

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF SUDBURY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 6

APRIL 1, 1999 TO MARCH 31, 2002

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SOURCE	EFF.	TERM.	NO. OF EMPLOYEES	NO. OF MEMBERS D'EMPLOYES
City	99 04 01	2002 03 31	160	DF

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

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 6

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

B E T W E E N :

THE CORPORATION OF THE CITY OF SUDBURY

(Hereinafter called the "Employer")

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6

(Hereinafter called the "Union")

OF THE SECOND PART

ARTICLE I - PURPOSE

- 1:01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1:02 It is agreed by the parties hereto that every covenant, proviso and agreement shall enure to the benefit of and be binding upon the parties hereto, and their assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall read as if the plural were expressed.

ARTICLE 2 -SCOPE

- 2:01 This Agreement shall apply to all employees of The Corporation of the of Sudbury save and except Forepersons, persons above the rank of Foreperson, persons regularly employed for not more than twenty-four (24) hours per week, students hired for school vacation periods for recreation programs in the Engineering and Community Services - Leisure Services Division, Temporary outdoor rink employees hired during the winter recreation program, those persons excluded by the Scope of any other subsisting Collective Agreement entered into by the Employer and those persons covered by any other subsisting Collective Agreement entered into by the Employer.
- 2:02 Employees outside the Scope of this Agreement shall not perform the duties of the employees within the Scope of the Agreement, except for the purpose of instruction, experimentation or during an immediate emergency.

ARTICLE 3 -UNION RECOGNITION

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

ARTICLE 4 - DISCRIMINATION

4:01 No Discrimination

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

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

4:02 Harassment

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

4:03 **Union Membership**

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

4:04 **Union Activities**

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

ARTICLE 5 - RESPONSIBILITY OF EMPLOYEES

5:01 **General Welfare of Citizens**

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

5:02 **Disputes**

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

5:03 **Change of Address or Telephone Number**

It shall be the responsibility of all employees to notify the Timekeeper or Administrative Co-ordinator of any change of address or telephone number within five (5) calendar days of the change.

ARTICLE 6 • EMPLOYER RIGHTS

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

- (1) Maintain order, discipline, and efficiency.
- (2) Hire, layoff, 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, schedule of operations, the types and location of equipment to be used, and the number of persons to be employed.

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

ARTICLE 7 - NO STRIKES OR LOCKOUTS

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

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

7:03 The words "strike" and "lock-out" shall be defined as in the Sub Section 1(1) of the Ontario Labour Relations Act, 1995, as amended from time to time.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 (1) Definition of Grievance

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

(2) Grievances in Writing

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

(3) Working Day - Definition

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

(4) Signatures

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

8:02 Complaint Stage

- (1) It is understood that an employee has no grievance until the Employee has first given his or her Non-Union Supervisor an opportunity to adjust the complaint. In discussing the complaint, the employee may be accompanied by a Steward. When an employee is absent from work the complaint may be presented to his or her Non-Union Supervisor by a Steward.
- (2) Any employee's complaint which is not settled by the Employee's immediate Non-Union Supervisor within two (2) working days shall then commence at Stage 1 of the Grievance Procedure.

8:03 Grievance Committee

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

8:04 STAGE 1

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

8:05 STAGE 2

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

8:06 STAGE 3

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

8:07 GENERAL GRIEVANCES

(1) Complaint Stage

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

(2) Submission of Grievance

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

8:08 Management General Grievance

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

- A) On receipt of a written complaint from the Labour Relations Officer, the Local Executive shall have ten (10) working days from receipt of the complaint to meet with the Labour Relations Officer and other members of the Employer Administration concerning same and to settle same.
- B) A written answer shall be given by the Local Executive within ten (10) working days of the meeting.
- C) Failing settlement at this stage, then the matter may be referred by the Employer Administration on behalf of the Employer to Arbitration in

accordance with Article 9 of this Collective Agreement provided that no more than twenty (20) working days have elapsed since the date of decision by the Local Executive.

8:09 Discharge, Suspension and Discipline Cases

- (1) An employee may be discharged, suspended or disciplined, for just cause and if the Employee believes he or she has been unjustifiably discharged, suspended or disciplined, the Employee may have the grievance processed under the Grievance Procedure starting at Stage 1, if presented in writing within five (5) working days after the date of discharge, suspension or discipline. If it should be settled finally in the grievor's favour, reinstatement and pay adjustments shall be made at the 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.

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

8:10 Time Limits

It is agreed and understood by both parties, hereto, that there shall be no extension to the time limits as outlined in the Grievance Procedure unless by mutual consent which consent shall not be arbitrarily or unreasonably withheld by either party to this Agreement.

8:11 Notification of Dissatisfaction

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

8:12 Disciplinary Notices

Any notice of disciplinary action shall be disregarded after a period of eighteen (18) consecutive months, provided that no further disciplinary action has been recorded.

8:13 Access to Personnel File

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

ARTICLE 9 - ARBITRATION

- 9:01 If any differences of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, it shall be settled by arbitration as defined in Section 48 (1) or Section 46 (1) of the Ontario Labour Relations Act, 1995, S.O. 1995, c.1, as amended from time to time.
- 9:02 When either Party requests that a Grievance can 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.
- 9:03 The above provisions shall apply unless either Party applies for sole Arbitrator under Section 49 of the Ontario Labour Relations Act, 1995, as amended from time to time.
- 9:04 If the recipient of the notice fails to appoint a Nominee to the Board or if the Nominees fail to agree on a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.
- 9:05 The sole Arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee or employer affected by it. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the Parties. An Arbitration Board/Sole Arbitrator shall not have any authority to alter or change any of the provisions of this

Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement which it deems just and equitable.

9:06 **Expenses**

Each of the Parties hereto shall bear the expense of the Arbitrator appointed by it, and the Parties hereto shall jointly bear equally the expense of the Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

ARTICLE 10 - UNION SECURITY

10:01 **Check-Off of Dues**

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

10:02 **Amount of Dues**

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

10:03 **Deduction and Remittance of Dues**

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

10:04 **Statement**

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

10:05 **No Individual Agreements**

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

10:06 Minutes of City Council Meetings

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

ARTICLE 11 - SENIORITY

11:01 (1) Seniority is defined as the length of continuous service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.

Therefore, the parties recognize:

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

Therefore, the parties agree that:

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

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

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

- (2) Should circumstances require a reduction of employees, Summer Student Employees shall be laid off first, Temporary Employees shall be laid off secondly, Probationary Employees shall be laid off thirdly and then commencing with those Permanent Employees with the least seniority.
- (3) When Permanent employees are laid off under this Article and positions again become available with the Employer, the Permanent Employees who are capable of performing the required duties shall be called back on a seniority basis.

- (4) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no right of recall for Probationary, Temporary or Summer Student Employees who are laid off under this Article.
- (5) When employees are to be recalled by the Employer they shall be notified by registered mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer and, if they fail to report within fifteen (15) calendar days after the receipt of such notice, the Employer shall not be under any obligation to re-employ them.

11:02 Probationary Period

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

11:03 (1) Seniority List - Permanent Employees

A Seniority List of all Permanent Employees covered by this Agreement shall be posted in January each year. This list will show all Permanent 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 including continuous service as a Temporary Employee. Copies of this Seniority List will be posted on all bulletin boards and copies will be supplied to the Union. It is agreed and understood by the parties that the Union will be supplied with a second seniority list each calendar year upon written request.

(2) Seniority List - Probationary & Temporary Employees

A list of all Probationary and Temporary Employees covered by this Agreement shall be posted in January each year. This List will show all Probationary and Temporary Employees, stating the Employee's Number; Name; Job Classification; Probationary or Temporary Status; and Date of Latest Entry into the Employ of the Employer. Copies of this seniority list will be posted on all bulletin boards and copies will be supplied to the Union.

(3) Second List

It is agreed and understood by the parties that the Union will be supplied with a second seniority list each calendar year upon written request.

(4) List of Summer Student Employees

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

(5) Seniority Protests

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

11:04 Common Date of Hire

Both Parties hereto agree that seniority for employees hired on the same day will be determined by a random draw of numbers.

11:05 Notice of Lay-off

A Notice of Lay-off shall be given in accordance with the terms of the Employment Standards Act, R.S.O. 1990, c.E.14. If the employee laid off has not had the opportunity to work the period of notice of lay-off specified in the Employment Standards Act, R.S.O. 1990, c.E.14, the Employee shall be paid in lieu of work for that part of the notice during which work was not made available to him or her.

11:06 It is understood and agreed that in the event of a lay-off of permanent employees the Employer shall make every reasonable effort to provide the Union at least three (3) months notice.

The Parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the employees involved. Such discussion shall include the implementation of an early retirement incentive program and/or other recognized voluntary leaving incentive program where feasible as an alternative to lay-offs.

ARTICLE 12 -LOSS OF SENIORITY

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

1. Voluntary resignation;
2. Discharge for just cause;
3. Failing to report as required by Article 11 - 11:01(5) of this Agreement;
4.
 - (a) For a Permanent Employee who has completed less than five (5) years of continuous service, after a lay-off extending for a period of more than twelve (12) consecutive months;
 - (b) For a Permanent Employee, who has completed five (5) or more years of continuous service, after a lay-off extending for a period of twenty-four (24) or more consecutive months, however, the Parties agree that the Benefit Plans outlined in Article 22 hereof will cease to be operative following twelve (12) months of lay-off
5. For a Probationary, Temporary or Summer Student Employee after any lay-off;
6. Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE 13 -JOB POSTING

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

All vacancies and newly created positions, which the Employer intends to fill, except for Utility person positions, shall be posted on all applicable Bulletin Boards and at any available construction site where a group of employees are working for a minimum of seven (7) calendar days during which time the Permanent Employees will have an opportunity to apply and be duly considered for such positions. In ranking order, Probationary Employees shall receive second consideration, Temporary Employees shall receive third consideration, and Non-Employees shall receive fourth consideration.

(2) Contents and Posting Period

A Job Posting shall contain the following information; The position, Section, initial reporting location, qualifications as per the job description, shift and wage rate. The

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

A Job Posting Notice as hereinbefore mentioned shall be in conformance with the Job Description and qualifications as previously agreed upon between the Employer and the Union. Any changes in duties or qualifications will be discussed with the Union prior to implementation.

(3) Trial Period

The successful applicant to a job posting shall be placed on an appropriate trial period within the job classification. The length of this trial period shall be based on the applicant's performance within the job classification and in any case, shall be no longer than three (3) months. Upon completion of the said trial period and if the applicant's performance has proven satisfactory, the successful applicant's position shall be confirmed.

(4) Performance During Trial Period

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

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

(6) Any other employee promoted or transferred because of re-arrangement of positions shall also revert to the employee's former job classification held immediately preceding the employee's selection or appointment without any loss of seniority. The employee's rate of pay shall then be adjusted to the current basic rate of pay for the job classification into which the employee has reverted.

(7) Limited Position

A Limited Position shall mean a position which is for a limited duration not to exceed six (6) months or such longer period as may be mutually agreed upon between the

Employer and the Union. Such mutual agreement shall not be arbitrarily or unreasonably withheld.

(8) The Job Posting with regard to a Limited Position shall indicate the estimated probable duration of such position and the successful applicant shall be paid the then current rate for any Statutory Holidays as outlined and subject to Article 15 or for any of his Vacation or Sick Leave periods which may occur only during the duration of the Limited Posting.

(9) A Permanent Employee filling a limited position, shall, on termination of the said limited position, revert to the permanent job classification held immediately preceding the employee's selection for the limited position with the right to displace any Temporary Employee in the previous limited position, Such employee shall receive the rate of pay of the limited position only for the duration of the limited position concerned.

(10) An employee filling a Limited position, who then successfully applies for a subsequent Limited position, will no longer be entitled to the original Limited position.

(11) Written Notice

The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy at this time within ten (10) calendar days after the vacancy occurs.

(12) Short Term Vacancy

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

(13) Work Distribution - Maintenance Operations Division

The Parties agree to the following language.

- (a) The Corporation's workforce will be divided as follows:
- i) North and South Geographic Areas
 - ii) City Wide - Specialty Crews

Specialty Crews are those crews which perform separate and distinct functions on a city wide basis. Specialty Crews will include but not be limited to Sanitation,

Asphalt, Facilities, Sign Shop, Forestry, Horticulture, Arenas, Cemeteries and Winter Control. Other crews and/or classification as agreed between the Parties from time to time may be deemed as Specialty Crews.

- (b) Employees shall be given the first opportunity to select a geographical area and/or specialty crew in accordance with seniority as per permanent Classification.

---Additional positions shall be posted in order that the Corporation shall have a full complement of employees in each geographical area and specialty crew. Successful applicants to such postings shall select a geographical area and/or specialty crew in accordance with seniority as per classification.

The Corporation shall continue to post job opportunities for Winter Control work.

- (c) Preference to assignments in a work plan within a job class in a specific geographical area or specialty crew shall be granted to permanent employees having the required qualifications, within that job class and specific geographical area or specialty crew, in accordance with seniority.

- (d) It is understood that employees may be required to perform work outside of their preferred assignment for periods of one (1) working day or less. Employees so required shall be paid the appropriate rate of pay for the work they are performing in accordance with the terms of this Collective Agreement. Wherever possible the Employer shall take into consideration the seniority of employees when making such changes in assignments.

- (e) Notwithstanding Article 13:01(12) short term vacancies for twenty (20) working days or less shall be filled by granting first opportunity to the senior qualified permanent employee within the geographic area or the specialty crew where the vacancy occurs. Temporary vacancies of twenty (20) working days or more shall be posted and filled in accordance with Article 13:00.

- (f) It is agreed and understood that should there be no permanent qualified employee within the geographic area or specialty crew where the vacancy occurs willing to fill such vacancy as outlined in Part (e) above then the Employer will grant opportunity to senior qualified permanent employees paid at a lower rate outside of the geographic area or specialty crew where the

vacancy occurs prior to utilizing student or temporary employees in higher rated positions for periods greater than one (1) working day.

