

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF ≅ CITY OF SUDBURY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL ≅ (AIRPORT)

SOURCE	C-17		
EFF.	96	04	01
TERM.	99	03	31
No. OF EMPLOYEES	11		
NOMBRE D'EMPLOYÉS	11		

APRIL 1, 1992 - MARCH 31, 1999

20 1997

09449002

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

INDEX

SUBJECT	ARTICLE	PAGE
Agreement -Signing Authorities	38	46
Annual Vacations	16	21
1 Year or More of Continuous Service	16:01(1)	21
4 or More Years of Continuous Service	16:01(2)	22
9 or More Years of Continuous Service	16:01(3)	22
19 or More Years of Continuous Service	16:01(4)	22
24 or More Years of Continuous Service	16:01(5)	23
Vacation Credits Cease	16:01(6)	23
Vacation Pay	16:01(7)	23
Termination of Employment	16:02	23
Paid Holiday During Vacation Period	16:03	24
Cancellation of Vacation	16:04	24
Change of Vacation Schedule	16:05	24
Arbitration	9	9
Expenses	9:02	9
Power of Arbitration Board	9:03	9
Benefit Plans	21	27
Permanent Employees	21:01(1)	27
Probationary Employees	21:01(3)	29
Continuation of Benefits	22:01(5)	30
Participation-Condition of Employment	21:02(1)	31
Exclusion from Plans	21:02(2)	31
Employees on Leave of Absence Without Pay	21:02(3)	31
Certified Disability	21:02(4)	31
Equivalent Carrier	21:02(5)	31
Bulletin Boards	24	34
Contracting Out	31	41
Definitions	32	41
Basic Rate	32:01	41
Permanent Employee	32:02	41
Probationary Employee	32:03	42
Regular Rate	32:04	42
Summer Student Employee	32:05	42

Discipline	33	42
Discrimination	4	2
Discrimination	4:01	2
Harassment	4:02	2
Union Membership	4:03	2
Union Activities	4:04	3
Employer Rights	6	3
General	25	34
Medical Re-checks	25:02	34
Laundering	25:03	34
Gloves	25:03(3)	35
Employees Detained Because of Inclement Weather	25:03(5)	35
Injury During Working Hours	25:04	35
Time Act	25:05	35
Safety Footwear	25:06	36
Tool Allowance	25:07	36
Interim Meetings	25:08	37
Union Representative	25:09	37
General Grievances	8:08	6
Complaint Stage	8:08(1)	6
Submission of Grievance	8:08(2)	6
Discharge, Suspension and Discipline Cases	8:09	7
Management General Grievances	8:10	7
Time Limits	8:11	8
Notification of Dissatisfaction	8:12	8
Disciplinary Notices	8:13	8
Access to Personnel File	8:14	8
Grievance Procedure	8	4
Definition of Grievance	8:01(1)	4
Grievances in Writing	8:01(2)	4
Calendar Day - Definition	8:01(3)	5
Signatures	8:01(4)	5
Complaint Stage	8:02	5
Grievance Committee	8:03	5
Stage One	8:04	5
Stage Two	8:05	5
Stage Three	8:06	6
Stage Four	8:07	6
Health and Safety	35	42
Co-Operation	35:01	42
Committee	35:02	43
Meetings	35:03	43
Discipline	35:04	43
Reporting to Immediate Supervisor	35:05	43
Tools and Equipment	35:06	43
Worker's Compensation Board Form 7	35:07	44
Holidays	15	20
Permanent & Temporary Employees	15:01	20
Proclaimed Holiday	15:02	20
Work Performed on Holidays	15:03	20
Summer Student Employees	15:04	21
Qualifications	15:06	21

Limitation	15:07	21
Hours of Work	17	24
Janitors, Labourers, Airport Operations		
Servicemen-E.R.S., Airport Operations Lead Hand-E.R.S.	17:01(1)	24
Mechanics	17:01(2)	24
Rest Periods	17:01(3)	25
Job Posting	13	13
Vacancies & Newly Created Positions	13:01(2)	13
Contents and Posting Period		14
Trial Period	13:01(3)	14
Performance During Trial Period	13:01(4)	14
Limited Position	13:01(7)	15
Written Notice	13:01(10)	15
Short Term Vacancy	13:01(11)	15
New Classification	13:02	15
Labour Management Committee	36	44
Leave of Absence	14	16
Salary Representative of the Union	14:01	16
Union Business	14:02	16
Conventions	14:03	16
Furloughs and Military Leaves	14:04	16
Jury and Witness Duty Leave	14:05	17
Candidate for Election	14:06	18
Time to Vote	14:07	18
Pregnancy Leave	14:08	18
Fringe Benefits During Pregnancy Leave	14:08(4)	18
Pregnancy Leave Supplement	14:08(5)	18
Personal Leave Days	14:09	19
Offence Under Highway Traffic Act	14:10	20
Loss of Seniority	12	13
No Strikes or Lockouts	7	4
Notifications	34	42
Overtime	18	25
Overtime Rate	18:01	25
Work Not Continuous With Regular Shift	18:02	25
Overtime Continuous With Regular Shift	18:03	25
Last Scheduled Day Off	18:04	25
Limitations	18:05	25
Meal Allowance	18:06	25
Division of Overtime	18:07	26
Time Off in Lieu of Overtime	18:08	26
Stand-By	18:09	26
Pay Days	23	33
Purpose	1	1
Relieving in Other Grades	20	27
Relieving in Position of Higher Rating	20:01	27
Relieving in Position of Lower Rating	20:02	27
Relieving Outside the Bargaining Unit	20:03	27

Reporting Pay	30	41
Responsibility of Employees	5	3
General Welfare of Citizens	5:01	3
Disputes	5:02	3
Change of Address or Telephone Number	5:03	3
Retirement and Pension Plans	27	40
Schedules, Wage Increases and Premiums	26	37
1996 General Wage Increase	26:02	37
1992 Cost of Living Allowance (COLA)	26:03	37
1993 Cost of Living Allowance (COLA)	26:04	38
Retroactivity	26:06	39
Sanitary Sewer Waste or Raw Sewage	26:07	39
Removal of Firefighting Duties	26:08	40
Scope	2	2
Seniority	11	10
Probationary Period	11:02	11
Seniority List - Perm. & Prob. Employees	11:03(1)	11
List of Summer Employees	11:03(2)	12
Second List	11:03(3)	12
Protests	11:03(4)	12
Notice of Lay-Off	11:04	12
Shift and Sunday Differentials	19	26
Sick and Bereavement Leave	22	32
Sick Leave	22:01	32
Bereavement Leave	22:02	32
Immediate Family	22:02(1)	32
Brother-in-law, Sister-in-law, Son-in-law or Daughter-in-law	22:02(2)	32
Bereavement Leave During Vacation Period	22:02(3)	33
Application Form	22:02(4)	33
Travel Time	22:02(5)	33
Technological Change	37	44
Term of Agreement	29	40
Union Recognition	3	2
Union Security	10	9
Check of Dues	10:01	9
Amount of Dues	10:02	9
Deduction and Remittance of Dues	10:03	9
Statement	10:04	9
Individual Agreements	10:05	10
Minutes of City Council Meetings	10:06	10
Validity of Agreement	28	40

DATED at Sudbury, Ontario this day of , 1997.

