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No. OF EMPLOYEES	96		
NO. OF EMPLOYEES	17		

1992 - 1994

C O L L E C T I V E A G R E E M E N T

BETWEEN

THE REGIONAL MUNICIPALITY OF SUDBURY
(Pioneer Manor Home for the Aged,
Day Care Centres and Civic Square)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #148 - FULL-TIME EMPLOYEES

1992 - 1994 COLLECTIVE AGREEMENT
 THE REGIONAL MUNICIPALITY OF SUDBURY
 (Plouffe Manor Home for the Aged,
 Bay Care Centres and Civic Square)
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES,
 LOCAL #148, C.I.C.
 (FULL-TIME EMPLOYEES)

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THIS AGREEMENT made and entered into this 1st day of MAY 1992

BETWEEN:

THE REGIONAL MUNICIPALITY OF SUDBURY
(Pioneer Manor Home for the Aged,
Day Nursery Centres and Civic Square)

(Hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES ,
LOCAL #148, C.L.C. (FULL-TIME)

(Hereinafter referred to as the 'Union')

OF THE SECOND PART

ARTICLE # 1 - PURPOSE

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

ARTICLE # 2 - SCOPE

2:01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all of its Employees save and except Professional Medical Staff, Charge Nurses, Assistant Department Heads, Teachers, and Day Care Aides, Registered and Graduate Nurses, Office Staff, Students hired during the school vacation periods and persons/employees included and excluded under a subsisting Collective Agreement between The Regional Municipality of Sudbury and the various Locals of the Canadian Union of Public Employees.

ARTICLE # 3 - EMPLOYER RIGHTS

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

3:02 The Employer also has the right to make and alter from time to time rules and regulations to be observed by Employees. When rules or regulations are instituted or altered, the Employer shall give prior notice to the Union and inform Employees by posting on bulletin boards. It is understood that rules and regulations shall not be contrary to this Agreement.

3:03 The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Agreement, and subject to the right of the Employee or the Union to lodge a Grievance as set forth herein.

ARTICLE 4 - NO DISCRIMINATION

4:01 There shall be no discrimination practiced by either the Employer or the Union against any Employee because of his/her age (as defined in The Human Rights Code), religion, race; creed, colour, place of origin, place of residence, sex, marital status, political affiliation, participation or non-participation, membership or non-membership in the Union. There also will be no coercion practiced by the Employer or the Union.

4:02 Neither the Employer nor the Union condone the practice of sexual harassment and any such claim shall be referred jointly by the two (2) Parties to The Ontario Human Rights Commission.

ARTICLE # 5 - EMPLOYEE'S RESPONSIBILITY

5:01 It is recognized that the Employer is responsible for the safety, health, comfort and general welfare of the Residents of the Home, and the children in the Day Nursery Centres, therefore, the Employees recognize they must be prepared at all times, wherever possible to assist in carrying out the services provided by the Employer.

5:02 This responsibility is the responsibility of the Employer and requires that any dispute arising out of the Terms of this Agreement be adjusted and settled in an orderly manner without interruption of the said services. Therefore, the Employees agree that if any difference with the Employer occurs during the time period of this Agreement, the same will be dealt with under the Grievance Procedure hereinafter set forth.

ARTICLE # 6 - UNION RESPONSIBILITY

6:01 The Union agrees that there will be no Union activity, solicitation for membership on the Employer's time, and no meetings on the premises except with the Employer's prior permission.

ARTICLE # 7 - RELATIONSHIP

7:01 The Union agrees that any Employees to whom this Contract applies may exercise or may refrain from exercising his/her right to become a member of the Union or ceasing to be a member of the Union.

ARTICLE # 8 - UNION SECURITY

8:01 It is agreed and understood by the Parties hereto, that there shall be a compulsory check-off upon all Employees who come within the Scope of this Agreement, on the first pay period that Union Dues are deducted, and shall continue during the period of this Agreement.

ARTICLE # 8 - UNION SECURITY (CONT'D)

2(1) The Employer agrees to deduct dues from the earnings of each eligible Employee in the amount certified by the Union, according to its Constitution and By-Laws.

8:02(2) Every Part-time Employee who relieves a Full-time Employee on a full-time basis in excess of twenty-four (24) hours per week, and continues to work thirty (30) days of continuous employment as such, shall pay union dues in accordance with Articles #8:01 and #8:02(1) hereof.

8:03 The Employer agrees to deduct the amount of dues each month from the first payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union, no later than the last day of the month in which the dues are deducted.

8:04 The Treasurer of the Employer when remitting the dues as deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, also showing any additions or deletions in staff. This statement will also indicate the status of each Employee showing whether the Employee is permanent, probationary, temporary, on leave of absence, part-time or terminated.

8:05 A copy of the Minutes of Regional Council Meetings shall be mailed to the Secretary of the Union as soon as they become available.

8:06 Employees outside the Scope of this Agreement shall not perform the regular duties of the Employees within the Scope of this Agreement except for the purposes of instruction, experimentation, or during an emergency. Notwithstanding the above, Non-Union Staff will not be prevented in assisting their staff in their normal duties.

ARTICLE # 9 - NEGOTIATING COMMITTEE

9:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiations Committee of not more than three (3) Employees, who shall be Employees of the Employer, and will recognize and deal with the said Committee with respect to negotiations for a new Collective Agreement.

ARTICLE #10 - STEWARDS

10:01 The Employer acknowledges the right of the Union to appoint or otherwise select up to seven (7) Stewards representing all Departments, who shall be Employees of the Employer. Department to mean: Nursing, Housekeeping, Dietary, Maintenance, and Activity.

ARTICLE #11 - GRIEVANCE COMMITTEE

11:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee who shall be Employees of the Employer, of not more than three (3) members from among the Stewards. The Union agrees to notify the Employer annually, in writing, the names of the Stewards appointed under Article #10:01 and Grievance Committee Members under this Article or upon any change.

ARTICLE #12 - COMMITTEES AND STEWARDS

12:01 Union Stewards or members of Union Committees shall not absent themselves from their place of duty for Union business unless prior permission is granted by their Supervisor.

12:02 In order to deal with Union Grievances up to and including Stage Three of the Grievance Procedure, such persons shall not be unreasonably refused permission to absent themselves, taking into consideration the efficient operation of facilities and functions for the Employer.

12:03 It is understood that for such approved absences under Article #12:02, the Employer will not make any wage deductions from the affected Employees.

12:04 It is agreed and understood that, excepting negotiations meetings, a meeting called and agreed upon by the Employer and the Union which requires attendance of the Union Employees during their hours of employ, there will be no loss of wages while attending such joint meetings.

ARTICLE #13 - GRIEVANCE PROCEDURE

1. 1) Within the Terms of this Agreement, a Grievance shall be defined as a difference arising between an Employee, a Group of Employees, the Union or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

13:01(2) All Grievances shall be in writing, signed by the aggrieved Employee(s) and state the specific redress sought. General Grievances must be signed by an Executive Member of the Local.

Grievances shall be dealt with in the following manner provided no more than fifteen (15) calendar days have elapsed since the occurrence of the alleged Grievance.

13:01(3) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee from Local #148 who shall be Employees of the Employer.

13:01(4) The Employer agrees that the Union shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees in all Steps of the Grievance Procedure.

13:01(5) It is agreed and understood by both Parties hereto that there shall be no extension to the time limits as outlined in the Grievance Procedure, unless by mutual consent.

13:01(6) Grievances concerning lay-offs and recall shall be initiated at Stage Two of the Grievance Procedure.

STAGE ONE

The Employee, accompanied by a Steward, shall first take the written Grievance to his/her Immediate Supervisor. In the case of a Group Grievance, one (1) of the aggrieved Employees, accompanied by a Steward, shall first take the written Grievance to his/her Immediate Supervisor. A meeting between the Parties shall then be arranged within five (5) calendar days of receipt of the notification, not counting the day of service. Failing settlement of the Grievance within five (5) calendar days of the meeting at this Stage, then Stage Two may be Invoked. It is to be understood that any decision reached at Stage One of the Grievance Procedure is without precedent or prejudice.

