

PSAC / City of Timmins
Collective Agreement

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ARTICLE 1
PURPOSE AND SCOPE OF AGREEMENT

1.01 This Agreement reflects the collective bargaining process that the parties undertook for the purpose of maintaining and promoting the mutually beneficial relationship between the Employer and the Union.

1.02 It recognizes the joint ownership of the collective agreement that was created as a partnership endeavour by the employees, the union and the employer.

1.03 It recognizes the value of the mutual interest problem solving process as well as the negotiations process in all matters pertaining to employment, working conditions, wages and benefits for the employees.

1.04 It encourages the efficiency in operations and the viability of the Corporation of the City of Timmins at the Timmins Airport.

1.05 It provides processes for the prompt and equitable resolution of disputes.

1.06 It promotes the morale, well-being and security of all employees in the bargaining unit.

1.07 It reflects the principles of equity, honesty, trust and the desire to create a solid business foundation and a stable future for all employees of the Corporation of the City of Timmins at the Timmins Airport.

1.08 It reflects the principles that the workplace is a learning environment

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement

“Alliance” means the Public Service Alliance of Canada;

“allowance” means compensation payable for the performance of special or additional duties;

“annual rate of pay” means an employee's weekly rate of pay multiplied by fifty-two (52);

“bargaining unit” means the employees of the Corporation of the City Of Timmins employed at the Timmins Airport.

“compensatory leave” means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.

"continuous employment" means all employment with the Federal Government immediately prior to October 9, 1999 as well as employment with the Corporation of the City of Timmins at the Timmins Airport.

"Core Group" means those full-time employees employed at the date of signing of the Collective Agreement

“daily rate of pay” for office staff, means an employee's weekly rate of pay divided by five (5);

“daily rate of pay” for the operations unit, means an employee's hourly rate of pay times his/her normal number of hours of work per day;

"day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of the employee being on leave or absent from duty without permission;

“Employee” means a person so defined in the Canada Labour Code.
Full Time Employee: one who works full time hours for that employment category or classification.

Part Time Employee is an employee who works less hours than a full-time employee for that job category

Seasonal Employee means a person employed for work which is not continuous throughout the year.

Term Employee: one who works either full time or part time for a specified period or duration.

Casual Employee: one who is required to work on demand.

Student Employee: one who is enrolled in a school program

“Employer” means the Corporation of the City of Timmins, and includes any person authorized to exercise the authority on behalf of the Corporation; the Airport Manager is the individual appointed by the Corporation to be responsible for the day to day operations of the Timmins Airport. The Chief Administration Officer is the person to whom the Airport Manager reports.

“Holiday” means:

- (i) the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - or
 - (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day;

“hourly rate of pay” means a full-time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;

"leave" means authorized absence from duty by an employee during his/her regular or normal hours of work;

“membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance.

“pay” means basic rate of pay as specified in Appendix “A” and includes supervisory differential where applicable;

“spouse” will, when required, be interpreted to include “common-law spouse” a “common-law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with that person as if that person were his/her spouse;

“straight-time rate” means the employee’s hourly rate of pay;

“overtime” means:

- (i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;

or

- (ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified by the relevant Collective Agreement but does not include time worked on a holiday;

“time and one-half” means one and one-half (1 1/2) times the employee’s hourly rate of pay;

“double time” means two (2) times the employee's hourly rate of pay;

- (i) “weekly rate of pay” for office staff, means an employee's annual rate of pay divided by 52.
- (ii) “weekly rate of pay” for the operations unit, means an employee's daily rate of pay multiplied by five (5);

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code,

and

(b) if defined in the Interpretation Act, but not defined in the Canada Labour Code, have the same meaning as given to them in the Interpretation Act.

ARTICLE 3

APPLICATION

3.01 The provisions of this Agreement apply to the Alliance, employees and the Employer.

ARTICLE 4

PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

4.01 In the event that any law passed by Parliament, applying to the employees employed at the Timmins Airport covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 5

MANAGERIAL RESPONSIBILITIES

5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities.

ARTICLE 6

RECOGNITION

6.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificates issued by the Canada Labour Relations Board and as amended from time to time.

ARTICLE 7

**EMPLOYEE REPRESENTATIVES AND LEAVE FOR ALLIANCE
BUSINESS**

7.01 The Employer recognizes the right of the Alliance to appoint or otherwise select employees as representatives.

7.02 The Employer supports the Union and its Agents in carrying out its function of representing the interests of the employees. In particular the Employer will provide facilities for the effective communication between the Union and the staff and the Employer will facilitate the access of a duly accredited union representative to the Employer's premises.

7.03 In carrying out the functions of a representative, due emphasis will be given to the continuance of operations. Supervisors and/or Managers will be informed prior to the representative leaving his/her work to carry out union related duties.

7.04 Where the Employee's Representative needs to be absent from work for greater than one day to properly represent an employee's interests that involves the City of Timmins, the Employer shall grant leave with pay up to twenty-five days annually:

- (a) to attend grievance procedures and/or any hearing of any statutory body.
- (b) to sit on a negotiation Team. Leave taken under (b) shall be for the duration of negotiations.

7.05 Where the Employee's Representative needs to be absent from work on union business or training/education, other than union business directly connected to the Employer's Business, the union shall reimburse the City Of Timmins for the cost of the employee's time. All such additional expenses shall be submitted directly to the union.

7.06 Where an employee other than a representative needs to be away from the workplace to attend grievance procedures or a hearing of any statutory body dealing with employee issues directly connected with the Timmins Airport, the Employer shall grant leave with pay.

7.07 The Employer shall deduct union dues, as properly instructed by the Public Service Alliance of Canada, from the employees salaries. The Employer will submit such moneys in a timely fashion to the PSAC together with an updated list of the names, location and classification of the employees.

7.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 8

INFORMATION

8.01 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 9

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

9.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled. Failing this the Employer shall provide a safe escort to and from the work place.

ARTICLE 10

RESTRICTION ON OUTSIDE EMPLOYMENT

10.01 Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer provided that said employment does not prevent or interfere in the performance of his/her duties at the Timmins Airport.

ARTICLE 11

NO STRIKES - NO LOCKOUTS

11.01 There shall be no strikes or lockouts during the term of the collective agreement.

ARTICLE 12

NO DISCRIMINATION

12.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union.

12.02 Any grievance under this article may be referred to Step 2 of the grievance procedure.

ARTICLE 13

HARASSMENT AND SEXUAL HARASSMENT

13.01 The Alliance and the Employer recognize the right of employees to work in an environment free from harassment and sexual harassment and agree that harassment and sexual harassment will not be tolerated in the work place.

13.02 The Employer's Harassment Free Workplace Policy is attached and may be amended from time to time by the employer. The employer's policy shall be amended to refer to the Canadian Human Rights Act for this bargaining unit.

13.03 Any grievance under this article may be referred to Step 2 of the grievance procedure

ARTICLE 14

LEAVE GENERAL

14.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his/her vacation credits.

14.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

14.03 When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis or for a period of two (2) or more months prior to the period of leave.

