

7094

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF TIMMINS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 210

April 1, 2004 to March 31, 2007

07094(09)

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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 ITS LOCAL 210

(Hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE #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 - RECOGNITION

3.01 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,

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 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.

The probationary period for part-time employees shall be 120 working days per calendar year.

After completion of the probationary period of 120 working days in a calendar year the part-time employee will have his/her name placed on the seniority list and seniority shall be effective from the date of employment.

Part-time employees shall receive in lieu of employee benefits 7% of their gross bi-weekly pay, which shall be paid on a bi-weekly basis.,

Part-time employees shall not participate in vacation plans but shall be paid an amount, which represents 4% of their bi-weekly pay each pay 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 fi-om 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, lay-offs, transfers, recalls, promotions, demotions and termination of employment.

ARTICLE #7 - THE 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 from 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.
- 10.01(b) These stewards will comprise a Grievance Committee to represent the employees who are covered by this Agreement in all complaints and grievances.
- 10.01(c) The grievor may be accompanied by the steward, President and Secretary of the Local at Stages 1, 2.

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 no more than six (6) employees of the Corporation. (1 from Water or Sewer; 1 from Roads, Mechanics or Sanitation; 1 from Water Filtration Plant; 1 from Parks & Recreation plus 2 Executive Members.) The composition of the Committee may vary. 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.

11.01(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.

11.01(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.

Stage 1

The employee who may be accompanied by one (1) steward, shall take the matter up with their immediate Foreman and next ranking Supervisor, 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

Within twenty (20) days of completion of Stage 1, the employee, accompanied by the Grievance Committee, may take the matter up with the Committee comprised of the Chief Administrative Officer or his designate, the Supervisor concerned, and the Department Head concerned, who shall render their decision within forty-eight (48) hours of receipt of the grievance as per Stage 1.

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 of 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) 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.
- (e) Major infractions of a disciplinary nature shall be recorded and after they have been in the employee's file for three years, they shall be removed if there have been no further recurrences or major discipline within the three (3) years. This does not apply to major infractions of a disciplinary nature that involve harassment.

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, as outlined in the job posting. If the Employer has exhausted all qualified personnel seniority shall apply.

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) calendar 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.

15.02 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.

15.04 If an employee drops or refuses a new posting within the trial period of sixty (60) working days or after, the employee is excluded from applying for that same posting for twenty-four (24) months from the date they drop or refuse the posting.

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.

Shifts starting at 5:00 a.m. and 6:00 a.m. only will be entitled to one half (1/2) hour meal time included as part of the regularly scheduled work period for the following operations:

6:00 am. to 2:00 p.m.

Asphalt Crew
Sidewalk Crew
Sanding Operations
Foot Patrol
Mechanic
Serviceman
Line Painting Crew

5:00 a.m. to 1:00 p.m.

Trackless.

17.04 Minimum Hours

An employee who reports for work without having been previously notified not to report shall be given for (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 overall seniority, according to the seniority list applicable for each department, yard, division and crew. The senior posted person(s) shall be called first, and if he should decline or fail to respond in a reasonable time, the next senior qualified person(s) 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.

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 \$11.75 on date of ratification of the Collective Agreement, to be increased to \$12.00 on April 1, 2005 and \$12.25 on April 1, 2006.

- 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

Effective on the date of ratification of the Collective Agreement, the shift differential for all employees for afternoon and graveyard shifts shall be \$1.15 per hour. Effective April 1, 2005, the shift differential shall be \$1.30 per hour; effective April 1, 2006, the shift differential shall be \$1.45.

Shift differential shall not apply when overtime rates are applicable, nor for the earlier shifts as noted in 17.03.

17.15 Shifts - Parks & Recreation and McIntyre Arena

Shift schedules will be as indicated in the Letter of Understanding attached hereto and forming part of this Agreement.

17.16 Shifts – Public Works & Water Filtration Plant

Shift schedules for Public Works will be in accordance with the shift schedules indicated on Schedule “B” attached hereto and forming part of this Agreement.

Shift schedules for Water Filtration Plant will be in accordance with the shift schedules indicated in the Letter of Understanding 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 on the date of ratification of the Collective Agreement, the shift differential shall be \$1.15 per hour and effective April 1, 2005, the shift differential shall be \$1.30 per hour, and effective April 1, 2006, the shift differential shall be \$1.45 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.

7:30 a.m. to 4:00 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. with 1/2 hour 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.

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.

Accumulation shall be from December 1 to November 30 of any year. Compensating time off may be taken from January 1 to December 31. There is still a maximum accumulation of one (1) week in each year.

17.24 Weekend/Statutory Holiday On Call Scheduled Hours

- a) The Employer will establish a Public Works Water Distribution and Sewer Collection weekend on call group consisting of up to 26 public works employees that will be scheduled on call for weekends and statutory holidays.
- b) The Public Works water and sewer weekend on call group shall include all employees posted in the sewer and water divisions of the Public Works Department, other employees of the Public Works Department who have obtained and wish to retain a water distribution system or wastewater collection operator's licence under current Ontario regulations and other employees of Public Works that are qualified to operate the sewer flusher and wish to be scheduled for weekends on call.
- c) The Employer will establish a schedule from the Public Works water and sewer weekend on call group that shall be available for work on weekends and on statutory holidays.
- d) One qualified and licensed Sub-foreman or Leader "A" (water) and one qualified Sewer Flusher Operator will be scheduled for each weekend and statutory holiday one year in advance to cover both Yards.
- e) The schedule will be based on a rotation of qualified employees within the Public Works water and sewer weekend on call group.
- f) The first schedule will be posted one month following acceptance of the Collective Agreement and will commence two months following acceptance of the Collective Agreement.
- g) Subsequent schedules will be posted on the first Monday in May for a schedule commencing on the first weekend in June in each of the subsequent years.
- h) The schedule shall be based on a rotation of employees within the Public Works water and sewer weekend on call group. The schedule will be adjusted for employee vacations that are approved prior to the posting of the weekend on call schedule.

Employees volunteering to be on the on call list shall remain on this list for a one (1) year period. Participation of all employees in the sewer and water sections is mandatory.
- i) Employees that are scheduled for a weekend on call may by mutual agreement interchange or give away their scheduled weekend(s) on call.
- j) It is the responsibility of the employee interchanging or giving away a scheduled weekend on call to ensure that a qualified replacement on call group employee is available on their scheduled weekend.

- k) The employee interchanging or giving away a scheduled weekend on call shall provide their supervisor a minimum 72 hours written notice indicating the name of the mutually agreed replacement employee taking their scheduled weekend.
- l) In order that the employer can cover weekends on call for persons calling in sick or whom are absent for other approved reasons the employer shall post a request for public works sewer and water weekend on call group employees form upon which any employee fi-om this group may sign indicating their willingness to accept weekend on call duties on short notice.
- m) If the Employer requires a sewer and water weekend on call group qualified employee to take a weekend on call on short notice, the employees from this list will be requested to take the vacant weekend on call by seniority.
- n) Employees that are on call will be provided a pager or a cell phone by the City of Timmins and will be called if work in the posting listed is required. Employees on call shall be available for work for all hours that they are on call. When called, employees on call must immediately respond and carry out the posted work requested during the weekend or holiday.
- o) Effective on date of ratification of the Collective Agreement, employees on call will be paid \$2.00 for each hour on call during normal weekends i.e. from 4:00 p.m. Friday to 7:30 a.m. the following Monday. Effective April 1, 2005 - \$2.25 per hour and effective April 1, 2006 - \$2.50 per hour.
- p) Effective on date of ratification of the Collective Agreement, employees on call will be paid \$3.00 for each hour on call for long weekends that include the following holidays: - Effective April 1, 2005 - \$3.25 per hour and effective April 1, 2006 - \$3.50 per hour.

New Year's weekend
 Easter weekend
 Victoria Day weekend
 Canada Day weekend
 August Civic Holiday weekend
 Labor Day weekend
 Thanksgiving weekend
 Christmas weekend.

When a single Statutory Holiday falls on Monday, Tuesday or Wednesday, the individuals on call the previous weekend shall be responsible to be on call. When a single Statutory Holiday falls on a Thursday or Friday, the individuals on call the following weekend shall be responsible to be on call.

When Christmas Day falls on a Monday or Tuesday, the individuals on call the previous weekend shall be responsible to be on call. When Christmas Day fall on a Wednesday, Thursday or Friday, the individuals on call the following weekend shall be responsible to be on call.

- q) Effective on date of ratification of the Collective Agreement on call pay will be accumulated for each participating employee and will be paid out during the first pay period of June and the first pay period of December for the previous 6 months on call hours. The on call rates will be effective for the duration of the current Collective Agreement.
- r) In addition to the above noted on call hourly rates, the on call employee will be paid overtime rates in accordance with the Collective Agreement for all overtime hours actually worked.
- s) Employee(s) accumulating time off must make it known to the Employer immediately upon accepting 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) week's notice prior to the requested time off with pay.
- t) Time off dates shall be subject to the Corporation being able to maintain efficiency in all departments,
- u) The employer will provide training and experience times necessary for the employees of the sewer and water weekend on call group to retain or upgrade their operator's licence as required by Ontario Provincial Regulations.

17.25 On-Call -- Water Treatment Plant

For Water Quality Analysts and Maintenance Personnel shall be compensated for "On-Call" criteria during their regular schedule for the week in which their day shift rotation includes two (2) four (4) hour shifts on Saturday and Sunday.

On-call rates will be as follows:

- for regular on-call on week days \$1.50 per hour to a maximum of 64 hours per rotation
- for on-call on weekends \$2.00 per hour to a maximum of 56 hours per rotation
- for on-call on statutory holiday \$3.00 per hour will be paid for Saturday, Sunday and the statutory holiday to a maximum of 96 hours per rotation.
- for statutory holidays that fall on a Tuesday, Wednesday or Thursday, the \$3.00 per hour on-call premium will apply.

17.26 10 Hour Shifts

Notwithstanding any other provisions in the Collective Agreement, the parties agree that for members of Local 210 CUPE, assigned by the Employer, to winter operations that these employees will be scheduled for four 10 hour shifts from 9:30 p.m., Sunday to 7:30 a.m., Monday and for the same hours on the three succeeding days.