ARTICLE #13 - GRIEVANCE PROCEDURE (CONT'D)

STAGE TWO

Provided that not more than seven (7) calendar days have elapsed since the receipt of the reply at Stage One, then a member of the Grievance Committee may present the matter to the Regional Director, Home for the Aged. A meeting between the Grievance Committee and the Regional Director, Home for the Aged, shall be arranged within five (5) calendar days not including the day of service. Failing settlement at this Stage within five (5) calendar days, then Stage Three may be invoked.

STAGE THREE

Provided that no more than seven (7) calendar days have elapsed since the receipt of the reply at Stage Two, then the Grievance Committee and the National Representative may take the matter up with the Regional Chief Administrative Officer and the Personnel Director, within fifteen (15) calendar days not including the day of service. Failing settlement at this Stage within five (5) calendar days, then the matter may be referred to Arbitration in accordance with Section 44(2) or Section 45 of The Ontario Labour Relations Act provided no more than twenty (20) calendar days have elapsed since the decision of the Chief Administrative Officer.

13:02(a) General Grievances

Any differences arising between the Union and the Employer from interpretation, application, administration or the alleged violation of the provisions of this Agreement instead of following the Procedure hereinbefore set out, may be submitted in writing, by either Party to the other at Stage Three of the Grievance Procedure, provided that no more than sixty (60) calendar days have elapsed since the occurrence of the alleged General Grievance.

13:02(b) Group Grievances

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

ARTICLE XI/3 - GRIEVANCE PROCEDURE (CONT'D)

13:03 **Discharge, Discipline or Suspension Cases**

If an Employee is discharged, disciplined or suspended and if he believes he/she has been unjustifiably discharged, disciplined or suspended, he/she shall have his/her Grievance processed under the Grievance Procedure starting at Stage Two if presented in writing within Seven (7) calendar days after the date of discharge, discipline or suspension. If the Grievance shall be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at his/her regular basic rate, less amounts earned during time lost, for the hours per week or any other arrangements which are just and equitable in the opinion of the conferring parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13:04 Any Employee who receives written disciplinary notice shall be so notified within twenty (20) calendar days of the occurrence. A copy of the said notice shall be forwarded to the Secretary of the Union.

13:05 Should an Employee's personnel record remain clear of any recorded disciplinary notices for a period of twelve (12) consecutive months from the date of the last recorded discipline, then only the formally recorded disciplinary notices for absenteeism, lateness, or failure to provide an acceptable standard of work shall be eliminated from the Employee's personnel record. The Employer will advise the Employee in writing of the elimination of the disciplinary notices for absenteeism, lateness, or failure to provide an acceptable standard of work, with a copy to the Union.

13:06 Whenever the Employer deems it necessary to censure or discipline an Employee for just cause, the Employee will be so advised in advance. The Employee may request the presence of a Union Steward. A copy of the written confirmation of the censure or discipline shall be forwarded to the Secretary of the Union.

ARTICLE #13 - GRIEVANCE PROCEDURE (CONT'D)

13:07(a) An Employee may, from time to time, submit to the Director of Personnel, for inclusion in his/her personnel file, additional qualifications which have been acquired.

13:07(b) The Employee, upon written request to the Director of Personnel, may view the following documents from his/her personnel file at a time mutually convenient:

- (1) Application Form
- (2) Disciplinary Record
- (3) Performance Evaluations
- (4) Medical Record

ARTICLE #14 - ARBITRATION

14:01 Any Grievance not settled at Stage Three may, before twenty (20) calendar days have elapsed since the written decision of the Chief Administrative Officer, proceed to Arbitration in accordance with Section 44(2) or Section 45 of The Ontario Labour Relations Act.

14:02 Each of the Parties hereto shall bear the expense of the Arbitrator appointed by it, and the Parties hereto shall jointly bear equally the expense of the Third Party, and any cost of the place of hearing of such Arbitration, if and when the necessity arises.

14:03 An Arbitration Board/Sole Arbitrator shall not have the authority to make any decisions inconsistent with the Collective Agreement, nor to alter, modify, add to or amend my part of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement deemed just and equitable.

ARTICLE #15 - NO STRIKES OR LOCKOUTS

15:01 In view of the orderly procedure established herein for the disposition of Employees' Complaints and Grievances, the Employer agrees that it will not cause or direct any lockouts of its Employees for the duration of this Agreement.

ARTICLE #16 - SENIORITY

When all other qualifications necessary to fill the requirements of the job are relatively equal, seniority is the principle of granting preference to Employees for promotions, transfers, demotions, lay-offs, and recall after lay-offs, in accordance with the length of unbroken service with the Employer. Seniority means the relative ranking of the Employees with the Employer as determined by their respective lengths of unbroken service with the Employer. Seniority shall accrue to an Employee upon the successful completion of the probationary period and seniority shall be retroactive to the date of commencement of employment as a Probationary Employee.

16:02 Loss of Seniority and Termination of Employment

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

- (1) Voluntary resignation
- (2) Discharge for just cause
- (3) Failing to report for work within Seven (7) days after receipt of a Notice by Certified Mail to return to work after a lay-off
- (4) **Those Employees with up to and including five (5) years of employment are to receive twelve (12) months' recall rights; and those Employees with greater than five (5) years of employment are to receive twenty-four (24) months' recall rights.**
- (5) Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE #16 - SENIORITY (CONT'D)

16:03 When a Full-time Employee is hired from the Part-time Bargain' Unit, the Employee's accrued seniority will be credited and a seniority date established within this Agreement under the following terms:

Seniority Date will be established by dividing the accrued part-time seniority hours by 7.5 thereby establishing a number of working days.

When the number of working days have been established then commencing from the date of probation in reverse order, the Seniority Date is then determined. Two Hundred Sixty-one (261) working days equates to Three Hundred Sixty-five (365) calendar days.

Seniority established under this Clause cannot be used for any Pension Plan (OMERS) benefits, annual vacation accruals or entitlements, sick leave credit accruals or sick leave severance pay.

Employees shall be able to utilize this seniority transfer provision only once during their employment with the Employer.

ARTICLE #17 - PROBATIONARY PERIOD

17:01 An Employee designated as a Probationary Employee shall serve up to a maximum of three (3) months' probation. If the Employee is continued to be employed beyond the three (3) month probationary period, the Employee becomes a Permanent Employee with seniority retroactive to the first day of appointment as a Probationary Employee. The employment of such Employee may be terminated at any time during the Probationary Period, without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article #4, as the basis for termination.

17:02 When an Employee is hired as a Full-time Employee, and the said Employee was a Part-time Employee, that during the Probationary Period under Article #17:01 should the Employee prove unsatisfactory or find him/herself unable to perform the duties of the position, the Employee shall revert to higher classification and grade held immediately prior to being hired as a probationary Full-time Employee.

Employees shall only be able to utilize the provisions of this Clause once during their employment with the Employer.

ARTICLE #18 - LEAVE OF ABSENCE

01(1) Employees elected or appointed as **salary representatives** of a Union shall be granted leave of absence without pay and without loss of seniority while **so** engaged. provided written request is made by the Union. A leave of absence under this Section shall not exceed one (1) year unless an extension is granted by mutual **agreement** between both Parties which will not be unreasonably refused.

18:01(2) Any request for Leave of Absence for up **to** five (5) working days must be submitted in writing by the Employees to their Supervisor **at least** twenty (20) working days in advance of such leave, and the Supervisor will respond in writing within five (5) working days of **receiving** such request. Emergency **requests** for personal leave of absence less than twenty (20) working days in advance of such leave shall be considered on their individual merits on a **case by case** basis.

18:02(1) Subject to the approval of the Employer, representatives of the Employees shall be **granted** necessary leave of absence with pay during working hours for **the** purpose of **meeting** with the Supervisory Personnel for the purpose of investigation, consideration and adjustment of Grievances, or any **other** business pertaining to this Collective Agreement.

18:02(2) The Union hereby **acknowledges** and **agrees** that when the Employer **grants** representatives of the Employees leaves of absence during working hours for the purpose of negotiating a new Collective Agreement, that such leaves are not leaves of absence within the meaning of Article **#18:02(1)** and thus do **not require** the Employer to pay such representatives for the working hours concerned.

