



2002 - 2005

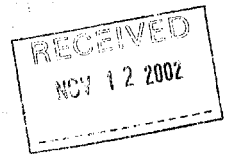
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GREATER SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 148



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1999 - 2005  
COLLECTIVE AGREEMENT

THE CITY OF GREATER SUDBURY  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #148

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**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR  
(LONG TERM CARE FACILITY)  
(hereafter referred to as the "Employer")**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #148 C.L.C.  
(hereinafter referred to as the "Union")**

1. The Parties agree to the terms of this Memorandum of Agreement as constituting Full Settlement of all items in dispute.
2. The undersigned representatives of the Parties do hereby agree to recommend complete acceptance of the terms of this Memorandum of Agreement to their respective principals.
3. The Parties herein agree that the term of the Collective Bargaining Agreement shall be from May 1, 1999 to April 30, 2005.

DATED AT Sudbury, Ontario this *26th* day of *August*, 2002.

**FOR THE EMPLOYER**

*Karen Matthews*

*A. D. Conner*

*Kathy Young*

**FOR THE UNION**

*Julie Lyambe*

*Gina Martin*

*M. Pizzolito*

*M. McPhee*

*D. Beath*

*P. Bailey*

## AGREEMENT SUMMARY - KEY COMPONENTS

Names Change all references to Regional Municipality of Sudbury to City of Greater Sudbury.  
Amend all classification titles to reflect new CGS job titles.

Cover Change to reflect term of new Agreement

Table of Contents Amend title to reflect term of new Agreement, and article and page numbers to reflect the provisions of this Memorandum of Agreement.

1. Term - May 1, 1999 to April 30, 2005
2. General Wage Increases (GWI): 2% effective May 1, 1999  
2% effective May 1, 2000  
2% effective May 1, 2001  
3% effective May 1, 2002  
3% effective May 1, 2003  
3% effective May 1, 2004
3. General wage increase paid retroactive to May 1, 1999, and payable to Employees who resigned/retired since that time. Retroactive payment will be on a separate cheque.
4. Group Insurance Changes:
  - i) Smoking Cessation Provision - three (3) month supply per lifetime;
  - ii) Current ODA Dental Fee Schedule for term;
  - iii) Optional Group Life Insurance for Employees/Spouses in increments of \$10,000 (maximum \$250,000) available;
  - iv) Eyeglass maximum to increase by \$30 effective May 1, 2002, and by \$10/year thereafter
  - v) Hearing Aid maximum to increase to \$500 every five (5) years;
  - vi) Basic Life Insurance coverage to increase from one and one-half (1-1/2) times earnings to two (2) times earnings.
  - vii) Spousal coverage increased from 5 years to 10 years
5. Deletion of inoperative COLA clause.
6. Deletion of polling language
7. Meal allowance extended to all employees who work an overtime shift, limited to one allowance per shift.
8. Limited postings increased to twelve months.

9. Probation period increased to four (4) months for full-time employees, and six hundred and sixty (660) hours for part-time employees.
10. 4% vacation pay for Part-time employees to be paid on first pay day in December.
11. Orientation period increased to 5 days for RPNs and HCAs and 3 days for all other classifications.
12. Introduction of rotation of Christmas/New Year scheduling.
13. Introduction of Banked Time provision
14. Introduction of split Casual Pool Scheduling so Casual Part-time Employees can pre-select when available for work.
15. Introduction of Mutual Shift Exchange provision.
16. Introduction of area and line number being added to job posting notices to provide more information to potential applicants.

THIS COLLECTIVE BARGAINING AGREEMENT made and entered into this 1st day of May, 1999.