CANADIAN UNION OF PUBLIC EMPLOYEES MUNICIPAL CORPORATION OF THE CITY
LOCAL 6 (AIRPORT) OF SUDBURY

Per: J. Simonsen Per: Tom Gray
President Mayor

Per: Rich O'Hara Per: Dean
Secretary Director of Administrative Services
CLERK. 105

Per: Robert Per: Alan
Representative City Manager

John Wayne
Sectional Vice-President Director of Human Resources

Witness

Witness

4. **Co-ordination of Benefits**

The Parties agree to implement the coordination of benefits following ratification.

5. **Positive Enrollment**

The Parties agree to implement positive enrollment for medical benefits following ratification.

6. **Retroactivity**

The Parties agree that the first year increase is retroactive to April 1, 1996

D. CHANGES TO GROUP BENEFIT PLANS

1. During the term of this Agreement, the Parties agree to the following:

- a) Mandatory coordination of benefits, and positive enrolment, will be undertaken and maintained. Liberty Health will be instructed to conduct random audits of completed forms for accuracy;
- b) Group Benefit Plans will be amended to provide for mandatory generic drug substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. Liberty Health will be advised to instruct Pharmacists to ignore preprinted statements on Doctor's scripts stating no generic substitution;
- c) Semi-private and private hospital room coverages shall be eliminated from Group Benefit Plans effective the first of the month following ratification. All employees and area hospitals will be advised that this coverage will no longer be available, and if an employee wants a semiprivate or private room they will pay for same directly. However, where a hospital bills an employee for semi-private or private room without the employee having requested same, those bills will be paid by the City of Sudbury on presentation of invoices to the Human Resources Department, and the issue of improper billing will be taken up by the city with the hospital involved. The issue of improper billing will be taken up by the City with the hospital involved. The issue of improper billing will not exist where only semiprivate and/or private rooms are available and the caring institution can legally force the fee for the room to be paid. In such instances the fee for the room will be paid by the City of Sudbury.

Schedule "A" - Job Classifications and Relative Wage Rates

47

Schedule "B" - Sick Leave By-law #82-119

4

Amendments #87-226

6

Amendments #88-107

64

LETTER OF COMMITMENT

65

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

THIS AGREEMENT made and entered into this 1st day of April, 1996
BETWEEN:

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

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 6 (AIRPORT EMPLOYEES)
(Hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - 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.

- 6. The Employer will ensure that Weekly Indemnity Insurance Claim Forms will be available to employees at the Airport Manager's Office.
- 7. The Employer will, through their discussions with either Transport Canada or a new Airport Authority endeavour to ensure that the Corporation of the City of Sudbury will continue to be responsible for the operation of the Sudbury Airport. This shall include endeavouring to ensure job security of the members of this Bargaining Unit through a lengthy transitional period considering prospective retirement dates of existing employees.
- 8. **Employee Parking**
The Employer agrees that for the Term of the Collective Agreement employees who work at the airport will not be charged for parking privileges for the purpose of attending work.

B. CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6 (AIRPORT)

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

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

- 1. Both Parties agree to meet jointly during the term of the Collective Agreement to discuss the issues surrounding the loss of driving privileges by a member of this Bargaining Unit.
- 2. **Common Date of Hire**
Both Parties hereto agree that seniority for employees hired on the same day will be determined by a random draw of numbers.
- 3. **Modified Work**
Both Parties hereto agree to negotiate and ratify a modified work program by no later than March 31, 1997.

ARTICLE 2 - SCOPE

LETTER OF COMMITMENT

BETWEEN

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

AND

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

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

A. THE EMPLOYER

1. The Employer agrees that the training of employees with regard to vehicle operation shall be the responsibility of a Mechanic II and III and an Airport Operations Serviceperson E.R.S. Lead Hand.
2. The Employer agrees that the training of employees with regard to other duties shall be the responsibility of an Airport Operations Serviceperson E.R.S. Lead Hand.
3. The Employer will continue to endeavour to provide suitable employment to employees who are disabled as a result of an accident incurred while in the Service of the Employer.
4. The Employer agrees to advise employees as well as the Union that disciplinary notices for absenteeism, lateness, work attitude or failure to provide an acceptable standard of work have been eliminated from the personnel files once effective computer software has been developed and implemented.
5. **Pay Adjustment**
The Union agrees that when an employee requires an adjustment to the pay, the employee will submit the direct deposit "Bank Deposit Stub" to the appropriate timekeeper for adjustment.

2:01 This Agreement shall apply to all Sudbury Airport Employees of the Corporation of the City of Sudbury save and except Airport Manager, Secretary to Airport Manager, Airport Operations Supervisor and Airport Operations Foreperson.

2:02 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 purpose of instruction, experimentation or during an immediate emergency.

ARTICLE 3 - UNION RECOGNITION

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

ARTICLE 4 - DISCRIMINATION

4:01 **No Discrimination**

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

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

4:02 **Harassment**

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

4:03 **Union Membership**

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

4:04 **Union Activities**

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

ARTICLE 5 - RESPONSIBILITY OF EMPLOYEES

5:01 **General Welfare of Citizens**

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

5:02 **Disputes**

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

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

It shall be the responsibility of all employees to notify the Airport Manager within five (5) calendar days of any change in address or telephone number.

ARTICLE 6 - EMPLOYER RIGHTS

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

- (1) Maintain order, discipline and efficiency;
- (2) Hire, 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

BY-LAW 88-107

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

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


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

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

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

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

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



Mayor



Clerk

determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used and the number of persons to be employed

BY-LAW 87-226

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

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

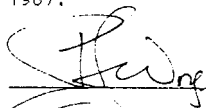
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

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

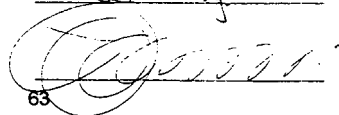
"4(2) Any Commissioner or a designate, upon previous written notice, with a copy to the Union, on an interview with an employee may demand a physician's certificate for any future sick leave or absence".