18:03 **Direct Pay** ¹

18:03(1) The Employer **agrees** to keep salaries and **benefits** whole for those Permanent Employees who **request** and are **granted** unpaid leaves of absence for Local Union Business, provided that the Union promptly reimburses the Employer upon receipt of billing from the Employer, for all regular wages paid **to** these aforementioned Employees for the first fourteen (14) consecutive days of absence, and for all **regular** wages paid, **the** Employer's contributions to C.P.P. and O.M.E.R.S., and all benefit premium **costs** paid by the Employer for the said leaves of absence in excess of **two (2)** weeks.

ARTICLE #18 - LEAVE OF ABSENCE (CONT'D)

18:03 Direct Pay (Cont'd)

18:03(2) With the exception of Conventions, Permanent Employees who rest and are granted Unpaid Leaves of Absence for Union Business other than Regional C.U.P.E., Local #148 Agreement, the Union shall upon receipt of billing from the Employer, remit all regular wages and Employer O.M.E.R.S. contributions paid to or on behalf of these Employees to the Employer. Should the aforementioned Leave of Absence be in excess of fourteen (14) consecutive days, provisions of Article #18:03(1) shall apply.

18:04(a) Employees, at the discretion of the Employer, shall be granted not to exceed one (1) month's leave of absence, without pay, permission to be obtained in writing, which will not be unreasonably refused, and unless Employees so furloughed report for duty on or before expiration of such furlough, their names shall be taken from the Seniority Roster, and if they return to work thereafter, such Employees shall rank as new Employees. provided, however, such furlough may be extended by mutual consent by the Employer and the Union. Leaves of Absence under this rule shall not be granted for the purpose of engaging in work outside the services of the Employer, except in cases of sickness or other exceptional circumstances.

Any Employee now serving or who hereafter is conscripted to serve in the Armed Forces, shall during his/her absence, while on military service, be granted leave of absence without loss of seniority.

18:04(b) Full-time Employees may apply for a leave of absence not to exceed six (6) months. Permission for such leave is to be obtained in writing and utilized for the purposes of upgrading or acquiring new skills in job-related matters. Permission for such leave shall not be unreasonably denied. During the leave, the Employee will receive no wages or benefits; however, entitlement for vacations shall be pro-rated. Further, seniority shall accumulate during the time that the Employee is on such an authorized leave of absence.

18:05 The name of an Employee on a Personal Leave of Absence in excess of one (1) month, shall be continued on the Seniority List, but shall not accumulate seniority while on such leave of absence.

ARTICLE #18 - LEAVE OF ABSENCE (CONT'D)

Maternity Leave

18:06(1) Every Employee who becomes pregnant, shall in writing, notify her Department Head of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy, certified by a **qualified** Medical Practitioner.

18:06(2) After the completion of thirteen (13) weeks of employment, and upon written request, leave of absence without pay and without loss of seniority shall **be** granted for Pregnancy and **Parental** Leave per The Employment Standards Act. The Employee shall provide the Employer with at least two (2) weeks written notice of the Employee's intent to return to work from Pregnancy **and/or** Parental Leave. The Employer may request **an** Employee to commence Pregnancy Leave at such time **as** the duties of her position cannot reasonably be performed by a pregnant woman or non-performance of her work is materially affected by the pregnancy, **subject** only to a **qualified** medical opinion.

18:06(3) For Employees on Maternity Leave, the Employer will contribute the difference between the U.I.C. Weekly Benefit Rate and Seventy-five Percent (75%) of the Employee's regular earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of U.I.C. for Maternity Leave purposes and will be limited to the maximum fifteen (15) week period.

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

18:06(4) In accordance with Employment and Immigration conditions, Employees do not have a right to S.U.B. payments except for supplementation of U.I. Benefits during the unemployment period as specified in the Plan.

18:06(5) In accordance with Employment and Immigration conditions, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or Severance pay benefits are not reduced or increased by payments received under this Plan.

ARTICLE 18 - OF ABSENCE (CONT'D)

18.06(6) Adoption Leave

An Employee planning to adopt a child will notify the Employer and keep the Employer informed of the progress of his/her application. Providing that the Employee has one (1) or more years of service with the Employer, he/she will be granted Leave without pay of up to six (6) months, beginning at the time at or near receipt of the child. On return from this leave, the Employee shall be placed in his/her permanent classification and grade immediately prior to the said Leave. It is to be understood that there shall be no accrual of seniority while an Employee is on Adoption Leave.

Parental Supplementary Unemployment Insurance Benefits (S.U.B.) Plan

Employees on Parental Leave for Adoption Purposes shall accrue seniority and annual vacations for the first twelve (12) weeks of Leave. Effective the first of the month following ratification of the Collective Agreement by the Parties, the Employer will contribute the difference between the U.I.C. Benefit Rate and Seventy-five Percent (75%) of the Employee's regular earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of U.I.C. for Parental Leave purposes and will be limited to the maximum ten (10) week period.

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

In accordance with Employment and Immigration conditions, Employees do not have a right to S.U.B. payments except for supplementation of U.I. Benefits during the unemployment period as specified in the Plan.

In accordance with Employment and Immigration conditions, payments in respect of Guaranteed Annual Remuneration, or in respect of deferred remuneration or Severance Pay Benefits are not reduced or increased by payments received under this Plan.

ARTICLE #18 - LEAVES OF ABSENCE (CONT'D)

Parental Supplementary Unemployment Insurance Benefits
(S.U.B.) Plan (Cont'd)

The Employer will continue Benefits as outlined under Article #24 -
EMPLOYEE BENEFITS, Clause #24:01 for the aforementioned twelve (12) week
period.

It is to be understood by the Parties that the aforementioned
Subsidy, Vacation and Seniorly Accrual and Benefits continuance shall be limited to
one (1) parent/guardian.

18:06(7) Itv Leav

The Parties will abide by the Terms and Conditions of The Employment
Standards Act.

18:07 Bereavement Leave

18:07(1) In the case of the demise of a member of the Immediate Family,
Permanent and Probationary Employees shall be permitted a Leave of Absence with Pay for
three (3) consecutive working days. Immediate Family shall mean father, step-father,
mother, step-mother, wife, husband, bona tide common-law spouse, brother, sister, son,
stepson, daughter, step-daughter, mother-in-law, father-in-law, grandparents, or
grandchildren. Bereavement Leave of Absence with Pay for the demise of members of the
Immediate Family shall not be deducted from the Employee's accumulated Sick Leave
Credits.

18:07(2) In the case of the demise of a brother-in-law or a sister-in-law,
Permanent and Probationary Employees shall be permitted leave of absence for three (3)
consecutive working days.

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

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

ARTICLE #18 - LEAVE OF ABSENCE (CONT'D)

18:07 Bereavement Leave (Cont'd)

18:07(3) Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the funeral.

18:07(4) Permanent and Probationary Employees shall complete the Application for Bereavement Leave Form, Appendix "B" attached hereto, for consideration of payment for any Bereavement Leave by the Employer.

18:07(5) An Employee may elect to defer one (1) day of his/her Bereavement Leave to be used for attendance at the actual interment.

18:07(6) In the event that the death of a member of the Employee's family as defined in Articles #18:07(1) or #18:07(2) requires the Employee to travel more than Two Hundred (200) miles to attend at the funeral, an additional two (2) days without pay shall be allowed if requested in writing by the Employee prior to departure.

18:08 Where an Employee qualified for Bereavement Leave during his/her period of Vacation, there shall be no deduction from Vacation Credits for such occurrence. The period of vacation so displaced shall be rescheduled as mutually agreed between the Employee and his/her Supervisor.

18:09 Jury and Witness Leave

Employees subpoenaed to act as Jurors or Witnesses in Criminal or Civil Court or at a Coroner's Inquest shall be granted Leave of Absence without loss of seniority for such purpose. Employees subpoenaed to act as Witnesses under the Statutory Powers Procedure Act to appear before the College of Physicians and Surgeons or the College of Nurses, shall be granted Leave of Absence without loss of seniority for such purpose. The Employee shall be entitled to the Jury or Witness Duty Fee or his/her full salary for the period, whichever is the greater. An Employee to qualify for full salary must endorse his/her Jury or Witness Duty Fee to the Treasurer of the Employer. The Employee shall retain any travel expenses.