14.04 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

14.05 An employee is not entitled to leave with pay during periods he/she is on leave without pay or under suspension.

14.06 If at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half (1/2)-day, the entitlement shall be increased to the nearest half (1/2)-day.

14.07 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any moneys owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

ARTICLE 15

DESIGNATED PAID HOLIDAYS

15.01 Subject to clause 15.02, the following days shall be designated paid holidays for all full time employees, all others must comply with the Canada Labour Code:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,

- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national.
- (m) The Employer recognizes that its workforce includes employees of various religious beliefs. The Employer agrees to allow an employee to exchange one of the statutory holidays listed in clause 15.01 for a requested religious day off with pay under this clause.

15.02 An employee absent without pay on both his/her full working day immediately preceding and his/her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 7, Employee Representatives and Leave for Alliance Business.

15.03 When a day designated as a holiday under clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 15.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

15.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 15.03:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest,

and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

15.05 When an employee works on a holiday, he/she shall be paid:

(a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he/she not worked on the holiday,

or

(b) (i) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work.

and

(b) (ii) pay at two (2) times the straight-time rate of pay for all hours worked by him/her on the holiday in excess of the regular daily scheduled hours of work.

15.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

(i) compensation in accordance with the provisions of clause 15.05;

or

(ii) three (3) hours pay at the applicable overtime rate of pay.

15.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

15.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

15.09 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

ARTICLE 16

VACATION LEAVE WITH PAY

16.01 The vacation year shall be from January 1st to December 31 of the following calendar year, inclusive.

Accumulation of Vacation Leave

For Full Time Employees:

16.02 An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least ten (10) days:

- (a) effective October 9, 1999 one and one-quarter (1 1/4) days until January of the employee's eighth (8th) year of service;
- (b) effective October 9, 1999 one and two-thirds (1 2/3) days commencing in January of the employee's eighth (8th) year of service;
- (c) effective October 9, 1999 two and one-twelfth (2 1/12) days commencing in January of the employee's eighteenth (18th) year of service;
- (d) effective October 9, 1999 two and one-half (2 1/2) days commencing in January of the employee's twenty fifth (25th) year of service;
- (e) Those employees who are receiving six (6) weeks vacation leave or who are entitled to six weeks vacation leave during the life of this collective agreement shall be entitled to their leave.
- (f) For the purpose of clause 16.02 only, all continuous service within the Federal Government and with the Corporation of the City of Timmins shall count toward vacation leave.

For All Other Employees:

- (a) Six (6) percent pay for the first 2080 hours of work for operational employees and 1950 hours of work for administrative staff
- (b) After seven (7) years of service eight (8) percent
- (c) After seventeen (17) years of service ten (10) percent
- (d) After twenty four (24) years of service twelve (12) percent

Entitlement to Vacation Leave With Pay

16.03 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits; but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

16.04 If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half-day (1/2), the entitlement shall be increased to the nearest half-day (1/2).

Scheduling of Vacation Leave With Pay

16.05

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) An employee shall advise the Employer in writing, of any vacation request as soon as possible after January 1st but before May 1st.
- (c) Subject to operational requirements the employer may schedule the employee's vacation leave with pay on any other basis than that specified in clause 16.05 (b), if the employee gives the Employer at least five (5) days' advance written notice for requests of vacation leave with pay of five (5) days or less.
- (d) Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.
- (e) If an employee requests vacation leave with pay in accordance with clause 16.05 and the Employer denies his/her request due to the operational requirements of the service, the Employer agrees to make every reasonable effort, subject to the operational requirements of the service, to comply with any subsequent request made by the employee concerning his/her vacation leave.

16.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

16.07 Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave,

or

(b) is granted leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

16.08 Where in any vacation year an employee has not been granted all of the vacation leave credited to him or her, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

16.09 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

Recall from Vacation Leave With Pay

16.10

(a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave.

(b) Where, during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

(i) in proceeding to the employee's place of duty,

and

(ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

(c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 16.10(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave when Employment Terminates

16.11 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

16.12 Notwithstanding clause 16.11, an employee, whose employment is terminated by reason of a declaration that the employee abandoned his/her position is entitled to receive the payment referred to in clause 16.11, if the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

Advance Payments

16.13 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least four (4) weeks prior to the last pay day before the employee's vacation period commences.

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

Cancellation of Vacation Leave

16.14 When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 Marriage Leave With Pay

- (a) After the completion of one (1) year's continuous employment in the Corporation of the City of Timmins, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any moneys owed the employee.

17.02 **Bereavement Leave With Pay**

Any employee shall be granted five (5) consecutive days leave without loss of pay, seniority, and benefits, to attend the funeral of a parent, spouse, common-law spouse and child and three consecutive days leave without loss of pay, seniority and benefits to attend the funeral of a brother, sister, mother in law, father in law, sister- in-law, brother in law, grand parents, grand child, former guardian, fiancée, or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. Other special instances where leave of absence with pay may be requested will be considered by the Chief Administrative Officer.

17.03 **Maternity Leave Without Pay**

For the Present Full Time Employees Only

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause, 17.04(d).
 - (a) Nevertheless, where the employee's new-born child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling seventeen (17) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
 - (b) In any case described in subsection (i) (a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her new-born child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i) (a).

- (c) The extension described in subsection (i) (a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
 - (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
 - (iii) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under clause 20.03 (C) (i) shall sign an agreement with the Employer, providing:
- (a)

- (b) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
 - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work as per the provisions of clause 17.03 (C) (ii) (a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
 - (iii) (a) for a full-time employee the weekly rate of pay referred to in clause 17.03 (D) (i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;

- (b) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 17.03 (D) (i) or (ii) shall be adjusted accordingly.
- (E) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

For all New Employees:

- (a) Article 17.03 shall apply except for the Supplemental Benefit referred to in (D) ii.
- (b) The Supplemental Benefit referred to in (D)ii shall be seventy (70) per cent

17.04 Paternity Leave Without Pay

- (a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
- (b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child (or at a later date requested by the employee) and ending not later than twenty-six (26) weeks after the date of the birth of his child.
- (c) The Employer may:
 - (i) defer the commencement of paternity leave without pay at the request of an employee;
 - (ii) require an employee to submit a birth certificate of the child.

- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

17.05 Adoption Leave Without Pay

- (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.
- (c) The Employer may:
 - (i) defer the commencement of adoption leave without pay at the request of an employee;
 - (ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
 - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

17.06 Leave Without Pay for the Care and Nurturing of Family Related Members

Subject to operational requirements, an employee shall be granted leave without pay or benefits for the personal care and nurturing of the employee's family children in accordance with the following conditions:

- (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (ii) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (iii) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (iv) time spent on such leave shall not be counted for pay increment purposes.
- (v) upon return to work the employee shall provide the employer with a medical certificate indicating that he/she can perform the full range of their duties.