13:02 New Classification

- (1) The Union shall be notified in writing by the Employer of any new Classification before a position within the new Classification is posted.
- (2) The rate of pay and job descriptions for newly created Job Classifications not covered by Schedule "A" to this Agreement shall be developed by a "Joint Rating Committee" of the Union and the Employer within a period of thirty (30) calendar days. This "Joint Rating Committee" shall be composed of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer. If the "Joint Rating Committee" cannot agree on the rate of pay and job description, then this difference shall be submitted in the form of a General Grievance and settled pursuant to the Grievance Procedure for General Grievances and, if necessary, Arbitration under Articles 8 and 9 respectively of this Agreement.
- (3) If the parties fail to reach agreement within fifteen (15) calendar days, the Employer may proceed with the implementation of the new classification, subject to the terms of Articles 8 and 9 of the Agreement.

ARTICLE 14 - LEAVE OF ABSENCE

14:01 Salary Representative of the Union

Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without loss of seniority and without pay while so engaged, provided written request is made by the Union.

14:02 Union Business

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

14:03 Conventions

A maximum of eight (8) duly appointed delegates shall be granted leave of absence without pay and without loss of seniority to attend Conventions and Seminars of the

Union upon a thirty (30) day written notice by the Union. The Union shall endeavour to allocate duly appointed delegates as evenly as possible between the various sections.

14:04 Furloughs and Military Leaves

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

14:05 Jury and Witness Duty Leave

- (1) Employees subpoenaed to act as Jurors or Witnesses in criminal or civil courts or at a Coroner's inquest shall be granted leave of absence for such purpose.
- (2) An employee shall be entitled to the Jury or Witness Duty fee or the employee's full salary for the period, whichever is greater.

- (3) If the full salary for the period is greater than the Jury or Witness Duty fee, then to receive his/her full salary, the employee must first remit to the Employer the full amount of the Jury or Witness Duty fee for the same period.
- (4) The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.
- (5) ---In the event that an employee is subpoenaed to act as a juror or witness in a criminal or civil court or Coroner's Inquest as a direct result of the employee's employment with the Corporation and being on approved annual vacation, such time spent as a juror or witness shall be reinstated for further use by the employee at a time mutually agreed between the employee and the employee's immediate supervisor.

14:06 Candidate for Election

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

14:07 Time to Vote

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

14:08 Pregnancy Leave

- (1) Every employee who becomes pregnant shall, in writing, notify her Director of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy as certified by a qualified Medical Practitioner.
- (2) Pregnancy Leave shall conform to the provisions of the Employment Standards Act and amendments thereto, however it is agreed and understood that an employee returning to work after a pregnancy leave or a personal leave shall provide the Employer with a minimum notice of fourteen (14) calendar days.
- (3) An employee on Pregnancy Leave shall not receive Sick Leave Pay.

(4) Fringe Benefits During Pregnancy Leave

For Permanent Employees who qualify for pregnancy leave under this Article, the Employer shall contribute One Hundred percent (100%) of the total premium cost of the benefit plans outlined in Article 22:01 (1) of the Collective Agreement. These benefits will be paid for by the Employer only for the maximum period of time specified for pregnancy leave in Section 37 of the Employment Standards Act.

(5) Pregnancy Leave Supplement

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

14:09 Offence Under Highway Traffic Act

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

14:10 Personal Leave

Employees will be granted Personal Leave Days with pay, at the discretion of the Employer, upon the following terms:

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

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

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

- The day of the Employee's marriage,
- The day of the Marriage of the Employee's child, the Employee's brother or sister,
- A serious flood or a fire within the Employee's household,
- A court appearance for the Employee's divorce,
- The birth of the Employee's child,
- Moving of the Employee's household,
- A formal hearing to be attended by the Employee to become a Canadian citizen,
- The graduation from university or college of an Employee's spouse or dependants,
- The illness of a dependant child,
- Supplementary bereavement leave.

ARTICLE 15 -HOLIDAYS

15:01 (a) All Permanent, Probationary and Temporary employees shall be paid a normal working day's pay at their regular rate for each of the following Holidays except as otherwise provided under Article 15:03. Permanent employees on sick leave of absence with pay shall receive the same consideration and remuneration.

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

15:02 Proclaimed Holidays

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

15:03 Limitation

Notwithstanding the provisions of this Article, any entitlement to holiday pay therein described will cease when an employee becomes eligible to receive Long Term Disability Benefits or when the employee has been in receipt of Workplace Safety and Insurance Board {W.S.I.B.} Benefits for a period of six (6) or more continuous months.

15:04 Lieu Days

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:

Day Off With	Holiday	Falling On Pay In Lieu
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
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

15:05 Work Performed on Holiday

Permanent, Probationary and Temporary Employees called upon to work on any of the Holidays provided for under Article 15:01, 15:02 or 15:03 shall, in addition to the day's pay for which they are entitled to be paid, be paid at one and one-half times (1½x) their regular rate of pay for all hours worked with the guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:06 Summer Student Employees

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

- 1. Victoria Day
- 2. Canada Day

15:07 Summer Student Employees called upon to work on any of the Holidays provided for under Article 15:06 shall, in addition to the day's pay for which they are entitled to be paid, be paid at one and one-half times (1½x) their regular rate of pay for all hours worked with the guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:08 Qualification

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

- (2) Summer Student Employees to qualify to be paid for a Holiday (as specified in Article 15:06) must work their regular shift before and after such Holiday.

ARTICLE 16 -ANNUAL VACATIONS

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

Every employee who has completed one (1) year or more of continuous service with the Employer on December 31st in any year of the term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to **EITHER** one hundred and twenty (120) hours at the employee's basic rate of pay in effect on the commencement of the period of absence **OR** six percent (6%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER.**

(2) Four or More Years of Continuous Service

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

(3) Nine or More Years of Continuous Service

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

(4) Nineteen or More Years of Continuous Service

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

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

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

(6) Vacation Credits Cease

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

(7) Vacation Pay

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

16:02 (1) Termination of Employment

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

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

16:03 Paid Holiday During Vacation Period

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

16:04 Advance Vacation Pay

Request for advance vacation pay must be in conformance with the City Policy and Form as attached to and forming part of this Agreement as Schedule "B".

16:05 Cancellation of Vacation

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

16:06 Change of Vacation Schedule

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

16:07 Overtime Requirements

- (1) Employees shall not be called upon to perform overtime work after the completion of the employees' last scheduled shift prior to the commencement of vacation and until the first scheduled shift following return from vacation.
- (2) Notwithstanding the provisions of Article 16:07 (1) employees may be required to work overtime continuous with their last scheduled shift prior to the commencement of vacation periods.

ARTICLE 17 - HOURS OF WORK

17:01 ENGINEERING AND COMMUNITY SERVICES -

Traffic & Parking Section

(1) Parking Lot Attendants

The normal hours of work for Parking Lot Attendants shall be forty (40) hours per week consisting of five (5) daily eight (8) hour shifts to be worked during the period from Monday to Saturday inclusive. A lunch period of one-half (½) hour only shall be included as part of the normal daily scheduled work period. An employee shall receive two (2) consecutive days off per week, one of which days off shall be Sunday

(2) Meterperson - Traffic and Parking

The normal hours of work for the Meterperson-Traffic and Parking shall be forty (40) hours per week with the normal hours per day being 9:00 a.m. to 5:00 p.m. Monday to Friday, inclusive. A lunch period of one-half (½) hour only shall be included as part of the normal daily scheduled work period.

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

17:02 ENGINEERING AND COMMUNITY SERVICES -

Sudbury Community Arena Section

(1) Maintenanceperson - Sudbury Community Arena

The regular shift schedule for Maintenanceperson- Sudbury Community Arena shall be as set out in Schedule "D" attached hereto and forming part of this agreement.

(2) Both parties agree that Schedule "D" attached hereto may be changed by the Employer provided that said changes are posted one (1) calendar week in advance.

(3) The shifts on the aforementioned Schedule shall be:

(a) A day shift commencing at 8:00 a.m. and ending at 4:00 p.m. with a lunch period of one-half (½) hour included as part of the regularly scheduled work period, which lunch period shall be taken on the premises.

(b) An afternoon shift commencing at 4:00 p.m. and ending at 12:00 midnight with a lunch period of one-half (½) hour included as part of

the regularly scheduled work period, which lunch period shall be taken on the premises.

- (c) A night shift commencing at 12:00 midnight and ending at 8:00 a.m. with a lunch period of one-half (½) hour included as part of the regularly scheduled work period, which lunch period shall be taken on the premises.

(4) Rest Periods

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

17:03 ENGINEERING AND COMMUNITY SERVICES -

Recreational Arenas, Cemeteries, Adanac Ski Hill

(1) Maintenanceperson Arena

- (a) The normal day shift for Arena Maintenancepersons shall consist of an eight (8) hour day between the hours of 9:00 a.m. and 5:00 p.m. Such hours include a daily paid lunch period of one-half (½) hour.
- (b) The normal afternoon shift for Arena Maintenancepersons shall consist of an eight (8) hour day between the hours of 5:00 p.m. and 1:00 a.m. Such hours include a daily paid lunch period of one-half (½) hour.
- (c) Notwithstanding Article 17:03(1)(a)(b) above, employees may be required to commence work no earlier than 6:00 a.m. and ending no later than 1:00 a.m. with seventy-two (72) hours notice.
- (d) The option shift may be changed to any eight (8) consecutive hour period between the hours of 6:00 a.m. and 1:00 a.m. with seventy-two (72) hours notice provided the employee is allowed a twelve (12) hour rest period between shifts.
- (e) During the months of July and August Arena Maintenancepersons shall be scheduled to work five (5) eight (8) hour shifts from Monday to Friday:
 - i) A day shift between the hours of 9:00 a.m. and 5:00 p.m.

- ii) An afternoon shift between the hours of 5:00 p.m. and 1:00 a.m.

Such hours include a daily paid lunch period of one-half ($\frac{1}{2}$) hour.

Notwithstanding Article 17:03(1)(e) above employees may be required to commence work no earlier than 6:00 a.m. and ending no later than 1:00 a.m. with seventy-two (72) hours notice.

The Parties hereto agree that winter schedules may be implemented no earlier than August 15 of each year.

(2) **Cemeteries**

The Regular Working Schedule for employees working in Cemeteries shall be as set out in Schedule C-4 attached hereto and forming part of this Agreement.

(3) **Adanac Ski Hill**

The Regular Shift Schedule for employees working at the Adanac Ski Hill shall be as set out in Schedule C-5 attached hereto and forming part of this Agreement.

17:04 ENGINEERING AND COMMUNITY SERVICES -

Maintenance Operations Division

(1) The normal work week for all employees, exclusive of established shift schedules designated hereafter, shall be forty (40) hours per week consisting of five (5) eight (8) hour days between 8:00 a.m. and 4:30 p.m. Monday to Friday inclusive. Such hours include a daily unpaid lunch period of one-half ($\frac{1}{2}$) hour taken between 12:00 p.m. and 1:00 p.m.

(2) Notwithstanding Article 17:04(1) above, employees may commence work no earlier than 6:00 a.m. upon mutual agreement between the employees and their immediate supervisor. The unpaid lunch period of one-half ($\frac{1}{2}$) hour will be taken at a time agreed to between the employees and their immediate supervisor.

(3) Notwithstanding the normal hours of work identified in Sub Section (1) hereof, employees may be required under emergency conditions to work an eight (8) hour shift within each twenty-four (24) hour period at their regular rate plus shift differential, if applicable. Emergency conditions shall include only work of an emergent nature and shall not include work which can readily be performed during normal hours of work.

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

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

(5) (a) **Winter Control Shifts**

This provision shall apply to employees assigned to snow plowing and snow loading operations during the period of November 1st of one year to April 30th of the next year. These employees shall have a normal work week commencing at 12:01 a.m. Monday and ending at 11:59 p.m. Friday. Within this period, employees will work an eight (8) hour shift within each twenty-four (24) hour period at their regular rate plus shift differential if applicable. For all work performed on Saturdays employees shall receive time and one-half (1½) their regular rate per hour and for all work performed on Sundays employees shall receive double time (2x). Such employees shall not receive shift differential for any work performed on Saturdays or Sundays because they shall receive time and one-half (1½) and double time (2x) for Saturdays and Sundays respectively.

The Parties have agreed to have Operator A (Boiler) classification(s) posted in January and said classification(s) shall be utilized in the capacity of Winter Control Employees.

(b) **Winter Control Shifts [Snow Removal Operations]**

Both parties agree that an alternate shift schedule to the conditions set out in Article 17:04 (5) (a) of the Collective Agreement can apply to employees assigned to snow removal operations during the period November 1st of one year to April 30th of the next year.

The normal day shift schedule for snow removal operations shall be between the hours of 8 00 a m and 6.00 p m

The normal night shift schedule for snow removal operations shall be between the hours of 10:00 p.m. to 8:00 a.m. of the following day.

These employees will have a normal work week commencing at 10:00 p.m., Sunday and ending at 11:59 p.m. Friday. Within this period, employees will work four (4) consecutive ten (10) hour continuous shifts within each consecutive twenty-four (24) hour period at their regular rate plus shift

differential as applicable, followed or preceded by three (3) consecutive days off.

For the purpose of this shift schedule, overtime will not be paid from 10:00 p.m. Sunday to 11:59 p.m. Sunday.

Night shift differential will apply from 10:00 p.m. to 8:00 a.m. No shift differential will apply from 8:00 a.m. to 6:00 p.m.

This shift schedule will be assigned to snow removal crews in one week blocks as required by the Employer. Should the Employer require the employees assigned to snow removal operations on this shift schedule for other operations, this shift schedule shall apply to the entire work week.

As part of the normal winter control job posting procedure, the Employer shall post job opportunities for the following snow removal classifications. The selection of the employees shall be in accordance with the terms of the Collective Agreement:

- Sub-Foreperson "B"
- Labour Leader
- Flagperson
- Utilityperson
- Operator "B" - Sidewalk Plow

The Employer agrees to post the work schedule for the following week on the Friday preceding the week in question thereby providing the employees with forty-eight (48) hours advance notice.

(6) Garbage Collection

- (a) The parties hereto agree that the Employer will continue its garbage operations on a task system basis for the duration of this contract with a work week of Tuesday, Wednesday, Thursday and Friday.
- (b) When there is a mechanical failure or a failure on the part of the Employer, and the employees are required to work in excess of ten (10) hours, they shall be paid overtime as provided herein. Each route must be completed each day. The starting time for crews shall be 6:00 a.m. This starting time may be varied for reasonable cause to any other time mutually agreed to.

