

SOURCE	City
EFF.	900401
TERM.	920331
No. OF EMPLOYEES	156
NOMBRE D'EMPLOYÉS	156

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF TIMMINS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL #210

April 1, 1990

to

March 31, 1992

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COLLECTIVE AGREEMENT

BETWEEN :

THE CORPORATION OF THE CITY OF TIMMINS(Hereinafter referred to as the "Corporation")
OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL #210(Hereinafter referred to as the "Union")
OF THE SECOND PARTARTICLE #1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to this Agreement:
1. To maintain and promote the harmonious relations and settled conditions of employment between the Corporation and the Union.
 2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
 3. To encourage efficiency in operation.
 4. To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.

NOW THEREFORE the parties agree as follows:

ARTICLE #2 - MANAGEMENT RIGHTS

2.01 The Union agrees that the Corporation has the exclusive rights and powers to manage the plants and departments, direct the working forces and to hire, retire in accordance with the OMERS plan in effect, promote, transfer, classify, demote, lay-off, suspend, and discharge, subject to the terms of this Agreement, for just cause.

ARTICLE #3 - RECOGNITION3.01 Bargaining Unit

The scope of this Agreement shall apply to all employees of the Public Works Department, Parks & Recreation Department, Public Cemeteries, Water Filtration Plants, Animal Control Officers and Maintenance Persons of the Department of Building and Maintenance, all of the City of Timmins, save and except the Works Superintendent,

Foremen, persons above the rank of Foreman, office staff employees, and those employees working in recreational programs who do not perform work normally done by bargaining unit employees.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any **jobs** which are included in the bargaining unit, except for purposes of instruction, experimenting or emergencies, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.

3.04 In respect of employees covered by this Agreement, the corporation shall not recognize during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

ARTICLE #4 - NO DISCRIMINATION

4.01 Corporation and Union Shall Not Discriminate

The Corporation and Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of his membership in a Labour Union.

ARTICLE #5 - PROBATIONARY PERIOD

5.01 **An** employee shall be considered a probationary employee for the first four (4) months of his employment with the Corporation and after four (4) months his name shall be placed on the seniority list. After completion of the probationary period, seniority shall be effective from the original date of employment. Students who perform work of the bargaining unit at the cemetery and Parks & Recreation who attend educational institutions and are working on seasonal employment shall be excluded from becoming permanent employees unless they advise the Employer they are not returning to school, after which time the probationary period shall apply to them. These employees are to pay dues as per the Collective Agreement. Probationary employees shall be excluded from receiving employee benefits during their probation. Once the probationary period is served, they shall be eligible for all benefits effective the first day after they complete their probationary period.

ARTICLE #6 - UNION SECURITY AND DUES CHECK-OFF

6.01 All employees covered by this Agreement shall within thirty (30) days of the signing of this Agreement, become and remain members of the Union for the duration of this Agreement, as a condition of their employment.

6.02 All employees covered by this Agreement shall be required to sign a union card at the commencement of their employment and union dues shall be deducted bi-weekly. The Employer will deduct the initiation fee from employees from the second pay following the commencement of employment. All employees covered by this Agreement shall remain members in good standing for the duration of the Agreement as a condition of their employment.

6.03 The Corporation agrees to deduct union dues and initiation fees from all employees covered by this Agreement in the amounts certified by the Union to the Corporation to be currently in effect according to the constitution and by-laws of the Union, subject to changes made from time to time.

6.04 The Corporation agrees to deduct the amount of dues, assessments or initiation fees each month on the second payday, and to remit the amount of dues, assessments and initiation fees so collected to the Treasurer of the Union no later than the fifth day of the following month. The Corporation when remitting the dues, assessments or initiation fees so collected to the Treasurer of the Union shall include a list clearly setting forth the names from whom the dues were deducted and also showing any additions or deletions in staff. The Corporation shall give the reason why a name is deleted.

6.05 Employer Notification to Union

The employer shall advise the Union of all hirings and lay-offs.

ARTICLE #7 - TEE CORPORATION SHALL ACQUAINT NEW EMPLOYEES

7.01 The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment dealing with union security and dues checkoff.

7.02 All employees shall be presented with a copy of the Agreement by the Corporation. The Corporation shall issue forty (40) copies of the revised Collective Agreement to the Union within thirty (30) days of the signing of the Agreement, and shall, within a reasonable amount of time, issue to each employee within the bargaining unit, a copy of the contract in booklet form, or some form similar to a booklet.

ARTICLE #8 - CORRESPONDENCE

8.01 Unless otherwise provided therein, any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Corporation

chief Administrative Officer,
 Corporation of the City of Timmins,
 220 Algonquin Blvd. East,
 Timmins, Ontario. P4N 1B3

To the Union

Recording-Secretary, CUPE, Local #210,
 P.O. Box #536,
 Timmins, Ontario. P4N 7E7

8.02 Any notice so mailed shall be deemed given as of the next business day after the date of mailing (Saturdays, Sundays, and Holidays excluded). The registration receipt shall establish the date of mailing.

8.03 Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE #9 - UNION COMMITTEES

9.01 The Corporation acknowledges the right of the Union to appoint or otherwise select committees and the number of stewards as indicated in Section 10.01 of this Agreement. The Union shall advise the Corporation of the personnel serving on these committees and also the names of the stewards. THE Corporation shall supply the Union with the names of all of its Foremen, Superintendents, and other officers of the Corporation who may be called upon to perform any act in connection with this Agreement and to set out along such names, their titles in such a manner as to indicate the nature and extent of their authority.

9.02 The Union acknowledges that stewards, members of the Committees and Union Officers have regular duties to perform on behalf of the Corporation. Such persons shall not leave their regular duties without receiving permission from their immediate supervisor and such permission shall not be unreasonably withheld.

9.03 When resuming their regular duties they shall report to their immediate supervisor and shall give a reasonable explanation which may be requested with respect to their absence.

9.04 It is clearly understood that stewards and other union officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business and that in accordance with this understanding the Corporation shall compensate such employees for the time spent in handling grievances and attending meetings of grievances and other committees at their regular hourly rate of pay and this does not apply to the time spent on such matters outside regular working hours.

ARTICLE #10 - STEWARDS AND OTHER UNION COMMITTEES

10.01 (a) The Corporation agrees to recognize seven (7) stewards, to be elected or appointed by the Union and whose names shall be placed on file with the Clerk of the Corporation, subject to change from time to time.

(b) These stewards will comprise a Grievance Committee to represent the employees who are covered by this Agreement in all complaints and grievances.

(c) The grievor may be accompanied by the steward, President and Secretary of the Local at Stages 1, 2, and 3.

10.02 Safety and Health committee

The safety and health matters between the Corporation and the Union shall be dealt with by the Occupational Health and Safety Committee.

10.03 No employee shall be required to operate or be transported by any vehicle that is not in good safe working condition or be required to use any equipment or tool that is not in good safe working condition.

10.04 Negotiating Committee

The Union shall appoint or otherwise select a Negotiating Committee comprised of seven (7) employees of the Corporation. It shall be the duty of the Committee to negotiate an Agreement (and/or any modification, renewal or extension thereof), with the Corporation, and it shall negotiate any dispute as to the interpretation, meaning, or application of the terms and provisions of this Agreement.

10.05 Time Off For Meetings

Any representative of the Union on this Committee, who is in the employ of the Corporation shall have the privilege of attending meetings of the Joint Bargaining Committee held within working hours without **loss** of remuneration, providing that the Corporation has received at least twenty-four (24) hours notice of the time and date of the proposed meeting.