No overtime will be paid for the hours worked in excess of 8 hours on the four days referred to in Clause 1 above, however, overtime will be paid at the rate outlined in the Collective Agreement for any hours worked in excess of 10 hours.

Lunch time provisions and shift differential as outlined in the Collective Agreement will continue to apply.

For those employees on the schedule, their vacation entitlement will be converted to hours i.e. one week of vacation equals 40 hours and their statutory holiday entitlement will be converted to 8 hours for each statutory holiday, and sick leave entitlement will also be converted to an 8 hour day i.e. an employee under this Letter of Understanding who is absent from work for one day because of approved sick leave, or vacation would have 1.25 days deducted from accumulated sick leave or vacation credits.

The City will schedule the 10 hour shifts to ensure there are 40 paid hours in each week.

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 holidays 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.
Eleven years or more	Five (5) weeks.
Twenty-Five years or more	Six (6) weeks.

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 WSIB 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 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) calendar days.
- (b) Vacation 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, no later than 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.
- 20.02 For all permanent employees hired after August 17, 1998, sick leave accumulations shall be restricted to .5 days per month and there shall be no termination credits. In the event of an illness that requires hospitalization, after the employee exhaust his/her accumulated sick leave credits, the Employer will pay 100% of wages for the first two weeks after which the employee will be eligible for EI sick benefits, which now provide for 15 weeks coverage. The Employer will continue to pay the same amount as paid by EI for a further nine weeks, provided the employee is not able to return to work because of illness.

20.03 In order to ensure that employees hired prior to August 17, 1998, continue to receive the current sick leave provisions including the payment of sick leave termination credits under Clause 20.01, the parties agree there shall be no amendments to this article at any future date which would affect the rights of employees hired prior to the ratification of this Collective Agreement. The parties further agree this assurance is in exchange for the inclusion of Clause 20.02 into the Collective Agreement.

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, fiancé(e), former guardian, any relative living in the same household or any other relative for whom an employee is required to administer bereavement responsibilities.

Any employee requesting additional time off in the event of the death **of** a mother, father, spouse, common-law spouse, or child shall be allowed to take **up** to one (1) week of paid vacation or one (1) week off without pay at the employee's discretion.

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 advise 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 non-payment policies.

21.04 General Leave

The Corporation may grant a leave of absence without pay to any employee for any reasonable request other than that of going to other employment. 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.

21.08 Maternity/Parental Benefits

The Corporation agrees to supplement maternity/parental benefits up to 70% in accordance with The Employment Standards Act.

21.09 Citizenship

An employee shall be allowed one (1) day off with pay to attend his/her citizenship ceremony.

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, by direct deposit, 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 so 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.

All employees in the Road Department that do not have three (3) postings will automatically be posted to the labour position.

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** Extended Health Care Plan which does not include semi-private hospital care. However, in the event of an occupational injury or illness which requires hospitalization, the Employer shall pay one hundred (100%) per cent of the cost of the difference between standard ward care and semi-private hospital care, unless otherwise covered by another plan.

24.03 Life Insurance and A.D. & D.

The Employer shall pay one hundred (100%) per cent of the cost of the premiums for a group life insurance plan which shall provide for coverage in the amount of \$70,000.00 for full-time employees. In the event of death of an employee in receipt of LTD benefits, the beneficiary shall receive \$70,000.

The Employer agrees to provide Accidental Death and Dismemberment coverage to a maximum of \$70,000.

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

A drug prescription plan, which provides for payment of those drugs which legally require a prescription in writing by a qualified medical practitioner. The City or its Carrier will pay the equivalent of the lowest dispensing fee available for an approved prescription. The City will post the minimum dispensing fee available every four months and will pay this amount for any approved prescription.

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. The minimum period between dental recall examinations shall be nine (9) months.

The City will contract with the Carrier to provide orthodontic 50/50 co-insurance with \$1,200 maximum per employee or eligible dependent on a lifetime basis.

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 **\$2,400** 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.

When an employee has been on long term disability for a period of two years, the Employer will pay for prescriptions only, until the employee is considered fit or the employee is considered totally disabled and remains on long term disability to age 65.

24.09 Optical Plan

The Employer shall pay for an optical plan whereby an employee and/or his dependents may each obtain eye examinations and/or eyeglasses up to a cost not to exceed \$275.00 each in a two (2) year period, effective on the date of ratification of the Collective Agreement.

24.10 Early Retirement Benefit

The City agrees to pay the premium for drug plan coverage and to provide optical plan coverage to those employees who retire at age 58 until age 65.

The Corporation also agrees to pay the premium for drug plan coverage and to provide optical plan coverage to those employees who retire at age 55 whose normal retirement age is 65 and who have completed 30 years of service with the City, provided they do not have coverage through an alternate plan.

24.11 Survivor's Health Care Benefit

In the event of the death of an active member or a retired employee of Local 210 CUPE the Extended Health Care Benefit which includes the drug plan, vision care and Dental Plan will continue for two (2) years for the employee's spouse, or common law spouse as well as for eligible dependents.

ARTICLE #25 - GENERAL BENEFITS

25.01 The parties to this agreement had previously negotiated clauses whereby the employer 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 active payroll as of April 1, 2004 and every April 1st thereafter shall receive the sum of \$240. This will be increased to \$250 effective April 1, 2005 and \$260 effective April 1, 2006.

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), hip wader boots and safety vests, all as required in the opinion of the employer.

The Employer agrees to pay for any medical examination by the City physician required by an employee to maintain his AZ license.

Effective the signing of this agreement, the employer will provide five (5) pairs of coveralls to Mechanics, Servicemen, and Welder only and these coveralls will be laundered every two weeks.

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.

26.04 Personnel File

Any employee upon request shall be permitted to examine his/her personnel file on record with the employer and receive a copy of document(s).

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.

27.01(a)The Corporation shall have the right to contract out work provided that;

The Corporation shall guarantee that such work contracted out shall not result in loss of regular earnings, reduction in regular hours of work, demotion, reclassification, transfer, discharge or lay off of any employee(s) listed on the Seniority List as of July 1, 1992, either prior to, during or following the contracting out of such work:

Where equipment is required to perform the work all functional city equipment capable of performing such work shall be used before any private equipment is hired.

In order to provide job security for the existing members of the Bargaining Unit the Corporation agrees that employee(s) listed on the Seniority List as of July 1, 1992 shall not be laid off. Such guaranteed employment shall not affect the Corporation's right to discipline for just cause.

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 date of signing by the Parties, and shall remain in effect until the 31st of March 2007 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 4th DAY OF November, 2004.

ONBEHALFOF: . . .

LOCAL 210 CUPE

THE CORPORATION OF THE CITY OF TIMMINS

Daniel Boissonneault
D. P. P. P.
Robert
B. Royce
[Signature]
N. L. L.
[Signature]
[Signature]

[Signature]
Denise Carriere
[Signature]
[Signature]

LOCAL 210 CUPE WAGES

FOR 2004, 2005 AND 2006

	<u>JOB CLASSIFICATION</u>	<u>APRIL 1/04</u>	<u>APRIL 1/05</u>	<u>APRIL 1/06</u>
1.	Labour Regular (Includes Outdoor Rink Attendants, General Arena Workers, Night Sweeper)	\$18.58	\$19.14	\$19.71
2.	Sanitary Crew. Animal Control	\$18.68	\$19.24	\$19.82
3.	Sanitary Sewer Cleaner	\$19.16	\$19.84	\$20.53
4.	Gatehouse Cashier	\$18.74	\$19.30	\$19.88
5.	Landfill Attendant	\$18.86	\$19.43	\$20.01
6.	Truck Driver/Wingman	\$19.22	\$19.90	\$20.60
7.	Garbage Truck Driver	\$19.46	\$20.04	\$20.64
8.	Sand Truck Driver/Snowplow Truck Driver	\$19.42	\$20.10	\$20.81
9.	Equipment Operator (Heavy Dozer, Grader, Bucket Loader & Att., Backhoe & Att., Hydraulic Sewer Flusher, Mechanical Sweeper, Oilman on Truck, Vacuum Sweeper)	\$20.06	\$20.92	\$21.81
10.	Light Tractor Operator	\$19.54	\$20.13	\$20.73
11.	"Water Treatment OIT	\$19.94*	\$20.54"	\$21.16"
12.	*Water Treatment Class 1	\$21.09*	\$21.73"	\$22.38'
13.	"Water Treatment Class 2	\$22.59"	\$23.27"	\$23.96*
14.	*Water Treatment Class 3	\$24.13"	\$24.86"	\$25.60"
15.	"Water Treatment Class 4	\$25.35*	\$26.11*	\$26.89*
16.	*Water Quality Analyst	\$24.13*	\$24.86*	\$25.60"
17.	Service Man	\$19.97	\$20.67	\$21.40
18.	Skilled Labour (Gardener, Pks. & Rec. Mtce., Arena Mtce., Public Works Mtce., Parking Meter Service Man)	\$19.54	\$20.13	\$20.73

	JOB CLASSIFICATION	APRIL 1/04	APRIL 1/05.	APRIL 1/06
19.	"Skilled Labour Water/Distribution & Waste Water Collection OIT	\$19.54"	\$20.13"	\$20.73"
20.	*Skilled Labour Water/Distribution & Waste Water Collection Class 1	\$19.86"	\$20.64"	\$21.44*
21.	"Skilled Labour Water/Distribution & Waste Water Collection Class 2	\$20.18*	\$20.96"	\$21.78*
22.	Leader "A"	\$20.16	\$20.86	\$21.59
23.	* Leader "A" – Water Distribution & Waste Water Collection OIT	\$20.16*	\$20.86"	\$21.59"
24.	* Leader A - Water Distribution & Waste Water Collection Class 1	\$20.48"	\$21.27*	\$22.09*
25.	* Leader "A" – Water Distribution & Waste Water Collection Class 2	\$20.80*	\$21.60*	\$22.43"
26.	One Man Garbage Crew	\$20.05	\$20.66	\$21.28
27.	""Garage Mechanic (Licenses)	\$22.94""	\$23.88""	\$24.86**
28.	Journeyman Carpenter	\$21.72	\$22.37	\$23.05
29.	Electrician	\$22.94	\$23.88	\$24.86
30.	General Maintenance	\$21.51	\$22.15	\$22.82
31.	Working Sub-Foreman	\$22.20	\$22.86	\$23.55
32.	"Water Distribution Class 1	\$22.54"	\$23.42*	\$24.33*
33.	*Water Distribution Class 2	\$22.70*	\$23.58*	\$24.50*
34.	Welder	\$21.52	\$22.42	\$23.35
35.	Janitor	\$18.49	\$19.04	\$19.61
36.	Shovel Operator	\$21.43	\$22.33	\$23.26
37.	""Sub-Foreman (Shops)	\$23.37**	\$24.33**	\$25.32**

	<u>JOB CLASSIFICATION</u>	APRIL 1/04	APRIL 1/05	APRIL 1/06
38.	***Student Labour Rate (students shall receive 4% vacation pay)	\$11.50	\$11.60	\$11.70
39.	<p>Apprentice Mechanic</p> <p>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</p> <p>On becoming licensed as per Item 27, the Apprentice will be classified under Item 27. 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.</p>			

- * Wage rate is based on the designated licence being issued from the Province of Ontario or its designate.
- ** 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.
- *** 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, between May 1st and August 31st who attend educational institutions 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.