ARTICLE #18 - LEAVES OF ABSENCE (CONT'D)

18.09 Jury and Witness Duty Leave (Cont'd)

In the event that an Employee is subpoenaed to act as a Juror or Witness in Criminal Court, Civil Court, a Coroner's Inquest or as a Witness under the Statutory Powers Procedure Act to appear before the College of Physicians and Surgeons or the College of Nurses, and being on annual vacation, such time spent as a Juror or Witness shall be reinstated for further use by the Employee at a time mutually agreed upon between the Employer and his/her Immediate Supervisor.

ARTICLE #19 - JOB POSTING

19:01(1)(i) All vacant, newly created and limited positions within the coverage of this Agreement shall be posted for a minimum of seven (7) calendar days, during which time Permanent and Probationary Employees will have an opportunity to apply for such position before Temporary or Non-Employees are considered.

19:01(1)(ii) The above notice of job vacancy shall include:

- (a) the job classification
- (b) the reporting department
- (c) the initial shift
(day, afternoon, or nights) on which the vacancy exists on the date of posting
- (d) the hourly wage rate
- (e) the date of posting
- (f) grade

19:01(2) The posting period shall begin within Seven (7) calendar days of the date the vacancy occurs, or becomes known, and the notice will be posted after a selection period of seven (7) calendar days following the removal of the notice of posting for a seven (7) calendar day period, naming the successful applicant, if any.

ARTICLE #19 - JOB POSTING (CONT'D)

19:01(3)(i) A Limited Position shall mean a position which is for a limited duration, not exceeding seven (7) months or such longer period as may be mutually agreed upon between the Employer and the Union.

If the Employer is notified by an Employee that he/she will be absent for any reason in excess of thirty (30) calendar days but less than seven (7) months, his/her Position shall be filled in accordance with the Limited Job Posting Procedure as contained in Article #19 of this Collective Agreement.

Permanent Employees who are successful in a bid to a Limited Position shall not be considered for any other Limited Position in another Department, Classification or Shift until the Employee is within two (2) weeks of the originally estimated completion of the Limited Posting. Permanent Employees may request to return to their former classification and wage rate from a Limited Posting provided:

- (a) The Employee submits the request in writing to the Supervisor stating the reasons for the request;
- (b) The request is approved by the Supervisor, which shall not be arbitrarily denied;
- (c) The request is made within two (2) weeks preceding the originally estimated completion date of the Limited Posting.

Upon approval of the request, the Employer shall return the Employee to his/her former classification and wage rate in five (5) days. All other Employees affected by the return of the above-noted Employee shall also be returned to their former classifications and wage rates. The return of the above-noted Employee shall not create a vacancy for Job Posting purposes, and shall be filled by selection by the Employer per Article #19:01(3)(ii). An Employee who does not request to return to his/her former classification or his/her request is denied, shall remain in the Limited Position up to its completion or to the maximum of seven (7) months, whichever occurs first.

ARTICLE #19 - JOB POSTING (CONT'D)

19:01(1) Permanent Employees who are successful in a bid to a Limited Job Posting or return by his/her own request to his/her former classification per Article #19:03(3)(i) shall not create a vacancy for Job Posting purposes. Such vacancy created may be filled from the Part-time Unit per selection by the Employer within the Department by classification giving consideration to qualifications and seniority per the Part-time Collective Agreement.

Full-time Employees may request in writing to the Supervisor at the time of such a vacancy to be considered before members of the Part-time Unit.

All Employees back-filling shall be required to remain in the Position until it expires.

19:01(4) A Limited Job Posting shall indicate the estimated probable duration that will be required.

19:01(5) The Permanent Employees filling limited positions, shall on termination of such position, revert to the classification and grade held immediately preceding such period.

19:02 The rate of pay for additional positions established shall be in conformity with the rate of pay for positions of similar kind and class. When changes in the basic rates are proposed, the work of the job classification will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officers of the Employer and the Union, with the object of reaching agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

If the Parties cannot agree to the rate of pay, the matter may be referred to the Grievance Procedure, commencing at Stage Three, under the Terms of this Collective Agreement.

ARTICLE #19 - JOB POSTING (CONT'D)

19:03 Trial Period

19:03(1) The Successful Applicant shall be placed on trial for a maximum period of three (3) months. Conditional on satisfactory service, such Employee shall become permanent after the period of three (3) months. In the event that the Successful Applicant proves unsatisfactory in the Employer's opinion during this trial period or if the Employee finds him/herself unable to perform the duties of the new job, he/she shall be returned to his/her former classification without loss of seniority, wage or salary of that former position. Any other Employee promoted or transferred because of the re-arrangement of the positions, shall also be returned to his/her former position without loss of seniority and wage or salary.

19:03(2) In the event an Employee is promoted or transferred to a higher rated classification outside the Scope and proves unsatisfactory or the Employee finds him/herself unable to perform the duties of the new position during a three (3) month trial period, he/she shall return to his/her former permanent classification without the loss of seniority. His/her rate of pay shall then be adjusted to the current rate of pay for the classification into which he/she has now been placed.

19:04 The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy within seven (7) calendar days of the vacancy.

ARTICLE #20 - RELIEVING IN OTHER GRADES

20:01(1) When an Employee is detailed to relieve in a position of higher rating, he/she shall receive the rate for the position for which he/she is relieving for the full period of relief. The provisions of this Article shall not apply in the case of an Employee relieving a Department Head.

20:01(2) When an Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit, he/she shall receive no less than Ten Percent (10%) above his/her regular rate of pay for the full period of relief. Such Employee shall continue to pay Union Dues to the Union during the full period of relief.

ARTICLE #20 - RELIEVING IN OTHER GRADES (CONT'D)

When an Employee is detailed to relieve in a position of lower rating, he/she shall maintain his/her regular rate of pay while so assigned.

20:03 Notwithstanding any other Article, when an Employee is required to call in alternate staff, the Employee shall receive a maximum of Ten Percent (10%) of one (1) hour's pay at his/her regular rate for the performance of said duty.

ARTICLE #21 - BULLETIN BOARDS

21:01 The Employer shall provide space on designated bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees, provided such notices deal with Union affairs.

ARTICLE #22 - HEALTH AND SAFETY PROVISIONS

22:01 It is mutually agreed that both Parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health. The Employer will make all reasonable provisions for the safety and protection of the health of the Employees.

22:02 Safety provisions, safety training and accident prevention shall be under the general direction of the Safety and Training Officer of The Regional Municipality of Sudbury.

22:03 A Health and Safety Committee shall be established in order to improve safety standards, and be composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union, and chaired alternately between Union and Employer representatives.

22:04 The Health and Safety Committee shall hold bi-monthly meetings, or more often, if any emergency situation warrants it, and will deal with all unsafe, hazardous or dangerous working conditions. Representatives of the Union shall not lose pay for attendance at any such meetings during their regular working hours. Copies of minutes of all Committee Meetings shall be sent to the Employer and to the Union.

ARTICLE #22 - HEALTH AND SAFETY PROVISIONS (CONT'D)

22:05 No Employee shall be disciplined for acting in compliance with the applicable Acts and Safety Manual, or for seeking enforcement of the provisions of Acts and Safety Manual.

22:06 All Employees shall report unsafe acts or unsafe conditions to their Immediate Supervisor as per the duties of Workers under The Occupational Health and Safety Act. The Supervisor will investigate and take corrective action as required. The Safety Officer will report to the Health and Safety Committee at its next Meeting on the nature and disposition of the Report.

22:07 Employees working in any dangerous job will be provided with the necessary tools. The safety equipment and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

22:08 **Safety Footwear**

Effective July 1st, 1992, the Safety Footwear Allowance for Permanent Employees as determined by The Occupational Health and Safety Act, 1978 will be in the amount of Sixty-two Dollars Fifty Cents (\$62.50) per annum, and will be paid out as a "non-taxable allowance" in the first full pay period in MAY of each year.

Effective May 1st, 1993, the Safety Footwear Allowance shall increase to Sixty-five Dollars (\$65.00).

The wearing of Safety Footwear must also be in conformance with the Regional Safety Rules.

The Increases to the Safety Footwear Subsidy shall apply only to those Permanent and Probationary Employees in the employ of the Employer on the first of the month following ratification of the Collective Agreement by the Parties in 1992.

The same Subsidy Provisions will be paid to those Permanent Employees designated by the Employer to wear Safety Footwear.

ARTICLE #23 - SICK LEAVE

23:01 All Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-Laws 73-30, 73-110, 75-47 and 77-120, and amendments thereto of The Regional Municipality of Sudbury.