10.06 Representative of the Union

The Union shall have the right, at any time, to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Such representatives shall have access to the Corporation's **premises** in order to investigate and assist in the grievance.

The Corporation shall also have the rights of assistance, at any time, when dealing with or negotiating with the Union.

10.07 Copies of Resolutions

Copies of all resolutions, motions and by-laws or rules and



regulations adopted by the Council which affect the members of this Union are to be forwarded to the Union.

ARTICLE #11 - GRIEVANCE PROCEDURE

11.01 (a) Complaints and grievances shall be dealt with in the following manner and all grievances must be in writing and recorded within fourteen (14) working days of the alleged grievance.

(b) Time Limits

In determining the time within which any step is to be taken under the following provisions of this article, Saturdays, Sundays, and Statutory Holidays shall be excluded. Any and all the time limits fixed by this article may at any time, be extended by agreement in writing between the Corporation and the Union.

(c) Witnesses

At any stage of the Grievance Procedure, including arbitration, the conferring parties may **have** the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the works to view disputed operations and to confer with the necessary witnesses.

(d) Stage 1

The employee who may be accompanied by one (1) steward, shall take the matter up with their immediate Foreman and the Superintendent, who shall give their decisions within seventy-two (72) hours of receipt of the grievance, and failing settlement within the foregoing period, the grievor may then proceed to Stage 2, within seventy-two (72) hours of receipt of the answer from Stage 1.

Stage 2

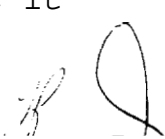
The employee, accompanied by the Grievance Committee, may take the matter up with a committee composed of the Chief Administrative Officer or his designate, the Chairman of the Personnel Committee, and the Department Head concerned, who shall render their decision within forty-eight (48) hours of receipt of the grievance **as** per Stage 1.

Stage 3

Within seven (7) working days following the decision in Stage 2, the Union Grievance Committee may take the matter **up** with the City Council or their designated representatives at which time an officer of the Union and a representative may be present. Failing settlement at this stage within fourteen (14) calendar days, then the matter may be referred to arbitration as provided in Article #12, provided that no **more** than fourteen (14) days have elapsed since the date of the decision by the City Council.

11.02 Group Grievance

In case a group of employees have an alleged grievance, it shall be taken up by the Grievance Committee at Stage 2.



11.03 General Grievance

Any differences arising directly between the Union and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted by either party to the other starting with Stage 2 of this procedure.

11.04 If any dispute is taken to arbitration, the Arbitration Board shall:

- a. Sustain the discharge,
- or,
- b. Reinstatement the employee with full pay for the time lost less monies earned during the time lost and with no loss of seniority.

11.05 Wage Grievance

When a grievance which affects an employee's rate of pay is settled in his favour, it shall be made retroactive to the time the grievance occurred.

ARTICLE #12 - ARBITRATION

12.01(a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable, or where an allegation is made that this Agreement has been violated either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitration or if the two appointees fail to agree upon Chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. 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 affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

12.01(b) In event one of the parties to this Agreement desires the services of a single arbitrator in accordance with Section 45 of the Labour Relations Act, the party so requesting shall notify the other, in writing, of the intention to request the single arbitrator, and shall forward a copy of the request to the Minister.

12.02 Expenses of the Board

Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the Corporation and the Union shall

jointly bear equally the expenses of the third party and any cost of the place of hearing of such arbitration hearings, which shall be held in the City Hall, or such other place as may be mutually agreed to by the parties hereto.

12.03 Decisions of the Board

In no event shall the Board of Arbitration have the power to change this Agreement, or alter, modify or amend any of its provisions, except in the case where both parties have mutually agreed that the Board may have the power to do so. However, the Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

ARTICLE #13 - DISCIPLINE AND DISCHARGE

13.01 Infraction Slips

(a) Whenever the Employer deems it necessary to issue an infraction slip to an employee for censure or discipline for cause, the employee may be accompanied by a steward and a copy of the infraction slip shall be forwarded to the Union.

(b) No infraction slip shall be placed in an employee's personnel record until he has been given a copy thereof and with a copy provided to the Secretary of the Union.

(c) The Employer shall consult with the respective steward prior to disciplinary action being taken against an employee as a result of an accident.

(d) **Any** employee upon request shall be permitted to examine his personnel file on record with the Employer.

(e) Minor infractions of non-disciplinary nature shall be recorded and after they have been in the employee's docket for one (1) year they shall be removed if there are no recurrences.

13.02 Discharge

If an employee is discharged and if he believes he has been unjustifiably discharged, he may have his grievance taken **up** under the Grievance Procedure, starting at Stage 2 if presented in writing within seven (7) working days after the date of dismissal, and not otherwise. If it should be settled finally in his favour, he shall be reinstated and paid his wages at his regular basic rate (less amounts earned during the time lost) for the hours per week, or any other arrangement which is just and equitable in the opinion of the conferring parties.

If said discharge is taken to arbitration the Arbitrator may:

(a) Sustain the discharge.

(b) Reinstatement the employee with full pay for the time lost (less monies earned during the time lost) and with no loss of seniority.

ARTICLE #14 - SENIORITY

14.01 Seniority shall **govern** all promotions, transfers, demotions, lay-offs and recalls within the bargaining unit, provided the employee with the longest service is qualified to do the job.

14.02 Seniority Lists

The Corporation shall post seniority lists on the bulletin boards. These lists shall be corrected and brought up to date every three (3) months **and** a copy of such list shall be forwarded to the Recording-Secretary of Local 210 and the Representative of the Union.

14.03 Loss of Seniority

An employee may only lose **his** seniority in the event:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failing to report to work fourteen (14) days after receipt of a notice to return to work after a lay-off.
4. After a lay-off extending for a period of more than twelve (12) consecutive months.

ARTICLE #15 - PROMOTIONS AND STAFF CHANGES**15.01 (a) Job Postings**

When a job is open or a new job is created with the Corporation, the said **job** shall be posted at once for seven (7) working days as follows:

1. Type and nature of job.
2. Rate of pay.
3. Location.

Employees shall be given preference in filling the job. Upon creation of all new jobs, the Corporation and the Union shall agree to rate of pay and working conditions, etc. In the event that a permanent employee or employees are not qualified to fill the job that is open or a new job which is created, **the** Corporation may employ anyone it so desires who is qualified for the position. The Corporation reserves the right to hire employees on a temporary basis to take care of emergencies.

The Corporation shall provide the Union with a copy of the posting and blank application forms. Appointments from within the bargaining unit shall be made within twenty (20) working **days** of posting. The Corporation shall **immediately** advise the Union of the name of the successful applicant.

15.01 (b) Subject to provisions of Clause 23.02, a permanent employee may request the Employer to consider him for employment as a permanent labourer in another division, yard, or department. Such written request, on a form provided by the Corporation, shall be retained and will be given preferential consideration, subject to necessary

qualifications, for a period of ninety (90) days subsequent to which the said request shall be negated.

15.02 The selected applicant to any new job shall have a trial period up to sixty (60) working days and during that period the Corporation will give written reasons to the Union if the said applicant is not satisfactory, in which case the applicant to a new job shall be returned to his former job and rate of pay without loss of seniority.

15.03 A list of the names of all unsuccessful applicants to any internal posting shall be sent to the Union Representative and the Recording-Secretary of Local #210.

ARTICLE #16 - LAY-OFFS AND RECALLS

16.01 Should circumstances require a reduction within the bargaining unit, probationary employees shall be laid off first and then starting with those of the least seniority.