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.

5. Labourers - Water & Sewer Departments

After twelve (12) months, Labourers who work in the Water and Sewer Departments and Sanitary Sewer Cleaners shall be paid Skilled Labourer rate.

SHIFTS - PUBLIC WORKS

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

1. PUBLIC WORKS

(Landfill Attendant, 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 non-scheduled shifts shall be at overtime rates.

b) Effective on the date of ratification of the Collective Agreement, the shift differential for all employees for afternoon and graveyard shifts shall be \$1.15 per hour. Effective April 1, 2005, the shift differential shall be \$1.30 per hour; effective April 1, 2006, the shift differential shall be \$1.45 per hour.

May 1st to June 30th

Shifts only as needed. Same as in winter and same lunch times. Effective on date of ratification of the Collective Agreement the shift differential will be \$1.15 per hour and effective April 1, 2005, the shift differential will be \$1.30 per hour and effective April 1, 2006, the shift differential shall be \$1.45 per hour 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. Effective on the date of ratification of the Collective Agreement the shift differential will be \$1.15 per hour and effective April 1, 2005 the shift differential shall be \$1.30 per hour and effective April 1, 2006, the shift differential shall be \$1.45 per hour 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. Effective on the date of ratification of the Collective Agreement the shift differential will be \$1.15 per hour and effective April 1, 2005 the shift differential shall be \$1.30 per hour and effective April 1, 2006, the shift differential shall be \$1.45 per hour 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.

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 - LANDFILL

Shifts – Any five (5) consecutive working days in any one week. Scheduling at least one week in advance and a 40 hour work week

April 1st to April 30th

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

9:30 a.m. to 6:00 p.m. with one half hour off for lunch.

May 1st to August 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

11:30 a.m. to 8:00 p.m. with one half hour off for lunch.

September 1st to October 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

9:30 a.m. to 6:00 p.m. with one half hour off for lunch.

November 1st to March 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

2a. PUBLIC WORKS – GATEHOUSE CASHIER

Shifts – Any five (5) consecutive working days in any one week. Scheduling at least one week in advance and 80 hours in a two (2) week pay period.

April 1st to April 30th

7:30 a.m. to 6:00 p.m. with one half hour off for lunch.

May 1st to August 31st

7:30 a.m. to 8:00 p.m. with one half hour off for lunch.

September 1st to October 31st

7:30 a.m. to 6:00 p.m. with one half hour off for lunch.

November 1st to March 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

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

April 1st to October 31st

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

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

November 1st to March 31st

Monday to Friday.

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

4. PUBLIC WORKS - EARLY OPERATIONS

6:00 am. to 2:00 p.m.

Asphalt Crew
Sidewalk Crew
Sanding Operations
Foot Patrol
Mechanic
Serviceman
Line Painting Crew

5:00 'a.m.to 1:00 p.m.

Trackless.

MEMORANDUM OF AGREEMENT

BETWEEN

LOCAL 210 CUPE

AND

THE CORPORATION OF THE CITY OF TIMMINS

ARTICLE # 5 – PROBATIONARY PERIOD

Amend Clause 5.01 to read as follows:

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 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.

The probationary period for part-time employees shall be 120 working days per calendar year,

After completion of the probationary period of 120 working days in a calendar year the part-time employee will have his/her name placed on the seniority list and seniority shall be effective from the date of employment.

Part-time employees shall receive in lieu of employee benefits 7% of their gross bi-weekly pay, which shall be paid on a bi-weekly basis.

Part-time employees shall not participate in vacation plans but shall be paid an amount, which represents 4% of their bi-weekly pay each pay period.

ARTICLE 10 – STEWARDS AND OTHER UNION COMMITTEES

Amend Clause 10.04 to read as follows:

10.04 Negotiating Committee

The Union shall appoint or otherwise select a Negotiating Committee comprised of **no more than six (6)** employees of the Corporation. **(1 from Water or Sewer; 1 from Roads, Mechanics or Sanitation; 1 from Water Filtration Plant; 1 from Parks & Recreation plus 2 Executive Members.)** The composition of the Committee may vary. 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.

ARTICLE #11 – GRIEVANCE PROCEDURE

Amend Clause 11.01(c) to read as follows:

11.01(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.

Stage 1

The employee who may be accompanied by one (1) steward, shall take the matter up with their immediate Foreman and **next ranking Supervisor**, 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

Within twenty (20) days of completion of Stage 1, the employee, accompanied by the Grievance Committee, may take the matter up with the Committee comprised of the Chief Administrative Officer or his designate, the Supervisor Concerned, and the Department Head Concerned, who shall render their decision within forty-eight (48) hours of receipt of the grievance as per Stage 1.

ARTICLE 14 - SENIORITY

Amend Clause 14.01 to read as follows:

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, as outlined in the job posting. If the Employer has exhausted all qualified personnel seniority shall apply.

Amend Clause 14.03 to read as follows:

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**) *calendar* 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

Delete 15.01 (b) in its entirety

Amend Clause 15.04 to read as follows:

15.04 If an employee drops *or refuses* a new posting within the trial period of sixty (60) working days or after, the employee is excluded from applying for that same posting for *twenty-four* (**24**) months from the date they drop or refuse the posting.

ARTICLE 17 -- HOURS OF WORK AND OVERTIME

Amend Clause 17.03 to read as follows:

17.03 Meal Allowance

One-half (½) hour meal time shall be included **as** part of the regularly scheduled work period for employees on afternoon and graveyard shift.

Shifts starting at 5:00 a.m. and 6:00 a.m. only will be entitled to one half (½) hour meal time included as part of the regularly scheduled work period for the following operations:

6:00 am. to 2:00 p.m.

Asphalt Crew
Sidewalk Crew
Sanding Operations
Foot Patrol
Mechanic
Serviceman
Line Painting Crew

5:00 a.m. to 1:00 p.m.

Trackless

Amend Clause 17.06 (a) to read as follows:

- 17.06(a) All overtime, except, as hereafter detailed, shall be awarded on overall seniority, according to the seniority list applicable for each department, yard, division and crew. The senior posted person(s) shall be called first, and if he should decline or fail to respond in a reasonable time, the next senior qualified person(s) 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.

Amend Clause 17.12 to read as follows:

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 \$11.75 effective on date of ratification of the Collective Agreement, to be increased to \$12.00 on April 1, 2005 and \$12.25 on April 1, 2006.

Amend Clause 17.14 to read as follows:

17.14 Shift Differential

Effective on the date of ratification of the Collective Agreement, the shift differential, for all employees for afternoon and graveyard shifts shall be \$1.15 per hour. Effective April 1, 2005, the shift differential shall be \$1.30 per hour; effective April 1, 2006, the shift differential shall be \$1.45.

Shift differential shall not apply when overtime rates are applicable, nor for the earlier shifts as noted in 17.03.

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Amend Clauses 17.15 and 17.16 to read as follows:

17.15 Shifts – Parks & Recreation and McIntyre Arena

Shift schedules will be as indicated in the Letter of Understanding attached hereto and forming part of this Agreement.

17.16 Shifts – Public Works & Water Filtration Plant

Shift schedules for Public Works will be in accordance with the shift schedules indicated on 'Schedule "B"' attached hereto and forming part of this Agreement.

Shift schedules for Water Filtration Plant will be in accordance with the shift schedules indicated in the Letter of Understanding attached hereto and forming part of this Agreement.

Add new Article 17.25 – Public Works Weekend/Statutory On Call Scheduled Hours

17.25 Weekend/Statutory Holiday On Call Scheduled Hours

- a) The Employer will establish a Public Works Water Distribution and Sewer Collection weekend on call group consisting of up to 26 public works employees that will be scheduled on call for weekends and statutory holidays.
- b) The Public Works water and sewer weekend on call group shall include all employees posted in the sewer and water divisions of the Public Works Department, other employees of the Public Works Department who have obtained and wish to retain a water distribution system or wastewater collection operator's licence under current Ontario regulations and other employees of Public Works that are qualified to operate the sewer flusher and wish to be scheduled for weekends on call.
- c) The Employer will establish a schedule from the Public Works water and sewer weekend on call group that shall be available for work on weekends and on statutory holidays.
- d) One qualified and licensed Sub-foreman or Leader "A" (water) and one qualified Sewer Flusher Operator will be scheduled for each weekend and statutory holiday one year in advance to cover both Yards.
- e) The schedule will be based on a rotation of qualified employees within the Public Works water and sewer weekend on call group.
- f) The first schedule will be posted one month following acceptance of the Collective Agreement and will commence two months following acceptance of the Collective Agreement.

- g)** Subsequent schedules will be posted on the first Monday in May for a schedule commencing on the first weekend in June in each of the subsequent years.
- h)** The schedule shall be based on a rotation of employees within the Public Works water and sewer weekend on call group. The schedule will be adjusted for employee vacations that are approved prior to the posting of the weekend on call schedule.

Employees volunteering to be on the on call list shall remain on this list for a one (1) year period. Participation of all employees in the sewer and water sections is mandatory.