23:02 It is agreed and understood that the Sick Leave By-Law of the Employer will not be amended during the life of this Agreement as to adversely affect the Employees covered by this Agreement.

23:03 Employees may be allowed to use accumulated Sick Leave Credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. Upon request, Employees will be required to provide proof of attendance for the preventative medical and dental care concerned.

ARTICLE #24 - EMPLOYEE BENEFITS

24:01(1) For Permanent Employees, the Employer agrees to contribute One Hundred Percent (100%) of the total Employee premium cost for the following Plans:

- a) Ontario Health Insurance Plan
- b) Blue Cross Semi-Private Hospitalization
- c) **Blue Cross Comprehensive Extended Health Care**

Effective July 1st, 1992,
Two Hundred Thirty Dollar (\$230.)
Eye Class Subsidy;

Effective May 1st, 1993,
Two Hundred Forty Dollar (\$240.)
Eye Glass Subsidy;

Hearing Aid Subsidy to be
Three Hundred Dollars (\$300.00),
every five (5) years.

- d) **Group Life Insurance Plan**

(One and one-half (1 1/2) times
basic Annual Earnings)

- e) **Blue Cross Dental Plan No. 9**

Effective July 1st, 1992,
1992 O.D.A. Fee Schedule:

Effective May 1st, 1993,
1993 O.D.A. Fee Schedule

ARTICLE #24 - EMPLOYEE BENEFITS (CONT'D)

24:01(2) For Probationary Employees, the Employer agrees to contribute
Hundred Percent (100%) of the total Employee premium cost for the following Plans:

- a) Ontario Health Insurance Plan
- b) Blue Cross Semi-Private Hospitalization,
- c) Blue Cross Comprehensive Extended Health Care

Effective July 1st, 1992,
Two Hundred Thirty Dollar (\$230.)
Eye Glass Subsidy;

Effective May 1st, 1993,
Two Hundred Forty Dollar (\$240.)
Eye Glass Subsidy;

Hearing Aid Subsidy to be
Three Hundred Dollars (\$300.00),
every five (5) years.

- d) Blue Cross Dental Plan No. 9

Effective July 1st, 1992,
1992 O.D.A. Fee Schedule;

Effective May 1st, 1993,
1993 O.D.A. Fee Schedule

[24:01(3)(i)] Coverage for Dependents will be up to twenty-five (25) years of age,
provided the Dependent is in full-time attendance at a post-secondary institution;
i.e. Community College or University.

24:01(3)(ii) As a condition of employment, the Employer shall describe and make
available the benefits, as described in Articles #24:01(i) and #24:01(2) to all Permanent and
Probationary Employees. The Employees shall have the option of deciding whether or not to
participate in the aforementioned benefit plans.

ARTICLE #24 - EMPLOYEE BENEFITS (CONT'D)

24:01(4) **Early Retired and Disabled Employee Benefit Plan**

24:01(4)(a) For Employees who retire early or become disabled after January 1st, 1988, the Employer agrees to contribute **One** Hundred Percent (100%) of the billed premium costs for the following:

- (i) O.H.I.P.
- (ii) Blue Cross Comprehensive Extended Health Care (\$25./\$50, deductible)
- (lii) Blue Cross Vision Care Seventy Dollar (\$70.00) Subsidy over two **(2)** years
- (iv) Group Life Insurance **Plan,** valued at Ten Thousand Dollars **(\$10,000.)** and reducing to Three Thousand Dollars (\$3,000.) Employee paid at age sixty-five **(65).**

24:01(4)(b) **Further** to the above, a Retired/Disabled Employee shall have the option of participating at his/her own cost in a Blue Cross Dental Plan **No. 9** at the 1986 O.D.A. **Fee** Schedule.

24:01(4)(c) **The** above Early Retirement Plan is to be applied in **the** following manner:

24:01(4)(c) (i) The Early Retirement Benefit Plan will only be paid until the Full-time Employee **attains** age sixty-five **(65).**

24:01(4)(c) (ii) Eligibility **for** the Early Retirement **Benefit** Plan • Only Full-time **Employees** of the Region who have attained **fifteen (15) years** of full-time continuous service with **The** Regional Municipality of Sudbury, inclusive of any continuous service with any other Local Municipality **or** Local **Board** will be eligible **for** the above-mentioned Package provided:

- a)** they have elected to apply for and **receive** an O. M. E. R. S. Early Retirement Pension within ten (10) years **of** normal retirement
OR
- b)** they have **elected to** apply for and **receive** an O. M. E. R. S. Disability Pension prior to **the** age **of** sixty-five **(65)**
OR
- c)** they are **no longer** a Full-time Employee of the Region **because** of a work related disability **received** while working at and for the Region and for which they receive a Permanent W.C.B. Pension which is and was **assessed** against the Region
OR
- d)** they are no longer a Full-time Employee **of** The Regional Municipality **of** Sudbury because of a non-occupational disability.

ARTICLE #24 - EMPLOYEE BENEFITS (CONT'D)

24:01(4) **Early Retired and Disabled Employee Benefit Plan**

24:01(4)(c) (iii) The Employer is prepared to extend the eligibility for the Employer Paid Retired/Disabled Employee Benefit Plan to those Full-time Employees who would have attained fifteen (15) years of continuous service with the Region within twelve (12) months of termination of employment due to disability.

24:02(1) Employees on leave of absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the benefit plans under Articles #24:01(1) and (2), for those months covered by the leave of absence without pay.

24:02(2) Employees who are on an Approved Sick Leave of Absence without Pay in excess of three (3) continuous months, shall have the premiums for those benefits under Article #24:01(1), paid by the Employer, commencing on the fourth consecutive month up to and including the twelfth consecutive month.

24:03 **Employee Benefits - Equivalent Carriers**

Both Parties agree that should the Employer or the Union find an equivalent Carrier(s) at a more economical rate compared to those found in Articles #24:01(1) and #24:01(2), the Parties will meet and seriously discuss the subject matter with the objective of changing to such Carrier upon the mutual agreement of the Parties.

ARTICLE #25 - CLASSIFICATION AND WAGE RATES

25:01 The classifications of Practical Nurse and Cook will be in two (2) Grades as follows:

Grade II - Less than six (6) months continuous service with the Employer

Grade I - Six (6) months and over of continuous service with the Employer, or the equivalent of training elsewhere

In the classifications of Kitchen Helper, Dietary and Housekeeping Aide, Maintenance Person, Activity Worker, Porter Cleaner and Janitor Watchperson, there will be two (2) Grades as follows:

Grade II - Less than three (3) months continuous service with the Employer

Grade I - Three (3) months and over of continuous service with the Employer, or equivalent training elsewhere

ARTICLE #25 - CLASSIFICATIONS AND WAGE RATES (CONT'D)

2 i) WAGE RATES

CLASSIFICATION	EXPIRED APRIL 30/92	1% EFFECTIVE MAY 1/92	2% EFFECTIVE MAY 1/93
PRACTICAL NURSE			
Grade I	\$14.62	\$14.77	N/A*
Grade II	14.22	\$14.36	N/A*
			.
KITCHEN HELPER			
Grade I	\$14.27	\$14.41	N/A*
Grade II	\$13.95	\$14.09	N/A*
PORTER CLEANER			
Grade I	\$14.27	\$14.41	N/A*
Grade II	\$13.95	\$14.09	N/A*
MAINTENANCE PERSON			
Grade I	\$14.45	\$14.59	N/A*
Grade II	\$14.09	\$14.23	N/A*
COOK			
Grade I	\$14.62	\$14.77	N/A*
Grade II	\$14.22	\$14.36	N/A*
AIDES (DIETARY & HOUSEKEEPING)			
Grade I	\$14.27	\$14.41	N/A*
Grade II	\$13.95	\$14.09	N/A*
ACTIVITY WORKER			
Grade I	\$14.45	\$14.59	N/A*
Grade II	\$14.09	\$14.23	N/A*

**N/A" - Not Available

ARTICLE 25 - CLASSIFICATION AND WAGE RATES (CONT'D)

25:02(a) Wage Rates (Cont'd)

25:02(a)(i) 1992 - Effective MAY 1st, 1992, a One Percent (1%) general wage increase to be applied to those rates in effect on April 30th, 1992.