16.02 When employees have been laid off under Section 16.01 of this Article, and the jobs have re-opened, employees shall be called back on a seniority basis.

16.03 When employees are to be recalled by the Corporation, they shall be notified by registered mail to their last place of residence known to the Corporation, and if they fail to report to work within fourteen (14) days after the mailing of such notice, then the Corporation shall be under no obligation to re-employ them. The Secretary of the Local is to receive a copy of the notice of recall.

ARTICLE #17 - HOURS OF WORK AND OVERTIME

17.01 Hours of Work

The regular hours of work for all employees covered by this Agreement, with the exception of shift employees shall be as follows:
 Five (5) eight (8) hour shifts
 Monday to Friday inclusive with one-half (1/2) hour off for lunch 7:30 a.m. to 4:00 p.m.

17.02 From 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m., Monday to Friday inclusive.

17.03 Meal Allowance

One-half (1/2) hour meal time shall be included as part of the regularly scheduled work period for employees on afternoon and graveyard shift.

17.04 Minimum Hours

An employee who reports for work without having been previously notified not to report shall be given four (4) hours pay or four (4) hours work on a job other than his own, provided that in

either case it shall be the rate he normally receives.

17.05 Overtime Defined

(a) All time worked beyond the normal work day, the normal work week, on a day of rest, or on a Holiday, shall be considered as overtime, subject to Clause 17.07,

(b) **An** employee who agrees to start work up to three (3) hours prior to the start of **his** regularly scheduled shift, must complete his regularly scheduled shift or be paid straight time for such hours worked.

17.06(a) All Overtime, except as hereafter detailed, shall be awarded on seniority, according to the seniority list applicable for each department, yard, division and crew. The most senior qualified person shall be called first, and if he should decline or fail to respond in a reasonable time, the next most senior qualified person shall be called. Where overtime is a continuation of the job or work at hand, the employee engaged in performing the task shall be permitted to continue said work after completion of the regular shift. (See Schedule "D" as amended each three (3) months as per Clause 14.02)

17.06(b) When an employee is on sick leave, bereavement, an approved or unapproved leave of absence (excluding vacation) he/she shall not be called out for overtime.

17.07 Overtime Rates

Overtime rates shall apply for work as follows:

1. On a Regular Work Day
Time and one-half any one day or shift at his daily rate of pay.
2. On a Holiday
Double time for all hours worked at his daily rate of pay plus his normal day's pay.
3. On a Day of Rest
Time and one-half his daily rate of pay.
4. On a Sunday
Double time his daily rate of pay.
5. Employees commencing work at 11:30 p.m. on a regularly scheduled shift preceding a holiday will receive overtime premiums as set out in Article 17, Clause 17.07 Subsection 2.
6. Employees commencing work at 11:30 p.m. on a regularly scheduled shift on a holiday shall not receive overtime premiums as set out in Article 17, Clause 17.07, Subsection 2.

17.08 Minimum Call-Back Time

Employees who are called back to work for an emergency outside of regular hours shall receive overtime rates and shall be guaranteed a

minimum of three (3) hours pay at time and one-half their basic hourly rate of pay.

17.09 No Lay-offs to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

17.10 All holidays as set out in Clause 18.01 shall be for purpose of computing weekly overtime as hours worked. Example: If a holiday(s) as outlined in Clause 18.01 is observed during the work week, the work week then becomes a 32 or 24 hour work week, and all hours worked in excess of 32 or 24 hours shall be deemed as overtime and paid at one and one-half (1 1/2) times his rate of pay.

17.11 Overtime for Part-Time Employees

Part-time employees working less than eight (8) hours per day, and who are required to work longer than the regular working day,, shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day, and for all work performed on holidays and regular days off.

17.12 Overtime Meal Allowance

Employee(s) working more than ten (10) consecutive hours in any shift shall be provided with a meal or allowance to a maximum of \$8.00. Effective April 1st, 1991, the maximum shall be \$9.00.

17.13 Twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during each normal rest period.

17.14 Shift Differential

The shift differential for all employees working the afternoon or graveyard (night) shift, with the exception of the listed snow operations crews, shall be \$0.70 (seventy cents) per hour. Effective April 1, 1991, the shift differential shall be \$0.80 (eighty cents) per hour.

The shift differential for the listed snow operations crews shall be \$0.80 (eighty cents) per hour for all hours worked on these shifts during the period of November 15th to April 30th. Effective April 1, 1991, the shift differential for the listed snow operations crews shall be \$0.85 (eighty-five cents) per hour for all hours worked on these shifts during the period of November 15th to April 30th.

Shift differential shall not apply when overtime rates are applicable.

17.15 Shifts - Parks & Recreation and McIntyre Arena

Facilities personnel shall work on a twenty-one (21) day shift cycle, with flexible starting hours. Where possible, the shifts

incorporated on Schedule "C" attached hereto, and forming part of this Agreement, shall be carried out. The graveyard shift schedule, i.e., shall have the option of starting a graveyard shift schedule, i.e., 11:00 p.m. to 7:00 a.m., if so required

17.16 ~~Shifts - Public Works & Water Filtration Plant~~

Shift schedules as required will be in accordance with shift schedules indicated on Schedule "B" attached hereto, and forming part of this Agreement.

17.17 ~~Shifts - Animal Control~~

21-day shift cycle.

7:30 a.m. to 4:00 p.m. with (one-half) 1/2 hour for lunch.
1:00 p.m. to 9:00 p.m., with lunch time included.

Effective April 1, 1990, the shift differential shall be \$0.70 (seventy cents) per hour for the 1:00 p.m. to 9:00 p.m. shift.

Effective April 1, 1991, the shift differential shall be \$0.80 (eighty cents) per hour for the 1:00 p.m. to 9:00 p.m. shift.

17.18 ~~Shifts - Cemetery~~

May 1st to November 30th

One (1) **shift** works Monday to Friday.

One (1) shift works Tuesday to Saturday.

8:30 a.m. to 5:00 p.m. with 1/2 hour for lunch.

Summer help would work on these days and times as well.

December 1st to April 30th

One (1) shift - Monday to Friday.

7:30 a.m. to 4:00 p.m. for lunch.

17.19 (a) ~~Exclusions from Shift Work~~

Employees who for medical or justifiable reasons wish to be excluded from shift work shall be excluded only if mutually agreed upon between the Employer and employee.

17.19 (b) Employees who are excluded from shift work shall not be eligible for overtime work.

Existing employees who are excluded from shift work at the time of the signing of this agreement shall not lose any of their present posting(s).

17.20 ~~Exemption from Overtime~~

Overtime shall not apply to the Sunday night start of the scheduled graveyard shift 11:30 p.m. to 7:30 a.m., except for circumstances as outlined in Clause 17.07.

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17.21 Lunch Provisions

Employees on the afternoon or graveyard shift shall take their lunch on the job during the eight hour shift.

17.22 Where it becomes obvious to the Corporation that there is no purpose or work available for any employee, or employees, on afternoon or night shifts, said shifts may be discontinued on notice of twenty-four (24) hours. Employees originally scheduled for these shifts will be returned to regular day shifts.

17.23 An employee working overtime may have the choice of receiving overtime pay or equivalent time off at a later date, such date to be subject to the Corporation being able to maintain efficiency in all departments.

Employee(s) shall be allowed to accumulate a maximum of one (1) week in any one calendar year.