17.07 Leave Without Pay for Personal Needs

Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- (c) total leave granted under this article shall not exceed one (1) year

17.08 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his/her absence from work. An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;
 - (ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

- (d) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

17.09 Court Leave

The Employer shall grant leave with pay to an employee for the period of time he/she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.10 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his/her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 18

SICK LEAVE

Credits

18.01

For Those Full -Time Employees employed at the Date of Signing

- (a) Sick Leave credits that were transferred from Federal Government shall remain in effect.
- (b) A Full Time employee shall earn sick leave credits at the rate of one and a quarter (1 ¼) days for each calendar month for which an employee receives pay for at least ten (10) days

For All New Full-Time Employees

- (a) An employee shall earn sick leave credits at the rate of three quarters (3/4) of one (1) day for each calendar month for which the employee receives pay for at least ten (10) days.

Granting of Sick Leave

18.02

An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness provided that:

- (a)

(b) he /she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

(b) he/she has the necessary sick leave credits.

18.03

Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or non work related injury he/she was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 18.02 (a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

18.04

When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 18.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee, a period of up to fifteen (15) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

18.05

Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

ARTICLE 19**EDUCATION FINANCIAL ASSISTANCE**

19.01 The City recognizes the value of continuing education both to the employees and to the City and will provide financial assistance to full time employees who wish to take courses which are demonstrably useful to the development of the employee. The level and the terms of the assistance are in accordance with City's Training, Education Assistant and Development Program attached. This program may be amended by the City Of Timmins from time to time.

19.02 For courses which the employer asks the employee to attend all out of pocket costs will be reimbursed and time off with pay will be given. Under certain circumstances time off without pay will be granted for courses conducted by a recognized educational establishment.

ARTICLE 20**HOURS OF WORK**

20.01 For the purposes of this Article,

- "day" means a twenty-four (24) hour period commencing at 0000 hour;
- "week" means a period of seven (7) consecutive days beginning at 0000 hour Monday morning and ending at 2400 hours the following Sunday night

20.02 Subject to the conditions of this Article, the Employer shall schedule hours of work for all employees:

- (a) For the Office Staff, the scheduled workweek shall be thirty-seven and one half (37.5) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one half (7.5) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.

- (b) Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

20.03 For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work thirty seven and one half (37.5) hours per week, seven and one half (7.5) hours per day.

20.04 For all other employees:

- (a) the Employer shall schedule the hours of work so that employees work eight (8) hours per day and an average of forty (40) hours and five (5) days per week
- (b) the Firefighters shall follow the Memorandum of Understanding in Appendix B

20.05 The Employer will review with the local Alliance representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting.

By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of clause 20.10

20.06 It is understood by the parties that the provisions of clause 20.04 will not be applicable in respect of employees whose work week is less than thirty seven and one half (37.5) hours per week.

20.07 Schedules of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The Employer shall also endeavor, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

20.08 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,

and

- (b) to avoid excessive fluctuation in hours of work.

20.09 When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day,

or

- (b) on the day it terminates where more than half of the hours worked fall on that day.

- (c) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 20.03, and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1 1/2). Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his/her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

20.10 An employee whose scheduled hours of work are changed without five (5) days prior notice:

- (a) shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;
- (b) shall retain his/her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 20.16

20.11 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

20.12 The weekly and daily hours of work may be varied by the Employer, following meaningful consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

The principle that this clause reflects is the possibility of completing the assigned hours of work in a manner other than an eight (8) or seven and one half (7.5) hour day as specified in the hours of work article in order to provide for time off.

- (a) Following discussion with the Airport Manager operational and administration employees who are in a position to arrange a flexible hours schedule will do so.
- (b) It is recognized that from time to time a flexible hours schedule will not be viable due to summer vacation scheduling and or unforeseen circumstances. At such times following discussion and notification the employees will revert to the hours of work specified in the hours of work article.

20.13 Provided sufficient advance written notice is given and with the written approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

20.14 It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.

Rest Periods

20.15 Except when operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

20:16 Meal Break - Every employee will have a meal break.

20.17 The daily overtime provisions of the Agreement shall not apply to an employee attending a training course on the instructions of the Employer, except that an employee who performs his/her normal duties during the employee's regular working hours shall be paid at overtime rates for time spent after eight (8) hours performing work, while the employee is in attendance at training sessions.

20.18 Notwithstanding the provisions of the shift work clauses, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in such clauses. Such consultation will include all aspects of arrangements of shift schedules.

Once a mutually acceptable agreement is reached at the local level, the proposed shift schedule will be submitted at the respective Employer and Alliance Headquarters levels before implementation.

Both parties will endeavor to meet the preferences of the employees in regard to such arrangements.

It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule, and must be consistent with the operational requirements as determined by the Employer.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

Employees covered by this clause shall be subject to the variable hours of work provisions established in the Collective Agreement.

ARTICLE 21

OVERTIME

The Following Clauses Apply only to the Administrative Group

Assignment of Overtime Work

21.01

- (a) Subject to the operational requirements of the Service, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

Overtime Compensation

21.02 Subject to clause 21.07 an employee who is required to work overtime on his/her scheduled work day is entitled to compensation at time and one-half (1 1/2) for all overtime hours.

21.03 Subject to clause 21.07:

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one half (7.5) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

21.04

(a) Subject to clause 21.07, when an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of

(i) compensation at the applicable overtime rate;

or

(ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay, except that such payment shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

21.05 When an employee is required to report for work and reports under the conditions described in clauses 21.03 and 21.12, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

(a) for the life of this collective agreement mileage allowance of \$0.405 paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, after which the mileage allowance will be the City Of Timmins rate

or

(b) out-of-pocket expenses for other means of commercial transportation.

21.06 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

21.07 An employee is entitled to overtime compensation under clauses 21.02, 21.03 and 21.04 for each completed period of fifteen (15) minutes of overtime worked by the employee:

(a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;

and

(b) when the employee does not control the duration of the overtime work.

21.08 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

21.09 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.

The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

Compensatory leave with pay not used by the end of September of the year in which it was earned will be paid for in cash. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in his/her certificate of appointment at the end of the twelve (12)-month period.

The Employer shall endeavour to pay cash overtime compensation by the eighth (8th) week after which it is earned.

21.10

- (a) An employee, who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work, shall be reimbursed expenses for one meal in the amount of nine dollars (\$9.00) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one additional meal in the amount of seven dollars (\$7.00) except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

21.11 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

21.12 If an employee reports for work after being given instructions before the termination of the employee's work shift, or at any earlier time of day, to work overtime at a specified time on a regular working day for a period which is not contiguous to the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

21.13 When in a fiscal year an employee has accumulated lieu time in a bank and that employee does not use it by the end of September in the year that it is earned, the unused portion shall be paid out at the rate of pay in Appendix A.

21.14 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

The Following Clauses apply to the Operations Unit**21.15 Assignment of Overtime Work**

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified employees,

and

- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

21.16 The Alliance is entitled to consult Airport Manager or the Airport Manager's delegated representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

21.17 Overtime Compensation

Subject to clause 21.43, overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2), except as provided for in clause 21.17 (b);
- (b) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
- (c) overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment

of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken;

- (d) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- (e) if any above leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay.

