



2010 - 2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GREATER SUDBURY

AND

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

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

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THIS COLLECTIVE BARGAINING AGREEMENT, made and entered into this 1st day of April, 2010

B E T W E E N:

THE CITY OF GREATER SUDBURY

Hereinafter called the “**Employer**”

OF THE FIRST PART

AND

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

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

Hereinafter called the “**Union**”

OF THE SECOND PART

ARTICLE 1:00 - PURPOSE

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

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

ARTICLE 2:00 - SCOPE

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

Chief Administrative Officer
Auditor General
Chief Financial Officer and Treasurer
Directors
General Managers
Senior Auditor

MAYOR AND CAO'S OFFICE

Administrative Assistant to the Mayor
Executive Assistant to Councillors
Executive Assistant to the Chief Administrative Officer

Executive Assistant to the Mayor
Receptionist/Secretary to the CAO
Receptionist/Secretary to the Mayor
Special Assistant

ADMINISTRATIVE SERVICES DIVISION

Administrative Assistant to the Information Technology Section
Assistant Solicitor
Chief Information Officer
City Clerk
City Solicitor
Clerk's Services Co-ordinator
Co-ordinator of Court Services
Deputy City Clerk
Executive Assistant to the Executive Director of Administrative Services
Freedom of Information and Records Co-ordinator
Legal Services Administrator
Manager Corporate Communications and French Language Services
Manager of Software and Business Applications
Manager of Hardware and Technology Applications
Quality and Performance Initiatives Co-ordinator
Solicitor

FINANCE DIVISION

Co-ordinator of Accounting
Co-ordinator of Capital
Executive Assistant to the Chief Financial Officer/Treasurer
Manager of Accounting
Manager of Financial Information Systems
Manager of Financial Planning and Policy
Manager of Financial Support and Budgeting
Manager of Supplies and Services/Purchasing Agent
Manager of Taxation
Senior Budget Analyst
Supervisor of Accounts Receivable
Supervisor of ERP Support
Supervisor of Payroll Accounting

HUMAN RESOURCES AND ORGANIZATIONAL DEVELOPMENT DIVISION

Compensation Officer
Co-ordinator of Compensation
Co-ordinator of Human Resources
Co-ordinator of Labour Relations
Co-ordinator of Organizational Development, Safety and Wellness
Co-ordinator of Payroll, Benefits and Rehabilitation
Development and Wellness Facilitator
Development Facilitator
Executive Assistant to the Director of Human Resources and Organizational Development
Health and Safety Officer
Human Resources Analyst – Labour Relations
Human Resources Assistant
Human Resources Planner
Performance Management Facilitator
Rehabilitation Officer
Wellness Facilitator

COMMUNITY DEVELOPMENT DEPARTMENT

Administrative Assistant to the Director of Citizen Services
Administrative Assistant to the Director of Leisure Services
Administrative Assistant to the Director of Social Services
Assistant Manager of Arenas

Best Start Program Co-ordinator
Community Development Co-ordinator
Co-ordinator of Events and Administration
Co-ordinator of Housing Programs
Co-ordinator of Library Resources
Co-ordinator of Quality Assurance and Performance Measurement
Co-ordinator of Resources
Co-ordinator of Shelters and Homelessness
Day Care Supervisor
Executive Assistant to the General Manager of Community Development
Leisure Program Supervisor (Seasonal)
Manager of Activation, Recreation and Volunteerism
Manager of Arenas
Manager of Cemetery Services
Manager of Children's Services
Manager of Citizen Service Centres (CSC)
Manager of Community Partnerships
Manager of Employment Support Services
Manager of Family Support Services
Manager of Finance and Administration
Manager of Housing Services
Manager of Income Support
Manager of Library and Heritage Resources
Manager of Parks Services
Manager of Quality, Administrative and Financial Services
Manager of Recreation Services
Program Administrator (Housing Services)
Program Co-ordinator of Community Initiatives
Project Co-ordinator Buildings
Recreation Centre Co-ordinator and Aquatic Trainer
Recreation Co-ordinator
Secretary to the Manager of Children's Services
Secretary to the Manager of Housing Services
Ski Hill Program Supervisor (Seasonal)
Ski Patrol Leader
Social Services Supervisor
Summer Games Co-ordinator (Contract)
Superintendent of Horticulture
Superintendent of Parks
Superintendent of Parks and Ski Hills
Technical Writer/Trainer

GROWTH AND DEVELOPMENT DEPARTMENT

Administrative Assistant of Growth and Development
Administrative Assistant to the Chief Building Official
Administrative Assistant to the Director of Asset Services
Administrative Assistant to the Director of Planning Services
Administrative Assistant to the Director of Transit Services
Airport Operations Supervisor Fire Chief
Business Centre Co-ordinator
Business Development Officer
Capital Projects Co-ordinator
Consent Official/Secretary-Treasurer Committee of Adjustment
Co-ordinator of Geographic Information, Surveys and Mapping
Co-ordinator of Permits and Approvals Integration
Driver Certification Co-ordinator
Driver Trainer, Transit Inspector
Executive Assistant to the General Manager of Growth and Development
Facilities Maintenance Co-ordinator
Land Reclamation Crew Foreperson
Land Reclamation Foreperson

Land Reclamation Worker (Funded)
Manager of Business Development
Manager of Code Compliance/Deputy Chief Building Official
Manager of Community and Strategic Planning
Manager of Compliance and Enforcement
Manager of Development Approvals
Manager of Environmental Planning Initiatives
Manager of Environmental Services
Manager of Fleet Services
Manager of Tourism, Culture and Marketing
Manager of Transit Fleet and Facilities
Manager of Transit Operations
Monitoring and Compliance Officer (Contract)
mysudbury Campaign Co-ordinator (Contract)
mysudbury Project Manager
Project Co-ordinator Investment Marketing (Funded)
Project Director – Laurentian School of Architecture (Contract)
Real Estate Co-ordinator
Secretary (Compliance and Enforcement)
Secretary to the Manager of Environmental Services
Senior Planner - Community and Strategic Planning
Senior Planner - Development Approvals
Supervisor I
Supervisor II
Supervisor of Collection and Recycling
Supervisor of Development Engineering
Supervisor of Land Reclamation
Transit Inspector
Transit Services Administrator
Waste Collection Foreperson

INFRASTRUCTURE SERVICES DEPARTMENT

Administrative Assistant to the Director of Engineering Services
Administrative Assistant to the Director of Roads and Transportation Services
Administrative Assistant to the Director of Water/Wastewater
Building Superintendent
Chief Field Inspector
Citywide Superintendent
Compliance Supervisor
Distribution and Collection Foreperson
Distribution and Collection Maintenance Officer
Drainage Engineer
Executive Assistant to the General Manager of Infrastructure Services
Foreperson – Construction Services (Seasonal)
Foreperson (Generic)
Infrastructure Relations Officer
Maintenance Compliance Officer
Manager of Budgets and Central Inventory
Manager of Construction Services
Manager of Financial and Support Services
Manager of Operations
Manager of Project Engineering Services
Operations Equipment Trainer
Quality Compliance Officer
Quality Management Systems Officer
Roads Engineer
Roads Operations Engineer
Secretary [Financial and Support Services]
Secretary to the Manager of Operations
Section Superintendent
Supervisor II Lift Stations

Supervisor II Wastewater
Supervisor II Water Treatment
Supervisor III Distribution and Collection
Supervisor III Wastewater
Supervisor III Water
Supervisor of Claims and Dispatch
Supervisor of Environmental Communication
Water Maintenance Officer
Water Meter Compliance Officer
Water and Wastewater Engineer
Water/Wastewater Facilities Engineer
Water/Wastewater Operations Engineer
Water/Wastewater Projects Engineer

EMERGENCY SERVICES DIVISION

Chief of Emergency Services
Commander of Operations
Commander of Professional Standards
Co-ordinator of Special Operations (CEMC)
Deputy Chief of Emergency Services
Executive Assistant to the Chief of Emergency Services
Manager of Finance and Facility Administration
Platoon Superintendent
Secretary to the Commander of Operations
Secretary to the Deputy Chief of Emergency Services
Superintendent of Investigations and Compliance
Superintendent of Training

Specialty Program Instructor (work is limited to that formerly performed by Power Skating Supervisor, Special Program Junior Leader)

Program Instructor (work is limited to that formerly performed by Art Teacher, Ceramics Instructor, Folk Art Kids, Folk Art Painting, Crafts for Kids, Sports Co-ordinator, Power Skating Instructor, Can Skate Instructor, Sports Co-ordinator, Upholstery Instructor)

Lead Services and Programs (work is limited to that formerly performed by After 4 Supervisor, Hall Supervisor, Concession Supervisor, Special Events – Box Office Supervisor, Playground Supervisor, Security Supervisor, Developmental Co-ordinator, Integrated Co-ordinator, Sensational Summer Instructor, Saturday Morning Youth Camp/After 4 Instructor)

Services and Program Staff (work is limited to that formerly performed by Usherette Supervisor, Bartender, After 4 Instructor, Kitchen Staff, Teen Youth Centre Staff, Concession Staff, Ticket Seller, Camp Counselling Staff, Waterfront Staff, Museum Host/Hostess)

School Crossing Guards, Junior Arena Maintenanceperson, Outdoor Rink Staff and employees included and excluded under a subsisting Collective Bargaining Agreement between CGS and The Canadian Union of Public Employees and its various locals, Ontario Nurses' Association, or the International Association of Fire Fighters.

2:02 All newly proposed positions will be considered jointly by the Employer and the Union to determine if the position should be included or excluded from the Scope of this Agreement. The Union shall be notified a minimum of ten (10) calendar days prior to the position being posted. Where either Party requests a face-to-face meeting, such meeting will occur within the ten (10) day period prior to the posting of the new position. Such meeting shall not result in a delay of the posting of the new position.

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

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

- (a) When a Temporary Agency person is filling a temporary vacancy as per Article 10:02(4) they shall only be used for a duration not to exceed forty-five (45) working days. Otherwise, they shall only be used for a duration not to exceed forty-five (45) calendar days. This time frame will only be extended upon mutual agreement of the Parties. The Employer will ensure that temporary employment agencies forward a monthly report to the Recording Secretary and the Unit Chair which contains the Name, Start Date, Department or Section, Classification, Hours Worked and where possible, End Date for all Temporary Agency persons working for the Employer.
- (b) When a Temporary Agency person is working at the City of Greater Sudbury then the City or the Temporary Agency shall pay to the Union the appropriate dues based on the Step One wage rate of the applicable classification. The dues shall be remitted on a monthly basis having regard to the previous month's use of Temporary Agency persons. The remittance shall indicate the department and the classification where the work was performed and the hours of the work.
- (c) Where the Employer can reasonably anticipate that the need for an Agency person will exceed forty-five (45) calendar days the position shall be posted immediately.

ARTICLE 3:00 - UNION RECOGNITION

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

ARTICLE 4:00 - RESPONSIBILITY OF EMPLOYEES

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

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

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

4:04 No Strikes or Lockouts

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

4:05 The Union agrees that it will not cause or take part in any stay-in or slow-down in any Department, or a strike or stoppage of any of the Employer's operations and/or

services, or any picketing of the Employer's premises during the Term of this Agreement as provided in the *Ontario Labour Relations Act*, as amended. It is further agreed that the Employer may discipline or discharge any Employee who causes or takes part in any such action.

ARTICLE 5:00 - EMPLOYER RIGHTS

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

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

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

5:03 The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Bargaining Agreement and subject to the right of the Employee or the Union to lodge a grievance as set forth herein.

ARTICLE 6:00 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

6:02(7) An Employee may be discharged, suspended or disciplined for just cause and if the Employee believes he/she has been unjustifiably discharged, suspended or disciplined, the Employee may have his/her grievance processed under the grievance procedure starting at Stage Two, if presented in writing within seven (7) working days after the date of discharge, suspension or discipline. If a grievance should be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at the Employee's regular basic rate (less amounts earned during time lost) for the hours per week or any other arrangement which is just and equitable in the opinion of the conferring Parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

6:02(8) Stage One

It is understood that an Employee has no Grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her Complaint. In discussing his/her Complaint, the Employee may be accompanied by a Steward.

Any Employee's Complaint which is not settled by his/her Supervisor within three (3) working days of the lodging of the Complaint, shall then commence at Stage Two of the Grievance Procedure provided that no more than thirty (30) working days have elapsed since the occurrence of the alleged Grievance.

It is to be understood that any decision reached at Stage One of the Grievance Procedure is without precedent or prejudice.

6:02(9) Stage Two

One Union Grievance Committee Member accompanied by the aggrieved Employee, shall submit the written grievance to his/her respective Manager or Director or their designates and send one (1) copy to the Director of Human Resources and Organizational Development. A meeting shall take place with these participants within seven (7) working days from receipt of the notification from the Grievance Committee. An answer shall be given within seven (7) working days of the meeting. Any grievance which is not settled by the Manager or Director or their designates may proceed to Stage Three, provided that not more than seven (7) working days have elapsed since the receipt of the Employer's written reply at Stage Two.

6:02(10) Stage Three

Two members of the Union Grievance Committee, a National Representative or his/her designate, may then take the matter up with the Director of Human Resources and Organizational Development and another Senior Management Team Member or their designates. The Grievor may attend this meeting at the discretion of the Union. A meeting shall take place within eighteen (18) working days from receipt of notification from the Grievance Committee for a meeting between the respective Parties. Failing settlement of the grievance within nine (9) working days of the said meeting, the matter may then be referred to Arbitration in accordance with the *Ontario Labour Relations Act*, as amended, provided that not more than sixty (60) working days have elapsed since the decision by the Director of Human Resources and Organizational Development and Senior Management Team Member or their designates has been submitted to the Union at this Stage.

6:02 (11) When alternates are designated at any stage of the grievance process, they shall have the authority to resolve the grievance in question.

6:03 Arbitration

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

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

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

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

6:03(5) Each Party shall pay the fees and expenses of its Nominee to the Board of Arbitration and one-half (1/2) of the fees and expenses of the Chairperson.

6:04 General Grievances

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

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

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

6:05 Employee Records

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

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

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

6:08 An Employee, upon written request to the Director of Human Resources and Organizational Development, may view the contents of his/her personnel file in the Human Resources and Organizational Development Division at a time mutually convenient. An Employee may also, upon written request to the Director of Human Resources and Organizational Development, authorize a Union Representative to view the Employee's personnel file in the Human Resources and Organizational Development Division at a time mutually convenient. Copies of any documents contained in the personnel file may be

released to the Employee upon written request by the Employee to the Director of Human Resources and Organizational Development, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

ARTICLE 7:00 - UNION SECURITY

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

7:01(2) The Employer agrees to deduct Union Dues from the earnings of each Employee in the amount certified by the Treasurer of the Union. Where Union dues are to be changed, as certified by the Treasurer of the Union, the Employer shall implement such change to be effective the second payroll period immediately following written notification.

7:01(3) The Employer agrees to deduct the amount of dues from each payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union no later than seven (7) calendar days after which the dues are deducted.

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

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

7:03 Discipline

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

7:04 In July of each year, the Employer will forward to the Union a list of all Employees including first and last name, current classification, employment status, home mailing address, and home phone number. In each year, the Union will receive an additional list of Employees upon written request.

7:05 The Employer will provide each new Employee with a copy of the Collective Bargaining Agreement, a Job Evaluation Manual and a Union orientation document to be provided by the Union. Such information will be provided within three (3) months of each new Employee's start date.

7:06 Agenda and Minutes - City Council

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

ARTICLE 8:00 - SENIORITY

8:01(1) Seniority for Permanent Full Time Employees is defined as the length of continuous service in the employ of the Employer within the Bargaining Unit. Seniority for Part Time Employees shall be by number of hours worked exclusive of overtime within the Bargaining Unit. Seniority shall operate on a Bargaining Unit wide basis.

Therefore, the Parties recognize:

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

Therefore, the Parties agree that:

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

- (a) Length of continuous service (seniority);
- (b) Efficiency, knowledge and ability of the Employee, and the qualifications as contained in the Job Descriptions.

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

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

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

8:02(2) Should two (2) or more Employees have an identical seniority date, their seniority dates will remain unchanged, but their ranking on the list will be determined by the length of total temporary service with the Employer. Should two (2) or more Employees with the same seniority date also have equal lengths of total temporary service with the Employer, then their ranking shall be determined by a random draw of numbers, with the Employees involved being present.

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

8:02(4) Protests in regard to an Employee's seniority standing must be submitted in writing to the Director of Human Resources and Organizational Development within sixty (60) calendar days from the date that the Employee's name is first entered on the Seniority List. When proof of error is established by the Employee or the Employee's representative, such

error will be corrected and the proper information inserted on the Seniority List. No change in the seniority status or other information required on the Seniority List of an Employee shall be made unless agreed upon by both Parties.

8:03 Probationary Period

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

8:04 Notice of Lay-Off

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

8:05(a) Should circumstances require a reduction of Employees, Temporary Employees, Probationary Employees and Casual/Seasonal Part Time Employees in the Bargaining Unit shall be released first. If a further reduction of Employees is required, Regular Part Time Employees shall be laid off first, and then commencing with those Permanent Full Time Employees with the least seniority. Regular Part Time Employees cannot use this provision to change their employment status from Part Time to Full Time.

8:05(b) A Regular Part Time Employee shall be deemed laid off under this Agreement when their reduction in scheduled hours over twelve (12) consecutive weeks is equal to or greater than twenty five (25%) percent. Other hours (i.e. call-ins) shall not be considered in determining if a layoff of Regular Part Time Employees has occurred.

8:06 When Permanent Full Time and Regular Part Time Employees are laid off under this Article and positions again become available with the Employer, the Permanent Full Time Employees shall be called back in accordance with Article 8:01(1) on a seniority basis, prior to recalling the Regular Part Time Employees. Regular Part Time Employees shall then also be called back in accordance with Article 8:01(1) on a seniority basis. Prior to implementing the Job Posting provisions Employees on layoff will be offered recall in their own classification. Employees on layoff will be considered for all other Job Postings and the Employer will provide employees on lay off with electronic access to job postings on the intranet.

8:07 Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Probationary, Casual/Seasonal Part Time or Temporary Employees who are released under this Article.

8:08 Bumping Procedure

8:08(1) An Employee in receipt of a lay-off notice or who is displaced from his/her position may exercise the right to bump an Employee with less seniority provided that the Employee exercising bumping rights meets the qualifications as contained in the job description for the position the Employee is selecting. The right to bump includes the right to bump up within a class (i.e. not Part Time to Full Time).

The Parties understand and agree that the application of this provision entitles Employees to bumping rights only in the following circumstances:

- (a) A permanent reduction of Employees occurs within a classification and the affected Employee is served with a notice of layoff and;
- (b) An Employee has been permanently displaced from a position (defined as a change in reporting depot).

Bumping rights are not granted to an Employee:

- (a) Who is temporarily relocated from his/her position to a different place of work/reporting depot;
- (b) Who is temporarily assigned under Article 11:01;
- (c) Employees are not considered displaced when the Employer changes hours of work pursuant to the terms of the Agreement.

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

8:08(3) It is agreed and understood that the Employee may request the presence of a Union Representative at the meeting with a Representative of the Human Resources and Organizational Development Division. If such a request is made the request will be granted.

8:09 **Notice of Recall**

When Employees are to be recalled by the Employer, they shall be notified by Registered Mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer, and if he/she fails to report within ten (10) working days after the delivery or receipt of such notice, the Employer shall not be under any obligation to re-employ them.

8:10 **Application of Seniority for Temporary Employment**

8:10(1) That only the temporary employment up to a maximum of one (1) year immediately preceding and consecutive with (i.e. no break in service) being hired as a Probationary Employee will be recognized.

8:10(2) The probationary period will continue as outlined in the Collective Bargaining Agreement from the date of hire as a Probationary Employee. Benefits applications are to be as outlined in Article 23:01(2).

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

- (a) paid back to the Employer as:
 - (i) lump sum, or
 - (ii) a pre-arranged and approved series of no more than four (4) payments within a one hundred and twenty (120) calendar day period from the date of being hired as a Probationary Full Time Employee, or;
- (b) kept by the Employee, in which case the Employee will only accrue vacation credits from his/her date of hire as a Probationary Full Time Employee.

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

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

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

- (1) Voluntary resignation.

- (2) Discharge for just cause.
- (3) Failing to report as required by Article 8:09 of this Agreement.
- (4) Those Employees with up to and including five (5) years of employment are to receive twelve (12) months' recall rights; and those Employees with greater than five (5) years of employment are to receive twenty-four (24) months' recall rights.
- (5) Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE 10:00 - JOB POSTING

10:01(1) All vacancies and newly created positions, which the Employer intends to fill, shall be posted for a minimum of seven (7) calendar days during which time Permanent Full Time Employees will have an opportunity to apply and be duly considered. If there is no applicant having the qualifications contained in the job description from amongst the Permanent Full Time Employees, then second consideration shall be given to applications from Regular Part Time Employees, third consideration shall be given to Probationary Full Time Employees, and fourth consideration shall be given to applications from Probationary Part Time Employees, Casual/Seasonal Part Time Employees and Temporary Employees, with at least seven (7) continuous months of employment with the Employer in the preceding eighteen (18) months, and fifth consideration to all other groups. It is agreed and understood that Probationary Employees, Part Time Employees, and Temporary Employees shall have the opportunity to submit an application for a job posting when initially posted. It is agreed that an Employee cannot hold a Full Time and Part Time Job Posting, or two (2) Part Time Job Postings, under this Agreement, at the same time.

10:01(2) Posting Period

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

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

10:01(4) Placement

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

10:01(5) Limited Position

10:01(5)(a) A Full Time or Regular Part Time Limited position shall mean a position which is for a limited duration not exceeding seven (7) months or such longer period as may be mutually agreed upon between the Employer and the Union. Unless posted under the terms of Article 10:01(5)(b) or Article 10:01(5)(c), if an Employee occupies a Full Time Limited position and his/her employment is longer than seven (7) continuous months in that Limited position without mutual consent, then the Employee shall automatically rank as a Full Time Permanent Employee, subject to passing the necessary standard medical examination. Unless posted under the terms of Article 10:01(5)(b) or Article 10:01(5)(c), if an Employee

occupies a Regular Part Time Limited position and his/her employment is longer than seven (7) continuous months in that Limited position without mutual consent, then the Employee shall automatically rank as a Regular Part Time Employee, subject to passing the necessary standard medical examination.

10:01(5)(b) It is understood that if the cause of the Limited posting is a Pregnancy or Parental Leave, that the above limited posting shall not exceed twelve (12) months. The same would apply to any position(s) posted to backfill the successful candidate(s).

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

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

10:01(5)(e) Notwithstanding any other article, a Temporary Employee who has accepted a Limited posting will not be considered for any other Limited posting unless the other Limited posting is posted within thirty (30) calendar days of the expiration of the current Limited posting they occupy or by mutual consent of the Parties hereto.