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

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



Mayor



Deputy Clerk

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

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7:01 In view of the orderly procedure established herein for the disposition of 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.

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

7:03 The words "strike" and "lockout" shall be defined as in the Canada Labour Code, R.S.C. 1970, c. L-1, Section 107, as amended from time to time.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 (1) **Definition of Grievance**

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

(2) **Grievances in Writing**

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

(3) Calendar Day - Definition

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

(4) Signatures

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

8:02 Complaint Stage

(1) It is understood that an employee has no grievance until the employee has first given the Supervisor an opportunity to adjust the complaint. In discussing the complaint, the employee may be accompanied by a Steward. When an employee is absent from work, the complaint may be presented to the Foreperson by a Steward.

(2) An employee's complaint which is not settled by the immediate Supervisor within two (2) calendar days shall then commence at Stage 1 of the Grievance Procedure.

8:03 Grievance Committee

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

8:04 STAGE 1

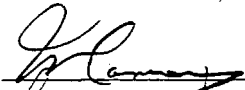
The aggrieved employee(s) shall submit the written grievance to a member of the Union Grievance committee. The Union Grievance Committee shall determine if the grievance is justified and whether both the Union and the aggrieved employee(s) wish to proceed to Stage 2. The grievance may then proceed, provided that no more than twenty (20) calendar days have elapsed since the occurrence of the alleged grievance.


8:05 STAGE 2

A member of the Union Grievance Committee shall take the written grievance to the Airport Manager or an appointee. The Airport Manager or an appointee shall, within five (5) calendar days, meet during working hours

engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions of this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith.
11. Where a conflict appears between any provision of this by-law and any provision of contracts of insurance entered into pursuant to subsection 2 of Section 8 and subsection 2 of Section 9, the contract of insurance shall prevail.

READ THREE TIMES AM) FINALLY ENACTED AND PASSED
I 6 OPEN COUNCIL THIS 14TH DAY OF JULY, 1982.



Mayor


Clerk

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

10. APPLICATION

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

to discuss and attempt to settle the grievance. Grievances that are not settled within five (5) calendar days of the meeting shall be referred back to the Union Grievance Committee.

8:06 STAGE 3

The Union Grievance committee shall consider the grievances and the Employer's reply at Stage 2 and decide within five (5) calendar days whether to proceed with the grievance to the Assistant City Manager of Community Services. If the Grievance Committee wishes to proceed, the Assistant City Manager of Community Services shall, during his working hours, meet with not more than two (2) members of the Grievance Committee within seven (7) calendar days of notification by the Grievance Committee. Failing settlement at this Stage within five (5) calendar days, Stage 4 may be invoked.

8:07 STAGE 4

The Union Grievance Committee of not more than two (2) members, a National Representative and/or Legal Counsel may then take the matter up with City Council or its designated representatives. Failing settlement at this Stage within fourteen (14) calendar days, then the matter may be referred to Arbitration, as provided in Article 9, provided that no more than thirty (30) calendar days have elapsed since the date of decision by City Council or its designated representatives.

8:08 GENERAL GRIEVANCES

(1) **Complaint Stage**

It is understood that there is no general grievance until the Director of Human Resources and the Assistant City Manager of Community Services have had an opportunity to adjust the complaint. Such complaint to be satisfactorily settled within ten (10) calendar days of receipt of the complaint or it may then be immediately implemented under Article 8, Stage 4.

(2) **Submission of Grievance**

Any differences arising directly between the Union and the Employer Administration concerning the interpretation, application, administration, or the alleged violation of the provisions of this Agreement may be submitted by either Party to the other at Stage 4 of the Grievance Procedure.

8:09 DISCHARGE, SUSPENSION AND DISCIPLINE CASES

(1) If an employee is discharged, suspended or disciplined, and if the employee believes he or she has been unjustifiably discharged, suspended or disciplined, the employee may have the grievance processed under the Grievance Procedure, starting at Stage 2, if presented in writing within seven (7) calendar days after the date of discharge, suspension or discipline. If it should be settled finally in the grievor's favour, reinstatement and pay adjustments shall be made at the regular basic rate (less amounts earned during time lost) for the hours per week, or any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

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

8.10 Management General Grievance

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

- A) On receipt of a written complaint from the Director of Human Resources, the Local Executive shall have two (2) weeks from receipt of the complaint to meet with the Director of Human Resources and other members of the Employer Administration concerning same and to settle same.
- B) A written answer shall be given by the Local Executive within two (2) weeks of the meeting.
- C) Failing settlement at this stage, then the matter may be referred by the Employer Administration on behalf of the Employer to Arbitration in accordance with Article 9 of this Collective Agreement provided that no more than four (4)

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

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

weeks have elapsed since the date of decision by the **Local Executive**.

Page 12

By-law 82-119

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

9. LONG TERM DISABILITY PLAN

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

8:11 Time Limits

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

8:12 Notification of Dissatisfaction

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

8:13 Disciplinary Notices

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

8:14 Access to Personnel File

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

ARTICLE 9 - ARBITRATION

9:01 If any differences of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, it shall be finally settled in accordance with any provision for final settlement furnished by the Canada Labour Relations Board pursuant to Section 155 (2) of the Canada Labour Code and amendments thereto.

9:02 Expenses

Should the Canada Labour Relations Board provide for the appointment of an Arbitration Board or a sole Arbitrator, then each of the parties hereto shall bear the expense of any Arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the Arbitrator not appointed by either party hereto, together with any cost of the place of hearing such Arbitration if and when the necessity arises.

9:03 Power of Arbitration Board

An Arbitration Board shall have the power to allow all necessary amendments to the Grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

ARTICLE 10 - UNION SECURITY

10:01 Check-Off of Dues

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

10:02 Amount of Dues

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

10:03 Deduction and Remittance of Dues

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

10:04 Statement

The Director of Finance/City Treasurer of the Employer, when remitting the dues deducted to the designated officer of the Union, shall include a statement clearly setting forth the names of the employees from whom the

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

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

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

8. WEEKLY INDEMNITY PLAN

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

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

dues were deducted, also showing any additions or deletions in staff.

10:05 Individual Agreement

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

10:06 Minutes of City Council Meetings

A copy of the Minutes of City Council meetings shall be mailed to the Secretary of the Local and the Staff Representative as soon as they become available.