21.18 An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.

21.19 If an employee reports back for overtime work which is not contiguous to either

- (a) the employee's regularly scheduled shift on that day,

or

- (b) any other period of work on that day, the employee shall be paid for the time actually worked; or a minimum of four (4) hours' pay at straight time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.

21.20 When an employee reports to work overtime under the conditions described in clause, 21.17 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (a) for the life of this collective agreement mileage allowance at \$0.405 per kilometer paid to an employee when authorized by the Employer

to use his/her automobile when the employee travels by means of his/her own automobile, after which the mileage allowance will be the City Of Timmins rate

or

- (b) out-of-pocket expenses for other means of commercial transportation.

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

21.21 An employee is entitled to overtime compensation for each completed fifteen (15)-minute period of overtime worked by the employee.

21.22 **Rest Periods**

The Employer shall schedule two (2) rest periods of ten (10) minutes each during each shift.

21.23 **Overtime Meal Allowance**

- (a) An employee who works three (3) or more hours of overtime,
- (i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
- or
- (ii) immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of nine dollars (\$9.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may

take a meal break either at or adjacent to the employee's place of work.

- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of seven dollars (\$7.00) for each four (4)-hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

21.24

- (a) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of forty (40) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- (c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.

21.25 When in a fiscal year an employee has accumulated lieu time in a bank and that employee does not use it by the end of September in the year that it is earned, the unused portion shall be paid out at the rate of pay in Appendix A

ARTICLE 22

SEVERANCE PAY

22.01

For Those Full-Time Employees employed at the Date of Signing

- (a) Two weeks pay for the first (1st) complete year of continuous employment with the City Of Timmins and one weeks pay for each additional complete year to a maximum of twenty six (26) weeks.

For All new Full-Time Employees

- (a) An employee shall be paid one (1) weeks pay for every year of employment to a maximum of 12 weeks. In the case of a partial year one week shall be paid

ARTICLE 23

PAY ADMINISTRATION

23.01 The Employer will pay, on a bi-weekly basis each Employee in accordance with the collective agreement.

23.02 If retroactive pay increases are paid they will only be paid to those employees on strength at the time of the signing of the collective agreement.

23.03 When an employee performs work which normally attracts a higher rate, the employee will be paid at that higher rate provided that the duration of such work is at least one shift.

RATES OF PAY

23.04 An employee is entitled to be paid for services rendered at the pay specified in Appendix A.

JOB CLASSIFICATION

23.05 When a new job or job classification is created, the Employer shall determine the rate of pay for such new job or job classification and notify the union of the same. If the Union challenges the rate, a meeting will be held within ten days to negotiate the new rate of pay for this job or job classification. The negotiated rate shall be retroactive to the date that the Union received notice of the new job or job classification. If a new rate cannot be negotiated then the matter shall be referred to arbitration for resolution within 30 days following the breaking off of negotiations.

ARTICLE 24 **TRAVELLING TIME**

A. The Employer shall bear the total cost of all expenses when dealing with meals, hotel or motel accommodations, but it shall be the responsibility of the employee to furnish all receipts for the above so he/she may be reimbursed for expenses incurred during such trips.

B. Payment of Wages

- 1- For the first(1st) eight (8) hours of travel his/her normal rate of pay per hour
- 2- For every hour beyond eight (8) hours one and one half (1 ½) times his/her normal hourly rate of pay.
- 3- Any Employee who has worked his/her normal shift then scheduled for a trip shall be paid at overtime rates of pay.

ARTICLE 25

CALL-BACK PAY

25.01 If an employee is called back to work

(a) on a designated paid holiday which is not the employee's scheduled day of work,

or

(b) on the employee's day of rest,

or

(c) after the employee has completed his/her work for the day and has left his/her place of work, and returns to work, the employee shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back.

or

(ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

No Pyramiding of Payments

25.02 Payments provided under Overtime and Reporting Pay provisions of the Collective Agreement, the Designated Paid Holiday and Standby provisions of the Collective Agreement and clause 24.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 26**STANDBY AND REPORTING PAY**

26.01 Where the Employer requires a Foreman or Supervisor to be available on standby during the winter season off duty hours, he/she shall be entitled to a standby payment of one half (½) hour of regular pay for each four (4) hour period or part thereof that he/she has been on standby duty.

26.02 The Foreman or Supervisor designated by letter by the Employer shall be available during the standby period to return to duty as quickly as possible when called.

26.03 No standby payment shall be granted if an employee is unable to report for duty when required.

26.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

26.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

No Pyramiding of Payments

26.06 Payments provided under the Overtime and Reporting Pay provisions of the Collective Agreement, the Designated Paid Holidays and Call-Back Pay provisions of the Collective Agreement and clause 26.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

Reporting Pay

26.07 An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

ARTICLE 27**SHIFT PREMIUMS****27.01 Shift Premium**

An employee working on shifts, will receive a shift premium of one dollar and twenty five cents (\$1.25) per hour for all hours worked, including overtime hours,. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

27.02 Weekend Premium

- (a) employees shall receive an additional premium of one dollar (1.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below;
- (b) weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

ARTICLE 28

SUSPENSION AND DISCIPLINE

28.01 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

28.02 The Employer shall notify the local representative of the Alliance that such suspension has occurred.

28.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his/her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

28.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

28.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 29

EMPLOYEE RECORDS

29.01 Both the Employer and the employee recognize the statutory and administrative necessity of maintaining records about employees. These records could include but would not be limited to: personnel details, pay and allowances, expenses, discipline, job descriptions, performance assessments and health records.

29.02 It shall be a condition that these records will be kept in a confidential file and shall not be disclosed to any third party except where there is a statutory requirement or with the express consent of the employee. This would not preclude routine reviews of files by management

29.03 Copies of any employee documentation so kept will be made available on request. Any non-statutory records must be signed by the employee as having been seen by the employee prior to being placed on file.

ARTICLE 30

HEALTH AND SAFETY

30.01

The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

30.02

The provisions of the Canada Labour Code Part 2 shall apply as well as the regulations developed pursuant to it.

30.03

The current Treasury Board Standards as apply to Health and Safety shall apply until such time as they are revised by a joint committee of the employer and the union.

30.04

A Union representative on the joint Health and Safety Committee may participate in conjunction with joint committee participation in accident investigations or workplace inspections conducted by management.

30.05 All time spent in attending joint health and safety committee meetings shall be deemed as paid work.

30.06 Prior to the investigation and decision of a management representative, following a work refusal:

- (a) the Employer may require that the employee concerned remain at a safe location near the place of work or assign the employee alternate work.
- (b) the Employer shall not assign any other employee to conduct that work until a review of the issue and decision of a management representative.

30.07 When a pregnant employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall attempt to find alternate duties for the employee within the bargaining unit.

30.08 Duties which are identified in legislation applicable to the Airport as requiring mandatory trade qualifications for their performance, will be assigned to and performed by (those) persons who possess the required qualifications.

ARTICLE 31

JOINT CONSULTATION

31.01 The parties acknowledge that mutual benefits to be derived from joint consultation and shall enter into consultation on matters of common interest.