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

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

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

10:01(8) Posting Pregnancy Leaves

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

10:01(9) Written Notice

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

10:01(10) Employer Unable to Fill Vacancy

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

10:01(11) Both Parties Recognize:

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

10:02 **Exceptions**

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

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

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

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

10:02(4) A temporary vacancy due to an accident, injury, illness, sickness, vacation, leave of absence or temporary transfer, for a period not to exceed forty-five (45) working days. It is understood that the forty-five (45) working days includes the Posting Period and Placement process.

10:03(1) **Trial Period**

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

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

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

10:05 **Job Training Program**

10:05(1) Should there be no successful applicant to a Job Posting from within or outside the Scope of this Agreement, then the Employer may institute a Job Training Program, to fulfil the need of such Job Posting. Applications will be invited to fulfil the Job Training through a subsequent Job Posting under Article 10. The Parties shall meet and agree upon the length of training and appropriate rates of pay prior to the Employer making any representations on same to the successful candidate. Upon Agreement between the Parties on length of training and appropriate rate of pay, the successful candidate may decline the Job Training Program.

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

10:06 **Polling**

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

ARTICLE 11:00 - RELIEVING IN OTHER GRADES

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

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

11:03 When an Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit, he/she shall receive not less than ten (10%) percent above the highest rated classification supervised for the full relief period. Such Employee shall continue payment of Union Dues to the Bargaining Agent and shall continue to accrue seniority up to a maximum of six (6) months. The period of relief shall be no longer than six (6) continuous calendar months. When required, Management may request an extension to the six (6) continuous months' time limit and consent shall not be arbitrarily or unreasonably withheld by the Union. The Employer will notify the Unit Chair in writing of all Employees who are working for the Employer in a position outside the Bargaining Unit as soon as possible and in no case later than five (5) working days after Employees assume a position outside the Bargaining Unit.

ARTICLE 12:00 - SPECIFIED PAID HOLIDAYS

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

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 2. Family Day |
| 3. Good Friday | 4. Easter Monday |
| 5. Victoria Day | 6. Canada Day |
| 7. Civic Holiday | 8. Labour Day |
| 9. Thanksgiving Day | 10. Remembrance Day |
| 11. Christmas Day | 12. Boxing Day |

Employees covered by Article 14:01(2) (Construction Services), Article 14:01(6) (Complementing Municipal Services), and Schedule "H" (Transit Operators) will receive eight

(8) hours pay under this clause. Similarly those grandparented Employees under Schedule D:04 shall receive seven point six (7.6) or eight (8) hours of pay under this clause, dependent on their grandparented daily hours.

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

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

12:03(1) In the event that a paid Holiday falls on a day as set out hereunder, the following Schedule of a day off in lieu with pay shall be observed:

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

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

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

12:04 For all work performed on Holidays, Employees shall be paid, in addition to their Holiday Pay, a minimum of four (4) hours pay for four (4) hours work or less at the rate of time and one-half (1½) of the Employee's regular rate.

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

ARTICLE 13:00 - ANNUAL VACATIONS

13:01 Every Permanent Full Time Employee who has completed one (1) year or more of continuous service with the Employer by December 31st, in any year of the Term of this

Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR six (6%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

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

13:03 Notwithstanding Article 13:01 and Article 13:02 hereof, any Permanent Full Time Employee who has completed nine (9) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR ten (10%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

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

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

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

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

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

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

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

13:11 Notwithstanding anything in the Collective Bargaining Agreement to the contrary, the Employer shall, in each year, pay each Employee any difference between the percentage vacation pay and the straight time vacation pay to which the Employee is entitled for that year under Article 13 of this Collective Bargaining Agreement on the first (1st) pay day in May, using the basic rate in effect on April 1st of that calendar year. There shall be no further vacation pay adjustments made for the remainder of the calendar year by virtue of the subsequent ratification of a Collective Bargaining Agreement, or an Employee's reclassification upwards or downwards in his/her rate of pay.

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

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

- (a) he/she is receiving LTD Benefits;
- (b) he/she is receiving WSIB Benefits for greater than six (6) months;
- (c) he/she is on an approved unpaid Leave of Absence in excess of two (2) weeks (14 calendar days) - (exception with regard to the seventeen (17) week Pregnancy Leave).

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

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

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

ARTICLE 14:00 - HOURS OF WORK

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

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

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

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

Afternoon Shift shall not commence prior to 4.00 p.m.
shall not cease prior to 12:00 midnight

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

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

14:01(5) Transit Section

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

14:01(6) Complementing Municipal Services

14:01(6)(a) For those Employees whose employment is required to complement other municipal services, the basic hours of employ shall be eight (8) consecutive hours, excluding either a one-half (½) hour or a one (1) hour lunch period, between the hours of 7:30 a.m. and 5:00 p.m. Monday to Friday [forty (40) hour work week].

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

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

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

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

14:04 Overtime

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

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

14:05 All work performed outside the normal working hours or the shift scheduled working hours shall be paid at the rate of time and one-half (1½) of the Employee's normal rate of pay with a guaranteed minimum of two (2) hours pay for two (2) hours work or less at

the prevailing overtime rate if the Employee is called upon to perform work not continuous with his/her regular shift.

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

14:06(2) Notwithstanding Article 14:06(1), initially overtime work which is continuous to an Employee's regular work day, shall be made available to those Full Time Employees who fall within the Scope of this Collective Bargaining Agreement, on the site in question, and then as per Article 14:06(1).

14:06(3) Overtime and Hours of Work Agreement

Notwithstanding Article 14:01 and Schedules "C", "E", "F", "G", "H", "I" and "J" inclusive and pursuant to the provisions of the *Employment Standards Act* 2000 as amended from time to time, the Parties agree that Employees can work overtime, when applicable, beyond the standard eight hour (8) day and forty-eight (48) hour work week as defined under the Act, subject to the Employee being willing to do so, and subject to the provisions of Article 4:01 of the Collective Bargaining Agreement.

An Employee's total work day will not exceed thirteen (13) hours, including rest and meal periods. No Employee will receive less than eleven (11) continuous hours free from work in a twenty-four (24) hour period.

An Employee who is on call or who is willing to be called out on overtime, or whose work is excluded from the overtime provisions of the Act shall not have a total work day which exceeds sixteen (16) hours, including rest and meal periods. Employees will not work beyond sixty (60) hours per week.

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

14:07 Meal Allowance

14:07(1) When an Employee is called upon to perform more than two (2) hours of overtime work continuous with his/her regular scheduled shift, the Employee shall be paid **TEN DOLLARS AND SEVENTY-SIX CENTS (\$10.76)** for the purpose of purchasing a meal. Should the Employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then the Employee shall be paid an additional **TEN DOLLARS AND SEVENTY-SIX CENTS (\$10.76)** for the purpose of purchasing the second meal.

14:07(2) Employees called upon to perform work not continuous with their regular scheduled shift, and that are called out prior to 6:00 a.m. or after 11:00 p.m., to report for work, shall receive a Meal Allowance of **TEN DOLLARS AND SEVENTY-SIX CENTS (\$10.76)** for each five (5) continuous hours of employ.

14:07(3) Employees called upon to perform overtime work not continuous with their regular scheduled shift and that are called out between the hours of 6:00 a.m. and 11:00 p.m., to report for work, shall receive a Meal Allowance of **TEN DOLLARS AND SEVENTY-SIX CENTS (\$10.76)** after working five (5) consecutive hours of overtime work, when less than one (1) hour lead time to report for work is given, with an additional Meal Allowance of **TEN DOLLARS AND SEVENTY-SIX CENTS (\$10.76)** following the completion of each additional five (5) continuous hours of overtime work.

Effective April 1st, 2011, the Meal Allowance will increase to **ELEVEN DOLLARS AND TWO CENTS (\$11.02)**.

Effective April 1st, 2012, the Meal Allowance will increase to **ELEVEN DOLLARS AND TWENTY-SEVEN CENTS (\$11.27)**.

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

14:08 **Shift Differentials**

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

Afternoon Shift	-	\$1.00 per hour
Night Shift	-	\$1.06 per hour

Effective April 1st, 2011, the Shift Differentials will increase by **Five Cents (\$0.05)**. Effective April 1st, 2012, the Shift Differentials will increase by **Five Cents (\$0.05)**.

14:08(2) A Shift Differential will not apply where the overtime and the premium rates apply. Overtime and shift differentials shall not pyramid under any circumstances.

14:09 **Annual Review**

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

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

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

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

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

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

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

14:11 **Continuing Policies**

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

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

14:11(2) **Transfer**

A transfer is a change in classification within the same pay group. Employees who transfer will maintain their step and review date as per their permanent classification held prior to the transfer.

14:11(3) **Promotion**

An incumbent is moved to a job in a higher group and must receive an increase in his/her salary rate. The incumbent would immediately move to a higher rate that will provide at least the equivalent of one (1) annual increment in the former salary range above the salary position he/she occupies in his/her permanent classification.

14:11(4) **Demotion**

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

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

ARTICLE 15:00 - LEAVE OF ABSENCE

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

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

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

15:02(2) The Union hereby acknowledges and agrees that when the Employer grants representatives of the Employees Leaves of Absence during working hours for the purpose of negotiating a new Collective Bargaining Agreement or amendments to or renewal of the present Collective Bargaining Agreement, that such leaves are not Leaves of Absence within the meaning of Article 15:02(1) and thus do not require the Employer to pay such representatives for the working hours concerned.

15:02(3) The Employer agrees to keep salaries and benefits whole for those Permanent Employees who request and are granted unpaid Leaves of Absence for Local Union Business, provided the Union promptly reimburses the Employer, upon receipt of billing from the Employer, for all regular wages paid to these aforementioned Employees for the first fourteen (14) consecutive days of absence, and for all regular wages paid, Employer contributions to OMERS, C.P.P. and one-half (½) of the applicable vacation percentage, and all benefit premium costs paid by the Employer for said Leaves of Absence in excess of two (2) weeks.

15:02(4) With the exception of Conventions, Permanent Employees who request and are granted unpaid Leaves of Absence for Union Business, other than business for the City of Greater Sudbury - CUPE and its Local 4705 Outside Service and Maintenance or OCT Bargaining Unit Collective Bargaining Agreements, the Union shall upon receipt of billing from the Employer, remit all regular wages and Employer OMERS contributions paid to or on behalf of these Employees to the Employer. Should the aforementioned Leave of Absence be in excess of fourteen (14) consecutive days, provisions of Article 15:02(3) shall apply.

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

15:04 Upon request, Employees, at the discretion of the Employer, shall be granted Leave of Absence without pay, up to a maximum of three (3) months. Such requests shall not be unreasonably or arbitrarily withheld by the Employer. Employees on such Leaves of Absence must report for duty on or before the expiration of such Leave of Absence or their services may be terminated for just cause. An extension to a Leave of Absence in excess of three (3) months may be granted by mutual consent between the Employer and the Union. Leave of Absence under this Clause shall not be granted for the purpose of engaging in work outside the services of the Employer unless written permission is granted by the Employer prior to the Employee commencing such Leave of Absence. Any Employee now serving or who hereafter serves in the Armed Forces, shall, during his/her absence while on Military Service, be granted a Leave of Absence.

15:05 **Jury and Witness Duty Leave**

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

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

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

15:06 Unless otherwise stated in this article, seniority accrues for all Permanent Full Time Employees, and seniority is maintained for all Part Time Employees during all approved Leaves of Absence detailed in Article 15:00. It is understood that Union leaves shall be considered as straight time hours worked for purposes of Part Time seniority accumulation.

ARTICLE 16:00 - PREGNANCY AND PARENTAL LEAVE

16:01 Pregnancy and Parental Leave, and the subsequent return to employment, must conform to the provisions of the *Employment Standards Act*, R.S.O. 2000 and amendments thereto.

16:02 Every Employee who becomes pregnant shall, in writing, notify her Supervisor of her pregnancy, not less than four (4) months prior to the date of termination of her pregnancy as certified by a qualified Medical Practitioner.

16:03 For Permanent Full Time Employees on Pregnancy Leave or Parental Leave including Adoption, the Employer will provide two (2) weeks of salary continuation at seventy-five (75%) percent of base wages during the current two (2) week waiting period for Employment Insurance (E.I.) Benefits. The Employer will contribute the difference between the E.I. Weekly Benefit Rate and seventy-five (75%) percent of the Employee's regular earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of E.I. for Pregnancy Leave or Parental Leave including Adoption and will be limited to a maximum fifteen (15) week period.

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

16:04 In accordance with the *Employment Insurance Act*, Employees do not have a right to S.U.B. payments except for supplementation of E.I. Benefits during the unemployment period as specified in the Plan.

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

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

ARTICLE 17:00 - RETIREMENT AND PENSION PLANS

17:01 The pension plan established under the *Canada Pension Act*, as amended, and the *Ontario Municipal Employees Retirement System Act*, as amended, shall be adopted by the Employer and the Union.

ARTICLE 18:00 - NO HARASSMENT OR DISCRIMINATION

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

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

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

18:04 The Employer and the Union recognize the right of every Employee to work in an environment free from harassment and discrimination on the basis of the prohibited grounds in the *Ontario Human Rights Code*. Further, the Employer is committed to providing a safe and healthy workplace: free from actual, attempted or threatened violence or harassment per the *Ontario Occupational Health and Safety Act*.

Discrimination is unequal treatment based upon any of the Prohibited Grounds in the *Ontario Human Rights Code* R.S.O. 1990 as amended.

Harassment is any course of vexatious comment or conduct on any of the Prohibited Grounds that is known or ought reasonably to be known to be unwelcome.

Workplace Harassment is a course of vexatious comment or conduct against a Worker in the workplace that is known or ought reasonably to be known to be unwelcome. Bullying is one form of Workplace Harassment.

Any claims of Discrimination or Harassment on any of the Prohibited Grounds may be referred under the Discrimination and Harassment Policy. Any reports of Workplace Violence or Workplace Harassment may be referred under the Workplace Violence and Harassment Prevention Policy.

It is agreed that the Employer will notify the Union if an Employee is either a complainant or a respondent in a claim or report under this Article prior to commencing an investigation into the claim or report.

The Parties are committed to cooperate to organize training events for employees aimed at educating employees on the definitions above and the contents of the Harassment and Discrimination Policy and the Workplace Violence and Harassment Prevention Policy. It is important that all Employees and Management Staff are made aware of what constitutes discrimination and harassment and of the procedures and resources in place for dealing with allegations. Time spent at the training event will be time worked.

ARTICLE 19:00 - GENERAL

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

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

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

19:03 Employee Motor Vehicle Usage

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

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

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

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

19:03(4)(a) When an Employee opts to use their own motor vehicle while travelling on approved out of town travel the provisions of Article 19:03(4) shall not apply for that out of town travel.

19:03(5) Where an Employee is using his/her own motor vehicle, the Employee shall be paid the motor vehicle mileage rate of FORTY-SIX (\$0.46) per kilometre. It is understood that this rate will be adjusted from time to time by CGS Council.

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

19:04 Labour-Management Committee

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

19:05 Joint Health and Safety Committee

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

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

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

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

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

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

19:06 Revised Reporting Locations

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

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

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

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

19:07 Bilingual Position(s) - Mandatory

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

- (a) Co-Ordinator of French-Language Services/Translator, Call Centre Lead, Call Centre Representative, Dispatcher, Information Clerk-Typist (Transit), Employees of the Centre des Jeunes Citoyens, Court Clerk/Monitor, Parking Ticket Clerk (POA), Co-Ordinated Access Representative (Housing Services) Eligibility Control Officer (Housing Services), Prosecutor and Solid Waste Educator;
- (b) Court Administration Clerk (fifty (50%) percent of positions); one (1) of the positions of POA Collections Clerk or POA Collections Co-Ordinator, and
- (c) Sufficient Citizen Service Representatives and Leads at the Chelmsford and Valley East Citizen Service Centres, to provide a French Language Service during hours of operation.

- (d) One (1) Branch Assistant at the New Sudbury and Azilda Libraries to provide French Language Services to the public during regular hours of operation.
- (e) One (1) incumbent among the following: Information Services Technician, Circulation Assistant and Community Outreach Programmer at the MacKenzie Library.
- (f) The Parties agree to grandparent any unilingual Employees in the positions designated under Article 19:07. Should a vacancy be created in one of these positions, it will be posted per Article 19:07. In the interim, unilingual Employees can be relieved by unilingual Employees.

19:08 Safety Footwear

Effective April 1st, 2010, the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the *Occupational Health and Safety Act*, as amended and Regulations for Construction Projects, will be in the amount of **ONE HUNDRED AND FIFTY-SIX DOLLARS AND FIFTY-SIX CENTS (\$156.56)** per annum, and will be paid out as a "non-taxable allowance" on the first full pay period in May of each year. The wearing of safety boots or safety shoes must also be in conformance with the CGS Safety Rules.

Effective April 1st, 2011, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND SIXTY DOLLARS AND THIRTY-TWO CENTS (\$160.32)**.

Effective April 1st, 2012, the Safety Footwear Subsidy will increase to **ONE HUNDRED AND SIXTY-FOUR DOLLARS AND ONE CENT (\$164.01)**.

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

The Parties agree that the difference between the amount of subsidy paid to those eligible Employees on the first full pay period in May, 2010, and the increase agreed to that subsidy of April 1st, 2010, in the amount of **THREE DOLLARS AND EIGHTY-TWO CENTS (\$3.82)**, will be paid to those Employees with their subsidy payment in May, 2011.

19:09 Injury During Working Hours

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

19:10 No Lost Time for a Driving Infraction

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

19:11 Notice of Change

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

- (1) Nature of the Change.

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

19:11(2) Where the change will result in the layoff of Permanent Employees, the Employer shall make every reasonable effort to provide the Union with at least three (3) months notice, inclusive of the thirty (30) days outlined above.

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

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

ARTICLE 20:00 - BULLETIN BOARDS

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

ARTICLE 21:00 - VALIDITY OF AGREEMENT

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

ARTICLE 22:00 - PAY DAYS

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

ARTICLE 23:00 - LIBERTY HEALTH (OR EQUIVALENT) INSURANCE COVERAGE - HOSPITAL MEDICAL AND DENTAL BENEFITS AND GROUP LIFE INSURANCE COVERAGE

23:01(1)(i) For Permanent Full Time Employees, the Employer agrees to contribute one hundred (100%) percent of the total Employee premium cost for the following Plans:

- (a) Ontario Health Tax or a replacement Plan introduced by the Ontario Government;
- (b) **Liberty Health (or equivalent) Comprehensive Extended Health Care**

Effective July 1st, 2010

THREE HUNDRED AND FIFTY-ONE DOLLARS (\$351.00)

Eye Glass Subsidy;

Effective April 1st, 2011

THREE HUNDRED AND SIXTY DOLLARS (\$360.00).

Eye Glass Subsidy;

Effective April 1st, 2012

THREE HUNDRED AND SIXTY-NINE DOLLARS (\$369.00)

Eye Glass Subsidy;

Effective July 1st, 2010

One (1) eye examination every twenty-four (24) months, to a cap of **SIXTY-FIVE (\$65.00) DOLLARS;**

Effective April 1st, 2011

One (1) eye examination every twenty-four (24) months, to a cap of **SEVENTY-FIVE (\$75.00) DOLLARS;**

Effective April 1st, 2012

One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY-FIVE (\$85.00) DOLLARS;**

The Hearing Aid Subsidy to be

SIX HUNDRED AND FIFTY (\$650.00) DOLLARS every five (5) years;

Orthotic Subsidy to be **FOUR HUNDRED (\$400.00) DOLLARS**

per pair, two (2) pair per year maximum;

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

The Year of the Employee extended paramedical benefits introduced as part of the Wellness Initiative.

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

with "space maintainers"

Current O.D.A. Fee Schedule;

(d) Group Life Insurance Plan

(two (2 x) times basic annual earnings);

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

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

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

Note: The Parties agree that the introduction of Weekly Indemnity Bank Days in 1982 Collective Bargaining effectively incorporate the Employees' share of the EI Premium Reduction granted by Human Resources Development Canada to this group, on an ongoing basis.

23:01(1)(ii) Permanent Full Time Employees may purchase Optional Employee/Spouse Life Insurance through the Group Insurance Plan at one hundred (100%) percent Employee cost.

Optional Life is available in increments of Ten Thousand (\$10,000.00) Dollars to a maximum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars.

23:01(2) For Probationary Full Time Employees, the Employer agrees to contribute one hundred (100%) percent of the total Employee premium cost for the following plans:

(a) Ontario Health Tax or replacement Plan introduced by the Ontario Government;

(b) **Liberty Health (or equivalent) Comprehensive Extended Health Care**

Effective July 1st, 2010

THREE HUNDRED AND FIFTY-ONE DOLLARS (\$351.00)

Eye Glass Subsidy;

Effective April 1st, 2011

THREE HUNDRED AND SIXTY DOLLARS (\$360.00).

Eye Glass Subsidy;

Effective April 1st, 2012

THREE HUNDRED AND SIXTY-NINE DOLLARS (\$369.00)

Eye Glass Subsidy;

The Hearing Aid Subsidy to be

SIX HUNDRED AND FIFTY (\$650.00) DOLLARS every five (5) years;

Effective July 1st, 2010

One (1) eye examination every twenty-four (24) months, to a cap of **SIXTY-FIVE (\$65.00) DOLLARS;**

Effective April 1st, 2011

One (1) eye examination every twenty-four (24) months, to a cap of **SEVENTY-FIVE (\$75.00) DOLLARS;**

Effective April 1st, 2012

One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY-FIVE (\$85.00) DOLLARS;**

Orthotic Subsidy to be **FOUR HUNDRED (\$400.00) DOLLARS**

per pair, two (2) pair per year Maximum;

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

The Year of the Employee extended paramedical benefits introduced as part of the Wellness Initiative.

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

with "space maintainers"

Current O.D.A. Fee Schedule.

23:01(3) For all active Permanent Full time Employees age sixty-five (65) or older the Employer agrees to contribute one hundred percent (100%) of the total Employee premium costs for the following benefit plans:

(a) Ontario Health Tax or replacement Plan introduced by the Ontario Government;

(b) **Liberty Health (or equivalent) Comprehensive Extended Health Care**

includes the current drug plan integrated with the Ontario Drug Benefit (ODB) program;

Effective July 1st, 2010
THREE HUNDRED AND FIFTY-ONE DOLLARS (\$351.00)
Eye Glass Subsidy;

Effective April 1st, 2011
THREE HUNDRED AND SIXTY DOLLARS (\$360.00).
Eye Glass Subsidy;

Effective April 1st, 2012
THREE HUNDRED AND SIXTY-NINE DOLLARS (\$369.00)
Eye Glass Subsidy;

Effective July 1st, 2010
One (1) eye examination every twenty-four (24) months, to a cap of **SIXTY-FIVE (\$65.00) DOLLARS;**

Effective April 1st, 2011
One (1) eye examination every twenty-four (24) months, to a cap of **SEVENTY-FIVE (\$75.00) DOLLARS;**

Effective April 1st, 2012
One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY-FIVE (\$85.00) DOLLARS;**

The Hearing Aid Subsidy to be
SIX HUNDRED AND FIFTY (\$650.00) DOLLARS every five (5) years;

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

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

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

with “space maintainers”
Current O.D.A. Fee Schedule;

(d) Group Life Insurance
coverage of **TEN THOUSAND (\$10,000) DOLLARS**, ceasing at age seventy-five (75);

(e) Specified paramedical benefits currently offered to other CGS Employees under the Wellness Initiative

Note: For purpose of clarity an active employee is an employee who is not retired and has not been terminated and continues to accrue service with the Employer.