ARTICLE 11 - SENIORITY

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

Therefore, the parties recognize:

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

Therefore, the parties agree that:

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

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

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

(2) Should circumstances require a reduction of employees, Summer Student Employees shall be laid off first, Probationary Employees shall be laid off secondly and then commencing with those Permanent Employees with the least seniority.

(3) When Permanent employees are laid off under this Article and positions again become available with the Employer, the Permanent Employees who are capable of performing the required duties shall be called back on a seniority basis.

(4) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no right of recall for Probationary or Summer Student Employees who are laid off under this Article.

(5) When employees are to be recalled by the Employer they shall be notified by registered mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer and, if they fail to report within fifteen (15) calendar days after the receipt of such notice, the Employer shall be under no obligation to re-employ them.

11:02 Probationary Period

A newly hired employee shall be on probation for a period of three (3) months from the date of hiring. The employment of such employee may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article 4:01 (a): as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

11:03 (1) Seniority List - Permanent & Probationary Employees

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

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

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

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

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

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

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

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

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

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

4.

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

(2) List of Summer Student Employees

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

(3) Second List

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

(4) Protests

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

11:04 Notice of Lay-Off

A Notice of Lay-Off shall be given in accordance with the terms and provisions of the Canada Labour Code and amendments thereto.

11:05 It is understood and agreed that in the event of a lay-off of Permanent Employees the Employer shall make every reasonable effort to provide the Union at least three (3) months notice.

The Parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the employees involved. Such discussion shall include the implementation of an Early Retirement Incentive Program, a transfer to another local and/or other recognized voluntary leaving Incentive Program where feasible, as an alternative to layoffs.

ARTICLE 12 - LOSS OF SENIORITY

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

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

ARTICLE 13 -JOB POSTING

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

All vacancies and newly ~~created~~ positions, which the Employer intends to fill shall be posted on all applicable Bulletin Boards for a minimum of seven (7) calendar days during which time the Permanent Employees will have an opportunity to apply and be duly considered for such positions before Probationary, Non-Airport Employees or Non-Employees are considered.

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

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

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

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

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

(2) Contents and Posting Period

A Job Posting shall contain the following information; The position, summary of duties, qualifications, shifts and wage rate. The posting period shall begin within seven (7) calendar days of the date the vacancy occurs and the notice will be posted after the selection period of seven (7) calendar days following the removal of the notice of posting, for a seven (7) calendar day period naming the successful applicant, if any.

(3) Trial Period

A successful applicant to a job posting shall be placed on a trial period of up to a maximum of three (3) months. Upon completion of the said trial period and if the applicant's performance has proven satisfactory, the successful applicant's position shall be confirmed.

(4) Performance During Trial Period

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

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

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

(7) **Limited Position**

A Limited Position shall mean a position which is for a limited duration not to exceed six (6) months or such longer period as may be mutually agreed upon between the Employer and the Union. Such mutual agreement shall not be arbitrarily or unreasonably withheld.

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

(9) A Permanent Employee filling a limited position, shall, on termination of the said limited position, revert to the job classification held immediately preceding his selection for the limited position.

(10) **Written Notice**

The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy at this time within five (5) calendar days after the vacancy occurs.

(11) **Short Term Vacancy**

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

13:02 **New Classification**

(1) The Union shall be notified in writing by the Employer of any new Classification before a position within the new Classification is posted.

(2) If the Parties fail to reach agreement within fifteen (15) calendar days, the Employer may proceed with the implementation of the new classification, subject to the terms of Articles 8 and 9 of the Agreement.

(3) The rate of pay and job descriptions for newly created Job Classifications not covered by Schedule "A" to this Agreement shall be

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

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

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

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

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

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

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

developed by a "Joint Rating Committee" of the Union and the Employer within a period of thirty (30) calendar days. This "Joint Rating Committee" shall be composed of not more than three (3) representatives of the Uni- and not more than three (3) representatives of the Employer. If the "Joint Rating Committee" cannot agree on the rate of pay and job description, then this difference shall be submitted in the form of a General Grievance and settled pursuant to the Grievance Procedure for General Grievances and, if necessary, Arbitration under Articles 8 and 9 respectively of this Agreement.

ARTICLE 14 - LEAVE OF ABSENCE

14:01 Salary Representatives of the Union

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.

14:02 Union Business

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

14:03 Conventions

A duly appointed delegate shall be granted leave of absence without pay and without loss of seniority to attend conventions of the Union upon a thirty (30) day written notice by the Union.

14:04 Furloughs and Military Leaves

- (1) The Employer may grant employees furloughs without pay for periods not to exceed three (3) months.
- (2) Prior to taking such a furlough, an employee shall obtain permission to do so in writing from the Employer.

(3) Unless employees so furloughed report for duty on or before the first working day following the expiration date of such furlough, they shall lose all of their seniority and may be subject to discharge for just cause.

(4) An extension to a furlough may be granted by mutual consent between the Employer and the Union.

(5) Furloughs under this Article 14:04 shall not be granted for the purpose of engaging in work outside the services of the Employer except in cases of sickness, or other exceptional circumstances.

(6) Any employee now serving or who hereafter is conscripted to serve in the Armed Forces, shall, while on military service, be granted a furlough without pay.

(7) The name of an employee on an authorized furlough shall be continued on the Seniority List.

14:05 Jury and Witness Duty Leave

(1) Employees subpoenaed to act as Jurors or Witnesses in criminal or civil courts or a Coroner's Inquest shall be granted leave of absence for such purpose.

(2) An employee shall be entitled to the Jury or Witness Duty fee or his/her full salary for the period, whichever is greater.

(3) If the full salary for the period is greater than the Jury or Witness Duty fee, then to receive his/her full salary, the employee must first remit to the Employer the full amount of his/her Jury or Witness Duty fee for the same period.

(4) The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

(5) In the event that an employee is subpoenaed to act as a juror or witness in a criminal or civil court or Coroner's Inquest as a direct result of his/her employment with the Corporation and being on approved annual vacation, such time spent as a juror or witness shall be reinstated for further use by the employee at a time mutually agreed between the employee and his/her immediate supervisor.

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

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

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

2. SICK LEAVE CREDITS

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

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

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

14:06 Candidate for Election

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

14:07 Time to Vote

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

14:08 Pregnancy Leave

(1) Every employee who becomes pregnant shall, in writing, notify her Director of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy as certified by a qualified Medical Practitioner.

(2) Pregnancy Leave shall conform to the provisions of the Employment Standards Act and amendments thereto, however, it is agreed and understood that an employee returning to work after a pregnancy leave or a personal leave shall provide the Employer with a minimum notice of fourteen (14) calendar days.

