operator shall reimburse the Employer with the full amount of the cost of those parts of the standard uniform which are not returned by the Operator to the Employer.

H:13(5)(b) If the employment of an Operator terminates after serving more than six (6) months but not less than twelve (12) months with the Employer, the Employee shall then reimburse the Employer with fifty (50%) percent of the amount of the cost of those parts of the standard uniform not returned by the Operator to the Employer.

H:13(5)(c) If the employment of an Operator terminates after service twelve (12) months or more with the Employer, then the Operator shall be entitled to retain all of the standard uniform and the Operator shall not incur any recover cost therefore.

H:13(5)(d) If the employment of an Operator terminates, the Operator shall return all accessories supplied by the Employer. For those accessories the Operator fails to return, the Operator shall reimburse the Employer with the full replacement cost of those accessories.

H:13(5)(e) Upon retirement or should an Employee die while in the service of the Employer, no recovery cost will be incurred.

H:13(6) The Employer will ensure that those Employees who are required to wear uniforms are measured for size once per year.

A female seamstress shall be available upon request.

H:13(7) Dry Cleaning Allowance

The Employer agrees to a ONE HUNDRED (\$100.00) DOLLAR cleaning allowance per year for all Transit Operators, This allowance shall be paid to the Employees on or before the 15th day of December. Both Parties agree that Employees must actually work a minimum of one hundred and twenty (120) days each year in order to be entitled to a dry cleaning allowance.

H:13(8) The Employer will endeavour to ensure that all necessary alterations to Operators' Uniforms will be completed within forty five (45) days of measurement.

Both parties agree that in the selection of uniforms, all Operators will ensure that they are in possession of one (1) tunic and a complete standard uniform in good condition.

H:13(9) Dry Cleaning Provision

The Employer will assume the cost of dry cleaning an Operator's uniform a portion thereof when, in the opinion of Management, the uniform was soiled due to unusual circumstances while the Operator was engaged in the performance of his/her duties.

H:13(10) Article 12:03 of the Base Agreement (alternated day served for Specified Paid Holidays) shall not apply to Transit Bus Operators. Rather, Transit Bus Operators will serve Specified Paid Holidays on the days they occur.

H:14 Annual Vacations

H:14(1) Paid Holiday During Vacation Period

Should any of the Holidays provided for in this Agreement fall during an Employee's vacation period, then an extra day of vacation with pay in lieu of the said Holiday shall be granted to the Employee with one ~~of~~ the following options:

- (a) Select a day in lieu which will be taken at a time mutually agreed to between

the Employee and the Inspector, provided that notwithstanding the provisions of Article H:21(4)(a), a Casual Employee may be utilized to relieve the Employees for the lieu day.

- (b) Should the Employee elect to take the lieu day on a day other than the day immediately following the Employee's scheduled vacation, the Employee shall either schedule the lieu day or actually take the lieu day by no later than December 1st of each year.

Notwithstanding the above, should the Employee fail to schedule the lieu day or actually take the lieu day, at a mutually agreed upon time, by the December 1st deadline, then the Employer will schedule the lieu day at its discretion prior to December 31st.

H:14(2) A vacation week shall be from Monday to Sunday inclusive.

H:14(3) Vacation Entitlement- Transit Operators

Both Parties agree that by December 1st of each year the Employer will post a list containing the names of all Operators, their vacation entitlement, and the date they are to make their vacation selection for the coming year.

H:14(4) Should an Operator fail to make his/her selection on the date posted he/she would be bypassed, but would be permitted to select his/her vacation from any remaining dates at any time between the date he/she was to bid and December 31st.

Should an Operator fail to make a selection by December 31st, he/she would then be assigned any opening left at that time.

H:15 Medical Re-checks

H:15(1) The Union agrees that the Employer shall have the right once each calendar year to send Employees for medical re-checks and eye tests, the cost thereof, to be borne by the Employer.

H:15(2) An Employee shall have the right, upon receipt of the medical report or eye report, to provide evidence to the contrary at the Employee's own expense.

H:15(3) In the event that the reports do not agree, differences may be settled in accordance with the grievance procedure and, in default of settlement at this stage, it shall be settled by an Arbitration Board formed of three (3) qualified medical practitioners. One (1) qualified medical practitioner shall be appointed by the Union within seven (7) calendar days of the end of the grievance procedure and one (1) qualified medical practitioner shall be appointed by the Employer within seven (7) calendar days of the end of the grievance procedure. Both of these appointees shall appoint a third (3rd) qualified medical practitioner who shall be the Chairman of the Arbitration Board.

In default of such appointment, either party may apply to the Ontario Labour-Management Arbitration Commission for such appointment. The decision of the Board so constituted shall be binding upon both Parties. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, then the decision of the Chairperson governs.

H:16 The Employer will issue Lifetime Bus Passes to all Employees who retire from the Transit Section.

H:17 The Employer guarantees that Probationary and Permanent Employees currently employed will not be laid off as a direct result of the utilization of Casual Employees.

H:18 Student Employee Operator

Article 28:05 of the Collective Bargaining Agreement (Definition of Student Employee) shall not apply. Rather the following shall apply:

H:18(1) Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to hire Student Employee Operators during the period of April 15th- September 30th, the period between the second Friday in December to the first Sunday in January inclusive and during the March break, each year to perform work for the Employer. The employment of such Employees may be terminated at any time without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 18 hereof as the basis of termination.

H:18(2) Notwithstanding any other provisions in this Agreement to the contrary, Student Employee Operators are neither Permanent nor Casual nor Probationary Employees and they do not have any seniority. In addition, any lay-off of such Employees is deemed to be a termination of their employment notwithstanding Article 9.

H:18(3) Rate of Pay - Student Employee Operator

When detailing Employees to relieve in positions of higher rating under Article 11:01, the Employer shall first detail Permanent or Casual Operators unless none are available at which time the Employer may then detail Student Employee Operators. Student Employee Operators shall be paid a rate of SEVENTEEN DOLLARS AND THIRTY-ONE CENTS (\$17.31) per hour, and that rate shall be subject to any General Wage Increases negotiated under this Agreement,

H:18(4) Student Employee Operators shall be added to the casual rotation and be subject to work assignments as detailed in Article H:21(4).