In addition, active employees sixty-five (65) years of age or older will be provided with six (6) Weekly Indemnity (WI) Bank Days, but will not have Weekly Indemnity Insurance and Long Term Disability (LTD) benefit coverage.

Notwithstanding the above paragraph, the Union maintains the right to submit a grievance after a properly seized judicial body (e.g. Supreme Court of Canada) has ruled on the matter with another Employer provided the ruling involves similar Collective Bargaining Agreement language as contained in the Inside Unit Collective Agreement. The maximum retroactivity that can be claimed will be restricted to the date of the filing of the grievance.

23:02(1) The Employer shall describe and make available Benefits as outlined in Article 23:01(1)(i), Article 23:01(2) and Article 23:01(3) to all Permanent, Probationary Full Time Employees and active Permanent Full time Employees age sixty-five (65) or older. The

Employee shall have the option to choose whether to participate or not in the aforementioned Benefit Plans.

23:02(2) Coverage will be up to twenty-five (25) years of age for Dependents, provided the Dependent is in full time attendance at a post-secondary institution; (i.e. Community College or University).

23:03 For every Temporary Employee, the Employer will remit the cost of Provincial Health coverage under the Employer Health Tax (EHT). Should OHIP premiums be reinstated, the Employer agrees to deduct from each Temporary Employee's earnings one hundred (100%) percent of the premium cost, and remit same on behalf of the Employee.

23:04 Employees on Leaves of Absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the Benefit Plans under Article 23:01(1), Article 23:01(2) and Article 23:01(3), for those months covered by the Leave of Absence without pay.

23:05 Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Liberty Health (or equivalent), the Parties will meet and seriously discuss the subject matter with the objective of changing to such Carrier upon the mutual agreement of the Parties.

23:06 Employee Early Retirement/Disabled Benefit Plan

23:06(1)(i) That for Retired and Disabled Employees, the Employer agrees to contribute one hundred (100%) percent of the Employee's premium costs for the following Plans:

Ontario Health Tax or a replacement Plan introduced by the Ontario Government

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

Liberty Health (or equivalent) Vision Care

Effective April 1st, 2010

ONE HUNDRED AND EIGHTY-FOUR (\$184.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2011

ONE HUNDRED AND EIGHTY-NINE (\$189.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2012

ONE HUNDRED AND NINETY-FOUR (\$194.00) DOLLARS
Eye Glass Subsidy;

Group Life Insurance

valued at **TEN THOUSAND (\$10,000.00) DOLLARS**
and reducing to **THREE THOUSAND (\$3,000.00) DOLLARS**
Employee paid at age sixty-five (65)

Further to the above, a Retired Employee shall have the option of participating at his/her own cost in a Liberty Health Dental Plan #9 (or equivalent) at the current O.D.A. Fee Schedule and/or continuing his/her Optional Group Life Insurance at the group rates established by the Employer's insurance carrier.

23:06(1)(ii) Spousal Coverage

For Employees who now qualify for Benefits under the provisions of Article 23:06, the Employer agrees to provide continuance of coverage to the spouse and

dependents until the spouse attains the age of sixty-five (65) or upon remarriage, whichever comes first, but in no case shall extend beyond ten (10) years after the death of the Pensioner. (Dependents defined as per existing Plans.)

23:06(2) The above Benefit Plan will be applied in the following manner:

- (i) The Benefit Package will only be paid until the recipient attains the age of sixty-five (65).
- (ii) Eligibility for the Benefit Plan - only Employees of the City who have attained fifteen (15) years of continuous service with City of Greater Sudbury, inclusive of any continuous service with any other Local Municipality or Local Board will be eligible for the above-mentioned Package provided:

- (a) they have elected to apply for and receive either an O.M.E.R.S. Early Retirement Pension within ten (10) years of normal retirement, or an unreduced pension;

OR

- (b) they have elected to apply for and receive an O.M.E.R.S. Disability Pension prior to the age of sixty-five (65);

OR

- (c) when they are no longer an Employee of the City because of a work related disability received while working at and for the City and for which they receive and continue to receive a Permanent WSIB Pension which is and was assessed against the City;

OR

- (d) when they are no longer an Employee of the City because of a disability for which they are receiving benefits from the Weekly Indemnity or Long Term Disability Plan in existence at the City.

- (iii) The Employer is prepared to extend the eligibility for the Employer Paid Retired/Disabled Employee Benefit Plan to those Employees who would have attained fifteen (15) years of continuous service with the City within twelve (12) months of termination of employment due to disability, and commits to not move an eligible disabled Employee to the Retired/Disabled Plan for the first twenty four (24) months of disability.

The effective date of this Retired/Disabled Employee Package would be April 1st, 1987 following ratification of the Contract by the Parties; the Qualifying Date is January 1st, 1987.

23:06(3) It is also to be understood that the payment of LTD Benefits will cease when;

- (a) the gross monthly income payable to the Employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation and supplemental retirement benefits if applicable (including a lump sum benefit for three (3) consecutive years or less) are equal to or greater than the total monthly income payable to the Employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

OR

- (b) when the recipient becomes eligible for a Pension under the O.M.E.R.S. Ninety (90) Factor.

23:07 Bridging Income / Advance Pending WI or LTD Applications

In the event that an Employee has submitted a claim for Weekly Indemnity (WI) Insurance or Long Term Disability (LTD) and more than ten (10) working days have passed since the claim was submitted to the Employer's Insurance Carrier and either:

- (a) the Claim has neither been approved or denied or
- (b) the Claim has been denied, and the Employee has elected to appeal the Claim within thirty (30) days of being advised of the denial of his/her claim

The Employer will offer the option of using their current year's vacation entitlement as bridging income. If the Employee declines to use their vacation, then the Employee can make a verbal request to the Co-ordinator of Payroll, Benefits and Rehabilitation or his/her designate, for an advance of up to five (5) weeks of wages. The advance will occur if the Employee and the Union agree in writing to allow the Employer to recover the advance from the Employee as follows:

- (c) if the Claim is subsequently approved, by having the Employee "sign over" their benefit payment to CGS for application against the advance, with any residual amount being recovered from the Employees' pay on their return to work per (d) and (e) below or;
- (d) if the Claim is ultimately denied, the advance is to be recovered from the Employee's pay on the Employee's return to work, with the re-payment period commencing at the beginning of the second (2nd) full pay period after the Employee's return to work, and with the re-payment period typically not to exceed ten (10) pay periods twenty (20) weeks.
- (e) the exact repayment arrangements will be in writing and agreed to between the Employee, the Union and the Employer.

An additional five (5) week advance will be available on an exception basis for very complex cases.

The Employer will maintain the Health and Dental Benefits for Employees throughout the WI application and Appeal periods and will continue to provide those coverages if the Employee is ultimately denied benefits, provided the Employee continues to provide CGS with medical evidence, acceptable to CGS that they are continuing to work toward their own rehabilitation. That evidence needs to be satisfactory to the Co-ordinator of Payroll, Benefits, and Rehabilitation, otherwise the Employee will then be placed on an unpaid Leave of Absence and required to pre-pay the premiums at their own expense to maintain their Health and Dental Coverages.

This requirement will also apply to classes of Employees who receive Health and Dental Benefits from CGS, but whom are ineligible for WI/LTD benefits.

ARTICLE 24:00 - GENERAL WAGE INCREASE

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

24:01(1) Effective April 1st, 2010, a two point five (2.5%) percent General Wage Increase be applied to those rates shown on Schedule "A" as in effect on March 31st, 2010.

24:01(2) Effective April 1st, 2011, a two point four (2.4%) percent General Wage Increase be applied to those rates in effect on March 31st, 2011, as per Schedule "A" of the Collective Bargaining Agreement.

24:01(3) Effective April 1st, 2012, a two point three (2.3%) percent General Wage Increase be applied to those rates in effect on March 31st, 2012 as per Schedule "A" of the Collective Bargaining Agreement.

ARTICLE 25:00 - SICK LEAVE

25:01 All Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-law of the City of Greater Sudbury and statutory amendments thereto. It is agreed and understood that the Sick Leave By-law of the Employer will not be amended during the life of this Agreement so as to adversely affect the Employees covered by this Agreement. The Parties acknowledge that all Sick Leave Banks under the Employer's Sick Leave By-law were frozen with the implementation of the Weekly Indemnity and Long Term Disability Plans, for Employees covered under this Agreement. Employees shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-law, with respect to these frozen banks only.

ARTICLE 26:00 - BEREAVEMENT LEAVE

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

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

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

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

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

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

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

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

26:07 Travel to Attend At a Service

In the event that a death of a member of the Employee's Family as defined in Article 26:01 requires the Employee to travel more than two hundred (200) kilometres (one way) to attend at the Service, an additional two (2) days with pay shall be allowed if requested in writing by the Employee, prior to departure. In the event that a death of a member of the Employee's Family as defined in Article 26:02 requires the Employee to travel more than two hundred (200) kilometres (one way) to attend at the Service, an additional two (2) days without pay shall be allowed if requested in writing by the Employee, prior to departure.

26:08 Any Employee not covered under the paid Bereavement Leave provisions above is entitled to be away from work for the same amount of time as Permanent and Probationary Employees. It is understood that such leave will be unpaid.

ARTICLE 27:00 - JOB EVALUATION

27:01 The Job Evaluation Plan

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

27:02 Jobs Covered by the Job Evaluation Plan

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

27:03 Identification of Jobs in Salary Schedule

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

27:04 The Job Evaluation Manual

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

27:05 Rights of the Parties

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

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

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

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

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

27:06 Salary Schedule

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

- (1) The Salary Schedule shall be a salary range schedule with a total of fifteen (15) salary groups.
- (2) Each salary group is composed of five (5) steps. It is acknowledged that Groups One (1) through Three (3) inclusive utilize only the first three (3) steps. The time interval required for Annual Increments shall be in accordance with Article 14 of the Collective Bargaining Agreement.
- (3) When an Incumbent is promoted from one (1) salary group to another he/she shall be promoted in accordance with the Promotion Rule (Article 14 - 14:11(3)).
- (4) The relationship between the salary group and the point range will be 23 points for the first salary group and for each salary group thereafter.

27:07 Retroactivity

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

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

27:08 Hiring Rates

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

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

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

27:09 Red Circling/Downgrading

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

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

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

ARTICLE 28:00 - DEFINITIONS

28:01 **A PERMANENT EMPLOYEE** - Is an Employee who has successfully completed the probationary period in the services of the Employer.

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

28:03(1) **A REGULAR PART TIME EMPLOYEE** - is an Employee who is hired to regularly work not more than twenty four (24) hours within a seven (7) day period Saturday to Friday performing work of the Bargaining Unit. It is expressly understood that Regular Part Time Employees shall not be guaranteed a specified number of hours per week and hours of work may not be the same as Full Time Employees. Regular Part Time Employees shall be scheduled for work, and called into work when additional work becomes available.

A Regular Part Time posting is one that meets the above criteria.

28:03(2) **A CASUAL/SEASONAL PART TIME EMPLOYEE** - is an Employee who is hired to regularly work not more than twenty-four (24) hours within a seven (7) day period Saturday to Friday performing work of the Bargaining Unit. Casual/Seasonal Part Time Employees are hired to either work an irregular number of hours week to week, or to work Part Time hours but for a term, season or other limited period of time. It is expressly understood that Casual/Seasonal Part Time Employees shall not be guaranteed a specified number of hours per week and hours of work may not be the same as Full Time Employees. Casual/ Seasonal Part Time Employees shall be called into work/scheduled as required. An Employee will be designated as either Casual, or Seasonal in his/her Offer Letter of Employment/Promotion, and his/her classification will be stated therein. If the Employee is denoted Seasonal, his/her expected Employment term will also be stated in his/her Offer Letter. A copy of the Offer Letter will be forwarded to the Secretary of the Union. The Union will also be advised of the Employee's initial Reporting Depot.

28:04 **A TEMPORARY EMPLOYEE** - is an Employee who is hired to work for a period of no longer than seven (7) consecutive months in the service of the Employer. Unless posted under the terms of Article 10:01(5)(c), a Temporary Employee shall not establish seniority except when such an Employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. The Employee shall then automatically rank as a Permanent Full Time/Regular Part Time Employee (as appropriate). For such Employee, his/her seniority shall then be established from his/her latest date of continuous service with the Employer. The employment of such Employee may be terminated at any time during the first seven (7) consecutive months without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 18 hereof, as the basis of termination.

In the case of a Temporary Employee hired as a result of a Pregnancy or Parental leave, the above time frames shall be deemed to be twelve (12) months.

It is understood that Casual/Seasonal Employees are not Temporary Employees.

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

28:05(2)(a) Without resorting to the Job Posting Procedure under Article 10, the Employer is entitled to employ Temporary Employees who are Students during the period of April 15th to September 15th inclusive, each year, to perform work for the Employer.

28:05(2)(b) The wage rate for a Summer Student shall be **ELEVEN DOLLARS AND TWENTY CENTS (\$11.20)** per hour.

Effective April 1st, 2011 the wage rate for a Summer Student shall be **ELEVEN DOLLARS AND FORTY-SEVEN CENTS (\$11.47)**.

Effective April 1st, 2012 the wage rate for a Summer Student shall be **ELEVEN DOLLARS AND SEVENTY-THREE CENTS (\$11.73)**.

28:05(2)(c) The wage rate for a Summer Student hired to work in the Construction Services Section of the Infrastructure Department shall be **TWELVE DOLLARS AND NINETY-FIVE CENTS (\$12.95)** per hour.

Effective April 1st, 2011 the wage rate for a Summer Student hired to work in the Construction Services Section of the Infrastructure Department shall be **THIRTEEN DOLLARS AND TWENTY-SIX CENTS (\$13.26)**,

Effective April 1st, 2012 the wage rate for a Summer Student hired to work in the Construction Services Section of the Infrastructure Department shall be **THIRTEEN DOLLARS AND FIFTY-SIX CENTS (\$13.56)**.

28:05(3)(a) If a student is assigned to relieve an incumbent then the student will be paid Step 1 of the pay group in which the incumbent's classification has been evaluated. In determining whether or not an incumbent's position is being relieved, the duties being performed by the student will be compared to the duties performed by the incumbent.

28:05(3)(b) If a student is working as an extra employee in a classification and is expected to perform the majority of the duties of the classification, the student will be paid Step 1 of the pay group in which that classification has been evaluated. In determining whether or not the student is performing the majority of the duties the classification, such determination will be assessed against the job description of the classification.

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

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

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

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

ARTICLE 29:00 - CONTRACTING OUT

29:01 The Parties hereto agree that for the Term of this Agreement there shall be no restriction on contracting out by the Employer of their work or services of a kind now performed by Employees herein represented; provided, however, that no Permanent Employee of the Employer shall, as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

The Employer shall give thirty (30) calendar days prior notice to the Union of its intention to contract out work. No notice of contracting out is required where:

- (a) the work is not currently performed by members of the Bargaining Unit, or;
- (b) the work is currently contracted out, or;
- (c) the work involves the rental of operated or non-operated equipment for periods of thirty (30) days or less.

ARTICLE 30:00 - TERM OF AGREEMENT

30:01 This Agreement shall be in effect from the 1st day of April, 2010 and shall remain in effect until the 31st day of March, 2013, unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

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

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

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

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

ARTICLE 32:00 - SCHEDULES

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

Schedule "A"	Job Groups - Classifications, Pay Plan.
Schedule "A-1"	Information Technology (IT) Pay Plan.
Schedule "B"	Provisions Specific to Long Term Temporary Employees-Ontario Works.
Schedule "C"	Provisions Specific to Part Time Employees.
Schedule "D"	Provisions Specific to Employees of the Development Approvals, Construction Services, Project Engineering and Building Services Sections.
Schedule "E"	Provisions Specific to Employees of the Leisure, Community and Development Services Division.
Schedule "F"	Provisions Specific to Employees of the Business Development Section and Tourism and Cultural Industries.
Schedule "G"	Provisions Specific to Employees of the Emergency Medical Services Division.

Schedule "H"	Provisions Specific to Transit Operators.
Schedule "I"	Provisions Specific to Employees of the Citizen Services Division.
Schedule "J"	Provisions Specific to Employees of the Children Services Division.
Schedule "K"	Advance Vacation Pay Request Form.
Schedule "L"	Application Form - Bereavement Leave Pay.

ARTICLE 33:00 - AGREEMENT - SIGNING AUTHORITIES

33:01 In Witness Whereof the Parties hereto have set their hands and corporate seals to this Agreement.

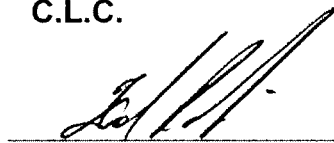
DATED at the City of Greater Sudbury, Ontario this 11th day of February A. D. 2011.

THE CITY OF GREATER SUDBURY

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



MAYOR



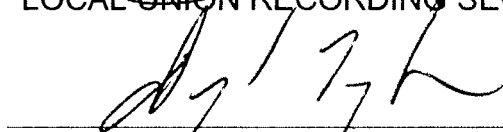
LOCAL UNION PRESIDENT



CLERK



LOCAL UNION RECORDING SECRETARY



BARGAINING COMMITTEE MEMBER



BARGAINING COMMITTEE MEMBER



CUPE NATIONAL SERVICING
REPRESENTATIVE

SCHEDULE "A"

JOB GROUPS - CLASSIFICATIONS

Chief Administrative Officer	CAO
Administrative Services Division	AS
Finance Division	FN
Human Resources and Organizational Development Division	HR
Community Development Department	CD
Growth and Development Department	GD
Infrastructure Services Department	IS
Emergency Services Division	ES

GROUP	JOB EVALUATION CLASSIFICATION	DEPARTMENT
GROUP 1	(- 183)	
	Assistant Lifeguard	CD
	Brochure Clerk	GD
	Page	CD
GROUP 2	(184 – 207)	
	Document Imaging Clerk	AS
	Transit Clerk	GD
GROUP 3	(208 – 231)	
	Acquisition/Processing Clerk (Part Time)	CD
	Cashier (Transit)	GD
	Clerk-Receptionist (Lionel E. Lalonde Centre)	ES
	Leisure Instructor	CD
	Mail Clerk (Libraries)	CD
	Solid Waste Field Technician (Part Time)	GD
	Transit Kiosk Clerk	GD
	Water/Wastewater GIS Project Assistant (Co-Op)	IS
	Water/Wastewater Project Assistant (Co-Op)	IS
GROUP 4	(232 – 255)	
	Clerk Receptionist (Building Services)	GD
	Clerk Receptionist (Ontario Works)	CD
	Clerk Typist (Parking)	GD
	Client Service Clerk - Children's Service	CD
	Day Care Assistant	CD
	Depot Clerk	IS
	Equipment/Vehicle Technician	ES
	Event Sales Clerk	CD
	Facility Clerk/Receptionist	CD
	Information Clerk-Typist (Transit)	GD
	Mail Clerk (Tom Davies Square)	AS
	mysudbury Project Assistant	GD
	Program Assistant/Janitor	CD
	Receptionist Clerk-Typist (Parks)	CD
	Records Clerk/Typist (Engineering Services)	IS
	Rodperson	GD/IS
	Special Project Clerk	GD
	Stenographer/Receptionist	GD

GROUP 5	(256 – 279)	
	Call Centre Representative (Tom Davies Square)	CD
	Circulation Assistant	CD
	Clerk Receptionist (Part Time) (Cemetery Services)	CD
	Clerk-Typist (Airport)	GD
	Clerk-Typist (Budgets and Central Inventory)	IS
	Construction Services Clerk	IS
	Drafting Clerk	IS
	Engineering and Construction Clerk	IS
	Facility Management Clerk	ES
	Parking Ticket Clerk	AS
	Processor	CD
	Receptionist (Howard Armstrong Recreation Centre)	CD
	Relief Customer Service Representative/Clerk	GD
	Soils Testing Assistant (Seasonal)	IS
	Stenographer/Receptionist (Claims and Support or Roads)	IS
	Swimming Instructor/Lifeguard	CD
GROUP 6	(280 – 303)	
	By-Law and Licensing Clerk	GD
	Clerical Support (Special Programs)	CD
	Clerk Receptionist (Supplies and Services)	FN
	Client Service Clerk	CD
	Control Survey Assistant	GD
	Customer Service Clerk	FN
	Customer Service Clerk -Tax	FN
	Customer Service Clerk - Current Accounting	FN
	Home Bound Services Assistant	CD
	Lead Equipment Vehicle Technician	ES
	Leisure Specialty Instructor	CD
	M.M.M.S. Clerk	IS
	Mail and Duplicating Equipment Operator	AS
	Payroll Clerk (Operations)	IS
	Payroll/Finance Clerk (Emergency Services)	ES
	Payroll/Finance Clerk (Financial and Support Services)	IS
	Permit/Application Reviewer	GD
	Prosecution Secretary	AS
	Receptionist/Stenographer	GD
	Secretary - Development Engineering	GD
	Secretary (Growth and Development)	GD
	Secretary (Finance)	FN
	Solid Waste Educator (Part Time)	GD
	Timekeeping Clerk (Transit)	GD
	Waste Management Clerk	GD
GROUP 7	(304 – 327)	
	Acquisitions and Orders Assistant	CD
	Assistant Facility Booking/Leisure Clerk	CD
	Branch Assistant	CD
	Bus Operator	GD
	Case Aide	CD
	Citizen Service Representative (Tom Davies Square)	CD
	Court Administration Clerk	AS

Customer Service Representative (Waste)	GD
Data and Records Co-Ordinator	ES
Dispatcher	IS
Human Resources Assistant	IS
Inter Library Loan Technician	CD
Junior By-Law Enforcement Officer	GD
Logistics Co-Ordinator	ES
Maintenance Clerk	GD
Permit Customer Services Clerk	GD
Planning Committee Secretary	AS
Records Clerk	IS
Relief Dispatch/Support Clerk	IS
Secretary - Committee of Adjustments/Consents	GD
Secretary/Community and Strategic Planning	GD
Secretary - Development Approvals	GD
Secretary (Engingeering IS)	IS
Secretary (Recreation Services)	CD
Secretary/Environmental Planning Initiatives	GD
Secretary to the Chief Executive Officer of the Greater Sudbury Airport	GD
Secretary/Receptionist (Roads)	IS
Secretary/Site Plan Control Officer Assistant	GD
Special Events Officer	CD
Technical Services Clerk	IS
Tourism/Cultural Development Assistant	GD
Transit Administration Clerk	GD
Vital Statistics Clerk	AS
Youth Strategy Co-Ordinator	GD