- i)** Employees that are scheduled for a weekend on call may by mutual agreement interchange or give away their scheduled weekend(s) on call.
- j)** It is the responsibility of the employee interchanging or giving away a scheduled weekend on call to ensure that a qualified replacement on call group employee is available on their scheduled weekend.
- k)** The employee interchanging or giving away a scheduled weekend on call shall provide their supervisor a minimum 72 hours written notice indicating the name of the mutually agreed replacement employee taking their scheduled weekend.
- l)** In order that the employer can cover weekends on call for persons calling in sick or whom are absent for other approved reasons the employer shall post a request for public works sewer and water weekend on call group employees from upon which any employee from this group may sign indicating their willingness to accept weekend on call duties on short notice.
- m)** If the Employer requires a sewer and water weekend on call group qualified employee to take a weekend on call on short notice, the employees from this list will be requested to take the vacant weekend on call by seniority.
- n)** Employees that are on call will be provided a pager or a cell phone by the City of Timmins and will be called if work in the posting listed is required. Employees on call shall be available for work for all hours that they are on call. When called, employees on call must immediately respond and carry out the posted work requested during the weekend or holiday.
- o)** Effective on date of ratification of the Collective Agreement, employees on call will be paid \$2.00 for each hour on call during normal weekends i.e. from 4:00 p.m. Friday to 7:30 a.m. the following Monday. Effective April 1, 2005 - \$2.25 per hour and effective April 1, 2006 - \$2.50 per hour.

- p) Effective on date of ratification of **the** Collective Agreement, employees on call will be paid \$3.00 for each hour on call for long weekends that include the following holidays: - Effective April 1, 2005 - \$3.25 per hour and effective April 1, 2006 - \$3.50 per hour.

New Year's weekend
Easter weekend
Victoria Day weekend
Canada Day weekend
August Civic Holiday weekend
Labor Day weekend
Thanksgiving weekend
Christmas weekend.

When a single Statutory Holiday falls on Monday, Tuesday or Wednesday, the individuals on call the previous weekend shall be responsible to be on call. When a single Statutory Holiday falls on a Thursday or Friday, the individuals on call the following weekend shall be responsible to be on call.

When Christmas Day falls on a Monday or Tuesday, the individuals on call the previous weekend shall be responsible to be on call. When Christmas Day fall on a Wednesday, Thursday or Friday, the individuals, on call the following weekend shall be responsible to be on call.

- q) Effective on date of ratification of the Collective Agreement on call pay will be accumulated for each participating employee and will be paid out during the first pay period of June and the first pay period of December for the previous 6 months on call hours. The on call rates will be effective for the duration of the current Collective Agreement.
- r) In addition to the above noted on call hourly rates, the on call employee will be paid overtime rates in accordance with the Collective Agreement for all overtime hours actually worked.
- s) Employee(s) accumulating time off must make it known to the Employer immediately upon accepting 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) week's notice prior to the requested time off with pay.
- t) Time off dates shall be subject to the Corporation being able to maintain efficiency in all departments.
- u) The employer will provide training and experience times necessary for the employees of the sewer and water weekend on call group to retain or upgrade their operator's licence as required by Ontario Provincial Regulations.

Add New Clause 17.26 – On-Call – Water Treatment Plant

17.26 For Water Quality Analysts and Maintenance Personnel shall be compensated for “On-Call” criteria during their regular schedule for the week in which their day shift rotation includes two (2) four (4) hour shifts on Saturday and Sunday.

On-call rates will be as follows:

- for regular on-call on week days **\$1.50** per hour to a maximum of **64** hours per rotation
- for on-call on weekends **\$2.00** per hour to a maximum of **56** hours per rotation
- for on-call on statutory holiday **\$3.00** per hour will be paid for Saturday, Sunday and the statutory holiday to a maximum of **96** hours per rotation.
- for statutory holidays that fall on a Tuesday, Wednesday or Thursday, the **\$3.00** per hour on-call premium will apply.

Add New Clause 17.27 – 10 Hour Shifts

17.27 Notwithstanding any other provisions in the Collective Agreement, the parties agree that for members of Local 210 CUPE, assigned by the Employer, to winter operations that these employees will be scheduled for four 10 hour shifts from 9:30 p.m., Sunday to 7:30 a.m., Monday and for the same hours on the three succeeding days.

No overtime will be paid for the hours worked in excess of 8 hours on the four days referred to in Clause 1 above, however, overtime will be paid at the rate outlined in the Collective Agreement for any hours worked in excess of 10 hours.

Lunch time provisions and shift differential as outlined in the Collective Agreement will continue to apply.

For those employees on the schedule, their vacation entitlement will be converted to hours i.e. one week of vacation equals 40 hours and their statutory holiday entitlement will be converted to 8 hours for each statutory holiday, and sick leave entitlement will also be converted to an 8 hour day i.e. an employee under this Letter of Understanding who is absent from work for one day because of approved sick leave, or vacation would have 1.25 days deducted from accumulated sick leave or vacation credits.

The City will schedule the 10 hour shifts to ensure there are 40 paid hours in each week.

ARTICLE 19 – VACATION WITH PAY

Amend Article 19.01 to read as follows:

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.
Eleven years or more	Five (5) weeks.
Twenty-Five years or more	Six (6) weeks.

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 **WSIB** absences, vacation credits will be pro-rated commencing with any absence over six months.

Delete Clause 19.04 in its entirety and renumber remaining Article accordingly.

Amend Clause 19.05 to read as follows:

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) calendar days.
- (b) **Vacation** 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, **no** later than 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

A Letter of Understanding regarding sick leave will be prepared.

ARTICLE 21 – LEAVE OF ABSENCE

Amend Clause 21.03 to read as follows:

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 advise 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 non-payment policies.

Amend Clause 21.04 to read as follows:

21.04 General Leave

The Corporation may grant a leave of absence without pay to any employee **for** any reasonable request other *than that of going to other employment*. 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.

Amend Clause 21.05 to read as follows:

21.05 Maternity/Parental Benefits

The Corporation agrees to supplement maternity/*parental* benefits up to 70% in accordance with The Employment Standards Act.

ARTICLE #23 - JOB CLASSIFICATION

Amend Clause 23.02 to read as follows:

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.

All employees in the Road Department that do not have three (3) postings will automatically be posted to the labour position.

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

Amend Clause 24.07 to read as follows:

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. The minimum period between dental recall examinations shall be nine (9) months.

The City will contract with the Carrier to provide orthodontic 50/50 co-insurance with \$1,200 maximum per employee or eligible dependent on a lifetime basis.

Amend Clause 24.08 to read as follows:

24.08 Lone 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 \$2,400 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.

Effective the signing of this agreement, the employer will provide five (5) pairs of coveralls to mechanics, service men, and welder only and these coveralls will be laundered every two weeks.

ARTICLE #28 - TERMINATION AND RENEWAL

Amend Clause 28.01 to read as follows:

28.01 This Agreement shall be in effect from the date of signing by the Parties, and shall remain in effect until the 31st of March **2007** 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.

TRAINING

The Employer has agreed to develop a written policy regarding training by December 31, 2004.

It was agreed that the position of General Maintenance (**434/210**) would be transferred to Local **210**, effective on date of ratification of the Collective Agreement.

Effective the signing of the Collective Agreement, a one-time payment of **\$200** to all full-time CUPE **Local 210** employees.

As a condition of settlement, the following grievances will be withdrawn by the Union:

- 2003-7,8,9 &10
- 2004-02 to 2004-17
- 2004 – 21
- 2004 –24 to 2004-26
- 2004-31 to 2004-39
- 2004-44
- 2004-46.

The Employer would like to stipulate that in no way they are admitting fault in regards to the above-mentioned grievances.

When an employee has been on long term disability for a period of two years, the Employer will pay for prescriptions only, until the employee is considered fit or the employee is considered totally disabled and remains on long term disability to age **65**.

Amend Clause **24.09** to read as follows:

24.09 Optical Plan

The Employer shall pay for an optical plan whereby an employee and/or his dependents may each obtain eye examinations and/or eyeglasses up to a cost not to exceed \$275.00 each in a two (2) year period, effective on the date of ratification of the Collective Agreement.

Amend Clause **24.10** to read as follows:

24.10 Early Retirement Benefit

The City agrees to pay the premium for drug plan coverage and to provide optical plan coverage to those employees who retire at age **58** until age 65.

The Corporation also agrees to pay the premium for drug plan coverage and to provide optical plan coverage to those employees who retire at age 55 whose normal retirement age is 65 and who have completed 30 years of service with the City, provided they do not have coverage through an alternate plan.

ARTICLE 25 – GENERAL BENEFITS

Amend Clause **25.01** to read as follows:

25.01 The parties to this agreement had previously negotiated clauses whereby the employer 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 active payroll as of April **1, 2004** and every April 1st thereafter shall receive the sum of **\$240**. This will be increased to **\$250** effective April 1, 2005 and **\$260** effective April 1, 2006.

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), hip wader boots and safety vests, all **as** required in the opinion of the employer.

The Employer agrees to pay for any medical examination by the City physician required by an employee to maintain his AZ license.

AMEND SCHEDULE "A" – (ATTACHED)

AMEND SCHEDULE "B" – (ATTACHED)

DELETE SCHEDULE "C" – SHIFTS PARKS & RECREATION & McINTYRE ARENA

DELETE LETTER OF UNDERSTANDING – 10 HOUR SHIFTS

See new Clause 17.27 – 10 Hour Shifts.

LETTER OF INTENT – PROMOTION SIGN OFF LIST

LETTER OF UNDERSTANDING – WATER TREATMENT PLANT

LETTER OF UNDERSTANDING – ARENA SCHEDULES

DATED at Timmins, Ontario, this 5th day of October, 2004.