17:05 **Regular Shift Employees**

Regular shift employees shall include employees who are assigned to those shifts identified in Schedules C-1 to C-10 attached hereto and forming an integral part of this Agreement. A lunch period of one-half (½) hour shall be included as part of the regularly scheduled work period. Regular shift employees on the direction of their immediate supervisor shall be entitled to a fifteen (15) minute rest period in the first and second half of each shift.

ARTICLE 18 - OVERTIME

18:01 **Overtime Rate**

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

18:02 **Sunday Overtime**

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

18:03 **Work Not Continuous With Regular ~~Shift~~**

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

18:04 **Overtime Continuous With Regular ~~Shift~~**

Employees called upon to perform overtime which is continuous to their regular shift shall be entitled to a minimum of one (1) hour's pay at the prevailing overtime rate for one (1) hour's work or less. For the purpose of this article continuous overtime means work performed immediately preceding or immediately following a regular shift.

18:05 **Limitations**

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

18:06 Division of Overtime

- (a) Overtime hours will be divided as equally as possible among the employees in each section and will be offered to those employees who occupy the Job Classification within that section by virtue of a permanent classification or Limited Job Posting.
- (b) Such overtime will be offered to these employees on the following basis:
 - 1. First; to permanent employees within the job classification, then to:
 - 2. Probationary employees within the job classification, then to:
 - 3. Temporary employees within the job classification, then to:
 - 4. Student employees within the job classification.

The employer may then offer the overtime to other qualified employees, by seniority.

(c) List of Overtime Hours Worked

On a bi-weekly basis, the Employer shall post by job classification, a list of employees indicating the overtime hours worked by each employee.

18:07 Overtime Meal Allowance

- (1) When an employee is called upon to perform more than two (2) hours of overtime work continuous with his or her regular scheduled shift, he/she shall be paid Seven Dollars and Fifty Cents (\$7.50) effective one month after ratification of the agreement, and increased by Fifty Cents (.50¢) on April 1, 2000, and April 1, 2001 for the purpose of purchasing a meal. Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then he/she shall be paid up to a maximum of an additional Seven Dollars and Fifty Cents (\$7.50) effective one month after ratification of the agreement, and increased by Fifty Cents (.50¢) on April 1, 2000, and April 1, 2001 for the purpose of purchasing the second meal.
- (2) Employees called upon to perform work not continuous with their regular scheduled shift shall receive a meal allowance of Seven Dollars and Fifty Cents (\$7.50) effective one month after ratification of the agreement, and increased by Fifty Cents (.50¢) on April 1, 2000, and April 1, 2001 for each five (5) continuous hours of employ.

18:08 Banking of Overtime

Notwithstanding the provisions of Article 18 - Overtime, both parties agree that any permanent employee directed or authorized to work in excess of a regular work day or on a Paid Holiday shall be granted time off as is mutually agreeable between the employee and his/her immediate Supervisor.

Such time shall be at the applicable rate for actual hours worked.

- 1) For employees working in Adanac Ski Hill the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is agreed and understood that any such accumulated time not taken by August 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.
- 2) For employees working in the classification of Arena Chief Operators, Arena Maintenanceperson - Leadhands, Arena Maintenancepersons and Arena Shift Operators the maximum number of hours permitted to accumulate will be Two Hundred (200) hours. It is agreed and understood that any such accumulated time not taken by August 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.
- 3) For employees working in Maintenance Operations Division - Roads and Drainage Section the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is agreed and understood that any such accumulated time not taken by November 30th of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.
- 4) For employees working in Maintenance Operations Division - Mechanical Section the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is agreed and understood that any such accumulated time not taken by September 30th of any given year shall be paid for by the Employer in accordance with the provisions of Article 18:01.
- 5) For employees working in Maintenance Operations Division - Parks and Forestry Section the maximum number of hours permitted to accumulate will be One Hundred and Sixty (160) hours. It is 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 18:01.

ARTICLE 19 - SHIFT AND SUNDAY DIFFERENTIALS

19:01 Maintenance Operations Division Employees

The following shift differentials shall apply to all Engineering and Community Services (Maintenance Operations Division) employees assigned to a Regular Shift Schedule as set out in Article 17:04:

- (1) A shift differential of Forty-Five Cents (\$0.45) per hour effective April 1, 1999, Fifty Cents (\$0.50) per hour effective April 1, 2000, and Fifty-Five Cents (0.55) per hour effective April 1, 2001 shall be paid for all hours worked on the 4:00 p.m. to 12:00 midnight shift.
- (2) A shift differential of Fifty-One Cents (\$0.51) per hour effective April 1, 1999, Fifty-Six Cents (\$0.56) per hour effective April 1, 2000, and Sixty-One Cents (\$0.61) per hour effective April 1, 2001 shall be paid for all hours worked on the 12:00 midnight to 8:00 a.m. shift.

19:02 Maintenance Operations Division -

Parks and Forestry Section Employees

The following shift differentials shall apply to all Parks and Forestry Section employees assigned to a Regular Shift Schedule as set out in Article 17:03:

- (1) A shift differential of Forty-Five Cents (\$0.45) per hour effective April 1, 1999, Fifty Cents (\$0.50) per hour effective April 1, 2000, and Fifty-Five Cents (0.55) per hour effective April 1, 2001 per hour shall be paid for all normal daily hours worked on an afternoon shift. An afternoon shift, for the purposes of this Article 19:02, shall be deemed to be one which commences at or after 12:00 noon and prior to 8:00 p.m.
- (2) A shift differential of Fifty-One Cents (\$0.51) per hour effective April 1, 1999, Fifty-Six Cents (\$0.56) per hour effective April 1, 2000, and Sixty-One Cents (\$0.61) per hour effective April 1, 2001 shall be paid for all normal daily hours worked on a night shift. A night shift, for the purposes of this Article 19:02, shall be deemed to be one which commences after 8:00 p.m. and prior to 7:00 a.m.

19:03 A Sunday Differential of One Dollar and Sixty-Five Cents (\$1.65) per hour effective April 1, 1999, One Dollar and Seventy Cents (\$1.70) per hour effective April 1, 2000, and One Dollar and Seventy-Five Cents (\$1.75) per hour effective April 1, 2001 shall be paid for Sunday regular hours of work.

19:04 The Shift and Sunday Differentials set out in this Article shall not apply when overtime or premium rates apply.

ARTICLE 20 -STANDBY CLAUSE

20:01 All employees on standby duty shall receive four (4) hours pay at straight time per day at the regular rate presently being received.

ARTICLE 21 - RELIEVING IN OTHER GRADES

21:01 Relieving in Position of Higher Rating

When an employee is detailed to relieve in a position of higher rating, the Employee shall receive the rate applicable for the position within the Classification in which the Employee is relieving for the full relief period. The Employer, will offer the relief work to qualified Employees with the most seniority and required qualifications as per the job description within that group, however, if no such Employee accepts this position, the Employer may detail the qualified Employee with the least seniority as the Employer sees fit.

21:02 Relieving in Position of Lower Rating

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

21:03 Relieving Outside Bargaining Unit

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

All vacancies, excluding that of Utility person, created in the Bargaining Unit as a result of an Employee relieving outside the scope of the Bargaining Unit shall be filled by the Employer in accordance with the provisions of this Collective Agreement.

ARTICLE 22 - BENEFIT PLANS

22:01 (1) Permanent Employees

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

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

Two Hundred and Sixty Dollars (\$260.00) eye glass subsidy;
- (c) Liberty Health Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage. (Freeze at January 1, 1999 O.D.A. Fee Schedule).
- (d) Group Life Insurance Plan (one and one-half (1½) times basic annual earnings);
- (e) Weekly Indemnity Insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life Insurance Co. (or equivalent carrier);
- (f) Long Term Disability Insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life Insurance Co. (or equivalent carrier);

(2) Both parties agree that eligibility for Long Term Disability Benefits described in Article 22:01 (1)(f) above will cease when:

- a) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Worker's Compensation 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 employee becomes eligible for an O.M.E.R.S. Early Service Pension which is not actuarially reduced.

(3) Probationary Employees

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

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

Two Hundred and Sixty Dollars (\$260.00) eye glass subsidy;
- (c) Liberty Health Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage. (Freeze at January 1, 1999 O.D.A. Fee Schedule)
- (d) Weekly Indemnity Insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract with London Life Insurance Co. (or equivalent carrier)

(4) When an employee becomes eligible for Weekly Indemnity Insurance while occupying a Limited Vacancy as described in Article 13:01 (6) of the Collective Agreement, the Weekly Indemnity benefits to which he is entitled shall be based on the employee's regular rate of pay as defined in Article 34:06 of the Collective Agreement only for the duration of the Limited Vacancy. Following the duration of the Limited Vacancy, the Weekly Indemnity benefit to which the employee is entitled will be based on the employee's basic rate of pay as defined in Article 34:01 of the Collective Agreement.

(5) Continuation of Benefits

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

- a) Liberty Health Comprehensive Extended Health Care (or equivalent carrier);
(Annual deductible of \$25.00 Single - \$50.00 Family)

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

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

(6) The provisions of Article 22:01 (5) apply only to a person who:

- (i) Has applied within ten (10) years of normal retirement for a service pension from O.M.E.R.S.
- (ii) Has applied for an O.M.E.R.S. Disability Pension.
- iii) Is an employee and has been disabled for twenty-four (24) continuous months and is in receipt of Long Term Disability or Workplace Safety and Insurance Board (W.S.I.B.) Benefits.

(7) In the event of the demise of an employee prior to the age of sixty-five (65), who is in receipt of the benefits described in Article 22:01 (1) (5), and leaves a surviving spouse, the following conditions shall apply:

- 1) The Employer will continue to contribute One Hundred Per Cent (100%) of the total premium cost for the following plans:

- a) Liberty Health Comprehensive Extended Health Care (or equivalent carrier) (Annual deductible of \$25.00 Single/\$50.00 Family) With One Hundred and Thirty Dollars (\$130.00) during the contract year April 1, 1999 to March 31, 2000, One Hundred and Forty Dollars (\$140.00) during the contract year April 1, 2000 to March 31, 2001, and One Hundred and ~~Fifty~~ Dollars (\$150.00) during the contract year April 1, 2001 to March 31, 2002 for Eye Glass subsidy

- 2) These benefits will be provided to the surviving spouse and any eligible dependents until the surviving spouse attains age sixty-five

(65) but only for a maximum period of five (5) years following the death of the employee.

22:02 (1) Participation - Condition of Employment

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

(2) Temporary Employees

For every Temporary Employee, the Employer agrees to contribute One Hundred Percent (100%) of the total employee premium cost for the Ontario Health Tax or a Replacement Plan introduced by the Ontario Government.

(3) Exclusion From Plans

Employees not wishing to participate in any of the plans listed under Article 22:01 must indicate their wishes in writing to the Labour Relations Officer and produce such evidence as may be required to justify their exclusion. All claims for exclusion will be determined through consultation with the Labour Relations Officer and a representative of the Union.

(4) Employees on Leave of Absence Without Pay

Employees on leave of absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the benefit plans under Article 22:01 for those months covered by the leave of absence without pay.

(5) Certified Disability

Notwithstanding the provisions of Article 22:02, the cost of Benefit Plans described in Article 22:01 (1) and 22:01 (3) shall be paid for by the Employer for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for Weekly Indemnity Insurance described in Articles 22:01 (1) (e) and 22:01 (3) (d) or Long Term Disability Insurance described in Article 22:01 (1) (f).

(6) Equivalent Carrier

Both Parties agree that should the Employer, or the Union, find an equivalent carrier at more economical rates compared to those in Articles 22:01 (1) or 22:01 (3), the Parties will meet and seriously discuss the subject matter with the objective of changing to such carrier upon the mutual agreement of the Parties.

ARTICLE 23 -SICK LEAVE AND BEREAVEMENT LEAVE

23:01 SICK LEAVE

All employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions set out in the Sick Leave By-law 73-17, as amended by By-law 82:11 (a) and all By-laws and Statutory Amendments thereto. The By-law is attached hereto and forms part of this Agreement.

It is agreed and understood that the Sick Leave By-law or By-law of the Corporation will not be amended during the life of this Agreement so as to adversely affect the Employees covered by this Agreement.

23:02 BEREAVEMENT LEAVE

(1) Immediate Family

In the case of the demise of a member of the immediate family, Permanent and Probationary Employees shall be permitted a leave of absence with pay for three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. Immediate family shall mean: father, step-father, mother, step-mother, wife, husband, bonafide common-law spouse, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law or grandparents and 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.

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

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

However, the third working day, if any, of any bereavement leave of absence for the demise of a brother-in-law or sister-in-law, son-in-law or daughter-in-law shall be deducted from the employee's accumulated sick leave credits.

(3) Travel Time

In the event that the death of a member of an employee's family as defined in 23:02 & 23:03 requires the employee to travel three hundred and twenty (320) kilometers or more (one way) to attend at the funeral, an additional two (2) days leave of absence without pay shall be granted, provided written request is submitted by the employee prior to departure.

(4) During Vacation Period

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

ARTICLE 24 - WET, STORMY AND INCLEMENT WEATHER

24:01 During wet, stormy and extremely cold weather, the Employer will endeavour to provide inside work for Permanent and Probationary Employees who usually work outside, except in cases of emergency at which time rubber suits, hats and boots will be supplied, and the employees will be charged the actual cost for same and will be credited with said charge when articles are returned. The Employer shall further provide lockers for employees where such employees may store the said clothing while not in use.

24:02 "Emergency" in this Article shall mean any condition which the Employer considers to be detrimental to the safety, health, comfort and general welfare of the residents of the City of Sudbury.

ARTICLE 25 - PAY DAYS

25:01 Pay days shall be every second Friday in the **A.M.** except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day, provided no interruption beyond the control of the Employer is encountered.

25:02 The Employer will show conspicuously in writing on ~~the bank deposit stub~~ the following facts: employee's hourly ~~rate~~ of pay, number of regular hours ~~worked~~ number of overtime hours worked (overtime may ~~be converted into~~ regular hours) and all deductions made.

ARTICLE 26 - BULLETIN BOARDS

26:01 The Employer agrees that the Union shall have the right to use Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 27 - GENERAL

27:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall be deemed to be part of this Agreement and shall be appended hereto.

27:02 Medical Rechecks

(1) The Union agrees that the Employer shall have the right to send employees for medical re-checks and eye tests, during normal working hours, the cost thereof, to be borne by the Employer.