H:19 Late Night Service

Should City Council decide to cancel or modify late night service the Parties will meet within thirty (30) days of the decision to search out and mutually agree to alternatives. If alternatives cannot mutually be agreed to the Employer could implement the following:

Up to a maximum of five (5) Split Shift Operators could be scheduled to have a finishing time no later than 10:30 p.m.

H:20 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 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 executive of CUPE and its Local 4705.

H:21 Casual Operators

H:21(1)(a) A Casual Operator is an Employee hired to work as a Transit Operator in the Transit Division. All provisions that apply to Part Time Employees (as detailed in Schedule "C") shall apply to Casual Operators except as detailed in Article H:21. All provisions that apply to Full Time Transit Operators (as detailed in Schedule "H") shall apply to Casual Operators, except as detailed in Article H:21 of this Collective Bargaining Agreement. Where Schedule "C" and Schedule "H" as it applies to Casual Operators conflict, Schedule "H" will apply.

Article C:11 of Schedule "C" (Hours of Work) shall apply, save that it is understood that Casual Operators may work up to forty (40) hours per week without violating the Collective Bargaining Agreement.

H:21(1)(b) It is expressly understood that Article 14:03(1) (Saturday overtime) and Article 14:03(2) (Sunday overtime) shall not apply to Casual Operators.

H:21(2) Both Parties agree that any work made available to Casual Operators other than Saturday work selected as per Article H:21(4)(g) or Sunday work as per Article H:04 will be distributed as equally as possible among Casual Operators and Student Employee Operators on a daily rotating basis.

Vacancies when a Sunday schedule is in effect as per Article H:04 will be assigned to Casual Operators and Student Employee Operators as part of a separate rotation.

A Casual Operator or Student Employee Operator may be assigned multiple pieces of work per call out, the total of which will not exceed eight (8) hours. A Casual Operator or Student Employee Operator may be offered additional work on the following call out. This additional work may be declined.

H:21(3) Both Parties agree that a Casual Operator working on a Sunday shall be paid at regular rate and shall receive a Sunday Differential of **ONE DOLLAR AND NINETY-FIVE CENTS (\$1.95)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective April 1st, 2006, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO (\$2.00) DOLLARS.**

Effective April 1st, 2007, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND FIVE CENTS (\$2.05).**

Effective April 1st, 2008, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TEN CENTS (\$2.10).**

Effective April 1st, 2009, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND FIFTEEN CENTS (\$2.15).**

H:21(4) Work Assignments

In addition, the following shall apply:

H:21(4)(a) Casual Operators shall be eligible for assignments of work on a daily rotating basis which results from any absences for any reason.

H:21(4)(b) Spare work as shown on those Crew Guides not included in the Sign-Up Board of Crew Guides as defined in Article H:06(1) may only be assigned to Casual Employees after it has been offered to and rejected by Permanent and Probationary Employees. (Offered means the Employee must sign the appropriate posting.)

H:21(4)(c) The Employer may utilize the services of a maximum of five (5) Casual Operators on Saturday without having to offer the work to Permanent Employees.

H:21(4)(d) Both Parties agree that any work made available to Casual Operators will be distributed as equally as possible among the Casual Operators. The work will be distributed on a rotating basis as follows:

Casual Operators will be assigned on a rotating basis to crews by the Platform Time of each Crew. Should two (2) or more crews have the same Platform Time then the Casual Operators will be assigned the available work starting with the Crew with the lowest Crew number in an increasing order. As an example, should there be vacancies on Crews 5, 15 and 39, the first Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 5, the second Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 15, and the third Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 39.

H:21(4)(e) The Employer may use a Casual Operator at regular rate to replace a Permanent Operator who is working at overtime rate if the Permanent Operator was assigned or selected a crew.

H:21(4)(f) Article H:02(9) of this Schedule (Reporting Pay) shall not apply to Casual Operators. Rather, Casual Operators shall be entitled to a minimum of two (2) hours pay for two (2) hours work or less when called out for duty.

H:21(4)(g) A Sign-Up Board of Crew Guides specifically relating to Saturday work due to Permanent and Probationary Operators being on their regular days off shall be posted by the Employer. Casual Operators shall make their selection of the Crew Guides they desire by seniority not less than four (4) times per year effective in the months of April, June, the last half of August or the first half of the months of September and December. At the same time the Employer shall post the date and time on which the Casual Operator must make his/her selection, which date and time shall not be less than seven (7) calendar days after the posting of the Sign-Up Board. If the Casual Operator does not make his/her selection on that fixed date and time the Casual Operator concerned will be by-passed and he/she shall make his/her selection or be assigned from the remaining vacancies as the case may be.

H:21(4)(h) Casual Operators will be paid for actual time worked on Saturday crews selected as per the terms of this Article.

Platform time will be paid in addition to the hours on a completed crew.

H:21(5) Article C:09 of Schedule "C" (fifteen (15) minute rest period) shall not apply to Casual Operators.

H:21(6) Casual Seniority

H:21(6)(a) Article 8:00 (Seniority) shall apply to Casual Bus Operators, and the amendments to Article 8:00 in Schedule "C", shall also apply to Casual Bus Operators. However, the Employer shall keep two (2) lists for the purpose of determining the seniority of a Casual Employee.

(i) List 1 shall be based on credited points and shall be used only for the purposes of promotion, only where two (2) or more Casual Operators comprise the entire pool of applicants from within the Bargaining Unit, and on Crew Guide Selection as outlined in Article H:21(4)(g). When a Casual Operator works in a capacity other than a Casual Operator, in accordance with the provisions of the Collective Bargaining Agreement, provided they are available for work, they shall be credited with one (1) seniority point, each time the call in rotation passes the Employee's name, and one seniority point for each scheduled Saturday or Sunday the Casual Operator would have worked, up to a maximum of five (5) points per week.

(ii) List 2 shall be per Article 8:00 of the Agreement.

H:21(6)(b) Casual Employees shall be credited with one (1) seniority point for every day that the Casual Employee works to a maximum of five (5) seniority points for each week, a week being Saturday to Friday inclusive. Notwithstanding the above, a Casual Employee may work on more than five (5) occasions in a week.

H:21(6)(c) Only those Casual Employees scheduled to work on a Paid Holiday or called into work on rotation on a Paid Holiday shall receive seniority credit for the Paid Holiday.

H:21(6)(d) A Casual Employee who attends a mandatory training program shall be credited with one (1) seniority point each time the call in rotation passes the Employee's name and one (1) seniority point for each scheduled Saturday or Sunday the Casual Employee would have worked.