**BETWEEN :**

**THE CITY OF GREATER SUDBURY**  
(Pioneer Manor, Long Term Care Facility)  
(hereinafter referred to as the "**Employer**")

**OF THE FIRST PART**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL #148, C.L.C.**  
**(FULL TIME and PART TIME)**  
(hereinafter referred to as the "**Union**")

**OF THE SECOND PART**

**ARTICLE #1 - PURPOSE**

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

**ARTICLE #2 - SCOPE**

**2:01** The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all Employees employed at Pioneer Manor Long Term Care Facility save and except Professional Health Care/Services Staff, Registered and Graduate Nurses, Manager of Resident Care, Manager of Administration, Manager of Food Services and Nutritional Care, Building Superintendent, Food Services Supervisor, Occupational Health & Safety Officer, Chaplain, Laundry/Housekeeping & Materials Control Manager, Program Co-ordinators and persons above the rank of Program Co-ordinators, Office Staff, Intake and Volunteer Facilitator, Community Liaison and Special Events Co-ordinator, Quality Assurance Co-ordinator, Students hired during the school vacation periods and persons/Employees included and excluded under a subsisting Collective Agreement between The City of Greater Sudbury and the various Locals of the Canadian Union of Public

Employees, the Ontario Nurses' Association and the Sudbury Professional Fire Fighters' Association.

For purposes of clarity the above bargaining unit includes those regularly employed for not more than forty-eight hours in a two (2) consecutive week period.

### **ARTICLE #3 - EMPLOYER RIGHTS**

**3:01** The Union agrees that it is the exclusive right of the Employer to:

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

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

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

### **ARTICLE #4 - NO DISCRIMINATION**

**4:01** There shall be no discrimination practised by either the Employer or the Union against any Employee for reasons prohibited under The Human Rights Code, political affiliation, participation or non-participation, membership or non-membership in the Union. There also will be no coercion practised by the Employer or the Union.

**4:02** Neither the Employer nor the Union condone the practice of sexual harassment and any such claim may be referred under the Discrimination and Harassment Policy.



**ARTICLE #5 - EMPLOYEE'S RESPONSIBILITY**

- 5:01** It is recognized that the Employer is responsible for the safety, health, comfort and general welfare of the Residents of the Home, therefore, the Employees recognize they must be prepared at all times, wherever possible, to assist in carrying out the services provided by the Employer.
- 5:02** This responsibility is the responsibility of the Employer and requires that any dispute arising out of the Terms of this Agreement be adjusted and settled in an orderly manner without interruption of the said services. Therefore, the Employees agree that if any difference with the Employer occurs during the time period of this Agreement, the same will be dealt with under the Grievance Procedure hereinafter set forth.

**ARTICLE #6 - UNION RESPONSIBILITY**

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

**ARTICLE #7 - RELATIONSHIP**

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

**ARTICLE #8 - UNION SECURITY**

- 8:01** It is agreed and understood by the Parties hereto, that there shall be a compulsory check-off upon all Employees who come within the Scope of this Agreement, on the first pay period that Union Dues are deducted, and **shall** continue during the period of this Agreement.
- 8:02** (a) The Employer agrees to deduct dues from the earnings of each eligible Employee in the amount certified by the Union, according to its Constitution and By-Laws.
- (b) Every Part Time Employee who relieves a Full Time Employee on a Full Time basis in excess of twenty-four (**24**) hours per week, and continues to work thirty (30) days of continuous employment as such, shall pay Union Dues at the Full Time rate.
- 8:03** The Employer agrees to deduct the amount of dues each month from the first

payroll period of each month and remit the amount of dues so deducted to the National Secretary - Treasurer of the Union, no later than the last day of the month in which the dues are deducted.

- 8:04** The Treasurer of the Employer when remitting the dues as deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, also showing any additions or deletions in staff. This statement will also indicate the status of each Employee showing whether the Employee is: Permanent Full-time, Regularly Scheduled Part-time, Casual Part-Time, Probationary, Temporary, on Leave of Absence, or terminated and the total gross regular wages for the Employees listed.
- 8:05** A copy of the Minutes of City Council Meetings shall be mailed to the Secretary of the Union as soon as they become available.
- 8:06** Employees outside the Scope of this Agreement shall not perform the regular duties of the Employees within the Scope of this Agreement except for the purposes of instruction, experimentation, or during an emergency. Notwithstanding the above, Non-Union Staff will not be prevented in assisting their staff in their normal duties.

#### **ARTICLE #9 - NEGOTIATING COMMITTEE**

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

#### **ARTICLE #10 - STEWARDS**

- 10:01** The Employer acknowledges the right of the Union to appoint or otherwise select up to seven (7) Stewards representing all Departments, who shall be Employees of the Employer.