LOCAL 210 CUPE

THE CORPORATION OF THE
CITY OF TIMMINS

Ken [unclear]
Robert [unclear]
B. [unclear]
William [unclear]
[unclear]
Joe [unclear]
[unclear]
[unclear]

[unclear]
Dennis Carriere
[unclear]
[unclear]

LOCAL 210 CUPE WAGES
FOR 2004, 2005 AND 2006

	<u>JOB CLASSIFICATION</u>	<u>APRIL 1/04</u>	<u>APRIL 1/05</u>	<u>APRIL 1/06</u>
1.	Labour Regular (Includes Outdoor Rink Attendants, General Arena Workers, Night Sweeper)	\$18.58	\$19.14	\$19.71
2.	Sanitary Crew, Animal Control	\$18.68	\$19.24	\$19.82
3.	Sanitary Sewer Cleaner	\$19.16	\$19.84	\$20.53
4.	Gatehouse Cashier	\$18.74	\$19.30	\$19.88
5.	Dump Attendant	\$18.86	\$19.43	\$20.01
6.	Truck Driver/Wingman	\$19.22	\$19.90	\$20.60
7.	Garbage Truck Driver	\$19.46	\$20.04	\$20.64
8.	Sand Truck Driver/Snowplow Truck Driver	\$19.42	\$20.10	\$20.81
9.	Equipment Operator (Heavy Dozer, Grader, Bucket Loader & Att., Backhoe & Att., Hydraulic Sewer Flusher, Mechanical Sweeper, Oilman on Truck. Vacuum Sweeper)	\$20.06	\$20.92	\$21.81
10.	Light Tractor Operator	\$19.54	\$20.13	\$20.73
11.	"Water Treatment OIT	\$19.94"	\$20.54*	\$21.16"
12.	"Water Treatment Class 1	\$21.09"	\$21.73"	\$22.38*
13.	"Water Treatment Class 2	\$22.59"	\$23.27"	\$23.96"
14.	"Water Treatment Class 3	\$24.13*	\$24.86*	\$25.60"
15.	"Water Treatment Class 4	\$25.35"	\$26.11*	\$26.89*
16.	"Water Quality Analyst	\$24.13"	\$24.86"	\$25.60"
17.	Service Man	\$19.97	\$20.67	\$21.40
18.	Skilled Labour (Gardener, Pks. & Rec. Mtce., Arena Mtce., Public Works Mtce., Parking Meter Service Man)	\$19.54	\$20.13	\$20.73
19.	"Skilled Labour Water/Distribution & Waste Water Collection OIT	\$19.54"	\$20.13*	\$20.73"
20.	"Skilled Labour Water/Distribution & Waste Water Collection Class 1	\$19.86"	\$20.64"	\$21.44*
21.	"Skilled Labour Water/Distribution & Waste Water Collection Class 2	\$20.18"	\$20.96"	\$21.78"

SCHEDULE "A"

	JOB CLASSIFICATION	APRIL 1/04	APRIL 1/05	APRIL 1/06
22.	Leader "A"	\$20.16	\$20.86	\$21.59
23.	* Leader "A" - Water Distribution & Waste Water Collection OIT	\$20.16*	\$20.86*	\$21.59*
24.	* Leader A - Water Distribution & Waste Water Collection Class 1	\$20.48*	\$21.27*	\$22.09*
25.	* Leader "A" - Water Distribution & Waste Water Collection Class 2	\$20.80*	\$21.60*	\$22.43*
26.	One Man Garbage Crew	\$20.05	\$20.66	\$21.28
27.	**Garage Mechanic (Licenses)	\$22.94**	\$23.88**	\$24.86**
28.	Journeyman Carpenter	\$21.72	\$22.37	\$23.05
29.	Electrician	\$22.94	\$23.88	\$24.86
30.	General Maintenance	\$21.51	\$22.15	\$22.82
31.	Working Sub-Foreman	\$22.20	\$22.86	\$23.55
32.	*Water Distribution Class 1	\$22.54*	\$23.42*	\$24.33*
33.	*Water Distribution Class 2	\$22.70*	\$23.58*	\$24.50*
34.	Welder	\$21.52	\$22.42	\$23.35
35.	Janitor	\$18.49	\$19.04	\$19.61
36.	Shovel Operator	\$21.43	\$22.33	\$23.26
37.	**Sub-Foreman (Shops)	\$23.37**	\$24.33**	\$25.32**
38.	***Student Labour Rate (students shall receive 4% vacation pay)	\$11.50	\$11.60	\$11.70
36.	<p>Apprentice Mechanic</p> <p>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</p> <p>On becoming licensed as per Item 27, the Apprentice will be classified under Item 27. 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.</p>			

* **Wage rate is based on the designated licence being issued from the Province of Ontario or its designate.**

** 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.

*** 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, between May 1st and August 31st who attend educational institutions 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.

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.

5. Labourers - Water & Sewer Departments

After twelve (12) months, Labourers who work in the Water and Sewer Departments and Sanitary Sewer Cleaners shall be paid Skilled Labourer rate.

SHIFTS- PUBLIC WORKS

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

1. PUBLIC WORKS

(Landfill Attendant, 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 non-scheduled shifts shall be at overtime rates.

b) Effective on the date of ratification of the Collective Agreement, the shift differential for all employees for afternoon and graveyard shifts shall be **\$1.15** per hour. Effective **April 1, 2005, the shift differential shall be \$1.30 per hour; effective April 1, 2006, the shift differential shall be \$1.45.**

May 1st to June 30th

Shifts only as needed. Same as in winter and same lunch times. Effective on date of ratification of the Collective Agreement the shift differential will be **\$1.15** per hour and effective April 1, 2005, the shift differential will be **\$1.30** per hour **and effective April 1, 2006, the shift differential shall be \$1.45 per hour** 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. Effective on the date of ratification of the Collective Agreement the shift differential will be **\$1.15** per hour and effective April 1, 2004 the shift differential shall be \$1.30 per hour and effective April 1, 2006, the shift differential shall be **\$1.45** per hour 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. Effective on the date of ratification of the Collective Agreement the shift differential will be **\$1.15** per hour and effective April 1, 2004 the shift differential shall be \$1.30 per hour and effective April 1, 2006, the shift differential shall be \$1.45 per hour 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.
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 - LANDFILL

Shifts – Any five (**5**) consecutive working days in any one week. Scheduling at least one week in advance and a 40 hour work week

April 1st to April 30th

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.
9:30 a.m. to 6:00 p.m. with one half hour off for lunch.

May 1st to August 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.
11:30 a.m. to 8:00 p.m. with one half hour off for lunch.

September 1st to October 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

9:30 a.m. to 6:00 p.m. with one half hour off for lunch.

November 1st to March 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

2a. PUBLIC WORKS – GATEHOUSE CASHIER,

Shifts - Any five (5) consecutive working days in any one week. Scheduling at least one week in advance and 80 hours in a two (2) week pay period.

April 1st to April 30th

7:30 a.m. to 6:00 p.m. with one half hour off for lunch.

May 1st to August 31st

7:30 a.m. to 8:00 p.m. with one half hour off for lunch.

September 1st to October 31st

7:30 a.m. to 6:00 p.m. with one half hour off for lunch.

November 1st to March 31st

7:30 a.m. to 4:00 p.m. with one half hour off for lunch.

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

April 1st to October 31st

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

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

November 1st to March 31st

Monday to Friday.

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

4. PUBLIC WORKS – EARLY OPERATIONS

6:00 am. to 2:00 p.m.

**Asphalt Crew
Sidewalk Crew
Sanding Operations
Foot Patrol
Mechanic
Serviceman
Line Painting Crew**

5:00 a.m. to 1:00 p.m.

Trackless

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 210 CUPE

AND

THE CORPORATION OF THE CITY OF TIMMINS

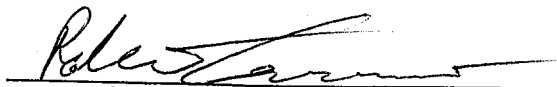
RE: ARTICLE 20 - SICK LEAVE

Whereas the parties do hereby agree that by December 21, 2004, to initiate discussions on the current sick leave plan.

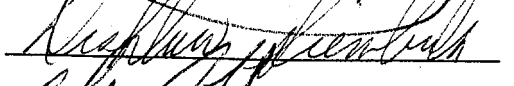
DATED AT TIMMINS, ONTARIO THIS 5th DAY OF October, 2004.

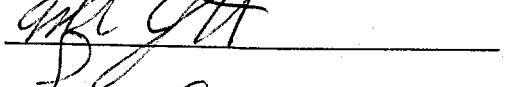
FOR LOCAL 210 CUPE

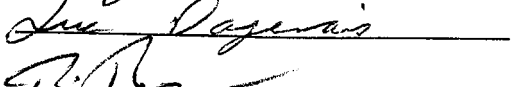
FOR THE CORPORATION

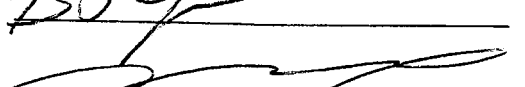








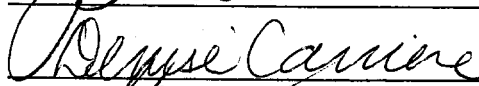


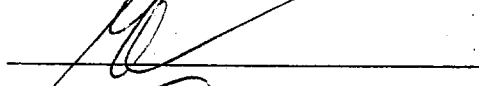


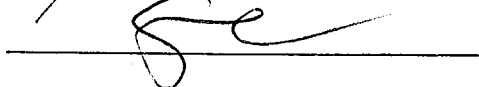















LETTER OF INTENT

BETWEEN

LOCAL 210 CUPE

AND

THE CORPORATION OF THE CITY OF TIMMINS

REGARDING THE PROMOTION SIGN OFF LIST

The Employer will maintain a promotion sign off list and forward an updated list to the Union as it is updated.

When an employee's name appears on a promotion sign off list, the said employee shall forfeit all rights to future job postings in that classification, all regular work and all overtime work related to the signed off job(s), except as noted below. The name shall remain on the promotion sign off list for a period of twelve (12) months. Following the twelve (12) month period, the Employer will place the name of the said employee on the qualified list unless the said employee requests in writing that their name on the promotion sign off list for an additional twelve (12) month period.

The employee shall provide a minimum of forty-eight (48) hours written notice to the Employer to have their name placed on the promotion sign off list.

When the Employer has exhausted all qualified employees not on the promotion sign off list, the Employer will assign the required work to those on the promotion sign off list in reverse order of seniority.

This Letter of Intent may be rescinded by either party upon giving thirty (30) days written notice to the other party. However, before written notice is given by either party, the parties will meet to discuss whether concerns can be resolved in order that this Letter of Intent may remain in effect.

DATED AT TIMMINS, ONTARIO THIS 5TH DAY OF October, 2004.