25:02(a)(ii) 1992 Cost of Living Adjustments (C.O.L.A.)
Detailed Calculations/Methods

1986 = 100
C.O.L.A. capped at Five Percent (5%) in 1992
No Negative C.O.L.A. Adjustments

$$\frac{July\ 1992\ CPI - Apr\ 1992\ CPI}{Apr\ 1992\ CPI} \times 100$$

= AUGUST 1st, 1992 PERCENT COLA ADJUSTMENT

Apr /92 CPI

$$\frac{Oct\ 1992\ CPI - Apr\ 1992\ CPI}{Apr\ 1992\ CPI} \times 100 -$$

AUG /92 % COLA ADJ. = NOV. 1st, 1992 PERCENT COLA ADJUSTMENT

$$\frac{Jan\ 1993\ CPI - Apr\ 1992\ CPI}{Apr\ 1992\ CPI} \times 100 -$$

(AUG + NOV /92 % COLA ADJS.) = FEB. 1st, 1993 PERCENT COLA ADJUSTMENT

$$\frac{Apr\ 1993\ CPI - Apr\ 1992\ CPI}{Apr\ 1992\ CPI} \times 100 -$$

(AUG + NOV/92 + FEB./93 % COLA ADJS.) = MAY 1st, 1993 PERCENT COLA ADJUSTMENT

25:02(a)(iii) 1993 - Effective May 1st, 1993, a Two Percent (2%) General Wage Increase be applied to those rates in effect on April 30th, 1993.

Note: One Percent (1%) of the General Wage Increase is a Cost of Living Adjustment (C.O.L.A.) Advance.

25:32(a)(iv) 1993 Cost of Living Adjustments (C.O.L.A.)
Detailed Calculations/Methods

1986 = 100
C.O.L.A. Adjustments Triggered at One Percent (1%)
C.O.L.A. Capped at Five Percent (5%) in 1993
No Negative C.O.L.A. Adjustments

$$\frac{July\ 1993\ CPI - Apr\ 1993\ CPI}{Apr\ 1993\ CPI} \times 100 - (1\%)$$

= AUG. 1st, 1993 PERCENT COLA ADJUSTMENT

$$\frac{Oct\ 1993\ CPI - Apr\ 1993\ CPI}{Apr\ 1993\ CPI} \times 100 - (1\% +$$

AUG /93 % COLA ADJ.) = NOV. 1st, 1993 PERCENT COLA ADJUSTMENT

$$\frac{Jan\ 1994\ CPI - Apr\ 1993\ CPI}{Apr\ 1993\ CPI} \times 100 - (1\% +$$

AUG + NOV /93 % COLA ADJS.) = FEB. 1st, 1994 PERCENT COLA ADJUSTMENT

$$\frac{Apr\ 1994\ CPI - Apr\ 1993\ CPI}{Apr\ 1993\ CPI} \times 100 - (1\% +$$

AUG + NOV/93 + FEB /94 % COLA ADJS.) = PERCENT COLA ADJUSTMENT TO BE IN PLACE MAY 1st, 1994

ARTICLE #25 - CLASSIFICATIONS AND WAGE RATES (CONT'D)

25:00(b) Retro-activity

The increases set out above shall be retro-active to the dates set out and paid on all hours worked to Employees currently on the active payroll, and those Employees who terminated between MAY 1st, 1992 and the date of ratification. This retroactivity shall be paid within three (3) pay periods of the ratification of the Collective Agreement.

ARTICLE #26 - HOURS OF WORK AND WORKING CONDITIONS

26:01(1) The regular hours of work for all Employees covered by this Agreement shall be as follows:

The regular work week shall be an average of thirty-seven and one-half (37 1/2) hours per week exclusive of the meal period, but not to exceed seventy-five (75) hours in a two-week period. Schedules of work and consecutive days off shall be on a rotation basis whenever possible.

26:01(2) All shifts shall be worked in a period not to exceed eight (8) consecutive hours inclusive of the meal period.

26:01(3) It is understood and agreed that the Home is a 24-hour per day, Seven (7) day a week continuous operation and services must be maintained on a rotating basis.

26:01(4) The principle of equal pay for equal work shall be in accordance with The Employment Standards Act.

26:01(5) There shall be no split shifts.

26:01(6) The working schedule of each Employee showing the shifts and days off shall be posted in an appropriate place at least two (2) weeks in advance. Unless mutually agreed, when an Employee's days off are re-scheduled within forty-eight (48) hours of the commencement of the originally scheduled days off, he/she shall be paid time and one-half (1 1/2) for hours worked on the originally scheduled days off upon his/her completion of his/her scheduled work week.

26:01(7) An Employee who has worked eight (8) hours at his/her applicable hourly rate in any twenty-four (24) hour period will be paid at the overtime rate for any additional time worked in such period except where the additional time worked is the result of his/her regular scheduled change of shifts.

ARTICLE #26 - HOURS OF WORK AND WORKING CONDITIONS (CONT'D)

26:01(8) When an Employee is detailed to change his/her scheduled shift without forty-eight (48) hours prior notice to the commencement of the re-scheduled shift(s), an Employee shall be paid overtime at the prevailing overtime rate for the re-scheduled shift(s).

26:01(9) An Employee who is injured during working hours and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without a deduction from his/her accumulated Sick Leave Credits.

26:02 Overtime

26:02(1) All hours worked in excess of eight (8) hours per day inclusive of the meal period, shall be paid for at the rate of one and one-half (1 1/2) times the Employee's hourly rate.

26:02(2)(a) All hours worked on a Specified Paid Holiday or on an Employee's day off in Lieu of a Specified Paid Holiday or on a Sunday for those Employees who work from Monday to Friday day shift; shall be paid for at the rate of one and one-half (1 1/2) times the Employee's hourly rate plus a day's Specified Paid Holiday pay.

26:02(2)(b) The provisions of Article #26:02(2)(a) shall be applied to only those regular shifts where the majority of hours fall within a Specified Paid Holiday.

26:02(3) Overtime and call back time shall be divided equally among the Employees who are willing and qualified to perform the work that is available, as per Employee classification.

26:02(4) Hours of Work - Activity Worker

As mutually agreed herein, Articles #26:01(6), (7), (8), #26:02(1), (2), (3) and #29:04 shall not apply to Employees fulfilling this classification.

All hours worked in excess of Seven and one-half (7 1/2) hours per day, exclusive of lunch period, shall be accumulated at the applicable premium rate and will be allocated time off at a time mutually agreed between the Employee and his/her Immediate Supervisor.

Time off under this provision will be allocated at no less than one-half (1/2) day per allocation.

ARTICLE #26 - HOURS OF WORK AND WORKING CONDITIONS (CONT'D)

26:03 **Pay Days**

33(1) It is agreed and understood by the Parties hereto that pay **days** for the duration of this Agreement shall **be** every second Friday.

26:03(2) That provided the pay slips are in the hands of the Employer on Thursdays prior to the Friday Pay **Day**, those Employees **on** Afternoon or Night Shifts, Thursdays prior **to the** Friday **Fay Days**, shall receive their pay **slips at the close of** their respective Afternoon or Night Shift.

26:04 **Rest Periods**

Employees shall **be entitled to** two (2) fifteen minute **rest breaks** per shift.

26:05

When **an** Employee is called **upon** to perform more than two (2) hours of overtime work **continuous to** and following **his/her** regular **scheduled** shift, **he/she** shall be **paid up to a** maximum of Six Dollars Twenty-five Cents (**\$6.25**) for the purpose of purchasing **a meal**. Should the Employee **be** required to complete in **excess** of five (5) additional hours **of** continuous overtime work **to the** two (2) hours aforesaid, **then he/she** shall **be** paid up to a maximum of an additional Six **Dollars** Twenty-five **Cents** (**\$6.25**) for the purpose of purchasing the second **meal**.

ARTICLE #27 - UNIFORMS

27:01 **Effective July 1st, 1992**, there will be a Uniform Allowance of **Eight Dollars Thirty Cents (\$8.30) bi-weekly**, payable to all Employees who **are** required **by** the Employer to **wear** uniforms.

Effective May 1st, 1993, the Uniform Allowance will increase to Eight Dollars Forty-five Cents (\$8.45) bi-weekly.