H:21(6)(e) A Casual Employee who is off work and on Pregnancy and/or Parental Leave or who is off work and has applied for Workplace Safety Insurance Board Benefits or who is off work due to Bereavement Leave shall be credited with one (1) seniority point each time the call in rotation passes the Employee's name and one (1) seniority point for each scheduled Saturday or Sunday the Casual Employee would have worked.

H:21(6)(f) Unavailability For Work

Article C:03(c) of Schedule "C" does not apply to Casual Bus Operators. Rather the following will apply: Seniority rights shall cease and employment shall be terminated if unavailable for work on four (4) consecutive occasions when the Employee is

contacted by his/her Inspector to appear for work, unless reasonable explanation, acceptable to the Employer, is provided by the Employee:

For the purpose of this Article, the Employer's obligation to contact a Casual Employee will be met when a telephone call has been placed and documented by the Inspector or when a personal contact with the Employee has been made by the Inspector.

A documented telephone call will be deemed to be completed when the Inspector has called all telephone/pager numbers provided to the Employer by the Casual Employee up to a maximum of two (2) different numbers.

Notwithstanding the above, a Casual Employee will be considered unavailable for work for a maximum of two (2) occasions within a twenty-four (24) hour period, when contacted by a Inspector.

The provisions of this Article do not apply to a Casual Employee who requests, and is granted a Leave of Absence resulting in the Casual Employee removing themselves out of the normal rotation.

H:21(7) Article C:21 (Group Insurance) shall not apply to Casual Operators, rather for Casual Operators, the Employer agrees to contribute one hundred (100%) percent of the total premium cost for the following plans:

H:21(7)(a) Liberty Health Comprehensive Extended Health Care (or equivalent carrier), including Overage Dependant Student Coverage; **THREE HUNDRED AND (\$300.00) DOLLARS** eye glass subsidy; Effective April 1st, 2006 - **THREE HUNDRED AND TEN (\$310.00) DOLLARS**; Effective April 1st, 2007 - **THREE HUNDRED AND TWENTY-ONE (\$321.00) DOLLARS**; Effective April 1st, 2008 - **THREE HUNDRED AND THIRTY-TWO (\$332.00) DOLLARS**; Effective April 1st, 2009 - **THREE HUNDRED AND FORTY-TWO (\$342.00) DOLLARS**.

One (1) eye examination every twenty-four (24) months, to a cap of **FIFTY (\$50.00) DOLLARS**.

H:21(7)(b) Liberty Health Dental Plan #9, including space maintainers (or equivalent carrier), including Overage Dependant Student Coverage; (current O.D.A. Fee Schedule)

H:21(8) Article C:07 shall not apply to Casual Operators, rather the following shall apply. The Casual Employees vacation pay will not be paid out on each pay cheque, like other Part Time Employees. Casual Employees' vacation period will be calculated based on the following formula:

- (a) Casual Employees with less than sixteen (16) hours worth of accumulated vacation pay will not be permitted any vacation entitlement. Any unused vacation pay will be paid out by the end of January.
- (b) Casual Employees with a minimum of sixteen (16) hours worth but less than sixty (60) hours worth of accumulated vacation pay will be scheduled for one (1) week of vacation.
- (c) Casual Employees with a minimum of sixty (60) hours worth but less than one hundred (100) hours worth of accumulated vacation pay will be scheduled two (2) weeks of vacation.
- (d) Casual Employees with a minimum of one hundred (100) hours worth of accumulated vacation pay will be scheduled for three (3) weeks of vacation.
- (e) Vacation pay entitlement for Casual Employees will continue to be determined as follows:
 - (i) Probationary Casual Employees shall receive four (4%) percent of their gross earnings up to one thousand and forty (1,040) hours of work.

- (ii) Casual Employees who have accrued more than one thousand and forty (1,040) hours of work but less than four (4) years of credited service shall receive five (5%) percent of their gross earnings.
- (iii) Casual Employees who have accrued four (4) or more years of credited service shall receive seven (7%) percent of their gross earnings.
- (f) Casual Employees will be paid an amount equal to their accumulated vacation pay divided by the number of weeks of vacation entitlement as per Article H:21(8)(a), Article H:21(8)(b), Article H:21(8)(c) and Article H:21(8)(d) of this Agreement. This vacation pay will be paid to the Employee through the normal payroll process when their vacation is taken.
- (g) Casual Employees will accumulate seniority points during their vacation period based on the number of occasions they would have been called into work if they had not been on vacation. The accounting of this process will be the responsibility of Sudbury Transit Management.
- (h) A Casual Employee who becomes a Full Time Employee will be required to take his/her vacation as scheduled in that vacation year. In the vacation year following, the former Casual employee will only be entitled to paid vacation equivalent to any earned but unused vacation from his/ her last year as a casual Employee.
- (i) Casual Bus Operators will select vacations during January of each year based on their individual seniority. Vacation periods will be based on weeks starting on Mondays and ending on Sundays. Vacation periods will be taken commencing with the week starting on the first Monday in February of one year and ending with the week starting on the last Monday in January of the following year.
- (j) Notwithstanding the above, should a Casual Bus Operator be successful to a Permanent Bus Operator posting prior to taking all his/her vacation in the year of appointment, his/her unused, approved, vacation blocks will be offered to those Permanent Bus Operators with vacation blocks remaining in the year by seniority. Notice of the available blocks will be posted on Transit bulletin boards for seven (7) calendar days. On the first (1st) weekday following the posting period, Employees will be polled for the available blocks by seniority. Should a Permanent Bus Operator select the block available, the new Permanent Operator will lose that block, and the selecting Operator must then immediately advise which approved block she/he will release, with the process continuing down the seniority list, with consideration to the vacation blocks available for trade for the balance of the year. The process will be verbal, with Operators contacted by radio, telephone, or in person. Should an Operator not be available for contact during the selection process she/ she will be bypassed.
- (k) The vacation block(s) will be scheduled based on one (1) Casual Bus Operator being away from work year round. However, two (2) Casual Bus Operators may be scheduled to satisfy the vacation entitlement as calculated in Article H:21(8)(a), Article H:21(8)(b), Article H:21(8)(c) and Article H:21(8)(d) of this Agreement.
- (l) It is understood by the Parties that it is compulsory for all Casual Employees to take vacation based on the formula outlined in Article H:21(8)(a), Article H:21(8)(b), Article H:21(8)(c) and Article H:21(8)(d) of this Agreement.