31.02 The Employer agrees that joint consultation meetings shall occur on a regular basis.

31.03 The Union Management Committee has no authority to amend or alter the collective agreement.

31.04 The parties agree that guidelines for joint consultation will be developed by the Union Management Committee.

31.05 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 32

GRIEVANCE AND ARBITRATION PROCESS

32.01 An employee or the Alliance who feels that he/she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in all matters is entitled to present a grievance;

and

(b) where the grievance relates to the interpretation or application of this Collective Agreement, the employee is not entitled to present the grievance unless he/she has the approval of and is represented by the Alliance

32.02 Before submitting a grievance, the employee is encouraged to seek to settle the difference in discussions with his/her supervisor.

32.03 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:

- (a) Level 1 - Airport Manager
- (b) Level 2 - Chief Administrative Officer
- (c) Level 3 – Arbitration

32.04 An employee or the Alliance who wishes to present a grievance to the First Level of the procedure shall transmit this grievance, not later than the fifteenth (15th) working day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to grievance.

32.05 The Employer shall normally reply to an employee's or the Alliance's grievance, at any level in the grievance process, except level 2 within ten (10) working days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee he/she may transmit their grievance to the next higher level within ten working days.

32.06 The Employer shall normally reply to an employee's grievance at level 2 of the grievance procedure within twenty-five (25) working days after the grievance is presented to that level.

32.07 Where an employee has been represented by the Alliance in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.

32.08 The time limits stipulated in this procedure may be extended by mutual agreement between the parties.

32.09 Where the Employer discharges an employee the grievance shall be referred to level 2.

32.10 Where an employee or the Alliance has presented a grievance up to and including the Final Level in the grievance procedure and the employee's or the Alliance's grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to single arbitrator. The Alliance shall notify the Employer within 30 working days of the intent to pursue the matter to arbitration. Both Parties must agree to the proposed arbitrator and failing agreement either party may petition the Minister to appoint one pursuant to the Canada Labour Code.

32.11 Where a grievance is referred to arbitration, the employee is not entitled to refer the grievance to arbitration unless the bargaining agent for the bargaining unit to which the grievance applies signifies in prescribed manner:

- (a) its approval of the reference of the grievance to arbitration
- and
- (b) its willingness to represent the employee in the arbitration proceedings.

Expedited Arbitration

To deal with any grievance at arbitration, both parties must agree in writing what provisions, if any, of the Expedited Arbitration processes apply.

32.12 Grievances to be Heard at Expedited and Formal Arbitration

- (a) All local grievances not relating to an indefinite suspension, a discharge or separation of employment shall be referred to the expedited process.
- (b) Local grievances related to an indefinite suspension, a discharge or separation of employment shall be referred to formal arbitration and may only be referred to the expedited process by the mutual agreement of the parties.
- (c) Notwithstanding the above, when a grievance relating to an indefinite suspension, discharge or separation of employment is referred to formal arbitration, any other unresolved grievances related to this issue will be referred to formal arbitration to be heard together with the former, unless otherwise agreed by the parties.

32.13 Scheduling Formal and Expedited Arbitration

Grievances referred to arbitration must be scheduled to be heard within ninety (90) days from the date of referral. If the commencement of the hearing is delayed beyond the ninety (90) day period specified herein, the grievance shall be deemed to have been abandoned unless the hearing is delayed by mutual agreement between the parties or by the arbitrator.

32.14 **Expedited Arbitration - General**

- (a) The parties agree not to use practicing lawyers to argue a case at expedited arbitration.
- (b) The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses
- (c) Whenever possible the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing.

When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resume of the reasons. The arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing.

- (d) The decision of the arbitrator, in the expedited format, shall not constitute a precedent and shall not be referred to in subsequent arbitrations. Further, such decisions may not be used to alter, modify or amend any part of the collective agreement.
- (e) Such decisions from the expedited format shall be final and binding upon both parties.

32.15 **Authority of Arbitrator**

In all cases of discipline or discharge, the arbitrator shall have the authority to rescind or to reduce such discipline or discharge, as it seems just and reasonable in the circumstances.

32.16 **Decision in Formal Arbitration**

In all cases of formal arbitration, the arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

32.17 **Arbitrator Fees**

The City and the Alliance shall share equally the fees and expenses of the arbitrator for both formal and expedited arbitrations.

32.18 **List of Arbitrators**

- (a) the arbitrators appearing on each list hereinafter shall act in rotation and in the order in which their name appears on the list. In the event that the arbitrator selected in accordance with this procedure is unable to act, the case will be referred to the next named arbitrator on the list.
- (b) Where the list has been exhausted and none of the arbitrators designated therein is able to hear the grievance, the parties shall appoint another arbitrator as substitute. If the parties are unable to agree on the selection of an arbitrator within seven (7) days, either party may apply to the Minister of Labour who will appoint an arbitrator.
- (c) The following is a list of agreed upon sole arbitrators to whom grievances may be referred:
 - **Paula Knopf**
 - **Martin Teplitski**

ARTICLE 33

BENEFITS

For all Full-Time employees

The Corporation agrees to pay 100% of all premium costs for the benefits outlined in this article with the exception of OMERS which is cost shared and the optical plan which is funded by the City Of Timmins.

33.02 Pension Benefits

Pension Benefits shall be in accordance with the Ontario Municipal Employees Retirement System Act as amended.

33.03 Extended Health

The Corporation shall pay the full cost of the premiums for the following plans for all full-time employees:

- a) Extended Health Care Plan, which does not include semi-private hospital care. However, in the event of an occupational injury or illness which requires hospitalization, the Employer shall pay 100% of the cost of difference between standard ward care and semi-private hospital care, unless otherwise covered by another plan.
- b) A drug Prescription Plan, which provides for payment of those drugs, which legally require a prescription in writing by a qualified Medical Practitioner. The City Of Timmins or its Benefits Carrier will pay up to the first seven (\$7.00) dollars for any dispensing fee for an approved prescription.

The Corporation also agrees to provide drug plan coverage and optical coverage to those employees who retire at age 55 whose normal retirement age is 65 and who have completed 30 years service, provided they do not have coverage through an alternate plan. The Corporation further agrees to provide drug plan coverage and optical plan coverage to those employees who retire at age 61 whose normal retirement age is 65, provided they do not have coverage through an alternate plan.

- c) A Group Life Insurance Policy which shall provide for coverage in the amount of seventy thousand (\$70,000.00) dollars.
- d) The Corporation shall institute and pay for an optical plan that provides for an employee and or his/her dependence to obtain eyeglasses, etc. up to a cost not to exceed two hundred twenty-five (\$225.00) dollars in a two-year period.

33.04 Dental Plan

The Corporation shall arrange for Dental Plan Coverage equivalent to Blue Cross Basic plus Riders 1, 2 and 9 with a Carrier of its choice for all full-time employees and the Corporation shall pay 100% of the current premiums of said plan. Dental recall examination is once every twelve (12) months except for children twelve (12) years of age and under, who shall be entitled to recall examination every six (6) months.