GROUP 8

(328 – 351)

Assistant Pool Operator	CD
Bookkeeper - Current Accounting	FN
Bookkeeper – Tax	FN
Co-ordinated Access Representative	CD
Council Secretary	AS
Court Clerk/Monitor	AS
Legal Secretary	AS
M.M.M.S. Data Clerk	IS
Payroll Clerk (Finance)	FN
Real Estate Secretary	GD
Secretary (Arena)	CD
Secretary (Community Partnerships)	CD
Secretary to the Manager of Parks Services	CD
Secretary to the Manager of Supplies and Services/Purchasing Agent	FN
Transportation Technician	IS
Web Support/Office Assistant	AS

GROUP 9

(352 – 375)

Accounts Clerk	CD
Adult Senior and Client Education Programmer	CD
Archivist Technician	CD
Cataloguing Technician	CD
Cemetery Services Clerk	CD

Children and Teens Programmer	CD
Citizen Service Representative (including Library Services)	CD
Energy Clerk	GD
Financial Clerk (Housing)	CD
Heritage and Exhibits Programmer	CD
Information Technician	CD
Lead Permit Customer Services Clerk	GD
Levelperson	IS
Library Events Programmer	CD
Licensing Officer	GD
Material Controller	IS
Program Performance Analyst	ES
Project Research Clerk	GD
Special Project Co-Ordinator (Temporary)	GD
Subsidy Claims Clerk	CD

GROUP 10 (376 – 399)

Best Start Marketing Co-ordinator	CD
Best Start Research Analyst	CD
Budget Co-ordinator	IS
Business Information and Communications Officer	GD
Call Centre Lead	CD
Computer/Print Shop Operator	AS
CRM Software Administrator	CD
Draftsperson	IS
Emergency Management Officer	ES
Engineering Review Technician	IS
GIS Technician	IS
Graphic Designer	AS
Lead Facility Booking/Registration Clerk	CD
M.M.M.S. Technician	IS
Market Square Officer	GD
Parking Section Administrator	GD
POA Collections Clerk	AS
Property Draftsperson	IS
SCADA Support Technician	IS
Senior Payroll/Finance Clerk	ES
Support Technician	AS
Telecommunications Technician	AS
Web/Marketing Assistant	GD
Web Support Technician	AS

GROUP 11 (400 – 423)

Accountant	CD
Accountant – Tax	FN
Accounts Payable Lead	FN
Best Start Child Care Representative	CD
Best Start Program Accountant	CD
Budget Analyst	FN
Caseworker	CD
Children's Services Representative	CD
Early Childhood Educator	CD
Eligibility Control Officer	CD
Employment Counsellor	CD

GIS Specialist	IS
Law Clerk	AS
Network Specialist	AS
POA Collections Co-ordinator	AS
Primary Care Paramedic	ES
Programmer/Analyst	AS
Project Co-ordinator (Waste)	GD
Senior Support Technician	AS
Technical Co-ordinator - Tourism	GD
Time and Labour Payroll Analyst	FN
Vertical Control Person	GD

GROUP 12 (424 – 447)

Accountant	FN
Archival and Local History Librarian	CD
Best Start Program Quality Monitor	CD
Capital Projects Inspector	GD
Cartographic/GIS Technician	GD
Cartographic/GIS Technician (Planning)	GD
Children's Librarian	CD
Citizen Service Centre Lead	CD
City Archivist (formerly Community Archivist)	CD
Claims Management Co-ordinator	IS
Collections Librarian	CD
Community Portal Administrator (Temporary)	GD
Communications Officer	AS
Co-ordinator Earthcare Sudbury Initiatives	GD
Co-ordinator of Outreach Programs and Partnerships	CD
Curator	CD
Draftsperson – Technician	IS
Eligibility Review Officer	CD
Employment Support Analyst	CD
F.I.S. Functional Analyst (Finance)	FN
Field Inspector	GD
Information Librarian	CD
Instrumentperson	IS
Laboratory Technologist	IS
Lake Water Quality Program Co-ordinator	GD
Lead Designer/Web and Graphics	AS
Lead Payroll Analyst	FN
Program Quality Co-ordinator	CD
Reader's Advisory Service Librarian	CD
Senior Support Technician (SCADA Specialist)	IS
Senior Teacher	CD
Soils Testing Technician	IS
Supplies and Services Co-ordinator	FN
Survey Technician	GD
Traffic and Transportation Technologist	IS
Virtual Librarian	CD
Water/Wastewater Facilities Inspector	IS

GROUP 13 (448 – 471)

Advanced Care Paramedic	ES
Budget Accountant	FN

Building Inspector	GD
Building Services Technician	GD
Case Presenting Officer	CD
Control Draftsperson (Lead Hand)	IS
Co-ordinator of Waste Disposal	GD
Co-ordinator of Waste Diversion	GD
Data Integration Specialist	ES
Development Engineering Technician	GD
Drainage Engineering Technician	IS
Engineering As-Builts Examiner	IS
Engineering Technician	IS
Facility Pool Operator	CD
Family Support Worker	CD
Financial Analyst	FN
F.I.S. Senior Functional Analyst	FN
French Language Services Co-ordinator/Translator	AS
Housing Services Technologist	CD
Program Co-ordinator (Waste Management)	GD
Property Administrator	GD
Senior Planning Technician	GD
Senior Programmer/Analyst	AS
Web Administrator/Developer	AS
GROUP 14 (472 – 495)	
Accountant [Housing]	CD
By-Law Enforcement Officer	GD
CADD Technician	IS
Cartographic/GIS Technologist	GD
Children's Services Planner	CD
Control Survey Leader	GD
Co-ordinator of Library Collections	CD
Database Administrator	AS
Database Administrator/System Specialist	AS
Economic Development Officer - Tourism	GD
Investment Officer	FN
Project Analyst	AS
Prosecutor	AS
Risk Management/Insurance Officer	FN
Senior Accountant - Current Accounting	FN
Subdivision/Site Plan Control Officer	GD
Survey Technologist	GD
System Specialist	AS
Technologist	IS
Traffic and Transportation Engineering Analyst	IS
GROUP 15 (496 – 519)	
Co-ordinator of Traffic and Transportation Engineering Services	IS
Customer Services Representative/Plans Examiner	GD
Plans Examiner	GD
Platoon Trainer	ES
Real Estate Appraiser	GD
Senior Accountant - Tax	FN

SCHEDULE "A" - PAY PLAN - MARCH 31ST, 2010

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

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	\$19.23	\$19.87	\$20.54	\$21.28	\$21.93
5	\$19.48	\$20.16	\$20.87	\$21.70	\$22.51
6	\$19.87	\$20.81	\$21.67	\$22.53	\$23.38
7	\$20.48	\$21.33	\$22.20	\$23.02	\$23.96
8	\$21.08	\$21.90	\$22.68	\$23.47	\$24.46
9	\$21.63	\$22.58	\$23.47	\$24.50	\$25.60
10	\$22.24	\$23.32	\$24.46	\$25.60	\$26.84
11	\$23.24	\$24.51	\$25.91	\$27.43	\$28.86
12	\$24.92	\$26.48	\$28.13	\$29.81	\$31.42
13	\$26.88	\$28.37	\$29.90	\$31.33	\$32.90
14	\$29.08	\$30.64	\$32.25	\$33.76	\$35.71
15	\$30.44	\$32.21	\$33.91	\$35.64	\$37.39

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2010

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$9.29	\$9.88	\$10.10		
2	\$13.60	\$14.04	\$14.46		
3	\$17.20	\$18.99	\$19.62		

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	\$19.71	\$20.37	\$21.05	\$21.81	\$22.48
5	\$19.97	\$20.66	\$21.39	\$22.24	\$23.07
6	\$20.37	\$21.33	\$22.21	\$23.09	\$23.96
7	\$20.99	\$21.86	\$22.76	\$23.60	\$24.56
8	\$21.61	\$22.45	\$23.25	\$24.06	\$25.07
9	\$22.17	\$23.14	\$24.06	\$25.11	\$26.24
10	\$22.80	\$23.90	\$25.07	\$26.24	\$27.51
11	\$23.82	\$25.12	\$26.56	\$28.12	\$29.58
12	\$25.54	\$27.14	\$28.83	\$30.56	\$32.21
13	\$27.55	\$29.08	\$30.65	\$32.11	\$33.72
14	\$29.81	\$31.41	\$33.06	\$34.60	\$36.60
15	\$31.20	\$33.02	\$34.76	\$36.53	\$38.32

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2011

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$9.51	\$10.12	\$10.34		
2	\$13.93	\$14.38	\$14.81		
3	\$17.61	\$19.45	\$20.09		

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	\$20.18	\$20.86	\$21.56	\$22.33	\$23.02
5	\$20.45	\$21.16	\$21.90	\$22.77	\$23.62
6	\$20.86	\$21.84	\$22.74	\$23.64	\$24.54
7	\$21.49	\$22.38	\$23.31	\$24.17	\$25.15
8	\$22.13	\$22.99	\$23.81	\$24.64	\$25.67
9	\$22.70	\$23.70	\$24.64	\$25.71	\$26.87
10	\$23.35	\$24.47	\$25.67	\$26.87	\$28.17
11	\$24.39	\$25.72	\$27.20	\$28.79	\$30.29
12	\$26.15	\$27.79	\$29.52	\$31.29	\$32.98
13	\$28.21	\$29.78	\$31.39	\$32.88	\$34.53
14	\$30.53	\$32.16	\$33.85	\$35.43	\$37.48
15	\$31.95	\$33.81	\$35.59	\$37.41	\$39.24

SCHEDULE "A" - PAY PLAN - APRIL 1ST, 2012

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$9.73	\$10.35	\$10.58		
2	\$14.25	\$14.71	\$15.15		
3	\$18.02	\$19.90	\$20.55		

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	\$20.64	\$21.34	\$22.06	\$22.84	\$23.55
5	\$20.92	\$21.65	\$22.40	\$23.29	\$24.16
6	\$21.34	\$22.34	\$23.26	\$24.18	\$25.10
7	\$21.98	\$22.89	\$23.85	\$24.73	\$25.73
8	\$22.64	\$23.52	\$24.36	\$25.21	\$26.26
9	\$23.22	\$24.25	\$25.21	\$26.30	\$27.49
10	\$23.89	\$25.03	\$26.26	\$27.49	\$28.82
11	\$24.95	\$26.31	\$27.83	\$29.45	\$30.99
12	\$26.75	\$28.43	\$30.20	\$32.01	\$33.74
13	\$28.86	\$30.46	\$32.11	\$33.64	\$35.32
14	\$31.23	\$32.90	\$34.63	\$36.24	\$38.34
15	\$32.68	\$34.59	\$36.41	\$38.27	\$40.14

Note to Schedule "A"

Note #1 The Parties agree that Employees in the classification of Bus Operator on the date of ratification of the 2010 - 2013 Collective Bargaining Agreement shall continue to be paid the rate of **Twenty-Four Dollars and Ten Cents (\$24.10)** (i.e. April 1st, 2010 \$ 24.70; April 1st, 2011 \$ 25.29; April 1st, 2012 \$25.87) under this Collective Bargaining Agreement, and shall be subject to all General Wage increases negotiated.

Note #2 No employee will be paid less than the Ontario Minimum Wage rate.

SCHEDULE "A-1"

INFORMATION TECHNOLOGY (IT) PAY PLAN - MARCH 31ST, 2010

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

INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1ST, 2010

Level	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1	Support Technician SCADA Support Technician Telecommunications Technician	\$28.42	\$30.03	\$31.51	\$33.06	\$34.90
2	Web Support Technician Senior Support Technician Programmer/Analyst Senior Support Technician (SCADA Specialist) Network Specialist Community Portal Administrator	\$31.24	\$32.97	\$34.62	\$36.31	\$38.38
3	Web Administrator/Developer Senior Programmer/Analyst	\$32.66	\$34.46	\$36.19	\$37.95	\$40.12
4	Systems Specialist	\$35.11	\$36.98	\$38.91	\$40.78	\$43.12
5	Database Administrator Database Administrator/System Specialist Project Analyst	\$36.31	\$38.00	\$39.81	\$41.71	\$43.74

INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1ST, 2011

Level	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1	Support Technician SCADA Support Technician Telecommunications Technician	\$29.10	\$30.75	\$32.27	\$33.85	\$35.74
2	Web Support Technician Senior Support Technician Programmer/Analyst Senior Support Technician (SCADA Specialist) Network Specialist Community Portal Administrator	\$31.99	\$33.76	\$35.45	\$37.18	\$39.30
3	Web Administrator/Developer Senior Programmer/Analyst	\$33.44	\$35.29	\$37.06	\$38.86	\$41.08
4	Systems Specialist	\$35.95	\$37.87	\$39.84	\$41.76	\$44.15
5	Database Administrator Database Administrator/System Specialist Project Analyst	\$37.18	\$38.91	\$40.77	\$42.71	\$44.79

INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1ST, 2012

Level	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1	Support Technician SCADA Support Technician Telecommunications Technician	\$29.77	\$31.46	\$33.01	\$34.63	\$36.56
2	Web Support Technician Senior Support Technician Programmer/Analyst Senior Support Technician (SCADA Specialist) Network Specialist Community Portal Administrator	\$32.73	\$34.54	\$36.27	\$38.04	\$40.20
3	Web Administrator/Developer Senior Programmer/Analyst	\$34.21	\$36.10	\$37.91	\$39.75	\$42.02
4	Systems Specialist	\$36.78	\$38.74	\$40.76	\$42.72	\$45.17
5	Database Administrator Database Administrator/System Specialist Project Analyst	\$38.04	\$39.80	\$41.71	\$43.69	\$45.82

It is agreed that the incorporation of the Information Technology (IT) Pay Plan Schedule "A-1" into the 2010-2013 Collective Bargaining Agreement is contingent on the following:

1. That the positions listed above shall be maintained at the ratings established under the Joint Rating Committee Job Evaluation Plan.
2. That, as a result of market conditions, the above positions shall not be paid in accordance with Pay Schedule "A", but be paid in accordance with the above Pay Schedule "A-1".
3. That if and when market conditions change, the above positions will be re-evaluated.

4. Employees in the classifications of System Specialist, Senior Technician and Network Specialist will be offered Regular Standby duty on a weekly rotating basis. Should the number of Employees participating in the rotation fall below four (4), the junior Employee(s) in the above classifications who is not participating will be assigned to the schedule, to ensure a minimum rotation of four (4) Employees. Employees assigned to Regular Weekly Standby (Friday at 8:00 a.m. to the succeeding Friday at 8:00 a.m. inclusive), shall receive **Two Hundred and Twenty-Three Dollars and Seventy-Once Cents (\$223.71)** per week. Effective April 1st, 2011, this rate will increase to **Two Hundred and Twenty-Nine Dollars and Eight Cents (\$229.08)**. Effective April 1st, 2012, this rate will increase to **Two Hundred and Thirty-Four Dollars and Thirty-Five Cents (\$234.35)**. Transportation from the Employee's residence to the trouble site and return will be provided when the Employee is called out to work while on Standby Duty. Employees on Standby will be assigned a notebook computer and pager or cell phone when on Standby to respond to calls. Any overtime worked while on Standby will be paid pursuant to Article 12:04, Article 14:03, Article 14:04 and Article 14:05.

SCHEDULE "B"

PROVISIONS SPECIFIC TO LONG TERM TEMPORARY EMPLOYEES - ONTARIO WORKS

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

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

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

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

Schedule "B" Seniority

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

- (1) Schedule "B" Employees shall have no seniority or seniority rights under the Collective Bargaining Agreement except as hereinafter provided;
- (2) Schedule "B" seniority shall be defined as the length of service (continuous and non-continuous) in the employ of the Employer within the Bargaining Unit. Schedule "B" seniority shall not accrue during time on layoff. Schedule "B" seniority shall be separate and subordinate to seniority of Permanent Employees and Part Time Employees for all purposes of the Collective Bargaining Agreement with the following exceptions:
 - (a) For Job Postings for the classification of Caseworker only, Article 10:01(1) shall apply except that a Schedule B Caseworker's order of consideration shall be ahead of Regular Part Time Employees and after Permanent Full Time Employees. Specifically, if there is no applicant having the qualifications contained in the job description from amongst the Permanent Full Time Employees, then second consideration shall be given to applications from "Schedule B" Caseworkers and third consideration will be given to applications from Regular Part Time Employees. The remainder of Article 10:01(1) will then apply
- (3) Notwithstanding Article 9:01(4) of the Collective Bargaining Agreement, Schedule "B" Employees shall cease to hold Schedule "B" seniority rights and employment rights shall terminate for any of the following reasons:
 - (a) After twelve (12) continuous months of layoff; the other provisions of Article 9:01 apply to Schedule "B" Employees.
- (4) The Employer shall maintain and post in April and October of each year, with a copy to the Local Union, a Schedule "B" Seniority List.

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

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

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

B:03(2)(b) Notwithstanding the provisions of Article 8:10(1), should a Schedule "B" Employee attain Permanent Employment status, that Employee shall be credited with all Schedule "B" seniority, and ranked on the Permanent Seniority List accordingly. His/her seniority rights can only be applied to vacancies, layoffs and recalls under this Collective Bargaining Agreement. It is expressly understood that Schedule "B" Employees who attain permanency status shall be treated as new Employees for the purposes of vacation entitlements, and other provisions of the Collective Bargaining Agreement. Pension credits shall operate in accordance with OMERS requirements and Pension Law.

B:04 Layoffs

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

B:05 Recalls

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

B:06 ARTICLE 12:00 - Holiday Pay

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

B:07 ARTICLE 13:00 - Annual Vacations

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

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

B:07(2) Any Schedule "B" Employee with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the Term of this Agreement, shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Article B:07(1), as it relates to a calendar year, and to

receive pay for such absence at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation.

The above will apply net of any vacation pay Schedule "B" Employees received on their pay cheques prior to ratification of the 2010 Agreement, unless the Employee elects to repay the vacation pay earned from January 1st, 2010 to date of ratification.

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

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

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

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

It is expressly understood that this language in the Agreement does not apply to Schedule "B" Employees.

B:10 ARTICLE 16:00 Pregnancy and Parental Leave

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

B:11 ARTICLE 23:00 - Benefits

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

(i) **Liberty Health Comprehensive Extended Health Care**

Effective July 1st, 2010

THREE HUNDRED AND FIFTY-ONE (\$351.00) DOLLARS every two (2) years
Eye Glass Subsidy;

Effective April 1st, 2011

THREE HUNDRED AND SIXTY (\$360.00) DOLLARS
Eye Glass Subsidy;

Effective April 1st, 2012

THREE HUNDRED AND SIXTY-NINE (\$369.00) DOLLARS
Eye Glass Subsidy;

Effective July 1st, 2010

One (1) eye examination every twenty-four (24) months, to a cap of **SIXTY-FIVE (\$65.00) DOLLARS**;

Effective April 1st, 2011

One (1) eye examination every twenty-four (24) months, to a cap of **SEVENTY-FIVE (\$75.00) DOLLARS**;

Effective April 1st, 2012

One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY-FIVE (\$85.00) DOLLARS**;

The Hearing Aid Subsidy to be

SIX HUNDRED AND FIFTY (\$650.00) DOLLARS every five (5) years;

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

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

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

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

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

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

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

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

Article 28 - Definitions applies to Long Term Temporary Employees, and is amended for purposes of this Schedule to include the following definition:

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

SCHEDULE "C"

PROVISIONS SPECIFIC TO PART TIME EMPLOYEES

All provisions of the Collective Bargaining Agreement shall apply to all Part Time Employees in the Local 4705 OCT Inside Unit except as follows:

C:01 ARTICLE 6:05 - Employee Records

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

C:02 ARTICLE 8:03 - Probationary Period

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

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

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

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

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

C:04(1) ARTICLE 10:03 - Trial Period

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

C:04(2) Article 10:01(5)(a) Limited Position

Shall apply to Part Time Employees save that a Part Time Employee who is the successful applicant to a Limited Full Time Job Posting will be subject to work the normal weekly hours indicated for the position for the term of the Limited Posting, e.g. thirty-five (35) hours per week, forty (40) hours per week.

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

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

C:06 **ARTICLE 12:00 - Specified Paid Holidays**

Shall apply to Regular Part Time Employees. However, the eligibility for payment and amount of Specified Holiday Pay owed to the Regular Part Time Employee, shall be as prescribed in the *Employment Standards Act*.

Casual/Seasonal Part Time Employees shall receive Statutory Holiday Pay in accordance with the *Employment Standards Act*. Student Employees as defined in Article 28:03(2) shall be considered Casual/Seasonal Employees.

C:07 **ARTICLE 13:00 - Annual Vacations**

Shall not apply to Part Time Employees rather, Part Time Employees shall receive four (4%) percent of their gross earnings with each payroll cheque. Part Time Employees shall be granted, at their option, unpaid leave equivalent to their vacation pay (i.e. two (2) weeks), however their rights to scheduling vacation shall be subordinate to the rights of Full Time Employees, regardless of their level of seniority related to Full Time Employees. Should a Part Time Employee transfer to Full Time, they will in the year following be entitled to the vacation that their seniority dictates as a Full Time Employee less their accrued vacation pay received to that date.

C:08 **ARTICLE 14:01 - Hours of Work**

Shall not apply to Part Time Employees, rather, Part Time Employees shall not be guaranteed a specific number of hours per week and hours of work may not be the same as Full Time Employees. The normal work week shall not be more than twenty-four (24) hours during the period Saturday to Friday inclusive.

C:09 **ARTICLE 14:02 - Rest Periods**

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

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

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

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

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

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

Shall apply, however, overtime shall be offered to Part Time Employees only after it is offered to Permanent and Probationary Employees and before it is offered to Temporary Employees in each section. Overtime rates shall be paid at the rate of time and one-half (1½) the Employee's regular rate and shall be paid for all hours worked in excess of thirty-five (35) hours in a week or seven (7) hours in a day.

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

When overtime has been offered to all Full Time and to all Part Time staff who qualify for overtime and has been refused by said staff, overtime shall be assigned to qualified Part Time staff with the lowest seniority.

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

C:13 ARTICLE 14:08 - Shift Differential

Shall apply, but only to Regular Part Time Employees.

C:14 ARTICLE 14:09 - Annual Review

Article 14:09 (Annual Review), shall apply to Part Time Employees save that their reviews shall be timed when their hours worked equate to those worked by a Full Time Employee during a twelve (12) month time period (i.e. one thousand, eight hundred and twenty (1,820) hours for classifications where Full Time incumbents work thirty – five (35) hours per week or two thousand and eighty (2,080) hours for classifications where Full Time incumbents work forty (40) hours per week). The “January/July” language with respect to the scheduling of reviews shall not apply to Part Time Employees.

C:15 ARTICLES 16:00 - Pregnancy and Parental Leave

Shall apply to Part Time Employees, however the "top-up" provisions of Pregnancy Leave and Adoption Leave (wherein an Employee will receive the difference between their EI Weekly Benefit Rate and seventy-five (75%) percent of the Employee's Regular Earnings) shall only apply to Regular Part Time Employees.