27:02 The Employer will supply and require Employees to **wear** hairnets in **those areas** designated by the Employer.

ARTICLE #28 - ANNUAL VACATIONS

28:01(1) Every Employee who has completed one (1) year or more of continuous service with the Employer by December 31st, in any year of the term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay **EITHER** at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation **OR** Six Percent (6%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER.**

28:01(2) Notwithstanding Section #28:01(1) hereof, any Permanent Employee who has completed four (4) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay **EITHER** at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation **OR** Eight Percent (8%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER.**

28:01(3) Notwithstanding Sections #28:01(1) and (2) hereof, any Permanent Employee who has completed nine (9) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay **EITHER** at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation **OR** Ten Percent (10%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER.**

ARTICLE #28 - ANNUAL VACATIONS (CONT'D)

01(4) Notwithstanding Sections #28:01(1), (2) and (3) hereof, any Permanent Employee who has completed nineteen (19) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay **EITHER** at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation **OR** Twelve Percent (12%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, **IS GREATER.**

28:01(5) Notwithstanding Sections #28:01(1), (2), (3) and (4) hereof, any Permanent Employee who has completed twenty-four (24) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during seven (7) calendar weeks in each calendar year following such December 31st and to receive pay **EITHER** at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation **OR** Fourteen Percent (14%) of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, **WHICHEVER IS GREATER.**

28:02 Permanent and Probationary Employees with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the term of this Agreement, shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Section #28:01(1), as it relates to a calendar year, and to receive pay for such absence at their basic rate in effect immediately prior to the commencement of their annual vacation.

28:03 Permanent and Probationary Employees upon termination of employment will be entitled to be paid their annual vacation accrual as established under this Article.

28:04 If a Specified Paid Holiday falls in a vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and his/her respective Department Head.

ARTICLE #28 - ANNUAL VACATION (CONT'D)

28:05 Vacation Pay

Notwithstanding anything in the Collective Agreement to the contrary, the Employer shall in each year, pay each Employee any difference between the percentage vacation pay and the straight rime vacation pay to which he/she is entitled for that year under Article #28 of this Collective Agreement, on the first pay day in September.

There shall be no further vacation pay adjustments made for the remainder of the calendar year by virtue of an Employee's reclassification upwards or downwards in his/her rate of pay.

28:06 A request for Advance Vacation Pay must be in conformance with the Employer's policy and submitted on the Form as attached to and forming part of this Agreement as Appendix 'A'.

28:07 Vacation schedules shall be posted by February 1st and finalized by March 15th each year, provided no interruption beyond the control of the Employer is encountered, and shall not be changed unless mutually agreed to by the Employee and the Employer, The Employer must reserve the final decision as to the scheduling of vacations.

28:08 Pro-rating of Vacation

28:08(1) Notwithstanding any other Article in this Collective Agreement, an Employee will cease to earn vacation credits or be eligible for holiday pay when:

- (a) He/she has been on a sick leave absence for greater than six (6) months.
- (b) He/she is receiving W.C.B. benefits for greater than six (6) months.
- (c) He/she is on an approved Unpaid Leave of Absence for greater than two (2) weeks (fourteen (14) calendar days) except in the case of statutory seventeen (17) week Maternity Leave.

28:08(2) The carry-over of vacation for those unable to take vacation due to extended illness/accident absence will be applied as follows:

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

ARTICLE #29 - SPECIFIED PAID HOLIDAYS

29:01 Specified Paid Holidays shall be the days on which the following are celebrated:

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

In addition to the above-noted Specified Paid Holidays, any other Holidays proclaimed by the Federal or Provincial Governments.

29:02 All Employees shall receive Specified Paid Holiday Pay equivalent to their normal daily rate.

29:03(a) When work is required on a Specified Paid Holiday, Employees are under obligation to work just as on any other day.

29:03(b) An Employee who is scheduled to work on a Specified Holiday and works the day, shall receive a lieu day off with pay for the Holiday at the option of the Employee. Such lieu day must be taken within the four (4) weeks following the Holiday and must be requested prior to the posting of the work schedules. This shall not apply to Canada Day, Civic Holiday, Christmas Day and Boxing Day.

29:04 Employees who work on a Specified Paid Holiday, shall be paid at the rate of time and one-half (1 1/2) in addition to their Specified Paid Holiday Pay.

29:05 To qualify for payment of any Specified Paid Holiday as listed in Article #29:01, an Employee must have worked the scheduled working day previous to the Holiday, and the scheduled working day following the Holiday unless off, due to illness, or with proper permission as granted by the Employer as per the terms of the Agreement, including vacations.

ARTICLE #29 - SPECIFIED PAID HOLIDAYS (CONT'D)

29:06 If a Specified Paid Holiday falls in a vacation ~~period~~, it shall be ~~paid~~ to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and his/her respective Department Head.

29:07 Should a Specified Paid Holiday as per Article #29:01 fall on the first working day following his/her vacation, such Employee will have the option, at the time of vacation approval ~~to choose to~~:

- a) Work the day in question and be paid according to Article #29:04;
- OR
- b) Not ~~work~~ the day and be paid as per Article #29:02.

ARTICLE #30 - PENSION PLAN

30:01 The Pension Plan established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Union and the Employer.

30:02 Retirement

All Employees reaching Normal Retirement Age shall be obliged to retire from the ~~services~~ of the Employer. Retirement shall be on the last working day of the month in which the Employee attained his/her sixty-fifth birthday. The Employee shall then be eligible to be paid any pension and/or retirement allowance to which they are entitled under the Retirement Allowance By-Law #75-15, and amendments thereto, of The Regional Municipality of Sudbury.

ARTICLE #31 - CONTRACTING OUT

31:01 The Parties hereto agree that for the Term of this Agreement, there shall be no restriction on Contracting Out by the Employer of their work or services of ~~• kind now performed by Employees herein~~ represented; provided however, that no Permanent Employee of the Employer shall as a result of such Contracting Out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

ARTICLE #32 - GENERAL

32:01 A copy of all correspondence between the Union and the Employer coming out of this Agreement or relating thereto shall be forwarded to the Recording Secretary of C.U.P.E., Local #148.

32:02 The Parties agree to commit themselves to maintaining communication, and agree that representatives of the Employer and the Union will meet from time to time, preferably at least two (2) times per annum during the Term of this Collective Agreement, to discuss problems arising with the administration of the Collective Agreement, matters of policy, conditions of employment and other matters which may further assist in the improvement of Employer/Union relations.

32:03 **Job Orientation - New Employees**

New Employees hired by the Employer into the Nursing Section shall be allowed a three (3) day orientation period. New Employees in any other Sections of the Home will be allowed a one (1) day orientation period. The New Employee will be considered as an additional staff member and will not be included in daily complement,

ARTICLE #33 - TERMINATION

33:01 This Agreement shall be in effect until the 30th day of April 1994. Unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year hereafter.

33:02 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 prior to the expiration date of this Agreement, or any Anniversary Date of such expiration.

33:03 If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if required to do so.

ARTICLE #38 - DEFINITIONS

34:01 A PERMANENT EMPLOYEE is an Employee who has successfully completed up to a maximum probationary period of three (3) months as a Probationary Employee in the service of the Employer.

34:02 A PROBATIONARY EMPLOYEE is an Employee hired for a period of up to three (3) consecutive months in the service of the Employer prior to being considered as a Permanent Employee.

ARTICLE #35 - AGREEMENT - SIGNING AUTHORITIES

35:01 **M WITNESS WHEREOF** the Parties hereto have set their hands and corporate seals to this Agreement.

DATED AT The Regional Municipality of Sudbury, Ontario, this day of _____ A.D. 19__

THE REGIONAL MUNICIPALITY OF SUDBURY



[Handwritten signature]

T. DAVIES, CHAIR

[Handwritten signature]

P. PHILION, CLERK

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #148, C.L.C.**

[Handwritten signature]

G. VAN DEN ELZEN, PRESIDENT

[Handwritten signature]

J. ARCAND, RECORDING SECRETARY

[Handwritten signature]

MEMBER - BARGAINING COMMITTEE

MEMBER - BARGAINING COMMITTEE

[Handwritten signature]
D, BURKE, REPRESENTATIVE

APPENDIX "A"
REGIONAL MUNICIPALITY OF SUDBURY
ADVANCE VACATION PAY REQUEST
HOURLY RATED EMPLOYEES

Only those employees actually needing their advance holiday cheque should apply for same in order to reduce the amount of time and labour involved by the Payroll Department

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

This application must be in the hands of the Payroll Department not later than four weeks prior to the employee's holiday period.