Employee(s) accumulating time off for the future must make it be known to the Employer immediately on accepting to work overtime. When an employee(s) is requesting equivalent time off with pay in lieu of overtime payment, he must give to the Department Head concerned a minimum three (3) weeks notice prior to the requested time off with pay.

ARTICLE #18 - PAID HOLIDAYS

18.01 Employees, on completing thirty (30) consecutive working days of employment and permanent employees shall receive a regular day's pay for the following holidays:

New Year's Day	Good Friday
August Civic Holiday	Easter Monday
Labour Day	Victoria Day
Thanksgiving Day	Dominion Day
Christmas Day	Boxing Day


In addition to the above paid holidays, each employee who has been employed for more than six (6) consecutive months will be entitled to an additional three (3) paid floater holidays to be taken during the calendar year. The employer and employee shall mutually agree to schedule such floater holidays with a view to the efficiency of the department. The employee shall submit his request at least one week in advance.

And any other shall be granted as a paid holiday if it is proclaimed by the federal, provincial or municipal governments.

Employees must work the day before and the day after such holidays, unless properly excused by the Corporation or unless on vacation in order to be entitled to holiday pay.

18.02 Holidays Falling on Weekend

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, Friday or the following Monday and/or Tuesday shall be deemed to be



ho' days for the purpose of this Agreement.

ARTICLE #19 - VACATION WITH PAY

19.01 Length of Vacation

Employees shall receive an annual vacation with pay as follows:

Less than one year	As per the Employment Standards Act
One year or more	Two (2) weeks.
Four years or more	Three (3) weeks.
Seven years or more	Four (4) weeks.
<u>Effective April 1, 1990</u>	
Fifteen years or more	Five (5) weeks.
<u>Effective April 1, 1991</u>	
Thirteen years or more	Five (5) weeks.

Effective April 1, 1989

Vacation credits will be pro-rated commencing with any cumulative absences over three months in a calendar year. Absences shall not include vacation, time off in lieu of overtime, or leaves of absence (excluding sick leave). For WCB absences, vacation credits will be pro-rated commencing with any absence over six months.

19.02 Holidays During vacation

Should any of the aforementioned paid holidays provided in Article #18 of this Agreement fall during an employee's vacation period, then such employee shall be granted an extra day's vacation with pay.

19.03 Approved Leave of Absence During Vacation

Where an employee qualifies for bereavement, during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

19.04 Employees may, upon giving at least three (3) working days notice, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

19.05 Vacation

In order that the Employer may schedule annual vacations, the Employer shall post a Vacation Request Form upon which each employee shall indicate dates upon which they prefer to take their earned vacations.

- (a) This form shall be posted by January 1st of each year, or the closest working day thereto, and shall remain posted for sixty (60) days.

- (b) Holidays shall be awarded on a seniority basis with a view to the efficiency of the department. Where a number of employees in the same section, crew, etc., seek the same dates, seniority shall apply. Employees will be called in to select alternate dates where original dates conflict under the general seniority conditions.
- (c) Employees wishing to take holidays between January 1st and February 28th shall advise their Department Head of the dates requested at least sixty (60) days prior to such date.
- (d) When an employee fails to fill in the posted form, he shall be required to give sixty (60) days notice in writing, and the dates chosen will be subject to the foregoing conditions.
- (e) Employees may request splitting vacations and these shall be granted where needs of the service can be met.
- (f) When an employee fails to provide scheduled vacation dates for holidays in accordance with (a) to (d) above, by August 31st of each year, the employer and the employee shall mutually agree to schedule such employee's holidays with a view to the efficiency of the department.

ARTICLE #20 - SICK LEAVE


20.01 Sick leave benefits shall be in accordance with By-Law No. 1975-580 as mutually amended from time to time.

ARTICLE #21 - LEAVE OF ABSENCE

21.01 Bereavement Leave

A permanent employee shall be allowed five (5) consecutive days off when death occurs in the immediate family providing he attends such funeral. Proof of attendance at such funeral may be required by the Corporation at its discretion. If bereavement leave occurs during a normal working day or days, the employee shall receive his regular rate of pay for said day or days. The said five (5) days shall be consecutive and shall include the funeral day. If such leave occurs on a day when a member is otherwise entitled to a day(s) off, then such day or days shall be included in the said five (5) day period. Immediate family shall mean: father, mother, wife, husband, common-law-spouse, child, brother and sister.

A permanent employee shall be allowed **three (3)** consecutive days off when death occurs in the immediate family providing he attends such funeral. Proof of attendance at such funeral may be required by the corporation at its discretion. If bereavement leave occurs during a normal working day or days, the employee shall receive his regular rate of pay for said day or days. The said three (3) days shall be consecutive and shall include the funeral day. If such leave occurs on a day when a member is otherwise entitled to a day(s) off, then such day or days shall be included in the said three (3) day period.



Immediate family shall mean: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild and grandparents.

Other special instances where leave of absence with or without pay may be requested will be considered by the Chief Administrative Officer.

21.02 Union conventions

Upon request of the Union, the corporation agrees to allow leave of absence with pay and without loss of seniority, to any two (2) members for the C.U.P.E. National Convention and to two (2) members for the C.U.P.E. Ontario Division, provided the total overall leaves concerned do not exceed four (4) weeks.

21.03 Union Duties

The Corporation shall, on application from the Union, grant one year's leave of absence without pay to any one (1) employee selected to work full-time for the Union. The Corporation shall require at least two (2) months notice and advice in writing from the Union that it will pay the whole cost of any benefits which are to be retained during said leave. Failure to do so may mean cancellation of benefits in accordance with normal nonpayment policies.

21.04 General Leave

The Corporation may grant a leave of absence without pay to any employee for any reasonable request. Such a request shall be in writing two (2) weeks prior to the leave of absence, if possible. Any leave of absence granted by the Corporation shall be in writing.

21.05 Seniority Rights

An employee given a leave of absence shall not lose any of his seniority rights.

21.06 Time Off For Elections

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without deduction from normal daily pay.

21.07 Jury Duty or Court Witness Duty

The Corporation shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any criminal court. The Corporation shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE #22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 The Corporation shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

22.02 **Pay Days**

Pay days shall be every second Friday between the time of 11:45 a.m. and 12:00 noon, by cheque, except that should a holiday fall on that day, the preceding day shall be deemed to be pay day.

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

22.03 **Pay During Temporary Transfers**

(a) When an employee relieves another in a higher classification for a period of one (1) day or more, he shall receive the rate of pay applicable to the higher classification while so relieving.

When an employee is detailed to relieve in a position of lower rating he shall maintain his regular rate of **pay** while **sa** assigned.

(b) In the event a truck driver, or someone who requires a driver's licence to perform his job, loses his driver's licence for any reason, he shall be paid the rate applicable for the posted classification to which he is assigned and which does not require a driver's licence while he is unable to legally drive.

ARTICLE #23 - JOB CLASSIFICATION

23.01 When the duties or qualifications in any classification are changed or when any position is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question,, such dispute shall be submitted to negotiations and/or arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

23.02 Subject to posting procedures, employees shall be limited to a listing in a maximum of three (3) separate job classifications. Said classifications must be those applicable to a single division, **yard** and department. The rate of pay shall be that rate payable for the last posted position in accordance with Schedule "A".

Where an employee applies for a posted position to another division, yard and department, and where said employee is the successful applicant to the posted position, the employee shall be automatically posted to the new position and his name shall be stricken

from the listing in the previous division, yard and department.