FOR LOCAL 210 CUPE

FOR THE CORPORATION

Peter [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

J. [Signature]
Dennis Carrière
[Signature]
[Signature]

[Signature]
Daniel Boissonneault
[Signature]

LETTER OF UNDERSTANDING

**BETWEEN LOCAL 210 CUPE
(hereafter called the Union)**

AND

**THE CORPORATION OF THE CITY OF TIMMINS
(hereafter called the City)**

RE: WATER TREATMENT PLANT

Whereas the Union and the City have agreed to implement the following at the Timmins Water Filtration Plant;

Now Therefore the parties agree as follows:

“Vacation shall be awarded on a seniority basis with a view to the efficiency of the department. Where a number of employees within the same section or crew seek the same dates, seniority within the specific sections or crews shall apply. The sections or crews are as follows:

a) Control Room Operators (b) Maintenance Personnel (c) Water Quality Analysts. Employees will be called in to select alternate dates where original dates conflict under the seniority conditions.”

“If a non-scheduled absence from work occurs, the following employee replacement process will be followed for all essential personnel.”

“If the Maintenance or Water Quality Analyst reporting an absence is the ‘On-Call’ employee, and they are reporting an absence in the evening or weekend hours, the CRO will arrange for a replacement employee based on the posted Local 210 seniority list for that crew.”

“If the Maintenance or Water Quality Analyst is reporting an absence for a regular eight (8) hour dayshift (Monday to Friday), the CRO will record and present the information to the immediate supervisor.”

“If the Control Room Operator reporting a request for absence is the operator currently on shift, the individual will notify the operator for the next scheduled shift and offer the additional hours at overtime rates up to a total of sixteen (16) consecutive hours, with the balance of the shift to be covered by a replacement employee based on the posted Local 210 seniority list for that crew. If the operator for the next scheduled shift is unavailable, the operator will arrange for a replacement employee based on the posted Local 210 seniority list for that crew.”

For examples see attached memo dated September 24, 2004 (Revision 1a)

"If the Control Room Operator reporting a request for absence is the operator scheduled for the next concurrent shift, a continuation of the shift applies. The present operator may choose to work the additional hours at overtime rates up to a total of sixteen (16) consecutive hours, with the balance of the shift to be covered by a replacement employee based on the posted Local 210 seniority list for that crew. If the present operator is unavailable to work additional hours, the shift will be covered by a replacement employee based on the posted Local 210 seniority list for that crew."

"If the Control Room Operator reporting a request for absence is the operator scheduled for the following day, the shift will be covered by a replacement employee based on the posted Local 210 seniority list for that crew."

"The regular hours of work for all employees within any given pay period **will** be eighty (80) hours."

- i) Maintenance: from 7:30 a.m. to 3:30 p.m.
- ii) Water Quality Analysts: from 8:00 a.m. to 4:00 p.m.
- iii) Water Quality Analysts: from 9:00 a.m. to 5:00 p.m.
- iv) Control Room Operators (D/S): from 7:30 a.m. to 7:30 p.m.
- v) Control Room Operators (N/S): from 7:30 p.m. to 7:30 a.m.
- vi) Control Room Operators (Days): from 7:30 a.m. to 3:30 p.m.
- vii) Control Room Operators (Afternoons): from 3:30 p.m. to 11:30 p.m.
- viii) Control Room Operators (Graveyard): from 11:30 p.m. to 7:30 a.m.

"Shift schedules for the Control Room Operators, Water Quality Analysts and Maintenance personnel will be as follows:

Water Quality Analysts (as per present availability)..two (2) rotations for an 'A' & 'B' shift cycle. Maintenance...three (3) rotations for an 'A', 'B' & 'C' shift cycle. Control Room operators...+five (5) rotations for an 'A', 'B', 'C', 'D' & 'E' shift cycle.

"Water Quality Analysts and Maintenance Personnel shall be considered as being "On-Call", when their regular scheduled shift rotation includes the two (2) four (4) hour shifts on Saturday and Sunday."

"In the event that a statutory holiday(s) occur on the Monday or Tuesday of any given week, those persons completing the "On-Call" rotation for the previous Saturday and Sunday, will extend their "On-Call" coverage to incorporate the statutory holiday(s)".

"If a scheduled vacation(s) as outlined in Clause 19.02 is observed on a Statutory Holiday, the following payment schedule is applied:

For Water Quality Analysts and Maintenance personnel who work regular eight (8) hours shift schedules, an eight (8) hour statutory holiday will be paid in lieu of vacation time.

For Control Room Operators who work rotating shift schedules, an eight (8) hour statutory holiday will be paid on a Tuesday and a twelve (12) hour statutory holiday will be paid on all days with the exception of Tuesday in lieu of vacation time."

For examples see attached memo dated September 24, 2004 (Revision 1a)

“If a holiday(s) as outlined in Clause 18.01 is observed during the Pay Period, the pay period then becomes a 64 or 72 hour work period for Water Quality Analysts or Maintenance employees(s), and all hours worked in excess of 64 or 72 hours shall be deemed as overtime and paid at one and one-half (1-1/2) times the regular rate of pay.”

“If a Water Quality Analyst or Maintenance employee(s) is required to work a holiday(s) as outlined in Clause 18.01, the employee(s) will receive the hours of work at twice (x2) the regular rate of pay plus eight (8) hours statutory pay at the regular rate of pay”.

“If a holiday(s) as outlined in Clause 18.01 is observed during the Pay Period, the pay period then becomes a 80 hour work period for Control Room Operators, and all hours worked in excess of 80 hours shall be deemed,as overtime and paid at one and one-half (1-1/2) times the regular rate of pay.”

“If a Control Room Operator is required to work a holiday(s) as outlined in Clause 18.01, the employee(s) will receive the hours of work at twice (x2) the regular rate of pay plus the equivalent hours of statutory pay at the regular rate of pay.”

“Water Quality Analysts or Maintenance employee(s) working more than ten (10) consecutive hours in any scheduled eight (8) hour shift shall be provided with a meal allowance of equivalent monetary value as indicated within the collective agreement.”

“Control Room Operator(s) working more than ten (10) consecutive hours on a Tuesday shift or fourteen (14) consecutive hours for all shifts with the exception of Tuesdays. shall be provided with a meal allowance of equivalent monetary value as indicated within the collective agreement.”

“Water Quality Analysts and Water Treatment Maintenance Personnel shall be compensated for “On-Call” criteria during their regular schedule for the week in which their day shift rotation includes two (2) four (4)hour shifts on Saturday and Sunday.”

“All essential employees requiring licensure under the Ontario Environmental Training Consortium (OETC) or designate will be classified as per the specific requirements to fulfill their functions (academic & experience) and compensated with a license differential between specific classes of license.” The following classification will reflect common rates of pay:

- i) Water Treatment Operator-In-Training (OIT)
- ii) Water Treatment Class 1
- iii) Water Treatment Class 2
- iv) Water Treatment Class 3 ‘OR’ Water Quality Analyst Class 1
- v) Water Treatment Class 4

This Letter of Understanding may be rescinded by either party upon thirty (30) days written notice to the other party. However, before written notice is given by either party, the parties agree to meet to discuss whether any concerns can be resolved in order that the Letter of Understanding may remain in effect.

For examples see attached memo dated September 24, 2004 (Revision 1a)

Dated at Timmins, Ontario, this 5th day of October, 2004.

LOCAL 210 CUPE

**THE CORPORATION OF THE
CITY OF TIMMINS**

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CITY OF TIMMINS



INTERDEPARTMENT CORRESPONDENCE

TO: City of Timmins Administration & Local 210 Executive
FROM: Bruce Larose
DATE: September 24th, 2004
SUBJECT: 2004 Negotiations – Compensation for TWFP (Revision 1a)

The following subjects required further clarification as per Local 210 Executive and the City of Timmins Management teams:

1. Language required for the allocation of vacation periods on Statutory Holidays
2. Language required for the payment of Statutory holidays
3. Language required for overtime meal allowance
4. Language required for on-call compensation
5. Language required for licence classification & rate compensation

Language required for vacation days which fall on Statutory Holidays:

- amend Section 19.02 of the Collective Agreement to read as follows. “If a scheduled vacation(s) as outlined in Clause 19.02 is observed on a Statutory Holiday, the following payment schedule is applied”:
 - i) “For Water Quality Analysts and Maintenance personnel who work regular eight (8) hour shift schedules, an eight (8) hour statutory holiday will be paid in lieu of vacation time.” (example: With the scheduled shift being of 8 hours duration, an 8 hour statutory holiday will be paid at the regular rate of pay in lieu of vacation time.) The vacation day(s) previously scheduled on the statutory holiday will be carried forward by the Water Quality Analyst or Maintenance employee(s).
 - ii) “For Control Room Operators who work rotating shift schedules, an eight (8) hour statutory holiday will be paid on a Tuesday and a twelve (12) hour statutory holiday will be paid on all days with the exception of Tuesday in lieu of vacation time.” (example: If the scheduled shift were of 8 hours duration, an 8 hour statutory holiday will be paid at the regular rate of pay in lieu of vacation time. If the scheduled shift were of 12 hours duration, a 12 hour statutory holiday will be paid at the regular rate of pay in lieu of vacation time.) The vacation day(s) previously scheduled on the statutory holiday will be carried forward by the employee(s).