(3) An employee on Pregnancy Leave shall not receive Sick Leave Pay.

(4) Fringe Benefits During Pregnancy Leave

For Permanent Employees who qualify for pregnancy leave under this Article, the Employer shall contribute One Hundred percent (100%) of the total premium cost of the benefit plans outlined in Article 21:01 (1) of the Collective Agreement. These benefits will be paid for by the Employer only for the maximum period of time specified for pregnancy leave in Section 36 (1) and (2) of the Employment Standards Act.

(5) Pregnancy Leave Supplement

A Permanent Employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to Section 18,

Unemployment Insurance Act, R.S.C. 1985, c. U-I, shall be paid a supplement equivalent to the difference between the sum of the Unemployment Insurance Benefit the employee is eligible to receive and Seventy-five percent (75%) of the basic rate the employee is being paid at the commencement of the pregnancy leave.

SCHEDULE "B"

BY-LAW 82-119

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

14:09 Personal Leave Days

Employees will be granted Personal Leave Days with pay, upon the following terms:

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

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

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

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

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

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

1. DEFINITIONS

- (1) In this by-law:

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

SCHEDULE "A"

JOB CLASSIFICATIONS AND RELATIVE WAGE RATES

1996 Final Classification Rates April 1, 1997

Airport Operations Serviceman E.R.S.

(1st 6 months) 16.84

(After 6 months) 17.27

(After 1 year) 18.08

Airport Operations Serviceman E.R.S. - Leadhand 19.82

Airport Operations Snow Blower 18.41

Janitor 15.88

Labourer 15.85

Mechanic III 19.84

Mechanic III (A.F.L.) 19.61

Mechanic II (A.F.L.) 19.81

Mechanic II 16.95

Mechanic I 17.12

Summer Student Employee 13.81

ARTICLE 15 - HOLIDAYS

15:01 Permanent and Probationary Employees

All Permanent and Probationary Employees shall be paid a normal working day's pay at their regular rate for each of the following Holidays. Permanent Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

1. New Year's Day

7. Labour Day

2. Good Friday

8. Thanksgiving Day

3. Easter Monday

9. Remembrance Day

4. Victoria Day

10. Christmas Day

5. Canada Day

11. Boxing Day

6. Civic Holiday

15:02 Proclaimed Holidays

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

15:03 Work Performed on Holidays

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

14:10 Offence Under Highway Traffic Act

ARTICLE 38 - AGREEMENT - SIGNING AUTHORITIES

15:04 Summer Student Employees

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

- 1. Victoria Day
- 2. Canada Day

15:05 Summer Student Employees called upon to work on any of the Holidays provided for under Article 15:04 shall, in addition to the day's pay for which they are entitled to be paid, be paid at one and one-half (1½) times their regular rate of pay for all hours worked with the guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:06 Qualification

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

(2) Summer Student Employees to qualify to be paid for a Holiday (as specified in Article 15:04) must work their regular shift before and after such Holiday.

15:07 Limitation

Notwithstanding the provisions of this Article, any entitlement to holiday pay therein described will cease when an employee becomes eligible to receive Long Term Disability Benefits or when the employee has been in receipt of Worker's Compensation Benefits for a period of six (6) or more continuous months.

ARTICLE 16 - ANNUAL VACATIONS

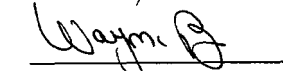
16:01 (1) One Year or More of Continuous Service

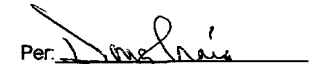
Every employee who has completed one (1) year or more of continuous service with the Employer on December 31st in any year of the term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive

38:01 In witness Whereof the Parties hereto have set their hands and corporate seals to this Agreement.

DATED AT SUDBURY, ONTARIO THIS DAY OF , 1996.
THE CORPORATION OF THE CITY OF SUDBURY

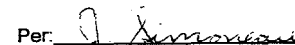

City Manager


Director of Human Resources

Per: 
Mayor

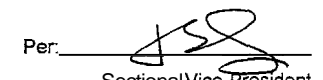
Per: 
Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 6 (AIRPORT)

Per: 
President

Per: 
Secretary

Per: 
Representative

Per: 
Sectional Vice-President

Per: _____
Witness

Per: _____
Witness

processes) will adversely affect an employee(s) by resulting in loss of employment or loss of basic wages, the employer will provide a minimum of thirty (30) days notice in writing to the employee(s) and the Union of the change outlining:

1. Nature of change;
2. Date the change will take effect;
3. The approximate number, type and location of employee(s) affected;
4. Affect the change is expected to have upon the employee(s)

37:02 It is understood by the Parties that this clause will not override the provisions of any other clause in this Collective Agreement.

pay (subject to all usual and lawful deductions) equal to EITHER one hundred and twenty (120) hours pay at the employee's basic rate of pay in effect on the commencement of the employee's period of absence OR six percent (6%) of the total wages of the employees earned in the previous calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

(2) Four or More Years of Continuous Service

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

(3) Nine or More Years of Continuous Service

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

(4) Nineteen or More Years of Continuous Service

Notwithstanding Article 16:01 (1), (2) and (3) hereof, any employee who has completed nineteen (19) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred

and forty (240) hours pay ~~at the~~ employee's basic rate of pay in effect on the commencement of the employee's period of absence OR twelve percent (12%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

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

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

(6) Vacation Credits Cease

Notwithstanding the provisions of Article 16:01 (1), (2), (3), (4) and (5), the accumulation of vacation credits will cease when an employee becomes eligible to receive Long Term Disability benefits or when the employee has been in receipt of Worker's Compensation Benefits for a period of ~~six~~ (6) or more continuous months.

(7) Vacation Pay

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

16:02 Termination of Employment

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

35:07 worker's Compensation Board Form 7

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

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

ARTICLE 36 - LABOUR MANAGEMENT COMMITTEE

36:01 The Parties commit themselves to maintain good communications. To this ~~end~~, the Employer hereby agrees that Representatives of administration will meet with Representatives of the Union from time-to-time and preferably at least three (3) times per year, to discuss problems, employee concerns and methods to improve relations and the delivery of services to the public.

36:02 The Committee shall consist of three (3) members from each of the Parties. An Employer and a Union Representative shall be designated as Joint Chairpersons, and shall alternately preside over the meetings.

36:03 Committee Members shall receive a written agenda, approved by the Joint Chairpersons, at least forty-eight (48) hours in advance of the meeting. Minutes shall be taken at each meeting and will be circulated for review by the Employer to the Committee Members as soon as possible following the meeting.