Where an employee applies for a posted position paying a wage rate lower than the rate paid for the classification which he holds at the time of replying to the posting, and where said employee is the successful applicant for the posted position, the employee shall be automatically posted to the new position and his name shall be stricken from the listing in the higher rate classification(s) he held at the time of applying.

The seniority list shall be updated every three (3) months and posted on the required bulletin board. The first listed classification of each permanent employee, unless altered according to any provision of this Agreement, shall be the position which will dictate the individual's rate of pay.

ARTICLE #24 - BENEFITS

24.01 The Corporation agrees to pay 100 percent of all premium costs in Article 24 and in future increases in cost to the premium to maintain and/or make the benefits current from time to time during the life of the agreement.

24.01(a) The Corporation agrees to contribute one hundred (100) percent of the cost of the Ontario Health Insurance Plan for all employees covered by this Agreement. Participation shall be a condition of employment.

24.02 The Corporation shall contribute one hundred (100) percent of the total employee cost of the difference between the Standard Ward Care and Semi-Private Hospital care, for those employees who wish to participate.

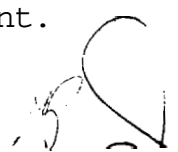
24.03 Life Insurance

The Corporation shall contribute one hundred percent (100%) of the total cost of Group Life Insurance premiums. In the event of death of an employee receiving Long Term Disability benefits, the beneficiary shall not receive the amount of Life Insurance payable based on his earnings from the Long Term Disability Plan, but shall receive Life Insurance Benefits based on the deceased employee's regular annual earnings that the employee normally would have earned had such an employee worked a **full** year immediately prior to qualifying for Long Term Disability benefits.

24.04 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement Scheme. The Corporation and the employee shall make contributions in accordance with the provisions of the plan.

24.05 Drug Plan

The Corporation will maintain a **drug** plan based on 35 cents deductible for prescriptions. The corporation shall bear the total premium cost of the plan. This shall be a condition of employment.



24.06 Supplementation of Compensation Award

An employee prevented from performing his regular work with the Corporation on account of an occupational accident that is recognized by the Workers' Compensation **Board** as compensable within the meaning of the Compensation Act, may receive from the Corporation the difference between the amount payable by the Workers' Compensation Board and his regular salary; and such difference shall be charged against his sick leave credits.

24.07 Dental Plan

The Employer agrees to provide a dental plan, said plan to be the equivalent of Mutual Life Dental Plan (basic) with Riders I and II. The Employer shall bear the total premium cost of the plan.

Effective January 1st, 1991, the minimum period between dental recall examinations shall be extended from six (6) months to nine (9) months.

24.08 Long Term Disability Plan

The Employer shall provide a Long Term Disability Plan which shall provide for a payment of sixty-six and two-thirds (66 2/3) of salary, to a maximum of \$2,200 per month, for full-time employees only, subject to a waiting period of twenty-six (26) weeks, after declaration of disability by the insurer. The Employer shall pay the whole cost of the plan's premium.

24.09 Optical Plan

The Employer shall pay for an optical plan whereby an employee and/or his dependents may each obtain eyeglasses etc. up to a cost not to exceed \$125.00 effective upon signing memorandum and to \$150.00 effective April 1st, 1991, each in a two year period.

24.10 Early Retirement Benefit

Effective the date of signing this agreement, the Corporation agrees to provide drug plan coverage to those employees who retire at age 64 whose normal retirement age is 65. Effective January 1, 1991, the Corporation agrees to provide drug plan coverage to those employees who retire at age 63 whose normal retirement age is 65.

ART #25 - GENERAL BENEFITS

25.01 The parties to this agreement had previously negotiated clauses whereby the employes was required to contribute towards the cost of approved safety footwear and the employer was also required to provide uniform and protective clothing.

In lieu of these requirements the parties agree that all permanent employees on the payroll as of April 1, 1990, and every year thereafter shall receive the sum of \$170.00. Effective April 1, 1991, the sum will be increased to \$180.00.

It is further agreed that the responsibility of the employer to provide uniform and protective clothing will be limited to hard hats, eye protection (goggles, face masks, and for mechanics, safety glasses), hearing protection (ear plugs), hipwader boots and safety vests, all as required in the opinion of the employer.

ARTICLE #26 -- GENERAL CONDITIONS

26.01 Proper Accommodation

The Corporation will attempt to provide proper accommodation for employees to have their meals and keep their clothes.

26.02 Bulletin Boards

The Corporation shall provide a bulletin board upon which the Union shall have the right to post notices of meeting and such other notices as may be of interest to the employees.

26.03 Health Examination

Every new employee will be subject to such medical examinations as deemed necessary by the Employer to establish the required physical fitness for the position prior to the employee being permitted to start work in that position. The results of the medical examinations shall be stated by the Doctor in such a manner that the document will reveal if the employee is "fit" or "unfit" to be hired for the position stated in the examination form submitted to the Doctor.

ARTICLE #27 - GENERAL

27.01 The Corporation agrees that all maintenance and service work presently performed by the permanent employees will continue to be performed by them during the life of this Agreement, and in accordance with the terms and conditions of this Collective Agreement.

27.02 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the corporation shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Corporation and the Union.

ARTICLE #28 - TERMINATION AND RENEWAL

28.01 This Agreement shall be in effect from the 1st day of April 1990, and shall remain in effect until the 31st day of March 1992, and unless either party gives to the other 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.

28.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days

prior to the expiration date of the Agreement or any anniversary date of such expiration date.

28.03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within ten (10) days of the giving of such notice, if requested to do so.

28.04 The Corporation agrees to recognize any duly elected successor to the Canadian Union of Public Employees and its Local #210, if at any time the Union advises in writing of such successor.

SIGNED AT TIMMINS, ONTARIO, THIS 1 DAY OF DECEMBER, 1990.

ON BEHALF OF:

THE CORPORATION OF THE CITY OF TIMMINS

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #210, CLC

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SCHEDULE "A"

Page 1 of 3

<u>JOB CLASSIFICATION</u>	<u>APR 1/90</u>	<u>APR 1/91</u>	<u>OCT 1/91</u>
1. Labour Regular (Includes Outdoor Rink Attendants, General Arena Workers, Night Sweeper)	\$13.88	\$14.57	\$14.72
2. Sanitary Crew, Animal Control	\$13.96	\$14.66	\$14.81
3. sanitary Sewer Cleaner	\$14.24	\$14.95	\$15.10
4. Dump Attendant	\$14.08	\$14.78	\$14.93
5. Truck Driver/Wingman	\$14.29	\$15.00	\$15.15
6. Garbage Truck Driver	\$14.55	\$15.28	\$15.43
7. Sand Truck Driver/Snowplow Truck Driver	\$14.43	\$15.15	\$15.30
8. Equipment Operator (Heavy Dozer, Grader, Bucket Loader & Att., Back Hoe & Att., Hydraulic Sewer Flusher, Mechanical Sweeper, Oilman on Truck, Vacuum Sweeper)	\$14.80	\$15.54	\$15.70
9. Light Tractor Operator	\$14.60	\$15.33	\$15.48
10. Filtration Plant Operator	\$14.90	\$15.65	\$15.81
11. Service Man	\$14.85	\$15.59	\$15.75
12. Skilled Labour (Gardener, P&R Mtce., Arena Mtce., Public Works Mtce.)	\$14.60	\$15.33	\$15.48
13. Leaders "A"	\$14.97	\$15.72	\$15. a8
14. One Man Garbage Crew	\$14.97	\$15.72	\$15.88
15. ** Garage Mechanics (Lic)	\$16.93**	\$17.78**	\$17.96**
16. Journeyman Carpenter	\$16.24	\$17.05	\$17.22
17. Apprentice Mechanic			

Period "1" 82% of Mechanic's Rate
Period "2" 86% of Mechanic's Rate
Period "3" 91% of Mechanic's Rate
Period "4" 96% of Mechanic's Rate
Period "5" 100% of Mechanic's Rate

JOB CLASSIFICATION

APR 1/90 APR 1/91 OCT 1/91

On becoming licensed as per item 15, the Apprentice will be classified under Item 15. An Apprentice who has completed his fourth (4th) period but not attained licensing in his fifth (5th) period, shall be paid at the fourth (4th) period rate until full licensed qualification is attained.