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

Shall not apply to Part time Employees.

C:17 ARTICLE 19:08 - Safety Footwear

Shall not apply to Part Time Employees.

C:18 ARTICLES 23:00 AND 25:00 - Benefits - Group Insurance and Sick Leave

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

C:19 ARTICLE 26:00 - Bereavement Leave

Shall apply to Part Time Employees, save that the three (3), two (2), and one (1) day leave provisions contained in the Article shall apply as consecutive calendar days and only to scheduled hours regardless of whether they are working days or not. The same principle will apply to Jury Duty.

C:20 ARTICLE 28:00 - Definitions

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

SCHEDULE "D"

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

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

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

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

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

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

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

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

- (8) Employees who receive pay for any unused Bank Time shall be paid at the rate of pay in effect at the time of its accrual.
- (9) Should the Employer determine that a new Pilot Project is neither practical nor feasible, then those Employees with accrued Bank Time shall be paid in accordance with the method as outlined in Item (6) hereof. Actual pay is to be made in conformance with Items (3), (4), (5) and (8) hereof.

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

Notwithstanding Article 10:01(5) it is agreed and understood for the months of April 1st to November 30th the Employer shall fill any additional job classifications which may be required to augment the existing Construction Services establishment, for any period in excess of three (3) continuous calendar weeks' duration, through a Limited Job Posting. Should such duration of job requirements be for a period of less than three (3) calendar weeks, then the provisions of Article 11:01 shall apply.

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

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

D:03 BUILDING SERVICES POLLING FOR LIMITED VACANCIES

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

D:04 HOURS OF EMPLOY

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

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

The Parties agree, for the Term of this Agreement, to maintain the grand parented status with respect to hours of work, for Cheryl Emmerson, while in the classification of Dispatcher, to 40 hours per week. These hours apply to this individual, and not to the position she holds. Further, should this individual move to another classification by any means, she will revert to the normal hours of work for that classification.

D:05 SUMMER CONSTRUCTION SEASON FLEXIBLE HOURS FOR FIELD INSPECTORS

Employees in the classification of Field Inspector shall have a flexible start time in the summer construction season which shall comprise a period of four (4) continuous months commencing on July 1st and ending not later than November 1st each year.

Field Inspectors will work an eight (8) hour day Monday to Friday with a one-half (1/2) hour unpaid lunch allotted therein. During the summer construction season, Article

14.01(2) shall not apply and the daily schedule may be adjusted by the Manager of Construction Services to start at 1:00 p.m. When an Employee is expected to adjust his or her shift to start at 1:00 p.m. they will be eligible for shift premium per Article 14.08 (1) for all hours worked. The Employer shall post a schedule of adjusted start times 30 days in advance of the commencement of the summer construction season. An Employee must be given one (1) week of notice prior to such an adjustment. Where an Employee is not given one (1) week of notice prior to such an adjustment he or she will be paid time and one half (1 1/2) for hours worked on the shifts within the one week period.

When a project necessitates an adjusted start time for Field Inspectors, the Employer will canvass all Field Inspectors by seniority. Where there are insufficient Field Inspectors willing to adjust their start time, the Employer will assign adjusted start times in inverse order of seniority.

Field inspectors shall be provided with a high visibility raincoat and rubber boots which will be replaced as needed. Field inspectors shall be entitled to a locker.

D:06 By-law Enforcement Officers: Winter Shift Option

During the term of this agreement, it is agreed that for the first two (2) full weeks in December plus two (2) weeks in each of January, February and March, Employees in the classifications of By-law Enforcement Officer and Junior By-law Enforcement Officer may be canvassed to work five (5) consecutive night shifts as defined in Article 14:01(3). This Winter Shift Option shall be limited to enforcement of the Traffic and Parking By-law 2010-1, as amended. Employees in the classifications of By-law Enforcement Officer and Junior By-law Enforcement Officer will be canvassed together as a group to work night shift by seniority and where required any assignments will be made in inverse order of seniority. When an employee is expected to work on the night shift, they will be given at least seven (7) days notice. The Employee shall be paid overtime at the prevailing overtime rate for any hours worked outside of the basic hours of employ in Article 14:01(1). It is agreed that this Winter Shift Option will not involve work on split shifts and in all cases, Employees will continue to have eleven (11) continuous hours free from work between shifts.

SCHEDULE "E"

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

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

E:01 Work Schedule

Three (3) days prior to the commencement of a program the Manager of Recreation Services will meet with each Facility Pool Operator to mutually agree on a work schedule based on the program demand. Within this schedule the core hours of work will be: 8:30 a.m. to 3:30 p.m.

It is acknowledged that the current hours of operation in pools are 8:30 a.m. to 10:30 p.m. Facility Pool Operators may be assigned to work afternoon shifts ending not later than 10:30 p.m. for one (1) week per program (i.e. those periods in which programming changes, usually four (4) or five (5) times per year). The Employer shall provide Facility Pool Operators with two (2) weeks notice in writing in advance of the week they are to work afternoon shift. If they do not receive such notice, they shall be paid one and a half (1 ½) times their regular rate for any afternoon shift work that occurs within the two (2) week notice period. This notice will be copied to the Unit Chair and contain the purpose for the assignment.

E:02 Banking of Overtime

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

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

E:03 Paid Holidays

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

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

E:04 Bathing Suit Subsidy and Clothing Provision

An annual Bathing Suit subsidy of **ONE HUNDRED AND FIFTY (\$150.00) DOLLARS** will be paid out on the first (1st) full pay period in May of each year to Permanent Full Time Employees under this Schedule whose duties require that they wear a bathing suit on a daily basis. In addition, the Employer will provide these Employees a Sweat Suit and two (2) Tank Tops annually.

E:05 **Other Full Time and Temporary Employees - Hours of Work**

E:05(a) The hours of work for Full Time and Temporary Employees will be thirty-five (35) hours per week between Saturday and Friday.

E:05(b) Both Parties recognize the difficulty of arranging flexible working hours for Employees covered under this Schedule. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Employee and his/her Supervisor.

E:05(c) The Employer agrees to provide Employees with at least one (1) week advance notice of their work schedule based on projected programming needs. The work schedule will include the daily hours of work and the days of work for each Employee.

E:05(d) Changes shall not be made to the schedule unless mutually agreed upon by the Employee and his/her Immediate Supervisor or for legitimate business purposes.

E:05(e) Article 14:01, Article 14:03(1), Article 14:03(2) and Article 14:08 shall not apply. Rather, the Employees specified in Article E:05(a) shall receive a Sunday Differential of **TWO DOLLARS AND TWENTY CENTS (\$2.20)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

 Effective April 1st, 2011, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25)**.

 Effective April 1st, 2012, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND THIRTY CENTS (\$2.30)**.

E:06 **Limited Job Postings at Onaping Pool**

 The parties agree to modify Article 10:01(5)(a) for Full Time limited jobs for Facility Pool Operators at the Onaping Pool. These limited positions may be for a limited duration not exceeding ten (10) months or such longer period as may be mutually agreed upon between the Employer and the Union.

E:07 **Program Assistant/Janitor – Millennium Centre**

 The incumbent (s) in this classification shall work seven (7) hours in a day for five (5) days in the period Monday to Friday for a thirty-five (35) hour work week. The hours of work will be between the hours of 8:00 a.m. and 10:00 p.m. as required by operational need. There will be a minimum one-half (1/2) hour unpaid meal period allotted in each day. It is understood that the seven (7) hours per day of scheduled work (exclusive of the meal period) may not be consecutive (i.e. the incumbent (s) may be required to work split shifts). In the event programs are scheduled on Saturday, the hours of work indicated above may be adjusted for the Program Assistant/Janitor in order to cover these scheduled hours by reducing the daily hours during another work day based on operational need. The Program Assistant/Janitor will be eligible for evening shift differentials per Article 14.08. It is agreed and understood that Article 14:03(1) (time and a half for Saturday work) shall not apply. It is understood that the incumbent will receive eleven (11) hours free from work in each day. This agreement shall not restrict the right of the Employer to re-organize its operation at Millennium Centre.

E:08 **Special Events Officer**

 During the delivery of special events, Article 14:01 shall not apply, rather, Employees in the classification of Special Events Officer will work seven (7) consecutive hours per day for five (5) days per pay week between the hours of 8:00 a.m. and 1:00 a.m. with a one (1) hour unpaid lunch allotted therein making a thirty-five (35) hour work week. Article 14:03(1) (work on Saturday), Article 14:03(2) (work on Sunday), and Article 14:08 (Shift Differentials) shall not apply. Rather, the Special Events Officer shall receive a Sunday

Shift Differential of **TWO DOLLARS AND TWENTY (\$2.20) CENTS** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply. It is understood that the incumbent will receive eleven (11) hours free from work in each day.

Effective April 1st, 2011, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25)**.

Effective April 1st, 2012, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND THIRTY CENTS (\$2.30)**.

E:09 Polling for Regular Part Time Employees

Notwithstanding that Article 10:06 applies generally to Permanent Employees holding permanent classifications, Regular Part Time Employees holding the classification of Facility Clerk Receptionist and Receptionist in another depot, even those in another Limited posting at the time of the vacancy, will be polled in order of seniority to move to the reporting depot containing the vacancy, and the last vacancy created by said polling will subsequently be posted.

SCHEDULE "F"

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

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

F:02 **Market Square Officer**

The parties agree to the following details for the job classification Market Square Officer. During the peak Market Square operating period of approximately June 1 to October 31, Article 14:01 will not apply, rather, the Market Square Officer will work Wednesday to Sunday between the hours of 7:00 a.m. and 4:30 p.m. with a one (1) hour unpaid lunch period. The incumbent(s) in this classification shall work seven (7) hours in a day for a thirty-five (35) hour work week. Article 14:03(1), Article 14:03(2) and Article 14:08 shall not apply to the incumbent(s) in this position, rather a Sunday differential of **TWO DOLLARS AND TWENTY (\$2.20) CENTS** for Sunday regular hours of work shall apply. It is agreed that this differential will not apply for hours worked at overtime or premium rates.

Effective April 1st, 2011, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25)**.

Effective April 1st, 2012, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND THIRTY CENTS (\$2.30)**.

It is also agreed that the Market Square Officer will be granted time off in lieu of overtime or Specified Paid Holiday pay as mutually agreed upon at the appropriate overtime/premium rate times the actual hours worked, with any outstanding balance remaining at December 31 paid out by the Employer in accordance with the provisions of Article 14:04. It is understood that the incumbent will receive eleven (11) hours free from work in each day.

SCHEDULE "G"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE EMERGENCY SERVICES DIVISION

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

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

G:02 Treatment of Service and Seniority

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

G:02(2) Polling

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

G:02(3)(a) Filling Limited Vacancies

The Employer is not required to posted limited vacancies for paramedics. Instead, limited vacancies will be offered to the most senior part-time employee in the respective classification (PCP or ACP). As permanent employees return to work, part-time employees will be returned to the part-time pool by reverse seniority. If there are no part-time employees in the relevant classification at the time of the limited vacancy, the Employer will post to fill the vacancy.

The Employer will notify the Union, in writing, of the names of part-time employees who are moved into a limited position when they move to the vacancy and again when the part-time employee returns to the part-time pool.

The Employer will continue to post all permanent vacancies.

G:02(3)(b) Limited vacancies caused by accommodation of pregnancy and pregnancy/parental leave will be filled in accordance with G:02(3)(a). It is understood that this limited period may cover both the time period of accommodation and pregnancy/parental leave to a maximum of twenty-one (21) months.

The Employee will provide the Employer with medical documentation specifying the date on which the employee will no longer be able to perform the essential duties of her position due to pregnancy. The Employee will also provide written documentation stating the approximate date the employee will begin her pregnancy leave. The employee will still be required to comply with Article 16:02 for purposes of confirming the official start date of her pregnancy leave.

G:03 ARTICLE 12:00 - Specified Paid Holidays

Article 12 applies with the following exceptions:

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

G:03(2) Employees in ES whose regular shift falls wholly or partially on a holiday as identified in Article 12:01(1) shall be paid at time and one-half (1½) their regular rate for those hours falling in the holiday. In addition, Employees will be given the option of receiving payment for those hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the rate it was earned.

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

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

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

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

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

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

G:05(1)(a) The Employer has the ability to implement eight (8), ten (10) or twelve (12) hour shift schedules for Primary Care Paramedics, Advanced Care Paramedics, Platoon Trainers, Equipment/Vehicle Technicians and the Lead Equipment/Vehicle Technicians. Regular hours of work for Full Time Employees will be eighty (80) hours bi-weekly, on a seven (7) day per week, twenty-four (24) hour per day rotation, and averaged over a twelve (12) week period. The regular work week shall be in accordance with a rotating schedule drawn up by the Employer.

G:05(1)(b) **Hours Free From Work Agreement**

The parties agree that employees covered by Schedule G shall have at least eight (8) consecutive hours free from performing work in each day. This agreement constitutes an hours free from work agreement in the context of section 4(1) of Regulation 491/06 of the *Employment Standards Act 2000* as amended from time to time.

Notwithstanding the above, Full Time Employees shall not be scheduled with less than eleven (11) consecutive hours free from performing work in each day.

G:05(2) An electronic scheduling system shall be maintained by the Employer so as to provide access to schedule information for the Employees. All ES staff shall be issued a username and password that enables them to view the entire Operational schedule as well as their own individual schedule. ES staff can access this electronic scheduling system remotely and through computers available at each Paramedic Station. ES Staff experiencing any difficulties accessing the electronic scheduling system will notify the on-duty Platoon Superintendent.

The electronic schedule shall be posted at least six (6) weeks in advance. The Employer may require Employees to work six (6) consecutive shifts, however, the Employer shall endeavour wherever practicable, to schedule no more than five (5) consecutive shifts with the exception that it is understood that between December 15th and January 15th Employees may have to work six (6) consecutive shifts however, the Employer wherever practicable shall endeavour to schedule no more than five consecutive shifts.

G:05(3) The Employer shall endeavour wherever practicable to schedule Employees so that Employees will have every second weekend off. If the Employer implements any other

schedule other than a twelve (12) hour shift schedule, the above provision with respect to consecutive shifts does not apply.

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

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

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

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

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

G:05(9) Shift Schedules and Training

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

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

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

When Employees are required to attend training on a regular day off, the Employer will schedule a minimum eight (8) hour day except where the training schedule is delivered by a third party in which case the Employer will endeavor to augment the training session in order to schedule a minimum eight (8) hour day.

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

G:06(1) Article 14:01(4) shall not apply to Employees in ES. Due to the nature of Emergency Services the meal period will be paid as Employees need to respond to calls if necessary during their meal period. All meal periods shall be a one-half (1/2) hour continuous period, shall be paid, and shall be uninterrupted except for Code 3, 4, and 8 call as determined by CACC. In the event an Employee is called out during his/her meal period

he/she shall be assigned a one-half (1/2) hour continuous meal period immediately following the initial interruption, except if required for Code 3, 4, and Code 8 calls.

G:06(2) The first meal period shall start no sooner than four (4) hours from the start of the shift and no later than five (5) hours from the start of the shift. If Employees do not receive their first meal period within five (5) hours of the commencement of their shift they will immediately notify the on duty Platoon Superintendent. If Employees do not receive their first meal period within six (6) hours of the start of the shift, they will be entitled to meal allowance specified in Article 14:07.

G:06(3) When working on twelve (12) hour shifts, the second meal period shall start no sooner than nine (9) hours from the start of the shift and no later than ten (10) hours from the start of the shift. If Employees do not receive their second meal period within ten (10) hours of the commencement of their shift, they will immediately notify the on duty Platoon Superintendent. If Employees do not receive their second meal period within eleven (11) hours of the commencement of their shift, they will be entitled to meal allowance specified in Article 14:07.

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

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

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

Article 14:03(1) and Article 14:03(2) do not apply to any Employee in ES. Rather, for all Employees who work on a Saturday or Sunday, such shift will be paid at a regular rate of pay unless such shift qualifies for overtime in accordance with this Schedule. Employees in ES shall receive a Sunday Differential of **TWO DOLLARS AND TWENTY CENTS (\$2.20)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective April 1st, 2011, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25)**.

Effective April 1st, 2012, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND THIRTY CENTS (\$2.30)**.

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

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

G:09(1) For Full Time Employees all hours worked in excess of the regular daily scheduled shift or average of eighty (80) hours bi-weekly, shall be paid the overtime rate of time and one-half (1½) for overtime with the following conditions:

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

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

G:10 Call Out

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

G:11 Reporting Pay

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

G:12 ARTICLE 14:08 - Shift Differentials

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

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

G:13 ARTICLE 15:05 - Jury and Witness Duty Leave

Article 15:05 applies with the following amendments:

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

G:14 ARTICLE 19:06 - Revised Reporting Locations

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

NINETY-SIX CENTS (\$17.96) in lieu of all other compensation for the late change of Reporting Depot.

Effective April 1st, 2011, the flat fee will increase to **EIGHTEEN DOLLARS AND THIRTY-NINE CENTS (\$18.39)**.

Effective April 1st, 2012, the flat fee will increase to **EIGHTEEN DOLLARS AND EIGHTY-ONE CENTS (\$18.81)**.

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

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

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

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

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

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

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

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

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

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

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

The following provision is added to Article 19:10: Where an Employee in ES is charged with an offence under the *Highway Traffic Act* arising out of an act or acts done in the performance of his/her duties and is found not-guilty and assessed by the Chief Administrative Officer to have followed all of the rules and procedures associated with their duties, then the Employer will provide reasonable legal representation to the Employee in resolving these charges through the courts. All other payment of costs incurred in defending and settling actions brought against an Employee as a result of performance of his/her duties will be in accordance with the former Regional By-Law 91-381 which has been adopted by CGS.

G:17 Equipment

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

G:18 Delivery of Pay Slips

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

G:19 ARTICLE 23:01 - WI Days

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

G:20 Part Time Employees

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

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

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

- G:02 - Treatment of Service and Seniority
- G:05(8) - Shift Exchange
- G:06 - Meal Periods
- G:07 - Rest Periods
- G:08 - Work on the Weekend
- G:11 - Reporting Pay
- G:15 - Uniforms
- G:16 - No Lost Time for Driving Infractions
- G:17 - Equipment

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

Articles C:03(c) (Unavailability for Work) shall not apply to Part Time ES Employees, rather, the following will apply: Part Time ES Employees will be required to work (or have been scheduled and had the shift(s) cancelled) a minimum of eight (8) shifts within each three (3) month period/quarter of the calendar year, except when on approved Leave of

Absence. Part Time ES Employees who fail to meet this test shall lose seniority under this Agreement and be released from employment.

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

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

G:20(6) Article C:08 shall apply save that the normal work period shall not be more than forty-eight (48) hours within a two (2) week pay period.

G:21 **On-Call Duty**

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

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

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

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

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

G:21(4) On-call duty will first be equitably distributed by offering it on a rotation basis and if necessary it will then be assigned in the reverse order of seniority.

G:21(5) Where an Employee is required to be on-call, he/she shall receive **TWO DOLLARS AND FORTY-ONE CENTS (\$2.41)** per hour for all hours that he/she is required to be on-call. If applicable, call out, reporting pay or overtime pay shall apply. Effective April 1st, 2011, this amount will increase to **TWO DOLLARS AND FORTY-SEVEN CENTS (\$2.47)**. Effective April 1st, 2012, this amount will increase to **TWO DOLLARS AND FIFTY-THREE CENTS (\$2.53)**.

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

G:22 **Employment Stability**

The Parties agree that should an Employee be deactivated as a result of an approved Leave of Absence (e.g. WI, WSIB, etc.), then desire to return to active employment, that the Employer will endeavour to provide alternative work for that Employee, for a period up to four (4) weeks, in order to provide the Employee an opportunity to maintain earnings while attempting to become reactivated. If no alternative work is available, the Employee will be placed on Personal Leave of Absence for a maximum of ninety (90) days, to allow the Employee time to attempt to get reactivated. Consideration of decertified Employees for the alternative work/Leave of Absence provisions contained in this article shall be at the sole discretion of the Employer.

“SCHEDULE “G”

LETTER OF COMMITMENT

GLC:01 Station Postings

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

GLC:02 Paramedic Pay Plan

Effective March 31st, 2010

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

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

1. That the positions listed above shall be maintained at the ratings established under the Joint Rating Committee Job Evaluation Plan.
2. That, as a result of market conditions, the above positions shall not be paid in accordance with Pay Schedule “A”, but be paid in accordance with the above Pay Schedule “GLC:02”.
3. That if and when market conditions change, the above positions will be re-evaluated.
4. That should the above noted re-evaluation result in a reduction in pay below those outlined in Schedule “A-1”, the “Red circling/Downgrading” rules outlined in Article 27:09 of the current Collective Bargaining Agreement shall apply.

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

Effective April 1st, 2010

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Primary Care Paramedic	\$25.54	\$27.14	\$28.83	\$30.56	\$32.21
Advanced Care Paramedic	\$29.81	\$31.41	\$33.06	\$34.60	\$36.60

Effective April 1st, 2011

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Primary Care Paramedic	\$26.15	\$27.79	\$29.52	\$31.29	\$32.98
Advanced Care Paramedic	\$30.53	\$32.16	\$33.85	\$35.43	\$37.48

Effective April 1st, 2012

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Primary Care Paramedic	\$26.75	\$28.43	\$30.20	\$32.01	\$33.74
Advanced Care Paramedic	\$31.23	\$32.90	\$34.63	\$36.24	\$38.34

GLC:03 Electronic Pay Stubs

During the term of the next collective agreement the Parties agree to pilot test the electronic transmission of pay stubs to Employees in Emergency Services. The Employer will ensure that Employees have access to a printer to make a paper copy of the pay stub at their depot/station.

It is agreed that the process of making paper pay stubs available for pickup at ES Headquarters will continue per Article G:18 until the pilot test is completed. The Parties will meet to discuss any challenges with the system prior to implementation and will implement the new system in place of the paper pay stub system in G:18 upon agreement that it is meeting the needs of the Employer and Employees.

GLC:04 Scheduling Trial

The Parties agree to establish a Committee within sixty (60) days of ratification of this Agreement and to meet as a Committee within ninety (90) days of ratification of this Agreement. The Committee will consist of up to three (3) ES Management Staff and up to three (3) Union members. The Committee's goal is to establish mutual agreement regarding a scheduling trial for Paramedics. In order to achieve this goal, the Committee will fully explore all relevant factors such as shift and station selection and/or assignment and the frequency and existing templates of such selection and/or assignment. The Union recognizes the right of the Employer to determine staffing levels and level of care and the Employer recognizes the importance of seniority.

SCHEDULE "H"

PROVISIONS SPECIFIC TO TRANSIT OPERATORS

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

H:01 Change of Address

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

H:01(1) Definitions

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

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

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

H:01(2) Platform Time

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

H:01(3) Travel Time

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

H:01(4) Duty

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

H:01(5) Standby Time

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

Operators on standby will complete any crew assigned to them that does not require them to work more than one (1) scheduled run or two (2) hours, whichever is less, beyond their normal finishing time.