36:04 The Committee shall not have jurisdiction over any matters which pertain to the collective bargaining or are the responsibility of another Joint Committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the employer or the Union. The Union Representative on the Committee shall not suffer a loss of pay for attending at the Committee meetings jointly attended by the Parties.

ARTICLE 37 - TECHNOLOGICAL CHANGE

37:01 In situations where change (eg. organizational, material, equipment,

35:02 Committee

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

35:03 Meetings

The Health and Safety Committee shall hold meetings and will deal with all hazardous or dangerous acts and unsafe working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings, during their regular working hours and shall be paid straight time when not working. Copies of minutes of all Committee Meetings shall be sent to the Assistant City Manager of Community Services, to the Union, and posted on Department Bulletin Boards.

35:04 Discipline

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

35:05 Reporting to Immediate Supervisor

The Immediate Supervisor shall be notified immediately of every accident, unsafe working condition or injury, and the Immediate Supervisor shall investigate and report to the Manager of Occupational Health and Safety who shall report to the Health & Safety Committee at its next Meeting, on the nature and cause of the accident and/or injury.

35:06 Tools & Safety Equipment

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

(2) Summer Student Employees upon termination of employment shall be entitled to vacation pay in accordance with The Employment Standards Act, 1974 and amendments thereto.

16:03 Paid Holiday During Vacation Period

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

16:04 Cancellation of Vacation

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

16:05 Change of Vacation Schedule

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

ARTICLE 17 - HOURS OF WORK

17:01 (1) Janitors, Labourers, Airport Operations Servicepersons - E.R.S., Airport Operations Servicepersons Lead Hand - E.R.S.

The normal work week for all Janitors, Labourers, Airport Operations Servicepersons- E.R.S. and Airport Operations Servicepersons Lead Hand - E.R.S. shall consist of an average of forty (40) hours with consecutive days off. The normal work day shall not exceed eight and one-half (8½) hours with one-half (½) hour off for lunch. It is agreed and understood that the actual starting and quitting times will have to be adjusted from time to time in order that standards and services to the travelling public can be adequately met.

(2) Mechanics

The normal work week for the classifications of Mechanics I, II and III shall be from Monday to Friday both inclusive and average forty (40) hours

weekly. The normal work day shall not exceed eight and one-half (8½) hours, with one-half (½) hour off for lunch.

(3) Rest Periods

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

ARTICLE 18 - OVERTIME

18:01 Overtime Rate

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

18:02 Work Not Continuous With Regular Shift

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

18:03 Overtime Continuous With Regular Shift

Employees called upon to perform overtime which is continuous to their regular shift shall be entitled to a minimum of one (1) hour's pay at the prevailing overtime rate for one (1) hour's work or less.

18:04 Last Scheduled Day Off

Notwithstanding Article 18:02, compensation at the rate of two (2) times the regular rate per hour shall be paid for all work performed on the last scheduled day off on a call-out basis, with a guaranteed minimum of four (4) hours pay at double time (2x) for four (4) hours work or less.

18:05 Limitations

Employees are not required to have worked their eight and one-half (8½) hour shift or forty (40) hours per average work week before being entitled to the prevailing overtime rates as aforementioned.

18:06 Meal Allowance

(1) When an employee is called upon to perform more than two (2) hours

32:03 PROBATIONARY EMPLOYEE:

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

32:04 REGULAR RATE:

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

32:05 SUMMER STUDENT EMPLOYEE:

means an employee who is employed only for and during the time period of May to September 30 of any given year. A Summer Student Employee shall be hired for the purpose of performing only Labourer work. The employment of such an employee may be terminated at any time without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4:01 (a) hereof as the basis of termination. In any case the employment of such employee shall be terminated no later than September 30 of each year.

ARTICLE 33 - DISCIPLINE

33:01 Whenever the Employer deems it necessary to censure or discipline an employee for just cause, the employee will be so advised in advance. The employee may request the presence of a Union Steward if he/she so wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the Secretary of the Union.

ARTICLE 34 - NOTIFICATIONS

34:01 The Union shall be notified at least monthly of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 35 - HEALTH & SAFETY

35:01 Co-operation

The Union and Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in any work for the Employer.

29:03 If notice of amendments or termination is given by either Party pursuant to Article 29:02, the other Party if requested to do so, agrees to meet for the purpose of negotiations within twenty (20) days from receipt of the said notice, provided that the party giving the notice, if requested by the other Party, shall consent to a reasonable extension to the twenty (20) day period.

ARTICLE 30 - REPORTING PAY

30:01 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, shall be guaranteed a minimum of four (4) hours pay at his/her regular rate.

ARTICLE 31 - CONTRACTING OUT

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

The Employer shall give thirty (30) calendar days prior notice to the Union of its intention to contract out portions of work or services of a kind now performed by members of this Bargaining Unit.

ARTICLE 32 - DEFINITIONS

32:01 BASIC RATE:

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

32:02 PERMANENT EMPLOYEE:

means an employee who has successfully completed the maximum probationary period of three (3) months in the service of the Employer.

of overtime work continuous with the employee's regular scheduled shift the employee shall be paid up to a maximum of Seven Dollars (\$7.00) 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 up to a maximum of an additional Seven Dollars (\$7.00) for the purpose of purchasing the second meal.

18:07 Division of Overtime

Overtime will be divided as equally as possible among the employees as per Job Classification. Such overtime shall be given to employees covered by this Agreement before Non-Airport Employees or Non-Employees are considered.

18:08 Time off in Lieu of Overtime

Notwithstanding the foregoing, any employee directed or authorized to work in excess of a regular work day or on a paid holiday shall be granted time off as is mutually agreeable between the employee and the Supervisor involved. Such time off shall be at time and one-half (1½) the actual hours worked and be limited to a total accumulation of one hundred and two (102) hours.

18:09 Stand-By

All employees on Stand-By Duty shall receive four (4) hours straight time per day at the regular rate presently being received.

ARTICLE 19 - SHIFT & SUNDAY DIFFERENTIALS

19:01 The following shift differentials shall apply to all employees assigned to a Regular Shift Schedule:

- (1) A shift differential of forty cents (\$0.40) per hour shall be paid for all normal daily hours worked on an afternoon shift.
- (2) For the purposes of Article 19:01 an afternoon shift shall be deemed to be one which commences at or after 12:00 noon and prior to 8:00 p.m.



19:02 (1) A shift differential of forty-six cents (\$0.46) per hour shall be paid for all normal daily hours worked on a night shift.

(2) For the purposes of Article 19.02, a night shift shall be deemed to be one which commences after 8:00 p.m. and prior to 5:00 a.m.