18. Welder	\$15.88	\$16.67	\$16.84
19. Welder-Blacksmith	\$15.58	\$16.36	\$16.52
20. Watchman (per shift)	\$99.22	\$104.18	\$105.22
21. Janitor (monthly)	\$2304.	\$2419.	\$2443.
22. Janitor (Tisdale) (monthly)	\$2395.	\$2515.	\$2540.
23. Shovel Operator	\$15.82	\$16.61	\$16.78
24. Sub-Foreman	\$16.24	\$17.05	\$17.22
25. **Sub-Foreman (Shops)	\$17.28**	\$18.14**	\$18.32**

** In lieu of the 75 cents per day tool allowance and the responsibility allowance of \$100.00 for Licensed Garage Mechanics and Sub-Foreman (Shops) who are designated to complete motor vehicle inspection certification forms the rate for Garage Mechanic (Lic) and Sub-Foreman (Shops) has been increased by 30 cents per hour effective April 1, 1986.

NOTES:

1. Street Flusher

To be the same class as the Sand Truck Driver or Snowplow Truck Driver and the person must be either a Sand Truck Driver or Snowplow Truck Driver in winter.

2. Sidewalk Sweeper

To be the same class as the Light Tractor Operator and the person must be a Light Tractor Operator.

3. Apprentice Mechanic

Each period shall represent the number of hours of work specified for each apprentice in his Apprenticeship Agreement, and in order to progress to the next period, the employee must obtain written notice from the Ministry of Labour that the previous period has been successfully completed.

4. Sanitary Crew Rate

Sanitary Crew Rate on a two men Garbage Crew shall be the same as Garbage Truck Driver rate.

SHIFTS - PUBLIC WORKS AND WATER FILTRATION PLANT

Contingent upon applicable conditions outlined in Article #17, shifts shall be arranged as hereinafter set out.

1. PUBLIC WORKS

(Except Water Filtration Plant, Garbage Dumpman, Night Sweeper, Winter Foot Patrol)

November 15th to April 30th

a) Shifts when needed:

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
4:00 p.m. to 12:00 a.m. (midnight) with lunch time included.

11:30 p.m. to 7:30 a.m. with lunch time included.

Start Monday and end Friday evening or start Sunday night and end Friday morning.

The Schedule would be posted at least one week in advance. The work week will be 40 hours. Any work over 40 hours per week or any work on a Saturday or a Sunday would be overtime. Any call-out time of nonscheduled shifts shall be at overtime rates.

b) For those people on snow removal operations and plowing and mechanics, the shift differential is 80 cents per hour and 85 cents per hour effective April 1st, 1991, for afternoon and graveyard shifts for the period November 15th to April 30th, and all others receive 70 cents per hour effective April 1st, 1990 and, 80 cents per hour effective April 1st, 1991.

c) From November 15th to April 30th, the employees in the following classifications only will be eligible for a shift premium of 80 cents per hour and, 85 cents per hour effective April 1st, 1991 for all hours worked in the afternoon or graveyard shift:

Labour: Snowdump, Flagmen - Sidewalk Blower.

Truck Drivers: Related to snow operations.

Wingmen.

Sand Truck Drivers.

Equipment Operators: (Heavy Dozer, Graders, Bucket Loaders and Attachments, Backhoe and Attachments) related to snow operations.

Light Tractor Operators.

Mechanics and/or Service Men.

Leaders "A" (Flagman with snow blowers only).

Sub-Foremen: Related to snow operations.

Item "c" cont'd.

May 1st to June 30th

Shifts only as needed. Same as in winter and same lunch times. Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991 for afternoon and graveyard shifts. Scheduling at least one week in advance with overtime paid on Saturday and Sunday. The work week is 40 hours.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
4:00 p.m. to 12:00 (midnight) with lunch time included,
11:30 p.m. to 7:30 a.m. with lunch time included.

July 1st to August 31st

Shifts only as needed. Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991 for graveyard shift. Scheduling at least one week in advance with overtime paid on Saturday and Sunday. The work week is 40 hours.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
11:30 p.m. to 7:30 a.m. lunch time included.

September 1st to November 30th

Shifts only as needed. Same as in winter and same lunch times. Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991 for afternoon and graveyard shifts. Scheduling at least one week in advance with overtime paid on Saturday and Sunday. The work week is 40 hours.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
4:00 p.m. to 12:00 a.m. (midnight) with lunch time included.
11:30 p.m. to 7:30 a.m. with lunch time included.

2. PUBLIC WORKS - GA DUMPING

April 1st to September 30th

Two (2) shifts, any five (5) consecutive working days in any one week. Scheduling at least one week in advance, and a 40 hour week.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
2:00 p.m. to 10:00 p.m. with lunch time included.

Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991 for 2:00 p.m. to 10:00 p.m. shift.

Item "2" cont'd.

October 1st to March 31st

One (1) shift. Monday to Friday.
7:30 a.m. to 4:00 p.m. with 1/2 hour for lunch.

3. PUBLIC WORKS -- NIGHT SWEEPER & WINTER FOOT PATROL

April 1st to October 31st

One (1) shift only, **any** five (5) consecutive working days in any one week. Scheduling at **least** one week in advance, **and** a 40 hour week.

6:00 a.m. to 2:30 p.m. **with** half (1/2) hour for lunch.

November 1st to March 31st

One (1) shift. Monday to Friday.

6:00 a.m. to 2:30 p.m. with half (1/2) hour for lunch.

4. WATER FILTRATION PLANT

No change from **present** shift **system**.



SHIFTS -- PARKS & RECREATION AND MCINTYRE ARENA

contingent upon Clauses 17.13, 17.14, and 17.15, shifts shall be arranged as hereinafter set out.

1. The facilities personnel for the Parks and Recreation Department and the McIntyre Arena shall work on a twenty-one (21) day shift cycle.
2. Flexible starting hours are necessary for arena personnel due to various ice rentals during arena season.
3. Recommended:
 - 9:00 a.m. to 5:00 p.m. -- Day Shift
 - 5:00 p.m. to 1:00 a.m. -- Afternoon shift
 - 11:00 p.m. to 7:00 a.m. -- Graveyard Shift
4. Parks personnel during the summer months shall work:
 - Day Shift -- 7:30 a.m. to 12:00 noon and
12:30 p.m. to 4:00 p.m.
 - Afternoon Shift --
 - May to August -- 2:00 p.m. to 10:00 p.m.
 - September to October -- 12:00 noon to 8:00 p.m.
5. Should the Director of Parks & Recreation require a graveyard shift schedule, such may be instituted at his option.
6. Arena employees shall take their lunch on the premises during the eight (8) hour shift.
7. Employees working on holidays shall receive overtime pay or may receive equivalent time off, if so desired.