H:02 Hours of Work

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

H:02(1) Hours Free From Work Agreement

The parties agree that employees covered by Schedule H shall have at least eight (8) consecutive hours free from performing work in each day. This agreement constitutes an hours free from work agreement in the context of section 4(1) of Regulation 390/05 of the *Employment Standards Act 2000* as amended from time to time.

Notwithstanding the above, Full Time Operators shall not be scheduled with less than eleven (11) consecutive hours free from performing work in each day.

H:02(2) Regular Operator

A Regular Operator's normal daily hours of work, exclusive of a lunch period as per Article H:02(6), shall be eight (8) hours per day not including a one-half (½) hour daily platform time. The normal work week shall be five (5) days with the days off to be according to the Rotating Schedule of Days Off as shown in Sub-Schedule "H:1".

H:02(2)(a) Flex Shift Operator

Flex Shift Operators normal daily hours of work exclusive of a lunch period, as per Article H:02(6), shall be a minimum of seven and one-half (7½) hours per day to a maximum of eight and one-half (8½) hours per day, not including a one-half (½) hour daily platform time. A day shall be calculated as eight (8) hours for all purposes relating to absences from work. A normal work week shall be five (5) days, with the days off to be according to the Rotating Schedule of Days Off as shown in Sub-Schedule H:1.

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

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

H:02(2)(b) Regular Operators and Flex Shift Operators shall have a Rotating Work Schedule, one (1) week days, one (1) week afternoons and days off shall be planned in such a way as to effect a complete rotation among the said Operators as well as to equally distribute free weekends among the said Operators.

H:02(3) Steady Day Shift Operator

H:02(3)(1) A Steady Day Shift Operator's normal daily hours of work, exclusive of a lunch period, as per Article H:02(6), shall be eight (8) hours per day not including a one-half (½) hour daily platform time and whose normal work week shall be five (5) days from Monday to

Friday or five (5) days from Monday to Saturday, and whose daily work shall not be scheduled to terminate later than 7:30 p.m. It is further agreed and understood that those Steady Day Shift Operators who are scheduled to work beyond 4:30 p.m. will receive the Shift Differentials outlined in Article 14:08 from the time they are scheduled to commence their shift.

H:02(3)(2) Steady Day Shift Operators scheduled to work Monday to Friday will be off on Saturday and Sunday.

H:02(4) Split Shift Operators

H:02(4)(1) A Split Shift Operator's normal daily hours of work shall be eight (8) hours per day not including a one-half (½) hour daily platform time. The Employer agrees that there shall be no split shifts beyond the overall period of twelve (12) consecutive hours not including a one-half (½) hour daily platform time. A Split Shift Operator scheduled to work Monday to Friday shall be off work every Saturday, every Sunday and every paid holiday in which a Sunday Transit schedule, as determined by the Employer, is to be in operation.

The Employer agrees that there shall be no more than two (2) report times daily. It is to be understood that a split shift premium of **FIFTEEN CENTS (\$0.15)** per minute shall be paid for the extended time worked beyond ten and one-half (10½) consecutive hours, not including a one-half (½) hour daily platform time. Such time shall be computed from the start time to the finish time as shown on the crew guide, but in no event shall such time be less than thirty (30) minutes whereafter such time shall be paid in blocks of one-quarter (¼) hour and the premium payment so calculated shall be identified on the crew guide. Any time beyond the finish time on the crew guide is subject to overtime rates as per Article H:03(2). The Employer agrees that there shall be no split shift scheduled to work later than 8:00 p.m. Monday to Friday, excluding platform time. The Employer agrees that there shall be no split shift scheduled to work later than 9:00 p.m. on Saturdays and Sundays, excluding platform time.

H:02(4)(2) The period between the first portion of his/her crew guide and the second portion of his/her crew guide shall include an unpaid lunch period of one (1) hour.

H:02(5) Spare Board Operators

H:02(5)(1) A Spare Board Operator is an Operator who bids on or is assigned to daily/weekly miscellaneous pieces of work and/or temporary vacancies. Where a Spare Board Operator selects or is assigned to fill a temporary vacancy on a crew in accordance with Article H:11 of this Collective Bargaining Agreement it is agreed and understood that he/she shall then become a Regular Operator, Flex Shift Operator, Split Shift Operator, Steady Day Shift Operator and shall be subject to the normal daily hours of work and overall period of consecutive hours applicable to the selected or assigned crew guide.

H:02(5)(2)(a) Should a Spare Board Operator select or be assigned to a Flex Shift Crew the Spare Board Operator shall be paid for hours worked on the flex shift.

H:02(5)(2)(b) A Spare Board Operator who has been assigned daily work shall be notified of his/her day off during the 9:00 p.m. Friday call outs. The Daily Spare Board Operator shall be assigned either Saturday or Monday off.

Notwithstanding the above should there be no work assignments available for a Spare Board Operator than he/she shall be on standby for a period of eight (8) hours as assigned by the employer.

H:02(6) Within the first five (5) hours of work, Operators shall be relieved for an unpaid meal break free from work, the duration of which will be a minimum of one-half (½) hour to a maximum of one (1) hour. This meal break could also be divided into two (2) meal breaks of one-half (½) hour duration each with the first meal break being scheduled within the first five (5) hours.

H:02(7) Change of Crew Guide or Shift

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

H:02(8) Failure to Complete Crew Guide

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

H:02(9) Training on New Equipment

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

H:02(10) Reporting Pay

An Employee who reports for work on a scheduled working day and who has not been previously notified not to report and is sent home because of inclement weather, etc., shall be guaranteed a minimum of four (4) hours pay at his/her regular rate.

H:02(11) Inclement Weather

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

H:03 Overtime

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

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

H:03(2) Overtime Rate

Compensation at the rate of time and one-half (1½ x) the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article H:02 - HOURS OF WORK subject to the following provisions:

- (a) Overtime at the rate of time and one-half (1½ x) the regular rate per hour will only be paid after eight (8) hours of work daily at the regular rate per hour and/or forty (40) hours of work weekly at the regular rate per hour (not including platform time).
- b) Sick Leave, Weekly Indemnity, Long Term Disability and Workplace Safety Insurance Benefit (WSIB) do not apply as hours worked for overtime purposes only.

- (c) An Employee who voluntarily works his/her day off prior to having worked forty (40) hours in the week, will be paid at the regular rate for the first eight (8) hours.
- (d) An Employee who is forced to work his/her regular day off prior to having worked forty (40) hours in the week, will be paid at one and one-half times (1½ x) the regular rate for all hours worked on that day.
- (e) Notwithstanding the provisions of Article H:03(2)(a) above, an Employee working on a Flex Shift Crew will be paid overtime at the rate of time and one-half (1½ x) the regular rate per hour only after the Employee has completed the hours specified on the Flex Shift Crew, on a daily basis, at the regular rate per hour and/or up to the total hours scheduled in a five (5) day period for that Flex Shift Crew.

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

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

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

H:03(5) Division of Overtime

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

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

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

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

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

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

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

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

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

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

H:03(6) Overtime Paid Meal Period

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

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

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

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

H:04 Sunday Work

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

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

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

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

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

H:05 Shift Differentials

H:05(1) Article 14:01(3) (Hours of Work - Shifts) shall not apply to Transit Operations. Rather, the following shall apply:

Afternoon Shift	16:00 - end of Shift
Sunday Shift	Beginning of Shift on Sunday - end of Shift

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

H:05(2) Employees who are required to work beyond midnight will receive the following Midnight Shift Differential of **ONE DOLLAR AND FOUR CENTS (\$1.04)** for all time worked beyond midnight.

Effective April 1st, 2011 the Midnight Shift Differential will increase to **ONE DOLLAR AND SIX CENTS (\$1.06)**.

Effective April 1st, 2012 the Midnight Shift Differential will increase to **ONE DOLLAR AND EIGHT CENTS (\$1.08)**.

H:06 **Sign Up Board of Crew Guides**

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

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

H:07 **Work Distribution**

All work assignments must be covered first by Operators at regular rate before Operators at overtime rate are used except for Charters, posted with less than three (3) days notice per Article H:12, and spare work which must be offered to Full Time Operators who have signed the appropriate posting.

Notwithstanding the above, it is clearly understood and agreed to by both Parties that if Charters, posted with less than three (3) days notice per Article H:12 or spare work are available it must be assigned to Operators at overtime rate by seniority before they are allowed to select other assignments.

H:07(1) All work will be offered in accordance with the choices laid out below:

- (a) First Choice: Full Time Spare Board Operators at regular rate by seniority;
- (b) Second Choice: Day off Full Time Operators at regular rate;

- (c) Third Choice: Casual Operators and Student Operators at regular rate on a rotating basis;
- (d) Fourth Choice: Day off Full Time Operators at overtime rate by seniority;
- (e) Fifth Choice: Other Full Time Operators at overtime rate by seniority providing the Operators concerned can absorb the piece of work;
- (f) Sixth Choice: Casual Operators on DAY OFF at overtime rate by Seniority;
- (g) Seventh Choice: Casual Operators on overtime rate by seniority providing the Operators concerned can absorb the piece of work.
- (h) Eighth Choice: Student Employee Operators on day off at overtime rate by seniority;
- (i) Ninth Choice: Other Student Employee Operators at overtime rate by seniority provided the Operators concerned can absorb the piece of work;

Where an Employee establishes that he or she has not been offered overtime in accordance with the choices laid out above, the remedy shall be an "in kind" opportunity to work on their day off. The duration of the work opportunity will be equalled to the number of hours associated with the missed opportunity. The Employee will provide the Director of Transit Services three (3) days notice advising of his or her ability to work such an opportunity. The "in-kind" opportunity will be provided in accordance with the above directly following provision (b) of this Article. The "in-kind" opportunity shall be worked within the six (6) months following the original date of the missed opportunity and shall be paid at the overtime rate.

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

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

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

- (a) 9:00 p.m. call (prior night) all known work available on the following day up to and including the 1:00 p.m. report time and;
- (b) 11:00 a.m. call (same day) all known work on that same day available after the 1:00 p.m. report time.

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

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

H:08 **Vacation Relief Operators**

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

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

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

H:08(1)(b) The Parties agree that for the June Crew Bid, the selection of vacation relief work will be offered to eligible Full Time Operators by seniority.

The remaining vacancies will be distributed among Casual Operators and Student Employee Operators as per Article H:21(4).

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

H:09 **Inactive Board**

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

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

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

H:10 **Vacation Relief Crew Guides**

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

H:11 **Temporary Crew Guide Vacancies**

H:11(1) When an Operator's temporary vacancy of unknown duration or of a known duration of more than seven (7) calendar days occurs on a Crew, such vacancy will be posted and will include a copy of the current Crew Guide. The vacancy will be posted for bidding for a period of seven (7) calendar days from one Friday noon until the next Friday

noon. This posting shall be the only posting and shall hereinafter be referred to as the "original posting" and no vacancy shall be posted on more than one (1) occasion.

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

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

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

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

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

Notwithstanding the above, a Permanent or Spare Board Operator may choose to sign for a portion of a vacancy with the minimum being one (1) week. Only Operators who have selected to be Spare Board Operators will have the right to sign for work on a weekly basis.

H:11(7) The remainder of any vacancy created due to the operation of Article H:11(6) shall be open to Permanent and Spare Board Operators by seniority. A Permanent or Spare Board Operator, who wishes to select such remainder of a vacancy must indicate his/her choice by signing the original posting and the selection must be made by noon of the Friday preceding the Monday commencement date of the remainder of the vacancy.

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

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

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

H:12 **Charters**

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

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

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

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

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

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

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

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

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

H:12(8) Picking Up Additional Equipment

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

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

H:13(1) Uniforms

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

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

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

A standard uniform shall consist of:

- one (1) tunic - thirty (30) points each OR one (1) waist length nylon jacket - twenty (20) points each
- two (2) pairs of trousers - twenty (20) points each
- four (4) shirts - five (5) points each
- one (1) cap - ten (10) points OR one (1) sweater twenty (20) points
- four (4) ties - one (1) point each

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

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

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

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

A female seamstress shall be available upon request.

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

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

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

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

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

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

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

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

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

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

A female seamstress shall be available upon request.

H:13(7) Dry Cleaning Allowance

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

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

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

H:13(9) Dry Cleaning Provision

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

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

H:14 Annual Vacations

H:14(1) Paid Holiday During Vacation Period

Should any of the Holidays provided for in this Agreement fall during an Employee's vacation period, then an extra day of vacation with pay in lieu of the said Holiday shall be granted to the Employee with one (1) of the following options:

- (a) Select a day in lieu which will be taken at a time mutually agreed to between the Employee and the Inspector, provided that notwithstanding the provisions of Article H:21(4)(a), a Casual Employee may be utilized to relieve the Employees for the lieu day.
- (b) Should the Employee elect to take the lieu day on a day other than the day immediately following the Employee's scheduled vacation, the Employee shall either schedule the lieu day or actually take the lieu day by no later than December 1st of each year.

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

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

H:14(3) Vacation Entitlement - Transit Operators

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

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

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

H:15 **Medical Re-checks**

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

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

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

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

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

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

H:18 **Student Employee Operator**

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

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

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

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

When detailing Employees to relieve in positions of higher rating under Article 11:01, the Employer shall first detail Permanent or Casual Operators unless none are available at which time the Employer may then detail Student Employee Operators. Student Employee Operators shall be paid a rate of **TWENTY DOLLARS AND SEVENTY-TWO CENTS (\$20.72)** per hour.

Effective April 1st, 2011, the rate of pay will increase to **TWENTY-ONE DOLLARS AND TWENTY-TWO CENTS (\$21.22)**.

Effective April 1st, 2012, the rate of pay will increase to **TWENTY-ONE DOLLARS AND SEVENTY-ONE CENTS (\$21.71)**.

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

H:19 **Late Night Service**

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

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

H:20 **Public Complaints**

All complaints submitted by the public shall be reduced to writing by the complainant. No Employee shall be accused of committing an act until proper and adequate investigation has taken place. Should the complaint prove to be valid, then the Employee shall be remitted with a copy of such complaint. If requested the complainant shall be made known in confidence to the executive of CUPE and its Local 4705.

H:21 **Casual Operators**

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

Article C:08 of Schedule "C" (Hours of Work) shall apply, save that it is understood that Casual Operators may work up to forty (40) hours per week without violating the Collective Bargaining Agreement.

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

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

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

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

H:21(3) Both Parties agree that a Casual Operator working on a Sunday shall be paid at regular rate and shall receive a Sunday Differential of **TWO DOLLARS AND TWENTY CENTS (\$2.20)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective April 1st, 2011, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25)**.

Effective April 1st, 2012, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND THIRTY CENTS (\$2.30)**.

H:21(4) **Work Assignments**

In addition, the following shall apply:

H:21(4)(a) Casual Operators shall be eligible for assignments of work on a daily rotating basis which results from any absences for any reason.

H:21(4)(b) Spare work as shown on those Crew Guides not included in the Sign-Up Board of Crew Guides as defined in Article H:06(1) may only be assigned to Casual Employees after it has been offered to and rejected by Permanent and Probationary Employees. (Offered means the Employee must sign the appropriate posting.)

H:21(4)(c) Both Parties agree that any work made available to Casual Operators will be distributed as equally as possible among the Casual Operators. The work will be distributed on a rotating basis as follows:

Casual Operators will be assigned on a rotating basis to crews by the Platform Time of each Crew. Should two (2) or more crews have the same Platform Time then the Casual Operators will be assigned the available work starting with the Crew with the lowest Crew number in an increasing order. As an example, should there be vacancies on Crews 5, 15 and 39, the first Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 5, the second Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 15, and the third Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 39.

H:21(4)(d) The Employer may use a Casual Operator at regular rate to replace a Permanent Operator who is working at overtime rate if the Permanent Operator was assigned or selected a crew.

H:21(4)(e) Article H:02(10) of this Schedule (Reporting Pay) shall not apply to Casual Operators. Rather, Casual Operators shall be entitled to a minimum of two (2) hours pay for two (2) hours work or less when called out for duty.

H:21(4)(f) A Sign-Up Board of Crew Guides specifically relating to Saturday work due to Permanent and Probationary Operators being on their regular days off shall be posted by the Employer. Casual Operators shall make their selection of the Crew Guides they desire by seniority not less than four (4) times per year effective in the months of April, June, the last half of August or the first half of the months of September and December. At the same time the Employer shall post the date and time on which the Casual Operator must make his/her selection, which date and time shall not be less than seven (7) calendar days after the posting of the Sign-Up Board. If the Casual Operator does not make his/her selection on that fixed date and time the Casual Operator concerned will be by-passed and he/she shall make his/her selection or be assigned from the remaining vacancies as the case may be.

H:21(4)(g) Casual Operators will be paid for actual time worked on Saturday crews selected as per the terms of this Article.

Platform time will be paid in addition to the hours on a completed crew.

H:21(5) Article C:09 of Schedule "C" (fifteen (15) minute rest period) shall not apply to Casual Operators.

H:21(6) Casual Seniority

H:21(6)(a) Article 8:00 (Seniority) shall apply to Casual Bus Operators, and the amendments to Article 8:00 in Schedule "C", shall also apply to Casual Bus Operators. However, the Employer shall keep two (2) lists for the purpose of determining the seniority of a Casual Employee.

(i) List 1 shall be based on credited points and shall be used only for the purposes of promotion, only where two (2) or more Casual Operators comprise the entire pool of applicants from within the Bargaining Unit, and on Crew Guide Selection as outlined in Article H:21(4)(f). When a Casual Operator works in a capacity other than a Casual Operator, in accordance with the provisions of the Collective Bargaining Agreement, provided they are available for work, they shall be credited with one (1) seniority point, each time the call in rotation passes the Employee's name, and one seniority point for each scheduled Saturday or Sunday the Casual Operator would have worked, up to a maximum of five (5) points per week.

(ii) List 2 shall be per Article 8:00 of the Agreement.

H:21(6)(b) Casual Employees shall be credited with one (1) seniority point for every day that the Casual Employee works to a maximum of five (5) seniority points for each week, a week being Saturday to Friday inclusive. Notwithstanding the above, a Casual Employee may work on more than five (5) occasions in a week.

H:21(6)(c) Only those Casual Employees scheduled to work on a Paid Holiday or called into work on rotation on a Paid Holiday shall receive seniority credit for the Paid Holiday.

H:21(6)(d) A Casual Employee who attends a mandatory training program shall be credited with one (1) seniority point each time the call in rotation passes the Employee's name and one (1) seniority point for each scheduled Saturday or Sunday the Casual Employee would have worked.

H:21(6)(e) A Casual Employee who is off work and on Pregnancy and/or Parental Leave or who is off work and has applied for Workplace Safety Insurance Board Benefits or who is off work due to Bereavement Leave shall be credited with one (1) seniority point each time the call in rotation passes the Employee's name and one (1) seniority point for each scheduled Saturday or Sunday the Casual Employee would have worked.

H:21(6)(f) Unavailability For Work

Article C:03(c) of Schedule "C" does not apply to Casual Bus Operators. Rather the following will apply: Seniority rights shall cease and employment shall be terminated if unavailable for work on four (4) consecutive occasions when the Employee is contacted by his/her Inspector to appear for work, unless reasonable explanation, acceptable to the Employer, is provided by the Employee:

For the purpose of this Article, the Employer's obligation to contact a Casual Employee will be met when a telephone call has been placed and documented by the Inspector or when a personal contact with the Employee has been made by the Inspector.

A documented telephone call will be deemed to be completed when the Inspector has called all telephone/pager numbers provided to the Employer by the Casual Employee up to a maximum of two (2) different numbers.

Notwithstanding the above, a Casual Employee will be considered unavailable for work for a maximum of two (2) occasions within a twenty-four (24) hour period, when contacted by a Inspector.

The provisions of this Article do not apply to a Casual Employee who requests, and is granted a Leave of Absence resulting in the Casual Employee removing themselves out of the normal rotation.

H:21(7) Article C:18 (Group Insurance) shall not apply to Casual Operators, rather for Casual Operators, the Employer agrees to contribute one hundred (100%) percent of the total premium cost for the following plans:

H:21(7)(a) **Liberty Health Comprehensive Extended Health Care** (or equivalent carrier), including Overage Dependant Student Coverage;

Effective July 1st, 2010

THREE HUNDRED AND FIFTY-ONE (\$351.00) DOLLARS

Eye glass subsidy;

Effective April 1st, 2011

THREE HUNDRED AND SIXTY (\$360.00) DOLLARS

Eye glass subsidy;

Effective April 1st, 2012

THREE HUNDRED AND SIXTY-NINE (\$369.00) DOLLARS

Eye glass subsidy;

Effective July 1st, 2010

One (1) eye examination every twenty-four (24) months, to a cap of **SIXTY-FIVE (\$65.00) DOLLARS;**

Effective April 1st, 2011

One (1) eye examination every twenty-four (24) months, to a cap of **SEVENTY-FIVE (\$75.00) DOLLARS;**

Effective April 1st, 2012

One (1) eye examination every twenty-four (24) months, to a cap of **EIGHTY-FIVE (\$85.00) DOLLARS;**

H:21(7)(b) Liberty Health Dental Plan #9, including space maintainers (or equivalent carrier), including Overage Dependant Student Coverage; (current O.D.A. Fee Schedule)

H:21(8) Article C:07 shall not apply to Casual Operators, rather the following shall apply. The Casual Employees vacation pay will not be paid out on each pay cheque, like other Part Time Employees. Casual Employees' vacation period will be calculated based on the following formula:

- (a) Casual Employees with less than sixteen (16) hours worth of accumulated vacation pay will not be permitted any vacation entitlement. Any unused vacation pay will be paid out by the end of January.
- (b) Casual Employees with a minimum of sixteen (16) hours worth but less than sixty (60) hours worth of accumulated vacation pay will be scheduled for one (1) week of vacation.
- (c) Casual Employees with a minimum of sixty (60) hours worth but less than one hundred (100) hours worth of accumulated vacation pay will be scheduled two (2) weeks of vacation.
- (d) Casual Employees with a minimum of one hundred (100) hours worth of accumulated vacation pay will be scheduled for three (3) weeks of vacation.
- (e) Vacation pay entitlement for Casual Employees will continue to be determined as follows:

- (i) Probationary Casual Employees shall receive four (4%) percent of their gross earnings up to one thousand and forty (1,040) hours of work.
 - (ii) Casual Employees who have accrued more than one thousand and forty (1,040) hours of work but less than four (4) years of credited service shall receive five (5%) percent of their gross earnings.
 - (iii) Casual Employees who have accrued four (4) or more years of credited service shall receive seven (7%) percent of their gross earnings.
- (f) Casual Employees will be paid an amount equal to their accumulated vacation pay divided by the number of weeks of vacation entitlement as per Article H:21(8)(a), Article H:21(8)(b), Article H:21(8)(c) and Article H:21(8)(d) of this Agreement. This vacation pay will be paid to the Employee through the normal payroll process when their vacation is taken. Three quarters (3/4) of the amount owing will be paid during the Monday to Friday portion of the selected vacation week. One quarter (1/4) of the amount owing will be paid during the Saturday and Sunday portion of the selected vacation week.