H:21(9) Article C:12 of Schedule "C" shall apply, save that overtime rates for Casual Operators shall be paid for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week except Flex Shift Crews. Article H:03 - Overtime shall apply to Casual Operators.

H:21(10) Article H:13 (Uniforms) shall not apply to Casual Operators. Rather, the

following shall apply:

The Employer agrees to supply Casual Operators with uniforms and necessary accessories on the following basis:

Casual Operators shall be credited with points which may be used to acquire uniforms as per the following formulas:

For odd numbered years - seniority points x ninety-four (94) / two hundred and sixty (260) = credited points.

For even numbered years - seniority points x one hundred and four (104) / two hundred and sixty (260) = credited points.

Seniority points shall be calculated from January 1st to December 31st of the preceding year. Only fifty (50%) percent of the points can be carried over from one year to the next, and points may only be carried over for one (1) year.

Uniform articles made available to Casual Operators for selection shall be the same as articles made available to Permanent Operators.

Upon successful completion of the Casual Operator's initial training program, the Casual Operator shall receive:

One (1) nylon jacket
Two (2) pairs of trousers
Four (4) shirts
Four (4) ties

The term accessories shall be deemed to mean punch, safety badge and instruction manual. Ownership of uniforms and accessories shall be vested in the Employer.

No unauthorized alterations shall be made to the standard uniform or to the accessories supplied.

Both Parties agree that in the selection of uniforms, all Operators will ensure that they are in possession of one (1) tunic and a complete standard uniform, as described in Article H: 13 (1), in good condition.

H:21(11) Casual Workforce Requirements

The Employer is entitled to employ Casual Operators up to a maximum of one-half (½) the number of Permanent Operators in the employ of the Employer, plus one (1) more.

LETTER OF COMMITMENT**HLC:01 Transportation For Bus Operators**

Transit Bus Operators in uniform, will be provided free transportation on the transit system, for purposes of coming to work, and returning home at end of **shift** only.

HLC:02 Hiring Rates For Bus Operators

In recognition of the wage scale (without steps) that existed for Bus Operators under the previous Agreement, it is agreed that when hiring/promoting Bus Operators, they shall not be initially paid below Step 3 of the applicable Pay group for the classification.

HLC:03 Evaluation of Transit Bus Operators

The Parties have agreed to address the treatment of this position (which was formerly outside of any Job Evaluation Plan) in terms of the adequacy of this Job Description and rating, through Collective Bargaining. The agreed upon Job Description is that dated July 23rd, 2001, and the agreed upon rating is that dated June 19th, 2002. The Parties agree that these documents will be effective for the term of this Agreement, and the Job Description and Ratings shall not be subject to the "Job Implementation and Evaluation Procedures", "Job Challenge Procedures" or Arbitration Procedures of the new Job Evaluation Plan for the term of this Agreement. The Parties agree that the agreed to evaluation for Transit Bus Operators shall not be used as a Benchmark job, or comparator, under the new Job Evaluation Manual.

ROTATING SCHEDULE OF DAYS OFF
PERMANENT AND PROBATIONARY OPERATORS

SHIFT 1

| <u>SAT</u> | <u>SUN</u> | <u>MON</u> | <u>TUES</u> | <u>WED</u> | <u>THURS</u> | <u>FRI</u> |
|------------|------------|------------|-------------|------------|--------------|------------|
| X | X | X | W | W | W | W |
| W | X | W | W | W | W | W |
| X | X | X | W | W | W | W |
| W | X | W | W | W | W | W |

SHIFT 2

| <u>SAT</u> | <u>SUN</u> | <u>MON</u> | <u>TUES</u> | <u>WED</u> | <u>THURS</u> | <u>FRI</u> |
|------------|------------|------------|-------------|------------|--------------|------------|
| W | X | W | W | W | W | W |
| X | X | X | W | W | W | W |
| W | X | W | W | W | W | W |
| X | X | X | W | W | W | W |

X - DENOTES DAY OFF

W - DENOTES DAY TO WORK

SCHEDULE "I"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CITIZEN SERVICES DIVISION

All articles of the "Base" Collective Bargaining Agreement shall apply to Employees working in the Citizen Services Division of the Community Development Department except as follows:

1:01(a) Hours of Work: Citizen Service Centres, Libraries, Call Centre, Museums

Article 14:01(1) shall not apply to Employees working in the Citizen Services Division. The normal hours of work for these Employees shall be as follows:

Monday to Friday between 8:00 a.m. and 9:30 p.m.
Saturday and Sunday between 8:00 a.m. and 6:00 p.m.

Full Time Employees shall work five (5) consecutive days between Monday and Saturday consisting of seven (7) consecutive hours per day exclusive of a one (1) hour lunch period (thirty-five (35) hour work week).

1:01(b) It is agreed for the Term of this Agreement that Full Time Employees shall not be required to work on Sunday unless the work schedule is changed by mutual agreement or is changed when necessary to maintain continuity of service to the public. Part Time Employees shall be required to work on Sundays.

1:01(c) Article 14:01(1) shall not apply to office Employees at the MacKenzie Street Library. Rather, they shall work five (5) consecutive days between Monday and Friday consisting of seven (7) hours per day between 8:00 a.m. and 5:00 p.m. exclusive of a one (1) hour unpaid lunch period (thirty-five (35) hour work week). When assigned to public service work, Article 1:01(a) shall apply to these Employees.

1:01(d) Article 14:01(1) shall apply to Citizen Service Representatives working at Tom Davies Square.

1:02 The Call Centre Lead and Call Centre Representative shall work five (5) consecutive days between Monday and Friday consisting of eight (8) consecutive hours per day exclusive of a one-half (½) hour lunch period [forty (40) hour work week].

1:03 The Curator shall work five (5) consecutive days between Saturday and Friday, consisting of eight (8) consecutive hours per day exclusive of a one-half (½) hour lunch period (forty (40) hour work week).

1:04(a) Both Parties recognize the difficulty of arranging flexible working hours for Citizen Service Employees. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Citizen Service Employee and his/her Immediate Supervisor.

1:04(b) The Employer will make every reasonable effort to schedule Full Time Employees to work no more than two (2) weekends which shall be consecutive in a six (6) consecutive week period.