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

(3) In the event that the reports do not agree, differences may be settled in accordance with the Grievance Procedure and, in default of settlement at this stage, it shall be settled by an Arbitration Board formed of three (3) qualified medical practitioners. One (1) qualified medical practitioner shall be appointed by the Union within seven (7) calendar days of the end of the Grievance Procedure and one (1) qualified medical practitioner shall be appointed by the Employer within seven (7) calendar days of the end of the Grievance Procedure. Both of these appointees shall appoint a third (3rd) qualified medical practitioner who shall be the Chairperson of the Arbitration Board. In default of such appointment, either party may apply to the Ontario Labour-Management Arbitration Commission for such appointment. The decision of the Board so constituted shall be final and 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.

27:03 (1) Coveralls

(A) The Employer shall bear the cost of supplying and laundering two (2) pairs of coveralls per week for each of the motor mechanics.

(B) The Employer shall issue coveralls as required to all employees classified as Operators and to all employees engaged in grass cutting, trimming or spraying activities.

(2) Rubber Gloves

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

(3) Transportation in Covered Vehicles

Employees will be transported in covered vehicles, similar to the kind presently in

use, from designated depots to the relative job sites at the commencement of a shift. They shall be returned to the depots in a similar manner for the termination of the said shift.

27:04 Injury During Working Hours

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

27:05 Time Act

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

27:06 Trade School Attendance - Employees

Employees while in full time attendance at a trade school shall continue receiving all benefits provided under Article 22:01 of this Collective Agreement. Such employee's sick leave, vacation and seniority accruals shall not be pro-rated as a result of full time attendance at the said trade school.

27:07 Safety Footwear

- (1) During the contract year April 1, 1999 to March 31, 2000 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its Regulations for Construction Projects will be in the amount of One Hundred and Ten Dollars (\$110.00) per annum.
- (2) During the contract year April 1, 2000 to March 31, 2001 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, R.S.O. 1990, C.o.1, as amended and its Regulations for Construction Projects will be in the amount of One Hundred and Fifteen Dollars (\$115.00) per annum.
- (3) During the contract year April 1, 2001 to March 31, 2002 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and

its Regulations for Construction Projects will be in the amount of One hundred and Twenty Dollars (\$120.00) per annum.

- (4) The Safety Footwear Allowance will be paid out as a "non-taxable" allowance on the first full pay period in May of each year.
- (5) The wearing of safety footwear must also be in conformance with the City of Sudbury Safety Policies. The same subsidy provisions will be provided to --those Permanent and Probationary Employees designated by the Employer to wear safety footwear.
- (6) Both Parties agree that the provisions of this Article do not apply to Student or Temporary Employees.
- (7) **Safety Footwear - Hot Mix Crews**
The Employer agrees to supply one additional pair of safety boots per year to those employees continuously engaged for the season with the permanent hot mix patching of utility cuts. The provisions of this section will also apply to Student and Temporary Employees. This allowance will be paid with the last pay period in July of each year.

27:08 Tool Allowance

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

27:09 Interim Meetings

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

27:10 Union Representative

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

27:11 Gloves

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

27:12 Safety T-shirts

The Employer agrees to supply all Permanent and Probationary Employees who are exposed to street traffic with two (2) Safety T-shirts per year.

ARTICLE 28 - SCHEDULES. WAGE INCREASES AND PREMIUMS

28:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

- (1) Schedule "A" Job Classifications and Relative Wage Rates
- (2) Schedule "B" Request for Advance Vacation Pay Form
- (3) Schedule "C-1" Working Schedule - Arena Maintenancepersons
- Countryside, Carmichael and McClelland Arenas
- (4) Schedule "C-2" Working Schedule - Arena Maintenancepersons
- Cambrian and Barrydowne Arenas
- (5) Schedule "C-3" Summer Working Schedule - Bell Park
Amphitheatre - Memorial Park - Moonlight -
Nepahwin and Queen's Athletic Field
- (6) Schedule "C-4" Working Schedule - Cemeteries
- (7) Schedule "C-5" Working Schedule - Adanac Ski Hill

- (8) Schedule "C-6" Working Schedule -Winter Road Patrol
- (9) Schedule "C-7" Working Schedule - Spring Clean-up
- (10) Schedule "C-8" Working Schedule - Mechanics
- (11) Schedule "C-9" Working Schedule - Routine Clean-up
- (12) Schedule "C-10" Hours of Work - Yard Attendant and Day Shift Spreader Operator
- (13) Schedule "D" Working Schedule - Maintenancepersons - Sudbury Community Arena
- (14) Schedule "E" Sick Leave By-law 82-119
- (15) Schedule "F" Engineering and Community Services Organizational Chart

28:02 - GENERAL WAGE INCREASE AND COLA

28:02 (1) General Wage Increase

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

28:02 (2) 1992 Cost of Living Allowance (COLA)

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

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

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

All calculations will be rounded to the nearest 2 decimal places

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

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

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

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

28:02 (3) 1993 Cost of Living Allowance (COLA)

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

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

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

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

All calculations will be rounded to the nearest 2 decimal places

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

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

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

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

28:02 (4) The Parties hereto agree that the provisions contained in Article 28:02(2)(3) regarding cost of living allowance will remain dormant and inoperative during the term of this Agreement.

28:03 Raw Sewage and Disinterment

On the direction of a Foreperson or an employee above the rank of Foreperson who directs employees to remove sewage or perform duties in raw sewage or be involved in disinterments, said employees shall be paid double time (2x) while so engaged.

28:04 Grave Digging

An employee other than the Utility person - Cemetery classification, while engaged in grave digging performed manually, shall receive in addition to his or her regular rate a premium of thirty cents (\$.30) per hour.

ARTICLE 29 - RETIREMENT AND PENSION PLANS

29:01 The Pension Plans established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Employer and the Union.

ARTICLE 30 - VALIDITY OF AGREEMENT

30:01 In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.



ARTICLE 31 - TERM OF AGREEMENT

31:01 This Agreement shall be in effect from the 1st day of April, 1999 and shall remain in effect until the 31st day of March, 2002, and, unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

31:02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

31:03 If notice of amendments or termination is given by either party pursuant to Article 31:02, the other party if requested to do so, agrees to meet for the purpose of negotiations within twenty (20) calendar days from receipt of the said notice, provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the twenty (20) calendar day period.

ARTICLE 32 - REPORTING PAY

32:01 An employee who reports for work on a day on which the employee is scheduled to work and who has not been previously notified not to report and is sent home because of inclement weather, said employee shall be guaranteed a minimum of four (4) hours at his or her regular rate.

ARTICLE 33 - CONTRACTING OUT

33:01 The parties hereto agree that there shall be no restriction on Contracting Out by the Employer of its work or services of a kind now performed by employees herein represented; provided, however, that no Permanent Employee of the Employer shall as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

The Employer shall give thirty (30) calendar days prior notice to the Union of its intention to contract out portions of work or services of a kind now performed by members of this Bargaining Unit. This does not, however, include the requirements for prior notice to the Union of Management's intention to contract out portions of work or services of a kind now performed by members of this Bargaining Unit which include, but are not limited to, the rental of operated or non-operated equipment for periods of thirty (30) days or less.

ARTICLE 34 - DEFINITIONS IN THIS AGREEMENT

34:01 BASIC RATE:

is the rate of pay for the permanent Job Classification of the employee

34:02 PERMANENT EMPLOYEE:

means an employee other than a Probationary, Temporary or Summer Student Employee.

34:03 PROBATIONARY EMPLOYEE:

means an employee who is serving a maximum probationary period of three (3) months with the Employer prior to being considered a Permanent Employee.

34:04 DEPARTMENT

means the Engineering and Community Services Department, all of the City of Sudbury.

34:05 DIVISION:

means Engineering and Construction Division, Maintenance Operations Division, Transportation and Facilities Operations Division, Technical and Development Services Division, Leisure Services Division, and Projects and Property Administration Division of the Engineering & Community Services Department, all of the City of Sudbury.

34:06 SECTION:

means the Engineering Section, and Surveys Section of the Engineering and Construction Division; Facility Maintenance Section, Parks and Forestry Section, Mechanical Section, Sanitation Section, and Roads and Drainage Section of the Maintenance Operations Division; Airport Section, Transit Section, and Facilities Section of the Transportation and Facilities Operations Division; Development and Technical Services Section, and Parking Section of the Technical and Development Services Division; Programs Section, and Conventions and Visitors Services Section of the Leisure Services Division, Community Services Projects Section, and Property Administration Section, of the Projects and Property Administration Division, all of the City of Sudbury.

34:07 ASSISTANT CITY MANAGER

means Assistant City Manager - Engineering and Community Services, and Assistant City Manager - Emergency and Corporate Services, all of the City of Sudbury.

34:08 DIRECTOR:

means the Director of Maintenance Operations, Director of Engineering and Construction, Director of Leisure Services, Director of Technical and Development Services, and Director of Transportation and Facilities Operations (Engineering and Community Services Department), all of the City of Sudbury.

34:09 REGULAR RATE:

means the rate of pay for the job classification in which an employee is presently working.

34:10 A TEMPORARY EMPLOYEE:

means an employee hired for a period of no longer than seven (7) consecutive months in the service of the Employer. A Temporary Employee shall not establish seniority except:

- 1) When such employee remains in the temporary employment of the Employer for a period of more than seven (7) consecutive months at which time the employee shall then automatically rank as a Permanent Employee:
or
- 2) When such employee is awarded a vacant permanent position.

For such an employee, his/her seniority shall then be established from the employee's latest date of entry into the employ of the Employer.

The employment of such a Temporary 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 4 hereof as the basis of termination.

34:11 SUMMER STUDENT EMPLOYEE:

means an employee who is employed only for and during the time period of May to the Friday preceding Labour Day of any given year. A Summer Student Employee shall be hired for the purpose of performing only labourer work. The employment of such an employee may be terminated at any time without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4 hereof as the basis of termination. In any case the employment of such employee shall be terminated no later than the Friday preceding Labour Day of each year.

ARTICLE 35 -DISCIPLINE



35:01 Whenever the Employer deems it necessary to censure or discipline an employee, for just cause, the employee will be so advised in advance. The employee may request the presence of a Union Steward if the employee so wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the Secretary of the Union.

ARTICLE 36 -NOTIFICATIONS

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

ARTICLE 37 - COLLECTIVE AGREEMENT - EXTENSION OF TERM

37:01 Notwithstanding Article 31 -Term of Agreement, the Employer and the Union agree to the provisions of Section 58 (2) of the Labour Relations Act, R.S.O. 1995, as amended from time to time.

ARTICLE 38 - HEALTH & SAFETY

38:01 Co-operation

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.

38:02 Committee

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

38:03 Monthly Meetings

The Health and Safety Committee shall hold monthly meetings and will deal with all hazardous or dangerous acts and unsafe working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings, during their regular working hours and shall be paid regular or premium rates as may be proper. Copies of minutes of all Committee Meetings shall be sent to the appropriate Assistant City Manager, to the Union, and posted on Department Bulletin Boards.

38:04 Discipline

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

38:05 Reporting Injuries

All injuries resulting from on the job accidents, however small, shall be reported to the immediate supervisor and the Accident Records Clerk who shall record the injury in the accident ledger. This report must be made as soon as possible after the injury.

38:06 Supervisory Investigation

The immediate Supervisor will investigate the circumstances surrounding the injury and report to the Manager of Occupational Health and Safety who will report all injuries to the Health & Safety Committee at its next meeting on the nature and cause of the accident.

38:07 Report of Unsafe Acts

All employees shall report unsafe acts or unsafe conditions to their immediate Supervisor as per the provisions of the Occupational Health & Safety Act. The immediate Supervisor will investigate and take the necessary corrective action if required. The Manager of Occupational Health and Safety will report to the Health & Safety Committee at its next meeting on the nature and disposition of the report.

38:08 **Fatal** or **Critical** Injury

In the case of a fatal or critical injury during the course of employment, the Manager of Occupational Health & Safety, the Director of the Division, the immediate Supervisor, available Health & Safety Committee member and other experts, if necessary, shall inspect, investigate and report the findings in writing.

38:09 Tools & Equipment

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

38:10 Workplace Safety And Insurance Board Benefit Form 7

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

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

ARTICLE 39 - LABOUR MANAGEMENT COMMITTEE

- 39:01 The Parties commit themselves to maintain good communications. To this end, the Employer hereby agrees that Representatives of its administration will meet with Representatives of the Union from time-to-time and preferably at least three (3) times per year, to discuss problems, employee concerns and methods to improve relations and the delivery of services to the public.
- 39:02 The Committee shall consist of three (3) members from each of the Parties. An Employer and a Union Representative shall be designated as Joint Chairpersons, and shall alternately preside over the meetings.
- 39:03 Committee Members shall receive a written agenda, approved by the Joint Chairpersons, at least forty-eight hours in advance of the meeting. Minutes shall be taken at each meeting and will be circulated for review by the Employer to the Committee Members as soon as possible following the meeting.
- 39:04 The Committee shall not have jurisdiction over any matters which pertain to the collective bargaining or are the responsibility of another Joint Committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee meetings jointly attended by the Parties.

ARTICLE 40 - TECHNOLOGICAL CHANGE

- 40:01 In situations where change (eg., organizational, material, equipment, processes) will adversely affect an Employee(s) by resulting in loss of employment or loss of basic wages, the Employer will provide a minimum of thirty (30) days' notice in writing to the Employee(s) and the Union of the change outlining:
1. Nature of change;
 2. Date the change will take effect;
 3. The approximate number, type and location of Employee(s) affected;
 4. Affect the change is expected to have upon the Employee(s).


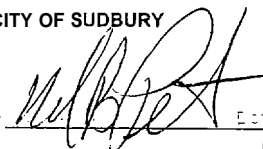
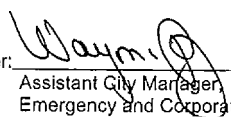


40:02 It is understood by the Parties that this Clause will not over-ride the provisions of any other Clause in this Collective Agreement.

ARTICLE 41 -AGREEMENT - SIGNING AUTHORITIES

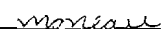



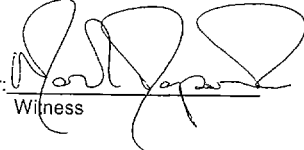
41:01 In Witness Whereof the parties hereto have set their hands and corporate seals to this Agreement.