19:03 The Shift and Sunday Differentials set out in this Article shall not apply when overtime or premium rates apply.

(1) A Sunday Differential of One Dollar and Sixty Cents (\$1.60) per hour shall be paid for Sunday regular hours of work

ARTICLE 20 - RELIEVING IN OTHER GRADES

20:01 Relieving in a Position of Higher Rating

When an employee is detailed to relieve in a position of higher rating, the employee shall receive the rate applicable for the position within the Classification in which the employee is relieving for the full relief period.

20:02 Relieving in a Position of Lower Rating

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

20:03 Relieving Outside the Bargaining Unit

When an employee is detailed to relieve in a position of higher rating outside the Bargaining Unit, the employee shall receive not less than ten percent (10%) above the highest rated Classification supervised for the full relief period. Such employee shall continue payment of Union Dues to the Bargaining Agent. The period of relief shall be no longer than six (6) continuous calendar months. When required, the Employer may request an extension to the six (6) month time limit and consent shall not be arbitrarily or unreasonably withheld by the Union.

ARTICLE 21 - BENEFIT PLANS

21:01 (1) Permanent Employees

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

26:08 Removal of Firefighting Duties

Should Firefighting duties be assigned to other personnel, present rates of pay illustrated in Schedule "A" of this Agreement shall be renegotiated to rates similar to those paid to like positions within other City Departments under the jurisdiction of Canadian Union of Public Employees, Local 6. Such renegotiations shall take place within thirty (30) calendar days of the aforesaid assignment.

ARTICLE 27 - RETIREMENT AND PENSION PLANS

27:01 All employees reaching normal retirement age shall be obliged to retire from the services of the Employer and at such time shall be eligible to be paid any pension and/or retirement allowance to which they are entitled under Retirement By-law #57-78.

27:02 The Pension Plans established under the Canada Pension Act and the Ontario Municipal Employees Retirement System Act shall be adopted by the Employer and the Union.

ARTICLE 28 - VALIDITY OF AGREEMENT

28:01 In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 29 - TERM OF AGREEMENT

29:01 This Agreement shall be in effect from the 1st day of April, 1996 and shall remain in effect until the 31st day of March, 1999, and, unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

29:02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

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

All calculations will be rounded to the nearest 2 decimal places

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

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

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

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

26:05 The Parties hereto agree that the provisions contained in Article 26:03 and 26:04 regarding Cost of Living Allowance will remain dormant and inactive during the Term of this Agreement.

26:06 **Retroactivity**

The Employer agrees that the April 1, 1996 adjusted General Wage increase will be retroactive and will be paid to all persons who were in the employ of the Employer as of the renewal date.

26:07 **Sanitary Sewer Waste or Raw Sewage**

When directed by an Airport Operations Serviceperson E.R.S. Lead Hand, or anyone in Airport Supervision, to perform duties in raw sewage or in drains that contain wastes that are coming from, or entering into, a sanitary sewer, the employee so directed shall be paid double time (2x) while so engaged.

- (a) Ontario Health Tax or a Replacement Plan introduced by the Ontario Government.
- (b) Liberty Health Comprehensive Extended Health Care (or equivalent carrier); including overage dependant student coverage.
- (c) Liberty Health Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage.

(1996 O.D.A. Fee Schedule effective as soon as possible following ratification)

(1997, 1998 and 1999 O.D.A. Fee Schedule effective as soon as possible following announcement of the schedules).
- (d) Group Life Insurance Plan (one and one-half (1%) times basic annual earnings);
- (e) Weekly Indemnity Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carrier);
- (f) Long Term Disability Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carrier);

(2) Both Parties agree that eligibility for Long Term Disability Benefits described in Article 21:01 (1) (f) above will cease when:

- a) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Worker's Compensation are equal to or

greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canadian Pension Plan Benefit.

OR

- b) When the employee becomes eligible for an O.M.E.R.S. Early Service Pension which is not actuarially reduced.

(3) Probationary Employees

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

- (a) Ontario Health Tax or a Replacement Plan introduced by the Ontario government.
- (b) Liberty Health Comprehensive Extended Health Care (or equivalent carrier); including overage dependant student coverage.
- (c) Liberty Health Dental Plan #9 including space maintainers (or equivalent carrier); including overage dependant student coverage.

(1996 O.D.A. Fee Schedule effective as soon as possible following ratification)

(1997, 1998 and 1999 O.D.A. Fee Schedule effective as soon as possible following announcement of fee schedules)

- (d) Weekly Indemnity Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carrier).

- (4) When an employee becomes eligible for Weekly Indemnity Insurance while occupying a Limited Vacancy as described in Article 13:01 (7) of the Collective Agreement, the Weekly Indemnity benefits to which he/she is

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

All calculations will be rounded to the nearest 2 decimal places.

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

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

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

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

26:04 1993 Cost of Living Allowance (COLA)

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

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

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

25:08 **Interim Meetings**

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

25:09 **Union Representative**

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

ARTICLE 26 - SCHEDULES, WAGE INCREASES AND PREMIUMS

26:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

- (1) Schedule "A" Job Classifications and Wage Rates
- (2) Schedule "B" Sick Leave By-law 82-119

26:02 **1996 General Wage Increase**

The wage rates in Schedule "A" to this Agreement will be increased by one and one-half percent (1.5%) effective April 1st, 1996, one percent (1%) effective April 1, 1997 and one percent (1%) effective April 1, 1998.

26:03 **1992 Cost of Living Allowance (COLA)**

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

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

entitled shall be based on the employee's regular rate of pay as defined in Article 32:04 of the Collective Agreement only for the duration of the limited vacancy. Following the duration of the limited vacancy, the Week' Indemnity benefit to which the employee is entitled will be based on the employee's basic rate of pay as defined in Article 34:01 of the Collective Agreement.

(5) **Continuation of Benefits**

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

- (a) Liberty Health Comprehensive Extended Health Care (or equivalent carrier);

(Annual deductible of \$25.00 Single - \$50.00 Family) With Eye Glass subsidy of One Hundred and Twenty Dollars (\$120.00).

- (b) Group Life Insurance Plan; (Ten Thousand Dollar (\$10,000 value)

(6) The provisions of Article 21:01 (5) apply only to a person who:

- (i) Has applied within ten (10) years of normal retirement for a service pension from O.M.E.R.S.

- (ii) Has applied for an O.M.E.R.S. Disability Pension

- (iii) Is an employee and has been disabled for twenty-four (24) continuous months and is in receipt of Long Term Disability or Worker's Compensation Benefits.