1:05(a) The Sunday schedule of operations shall commence on the Sunday after Thanksgiving weekend in one year and continue to the Sunday prior to the Victoria Day weekend in the immediate following year inclusive.

1:05(b) The summer schedule of operations shall commence on the first Monday in June and continue to the first Monday of September inclusive in any given year.

1:06(a) The Employer agrees to post a master work schedule in September of any given year. Further, the Employer agrees to post a relief schedule by no later than the twenty-fifth (25th) calendar day of each month. The relief work schedule shall cover a period of no less than four (4) weeks and no greater than six (6) weeks. The relief work schedule

will show the daily **hours of work** and **the days of work** for each Employee.

1:06(b) Once the relief schedule is posted, changes shall not be made to the schedule unless mutually agreed upon by the Employee and his/her Immediate Supervisor or for legitimate business purposes to provide for continuity of public service.

1:07 Part Time Employees shall receive a Sunday Differential of **ONE DOLLAR AND NINETY-FIVE CENTS (\$1.95)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply,

Effective April 1st, 2006, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO (\$2.00) DOLLARS.**

Effective April 1, 2007, the Sunday Shift Differential will increase by Five **(\$0.05) Cents to TWO DOLLARS AND FIVE CENTS (\$2.05).**

Effective April 1, 2008, the Sunday Shift Differential will increase by Five **(\$0.05) Cents to TWO DOLLARS AND TEN CENTS (\$2.10).**

Effective April 1, 2009, the Sunday Shift Differential will increase by Five **(\$0.05) Cents to TWO DOLLARS AND FIFTEEN CENTS (\$2.15).**

1:08 **Specified Paid Holidays**

Notwithstanding the provisions of Article 12:00 - SPECIFIED PAID HOLIDAYS, both Parties agree that in the event that a paid holiday falls on an Employee's regular day off, said Employee may elect to receive a day's pay in lieu or a day off in lieu at a time mutually agreed to between the Employee concerned and his/her Supervisor.

1:09 **Overtime**

1:09(a) Notwithstanding the provisions of Article 14:04, Article 14:05 and Article 14:06, both Parties agree that any Employee requested or authorized to work in excess of the regular work day, or on a paid holiday, may be granted time off as mutually agreeable between the Employee and the Supervisor involved. Such time off shall be at the appropriate overtime/premium rate times the actual hours worked and be limited to a total accumulation of five (5) regular working days. It is further agreed and understood that any such accumulated time not taken by December 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 14:04 and Article 14:05. Bank Time may be used to top up approved WI benefits.

1:09(b) 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, overtime shall be assigned to qualified Part Time Staff with the lowest seniority.

Notwithstanding the above, where there are no qualified Part Time Staff available in the classification where overtime is required and all Full Time Staff have refused overtime, then overtime shall be assigned to Full Time Staff with the lowest seniority in the affected classification.

1:10 The Employer agrees that protective smocks and/or coveralls shall be made available to Employees as conditions require.

1:11 **Use of Volunteers**

The Parties agree that because of the unique nature of Library Services within CGS, language around the use of Volunteers is needed for Schedule "I" facilities only, as follows:

- (1) Volunteers are those individuals who perform a service for the Library with no personal financial gain. The Parties agree that Volunteers do not replace paid staff, but enrich and enhance library services.

- (2) Work normally assigned to Bargaining Unit Members shall not be performed by Volunteers. Volunteers will only be utilized when there is paid staff on-site.
- (3) The Employer shall not be restricted in the use of Volunteers for the delivery of homebound services, fundraising, computer training for the public, or special projects. The Employer agrees to discuss with the Local Union the utilization of Volunteers for special projects prior to the commencement of the project.
- (4) The Employer shall provide to the Local Union every six (6) months a list of the Volunteers and hours worked by each Volunteer for the previous six (6) months.

“SCHEDULE”

LETTER OF COMMITMENT

ILC:01 Evaluation of Masters' Degree In Library Science (MLS)

The Parties recognize that one (1) predecessor Employer, the Sudbury Public Library (SPL), and a predecessor Union - CUPE Local 207 (SPL), allowed an extra thirty (30) points in evaluating the Education factor (above the one hundred and fifty (150) point maximum allowed on the scale of the Job Evaluation Plan in use), when evaluating SPL positions where a MLS was required. The Parties have agreed that recognition of this additional education is not required for a Job Evaluation Compensation System to be Gender Neutral as defined in the *Pay Equity Act* (as partial resolution of Commission Complaint File #04.15772).

Notwithstanding the above, the Parties agree in settlement of the application to Review Services of the Pay Equity Commission, that current and future incumbents in any of the job classes listed below who are required to possess and who possess a MLS shall, for as long as they occupy a position listed below, be paid one (1) pay group above that which their rating by the CGS Job Evaluation Committee places the Job class for Job Evaluation/Pay Equity purposes:

- Co-ordinator of Library Collections
- Collections Librarian
- Information Services Librarian
- Reader's Advisory Service Librarian
- Archivist
- Virtual Librarian
- Children's Librarian

Previously grand parented incumbents, who do not possess a MLS [REDACTED] - Information Services Librarian, [REDACTED] - Reader's Advisory Service Librarian, and [REDACTED] - Children's Librarian, shall, for as long as they occupy the job class, be paid one (1) pay group above that which their rating by CGS's Job Evaluation Committee places the job class for Job Evaluation/Pay Equity purposes,

SCHEDULE "J"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CHILDREN'S SERVICES DIVISION

All articles of the "Base" Collective Bargaining Agreement shall apply to Employees working in the Children's Services Division of the Community Development Department except as follows:

J:01 Hours of Work

J:01(a) Article 14:01(1) and Article 14:01(3) shall not apply to Employees working in the Day Care Centres of the Children's Services Division. The normal hours of work for Employees working in the Day Care Centres shall be as follows:

Monday to Friday

Day Shift - seven (7) hour shifts with a one (1) hour unpaid lunch between 7:00 a.m. and 5:30 p.m. (staggered starting times)

Afternoon Shift - seven (7) hour shifts with a one (1) hour unpaid lunch between 4:00 p.m. and 12:00 midnight (staggered starting times)

Saturday

Day Shift - seven (7) hour shifts with a one (1) hour unpaid lunch between 8:00 a.m. and 6:00 p.m. (staggered starting times)

J:01(b) Full Time Employees shall work thirty-five (35) hours per week between Monday and Saturday at seven (7) consecutive hours per day exclusive of a one (1) hour lunch period.