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

THE CORPORATION OF THE CITY OF SUDBURY

Per:  City Manager	Per:  Mayor
Per:  Assistant City Manager Emergency and Corporate Services	Per:  City Clerk
Per:  Labour Relations Officer	

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6

Per:  Pre ident	Per:  Secretary
Per:  Representative	Per:  Sectional Vice-president
Per:  Witness	Per: _____ Witness

Classification	2% Increase April 1, 1999	2% Increase April 1, 2000	2% Increase April 1, 2001
CLASS 1			
Arena Chief Operator	19.81	20.21	20.61
Sub Foreperson A	19.68	20.07	20.47
Tree Warden	19.68	20.07	20.47
Turf Sub Foreperson	19.68	20.07	20.47
CLASS 2			
Sign Shop Leader	19.08	19.46	19.85
Sub Foreperson B	19.08	19.46	19.46
Sub Foreperson B - Watchmaster	19.08	19.46	19.46
CLASS 3			
Arena Shift Operator	18.56	18.93	19.31
Bricklayer	18.59	18.96	19.34
Carpenter	18.59	18.96	19.34
Gardener A	18.59	18.96	19.34
Labour Leader	18.59	18.96	19.34
Tree Pruner	18.36	18.73	19.10
Tree Pruner Leader	18.72	19.09	19.47
CLASS 4			
Arena Maintenanceperson	17.83	18.19	18.55
Gardener B	17.83	18.19	18.55
Irrigation Maintenanceperson	17.83	18.19	18.55
		18.19	18.55
Sign Painter	17.83	18.19	18.55

SCHEDULE "A"			
JOB CLASSIFICATIONS AND RELATIVE WAGE RATES			
Classification	2% Increase April 1, 1999	2% Increase April 1, 2000	2% Increase April 1, 2001
CLASS 5			
Backhoe Operator	17.63	17.98	18.34
Grader Operator	17.78	17.98	18.34
Operator A	17.63	17.98	18.34
Truck Driver - One Person - Multi Function Operator	17.63	17.98	18.34
CLASS 6			
Garbage Truck Driver	17.54	17.89	18.25
CLASS 7			
Garbage Collector	16.69	17.02	17.36
CLASS 8			
Operator B	17.20	17.54	17.89
Yard Attendant	17.20	17.54	17.89
CLASS 9			
Truck Driver - Winter Control	16.90	17.24	17.58
CLASS 10			
Truck Driver	16.51	16.84	17.18
CLASS 11			
Sidewalk Vacuum	16.51	16.84	17.18

SCHEDULE "A"			
JOB CLASSIFICATIONS AND RELATIVE WAGE RATES			
Classification	2% Increase April 1, 1999	2% Increase April 1, 2000	2% Increase April 1, 2001
CLASS 12			
Utilityperson	16.22	16.64	16.87
Utilityperson Cemetery	16.22	16.54	16.87
Mechanic Lead Hand (A.F.L.)	21.77	22.21	22.65
Mechanic Lead Hand	21.39	21.82	22.26
Heavy Duty Equipment Mechanic, Truck Coach Technician A.F.L. including Automotive Service Technician & F.I. (License 421-A)	21.02	21.44	21.87
Truck/Coach Technician including Automotive Service Technician (License 310-T & 310-S)	20.64	21.05	21.47
Mechanic Helper	17.05	17.39	17.74
Welder	19.30	19.69	20.08
Small Motor Mechanic	18.45	18.82	19.20

NOTE: A.F.L. refers to Alternate Fuel License

NOTE: Employees who are Temporary Labourers and those employees in the Classification of Utilityperson shall receive a premium of Twenty-Nine Cents (\$0.29) per hour when assuming the duties of the Rakeperson. The premium will be paid for a minimum of eight hours on any given day.

Classification	2% Increase April 1, 1999	2% Increase April 1, 2000	2% Increase April 1, 2001
CLASS 15			
Labourer - Temporary	16.02	16.34	16.67
CLASS 16			
Summer Student Employee	11.65	11.88	12.12
CLASS 17			
Glitter Crew	7.83	7.99	8.15
CLASS 18 - DORMANT CLASSIFICATIONS			
Automotive Service Technician (License 310-S)	20.26	20.67	21.08
Automotive Service Technician A.F.L.	20.63	21.04	21.46
Driller	16.44	16.77	17.11
Gardener Leader	18.55	18.92	19.30
Greenhouse Grower	16.89	17.23	17.57
Janitor - Arena	16.17	16.49	16.82
Line Painter	17.21	17.55	17.90
Shovel Operator	19.26	19.65	20.04
Sub Foreperson Carpentry	19.07	19.45	19.84
Sub Foreperson - Line Painting	18.81	19.19	19.57
Truck Driver - Snow Plowing	16.90	17.24	17.58
Truck Driver - Underbody Plow	16.90	17.24	17.58
Welder Helper	16.51	16.84	17.18

NOTE Employees negatively affected will be grandfathered. Grandfathered will mean that those employees so affected will be moved out-of-schedule and will continue to receive their present rate of pay including any future general wage increases and/or cost of living allowance increases for as long as they hold the affected classification.

Schedule A as revised would have the effect of deleting the following classifications:

Driller

Gardener Leader

Greenhouse Grower

Janitor - Arena

Line Painter

Shovel Operator

Sub Foreperson- Carpentry

Sub Foreperson- Line Painting

Truck Crane Operator

Truck Driver- Snow Plowing

Truck Driver- Undersalting Plow

Welder Helper

NOTE: Maintenanceperson - Parks and Recreation and Maintenanceperson - Physical Services have **been** combined into **one** Classification - MaintenancepersonOperations

MISCELLANEOUS CLASSIFICATIONS
NOT INCLUDED IN SCHEDULE A MODIFICATIONS

Classification	2% Increase April 1, 1999	2% Increase April 1, 2000	2% Increase April 1, 2001
Parking Supervisor	19.98	20.38	20.79
Parking Lot Attendant	16.45	16.78	17.12
Meterperson - Traffic and Parking	17.06	17.44	17.75
Ski Hill Lead Hand	18.79	19.17	19.55
Ski Hill Maintenanceperson	17.57	17.92	18.28

SCHEDULE "B"

REQUEST FOR ADVANCE VACATION PAY

HOURLY PAYROLLS

Only those employees actually needing advance vacation pay should apply for same in order to reduce the amount of time and labour involved by the Payroll Section.

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

This application must be in the hands of the Payroll Section not later than three weeks prior to the employee's vacation period.

Name _____

No. Department _____

Amount Hrs. _____ @ Hourly Rate _____

Vacation Period _____

Advance On Pay Period Ending _____

Recover On Pay Period Ending _____

Employee Signature _____

Approved by Director _____

Date Received by Payroll Section _____

SCHEDULE "C-1"

ENGINEERING AND COMMUNITY SERVICES - FACILITIES SECTION

MAINTENANCE PERSONS - COUNTRYSIDE, CARMICHAEL & McCLELLAND ARENAS

SHIFT SCHEDULE

1st Week	2nd Week	3rd Week	4th Week	5th Week	6th Week	7th Week	8th Week	9th Week
<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>
AXXODDD	AAAXXOD	DAAAXX	XDDDDAA	XXXDDDA	AAXXODD	DAAAXXX	DDDDAAAX	XXDDDA
DAAAXXX	DDDAAX	XXDDDA	AXXODDD	AAAXXOD	DDAAXX	XDDDA	XXXDDDA	AAXXODD
XDDDA	XXXDDDA	AAXXODD	DAAAXX	DDDAAX	XXDDDA	AXXODD	AAAXXOD	DDAAXX

X - DAY OFF

A - AFTERNOON SHIFT

D - DAY SHIFT

O - OPTION SHIFT

SCHEDULE "C-2"

ENGINEERING AND COMMUNITY SERVICES - FACILITIES SECTION

MAINTENANCEPERSONS - CAMBRIAN & BARRYDOWNE ARENAS

SHIFT SCHEDULE

WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6
<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>
AAAXXA	AAAXXA	AXXAAA	XXDAAAX	XXAAADX	XAAADX
XXDAAAX	XXAAADX	XAAADX	AAAXXA	AAAXXA	AXXAAA

A - Afternoon Shift D - Day Shift X - Day Off

One Arena Maintenanceperson would be scheduled to work at Cambrian Arena in accordance with the following schedule:

SAT	SUN	MON	TUES	WED	THURS	FRI
6:00 a.m. to 2:00 p.m.	6:00 a.m. to 2:00 p.m.	6:00 a.m. to 2:00 p.m.	OFF	OFF	6:00 a.m. to 2:00 p.m.	6:00 a.m. to 2:00 p.m.

- * Shift reassignment will be conducted in the following order of priority:
 - 1) This Maintenanceperson may be scheduled to work day shift at any arena Monday, Thursday and Friday.
 - 2) This Maintenanceperson may be scheduled to relieve for absenteeism on days other than their regular scheduled days off at any arena for afternoon shift(s) between the hours of 2:00 p.m. and 1:00 a.m. provided the employee is allowed a twelve (12) hour rest period between shifts and is given twenty-four (24) hours notice of the change.
- The second Arena Maintenanceperson would be scheduled to work at Barrydowne Arena in accordance with the following schedule:

SAT	SUN	MON	TUES	WED	THURS	FRI
6:00 a.m. to 2:00 p.m.	6:00 a.m. to 2:00 p.m.	6:00 a.m. to 2:00 p.m.	6:00 a.m. to 2:00 p.m.	6:00 a.m. to 2:00 p.m.	OFF	OFF

- Shift reassignment will be conducted in the following order of priority:
 - 1) This Maintenanceperson may be scheduled to work day shift at any arena Monday, Tuesday and Wednesday.
 - 2) This Maintenanceperson may be scheduled to relieve for absenteeism on days other than their regular scheduled days off at any arena for afternoon shift(s) between the hours of 2:00 p.m. and 1:00 a.m. provided the employee is allowed a twelve (12) hour rest period between shifts and is given twenty-four (24) hours notice of the change.

SCHEDULE "C-3"

ENGINEERING AND COMMUNITY SERVICES

PARKS & FORESTRY SECTION

BELL PARK AMPHITHEATRE, MEMORIAL PARK

MOONLIGHT, NEPAHWIN AND QUEEN'S ATHLETIC FIELD

SUMMER SHIFT SCHEDULES

DAYS 8:00 A.M. TO 4:00 P.M. AFTERNOONS 2:00 P.M. TO 10:00 P.M.

WEEK 1	WEEK 2	WEEK 3
S S M T W T F	S S M T W T F	S S M T W T F
A A X X D D D	D D D D X X D	X X D D D D A
X X D D D D A	A A X X D D D	D D D D X X D
D D D D X X D	X X D D D D A	A A X X D D D

Schedule C-3 will apply to temporary employees wherever possible.

The normal hours of work for full time employees working at these locations shall be forty (40) hours per week consisting of five (5) eight (8) hour days between the hours of 6:00 a.m. to 4:30 p.m. Monday to Friday inclusive.

Notwithstanding the above full time employees working at these locations may be scheduled to work on Saturday or Sunday as required.

The Employer shall provide a minimum of seven (7) calendar days advance notice of such change in schedule.

SCHEDULE "C-4"

ENGINEERING AND COMMUNITY SERVICES

CEMETERIES SECTION - WORK SCHEDULE

WEEK ONE

	<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
Empl. #1	●	W	W	W	W	W	●
Empl. #2	●	●	W	W	W	W	W

WEEK TWO

	<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
Empl. #1	●	W	W	W	W	W	W
Empl. #2	●	W	W	W	W	W	●

1) Lunch Period

A lunch period of one-half (1/2) hour only shall be included as part of the normal daily scheduled work period.

2) Rest Period

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

The Employer may modify Re schedule for employees provided a minimum seventy-two (72) hours notice is given to employees involved

Should the employee involved not receive seventy two (72) hours notice the employee shall be paid time one and one half (1 1/2) the regular rate

SCHEDULE "C-5"
ENGINEERING AND COMMUNITY SERVICES
FACILITIES SECTION
ADANAC SKI HILL - SHIFT SCHEDULE

	S S M T W T F	
1st Man	X X D D D D D	
2nd Man	D X X A A A A	
3rd Man	X D X D D D D	
X - Day Off	A - Afternoon Shift D - Day Shift	(3 p.m. - 11 p.m.) (8 a.m. - 4 p.m.)

* Labourers - must be willing to work a variable daily work schedule based on a 7 day per week operation, 2 shifts including weekends.

1) **Lunch Period**
 A lunch period of one-half (½) hour only shall be included as part of the normal daily scheduled work period.

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

The Employer may modify the schedule for employees provided a minimum seventy-two (72) hours notice is given to employees involved.

Should the employee involved not receive seventy-two (72) hours notice the employee shall be paid time one and one-half (1½) the regular rate.

SCHEDULE "C-6"

ENGINEERING AND COMMUNITY SERVICES - OPERATIONS DIVISION

SHIFT SCHEDULE - WINTER ROAD PATROL

ROAD PATROL SHIFT SCHEDULE STARTS: 12:01 A.M.