#### **ARTICLE #11 - GRIEVANCE COMMITTEE**

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

## **ARTICLE #12 - COMMITTEES AND STEWARDS**

- 12:01** Union Stewards or members of Union Committees shall not absent themselves from their place of duty for Union business, including discussion of grievances, unless prior permission is granted by their Supervisor.
- 12:02** In order to deal with Union Grievances up to and including Stage Three of the Grievance Procedure, such persons shall not be unreasonably refused permission to absent themselves, taking into consideration the efficient operation of facilities and functions for the Employer.
- 12:03** It is understood that for such approved absences under Article 12:02, the Employer will not make any wage deductions from the affected Employees.
- 12:04** It is agreed and understood that, excepting negotiations meetings, a meeting called and agreed upon by the Employer and the Union which requires attendance of the Union Employees during their hours of employ, there will be no loss of wages while attending such joint meetings.

## **ARTICLE #13 - GRIEVANCE PROCEDURE**

- 13:01** Within the Terms of this Agreement, a Grievance shall be defined as a difference arising between an Employee, A Group of Employees, the Union or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.
- 13:02** It is understood that an Employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust the complaint. In discussing the complaint, the Employee may be accompanied by a Steward.
- 13:03** All Grievances shall be in writing, signed by the aggrieved Employee(s) and state the specific redress sought. General Grievances must be signed by an Executive Member of the Local. Grievances shall be dealt with in the following manner provided no more than fifteen (15) calendar days have elapsed since the occurrence of the alleged Grievance.
- 13:04** The Employer agrees that the Union shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees in all Steps of the Grievance Procedure, or any other matters connected with the Collective Agreement.
- 13:05** **Stage One**

The Employee, accompanied by a Steward shall first take the written Grievance to

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

**13:06 Stage Two**

Provided that not more than seven (7) calendar days have elapsed since the receipt of the reply at Stage One, then a member of the Grievance Committee may present the matter to the Director, Long Term Care Facility and Seniors Services or their designate. A meeting between the Grievance Committee and the Director, Long Term Care Facility and Seniors Services or their designate, shall be arranged within five (5) calendar days not including the day of service. Failing settlement at this Stage within five (5) calendar days, then Stage Three may be invoked.

**13:07 Stage Three**

Provided that no more than seven (7) calendar days have elapsed since the receipt of the reply at Stage Two, then the Grievance Committee and the National Representative may schedule a meeting with the Chief Administrative Officer and the Director of Human Resources or their designates, within fifteen (15) calendar days not including the day of service. Failing settlement at this Stage within five (5) calendar days, then the matter may be referred to Arbitration in accordance with The Ontario Labour Relations Act, as amended from time to time, provided no more than twenty (20) calendar days have elapsed since the decision of the Chief Administrative Officer or designate.

**13:08** It is agreed and understood by both Parties hereto that there shall be no extension to the time limits as outlined in the Grievance Procedure, unless by mutual consent.

**13:09** Grievances concerning lay-offs and recall shall be initiated at Stage Two of the Grievance Procedure.

**13:10 General Grievances**

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

**13:11** Group Grievances

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

**13:12** Discharge, Discipline or Suspension Cases

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

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

**13:14** Should an Employee's Personnel record remain clear of any recorded disciplinary notices for a period of twelve (12) consecutive months for Full Time or twelve hundred and forty-eight (1248) hours of work for Part Time Employees from the date of the last recorded discipline, then only the formally recorded disciplinary notices for absenteeism, lateness, or failure to provide an acceptable standard of work shall be eliminated from the Employee's Personnel record. The Employer will advise the Employee in writing of the elimination of the disciplinary notices for absenteeism, lateness, or failure to provide an acceptable standard of work, with a copy to the Union.

**13:15** Whenever the Employer deems it necessary to discipline, suspend, or discharge an Employee for just cause, the Employee will be so advised in advance. The Employee may request the presence of a Union Steward. A copy of the written confirmation of the discipline, suspension, or discharge **shall be forwarded** to the Secretary of the Union.

- 13:16**
- (a) An Employee may, from time to time, submit to the Director of Human Resources, for inclusion in his/her Personnel File, additional qualifications which have been acquired.
  - (b) The Employee, upon written request to the Director of Human Resources, may view the following documents from his/her Personnel File at a time

mutually convenient:

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

An Employee shall be given a copy of any of the documents listed above, provided he/she signs the prescribed form authorizing their release.