J:02 Full Time and Regular Part Time Employees regular hours will be scheduled at least three (3) weeks in advance. Changes to the schedule shall not be made unless mutually agreed upon between by the Employee and his/her immediate Supervisor, or for legitimate business purposes.

J:03 Both Parties recognize the difficulty of arranging flexible working hours for Children's Services Division Employees. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Employee and his/her Immediate Supervisor.

SCHEDULE "K"

**THE CITY OF GREATER SUDBURY
ADVANCE VACATION PAY REQUEST**

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 Section.

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 Section not later than **four (4) weeks prior** to the Employee's holiday period.

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 _____

SCHEDULE "L"

THE CITY OF GREATER SUDBURY

APPLICATION FORM • BEREAVEMENT LEAVE PAY

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

(Name of Deceased)

whose relationship to me was _____
and whose residence was _____

The above-noted member of my Immediate Family died on:

DATE _____

EMPLOYEE _____

SIGNATURE _____

EMPLOYEE NO. _____

APPROVED _____ DATE _____

NOT APPROVED _____ DATE _____

SIGNATURE: _____

POSITION: _____

General Manager, Division or
Section Head

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

LETTER OF COMMITMENT

LC:01 WSIB Form #7

The Employer shall provide the injured worker and a designated Union Representative with a completed copy of the Workplace Safety and Insurance Board Form 7 • Employer's Report of Accident Injury or Industrial Disease, at the same time the form is submitted to WSIB. Any concerns the Employee or the Union have with the information on the Form may first be presented to the Co-ordinator of Health and Safety, or his/her 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:02 Employee Motor Vehicle Usage

The Employer agrees that no Employee of this Bargaining Unit is currently required (as a condition of Employment) to use their personal vehicle on City business. Therefore the following phrase (contained in every Job description of this Bargaining Unit implemented prior to ratification) will be deemed deleted from all Job Descriptions of the Bargaining Unit on date of ratification:

"May require the use of a personal or City vehicle on City business".

The other related requirements in all Job descriptions of this unit (i.e. "must be physically capable of operating a vehicle safely, possess a valid drivers licence, have an acceptable driving record and personal insurance coverage") will be reviewed for each job during the Job Evaluation process, and maintained only where deemed bona fide.

In the future, notwithstanding Article 19:03(2), should the Employer require Employees to use a personal vehicle on City business as a condition of employment, the following provision will be in effect:

Employees required to use and operate their own motor vehicle (as a condition of employment) shall be compensated for the use of same at the rate of **ONE HUNDRED AND SEVENTY-FIVE (\$175.00) DOLLARS** per month, plus a motor vehicle mileage rate of **THIRTY-EIGHT CENTS (\$0.38)** per business kilometre. The above motor vehicle mileage allowance will only be in effect while an Employee is required as a condition of employment to use his/her personal vehicle, and is actually working.

For absences from work under Weekly Indemnity (W.I.) or WSIB, the Employee shall continue to be eligible for Vehicle Allowance for sixty (60) calendar days commencing from the initial day of absence. Upon return to work, after the sixty (60) calendar day period, the Employee's vehicle Allowance shall be pro-rated for the balance of that month.

LC:03 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' 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:04 Medical Certificates

Should an Employee on LTD incur over **TWO HUNDRED AND FIFTY (\$250.00) DOLLARS** in medical certificates expenses as required by our LTD carrier over a calendar year, on presentation of receipts to the Health and Safety Section, the Employer will give consideration to reimbursing the amount over **M O 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:05 Retroactivity of General Wage Increase and Job Evaluation

LC:05(a) General Wage Increase

With respect to the General Wage Increase, the Employer agrees to pay retroactivity on wages paid to the effective date for the first General Wage Increase under this Agreement. Given the unusual circumstances surrounding the negotiation of this Agreement, persons who have left the employ of the Employer between April 1st, and the date retroactive pay is paid to active Employees, shall be eligible for retroactive pay, provided he/she left a forwarding address with the Human Resources and Organizational Development Division.

LC:05(b) Job Evaluation

In the case of those Employees whose jobs were under challenge under a predecessor Job Evaluation Plan prior to January 1st, 2001, (specifically those positions under the former Local #207 Region Social Services Joint Job Evaluation Committee system) his/her Challenge will be processed using the provisions and rating scales of the predecessor Plan, and predecessor comparators under that Plan.

For all positions under Schedule "A" for the time period after January 1st, 2001, these positions are subject to Job Evaluation under the new agreed upon Plan pertaining to positions under this Agreement. All positions will be evaluated under this Plan with consideration to the Benchmark positions established for this Plan, and consideration to the relevant comparators in the new Unit. If the Joint Rating Committee/Referees/Arbitrator subsequently increases the group of the position over that shown in Schedule "A", retroactivity will apply on wages paid to date of assignment/posting. If the Joint Rating Committee/Referees/Arbitrator subsequently lowers the value of the position, the red-circling provisions of the Agreement will apply. Retroactive pay as outlined above shall be payable (as applicable) to Employees who resigned their position with CGS, Retirees, and Temporary Employees who have been released, provided the retroactive pay owed exceeds **One Hundred (\$100.00) Dollars gross**, and the former Employee has left a forwarding address with the Employer. **No** retroactive pay will be due those who acted in relief in a non-posted classification which was subsequently raised in value through the Joint Rating Committee process.

If an Employee's job has changed substantively after their date of assignment, the onus is on the Employee to avail themselves of the challenge procedures in the Job Evaluation Plan.

LC:06 Job Evaluation - Use of Referees

The Parties have agreed in principle on this. The Employer offers the following text:

The Parties agree to use Referees to attempt to resolve disputes over Job Description content/Job value, by mutual consent.

The Parties agree that where the use of Referees is agreed upon, the Referees terms of reference, the process for presentation of evidence, adducing of evidence, ensuring transparency of the process, and the ability to challenge evidence/make argument will all be agreed upon by the Parties in writing, before the Referee process is used.

LC:07 Grand Parenting Payment in Lieu (PIL)

The Employer agrees to grandparent those Part Time Employees who were receiving twelve (12%) percent Payment in Lieu (PIL) prior to ratification of the 2002 - 2005 Collective Bargaining Agreement, with OMERS carve out (if applicable). Should a grand parented Employee leave the Part Time classification for any reason other than a Limited Posting, their grand parented status for PIL would cease.