Notwithstanding the above the vacation pay does not represent hours of work.

- (g) Casual Employees will accumulate seniority points during their vacation period based on the number of occasions they would have been called in to work if they had not been on vacation. The accounting of this process will be the responsibility of Sudbury Transit Management.
- (h) A Casual Employee who becomes a Full Time Employee will be required to take his/her vacation as scheduled in that vacation year. In the vacation year following, the former Casual employee will only be entitled to paid vacation equivalent to any earned but unused vacation from his/ her last year as a casual Employee.
- (i) Casual Bus Operators will select vacations during January of each year based on their individual seniority. Vacation periods will be based on weeks starting on Mondays and ending on Sundays. Vacation periods will be taken commencing with the week starting on the first Monday in February of one year and ending with the week starting on the last Monday in January of the following year.
- (j) Notwithstanding the above, should a Casual Bus Operator be successful to a Permanent Bus Operator posting prior to taking all his/her vacation in the year of appointment, his/her unused, approved, vacation blocks will be offered to those Permanent Bus Operators with vacation blocks remaining in the year by seniority. Notice of the available blocks will be posted on Transit bulletin boards for seven (7) calendar days. On the first (1st) weekday following the posting period, Employees will be polled for the available blocks by seniority. Should a Permanent Bus Operator select the block available, the new Permanent Operator will lose that block, and the selecting Operator must then immediately advise which approved blocks he/she will release, with the process continuing down the seniority list, with consideration to the vacation blocks available for trade for the balance of the year. The process will be verbal, with Operators contacted by radio, telephone, or in person. Should an Operator not be available for contact during the selection process he/ she will be bypassed.
- (k) The vacation block(s) will be scheduled based on one (1) Casual Bus Operator being away from work year round. However, two (2) Casual Bus Operators may be scheduled to satisfy the vacation entitlement as calculated in Article H:21(8)(a), Article H:21(8)(b), Article H:21(8)(c) and Article H:21(8)(d) of this Agreement.

- (l) It is understood by the Parties that it is compulsory for all Casual Employees to take vacation based on the formula outlined in Article H:21(8)(a), Article H:21(8)(b), Article H:21(8)(c) and Article H:21(8)(d) of this Agreement.

H:21(9) Article C:12 of Schedule "C" shall apply, save that overtime rates for Casual Operators shall be paid for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week except Flex Shift Crews. Article H:03 - Overtime shall apply to Casual Operators.

H:21(10) Article H:13 (Uniforms) shall not apply to Casual Operators. Rather, the following shall apply:

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

Casual Operators shall be credited with points which may be used to acquire uniforms as per the following formulas:

For odd numbered years - seniority points x ninety-four (94) / two hundred and sixty (260) = credited points.

For even numbered years - seniority points x one hundred and four (104) / two hundred and sixty (260) = credited points.

Seniority points shall be calculated from January 1st to December 31st of the preceding year. Only fifty (50%) percent of the points can be carried over from one (1) year to the next, and points may only be carried over for one (1) year.

Uniform articles made available to Casual Operators for selection shall be the same as articles made available to Permanent Operators.

Upon successful completion of the Casual Operator's initial training program, the Casual Operator shall receive:

One (1) nylon jacket
Two (2) pairs of trousers
Four (4) shirts
Four (4) ties

The term accessories shall be deemed to mean punch, safety badge and instruction manual. Ownership of uniforms and accessories shall be vested in the Employer.

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

Both Parties agree that in the selection of uniforms, all Operators will ensure that they are in possession of one (1) tunic and a complete standard uniform, as described in Article H:13(1), in good condition.

H:21(11) Casual Workforce Requirements

The Employer is entitled to employ Casual Operators up to a maximum of one-half (1/2) the number of Permanent Operators in the employ of the Employer, plus one (1) more. The Employer may utilize Temporary Operators only for the purpose of backfilling Casual Operators. Such backfilling will not alter the maximum number of Casual Operator positions in relation to Permanent Operator positions; that is, one-half (1/2) plus one (1) more.

“SCHEDULE “H”

LETTER OF COMMITMENT

HLC:01 Transportation For Bus Operators

Transit Bus Operators in uniform, will be provided free transportation on the transit system, for purposes of coming to work, and returning home at end of shift only.

HLC:02 Hiring Rates For Bus Operators

In recognition of the wage scale (without steps) that existed for Bus Operators under the previous Agreement, it is agreed that when hiring/promoting Bus Operators, they shall not be initially paid below Step 3 of the applicable Pay group for the classification.

HLC:03 Evaluation of Transit Bus Operators

The Parties have agreed to address the treatment of this position (which was formerly outside of any Job Evaluation Plan) in terms of the adequacy of this Job Description and rating, through Collective Bargaining. The agreed upon Job Description is that dated August 24th, 2007, and the agreed upon rating is that dated June 19th, 2002. The Parties agree that these documents will be effective for the term of this Agreement, and the Job Description and Rating shall not be subject to the “Job Implementation and Evaluation Procedures”, “Job Challenge Procedures” or Arbitration Procedures of the new Job Evaluation Plan for the term of this Agreement. The Parties agree that the agreed to evaluation for Transit Bus Operators shall not be used as a Benchmark job, or comparator, under the new Job Evaluation Manual.

HLC:04 Exception to Hours Free From Work Agreement

When matching Saturday work the Employer shall attempt to match crews to provide Full Time Operators with earlier end times. This may include matching Tuesday to Friday crew with a Split Shift on Saturday.

The matching of Saturday work will ensure that Full Time Operators will have a minimum of eight (8) hours consecutive hours free from performing work; not eleven (11) consecutive hours free from performing work per H:02(1).

HLC:05 Forty Five (45) Minute Lunch Periods

The Employer commits to meet with the Unit Chair or his/her designate and one (1) other Bargaining Unit member prior to the posting of a run bid. The Parties will meet with the goal of eliminating all thirty (30) minute lunch periods (including those with two (2) thirty (30) minute lunch periods) and creating as many forty-five (45) minute lunch periods as possible. This exercise shall not result in an increase in the number of Crews or spare work established by the Employer. In order to achieve this goal, the Parties may agree to increase the number of crews that are assigned work during the second portion of the platform time as per Article H:01(2)(2) but only to a maximum of two-thirds (2/3) of the total number of crews. This process will begin with the August/September 2010 run bid.

SUB-SCHEDULE "H:1"

**ROTATING SCHEDULE OF DAYS OFF
PERMANENT AND PROBATIONARY OPERATORS**

SHIFT 1

<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>
X	X	X	W	W	W	W
W	X	W	W	W	W	W
X	X	X	W	W	W	W
W	X	W	W	W	W	W

SHIFT 2

<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>
W	X	W	W	W	W	W
X	X	X	W	W	W	W
W	X	W	W	W	W	W
X	X	X	W	W	W	W

X - DENOTES DAY OFF

W - DENOTES DAY TO WORK

SCHEDULE "I"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CITIZEN SERVICES DIVISION

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

I:01(a) Hours of Work: Citizen Service Centres, Libraries, Call Centre, Museums

Article 14:01(1) shall not apply to Employees working in the Citizen Services Division. The normal hours of work for these Employees shall be as follows:

Monday to Friday	between 8:00 a.m. and 9:30 p.m.
Saturday and Sunday	between 8:00 a.m. and 6:00 p.m.

Full Time Employees shall work five (5) consecutive days between Monday and Saturday consisting of seven (7) consecutive hours per day exclusive of a one (1) hour lunch period (thirty-five (35) hour work week).

I:01(b) It is agreed for the Term of this Agreement that Full Time Employees shall not be required to work on Sunday unless the work schedule is changed by mutual agreement or is changed when necessary to maintain continuity of service to the public. Part Time Employees shall be required to work on Sundays.

I:01(c) Article 14:01(1) shall not apply to office Employees at the MacKenzie Street Library. Rather, they shall work five (5) consecutive days between Monday and Friday consisting of seven (7) hours per day between 8:00 a.m. and 5:00 p.m. exclusive of a one (1) hour unpaid lunch period (thirty-five (35) hour work week). When assigned to public service work, Article I:01(a) shall apply to these Employees.

I:01(d) Article 14:01(1) shall apply to Citizen Service Representatives working at Tom Davies Square.

I:02 The Call Centre Lead and Call Centre Representative shall work five (5) consecutive days between Monday and Friday consisting of eight (8) consecutive hours per day exclusive of a one-half (½) hour lunch period [forty (40) hour work week].

I:03 The Curator shall work five (5) consecutive days between Saturday and Friday, consisting of eight (8) consecutive hours per day exclusive of a one-half (½) hour lunch period (forty (40) hour work week).

I:04(a) Both Parties recognize the difficulty of arranging flexible working hours for Citizen Service Employees. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Citizen Service Employee and his/her Immediate Supervisor.

I:04(b) The Employer will make every reasonable effort to schedule Full Time Employees to work no more than two (2) weekends which shall be consecutive in a six (6) consecutive week period.

I:05(a) The Sunday schedule of operations shall commence on the Sunday after Thanksgiving weekend in one year and continue to the Sunday prior to the Victoria Day weekend in the immediate following year inclusive.

I:05(b) The summer schedule of operations shall commence on the first Monday in June and continue to the first Monday of September inclusive in any given year.

I:06(a) The Employer agrees to post a master work schedule in September of any given year. Further, the Employer agrees to post a relief schedule by no later than the twenty-fifth (25th) calendar day of each month. The relief work schedule shall cover a period of no less than four (4) weeks and no greater than six (6) weeks. The relief work schedule will show the daily hours of work and the days of work for each Employee.

I:06(b) Once the relief schedule is posted, changes shall not be made to the schedule unless mutually agreed upon by the Employee and his/her Immediate Supervisor or for legitimate business purposes to provide for continuity of public service.

I:07 Part Time Employees shall receive a Sunday Differential of **TWO DOLLARS AND TWENTY CENTS (\$2.20)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective April 1st, 2011, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25)**.

Effective April 1, 2012, the Sunday Shift Differential will increase by Five (\$0.05) Cents to **TWO DOLLARS AND THIRTY CENTS (\$2.30)**.

I:08 **Specified Paid Holidays**

Notwithstanding the provisions of Article 12:00 - SPECIFIED PAID HOLIDAYS, both Parties agree that in the event that a paid holiday falls on an Employee's regular day off, said Employee may elect to receive a day's pay in lieu or a day off in lieu at a time mutually agreed to between the Employee concerned and his/her Supervisor.

I:09 **Overtime**

I:09(a) Notwithstanding the provisions of Article 14:04, Article 14:05 and Article 14:06, both Parties agree that any Employee requested or authorized to work in excess of the regular work day, or on a paid holiday, may be granted time off as mutually agreeable between the Employee and the Supervisor involved. Such time off shall be at the appropriate overtime/premium rate times the actual hours worked and be limited to a total accumulation of five (5) regular working days. It is further agreed and understood that any such accumulated time not taken by December 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 14:04 and Article 14:05. Bank Time may be used to top up approved WI benefits.

I:09(b) When overtime has been offered to all Full Time and to all Part Time Staff who qualify for overtime and has been refused by said staff, overtime shall be assigned to qualified Part Time Staff with the lowest seniority.

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

I:10 The Employer agrees that protective smocks and/or coveralls shall be made available to Employees as conditions require.

I:11 **Use of Volunteers**

The Parties agree that because of the unique nature of Library Services within CGS, language around the use of Volunteers is needed for Schedule "I" facilities only, as follows:

- (1) Volunteers are those individuals who perform a service for the Library with no personal financial gain. The Parties agree that Volunteers do not replace paid staff, but enrich and enhance library services. Furthermore, volunteer duties may include dressing shelves but not the reading of shelves.

- (2) Work normally assigned to Bargaining Unit Members shall not be performed by Volunteers. Volunteers will only be utilized when there is paid staff on-site.
- (3) The Employer shall not be restricted in the use of Volunteers for the delivery of homebound services, fundraising, computer training for the public, or special projects. The Employer agrees to discuss with the Local Union the utilization of Volunteers for special projects prior to the commencement of the project.
- (4) The Employer shall provide to the Local Union every six (6) months a list of the Volunteers and hours worked by each Volunteer for the previous six (6) months.

I:12 Polling for Regular Part Time Employees

Notwithstanding that Article 10:06 applies generally to Permanent Employees holding permanent classifications, Regular Part Time Employees holding the classification of Branch Assistant and Citizen Services Representative in another depot, even those in another Limited posting at the time of the vacancy, will be polled in order of seniority to move to the reporting depot containing the vacancy, and the last vacancy created by said polling will subsequently be posted.

“SCHEDULE “I”

LETTER OF COMMITMENT

ILC:01 Evaluation of Masters’ Degree in Library Science (MLS)

The Parties recognize that one (1) predecessor Employer, the Sudbury Public Library (SPL), and a predecessor Union - CUPE Local 207 (SPL), allowed an extra thirty (30) points in evaluating the Education factor (above the one hundred and fifty (150) point maximum allowed on the scale of the Job Evaluation Plan in use), when evaluating SPL positions where a MLS was required. The Parties have agreed that recognition of this additional education is not required for a Job Evaluation Compensation System to be Gender Neutral as defined in the *Pay Equity Act* (as partial resolution of Commission Complaint File #04.15772).

Notwithstanding the above, the Parties agree in settlement of the application to Review Services of the Pay Equity Commission, that current and future incumbents in any of the job classes listed below who are required to possess and who possess a MLS shall, for as long as they occupy a position listed below, be paid one (1) pay group above that which their rating by the CGS Job Evaluation Committee places the Job class for Job Evaluation/Pay Equity purposes:

- Co-Ordinator of Library Collections
- Collections Librarian
- Information Librarian
- Reader’s Advisory Service Librarian
- Archival and Local Historian Librarian
- Virtual Librarian
- Children’s Librarian

SCHEDULE "J"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CHILDREN'S SERVICES DIVISION

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

J:01 Hours of Work

J:01(a) Article 14:01(1) and Article 14:01(3) shall not apply to Employees working in the Day Care Centres of the Children's Services Division. The normal hours of work for Employees working in the Day Care Centres shall be as follows:

Monday to Friday

Day Shift - seven (7) hour shifts with a one (1) hour unpaid lunch between 7:00 a.m. and 5:30 p.m. (staggered starting times)

Afternoon Shift - seven (7) hour shifts with a one (1) hour unpaid lunch between 4:00 p.m. and 12:00 midnight (staggered starting times)

Saturday

Day Shift - seven (7) hour shifts with a one (1) hour unpaid lunch between 8:00 a.m. and 6:00 p.m. (staggered starting times)

J:01(b) Full Time Employees shall work thirty-five (35) hours per week between Monday and Saturday at seven (7) consecutive hours per day exclusive of a one (1) hour lunch period.

J:02 Full Time and Regular Part Time Employees regular hours will be scheduled at least three (3) weeks in advance. Changes to the schedule shall not be made unless mutually agreed upon between by the Employee and his/her immediate Supervisor, or for legitimate business purposes.

J:03 Both Parties recognize the difficulty of arranging flexible working hours for Children's Services Division Employees. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Employee and his/her Immediate Supervisor.

SCHEDULE "K"

**THE CITY OF GREATER SUDBURY
ADVANCE VACATION PAY REQUEST**

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

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

This application must be in the hands of the Payroll Section not later than **four (4)** **weeks prior** to the Employee's holiday period.

I, _____

Employee No. _____

Department _____

do hereby apply for an Advance Vacation Pay.

My Holiday period is from _____

to _____, and I require the

Advance Pay by payroll period ending _____

_____.

EMPLOYEE SIGNATURE _____

APPROVED BY GENERAL MANAGER _____

DATE RECEIVED BY PAYROLL SECTION _____

SCHEDULE "L"

THE CITY OF GREATER SUDBURY

APPLICATION FORM - BEREAVEMENT LEAVE PAY

I, _____,

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

(Name of Deceased)

whose relationship to me was _____.

and whose residence was _____.

The above-noted member of my Immediate Family died on:

_____, 20_____.

DATE _____

EMPLOYEE _____

SIGNATURE _____

EMPLOYEE NO. _____

APPROVED _____ DATE _____

NOT APPROVED _____ DATE _____

SIGNATURE: _____

POSITION:
General Manager, Division or
Section Head

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

LETTER OF COMMITMENT

LC:01 WSIB Form #7

The Employer shall provide the injured worker and a designated Union Representative with a completed copy of the Workplace Safety and Insurance Board Form 7 - Employer's Report of Accident Injury or Industrial Disease, at the same time the form is submitted to WSIB. Any concerns the Employee or the Union have with the information on the Form may first be presented to the Co-ordinator of Payroll, Benefits, and Rehabilitation or his/her designate, for consideration and adjustment.

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

LC:02 Employee Motor Vehicle Usage

The Employer agrees that no Employee of this Bargaining Unit is currently required (as a condition of Employment) to use their personal vehicle on City business. Therefore the following phrase (contained in every Job description of this Bargaining Unit implemented prior to ratification) will be deemed deleted from all Job Descriptions of the Bargaining Unit on date of ratification:

"May require the use of a personal or City vehicle on City business".

The other related requirements in all Job descriptions of this unit (i.e. "must be physically capable of operating a vehicle safely, possess a valid drivers licence, have an acceptable driving record and personal insurance coverage") will be reviewed for each job during the Job Evaluation process, and maintained only where deemed bona fide.

In the future, notwithstanding Article 19:03(2), should the Employer require Employees to use a personal vehicle on City business as a condition of employment, the following provision will be in effect:

Employees required to use and operate their own motor vehicle (as a condition of employment) shall be compensated for the use of same at the rate of **ONE HUNDRED AND SEVENTY-FIVE (\$175.00) DOLLARS** per month, plus a motor vehicle mileage rate of FORTY SIX CENTS (\$0.46) per business kilometre. The above motor vehicle mileage allowance will only be in effect while an Employee is required as a condition of employment to use his/her personal vehicle, and is actually working. It is understood that the per kilometre rate will be adjusted from time to time by CGS Council.

For absences from work under Weekly Indemnity (W.I.) or WSIB, the Employee shall continue to be eligible for Vehicle Allowance for sixty (60) calendar days commencing from the initial day of absence. Upon return to work, after the sixty (60) calendar day period, the Employee's vehicle Allowance shall be pro - rated for the balance of that month.

LC:03 Training

The Employer and the Union agree that training is an important issue. As a result, the issue of training will be discussed by the Labour-Management Committee with the objective of reviewing the present methods of training, opportunities for training and making joint recommendations concerning training initiatives.

Notwithstanding any provision in the Agreement to the contrary, when an Employee is required to travel outside of normal working hours for purposes of attending training programs outside CGS' geographic boundaries, the Employee shall be compensated at straight time for travel time. The Employee will have the option of pay or banking of the travel time, to be taken at a time mutually agreed upon between the Employee and his/her

Supervisor. Failing mutual agreement, the bank time will be paid out three (3) months after it was accrued.

LC:04 Medical Certificates

Should an Employee on LTD incur over **TWO HUNDRED AND FIFTY (\$250.00) DOLLARS** in medical certificates expenses as required by our LTD carrier over a calendar year, on presentation of receipts to the Health and Safety Section, the Employer will give consideration to reimbursing the amount over **TWO HUNDRED AND FIFTY (\$250.00) DOLLARS**, on verification (with the Employee's consent) that the carrier required the certificates, and that the Employee was not directed away from the practitioner(s) in question for reasons of cost, and that there were no other circumstances surrounding the case that would make reimbursement inappropriate.

LC:05 Retroactivity of General Wage Increase and Job Evaluation

LC:05(a) General Wage Increase

With respect to the General Wage Increase, the Employer agrees to pay retroactivity on wages paid to the effective date for the first General Wage Increase under this Agreement. Persons who have left the employ of the Employer between April 1st, and the date retroactive pay is paid to active Employees, shall be eligible for retroactive pay, provided he/she left a forwarding address with the Human Resources and Organizational Development Division.

LC:05(b) Job Evaluation

Retroactive pay shall be payable (as applicable) to Employees who resigned their position with CGS, Retirees, and Temporary Employees who have been released, provided the retroactive pay owed exceeds **One Hundred (\$100.00) Dollars** gross, and the former Employee has left a forwarding address with the Employer. No retroactive pay will be due those who acted in relief in a non-posted classification which was subsequently raised in value through the Joint Rating Committee process.

If an Employee's job has changed substantively after their date of assignment, the onus is on the Employee to avail themselves of the challenge procedures in the Job Evaluation Plan.

LC:06 Grand Parenting Payment in Lieu (PIL)

The Employer agrees to grandparent those remaining three (3) Part Time Emergency Services Employees who were receiving twelve (12%) percent Payment in Lieu (PIL) prior to ratification of the 2002 - 2005 Collective Bargaining Agreement, with OMERS carve out (if applicable). Should a grand parented Employee leave the Part Time classification for any reason other than a Limited Posting, their grand parented status for PIL would cease.

LC:07 Modified Work Program

The Parties agree that whenever the Rehabilitation Officer of the Human Resources and Organizational Development Division of the Employer is required to consider the accommodation of an Employee, it will give the Union the opportunity to participate in the accommodation process.

The Employer will pay the cost of all medical certification required by the Employer, the WSIB or the Insurance Carrier, in connection with the Employer's Modified Work Program.

LC:08 Grand Parenting Group RRSP Participants and CSB's

The Parties agree to grandparent participation in payroll deduction Group RRSP's to those Employees who participated on the date of ratification of the 2002 - 2005 Collective Bargaining Agreement in the current amounts deducted, per the listing of names provided to the Union on June 13th, 2002. The amounts cannot be adjusted up or down, and should an Employee wish to discontinue their contribution, their grand parented status will cease.

The parties agree that all Employees may participate in payroll deduction at the local Credit Unions. Employees participating may change the level of payroll deduction one time (1x) per year.

LC:09 Transitional Semi-Private Provision

The Parties agreed to eliminate semi-private and private hospital room coverages from the Plan, effective the first of the month following ratification of the 1996 - 1999 Agreement. All Employees were advised that this coverage is no longer available and if an Employee wants a semi-private or private room, they will pay for same directly. However, where Area Hospitals bill Employees for semi-private or private rooms without the Employee having requested same, those bills will be paid by the Employer on presentation of invoices to the Human Resources and Organizational Development Division, and the issue of improper bills will be taken up by the Employer and the Hospital involved. The issue of improper billing will not exist where only semi-private/private rooms are available and the carrying agency can legally force the premium for the room to be paid. In such instances the premium for the room will be paid by the Employer. This arrangement only applies to semi-private/private rooms and will not be extended to current/future daily fees for chronically ill patients, or other accommodation charges which are not contemplated by our Plan design.