Language required for the payment of statutory holidays:

- i) Water Quality Analysts & Maintenance personnel who are NOT required to work the holiday period(s) as per schedule will receive the 80 hours in a pay period which includes the Statutory holiday. Amend Section 17.10 of the Collective Agreement to read as follows: "If a holiday(s) as outlined in Clause 18.01 is observed during the Pay Period, the pay period then becomes a 64 or 72 hour work period for Water Quality Analysts or Maintenance employee(s), and all hours worked in excess of 64 or 72 hours shall be deemed as overtime and paid at one and one-half (1-1/2) times the regular rate of pay." (i.e.: The adjusted pay period will consist of: 64 hours regular pay + 16 hours statutory pay 'OR' 72 hours regular pay + 8 hours statutory pay)
- ii) Water Quality Analysts & Maintenance personnel who ARE required to work a regular scheduled shift which 'Commences' on a Statutory holiday (holiday being 00:01 hr to 24:00 hr), the following applies: Amend Section 17.10 of the Collective Agreement to read as follows: "If a Water Quality Analyst or Maintenance employee(s) is required to work a holiday(s) as outlined in Clause 18.01, the employee(s) will receive the hours of work at twice (x2) the regular rate of pay plus eight (8) hours statutory pay at the regular rate of pay."
- iii) Control Room Operators who are NOT required to work the holiday period(s) as per schedule will receive the 80 hours in a pay period plus the Statutory holiday. Amend Section 17.10 of the Collective Agreement to read as follows: "If a holiday(s) as outlined in Clause 18.01 is observed during the Pay Period, the pay period then becomes an 80 hour work period for Control Room Operators, and all hours worked in excess of 80 hours shall be deemed as overtime and paid at one and one-half (1-1/2) times the regular rate of pay." (i.e.: A single statutory holiday during the pay period results in: 72 hours at a regular rate of pay plus 8 hours at x1.5 regular rate of pay & 8 hours statutory pay at the regular rate of pay. Two statutory holidays during the pay period results in: 64 hours at a regular rate of pay plus 16 hours at x1.5 regular rate of pay & 16 hours statutory pay at the regular rate of pay)
- iv) Control Room Operators who ARE required to work a regular scheduled shift which 'Commences' on a Statutory holiday (holiday being 00:01 hr to 24:00 hr), the following applies: Amend Section 17.10 of the Collective Agreement to read as follows: "If a Control Room Operator is required to work a holiday(s) as outlined in Clause 18.01, the employee(s) will receive the hours of work at twice (x2) the regular rate of pay plus the equivalent hours of statutory pay at the regular rate of pay."

Language required for Overtime Meal Allowance (shift operators, maintenance & analysts):

- i) Amend Section 17.12 of the Collective Agreement to read as follows: “Water Quality Analysts or Maintenance employee(s) working more than ten (10) consecutive hours in any scheduled eight (8) hour shift shall be provided with a meal allowance of equivalent monetary value as indicated within the collective agreement.”
- ii) Amend Section 17.12 of the Collective Agreement to read as follows: “Control Room Operator(s) working more than ten (10) consecutive hours on a Tuesday shift or fourteen (14) consecutive hours for all shifts with the exception of Tuesdays, shall be provided with a meal allowance of equivalent monetary value as indicated within the collective agreement.”

Language required for Proposed ‘On-Call’ compensation (maintenance & analysts):

- Amend Section 17.14 to include Section 17.14 (b) of the Collective Agreement as follows: “Water Quality Analysts and Maintenance Personnel shall be compensated for ‘On-Call’ criteria during their regular schedule for the week in which their day shift rotation includes two (2) four (4) hour shifts on Saturday and Sunday.” (i.e.: Irregardless of shift rotation ‘A’, ‘B’ or ‘C’, the employee(s) are considered to be On-Call and must respond to all situations within the seven day period from Monday (commencing at 16:00 hr) to the following Monday (ending at 08:00 hr), when they are scheduled to cover the Saturday and Sunday weekend shifts)

Language required for Proposed Licence Classification & Rate of Pay Compensation (shift operators, maintenance & analysts):

- Amend Section 17.14 to include Section 17.14 (c) within the Collective Agreement as follows: “All essential employees requiring licensure under the Ontario Environmental Training Consortium (OETC) or designate will be classified as per the specific requirements to fulfil their functions (academic & experience) and compensated with a license differential between specific classes of license.” The following classification will reflect common rates of **pay**:
 - i) Water Treatment Operator-In-Training (OIT)
 - ii) Water Treatment Class 1
 - iii) Water Treatment Class 2
 - iv) Water Treatment Class 3 ‘OR’ Water Quality Analyst Class 1
 - v) Water Treatment Class 4

Bruce Larose C.E.T., P.Eng.
Manager of Water Treatment Operations
City of Timmins

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 210 CUPE

AND

THE CORPORATION OF THE CITY OF TIMMINS

WHEREAS the Union and City have agreed to the scheduling of staff at the following arenas;

AND WHEREAS the parties considers it desirable to implement the staffing schedules;

NOW THEREFORE:

1. The parties agree that the attached Schedules will apply when the arenas are open for business to the public.
2. This Letter of Understanding will be in effect for the duration of the Collective Agreement.

DATED at Timmins, Ontario, this 14 day of October, 2004.

LOCAL 210 CUPE

THE CORPORATION OF THE
CITY OF TIMMINS

Robert...
...
...
...
...
...
...
Daniel...

John
Denise Carrière
...
...

CONFEDERATION ARENA 2004-2005 (Opens Nov.1/04 – Feb.28/05)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
		PRE-SCHOOL & ADULT 2:15-3:30 PM P#7063 Nov.3-Dec.22 Jan.5-Feb.23	PRE-SCHOOL & ADULT 2:15-3:30 PM P#7063 Nov.4-Dec.22 Jan.6-Feb.24		ACT CLINIC #7035 8:00-3:30PM Nov.6-Dec.18 Jan.8-Feb.26	TMHA #7035 8:00-6:00 PM Nov.7-Dec.19 Jan.9-Feb.27
TMHA #7035 5:15-10:30 PM Nov.1-Dec.13 Jan.3-Feb.21	TMHA #7035 5:15-9:45 PM Nov.2-Dec.14 Jan.4-Feb.22	TMHA #7035 5:15-9:45 PM Nov.3-Dec.15 Jan.5-Feb.23	TMHA #7035 5:15-9:45PM Nov.4-Dec.16 Jan.6-Feb.24	TMHA #7035 5:00-9:30 PM Nov.5-Dec.17 Jan.7-Feb.25		Public Skating #7066 6:15-7:15PM Nov.7-Dec.19 Jan.9-Feb.27 ¹
					TMHA #7035 4:00-8:30PM Nov.6-Dec.18 Jan.8-Feb.26	
						Rob Charette P#7014 7:30-8:30 PM Nov.7-Dec.19 Jan.2-Feb.27
			10:30-11:30 PM	P.School Teachers P#7013 9:45-10:45 PM Nov.5-Dec.17 Jan.7-Feb.25	9:15-10:15pm	Paul Quesnel P#7015 8:45-9:45 PM Nov.7-Dec.19 Jan.2-Feb.27
PT - 4:30pm - 11:30pm FT - 1pm - 11pm		FT - 2pm - 12am	FT - 2pm - 12am	FT - 2pm - 12am	PT - 7am-3pm PT - 3-10pm	PT - 7am- 3pm PT - 3pm 11pm

TOTAL HOURS BOOKED PER WEK - 48.25

REVISED 10/7/04

MCINTYRE ARENA 2004-2005

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
High School 3:30-4:30PM	2:15-3:30 PM Pre-School & Sen.	High School- Boys 3:00-4:30PM	2:15-3:30 PM Pre-School & Sen.	Euro Narduzzi 4:45-5:45	SMHA 8:00-6:00 PM	SMHA/Major Games 8:00-3:30 PM
SMHA 4:45-7:45 PM	SMHA 4:45-8:00 PM	SMHA 4:45-9:15 PM	SMHA 4:45-6:45 PM	Grace Bible Chapel 6:00-7:00 PM		Public Skating 3:45-4:45 PM
Tim Midget H. L. 8:00-10:00 PM	Timmins Majors 8:15-9:45 PM		Tim. Ringette 7:00-8:00 PM	SMHA/Majors 7:15-10:15 PM	Open/Majors 7:15-10:45 PM	OPEN 5:00-6:00 PM
	George Quirion Jr. 10:00-11:00 PM	Molson Men's League 9:30-11:30 Pm	Timmins Majors 8:15-9:45 PM			Speed Skating 6:15-7:15 Pm
			MNR Hockey 10:00-11:00 PM	10:30-11:30 PM		Schumacher Cubs 7:30-8:30 PM
						Molson Mens League 8:45-10:45pm

FT- 8am - 8pm
PT - 8pm - 12am

FT- 8am - 8pm
PT - 8pm - 12am

FT- Noon - 12am

FT- Noon - 12am

FT- 8am - 8pm
PT- 8pm - 12am

FT- 7am - 5pm
PT- 4pm - 12am

FT -7am - 5pm
PT- 4pm - 12am

A) "Early Bird" Non Prime-Time Ice - 6:00 - 7:00am - \$40.00/hr

B) "Early Bird" Non Prime-Time Ice - 7:15 - 8:15am - \$40.00/hr

TOTAL HRS HOOKED PER WEEK - 50.75

MOUNTJOY ARENA - 2004-2005 (Opens Oct.1/04)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
		PRE-SCHOOL & ADULT 2:15-3:30 PM P#7062 Nov.3-Dec.22 Jan.5-Mar.23	PRE-SCHOOL & ADULT 2:15-3:30 PM P#7062 Nov.4-Dec.22 Jan.6-Mar.23		TMHA #7030 8:00-8:45PM Oct.9-Dec.18 Jan.8-Feb.26	8:00-6:00 PM Oct.10-Dec.19 Jan.2-Mar.27
T.M.H.A. Powerskating P#7024 4:00-5:00 PM Oct.4-Dec.27 Jan.3-Mar.21	T.M.H.A. Powerskating P#7024 4:00-5:00 PM Oct.5-Dec.28 Jan.4-Mar.22	T.M.H.A. Powerskating P#7024 4:00-5:00 PM Oct.6-Dec.29 Jan.5-Mar.23	TMHA #7030 5:15-6:15 PM Oct.7-Dec.16 Jan.6-Mar.24	T.M.H.A. #7030 5:00-6:00PM Oct.8-Dec.17 Jan.7-Mar.25		Public Skating #7067 6:15-7:15 PM Nov.7-Dec.19 Jan.9-Mar.27
T.M.H.A. #7030 5:15-6:15 PM Oct.4-Dec.13 Jan.3-Mar.21	T.M.H.A. #7030 5:15-9:45 PM Oct.5-Dec.14 Jan.4-Mar.22	T.M.H.A. #7030 5:15-9:45 PM Oct.6-Dec.15 Jan.5-Mar.23	Public Skating #7067 6:30-7:30 PM Nov.4-Dec.16 Jan.6-Mar.24	Public Skating #7067 6:15-7:15 PM Nov.5-Dec.17 Jan.7-Mar.25		RANDY BRAZEAU P#7019 7:30-8:30 PM Oct.3-Dec.19 Jan.2-Mar.27
Special Olympics P#7016 6:30-7:30pm Oct.4-Dec.20 Jan.3-Mar.21			T.M.H.A. #7030 7:45-10:45 PM Oct.7-Dec.16 Jan.6-Mar.24	T.M.H.A. #7030 7:30-10:30 PM Oct.8-Dec.17 Jan.7-Mar.25		TEMBEC P#7036 8:45-9:45 PM Oct.3-Dec.19 Jan.2-Mar.27
T.M.H.A. #7030 7:45-10:45 PM Oct.4-Dec.13 Jan.3-Mar.21	Abitibi Geological P#7017 10:00-11:00 Oct.5-Dec.28 Jan.4-Mar.22	45+ Oldtimers P#7018 10:00-12:00 Nov 3 - Dec 22 Jan 5 - Marc 23			9:15-10:15PM	10:00-11:00PM
PT - 3:30pm - 12am	FT - 12pm - 10am PT - 9:30pm - 12am	FT - 2pm - 12am	FT - 2pm - 12am	FT - 2pm - 12am	T - 7am-3pm PT - 3pm - 10pm	PT - 7am - 3pm PT - 3pm - 11pm