33.05 Long Term Disability Plan

- a) On the first of the month following ratification of the Collective Agreement the Corporation shall pay the premiums for the Long-Term Disability Plan which shall provide for payment of sixty-six and two-third ($66 \frac{2}{3}$) of salary to a maximum of two thousand six hundred (\$2,600.00) dollars per month for full-time employees only subject to a waiting period of twenty-six (26) weeks after declaration by the Insurer of disability.
- b) The Corporation shall pay 100% of the cost of the premiums for the benefits outlined in Clauses 33.03 a), b), c), d) and 33.04 for the first two years a member is in receipt of LTD benefits.
- c) With the exception of OMERS, the benefits outlined in the article are only effective for full-time employees three months after being hired.

For All Other Employees

33.03 Nine (9) per cent of wages shall be added to the wage rate.

ARTICLE 34 **CLOTHING ALLOWANCE**

34.01 The Employer shall for each full-time operational employee provide a clothing voucher worth \$300.00 per annum. Every other operational Employee shall receive a clothing voucher worth \$300.00 pro-rated to the number of hours worked.

34.02 For all other operational employees the employer shall pro rate the amount of the clothing voucher to the amount of hours that an employee is expected to work..

34.03 This shall commence June 1, 2001 and be payable on June 1 in each succeeding year.

ARTICLE 35

STAFFING

35.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position.

35.02 Information In Postings

Such notice shall contain the following information: Nature of Position, Qualifications, Required Knowledge and Education Skills, Wage or Range. Such qualifications may not be set in an arbitrary manner. When higher qualifications are required by the Employer or are known to be required by the Employer, in order to upgrade the existing position(s), the Employer shall advise the Local Union Representative in writing with the changes.

35.03 No Outside Advertising

No outside advertising for any vacancy shall be placed until the applications of full-time employees have been fully processed, in accordance with Article 35.01

35.04 Role of Seniority In Promotions And Transfers

Both parties recognize:

1. The principle of promotions within the service of the Employer.
2. That job opportunity should increase the proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 35.02. Appointments from within the bargaining unit shall be made within thirty (30) calendar days of posting. In the event that a permanent employee or employees do not have the qualifications to fill the job that is open or a new job which is created, then the Employer may employ anyone it so desires who has the qualifications for the position; the Employer also reserves the right to hire employees on a temporary basis.

35.05 Trial Period

The successful applicant shall be placed on trial for a period of up to sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the sixty (60) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wages or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate and without loss of seniority.

35.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

35.07 Notification To Employee And Union

Within seven (7) calendar days of the appointment to a vacancy position, the name of the successful applicant shall be sent to each applicant and a copy to the Local Union Representative.

35.08 Handicapped Worker Provision

An employee unable through injury or illness to perform his/her normal duties may be provided with alternate suitable employment. Such employee shall not displace any employee with more seniority.

35.09 Older Worker Provision

An employee who through advancing years is unable to perform his/her normal duties may be provided with alternate employment. Such employee shall not displace an employee with more seniority.

35.10 On-The-Job Training

The Employer may inaugurate and maintain a system of 'on-the-job' training so that every employee may have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees may be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employee concerned. Such opportunities for training may be allocated according to the seniority provisions of this Agreement. Job training may not take place when the senior employee is absent from work.

35.11 Training Courses

The Employer may bulletin any Training Course and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of Course (subject and material to be covered)
Time, duration, and location of course
Basic minimum qualifications required for applicants

This bulletin shall be posted for a period of fourteen (14) calendar days on bulletin boards in all Departments to afford interested employees an opportunity to apply for such training.

ARTICLE 36

AGREEMENT RE-OPENER

36.01 This agreement may be amended by mutual consent.

ARTICLE 37

DURATION

37.01 This Contract comes into force on October 9, 1999 and ends on December 31, 2002.

Signed at Timmins, this _____ day of the month of _____, 2000

Corporation of the City of Timmins

The Public Service Alliance of Canada

Appendix B

Letter of Understanding

BETWEEN

The Corporation of the City of Timmins

and

The Public Service Alliance of Canada

RE: Firefighters both Full Time and Specified Term Employees at the Timmins Airport

Notwithstanding the General Provisions of this collective agreement, the following specific provisions shall apply to The Full Time Employee performing duties as a Firefighter.

Interpretation and Definitions:

(a) "daily rate of pay" means an employee's annual rate of pay divided by the number of working days in his or her annual work schedule;

(b) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by forty-two(42).

Vacation Leave

1.01 Accumulation of Vacation Leave

(a) An employee whose work schedule requires one hundred and thirty-six and one-half (136 1/2) shifts per year, and who has earned pay for at least five (5) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following:

(i) eight (8) shifts per fiscal year if the employee has completed less than eight (8) years of service;

(ii) eleven (11) shifts per fiscal year if the employee has completed between eight (8) and eighteen (18) years of service

(iii) fourteen (14) shifts per fiscal year after the employee has completed eighteen (18) years of service;

(iv) sixteen (16) shifts per fiscal year after the employee has completed twenty-nine (29) years of service;

(b) for the purpose of clause 1.01 only, all service within the Federal Government and the Corporation of the City of Timmins, whether continuous or discontinuous, shall count toward vacation leave.

1.02 An employee who has not earned pay for the number of shifts or days specified in clause 1.01 for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rates specified in clause 1.01 for each calendar month in which the employee earns pay for the specified number of shifts or days.

1.03 Scheduling of Vacation Leave

In scheduling vacation leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

(a) not to recall an employee to duty after the employee has proceeded on vacation leave;

(b) to grant the employee's vacation leave during the fiscal year for which it is earned, if so requested by the employee not later than June 1

(c) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;

(d) to grant the employee vacation leave for at least fourteen (14) consecutive days if so requested by the employee not later than June 1;

(e) the Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause (b) above;

(f) to grant an employee vacation leave when specified by the employee if:

(i) the period of vacation leave requested is less than a week,

and

(ii) the employee gives the Employer at least two (2) days advance notice for each day of vacation leave requested;

(g) to ensure that, at the request of the employee, vacation leave in periods of two (2) weeks or more is started following a scheduled period of rest days.

1.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

1.05 Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave,

or

(b) is granted special leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

1.06 Carry-over Provisions

Where in any fiscal year an employee has not been granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year.

1.07 Recall from Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses as normally defined by the Employer, that the employee incurs:

(a) in proceeding to the employee's place of duty,

and

(b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

1.08 Leave When Employment Terminates

Subject to clause 1.09, where an employee dies or otherwise terminates the employee's employment after a period of service of more than six (6) months:

(a) the employee or the employee's estate shall, in lieu of earned but unused vacation and furlough leave, be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation and furlough leave by the daily rate of pay applicable to the employee

immediately prior to the termination of the employee's employment,

or

(b) the Employer shall grant the employee any vacation and furlough leave earned but not used by the employee before the employment is terminated if the employee so requests because of a requirement to meet minimum service requirements for severance pay.

1.09 An employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 1.08 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

1.10 Advance Payment of Vacation

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

Providing the employee has been authorised to proceed on vacation leave for the period concerned, pay in advance of going on vacation leave shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

1.11 If at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.

Hours of Work and Overtime

2.01 Hours of Work

When hours of work are scheduled for employees they shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of their schedule.