I. _____
EMPLOYEE NO. _____
DEPARTMENT _____

My holiday period is from _____
to _____, and I require the advance pay
by payroll period ending _____

EMPLOYEE SIGNATURE _____

APPROVED BY DEPARTMENT HEAD _____

DATE RECEIVED BY PAYROLL DEPARTMENT _____

APPENDIX "F"

APPLICATION FORM
BEREAVEMENT LEAVE PAY

I, _____

Employee's Name (Please Print)

hereby make application for _____ days Bereavement Leave Pay due to
the death of _____

Name of Deceased

whose relationship to me was _____

and whose residence was _____

The above-noted member of my immediate family died on

_____ 19 _____

DATE

EMPLOYEE

SIGNATURE

EMPLOYEE NO.

APPROVED _____ DATE: _____ 19 _____

NOT APPROVED _____ DATE: _____ 19 _____

REASON FOR NON-APPROVAL: _____

SIGNATURE _____

POSITION _____

Dept. Division or
Section Head

NOTE: Should an employee's application be denied, then the affected
must immediately receive a copy of this application upon its
completion.

LETTER OF COMMITMENT

As part of the Terms of Settlement for this new Collective Agreement •
May 1st, 1992 to April 30th, 1994 between the Employer and the Union, the Parties hereto
agree to commit themselves to the following:

1) JOB DESCRIPTIONS

The Employer will continue its practice of providing to the Union Job
Descriptions for all classifications within the Bargaining Unit prior to implementation
and when modified. Per the Union's request, the Employer is prepared to provide all of
the Existing Job Descriptions to the Union at the earliest possible date following
ratification of the Collective Agreement.

2) DEDUCTIONS - UNION DUES

Under Article #8:03 of the current Collective Agreement, the Union is
receptive to amend the said Clause to conform to the provisions as outlined under Article
#7:01(3) of the Collective Agreement between The Regional Municipality of Sudbury and the
Canadian Union of Public Employees, Local #207, C.L.C., if and when such provisions are
to be implemented by the Employer.

3) ROTATING SHIFTS

Should the Employer introduce Rotating Shifts, then the Employer and
the Union will negotiate an applicable Shift Premium Rate. Should the Parties not reach
agreement on the rate, then the matter shall be referred to Arbitration for a final and binding
adjudication.

LETTER OF COMMITMENT (CONT'D)

4) MEDICALS

The Employer shall reimburse Employees fully for the cost of a medical check-up if Employees are required to have one as a condition of employment.

5) EMPLOYEE BENEFITS

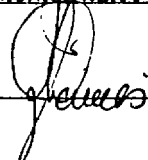
- (1) That both Parties are concerned with the ever increasing premium costs relating to those Benefits outlined in Article #24.
- (2) That both Parties are concerned with the overall absenteeism and its costs relating to those Benefits outlined in Article #24.
- (3) That the Parties agree to form an Absenteeism Committee consisting of four (4) Union Representatives and four (4) Employer Representatives to discuss absenteeism, and methods to improve attendance; eg. Attendance Management, Long Term Disability Plan, Personal Leave Days, Physician Certificates, etc.

6) JOINT REVIEW OF NEW COLLECTIVE AGREEMENT

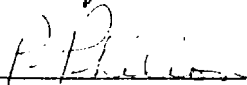
Following ratification by the Parties and the issuance of the Draft Agreement by the Employer to the Union, the Parties agree to meet within thirty (30) days to discuss corrections.

DATED AT The Regional Municipality of Sudbury, Ontario, this
day of A.D. 19

THE REGIONAL MUNICIPALITY OF SUDBURY

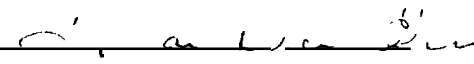


T. DAVIES, Chair

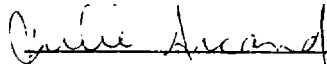


P. PHILION, CLERK

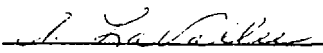
**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #148. C.U.C.**



G. VAN DEN ELZEN, PRESIDENT



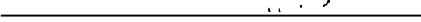
J. ARCAND, RECORDING SECRETARY



MEMBER - BARGAINING COMMITTEE



MEMBER - BARGAINING COMMITTEE



D. BURKE, REPRESENTATIVE



L E T T E R O F U N D E R S T A N D I N G

BETWEEN

THE REGIONAL MUNICIPALITY of SUDBURY
(Pioneer Manor Home for the Aged)

AND

CANADIAN UNION of PUBLIC EMPLOYEES
LOCAL #148 - FULL-TIME
AND
LOCAL (148 - PART-TIME

IT IS AGREED AND UNDERSTOOD BY THE PARTIES:

- 1) THAT the Part-time Employees Call to Work Procedure shall continue as in existence on February 1st, 1987.
- 2) THAT all Full-time Employees working as Practical Nurses, Dietary Aides, Housekeeping Aides and Porter Cleaners shall revert to the Work Schedule allowing every second (2nd) weekend (Saturday-Sunday) off.
- 3) THAT this Schedule will also apply to those Employees occupying those existing four (4) hour per day regular recurring part-time Practical Nurses and Dietary Aide positions.
- 4) THAT the part of Article #2:01 of the C.U.P.E., Local #148 - Part-time agreement, restricting part-time Employees to forty-eight (48) hours of work or less in a two (2) week period is hereby waived, in cases of emergency only.
- 5) THAT the part of Article #26:01(1) of the C.U.P.E., Local #148 full-time Agreement
i.e. "Schedules of work and consecutive days off
shall be on a rotation basis whenever possible"
is hereby waived.

LETTER OF UNDERSTANDING (Cont'd)

6) THAT this Letter of Understanding be effective for an indefinite time unless terminated by either party upon eight (8) weeks written notice to either the President of CUPE Local 148 or the Director of Pioneer Manor Home for the Aged, or their designee. Furthermore, the party choosing to terminate this Letter of Understanding shall only do so for valid operational reasons, and shall state those reasons in the notice of termination. Any dispute as to validity of those reasons may be grieved under the Collective Agreement.

7) At the request of either Party, a meeting may be called to discuss matters regarding the Letter of Understanding during the term of the letter.

DATED this day of 1992:

FOR THE EMPLOYER:


FOR THE UNION:



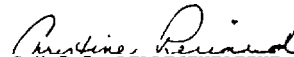
DIRECTOR - HOME FOR THE AGED



PRESIDENT, C.U.P.E. LOCAL #148

ef 

DIRECTOR OF PERSONNEL



C.U.P.E. REPRESENTATIVE

BY-LAW 92-266

BEING A BY-LAW OF THE REGIONAL MUNICIPALITY OF SUDBURY TO AUTHORIZE THE CHAIR AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE REGIONAL MUNICIPALITY OF SUDBURY AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 148 - POLL-TIME EMPLOYEES (PIONEER MANOR HOME FOR THE AGED, DAY CARE CENTRES AND CIVIC SQUARE)

WHEREAS the Council of The Regional Municipality of Sudbury deems it desirable to execute an Agreement between The Regional Municipality of Sudbury and Canadian Union of Public Employees, Local 148 - Full-time Employees (Pioneer Manor Home for the Aged, Day Care Centres and Civic Square);

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE **REGIONAL MUNICIPALITY OF SUDBURY** HEREBY ENACTS AS FOLLOWS:

1. That the Chair and Clerk be, and the same are hereby authorized to execute an Agreement between The Regional Municipality of Sudbury and Canadian Union of Public Employees, Local 148 - Full-time Employees (Pioneer Manor Home for the Aged, Day Care Centres and Civic Square) for the term May 1st, 1992 to April 30th, 1994, inclusive.
2. That this by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES AND FINALLY PASSED IN OPEN COUNCIL
this 24th day of June, 1992.

CHAIR

J. Haché

Deputy CLERK

A. Haché

CERTIFIED A TRUE COPY

A. Haché
Deputy REGIONAL CLERK