(1)
(2)

(3)
(4)

NOVEMBER				JANUARY				MARCH			
DATE	12-8	8-4	4-12	DATE	12-8	8-4	4-12	DATE	12-8	8-4	4-12
-M	All	Day	Shift	-M	2	1	3	-F	1	4	3
-T	2	1	3	-T	2	1	(1)	-S	2	4	3
-W	2	1	4	-W	2	1	4	-S	2	4	3
-T	3	1	4	-T	3	1	4	-M	2	1	3
-F	3	1	4	-F	3	1	4	-T	2	1	(4)
-S	3	2	4	-S	3	2	4	-W	2	1	4
-S	3	2	4	-S	3	2	4	-T	3	1	4
-M	3	2	1	-M	3	2	1	-F	3	1	4
-T	(1)	2	1	-T	(4)	2	1	-S	3	2	4
-W	4	2	1	-W	4	2	1	-S	3	2	4
-T	4	3	1	-T	4	3	1	-M	3	2	1
-F	4	3	1	-F	4	3	1	-T	(2)	2	1
-S	4	3	2	-S	4	3	2	-W	4	2	1
-S	4	3	2	-S	4	3	2	-T	4	3	1
-M	1	3	2	-M	1	3	2	-F	4	3	1
-T	1	(4)	2	-T	1	(2)	2	-S	4	3	2
-W	1	4	2	-W	1	4	2	-S	4	3	2
-T	1	4	3	-T	1	4	3	-M	1	3	2
-F	1	4	3	-F	1	4	3	-T	1	(3)	2
-S	2	4	3	-S	2	4	3	-W	1	4	2
-S	2	4	3	-S	2	4	3	-T	1	4	3
-M	2	1	3	-M	2	1	3	-F	1	4	3
-T	2	1	(2)	-T	2	1	(3)	-S	2	4	3
-W	2	1	4	-W	2	1	4	-S	2	4	3
-T	3	1	4	-T	3	1	4	-M	2	1	3
-F	3	1	4	-F	3	1	4	-T	2	1	(1)
-S	3	2	4	-S	3	2	4	-W	2	1	4
-S	3	2	4	-S	3	2	4	-T	3	1	4
-M	3	2	1	-M	3	2	1	-F	3	1	4
-T	(3)	2	1	-T	(1)	2	1	-S	3	2	4
-W	4	2	1	-W	4	2	1	-S	3	2	4
-T	4	3	1								

SCHEDULE "C-6" (continued)

DECEMBER				FEBRUARY				APRIL			
- F	4	3	1	- T	4	3	1	- M	3	2	1
- S	4	3	2	- F	4	3	1	- T	(4)	2	1
- S	4	3	2	- S	4	3	2	- W	4	2	1
- M	1	3	2	- S	4	3	2	- T	4	3	1
- T	1	(1)	2	- M	1	3	2	- F	4	3	1
- W	1	4	2	- T	1	(4)	2	- S	4	3	2
- T	1	4	3	- W	1	4	2	- S	4	3	2
- F	1	4	3	- T	1	4	3	- M	1	3	2
- S	2	4	3	- F	1	4	3	- T	1	2	2
- S	2	4	3	- S	2	4	3	- W	1	4	2
- M	2	1	3	- S	2	4	3	- T	1	4	3
- T	2	1	4	- W	2	1	3	- F	1	4	3
- W	2	1	4	- T	2	1	4	- S	2	4	3
- T	3	1	4	- W	2	1	4	- S	2	4	3
- F	3	1	4	- T	3	1	4	- M	2	1	3
- S	3	2	4	- F	3	1	4	- T	2	1	(3)
- S	3	2	4	- S	3	2	4	- W	2	1	4
- M	3	2	1	- S	3	2	4	- T	3	1	4
- T	(2)	2	1	- M	3	2	1	- F	3	1	4
- W	4	2	1	- T	(3)	2	1	- S	3	2	4
- T	4	3	1	- W	4	2	1	- S	3	2	4
- F	4	3	1	- T	4	3	1	- M	3	2	1
- S	4	3	2	- F	4	3	1	- T	(1)	2	1
- S	4	3	2	- S	4	3	2	- W	4	2	1
- M	1	3	2	- S	4	3	2	- T	4	3	1
- T	1	(3)	2	- M	1	3	2	- F	4	3	1
- W	1	4	2	- T	1	(1)	2	- S	4	3	2
- T	1	4	3	- W	1	4	2	- S	4	3	2
- F	1	4	3	- T	1	4	3	- M	1	3	2
- S	2	4	3					- T	1	(4)	2
- S	2	4	3								

The Employer may modify the schedule for employees provided a minimum seventy-two (72) hours notice is given to employees involved.

Should the employee involved not receive seventy-two (72) hours notice the employee shall be paid time one and one-half (1½) the regular rate.

SCHEDULE "C-7"

ENGINEERING AND COMMUNITY SERVICES- OPERATIONS DIVISION

SPRING CLEAN UP

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8
	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>	<u>MTWTF</u>
12-8	XXXXX	XXXXX	ZZZZZ	ZZZZZ	YYYYY	YYYYY	XXXXX	XXXXX
8-4	YYYYY	YYYYY	XXXXX	XXXXX	ZZZZZ	ZZZZZ	YYYYY	YYYYY
4-12	ZZZZZ	ZZZZZ	YYYYY	YYYYY	XXXXX	XXXXX	ZZZZZ	ZZZZZ

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- Note:**
- 1) Flexibility of shifts and times allowed by mutual agreement
 - 2) Winter classifications may be utilized depending on weather conditions
 - 3) The Employer may modify the hours of work for employees provided a minimum seventy-two (72) hours notice is given to employees involved.
Should the employee involved not receive seventy-two (72) hours notice the employee shall be paid time and one-half (1%) the regular rate.

SCHEDULE "C-8"
ENGINEERING AND COMMUNITY SERVICES
OPERATIONS DIVISION
MECHANICAL SECTION

Winter Hours of Work

Starting the Tuesday after Labour Day until the Friday before Victoria Day.

Day Shift	0800 hr - 1600 hr
Afternoon Shift	1600 hr - 2400 hr

Summer Hours of Work

Starting the Tuesday after Victoria Day until the Friday before Labour Day.

Day Shift (Monday to Friday)	0700 hr - 1500 hr
Afternoon Shift (Monday to Thursday)	1400 hr - 2400 hr

NOTES:

1. The Mechanical Section Staff is divided into two (2) crews which changes shifts weekly.
2. The permanent Lead Hand works permanent afternoon shift and does not rotate with crews.
3. Employees may work winter hours of work all year if they wish.
4. Minimum three (3) week schedule reflecting five (5) eight (8) hour shifts.
5. The Employer may modify the hours of work for employees provided a minimum seventy-two (72) hours notice is given to employees involved.
6. Should the employee involved not receive ~~seventy-two~~ (72) hours notice the employee shall be paid one and one-half (1½) the regular rate.

SCHEDULE "C-9"
ENGINEERING AND COMMUNITY SERVICES
OPERATIONS DIVISION
ROUTINE CLEAN UP

	<u>SMTWTFS</u>
--	
1st Person	X A A A A A X
2nd Person	X A D D D D X

X - Day Off

A - Night Shift {11:00 p.m. - 7:00 a.m.}

D - Day Shift {7:00 a.m. - 3:00 p.m.}

- Note:**
- 1) Flexibility of shifts and times allowed by mutual agreement
 - 2) Winter classifications may be utilized depending on weather conditions
 - 3) Should the employee involved not receive seventy-two (72) hours notice the employee shall be paid time one and one-half (1½) the regular rate.

SCHEDULE "C-10"
ENGINEERING AND COMMUNITY SERVICES
MAINTENANCE OPERATIONS DIVISION
YARD ATTENDANT AND DAY SHIFT SPREADER OPERATOR

Hours of Work

The hours of work for the Day Shift Spreader Operator and the Yard Attendant shall be eight (8) consecutive hours, inclusive of a one-half (½) hour paid meal period, between 6:00 a.m. and 2:00 p.m. Monday to Friday.

SCHEDULE "D"

ENGINEERING AND COMMUNITY SERVICES - FACILITIES SECTION

MAINTENANCE PERSON - SUDBURY COMMUNITY ARENA

SHIFT SCHEDULE

1st Week	2nd Week	3rd Week	4th Week
<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>	<u>SSMTWTF</u>
XXAAAAA	AAXDDDX	XXDDDDD	DDXDDDX
XXDDDDD	DDXDDDX	XXAAAAA	AAXDDDX
DDXDDDX	XXAAAAA	AAXDDDX	XXDDDDD
AAXDDDX	XXDDDDD	DDXDDDX	XXAAAAA

X - DAY OFF

A - AFTERNOON SHIFT

D - DAY SHIFT

SCHEDULE "E"

BY-LAW 82-119

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

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

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

1. DEFINITIONS

(1) In this by-law:

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

- (b) "City" means The Corporation of the City of Sudbury.
- (c) "Council" means the Council of The Corporation of the City of Sudbury.
- (d) "Employee" means employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 or Local 6 (Airport Employees).
- (e) "Long Term Disability Plan" means a plan of insurance to be entered into with an insurer licensed under The Insurance Act of Ontario which provides for the payment of benefits to any employee who is totally disabled while in the employ of The Corporation of the City of Sudbury upon such terms and conditions as the policy of insurance shall provide.
- (f) "Month" shall mean a calendar month.
- (g) "Non-Accumulative Sick Leave Credit" means a per diem or portion thereof, allowance as provided by this by-law for sick leave absence after June 30th, 1982.
- (h) "Regular Attendance" means the attendance of an employee at his duties for any month, on the days and during the hours for which his attendance is required during that month, according to the terms of his employment.
- (i) "Salary" means gross salary.
- (j) "Service" shall mean all attendance and authorized leaves of absence but shall not include leave of absence without pay in excess of two (2) consecutive weeks.

(k) "Sick Leave Absence" means absence **from** regular attendance by sickness or other physical incapacity **for** which such leave of absence may be paid **from** the established credits.

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

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

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

2. SICK LEAVE CREDITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Employees may be allowed up to a **maximum** of three (3) days pay for compassionate family reasons, which days of absence shall be deducted from their sick leave credits, except where such compassionate leave is provided elsewhere.

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

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

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

4.

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

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

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

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

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

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

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

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

8. WEEKLY INDEMNITY PLAN

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

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

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

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

9. LONG TERM DISABILITY PLAN

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

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

- (a) The form and content of such contract shall be satisfactory to the Director of Human Resources.
 - (b) The contract may be amended from time to time to such extent and in such manner as the Director of Human Resources may deem advisable.
 - (c) Such contract will take effect upon the 1st day of July, 1982.
 - (d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.
- (3) The long term disability plan shall provide:
- (a) That benefits to an employee who is totally disabled shall be payable from the 183rd day of disability until:
 - i) the employee ceases to be disabled;
 - ii) the employee is rehabilitated;
 - iii) the employee reaches the age of 65 or;
 - iv) the employee is disqualified pursuant to the terms of the contract of insurance.

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

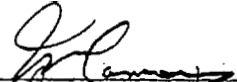
10. APPLICATION

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

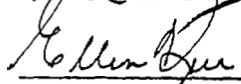
engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions of this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith.

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

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



Mayor



Clerk

BY-LAW 87-226

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

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

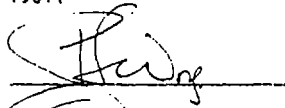
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

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


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

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

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



Mayor



Deputy Clerk

BY-LAW 88-107

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

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


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

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


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

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

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



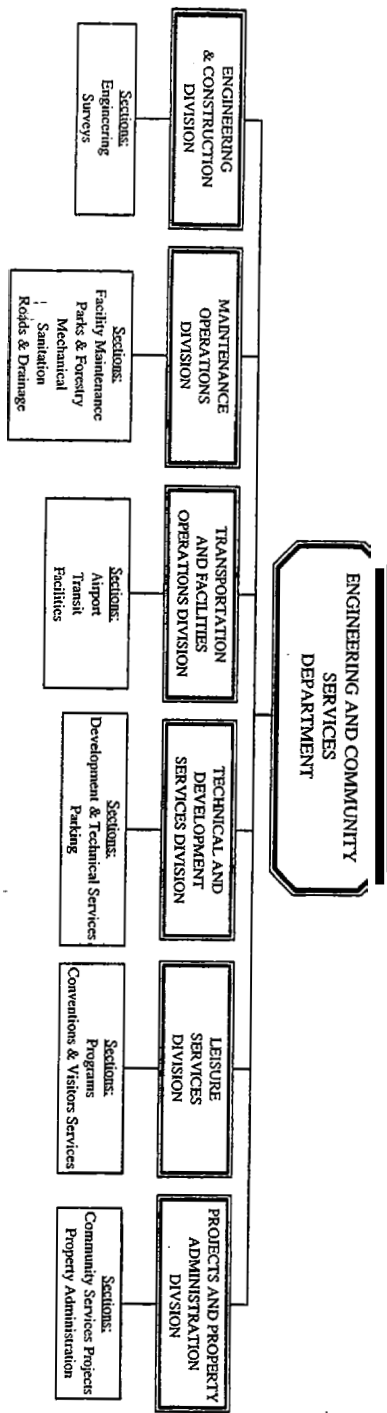
Mayor



Clerk

SCHEDULE - F

ENGINEERING AND COMMUNITY SERVICES



LETTER OF COMMITMENT

BETWEEN

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

AND

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

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

A. THE CORPORATION OF THE CITY OF SUDBURY

1. Joint Study - Job Descriptions

The Employer hereby agrees to complete the Joint Union-Management study of job classifications and their job descriptions including the Operator Classification System. This joint study is not for the purpose of renegotiating wages but rather is strictly concerned with updating the Job Descriptions to ensure that they cover the duties being performed by the Job Classifications concerned. The study is to be completed by no later than December 31, 1999.

2. Garbage Truck Drivers

The Employer agrees that providing the conditions of employment remain the same as present and within the terms of this Collective Agreement then all Garbage Truck Drivers will be paid forty-eight (48) hours straight time for a forty (40) hour work week and all Garbage Collectors will be paid forty-four (44) hours straight time for a forty (40) hour work week.

3. Training - St. Clair Street

The Employer intends to continue its training and instructional program at its St. Clair Operation facilities. Such training will be offered to employees of the Operations Division.

4. **Disciplinary Notices**

Once effective computer software has been developed and implemented, the Employer agrees to advise employees as well as the Union that disciplinary notices as per Article 8:12 of the Agreement.

5. **General Wage Increase Retroactivity**

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

6. **Weekly Indemnity Insurance Claim Forms**

The Employer agrees to have Weekly Indemnity Insurance Claim Forms available to employees at the Operations Division Office as well as the Parks and Forestry Section, Kathleen Street depot.

7. **Mergers or Amalgamations**

In the event the Employer merges or amalgamates with any other body, the Employer will:

- 1) Provide the Union with as much advance notice as possible;
- 2) Attempt to ensure that all seniority rights are maintained;
- 3) Attempt to ensure that all service credits relating to vacations with pay, pension benefits and any other benefit will be recognized.

B. CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6

1. **Probationary Employee - Group Life Insurance**

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

2. Garbage Collection Crews

The basic hours of work and conditions for Garbage Truck Drivers and Garbage Collectors are those as contained in Article 17 - Hours of Work with reference to operation of garbage collection equipment currently owned by the Employer. The Union agrees and understands that each Garbage Collection Task Crew is still to go out and complete its daily task of Garbage Collection even if at the commencement time for its shift there are less than three (3) employees available for its crew. The Employer will attempt to get the number of employees necessary to complete the three (3) Employee Task Crew out to the task crew concerned by approximately nine-thirty (9:30) a.m. Failure on the part of the Employer to complete the three (3) Employee Task Crew by approximately nine-thirty (9:30) a.m. will result in each employee on the task crew who commenced the shift at the proper commencement time getting paid one (1) extra hour at the applicable overtime rate for the day concerned.

It is recognized that the delivery of garbage collection services will be in a transitional period which will involve modification in routes, equipment and personnel.

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

When adjustments in the collection crews are implemented, the Employer agrees that there shall be no lay-off or termination of permanent employees as a direct result of such adjustments.

The Employer further agrees that any employee permanently classified as a Garbage Collector or Garbage Truck Driver who is reassigned as a result of such adjustments shall maintain the hourly rate of pay of that former classification.

3. Maintenanceperson Arena - Reporting Sick

The Union agrees that notwithstanding anything to the contrary contained in the Sick Leave By-law #82-119, an employee in the Job Classification of Maintenanceperson -Arena who is sick and unable to report for work shall report his sickness to his/her immediate supervisor at least one (1) hour before the beginning of his/her shift.

4. Union Leave of Absence - Negotiations

The Union hereby agrees with the Employer that Article 14:02 of the Collective Agreement does not permit representatives of the employees to request and/or be granted leaves of absence with pay during working hours for the purpose of negotiating amendments to the Collective Agreement or a new Collective Agreement; such negotiations not being "other business pertaining to this Collective Agreement".

5. Non-Union Employee Returning to Bargaining Unit

The Union agrees to meet with the Employer to discuss the issue of an employee returning to the bargaining unit from a Non-Union position if and when such a transfer is required.

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

1. Vacation Scheduling - Engineering & Community Services Department

- (a) Annual vacation scheduling will be carried out in accordance with guidelines set out by the Employer.
- (b) Such scheduling will give first priority to the most senior employees in each permanent work classification, (with due regard to the guidelines as concerns the maximum number of employees to be permitted away at any one time in a work classification and the limitations of prime time).
- (c) Requests for annual vacation must be submitted by employees on forms supplied by the Employer on or before February 20th of each year so that expeditious scheduling and verification of employee vacation times can proceed.
- (d) Employees who do not submit their initial vacation requests on or before February 20th will incur the risk of having their seniority by-passed in the scheduling process.
- (e) In the event that an employee's initial request for annual vacation cannot be accommodated, he or she will be permitted to resubmit his or her vacation request with due regard to his/her seniority standing.

- (f) The Employer agrees to meet with the Union prior to making the final decision with reference to the scheduling of annual vacations for the years 1999, 2000 and 2001.

2. **Canada Day Garbage Collection Crews**

Both Parties agree that should Canada Day occur on a Tuesday or a Wednesday, Garbage Collection crews will be required to work on the Monday preceding the holiday and that should Canada Day occur on a Thursday or a Friday, Garbage Collection crews will be required to work on the Saturday following the holiday. Work will be performed at overtime rates on a voluntary basis. If the actual compliment of crews cannot be made of regular sanitation employees, the overtime will be offered to employees in other classifications.

3. **Loss of Driving Privileges**

Both Parties agree to meet jointly by no later than December 31, 1999 to discuss the issues surrounding the loss of driving privileges by a member of this bargaining unit.

4. **Sunday Call Outs**

The Parties have met and agree that Sunday call-outs will be made to employees at the time when the Foreperson on call determines a call-out is required.

5. **Self-Directed Work Teams**

In keeping with the Corporate mandateto provide an efficient level of service to the public and to empower employees the Parties agree to the implementation of Self-Directed Work Teams.

Prior to the implementation of self-directed work teams the Parties shall meet for the purpose of developing and agreeing upon Terms of Reference which shall govern the operation of the work teams. The Terms of Reference will incorporate the following criteria:

- A. Work plans for tasks to be completed by self-directed work teams shall be developed and refined through ongoing discussions between management and employees.
- B. Work teams will be responsible for the implementation and completion of work plans.

- C. Work plans will be carried out in accordance with approved standards, budgets and this Collective Agreement.
- D. Work teams will be responsible to maintain and wherever possible to improve productivity levels. It is agreed that permanent employees shall not be laid off as a result of productivity gains achieved through self-directed work teams.
- E. ---The implementation of self-directed work teams will require specialized training. The Parties agree to establish a joint Union/Management Self-Directed Work Team Training Committee. The role of this joint committee shall be to develop and establish agreed upon training programs and associated protocols. Time spent in committee meeting and preparation will be deemed time worked for which the appropriate rates of pay and premiums will apply.
- F. Time spent by employees in training will be deemed time worked for which the appropriate rates of pay and premiums will apply.

This Letter of Agreement will be in effect for the duration of this Collective Agreement and will be reviewed beginning six (6) months prior to the expiration date of this Collective Agreement.

6. **Winter Control - Memorandum of Agreement - October 30, 1998**

The parties agree to append the Memorandum of Agreement dated October 30, 1998 regarding Winter Control Snow Plow Areas 21, 22, 23 and Salt/Sand Areas S-7 and S-8 to the Collective Bargaining Agreement and further agree that the terms and conditions of the said Memorandum of Agreement will be in effect for the duration of this Collective Bargaining Agreement effective April 1, 1999.

One Person Plow - Legal Representation

The Parties agree that should a Winter Control Truck Driver operating a one person plow be involved in an accident while performing duties of this classification, and be charged with an offence under the Highway Traffic Act, and be assessed by the Employer to have followed all rules and procedures associated with the operation of the designated equipment, that the Employer will provide reasonable legal representation to the employee in resolving the charges through the courts.

D. CHANGES TO GROUP BENEFIT PLANS

1. During the term of this Agreement, the Parties agree to the following:
 - a) Mandatory co-ordination of benefits, and positive enrolment, will be undertaken and maintained. Liberty Health will be instructed to conduct random audits of completed forms for accuracy;
 - b) Group Benefit Plans will be amended to provide for mandatory generic drug substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. Liberty Health will be advised to instruct Pharmacists to ignore pre-printed statements on Doctor's scripts stating no generic substitution:
 - c) Semi-private and private hospital room coverage shall be eliminated from Group Benefit Plans effective the first of the month following ratification. All employees and area hospitals will be advised that this coverage will no longer be available, and if an employee wants a semi-private or private room they will pay for same directly. However, where a hospital bills an employee for semi-private or private room without the employee having requested same, those bills will be paid by the City of Sudbury on presentation of invoices to the Human Resources Department, and the issue of improper billing will be taken up by the city with the hospital involved. The issue of improper billing will be taken up by the City with the hospital involved. The issue of improper billing will not exist where only semi-private and/or private rooms are available and the caring institution can legally force the fee for the room to be paid. In such instances the fee for the room will be paid by the City of Sudbury.
 - (d) Management proposes a freeze at current O.D.A. Fee Schedule (January 1, 1999) with the understanding that where a dentist bills an employee for O.D.A. lag, those bills will be paid by the City of Sudbury on presentation of invoice to the Human Resources Division.

Furthermore, the Parties agree that this particular issue will be dealt with by the Joint Union/Management Benefits Review Committee.

- (e) Management will refer the issue of Physiotherapy to the Manager of Occupational Health & Safety and its application to the Modified Work Program.

- (f) The Parties agree to form a Joint Union/Management Committee to review the entire issue of Benefit Costs and Administration including plan design. The Parties will have the assistance of a representative from the firm of M.J. McLaughlin + Associates for this purpose.

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

DATED at Sudbury, Ontario this 7th day of ~~October~~, 1999.

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6**

**THE CORPORATION OF THE CITY
OF SUDBURY**

Per: *Simoneau*
President

Per: *Mike Bell*
Deputy Mayor

Per: *Eric Sutherland*
Secretary

Per: *[Signature]*
City Clerk

Per: *[Signature]*
Representative

Per: *[Signature]*
City Manager

[Signature]
Witness

Per: *[Signature]*
Assistant City Manager,
Emergency and Corporate Services

[Signature]
Witness

Per: *[Signature]*
Labour Relations Officer

Witness

May 19, 1999

Mr. Mike Grenon
Vice-president
C.U.P.E Local 6

**RE: WINTER CONTROL
ASSIGNING OF HIGHER WAGED EMPLOYEES
AND CALL OUT PROCEDURE**

Dear Mike:

This letter will confirm our understanding of the agreed procedures on the following two items:

ITEM 1 -ASSIGNING 'HIGHER RATED' PERMANENT EMPLOYEES

We have some permanent employees with permanent "higher rated" classifications that are not required full time during the winter months, i.e. Bricklayers, Subforeperson-Asphalt, Subforeperson "B", Grader Operator, etc. These employees do not bid on winter control postings because they would lose their higher rate of pay.

Historically, these higher rated employees have been assigned to winter control positions before the balance of necessary winter control positions are obtained through the posting procedure. The Union acknowledges that Management has the right to assign these employees.

The following procedure has been developed:

- i) Higher rated employees who do not bid on a limited winter control posting will be assigned to a position for which they are qualified and where their seniority would place them. Their initial position will be determined after the first round of postings has closed.

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- ii) For the first round of postings Management will assume that the "higher rated" employees will be Truck Drivers - Winter Control, then Operator Bs, then Utilitypersons.
- iii) Assigned higher rated employees will now be eligible to share equally in all overtime in their assigned classification.

ITEM 2 - CALL OUT PROCEDURES FOR NON-CONTINUOUS OVERTIME

Definitions

- 1) For the purposes of these procedures the following classifications will be included in Winter Control Operations:
 - Yard Attendant
 - Grader Operator
 - Plow Operator/One Person Multi Function Operator
 - Day Shift Spreader Operator/One Person Multi Function Operator
 - Shift Patrol Operator
 - Operator A (Boiler)
 - Operator B
 - Utilityperson
 - Temporary Labourer
- 2) The Maintenance Operation Division will include work in the following areas:
 - Road Maintenance
 - Parks/Forestry Maintenance
 - Garage/Equipment Maintenance
 - Garbage/Refuse Collection
 - Facilities/Carpenters
 - Sign Shop
 - Utilityperson

Procedures:

- 1) Two lists will be maintained for each classification. List 1 will be for permanent and probationary employees. List 2 will be for temporary employees. All employees on List 1 will be offered non continuous overtime before temporary employees within the classification (i.e. holding a job posting) on List 2. There will be no balancing of overtime between List 1 and 2 for each classification.

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- 2) Call out for non continuous overtime will be made from the current overtime call out lists.
- 3) Employees will be called in order as described later herein. When there is a tie in overtime hours employees will be called in order of seniority.
- 4) The call out order will be maintained until the next updated list is prepared. Supervisors will not attempt to balance overtime "on the fly", either during or between call outs. The calculation of overtime hours will be by the Maintenance Office Co-ordinator, or designate.

Management will endeavour to keep the overtime list as current as possible and will attempt to update the list prior to each weekend with any "last minute" changes due to vacation approvals, etc.

- 5) Employees off on vacation or sick leave are not eligible for non continuous overtime until after their return to work. If such an employee is called for non continuous overtime they must immediately notify the Supervisor of their status. This procedure is especially important when Supervisors are calling out from other sections of operations in the entire bargaining unit. If an employee fails to notify the Supervisor and works a shift for which he was not eligible, he/she will also be charged the hours worked by the originally eligible employees on the next call out.

It will be the responsibility of an employee to notify the Maintenance Office Co-ordinator of their unavailability for overtime work during the Winter Control period.

- 6) Non continuous overtime for all classifications within Winter Control Operations will be offered in the following order:

NOTE: Equitable distribution of overtime will only occur for work performed within the employee's classification.

- a) Employee lowest in overtime from within the same classifications, then
- b) Permanent qualified employees in accordance with seniority from within Winter Control Operations, then
- c) Permanent qualified employees in accordance with seniority from within the Maintenance Operations Section, then

continued .../4

- d) Permanent qualified employees in accordance with seniority from within the Local 6 Bargaining Unit, then
 - e) Temporary Employees.
- 7) During overtime, the only function provided by the Yard Attendant is that of Loader Operator either in or out of the Yard.. Therefore, when the Yard Attendant is not available for overtime, the overtime will first be offered to employees within the Operator B classification.
 - 8) Employees who accept non continuous overtime will be expected to work their next normally scheduled shift.
 - 9) Every attempt will be made to accommodate employees who are missed from non continuous overtime call out. As applicable additional overtime shifts will be offered to the missed employee to balance overtime.
 - 10) Management agrees to continually monitor the overtime lists and keep them as balanced as possible within the same classification during the applicable season.
 - 11) Management agrees to review the overtime lists semi annually at the end of both the Summer and Winter Control periods {April 30 and October 31} except annually {September 30} for the Mechanical Area. If there is an unreasonable discrepancy in the number of hours between employees within the same classification, caused by incorrect call out orders, etc. within reasonable control of Management, Management and the Union will search the cause and if warranted, balance the hours within one to two call outs. The employee will first be offered additional overtime shifts. If overtime shifts are not available the employee can either be paid or given equivalent hours of banked overtime.

These procedures will supersede the letters dated 1994-12-28 ,1988-02-12 and 1996-06-26.

Yours very truly,



C. Wood, C.E.T.
Director of Maintenance Operations
CW/la

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF SUDBURY (The City)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6 (The Local)

The parties acknowledge that The City is interested in increasing the garbage collection areas of the Municipality to be collected by the employees of the City who are members of the Local and to increase the availability of garbage collection service to all residential units and commercial businesses (the service level increase) in accordance with the terms and conditions of the Garbage By-law and current practices

And Further The Local is interested in securing a long term commitment by the City to have members of the local collect and dispose of garbage, refuse and rubbish.

Therefore the parties agree as follows:

GARBAGE COLLECTION SERVICE LEVELS

1. The employees of the City who are members of the Local will assume residential and commercial collection of Ward 8 (Copper Cliff) and the part of Ward 9, north of the south-east by-pass.
2. The target date for implementation of the service level increase is tentatively set for September 1, 1998, subject to ratification by the Union Local and subject to the approval of City Council.
3. The implementation of collection by City crews of Ward 8 and the part of Ward 9, can begin prior to September, 1998 by mutual agreement on the collection logistics.
4. This work will be assigned to the Local for a seven year period from the implementation date of service level increase approved by City Council.
5. The Central business District, and the balance of Ward 9, will continue to be collected by private contractor.