LC:08 Modified Work Program

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: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 one time (1x) per year.

LC:10 Transitional Semi-Private Provision

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

LC:11 Tracking Temporary Employees

The Employer commits to work with the Union to provide more current, regular and meaningful data on the status of Temporary Employees than that already provided under Article 8:02(3) (Listing of Temporary Employees). Automated and remote reporting will be explored as a means of providing quality information without excessively increasing administrative burden.

LC:12

...

The Parties agree that given the amendments to the Job Evaluation Tool agreed upon as resolution of the Union's complaint to the Pay Equity Commission (#04.15772), the jobs previously rated and approved by CGS's Joint Rating Committee during the 2002 - 2005 period, shall not be re-evaluated. Rather, within sixty (60) calendar days following ratification, the Employer Advisor, the Union Advisor and two (2) Committee members (one (1) Unionized, one representing Management), shall conduct a joint sore thumbing review of the job information already collected (i.e. Job Description, Job Questionnaire, and Job specification Sheet) for each of these positions, to determine whether, if the revised Tool had been in place, different ratings would have been arrived at.

The review will be restricted to the following Factors: **Physical Demand, Attention-Visual Demand, and Working Conditions** in the Tool which have been materially changed. In those cases where agreement cannot be reached by the above four (4) personnel, those jobs on those factors in dispute shall be referred to the Joint Rating Committee for review, in accordance with the provisions of the Manual. Otherwise, the previous ratings of the Joint Rating Committee will be deemed confirmed.

The Parties further agree to defer on a review of the Job Description Questionnaire for possible enhancements, until the agreed to Job Evaluation system is installed, and the Pay Equity Plan posted. The existing Job Description Questionnaire, which was jointly developed and is agreed upon as being Gender Neutral for the purposes of the Pay Equity Act, will be used in the interim.

LC:13 Government Grant Programs

LC:13(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:13(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:14 Funded Limited Positions

The Parties have agreed to not incorporate funded limited positions into Schedule "A" of the Collective Bargaining Agreement, given their transient nature. Rather, the Employer will be required to forward to the Sectional Chair of the Union at the end of each quarter of the calendar year, a listing of the current funded Limited Positions covered by the Agreement which are not listed in Schedule "A". The listing will show the job title, the Incumbent's name, the Incumbent's employment class (e.g. Permanent, Temporary, etc.), the Section where the Incumbent works, the Incumbent's pay group and step number, and whether that rate of pay is interim, or confirmed by the Joint Rating Committee.

LC:15 _____

The Parties agree to the following on a trial basis. Once either party has referred a grievance to arbitration, the Arbitrator/Board selected and an Arbitration date agreed upon, a final meeting will be scheduled between the parties at least sixty (60) days in advance of the scheduled Arbitration date, at a Boardroom at Tom Davies Square. The purpose of the meeting will be to determine if a mutually agreeable settlement of the issue can be achieved, short of having a third party rule on the matter. To improve the likelihood of success of this trial, the meetings will be prescheduled for the third (3rd) Tuesday of every month, and cancelled if there are no grievances at the "Pre-Arbitration" point of the dispute resolution process.

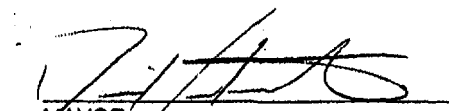

Attendees will include those scheduled to act as advocates at the upcoming Arbitration: a Representative of the National Union and Employer Representative/counsel. In addition, up to three (3) Employer and Union Executive/Grievance Committee members will attend the meeting. Grievors will be excluded from attendance. There will be no loss of straight time earnings for the three (3) Union Representatives attending the meeting.

Recognizing the trial nature of this process amendment, either Party can halt the trial on sixty (60) days written notice to the other, at its sole and unfettered discretion, after which the Grievance and Arbitration processes detailed in the Collective Bargaining

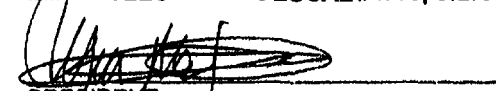
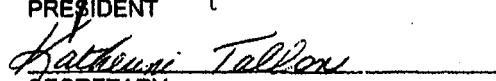
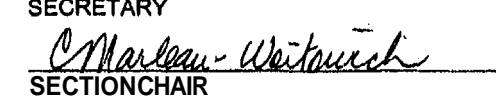
Agreement will be reverted to.

DATED at the City of Greater Sudbury, Ontario this 7th day of February, A. D. 2006.

THE CITY OF GREATER SUDBURY


MAYOR

CLERK

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


PRESIDENT

SECRETARY

SECTION CHAIR

REVIEWED BY

| | |
|-------------------|----|
| Admin. S.S. | |
| Treasurer | |
| Comm. Dev. | |
| Growth & | |
| Infra & Emerg. S. | |
| Legal Sew, | RS |

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 HEALTHCARE - 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-lawas Schedule" A, and
- (o) "TREASURER" shall mean the Treasurer of the City of Greater Sudbury.

2. (a) A plan of sick leave credit gratuities is hereby continued for all Employees as defined above, save and except those Employees of the former Town of Onaping Falls and the former Town of Walden and, subject to the control of Council, the conduct and management of the plan shall be vested in the Director of Human Resources,

(b) The Director of Human Resources shall perform all things necessary or incidental to carry on the frozen sick leave credit gratuities plan. Each General Manager, in conjunction with the Director of Human Resources, shall have the power to allow, amend or disallow any frozen sick leave credit or sick leave absence for an Employee in accordance with the terms of this By-law, provided, however, that the disallowance by the Director of Human Resources of any frozen sick leave credit or sick leave absence shall be subject to the appeal set out in Section 5 of this By-law.

(c) The Treasurer shall provide and keep a Register in which all frozen sick leave credits for all Employees shall be recorded so that the register will show the net frozen sick

leave credit of an Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credits.

(d) Sick leave absences for those Employees who normally are considered to work a five (5) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one (1) day's credit. Sick leave absences that are less than a full day shall be charged against the credits on an hour for hour absence basis.

(e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four (4) hours pay within a span of a work day.

(f) Sick leave absences for those Employees who normally work a four (4) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one and one-quarter (1.25) days' credit.