General

2.02 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work

2.03

(a) The scheduling of hours of work and the establishment of shift schedules shall be done by the Employer. A shift schedule shall be established for, and posted in each Fire Hall.

(b) The Employer agrees that no shift schedule shall provide for split shifts.

2.04

(a) The Employer shall post a duty roster in each Fire Hall eight (8) days in advance.

(b) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

2.05 Assignment of Overtime Work

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

(a) to allocate overtime work on an equitable basis among readily available qualified employees,

and

(b) to give employees who are required to work overtime adequate advance notice of this requirement.

2.06 The Alliance is entitled to consult with the Airport Manager or the Airport Manager's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

2.07 Overtime Compensation

(a) Except as provided in sub-clause 2.08 (b) and subject to clause 2.10, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by the employee. When an employee is required to work overtime immediately following their scheduled shift, or on a day of rest, or designated paid holiday, which extends into his or her next scheduled shift, the employee will continue to be compensated at the applicable overtime rate until he or she has had a break of at least eight (8) hours.

(b) Overtime shall be compensated in cash. except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect at the time the overtime benefits were earned.

(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

(d) If any above leave with pay earned cannot be liquidated by the end of a twelve (12)-month period, to be determined by the Employer, then payment in cash will be made in accordance with (c) above.

2.08 Subject to clause 2.10, an employee is entitled to double (2) time compensation for each hour of overtime worked by the employee on the employee's second (2nd) or subsequent day of rest, provided the days of rest are consecutive and contiguous.

2.09 An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

2.10 Except when a free meal can be provided:

(a) An employee who has not received at least twelve (12) hours advanced notice of an overtime requirement and who works three (3) or more consecutive hours of overtime immediately following the employee's scheduled hours of work shall be paid a meal allowance in the amount of nine dollars (\$9). When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of nine dollars (\$9) shall be provided. Only two meals shall be provided in one overtime shift, except when an overtime period in excess of three (3) hours immediately precedes an employee's scheduled hours of work, a meal allowance in the amount of nine dollars (\$9) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.

(b) Reasonable time to be determined by the Employer shall be allowed the employee in order that the employee may take a meal break.

Sick Leave With Pay

3.1 Credits

For purposes of this clause the Present Full Time Employee is Grandfathered in

(a) An employee whose work schedule requires one hundred and thirty-six and one-half (136 1/2) shifts per year shall earn credits at the rate of two-thirds (2/3) of a shift for each calendar month for which the employee earns pay for at least five (5) shifts.

3.02 Granting of Sick Leave

An employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or a non work related injury provided that:

(a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

(b) he has the necessary sick leave credits.

3.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of his illness and stating that because of this illness he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 3.02 (a), if, in the current fiscal year, the employee has not been granted more than seven (7) shifts wholly on the basis of statements signed by the employee.

3.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

3.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 3.02, sick leave with pay may, at the discretion of the Employer, be granted for a period of up to one and two-thirds (1 2/3) the annual accrual subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

Reporting Pay

4.01 When an employee is required to report and reports to work on a day of rest the employee is entitled to a minimum of three (3) hours pay at the applicable overtime rate.

4.02 When an employee is required to report and reports to work after the employee has completed the employee's work for the day and has left the place of work the employee is entitled to a minimum of two (2) hours pay at the hourly rate of pay.

4.03 When an employee reports for work under the conditions described in this article, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

(a) For the life of this collective agreement, after which the mileage allowance will be the City Of Timmins rate, mileage allowance at the rate of \$0.405 per kilometre shall be paid to an employee when authorised by the Employer to use her/his automobile when the employee travels by means of her/his own automobile,

or

(b) out-of-pocket expenses for other means of commercial transportation.

Long Service Pay

5.01 An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the Federal Government and the Corporation of the City of Timmins as set out in the following table:

Period of Service	Annual Amount
5 to 9 years	\$540
10 to 14 years	\$580
15 to 19 years	\$650
20 to 24 years	\$710
25 to 29 years	\$840
30 years or more	\$970

Designated Paid Holidays

6.01 Compensation for Designated Paid Holidays

(a) The designated paid holidays in a fiscal year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include eleven (11) designated paid holidays.

(b) Each employee shall select the method of lieu day compensation which he or she prefers. Such selection shall be made as of April 1, and shall remain valid for the following twelve-month (12) period.

(c) The employee shall select one of the following methods of lieu day compensation:

(i) cash payment;

(ii) compensatory leave;

or

(iii) combination of cash payment and compensatory leave.

(d) The employee shall make such selection known to the Employer and in the manner required by the Employer.

(e) In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.

(f) An employee who has elected the compensatory leave method shall have his lieu days scheduled in the fiscal year in which they are credited to him. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service:

- (i) schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
- (ii) schedule any remaining lieu days after consulting with the employee, if as of October 1 the Employer has been unable to accommodate an employee's request or no request has been filed; such schedule shall be subject to at least twenty-eight (28) days' advance notice;
- (iii) provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above;

(g) Lieu days may be granted as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) day.

(h) At the end of each fiscal year, the employee shall be paid in cash for each unused lieu day at one and one-half (1 1/2) times his daily rate of pay.

Notwithstanding the General Provisions of this collective agreement, the following specific provisions shall apply to those Specified Term Employees performing duties as Firefighters:

Vacation Leave

6.01 Vacation Pay at the Rate of 6% shall be paid bi weekly.

Hours of Work

7.01 The Hours of Work Article shall be the same as in Article 2.

Sick Leave

8.01 The Sick Leave Article shall not apply.

Reporting Pay

9.01 The Reporting Pay Article shall be the same as in Article 4.

Long Service Pay

10.01 The Long Service Pay Article does not apply.

Lieu Days

11.01 Lieu days article will apply.

Dated this _____ day of _____, 2000

For the Union

For the Employer

Appendix C

Letter of Understanding

Between

The Corporation of the City of Timmins

and

The Public Service Alliance of Canada

Re: Casual, Part Time, Seasonal and Specified Term Employees

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to casual, part time, seasonal, specified term and student employees

1.01 Definitions

Casual Employee: is an employee who is required to work on demand

Part time: is an employee who works less hours than a full time employee for that job category

Seasonal Employee: means a person employed for work which is not continuous throughout the year

Specified Term Employee: is an employee who works either full time or part time for a specified period or duration

Student employee: is one who is enrolled in a school program

1.02 All employees shall be paid at the straight time rate of pay for all work performed up to the normal daily hours or weekly hours specified by the collective agreement for a full time employee.

Benefits

1.03 All non full time employees shall be entitled to a top up of nine (9) per cent of their wage rate in lieu of the benefits provided under Article 33 Benefits

Vacation Pay

1.04 All non full time employees shall be paid a vacation pay as follows:

- (a) Six (6) percent pay for the first 2080 hours of work for operational employees and 1950 hours of work for administrative staff
- (b) After seven (7) years of service eight (8) percent
- (c) After seventeen (17) years of service ten (10) percent
- (d) After twenty four (24) years of service twelve (12) percent

Designated Paid Holidays

1.05 All non full time employees shall be paid as per the Federal Employment Standards

Overtime

1.06 Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified in the collective agreement, of a full time employee, but does not include a holiday.