(7) In the event of the demise of an employee prior to the age of sixty-five (65), who is in receipt of the benefits described in Article 21:01 (1) (5), and leaves a surviving spouse, the following conditions shall apply:

- 1) The employer will continue to contribute one hundred percent

(100%) of the total premium cost for the following plans:

- Liberty Health Comprehensive Extended Health Care (or equivalent carrier);

(Annual deductible of \$25.00 Single - \$50.00 Family)
With Eye Glass subsidy of One Hundred and Twenty Dollars (\$120.00).

21:02 (1) **Participation - Condition of Employment**

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

(2) **Exclusion From Plans**

Employees not wishing to participate in any of the plans listed under Article 21:01 must indicate their wishes in writing to the Director of Human Resources and produce such evidence as may be required to justify their exclusion. All claims for exclusion will be determined through consultation with the Director of Human Resources and a representative of the Union.

(3) **Employee on Leave of Absence Without Pay**

Employees on leave of absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the benefit plans under Article 21:01 for those months covered by the leave of absence without pay.

(4) **Certified Disability**

Notwithstanding the provisions of Article 21:02 (3), the cost of Benefit Plans described in Article 21:01 (1) and 21:01 (3) shall be paid for by the Employer for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for Weekly Indemnity Insurance described in Articles 21:01 (1)(e) or Long Term Disability Insurance described in Article 21:01 (1)(f).

(5) **Equivalent Carrier**

Both Parties agree that should the Employer, or the Union, find an equivalent carrier at more economical rates compared to those in Articles 21:01 (1) or 21:01 (3), the Parties will meet and seriously discuss the subject

25:06 **Safety Footwear**

- (1) During the contract year April 1, 1996 to March 31, 1997 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, 1978 and Regulations for Construction Projects will be in the amount of Eighty-Five Dollars (\$85.00) per annum.
- (2) During the contract year April 1, 1997 to March 31, 1998 the ~~Safety~~ Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, 1978 and Regulations for Construction Projects will be in the amount of Ninety-Five Dollars (~~\$95.00~~) per annum.
- (3) During the contract year April 1, 1998 to March 31, 1999 the Safety Footwear Subsidy for Permanent and Probationary Employees, as determined by the Occupational Health and Safety Act, 1978 and Regulations for Construction Projects will be in the amount of One hundred and Five Dollars (~~\$105.00~~) per annum.
- (4) The Safety Footwear Allowance will be paid out as a "non-taxable" allowance on the first full pay period in May of each year.
- (5) The wearing of ~~safety footwear~~ must also be in conformance with the City of Sudbury ~~Safety Policies~~. The same subsidy provisions will be provided to those Permanent and Probationary Employees designated by the Employer to wear safety footwear.
- (6) Both Parties agree that the provisions of this Article do not apply to Summer Student Employees.

25:07 **Tool Allowance**

The Employer agrees to pay a Tool Allowance of Two Hundred and Thirty Dollars (~~\$230.00~~) for the contract year April 1, 1996 to March 31, 1997; Two Hundred and Forty Dollars (~~\$240.00~~) for the contract year April 1, 1997 to March 31, 1998; and Two Hundred and Fifty Dollars (~~\$250.00~~) for the contract year April 1, 1998 to March 31, 1999 to each of the employees permanently classified as Mechanic I, Mechanic II or Mechanic III. Such amounts shall be paid on the second pay period in January of each year.

(2) The Employer shall bear ~~the~~ *cost* of supplying and laundering two (2) shirts and ~~two~~ (2) pairs of pants per week for each Airport Operations Serviceperson, E.R.S. and each Airport Operations Serviceperson Lead Hand, E.R.S.

(3) **Gloves**

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

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

(5) **Employees Detained Because of Inclement Weather**

When employees are detained on the premises of *the* Sudbury Airport due to inclement weather, they shall be paid at the rate of straight time for all hours until such time as they are capable of proceeding to their respective residences.

25:04 **Injury During Working Hours**

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

25:05 **Time Act**

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

matter with the objective of changing to such carrier upon the mutual agreement of the Parties.

ARTICLE 22 - SICK LEAVE AND BEREAVEMENT LEAVE

22:01 **SICK LEAVE**

All employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions set out in the Sick Leave By-law #73-17, as amended by By-law #83-11 and all By-laws and statutory Amendments thereto. The By-law is attached hereto and forms part of the Agreement.

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.

22:02 **BEREAVEMENT LEAVE**

(1) **Immediate Family**

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

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

In the case of the demise of a brother-in-law, a sister-in-law, son-in-law or daughter-in-law, Permanent and Probationary Employees shall be permitted a leave of absence with pay for up to three (3) consecutive working days which shall be taken immediately prior to, during or immediately following the day of the funeral. The ~~first~~ two (2) working days of any bereavement leave of absence for the demise of a brother-in-law, sister-in-law, son-in-law or

daughter-in-law shall not be deducted from *the* employee's accumulated sick leave credits. However, the third working day, if any, of any bereavement leave of absence for the demise of a brother-in-law, sister-in-law, son-in-law or daughter-in-law shall be deducted from the employee's accumulated sick leave credits.

(3) Bereavement Leave During Vacation Period

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

(4) Application Form

Permanent and Probationary Employees shall complete the Application for Bereavement Leave Pay Form, Schedule "C" attached hereto, for consideration of payment for any bereavement leave by the Employer.

(5) Travel Time

In the event that the death of a member of an employee's family as defined in 22.02(1) and (2) requires the employee to travel three hundred and twenty (320) or more kilometres (one way) to attend at the funeral, an additional two (2) days leave of absence without pay shall be granted, provided written request is submitted by the employee prior to departure.

ARTICLE 23 - PAY DAYS

23:01 Pay days shall be every second Friday in ~~the~~ AM. except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day, provided no interruption beyond the control of the Employer is encountered.

23:02 The Employer will show conspicuously in writing on the Bank Deposit Stub the following facts: employee's wage rate; number of regular hours worked; number of overtime hours worked (overtime may be converted into regular hours) and all deductions made.

ARTICLE 24 - BULLETIN BOARDS

24:01 The Employer agrees that the Union shall have the right to use Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 25 - GENERAL

25:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall be deemed to be part of this Agreement and shall be appended hereto.

25:02 Medical Recheck

(1) The Union agrees that the Employer shall have the right once each calendar year to send employees for medical rechecks and eye tests, the cost thereof, to be borne by the Employer.

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

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

25:03 Laundering

(1) The Employer shall bear the cost of supplying and laundering one (1) pair of coveralls per week for each of the Motor Mechanics and Mechanic Helpers.