3. (a) An Employee who is absent from his/her duties for more than five (5) working days from a compensable accident suffered during the course of his/her duties as an Employee of the City, may apply to the City to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth (6th) working day and for each additional working day for which the Employee is absent due to the accident, there shall be charged against his/her sick leave credits that portion paid to the said Employee by the City, converted to days or a portion thereof.

(b) The City shall only deduct from the Employee's sick leave credits the change and excess portion of wages between the Worker's Safety Insurance and his/her net basic daily rate. Should the Employee's sick leave credits become exhausted, then the City shall not continue further payments.

(c) No Employee shall receive sick leave pay for absence in excess of his/her accumulated sick leave credit.

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

(e) An Employee shall not be entitled to benefits under Section 3(d) if he/she fails, upon request, to furnish his/her Supervisor with reasonable proof of attendance at the

function requiring such **compassionate** leave of absence.

(f) Frozen sick leave credits shall not be paid out for the time period an Employee would qualify for Employment Insurance/Maternity/Parental Benefits.

(g) An Employee may subsidize his/her Weekly Indemnity Insurance Coverage to that of his/her basic salary, from his/her frozen sick leave credits in keeping with City policy and practices and the terms and conditions of the Master Contract.

(h) An Employee may subsidize his/her Long Term Disability (L.T.D.) Insurance Coverage to Eighty-five Percent (**85%**) of his/her basic salary from his/her frozen sick leave credits in keeping with the Employer policy and practices and the terms and conditions of the Master Contract.

4. (a) An Employee shall report his/her illness no later than the first (1st) hour on the first (1st) day on which such Employee is absent from his/her work, to his/her Supervisor, or as otherwise directed by sectional policy.

(b) Upon an Employee's return, he/she shall file with his/her Supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule "A", if the absence has been in excess of three (3) consecutive work days, he/she may also be required by his/her Supervisor to file a physician's certificate in accordance with the Weekly Indemnity Insurance Plan.

(c) The sick leave certificate, supported by a physician's certificate if required by the Supervisor, shall be filed when the claim of any Employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the Employee's normal day off.

(d) A General Manager or designate, upon previous notice or interview, may demand a medical doctor's certificate for a one (1) day or **two (2)** day sick leave of absence.

5. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each General Manager an annual statement of frozen sick leave credits for each Employee in the Department. Any Employee shall have the right to appeal the contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the City prior to the 15th of March of the year in which the statement was received, provided that if no appeal is filed as aforesaid, the contents of the said statement shall be considered final and binding.

(b) A Board of Review for hearing of such appeals is hereby constituted consisting

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

(c) Where an appeal is filed with the Treasurer he/she shall forthwith notify the Director of Human Resources and President of the appealing Employee's Union (or Non Union representative). The Board shall set a date for the hearing of the appeal and the Chair shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven (7) days prior to the date set by the Board for the hearing of the appeal.

(d) The decision of the Board of Review in respect to any appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.

6. (a) When an Employee having five (5) years of completed service with the City or on transfer with uninterrupted service from an Area Municipality, save and except those Employees of the former Town of Onaping Falls, City of Valley East and Town of Walden, ceases to be employed by the City there shall be paid to him/her or to his/her personal representative or, failing a personal representative, to such other person as the Board of Review may determine:

(i) for those Employees who normally work a five (5) day week an amount equal to his/her current daily salary, wages or other remuneration for one-half ($\frac{1}{2}$) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half ($\frac{1}{2}$) year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

(ii) for those Employees who normally work a four (4) day week an amount equal to point eight zero (.80) ($\frac{4}{5}$) of his/her current daily salary, wages or remuneration for one-half ($\frac{1}{2}$) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half (%) year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

7. Frozensick 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 ~~65-1~~ 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

2003-144A

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 of 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

BY-LAW 2005-180

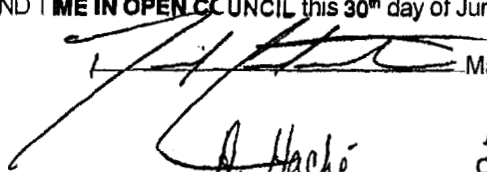
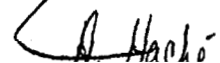
A BY-LAW OF THE CITY OF GREATER SUDBURY
TO AUTHORIZE A MEMORANDUM OF AGREEMENT WITH THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4706 INSIDE (OFFICE,
CLERICAL, TECHNICAL, LEISURE PROGRAMMING, TRANSIT, OPERATIONS,
LIBRARY, HERITAGE AND PARAMEDICAL) UNIT

WHEREAS the Council of The City of Greater Sudbury deems it desirable to
execute a Memorandum of Agreement with the Canadian Union of Public Employees,
Local #4706 Inside (Office, Clerical, Technical, Leisure Programming, Transit,
Operations, Library, Heritage and Paramedical) Unit;

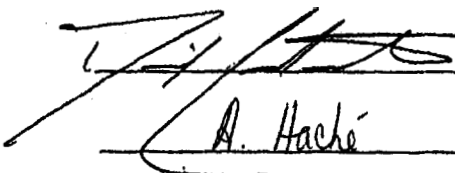

NOW THEREFORE THE COUNCIL OF THE CITY OF GREATER SUDBURY
HEREBY ENACTS AS FOLLOWS

1. The Mayor and Clerk are hereby authorized to execute a Memorandum of Agreement with the Canadian Union of Public Employees, Local #4706 Inside (Office, Clerical, Technical, Leisure Programming, Transit, Operations, Library, Heritage and Paramedical) Unit.
2. This By-law shall come into force and take effect immediately upon the final passing thereof.


READ A FIRST AND SECOND TIME IN OPEN COUNCIL this 30th day of June,
2005.


Mayor

Deputy Clerk

READ A THIRD TIME AND FINALLY ENACTED AND PASSED IN OPEN
COUNCIL this 30th day of June, 2005.


Mayor

Deputy Clerk



I hereby certify the foregoing to be a true copy
Je certifie par la présente qu'il est exact et conforme.

City Clerk/Directeur municipal

2005-180

2005 - 2010
COLLECTIVE BARGAINING AGREEMENT

THE CITY OF GREATER SUDBURY
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #4705 INSIDE (OFFICE, CLERICAL, TECHNICAL, LEISURE PROGRAMMING,
 TRANSIT OPERATIONS, LIBRARY, HERITAGE AND PARAMEDICAL) UNIT

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