1.07 Subject to 1.06 a part time employee who is required to work over time shall be paid over time as specified in this collective agreement

Call Back

1.08 Shall apply to Seasonal Employees and Specified Term Employees as specified in the collective agreement

Reporting Pay

1.09 Shall apply to Seasonal Employees and Specified Term Employees as specified in the collective agreement

Recall

1.10 All Seasonal, Student and Specified Term Employees shall have the right of first recall to the first available Seasonal, Student or Specified Term position. Recall shall be based on seniority.

Dated this _____ of _____, 2000

For the Union

For the Employer

Appendix D

Letter of Understanding

Between

The Corporation of the City of Timmins

and

The Public Service Alliance of Canada

RE: Job Security for Full Time Employees

The Union and the Employer agree that for those full time employees on staff at the date of signing of the collective agreement there shall be no lay off during the term of the collective agreement. This letter of understanding shall continue in force and effect until the signing of a new collective agreement.

Dated this _____ of _____, 2000

For the Union

For the Employer

APPENDIX “E”

Letter of Understanding

Between

The Corporation of the City of Timmins

And

The Public Service Alliance of Canada

RE: Trades Workers License Fees Reimbursement

The Employer agrees to reimburse the trade workers employed at the Timmins Airport for their trade licenses required by legislation or regulation upon receipt of payment.

Dated this _____ of _____, 2000

For the Union

For the Employer

COLLECTIVE AGREEMENT

BETWEEN



AND



SIGNED DECEMBER 20, 2000

PPENDIX
WAGE SALARY SCHEDULE

<u>CLASSIFICATION</u>		<u>CURRENT RATE</u>	<u>EFFECTIVE OCT 9,1999</u>	<u>EFFECTIVE JAN 1,2000</u>	<u>EFFECTIVE JULY 1,2000</u>	<u>EFFECTIVE JAN 1,2001</u>	<u>EFFECTIVE JULY 1,2001</u>	<u>EFFECTIVE JAN 1,2002</u>	<u>EFFECTIVE JULY 1,2002</u>
SEASONAL AIRFIELD MAINTENANCE TECHNICIAN	ANNUAL	\$ 29,182.40	\$ 29,182.40	\$ 30,057.87	\$ 30,057.87	\$ 30,959.61	\$ 30,959.61	\$ 31,888.40	\$ 31,888.40
	HOURLY	\$ 14.03	\$ 14.03	\$ 14.45	\$ 14.45	\$ 14.88	\$ 14.88	\$ 15.33	\$ 15.33
AIRFIELD MAINTENANCE TECHNICIAN	ANNUAL	\$ 29,182.40	\$ 30,264.00	\$ 30,763.20	\$ 31,262.40	\$ 31,761.60	\$ 32,260.80	\$ 32,760.00	\$ 33,259.20
	HOURLY	\$ 14.03	\$ 14.55	\$ 14.79	\$ 15.03	\$ 15.27	\$ 15.51	\$ 15.75	\$ 15.99
FIELD SUPERVISOR	ANNUAL	\$ 35,880.00	\$ 36,961.60	\$ 37,460.80	\$ 37,960.00	\$ 38,459.20	\$ 38,958.40	\$ 39,457.60	\$ 39,956.80
	HOURLY	\$ 17.25	\$ 17.77	\$ 18.01	\$ 18.25	\$ 18.49	\$ 18.73	\$ 18.97	\$ 19.21
FIELD FOREMAN	ANNUAL	\$ 32,011.20	\$ 33,092.80	\$ 33,592.00	\$ 34,091.20	\$ 34,590.40	\$ 35,089.60	\$ 35,588.80	\$ 36,088.00
	HOURLY	\$ 15.39	\$ 15.91	\$ 16.15	\$ 16.39	\$ 16.63	\$ 16.87	\$ 17.11	\$ 17.35
AIRPORT ELECTRICIAN	ANNUAL	\$ 38,979.20	\$ 40,060.80	\$ 40,560.00	\$ 41,059.20	\$ 41,558.40	\$ 42,057.60	\$ 42,556.80	\$ 43,056.00
	HOURLY	\$ 18.74	\$ 19.26	\$ 19.50	\$ 19.74	\$ 19.98	\$ 20.22	\$ 20.46	\$ 20.70
MOTOR VEHICLE MECHANIC	ANNUAL	\$ 33,862.40	\$ 34,944.00	\$ 35,443.20	\$ 35,942.40	\$ 36,441.60	\$ 36,940.80	\$ 37,440.00	\$ 37,939.20
	HOURLY	\$ 16.28	\$ 16.80	\$ 17.04	\$ 17.28	\$ 17.52	\$ 17.76	\$ 18.00	\$ 18.24
SKILLED MAINTENANCE CRAFT PERSON	ANNUAL	\$ 31,553.60	\$ 32,635.20	\$ 33,134.40	\$ 33,633.60	\$ 34,132.80	\$ 34,632.00	\$ 35,131.20	\$ 35,630.40
	HOURLY	\$ 15.17	\$ 15.69	\$ 15.93	\$ 16.17	\$ 16.41	\$ 16.65	\$ 16.89	\$ 17.13
AIRPORT FIREFIGHTER	*** ANNUAL	\$ 39,530.40	\$ 40,666.08	\$ 41,190.24	\$ 41,714.40	\$ 42,238.56	\$ 42,762.72	\$ 43,286.88	\$ 43,811.04
	HOURLY	\$ 18.10	\$ 18.62	\$ 18.86	\$ 19.10	\$ 19.34	\$ 19.58	\$ 19.82	\$ 20.06
FINANCIAL OFFICER	* ANNUAL	\$ 32,877.00	\$ 33,891.00	\$ 34,359.00	\$ 34,827.00	\$ 35,295.00	\$ 35,763.00	\$ 36,231.00	\$ 36,699.00
	** HOURLY	\$ 16.86	\$ 17.38	\$ 17.62	\$ 17.86	\$ 18.10	\$ 18.34	\$ 18.58	\$ 18.82
ACCOUNTS CLERK	START			\$ 27,384.00					
	** HOURLY			\$ 14.04					
ACCOUNTS CLERK	STEP 1			\$ 29,085.00					
	** HOURLY			\$ 14.92					
ACCOUNTS CLERK	STEP 2			\$ 30,768.00					
	** HOURLY			\$ 15.78					
ACCOUNTS CLERK	STEP 3			\$ 32,450.00					
	** HOURLY			\$ 16.64					

NOTES

- * EXCLUDES PAY EQUITY ADJUSTMENT OF \$994 AND BILINGUAL ALLOWANCE OF \$800
- ** BASED UPON A 37.5 HOUR WEEK OR 1,950 HOURS PER YEAR

*** BASED UPON A 42 HOUR WEEK OR 2,184 HOURS PER YEAR

ALL OTHER RATES ARE BASED UPON 2,080 HOURS PER YEAR