LC:10 Tracking Temporary Employees

The Employer commits to work with the Union to provide more current, regular and meaningful data on the status of Temporary Employees than that already provided under Article 8:02(3) (Listing of Temporary Employees). Automated and remote reporting will be explored as a means of providing quality information without excessively increasing administrative burden.

LC:11 Government Grant Programs

LC:11(1) The Parties agree that government Grant programs (e.g. from HRDC, FedNor) have the potential to enhance the community and the quality of life of the Citizens of CGS. The Parties therefore agree that support/concurrence with applications for said grants will not be unreasonably withheld.

LC:11(2) At the time Union concurrence is sought the Employer is to provide the Union with a written explanation of the amount of funding sought number of jobs to be created, their term, wage(s), general duties, and expected outcomes of the project.

LC:12 Funded Limited Positions

The Parties have agreed to not incorporate funded limited positions into Schedule "A" of the Collective Bargaining Agreement, given their transient nature. Rather, the Employer will be required to forward to the Sectional Chair of the Union at the end of each quarter of the calendar year, a listing of the current funded Limited Positions covered by the Agreement which are not listed in Schedule "A". The listing will show the job title, the Incumbent's name, the Incumbent's employment class (e.g. Permanent, Temporary, etc.), the Section where the Incumbent works, the Incumbent's pay group and step number, and whether that rate of pay is interim, or confirmed by the Joint Rating Committee.

LC:13 Mediation

The Parties agree that once either party has referred a grievance to arbitration, the Arbitrator/Board selected and an Arbitration date agreed upon, a final meeting may be scheduled between the parties with mutual agreement at least sixty (60) working days in advance of the scheduled Arbitration date, at a Boardroom at Tom Davies Square. The purpose of the meeting will be to determine if a mutually agreeable settlement of the issue can be achieved with the assistance of a Mediator agreed upon the Parties.

Attendees will include the Co-ordinator of Labour Relations, a Representative of the National Union and up to three (3) Employer and Union Executive/Grievance Committee members. The Grievors may attend at the discretion of the Union. There will be no loss of straight time earnings for the three (3) Union Representatives and the Grievor attending the meeting.

LC: 14 Compressed Work Week Program

The Parties agree that the Compressed Work Week Program (CWW) is an arrangement whereby an Employee within a unit or team works the same number of hours within fewer days and earns a subsequent day off.

The Compressed Work Week Programs that the Parties have previously agreed to were established to include the following parameters:

- (a) Participation:** Full Time Employees and any Casual / Seasonal and Regular Part Time Employee on a Limited Job Posting are eligible to participate in Compressed Work Week (CWW) Programs. It is agreed that Temporary Employees will not be permitted to participate in CWW except for Schedule B Employees. Participation in CWW is subject to operational requirements and will be implemented on a unit or team basis. The definition of a unit or team is determined by the Employer. The Employer reserves the right to review or modify the CWW Program at any time. At all times, adequate staff coverage must be available to ensure operational requirements are met.
- (b) Termination:** Employees can terminate their participation in a CWW Program with one (1) week's written notice to the Employer. At its sole discretion, either Party may terminate a CWW Program upon thirty (30) days written notice to the other Party.
- (c) Applications:** Employees will indicate their interest in participating in CWW by submitting a completed form provided by the Employer. Application for participation in a CWW Program can only be made prior to the inception of each block of time for operation of the CWW Program. Blocks of time are mid – January to mid – June and mid – September to mid – December.
- (d) Hours of Work:** A 14/15 day option will be the only schedule. Participating employees must work an extra thirty (30) minutes daily for fourteen (14) days in order to earn a fifteenth day off with pay. The basic hours of employ for Employees participating in CWW shall be from 8:00 am to 4:30 pm Monday to Friday inclusive, with a one (1) hour unpaid lunch allotted therein. Such additional thirty (30) minutes per day will not be used in the calculation of hours for overtime purposes. Authorized periods of overtime in excess of the basic hours of employ specified herein will be compensated in accordance with Article 14:04 Overtime. A fifteenth day will be the Employee's Earned Day Off (EDO).
- (e) Earned Days Off:** The fifteenth (15th) day will be the Employee's Earned Day Off (EDO). EDO's cannot be banked for future use. EDO's are to be taken on either Monday or Friday subject to operational need. The Employer retains the right to reschedule an EDO based on operational need.

- (f) Paid Holidays:** If the EDO falls on a Paid Holiday, a Monday EDO will be taken on the Tuesday after the Paid Holiday and a Friday EDO will be taken on the Thursday before the Paid Holiday. If a Paid Holiday falls within the fourteen (14) days when an Employee participating in CWW would normally work an additional thirty (30) minutes, the Paid Holiday will not include pay for the additional thirty (30) minutes, rather, the Employee will work the additional thirty (30) minutes on an alternate day during the fourteen (14) day work cycle.
- (g) W.I. and Vacation Absence:** If an Employee participating in CWW is absent on one of the fourteen (14) days when the Employee would normally work an additional thirty (30) minutes, and the Employee's absence is due to illness or vacation, seven and one-half (7 ½) hours will be deducted from the Employee's W.I. days or vacation days as appropriate.
- (h) Established CWW Programs:** The provisions described in this Letter of Commitment detailed from (a) through (g) inclusive apply to all CWW Programs unless otherwise noted below in the CWW Programs agreed to in the following Sections/Divisions:
- i. Arena Services Section where EDO's are taken on a Tuesday, Wednesday, or Thursday.
 - ii. Children's Services Division where the EDO is to be taken on Friday only.
 - iii. Compliance and Enforcement Section.
 - iv. Corporate Communication and French Language Services Section where Employees must opt in at the time of application to either an 8:00 am to 4:30 pm working day or a 8:30 am to 5:00 pm working day for fourteen (14) days.
 - v. Development Approvals Section where Employees must opt in at the time of application to either a 8:00 am to 4:30 pm working day or a 8:30 am to 5:00 pm working day for fourteen (14) days.
 - vi. Environmental Planning Initiatives Section.
 - vii. Finance Division where Employees must opt in at the time of application to either a 8:00 am to 4:30 pm working day or a 8:30 am to 5:00 pm working day for fourteen (14) days.
 - viii. Information Technology Division where Employees must opt in at the time of application to either a 8:00 am to 4:30 pm working day or a 8:30 am to 5:00 pm working day for fourteen (14) days.
 - ix. Legal Services Section where Employees must opt in at the time of application to either a 8:00 am to 4:30 pm working day or a 8:30 am to 5:00 pm working day for fourteen (14) days.
 - x. Planning Administration Section
 - xi. Roads and Transportation Section
 - xii. Social Services Division.
 - xiii. Traffic and Transportation Section
- (i) New CWW Programs:** CWW Programs may be extended to other units or teams where interest in participating is expressed by Employees working in a unit or team. Any additional CWW Programs established outside the parameters included in this Letter of Commitment must be agreed to by the Parties. Requests to implement a new CWW Program will not be unreasonably denied.

LC:15 Municipal Elections

The parties agree to incorporate the past practice and MOA signed September 22nd, 2008, whereby during a Municipal Election the Employer will put out a call for volunteers to provide general administrative support to the election process with an option to invoke Article 4:01 if necessary. Employees understand that at the time they volunteer all wages will be paid in accordance with the Collective Bargaining Agreement.

LC:16 Arbitrators

The Parties agree to meet by October 31st of each year of this Agreement to establish a list of Arbitrators acceptable to both Parties and to pre-book hearing dates. This list will be reviewed on an annual basis and amended accordingly.

LC:17 Apprenticeship Programs

The Parties support apprenticeship as an effective form of training which addresses the needs of Employers, by helping build a skilled labour force, and workers, who learn necessary skills. In the event that the Parties agree there is a need to develop an Apprenticeship Program, the Parties agree to meet and develop a program which may include the following components:

- Pay and/or reimbursement for tuition, certification and/or affiliation
- Job Posting provisions
- Special arrangements with the relevant College and/or educational institution
- Other sources of funding for the apprentice(s) and/or program(s) including but not limited to the Provincial and Federal Government.

LC:18 Printing of Collective Bargaining Agreement

The Parties agree to make their best effort to edit, print, and distribute renewed Collective Bargaining Agreements within one hundred and twenty (120) days of ratification. The Collective Bargaining Agreement will be printed/copied by unionized employees of the City of Greater Sudbury.

LC:19 Job Evaluation Arbitrators

In order to help expedite the Job Evaluation process, the Parties have agreed to use the following pre-selected Arbitrators as Job Evaluation Plan Arbitrators, per the Job Evaluation Manual, on a rotating basis:

- 1) Kevin Burkett
- 2) Jane Devlin
- 3) Louisa Davies

Should one of the Arbitrators no longer be available, the parties shall jointly agree on a replacement Arbitrator, in order to ensure there are always three (3) Arbitrators available for selection.

Upon ratification of the CBA, the Parties further agree to jointly contact the above noted Arbitrators, in order to secure a series of potential hearing dates for the term of the CBA.

Additionally, the Parties have agreed that all job evaluation disputes which have been deemed as a motion lost by the Joint Rating Committee prior to the date of ratification of the CBA, shall be referred to Arbitration (or to the Referee process outlined in the Job Evaluation Manual) for resolution by no later than November 1, 2010 - with the exception of:

- 1) all job challenge disputes and/or;
- 2) all job evaluation disputes regarding Education and/or Experience factor ratings,

as they have already been referred to Arbitration.

LC:20 Contracting In Process

The Parties are committed to creating the conditions for reducing the amount of operating work in the scope of positions in the bargaining unit currently performed by outside contractors. It is agreed that there are circumstances where work is currently being

performed by contractors that could be performed more effectively and at a lower cost by CGS employees.

The Parties will meet, not later than December 31st, 2010 to evaluate priority operating projects currently being performed by contractors which could result in increased efficiency and decreased cost to the Employer. The Employer will notify the Union of the expiry of these priority contracts no later than two (2) months prior to their expiry. The Parties will meet to evaluate the potential for CGS employees to perform the work of these priority contracts and set targets for the amounts of work that could be contracted in.

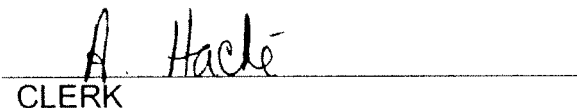
DATED at the City of Greater Sudbury, Ontario this 11th day of February, A. D. 2011.

THE CITY OF GREATER SUDBURY

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


MAYOR


LOCAL UNION PRESIDENT


CLERK


LOCAL UNION RECORDING SECRETARY


BARGAINING COMMITTEE MEMBER


BARGAINING COMMITTEE MEMBER


CUPE NATIONAL SERVICING
REPRESENTATIVE

BY-LAW 2003-144A

**A BY-LAW OF THE CITY OF GREATER SUDBURY
CONCERNING SICK LEAVE CREDIT GRATUITIES FOR
THE EMPLOYEES OF THE CITY OF GREATER SUDBURY**

WHEREAS the Council of The City of Greater Sudbury deems it desirable to consolidate the various plans of sick leave credit gratuities for the Employees of the City of Greater Sudbury established by the Councils of the former Area Municipalities;

**NOW THEREFORE THE COUNCIL OF THE CITY OF GREATER SUDBURY
ENACTS AS FOLLOWS:**

1. In this By-law,
 - (a) "AREA MUNICIPALITY" means any one of the former seven (7) area municipalities of the former Regional Municipality of Sudbury,
 - (b) "BASIC RATE" means the rate of pay of the individual's permanent job classification at the time of injury/sickness,
 - (c) "CITY" means the City of Greater Sudbury,
 - (d) "COUNCIL" means the Council of the City of Greater Sudbury,
 - (e) "EMPLOYEE" means only persons in the employ of the City of Greater Sudbury, in the following groups:
 - (i) Permanent Employees who are Members of the Canadian Union of Public Employees and its Local 4705, Inside and Outside Units;
 - (ii) Permanent, Non Union Employees representing management of the City of Greater Sudbury,
 - (f) "EMPLOYEE HEALTH CARE - personal maintenance of" means the personal attendance by a legally qualified and licensed medical practitioner, medical specialist, dentist, chiropractor, optometrist or physiotherapist for diagnostic or treatment services to an Employee whether through direct Employee contact or subsequent referral,
 - (g) "FROZEN SICK LEAVE CREDIT" means a per diem allowance or portion thereof as provided by this By-law for sick leave absence,

(h) "GENERAL MANAGER" means the Chief Administrative Officer, General Manager of Citizen and Leisure Services, General Manager of Corporate Services, General Manager of Economic Development and Planning, General Manager of Emergency Services, General Manager of Health and Social Services, General Manager of Public Works, and their designates,

(i) "MONTH" shall mean a calendar month,

(j) "NET PAY" means the value of the Employee's basic rate of pay less E.I., C.P.P., Income Tax, and O.M.E.R.S. deductions,

(k) "REGULAR ATTENDANCE" means the attendance of an Employee at his/her duties for any month, on the days and during the hours for which his/her attendance is required during that month, according to the terms of his/her employment,

(l) "SERVICE" means all attendances and authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks,

(m) "SICK LEAVE ABSENCE" means absence from regular attendance by sickness or other physical incapacity,

(n) "SICK LEAVE CERTIFICATE" means a certificate verifying a claim for sick leave in the form attached hereto and forming part of the By-law as Schedule "A", and

(o) "TREASURER" shall mean the Treasurer of the City of Greater Sudbury.

2. (a) A plan of sick leave credit gratuities is hereby continued for all Employees as defined above, save and except those Employees of the former Town of Onaping Falls and the former Town of Walden and, subject to the control of Council, the conduct and management of the plan shall be vested in the Director of Human Resources.

(b) The Director of Human Resources shall perform all things necessary or incidental to carry on the frozen sick leave credit gratuities plan. Each General Manager, in conjunction with the Director of Human Resources, shall have the power to allow, amend or disallow any frozen sick leave credit or sick leave absence for an Employee in accordance with the terms of this By-law, provided, however, that the disallowance by the Director of Human Resources of any frozen sick leave credit or sick leave absence shall be subject to the appeal set out in Section 5 of this By-law.

(c) The Treasurer shall provide and keep a Register in which all frozen sick leave credits for all Employees shall be recorded so that the register will show the net frozen sick

leave credit of an Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credits.

(d) Sick leave absences for those Employees who normally are considered to work a five (5) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one (1) day's credit. Sick leave absences that are less than a full day shall be charged against the credits on an hour for hour absence basis.

(e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four (4) hours pay within a span of a work day.

(f) Sick leave absences for those Employees who normally work a four (4) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one and one-quarter (1.25) days' credit.

3. (a) An Employee who is absent from his/her duties for more than five (5) working days from a compensable accident suffered during the course of his/her duties as an Employee of the City, may apply to the City to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth (6th) working day and for each additional working day for which the Employee is absent due to the accident, there shall be charged against his/her sick leave credits that portion paid to the said Employee by the City, converted to days or a portion thereof.

(b) The City shall only deduct from the Employee's sick leave credits the change and excess portion of wages between the Worker's Safety Insurance and his/her net basic daily rate. Should the Employee's sick leave credits become exhausted, then the City shall not continue further payments.

(c) No Employee shall receive sick leave pay for absence in excess of his/her accumulated sick leave credit.

(d) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons which days of absence shall be deducted from their non-accumulative sick leave credits, subject to the provision that such compassionate leave is not provided by some other City provision.

(e) An Employee shall not be entitled to benefits under Section 3(d) if he/she fails, upon request, to furnish his/her Supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.

(f) Frozen sick leave credits shall not be paid out for the time period an Employee would qualify for Employment Insurance/Maternity/Parental Benefits.

(g) An Employee may subsidize his/her Weekly Indemnity Insurance Coverage to that of his/her basic salary, from his/her frozen sick leave credits in keeping with City policy and practices and the terms and conditions of the Master Contract.

(h) An Employee may subsidize his/her Long Term Disability (L.T.D.) Insurance Coverage to Eighty-five Percent (85%) of his/her basic salary from his/her frozen sick leave credits in keeping with the Employer policy and practices and the terms and conditions of the Master Contract.

4. (a) An Employee shall report his/her illness no later than the first (1st) hour on the first (1st) day on which such Employee is absent from his/her work, to his/her Supervisor, or as otherwise directed by sectional policy.

(b) Upon an Employee's return, he/she shall file with his/her Supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule "A", if the absence has been in excess of three (3) consecutive work days, he/she may also be required by his/her Supervisor to file a physician's certificate in accordance with the Weekly Indemnity Insurance Plan.

(c) The sick leave certificate, supported by a physician's certificate if required by the Supervisor, shall be filed when the claim of any Employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the Employee's normal day off.

(d) A General Manager or designate, upon previous notice or interview, may demand a medical doctor's certificate for a one (1) day or two (2) day sick leave of absence.

5. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each General Manager an annual statement of frozen sick leave credits for each Employee in the Department. Any Employee shall have the right to appeal the contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the City prior to the 15th of March of the year in

which the statement was received, provided that if no appeal is filed as aforesaid, the contents of the said statement shall be considered final and binding.

(b) A Board of Review for hearing of such appeals is hereby constituted consisting of the President of the appealing Employee's Union (or a representative in the case of a Non Union Employee), the Director of Human Resources, and a Chair of the Board, to be selected by the Union president (or the Non Union representative) and the Director of Human Resources. If the Union President (or Non Union representative) and the Director of Human Resources are unable to agree, then the selection of Chair shall be made by the City Solicitor in his/her sole discretion. A majority decision of the Board of Review shall be final and binding upon the City and the Employee.

(c) Where an appeal is filed with the Treasurer he/she shall forthwith notify the Director of Human Resources and President of the appealing Employee's Union (or Non Union representative). The Board shall set a date for the hearing of the appeal and the Chair shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven (7) days prior to the date set by the Board for the hearing of the appeal.

(d) The decision of the Board of Review in respect to any appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.

6. (a) When an Employee having five (5) years of completed service with the City or on transfer with uninterrupted service from an Area Municipality, save and except those Employees of the former Town of Onaping Falls, City of Valley East and Town of Walden, ceases to be employed by the City there shall be paid to him/her or to his/her personal representative or, failing a personal representative, to such other person as the Board of Review may determine:

(i) for those Employees who normally work a five (5) day week an amount equal to his/her current daily salary, wages or other remuneration for one-half (1/2) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half (1/2) year's earnings at the basic daily rate received by him/her immediately prior to termination employment.

(ii) for those Employees who normally work a four (4) day week an amount equal to point eight zero (.80) (4/5) of his/her current daily salary, wages or remuneration for one-half (1/2) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half (1/2) year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

7. Frozen sick leave credits payable herein shall be payable to any qualified Employee under Section 6(a) upon termination of employment regardless of cause, provided, however, that the City may withhold therefrom any amount for which such Employee is legally liable to account to the City in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the City. Any dispute over amounts so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the Employee. This By-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

8. This By-law does not apply to Registered Nurses employed at Pioneer Manor Long Term Care Facility in the City of Greater Sudbury, as the result of an arbitration award made pursuant to the *Hospital Labour Disputes Arbitration Act* by Brent Arbitrations Incorporated dated the 16th day of September, 1980.

9. Each of the following bylaws are hereby repealed, with all credits and gratuities earned under the repealed By-law continued:

- (a) By-law 68-68 of the former Township of Blezard;
- (b) By-law 1009 and 72-48 of the former Town of Capreol;
- (c) By-law 72-12 of the former Town of Copper Cliff;
- (d) By-law 66-2 for the former Town of Dowling;
- (e) By-laws 57-63 and 76-64 of the former Township of Hanmer;
- (f) By-law 238 of the former Town of Levack
- (g) By-laws 1052 and 1104 of the former Township of McKim;
- (h) By-law 65-11 of the former Township of Neelon and Garson;
- (i) By-law 97-03 of the former Town of Nickel Centre;
- (j) By-law 66-19 of the former Township of Rayside;
- (k) By-law 99-34 of the former Town of Rayside Balfour;
- (l) By-law 99-99A of the former Regional Municipality of Sudbury;

(m) By-laws 60-132, 63-30, 73-17, 74-114, 74-181, 78-57; 80-176, 81-100, 82-119, 82-120, 87-226, 88-107 of the former City of Sudbury; and

(n) By-law 98-07 of the former Town of Valley East.

10. This By-law shall come into force and effect retroactively as of January 1st, 2001.

READ THREE TIMES AND PASSED IN OPEN COUNCIL this 26th day of June, 2003.

_____ Mayor

_____ Clerk

SCHEDULE 'A' TO BY-LAW 2003-144A
OF THE CITY OF GREATER SUDBURY
SICK LEAVE CERTIFICATE

(1) **EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE**

I hereby apply for sick leave absence and certify that my absence was occasioned by

_____ sickness

_____ accident

from _____ to _____ inclusive.

Nature of Sickness or Accident:

Total Days: _____

Date: _____

Employee's Signature

DECISION ON APPLICATION

- (2) The above application
- (a) is approved
 - (b) is not approved
 - (c) is approved but amended as follows:

Dated: _____

Signature of Supervisor or Designate

BY-LAW 2010-181

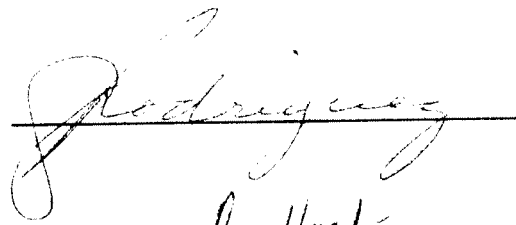
**A BY-LAW OF THE CITY OF GREATER SUDBURY
TO AUTHORIZE A MEMORANDUM OF AGREEMENT WITH THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4705 INSIDE UNIT**

WHEREAS the Council of The City of Greater Sudbury deems it desirable to execute a Memorandum of Agreement with the Canadian Union of Public Employees, Local #4705 Inside (Office, Clerical, Technical, Leisure Programming, Transit, Operations, Library, Heritage and Paramedical) Unit;

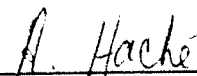
**NOW THEREFORE THE COUNCIL OF THE CITY OF GREATER SUDBURY
HEREBY ENACTS AS FOLLOWS:**

1. The Mayor and Clerk are hereby authorized to execute a Memorandum of Agreement with the Canadian Union of Public Employees, Local #4705 Inside (Office, Clerical, Technical, Leisure Programming, Transit, Operations, Library, Heritage and Paramedical) Unit.
2. This By-law shall come into force and take effect immediately upon the final passing thereof.

READ AND PASSED IN OPEN COUNCIL this 11th day of August, 2010.

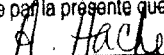


Mayor



Clerk



I hereby certify the foregoing to be a true copy.
Je certifie par la présente que le susdit est conforme.


City Clerk/Greffière municipale

2010 – 2013

COLLECTIVE BARGAINING AGREEMENT

THE CITY OF GREATER SUDBURY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL #4705 INSIDE (OFFICE, CLERICAL, TECHNICAL, LEISURE
PROGRAMMING, TRANSIT OPERATIONS, LIBRARY, HERITAGE AND
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