JP *✓*

MEMORANDUM OF AGREEMENT
BETWEEN THE NEGOTIATING COMMITTEES OF
THE CORPORATION OF THE CITY OF TIMMINS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 210

- I The parties herein agree to the terms of the Memorandum as constituting full settlement of all matters at issue between the parties.
- II Undersigned representatives of the parties agree to recommend unanimous acceptance of all the terms of this Memorandum to their respective principals.
- III The parties herein agree that the term of the Collective Agreement shall be April 1, 1990 to March 31, 1992.
- IV The parties herein agree that the said Collective Agreement shall include the terms of the Collective Agreement covering the period from April 1, 1987, to March 31, 1990, together with the following amendments and provisions.
- V The Collective Agreement shall be amended in accordance with the following and such amendments shall become effective upon ratification by both parties whose proper officers have appended their signatures hereto.

The following are the amendments referred in to Item V above as set out in the attached document:

Clause 10:01(a) - Stewards and Other Union Committees

Delete the word "eight (8)" in the first line and amend to read "seven (7)".

Clause 10:04 - Negotiating Committee

Delete the word "eight (8)" in the second line and amend to read "seven (7)".

Clause 17:06(b) - New Clause

"When an employee is on sick leave, bereavement, **an** approved or unapproved leave of absence (excluding vacation) ~~he/she~~ shall not be called out for overtime".

Clause 17.12 - Overtime Meal Allowance

Delete the entire clause and replace to read:

"Employee(s) working more than ten (10) consecutive hours in any shift shall be provided with a meal or allowance to a maximum of \$8.00. Effective April 1st, 1991 the maximum shall be \$9.00".

Clause 17.14 - Shift Differential

Delete the entire clause and replace to read:

"The **shift** differential **for** all employees working the afternoon or graveyard (night) shift, with the exception of the listed snow operations crews, shall be \$0.70 (seventy cents) per hour. Effective April 1, 1991, the shift differential shall be \$0.80 (eighty cents) per hour.

The shift differential for the listed snow operations crews shall be \$0.80 (eighty cents) per hour for

Clause 17.14 cont'd.

all hours worked on these shifts during the period of November 15th to April 30th. Effective April 1, 1991, the shift differential for the listed snow operations crews shall be \$0.85 (eight-five cents) per hour for all hours worked on these shifts during the period of November 15th to April 30th.

Shift differential shall not apply when overtime rates are applicable."

Clause 17:17 - Shifts - Animal Control

Delete the entire clause and replace to read:

"21-day Shift Cycle
7:30 a.m. to 4:00 p.m. with (one-half) 1/2 hour for lunch.

1:00 p.m. to 9:00 p.m. with lunch time included.

Effective April 1, 1990, the shift differential shall be \$0.70 (seventy cents) per hour for the 1:00 p.m. to 9:00 p.m. shift.

Effective April 1, 1991, the shift differential shall be \$0.80 (eighty cents) per hour for the 1:00 p.m. to 9:00 p.m. shift".

Clause 17:19(b) - Exclusions from Shift Work

Delete the entire clause and replace to read:

"Employees who are excluded from shift work shall not be eligible for overtime work.

Existing employees who are excluded from shift work at the time of the signing of this agreement shall not lose any of their present posting(s)."

CLAUSE 18:01 - Paid Holidays

Delete the entire clause and replace to read:

Employees, on completing thirty (30) consecutive working days of employment and permanent employees shall receive a regular day's pay for the following holidays:

New Year's Day	Good Friday
August Civic Holiday	Easter Monday
Labour Day	Victoria Day
Thanksgiving Day	Dominion Day
Christmas Day	
Boxing Day	

In addition to the above Paid Holidays, each employee who has been employed for more than six (6) consecutive months will be entitled to an additional three (3) paid Floater Holidays to be taken during the calendar year. The employer and employee shall mutually agree to schedule such floater holidays with a view to the efficiency of the department. The employee shall submit his request at least one week in advance.

And any other shall be granted as a paid holiday if it is proclaimed by the federal, provincial or municipal governments.

Employees must work the day before and the day after such holidays, unless properly excused by the Corporation or unless on vacation in order to be entitled to holiday pay.

Clause 19:01 - Length of Vacation

Delete:

"Effective April 1st, 1988
Eighteen years or more - Five (5) weeks"

and replace to read:

Clause 19:01 cont'd.

"Effective April 1st, 1990
Fifteen years or more - Five (5) weeks"

Delete:

"Effective April 1st, 1989
Sixteen years or more - Five (5) weeks"

and replace to read:

"Effective April 1st, 1991
Thirteen years or more - Five (5) weeks"

Clause 19:05(f) - NEW CLAUSE

"When an **employee fails** to provide scheduled vacation dates for **holidays** in accordance with a) to d) above, by August 31st of each year, the employer and the **employee** shall mutually agree to schedule such **employee's holidays** with a view to the efficiency of the department".

Clause 21:01 - Bereavement

Delete the entire clause and replace to read:

A permanent **employee** shall be allowed five (5) consecutive days **off** when death occurs in the **immediate** family providing he attends such funeral. **Proof** of attendance at such funeral may be required by the Corporation at its discretion. If bereavement leave occurs during a **normal working** day or days, the employee shall receive his **regular** rate of pay for said day or days. **The said** five (5) days shall be consecutive and shall include the funeral day. If such leave occurs on a day when a **member** is otherwise entitled to a day(s) **off**, then such day or days shall be included in the **said** five (5) day period. **Immediate** family shall mean: father, mother, wife, husband, common-law-spouse, child,

10 2(1)

Clause 21.01 cont'd.

brother and sister.

A permanent employee shall be allowed three (3) consecutive days off when death occurs in the immediate family providing he attends such funeral. Proof of attendance at such funeral may be required by the Corporation at its discretion. If bereavement leave occurs during a normal working day or days, the employee shall receive his regular rate of pay for said day or days. The said three (3) days shall be consecutive and shall include the funeral day. If such leave occurs on a day when a member is otherwise entitled to a day(s) off, then such day or days shall be included in the said three (3) day period. Immediate family shall mean: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild and grandparents.

Other special instances where leave of absence with or without pay may be requested will be considered by the Chief Administrative Officer.

Clause 24:03 - Life Insurance

Delete the entire clause and replace to read:

The Corporation shall contribute one hundred per cent (100%) of the total cost of Group Life Insurance premiums. In the event of death of an employee receiving Long Term Disability Benefits, the beneficiary shall not receive the amount of Life Insurance payable based on his earnings from the Long Term Disability Plan, but shall receive Life Insurance Benefits based on the deceased employee's regular annual earnings that the employee normally would have earned had such an employee worked a full year

Clause 24:03 cont'd.

immediately prior to qualifying for Long Term Disability Benefits.

Clause 24:07 - Dental Plan

Add the following to the existing clause:

Effective January 1st, 1991, the minimum period between dental recall examinations shall be extended from *six* (6) months to nine (9) months.

Clause 24:08 - Long Term Disability Plan

Amend "\$1,800" to read "\$2,200"

Clause 24:09 - optical Plan

Amend "\$100" to read "\$125 effective upon signing memorandum and \$150 effective April 1st 1991".

Clause 24:10 - Early Retirement Benefit - NEW CLAUSE

Effective the **date** of signing this agreement, the Corporation agrees to provide **drug** plan coverage to those employees **who** retire at age 64 whose normal retirement **age is 65**. Effective January 1, 1991, the Corporation agrees to provide **drug** plan coverage to those employees who retire at age 63 whose normal retirement age is 65.