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GARBAGE COLLECTION OPERATING PROCEDURES

1. Following implementation of the service level increase, collection will consist of a basic complement of five - three person collection crews working on the present task force system which will result in the Union's work force complement increasing by four permanent positions. The permanent garbage truck driver that will be displaced will retain his permanent classification and rate of pay. He will automatically fill the first available permanent garbage truck driver vacancy. He will remain part of the garbage collection crew. If he does not hold a limited posting, he will be given first opportunity to fill any short term vacancies-gonger than one day), as either a garbage collector or garbage truck driver.
2. Crew numbers, crew sizes and collection weights will be reviewed twelve (12) months from the date of implementation of increase of service levels and annually thereafter. Crew sizes and crew numbers will be adjusted accordingly in accordance with Items 3, 4 and 5 contained herein.
3. The total daily tonnage limit for the five - three person crews will be 150 tonnes (30 tonnes per crew) between March 1 and November 30, and 130 tonnes (26 tonnes per crew) between December 1 and the end of February. The total daily tonnages will be monitored daily during the winter months. If a fourth daily load is required on a consistent basis, the parties agree to review the daily weight limit at that time.
4. If total daily weights increase above these limits, additional three person crews will be added accordingly. During either the spring clean-up or after Christmas periods, it is agreed that if the total daily weights are above the agreed upon limit, an additional crew will be added the following day. The additional crew will continue until the daily total weights fall below the agreed limit. At such time the additional crew will be removed the next day. The practise of adding an extra crew for the same day the following week will be discontinued during these two seasonal periods. The present system of daily monitoring and adding crews will continue for the balance of the year.
5. If total daily weights decrease below these total daily tonnage limits over a full season (winter or summer), the number of crews will be reduced to comply with the agreed upon total daily tonnage limits. Garbage weights and crew sizes will be reviewed annually.
6. The present system and procedures and rules for the operation of safety buttons on the garbage trucks will remain. The crews are reminded that while compacting in "one-collector" mode, the second-collector and/or driver must not be behind the front of the rear wheels of the garbage truck.

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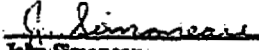
7. The starting time for crews for pick up days on Christmas Day and Boxing Day shall be at 8:00 a.m. This starting time may be varied for reasonable cause to any other time mutually agreed to.


LETTER OF COMMITMENT


That this Memorandum of Understanding be appended to the Collective Agreement as a Letter of Commitment.

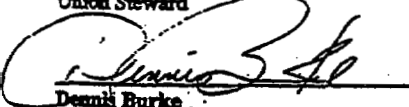
Dated at Sudbury, this 12th. day of June, 1998.


Canadian Union of Public Employees, The Corporation of the City of Sudbury
Local 6

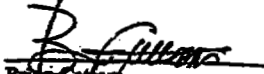

John Simonsen
President


Gord Engstrom
Vice-President



Eric Bertrand
Union Steward


Dennis Burke
Representative


Gary Polansky
City Manager


Brian Cottam
Assistant City Manager
Engineering & Community Services.


Clive Wood
Director of Maintenance Operations


Greg Clausen
Director of Technical/Development Services

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made in triplicate this 30th day of October 1998.

BETWEEN:

THE CORPORATION OF THE CITY OF SUDBURY
(Hereinafter referred to as "the Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6
(Hereinafter referred to as "the Union")

NOTWITHSTANDING the current terms of the Collective Bargaining Agreement between the Parties, the Parties herein acknowledge that the City is interested in expanding Winter Control Services provided by C.U.P.E. Local 6 to include the service area of the South and West portions of the City commonly referred to as Snow Plow Areas 21, 22, 23 and salt/sand Areas S-7 and S-8 on a trial basis.

AND FURTHER THAT as a result of the Local being **cost** competitive with outside contractors, the Local is interested in establishing new work areas for plowing, sanding, and salting which have traditionally been provided by contractors of the City to have members of the Local plow, sand, and salt these areas as required by the City.

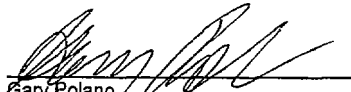
THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Local 6 employees will carry out Winter Control services previously contracted out in the areas commonly referred to as Snow Plow Areas 21, 22 and 23 and encompassing the **duties** previously assigned as Areas S-7 and S-8. Service would be completed utilizing a multi-function tandem truck or any truck assigned in the case of breakdowns during this trial period.
2. Winter Control service to these areas must be maintained consistent with the *City's* guidelines and current service levels.
3. Areas PL21, PL22 and parts of PL23 (including S-7 and S-8) will be maintained by **two (2)** employees in the classification of one person multi-function tandem truck under the Schedule "B" - day shift spreader hours of work. The position held for PL22, (S-7) will have the hours of work between 5:00 a.m. and 1:00 p.m.
4. Level of staff for Winter Operations, plowing, salting and sanding will remain status quo or as determined by the City.
5. When the operators for Areas PL21, (S-8) and PL22, (S-7) are not available or have worked 16 hours in a 24 hour period. The procedure for backfilling is as follows:
 - a) first offer to other day shift spreaders at applicable over-time rate
 - b) failing Step a), the City be allowed to utilize employees at their regular rate for the first eight (8) hours worked in a twenty-four (24) hour period.

6. To further improve the City's ability to ensure that the service is provided at the acceptable level a Training Opportunity for Multi-Purpose Units will be put in place.
7. Method for achieving the number of required units:
 - a) Multi-function Unit S-6700 from PL23 to be moved to Area PL22 vacated by contractor for the purpose of plowing, sanding and salting as required.
 - b) Move the unit assigned to plow Area PL21 to PL23.
 - c) Unit S-6690 will be the multi-function unit assigned to Area S-8 and PL21 for the purpose of plowing, sanding and salting as required.
 - d) Two (2) multi-function positions will be utilized for areas serviced by S6690 and S6700.
 - e) Unit S-6690 and S-6700 primary plows will be a standard one way plows and wing.
8. This Memorandum of Agreement and trial period will be reviewed on a month by month basis from November 1998 to April 1999 however, in the event the City determines this arrangement not to be adequate, it shall have the ability at any time to deem this Memorandum of Agreement to be at an end.
9. That this Memorandum of Agreement be appended to the Collective Agreement as a Letter of Commitment.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and Corporate seal under the hands of their duly authorized officers in that behalf on the 30 day of October, 1998.

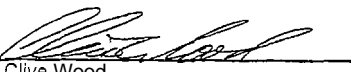
**CORPORATION OF THE
CITY OF SUDBURY**



Gary Polano
City Manager



Brian Cottam
Assistant City Manager
Engineering & Community Services

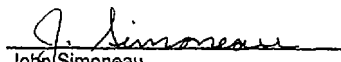


Clive Wood
Director of Operations

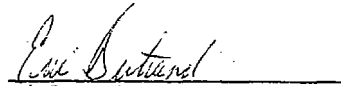


Ed Eibl
Labour Relations Officer

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 6**



John Simoneau
President



Eric Bertrand
Executive Member

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement Made in Triplicate this _____ day of June, 1999.

BETWEEN:

THE CORPORATION OF THE CITY OF SUDBURY
(hereinafter referred to as "the Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6
(hereinafter referred to as "the Union")

WHEREAS on April 21st, 1998 a meeting was held between the Union and the Employer to discuss Recreational Arena Employee concerns regarding the division of overtime;

AND WHEREAS at this meeting it was determined by the Union and the Employer to amend Letter of Commitment C-7 - Division of Overtime, and Article 18:08 Section 2 of the Collective Agreement;

THEREFORE, THE PARTIES HAVE AGREED to amend Letter of Commitment C-7 - Division of Overtime, and Article 18:08 Section 2 of the current Collective Agreement expiring March 31, 1999 to read as follows:

C-7 - DIVISION OF OVERTIME - RECREATIONAL ARENAS

Arena Chief Operators, Arena Maintenanceperson Leadhands, Arena Maintenancepersons and Arena Shift Operators employed at the following facilities:

- BARRYDOWNE ARENA
- CAMBRIAN ARENA
- CARMICHAEL ARENA
- COUNTRYSIDE ARENA
- MCCLELAND ARENA

- 1) Overtime hours continuous with a regular shift at any of the previously listed Recreational Arenas will be worked by the regular shift employee assigned to that specific Recreational Arena and such overtime hours will be posted to the overtime list.
- 2) Overtime hours at any of the Recreational Arenas previously listed that are not continuous with a regular shift will be divided as equally as possible between Arena Chief Operators, Arena Maintenanceperson Leadhands, Arena Maintenancepersons, and Arena Shift Operators assigned to that specific Recreational Arena.

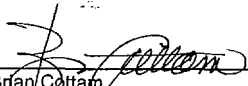
- 3) The overtime mentioned above will not be offered to employees of other Recreational Arenas previously listed until it is offered to and refused by all Arena Chief Operators, Arena Maintenanceperson Leadhands, Arena Maintenancepersons, and Arena Shift Operators assigned to the specific Recreational Arena where the overtime is required.
- 4) It is understood by the Parties that the two (2) "Floaters" in the Recreational Arena System will be assigned to Home Arenas. One "Floater" will be assigned to Cambrian Arena, and the other "Floater" at Barrydowne Arena.
- 5) The overtime mentioned in paragraph #2 and # 3 above will not be offered to employees of the Sudbury Community Arena until it is offered to and **refused** by all Arena Chief Operators, Arena Maintenanceperson - Leadhands, Arena Maintenancepersons, and Arena Shift Operators employed in the Recreational Arenas previously listed.
- 6) **It is understood that the division of overtime as outlined in paragraph #2 above will be administered by the employees assigned to that specific Recreational Arena and that the Union will not institute Grievances as a result of disputes arising from the division of overtime so administered**
- 7) It is understood that the Employer is responsible for administering overtime when the provisions of paragraph #2 above are exhausted. It is further understood that disputes arising from the division of overtime where the Employer is responsible for administering the overtime are subject to the grievance process in accordance with Article 8 of the current Collective Bargaining Agreement.
- 8) The Employer agrees to post in each Recreational Arena, a list of overtime hours actually worked by all Arena Chief Operators, Arena Maintenanceperson Leadhands, Arena Maintenancepersons, and Arena Shift Operators. This list will be posted bi-weekly and will not include the premium hours an employee is entitled to as a result of working their regularly scheduled shift on a Paid Holiday in accordance with Article 15:01 of the current Collective Bargaining Agreement. Refusals of overtime hours will not be posted to the overtime list.

18:08 - BANKING OF OVERTIME

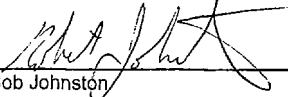
- 2) For employees working in the classification of Arena Chief Operators, Arena Maintenanceperson Leadhands, Arena Maintenanceperson, and Arena Shift Operators, the maximum number of hours permitted to accumulate will be Two Hundred (200) hours. It is agreed and understood that any such accumulated time not taken by August 31st of any given year will be paid for by the Employer in accordance with the provisions of Article 18:01. In the event an employee accumulates hours at the start of a new ice season (i.e., July start-up) which begins prior to the aforementioned August 31st payout then Article 18:08 (2) (a) will prevail:
 - (a) In the event an employee accumulates hours at the start of a new ice season which begins prior to the August 31st payout as indicated in Article 18:08 (2), the employee will be permitted to accumulate Two Hundred (200) hours for that season and such accumulated hours not taken will be paid by the Employer not later than August 31st of the following calendar year.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and Corporate seal under the hands of their duly authorized officers in that behalf on the ____ day of June, 1999.

**CORPORATION OF THE
CITY OF SUDBURY**



Brian Cottam
Assistant City Manager
Engineering and Community Services



Bob Johnston
Director, Facilities and
Transportation Services

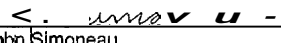


Jean McConnell
Manager Recreational Services

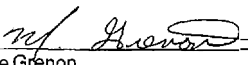


Ed Eibl
Labour Relations Officer

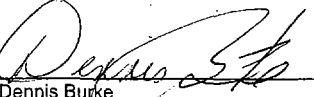
**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 6**



John Simoneau
President, C.U.P.E. Local 6



Mike Grenon
Vice President, C.U.P.E. Local 6



Dennis Burke
C.U.P.E. Representative

MODIFIED WORK PROGRAM

BETWEEN

THE CORPORATION OF

THE CITY OF SUDBURY

AND

CUPS LOCALS 6, 6 AIRPORT,

207 AND 1662

STATEMENT OF POLICY

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

OBJECTIVES

The objectives of the Modified Work Program are:

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

ELIGIBILITY

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

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

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

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

MODIFIED WORK PROGRAM TEAM (MWP TEAM)

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

Participants

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

RESPONSIBILITIESDisabled Worker

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

RESPONSIBILITIES continuedHealth Practitioner (Employee's)

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

Human Resource Representative

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

Union Representative

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

RESPONSIBILITIES continuedModified Work Team

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

Department Representative

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

WSIB Representative/LTD- WI

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

CONDITIONS OF MODIFIED WORK EMPLOYMENT

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

PROCEDURES**TEMPORARY MODIFIED WORK**

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

PROCEDURES continued**TEMPORARY MODIFIED WORK continued**

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

PERMANENT MODIFIED WORK

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

PERMANENT MODIFIED WORK continued

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

MEMORANDUM OF AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 6
LOCAL 207
LOCAL 1662
LOCAL 8 AIRPORT

(Hereinafter referred to as the "Union")

AND

THE CORPORATION OF THE CITY OF SUDBURY
EMPLOYER

(Hereinafter referred to as the "Employer")

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

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

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

James Caldwell

Peter Samuels

[Signature]

[Signature]

For the Corporation of the
City of Sudbury

[Signature]

for CUPE Local #8 (airport)

A. Engholm

for CUPE Local #8

[Signature]

for CUPE Local #207

[Signature]

for CUPE Local # 1882

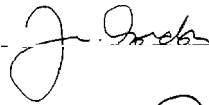
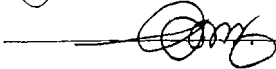
BY-LAW 99-178



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

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

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

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

 Mayor
 Clerk

 city of / ville de
SUDBURY
certified a true copy / certifié conforme

city clerk / greffier municipal