C) "Early Bird" Non Prime-Time Ice - 6:00 - 7:00am - \$40.00/hr

B) "Early Bird" Non Prime-Time Ice - 7:15 - 8:15am - \$40.00/hr

TOTAL HOURS BOOKED PER WEEK - 49.75

A.D. SPORTSPLEX ARENA 2004-2005 (Opens Sept.21/04)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
	T.H.V.S. BOYS 7:30-8:30AM	T.H.V.S. GIRLS 7:30-8:30AM			TMHA #7031 8:00-3:00PM Oct.2-Dec.18 Jan.8-Mar.26	TPFSC #7042 8:00-1:00pm Oct.3-Dec.19 Jan.9-Mar.27
PRE-SCHOOL & ADULT #7064 2:15-3:30 PM Nov.1-Dec.20 Jan.3-Mar.21		PRE-SCHOOL & ADULT	PRE-SCHOOL & ADULT 2:15-3:30 PM P#7064 Nov.4-Dec.22 Jan.6-Mar.23			
TPFSC #7042 3:45-6:15 PM Oct.4-Dec.17 Jan.3-Mar.28				High School - Boys 5:00-4:30PM	TPFSC #7042 3:15-7:45PM Oct.2-Dec.1E Jan.8-Mar.26	TMHA #7031 1:15-6:15 PM Oct.?-Dec.19 Jan.9-Mar.27
	TMHA #7031 6:15-7:15 PM Oct.5-Dec.14 Jan.4-Mar.22	TPFSC #7042 4:00-5:45 PM Oct.6-Dec.15 Jan.5-Mar.30	TPFSC #7042 3:45-7:15 PM Oct.7-Dec.16 Jan.6-Mar.31	Therault Teachers P#7020 6:00-7:00PM Sep.24-Dec.17 Jan.7-Mar.25	Public Skating #7070 8:00-9:00PM Nov.6-Dec.18 Jan.8-Mar.26	Tim. Ringette #7043 6:30-8:30 PM Oct.17-Dec.19 Jan.9-Mar.27
Tim Ringette #7043 6:30-9:30 PM Oct.4-Dec.20 Jan.3-Mar.28	Jan.4-Mar.29	Jan.5-Mar.30	Technosub Rangers #7044 7:30-9:00 IM Oct.14-Dec.23 Jan.6-Mar.31	Public Skating #7070 7:15-8:15PM Nov.5-Dec.17 Jan.7-Mar.25		45+ Oldtimers #7159 8:45 - 10:45pm Nov 7 - Dec 19 Jan 9 - Mar 27
	Tuesday Knights P#7025	TIM MIDGET Lg. #7045		TMHA #7031 8:30-9:30PM Oct.1-Dec.17 Jan.7-mar.25	9:00-10:00PM	
Mike I-arose # 7139 9:45-10:45PM Oct 4 - Dec 20 Jan 10 - Mar 21	10:30-11:30 PM Sep.21-Dec.28	10:15-11:15 PM Oct. 20 - Dec 22	Tim.35+ Oldtimers P#7026 9:15-11:15PM Sep.23-Dec.30 Jan.6-Mar.24	9:45-10:45PM	10:15-11:15 PM	
FT- Noon - 12am	FT- Noon - 12am PT - 9am - 9am	FT- Noon - 12am PT - 7am - 9am		PT- 8pm - 11pm	PT- 4pm - 10pm	PT- 4pm - 12am

D) "Early Bird" Non Prime-Time Ice - 6:00 - 7:00am - \$40.00/hr

E) "Early Bird" Prime-Time Ice - 7:15 - 8:15am - \$40.00/hr

TOTAL HOURS BOOKED PER WEEK - 57.75

WHITNEY ARENA 2004-2005 (Opens Oct.12/04)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
		PRE-SCHOOL& ADULT 2:15-3:30 PM P#7065 Nov.3-Dec.22 Jan.5-Mar.23	PRE-SCHOOL& ADULT 2:15-3:30 PM P#7065 Nov.4-Dec.22 Jan.6-Mar.23		8:00 – 12:00am	
PMHA #7058 5:00-10:00 PM Oct.18-Dec.20 Jan.3-Mar.21	TIM RINGETTE #7061 6:00-9:00 PM Oct.12-Dec.21 Jan.4-Mar.22	PMHA #7058 5:00-6:00 PM Oct.20-Dec.22 Jan.5-Mar.23	PMHA #7058 5:00-7:00 PM Oct.21-Dec.16 Jan.6-Mar.24	4:45-5:45pm		
		Public Skating#7071 6:15-7:15 PM Nov.?-Dec.15 Jan.5-Mar.23		TIM RINGETTE #7061 6:00-9:00 PM Oct.15-Dec.17 Jan.7-Mar.25		
		RINGETTE #7061 7:30-9:30 PM Oct.13-Dec.22 Jan.5-Mar.23	RINGETTE #7061 7:15-8:15pm Oct.14-Dec.16 Jan.6-Mar.24		RINGETTE #7061 12:15-4:45 PM Oct.16-Dec.18 Jan.8-Mar.26	
					5:00 – 6:00pm OPEN	
			Schumacher Cubs #7045 8:30-9:30pm Oct.14-Dec.23 Jan.06-Mar.24		Public Skating #7071 6:15-7:15pm Nov.6-Dec.1F Jan.8-Mar.26	Shelly McGee 6:00-7:00pm
	DAN CHARB. P#7023 9:15-10:15pm Oct.12-Dec.28 Jan.4-Mar.5		Porc. Oldtimers #7158 9:45 – 11:45pm Oct.13 – Dec 16 Jan. 6 – Mar. 24		Tim. Ice Cats P#7022 7:30-8:30 PM Oct.16-Dec.18 Jan.8-Mar.26	Tony Barbuto 9:15-10:15 PM Oct.15-Dec.17 Jan.9-Mar.25
				10:30-11:30	S.P. Pentecostal #7072 8:45-9:45pm Oct.16-Dec.18 Jan.8-Mar.26	Porcupine Oldtimers 8:30-10:30pm- Oct.17-Dec.19 Jan.9-Mar.27

PT – 4:30pm – 11pm

FT – 2pm – 12am

FT – 2pm – 12am

FT – 2pm – 12am

FT – 2pm – 12am

PT – 11am – 11pm

PT – 5:30am – 11:30pm

F) "Early Bird" Non Prime-Time Ice – 6:00 – 7:00am - \$40.00/hr

B) "Early Bird" Non Prime-Time Ice – 7:15 – 8:15am - \$40.00/hr

TOTAL HOURS BOOKED PER WEEK – 27.5

Excluding all day Sundays – Bldg closed

REVISED 10/7/04

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 210 CUPE

AND

THE CORPORATION OF THE CITY OF TIMMINS

WHEREAS the City has agreed to allow an additional accumulation of 40 hours of banked overtime over the maximum 40 hours of banked overtime as indicated in Clause 17.23 of the Collective Agreement totaling a maximum of 80 hours as per the following:

NOW THEREFORE the parties agree to the following:

1. The number of personnel that can be off at the same time has been reduced as follows:

	<u>Timmins</u>	<u>Tisdale</u>
Roads	9	4
* Mechanics	4	0
Water/Sewer	3 Max – Combined No more than 2 in one area.	2
Sanitation	2	0.

* Mechanics and Service Man maximum for Timmins and South Porcupine.

2. When taking banked time off, this banked time off cannot create overtime.
3. Banked time cannot be taken until the vacation schedule is approved. The Employer will have the vacation schedule approved by March 31st in each year.
4. If the banked time has not all been used up by December 1st in each year, then the banked time would be paid out.

DATED at Timmins, Ontario this 5th

day of October, 2004.

LOCAL 210 CUPE

THE CORPORATION OF THE
CITY OF TIMMINS

~~Peter [unclear]~~

~~[unclear]~~

~~Nick [unclear]~~

~~And [unclear]~~

~~[unclear]~~

~~[unclear]~~

~~[unclear]~~

~~[unclear]~~

Daniel Boissonneault

~~[unclear]~~

J. [unclear]

Denise Carriere

[unclear]

[unclear]

[unclear]

[unclear]

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LETTER OF UNDERSTANDING

BETWEEN

LOCAL 210 CUPE

AND

THE CORPORATION OF THE CITY OF TIMMINS

The Union and the City **have** agreed to the following:

1. Employees at the Water Treatment Plant will not be required to use their personal vehicles unless there is an emergency.
2. Where employees are required to work shift work, all employees shall be scheduled for shift work.
3. In accordance with the applicable conditions, the method of payment of statutory holidays as indicated in the Letter of Understanding regarding the Water Treatment Plant will apply to all members of Local **210** CUPE.
4. With respect to the payment of shift differential for arena attendants, shift differential will be paid as per the past practice during the **2003/2004** arena season.
5. The Employer will pay the cost of licensing and testing required for all employees to carry out their current duties as required by legislation.
6. This Letter of Understanding shall remain in effect for the duration of the Collective Agreement.

DATED at Timmins, Ontario this 5th day of October, **2004**.

LOCAL 210 CUPE

THE CORPORATION OF THE
CITY OF TIMMINS

Daniel Boissonneault
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