Clause 25:01 - General Benefits

Delete second paragraph and replace to read:

"In lieu of these requirements, the parties agree that all permanent employees on the payroll **as** of April 1, 1990, and every year thereafter **shall** receive the **sum** of \$170.

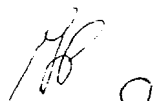
Effective April 1, 1991, the sum will be **increased** to **\$180.**"

AD

Clause 28:01 - Termination and Renewal

Delete entire clause and replace to read:

This Agreement shall be in effect from the 1st day of April, 1990, and shall remain in effect until the 31st day of March, 1992, and unless either *party* gives to the other 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.



SCHEDULE "A" GENERAL INCREASE FOR ALL JOB CLASSIFICATION

APRIL 1, 1990	6%
APRIL 1, 1991	5%
OCTOBER 1, 1991	1%

MP

SHIFTS - PUBLIC WORKS AND WATER FILTRATION PLANT

Contingent upon applicable conditions outlined in Article #17, shifts shall be arranged as hereinafter set out.

1. PUBLIC WORKS

(Except Water Filtration Plant, **Garbage Dumpman**, Night Sweeper, Winter Foot Patrol)

November 15th to April 30th

a) Shifts when needed:

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
4:00 p.m. to 12:00 a.m. (midnight) with lunch time included.
11:30 p.m. to 7:30 a.m. with lunch time included:

Start Monday and end Friday evening or start **Sunday** night and end Friday morning.

The Schedule would be posted at least one week in advance. The work week will be 40 hours. Any work over 40 hours per week or any **work** on a Saturday or a Sunday would be overtime. Any call-out time of nonscheduled shifts shall be at overtime rates.

b) For those people on snow removal operations and plowing and mechanics, the shift differential is 80 cents per hour and 85 cents per hour effective April 1st, 1991, for afternoon and graveyard shifts for the period November 15th to April 30th, and all others receive 70 per hour effective April 1st, 1990 and, 80 cents per hour effective April 1st, 1991.

c) From November 15th to April 30th, the employees in the following classifications only will be eligible for a shift premium of 80 cents per hour and, 85 cents per hour effective April 1st, 1991 for all hours worked in the afternoon or graveyard shift:

Labour: Snowdump, Flagmen - Sidewalk Blower.

Truck Drivers: Related to snow operations.
Wingmen.

Sand Truck Drivers.

Equipment Operators: (Heavy **Dozer**, Graders, Bucket Loaders and Attachments, Backhoe and Attachments) related to snow operations.

Light Tractor Operators.

Mechanics and/or Service Men.

Leaders "A" (Flagman **with** snow blowers only)

Sub-Foremen: Related to snow operations,

Item "c" cont'd.

May 1st to June 30th

Shifts only as needed. Same as in winter and same lunch times. Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991 for afternoon and graveyard shifts. Scheduling at least one week in advance with overtime paid on Saturday and Sunday. The work week is 40 hours.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
4:00 p.m. to 12:00 (midnight) with lunch time included.
11:30 p.m. to 7:30 a.m. with lunch time included.

July 1st to August 31st

Shifts only as needed. Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991 for graveyard shift. Scheduling at least one week in advance with overtime paid on Saturday and Sunday. The work week is 40 hours.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
11:30 p.m. to 7:30 a.m. lunch time included.

September 1st to November 14th

Shifts only as needed. Same as in winter and same lunch times. Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991 for afternoon and graveyard shifts. Scheduling at least one week in advance with overtime paid on Saturday and Sunday. The work week is 40 hours.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
4:00 p.m. to 12:00 a.m. (midnight) with lunch time included.
11:30 p.m. to 7:30 a.m. with lunch time included.

2. PUBLIC WORKS - GARBAGE DUMPMAN

April 1st to September 30th

Two (2) shifts, any five (5) consecutive working days in any one week. Scheduling at least one week in advance, and a 40 hour week.

7:30 a.m. to 4:00 p.m. with half (1/2) hour for lunch.
2:00 p.m. to 10:00 p.m. with lunch time included.

Differential of 70 cents per hour effective April 1st, 1990 and 80 cents per hour effective April 1st, 1991

MD n

Item "2" cont'd.

October 1st to March 31st

One (1) shift. Monday to Friday.
7:30 a.m. to 4:00 p.m. with 1/2 hour for lunch.

3. PUBLIC WORKS -- NIGHT SWEEPER & WINTER FOOT PATROL

April 1st to October 31st

One (1) shift only, any five (5) consecutive working days
in any one week. Scheduling at least one week in
advance, and a 40 hour week.

6:00 a.m. to 2:30 p.m. with half (1/2) hour for lunch.

November 1st to March 31st

One (1) shift. Monday to Friday.

6:00 a.m. to 2:30 p.m. with half (1/2) hour for lunch.

4. WATER FILTRATION PLANT

No change from present shift system.

JP

FOR THE CORPORATION

[Signature]

[Signature]

[Signature]

DATED: November 15th 1990

FOR LOCAL 210 C.U.P.E.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

DATED: Nov 16/90

PR

LETTER OF INTENT

BETWEEN

THE CORPORATION OF THE CITY OF TIMMINS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 210

RE: STUDENT LABOUR RATE


The Corporation and the Union agree that student(s) hired between the period of May 1st and August 31st shall be paid eighty (80) per cent (%) of the labourer hourly rate of pay. The student shall not be appointed to a position other than labourer position and shall not perform overtime work or work of a higher position than labourer.

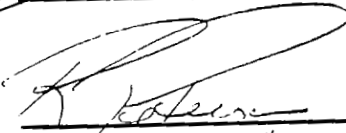
Students who perform labour work of the bargaining unit, who attend educational institutions and are hired in accordance with this Letter of Intent shall be excluded from becoming permanent employees unless they advise the employer they are not returning to school, after which time the probationary period shall apply to them.

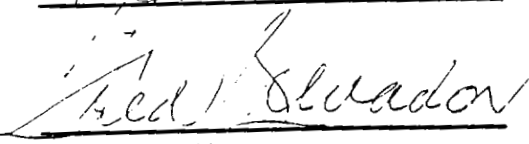
DATED AT TIMMINS, ONTARIO, THIS 13th DAY OF NOVEMBER, 1990.

FOR THE CORPORATION

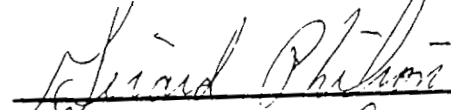
FOR LOCAL 210 C.U.P.E.

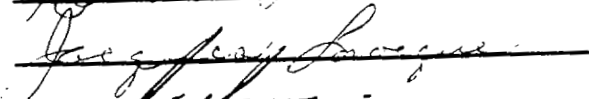


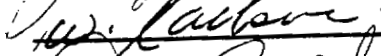





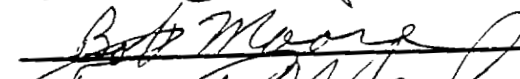
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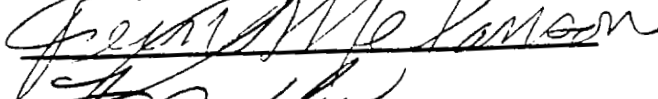





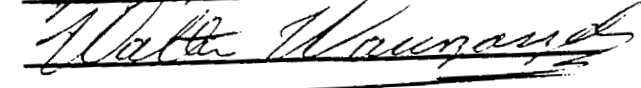












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