#### **ARTICLE #14 - ARBITRATION**

- 14:01** Any Grievance not settled at Stage Three may, before twenty (20) calendar days have elapsed since the written decision of the Chief Administrative Officer or designate, proceed to Arbitration in accordance with The Ontario Labour Relations Act, as amended from time to time.
- 14:02** Each of the Parties hereto shall bear the expense of the Arbitrator appointed by it, and the Parties hereto shall jointly bear equally the expense of the Third Party, and any cost of the place of hearing of such Arbitration, if and when the necessity arises.
- 14:03** An Arbitration Board/Sole Arbitrator shall not have the authority to make any decisions inconsistent with the Collective Agreement, nor to alter, modify, add to or amend any part of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement deemed just and equitable.

#### **ARTICLE #15 - NO STRIKES OR LOCKOUTS**

- 15:01** In view of the orderly procedure established herein for the disposition of Employees' Complaints and Grievances, the Employer agrees that it will not cause or direct any lockouts of its Employees for the duration of this Agreement. The Union agrees that it will not cause or direct any strike for the duration of this Agreement, and further agrees that the Employer may discharge any Employee who causes or takes part in any such action. The word "strike" and "lockout" as used in this clause shall be defined as in The Ontario Labour Relations Act, as amended from time to time.

#### **ARTICLE #16 - SENIORITY**

- 16:01** Seniority means the relative ranking of the Employees with the Employer as determined by their respective lengths of unbroken service for Full Time

Employees and for Part Time Employees by the number of hours worked exclusive of overtime from the last date of hire with the Employer. Seniority shall accrue to an Employee upon the successful completion of the probationary period and seniority and service shall be retroactive to the date of commencement of employment as a Probationary Employee. Seniority shall operate on a Bargaining Unit wide basis.

**16:02** A Seniority List of all Employees covered by this Agreement shall be posted in January and July each year. The List will show all Employees within the Bargaining Unit in order of seniority stating the Employee's number, name, job classification, and date of latest entry into the employ of the Employer for Full Time Employees and the ranking of the Part Time Employees pursuant to the hours worked as outlined in Article 16:01. Copies of this Seniority List will be posted on all Bulletin Boards and copies will be supplied to the Union.

**16:03** When an Employee moves from Full Time to Part Time status or Part Time to Full Time status, the Employee's accrued seniority will be converted and credited to the Employee on the Seniority List and a seniority date established within this Agreement under the following terms:

(a) For Part time to Full Time:

Seniority Date will be established by dividing the accrued Part Time seniority hours by seven point five (7.5) hereby establishing a number of working days. When the number of working days have been established then commencing from the date of full-time hire in reverse order, the Seniority Date is then determined. Two Hundred and Sixty-One (261) working days equates to Three Hundred and Sixty-Five (365) calendar days.

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

(b) For Full Time to Part Time:

Seniority Hours shall be converted by establishing the number of working days from the Full Time Service and multiplying the number of working days determined by seven point five (7.5) hours.

**16:04** Protests in regard to an Employee's established seniority standing must be submitted in writing to the Director of Human Resources within thirty (30) days from the date the Seniority List is posted on Bulletin Boards. When proof of error is presented by the Employee or his/her representative, such error will be corrected, and when so corrected, the agreed upon seniority date shall be final. Once the seniority standing of an Employee is confirmed by the first posting of the Seniority List, no further requests for changes in seniority standing shall be made. No

change in the seniority status of an Employee shall be made unless concurred with by the Union.

**16:05** The Parties recognize:

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

Therefore, the Parties agree that in promotions, demotions, transfers, lay-offs and recalls, the following factors shall be considered:

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

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

**16:06 Loss of Seniority and Termination of Employment**

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

**All Employees:**

- 1) Voluntary resignation.
- 2) Discharge for just cause.

**Permanent Full Time Employees:**

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

**Regularly Scheduled Part Time Employees who:**

- (a) Hold Regularly Scheduled Part Time Postings as defined in Article 19:13; or
- (b) Hold Limited Full Time Postings as defined in Article 19:12 or;
- (c) Have been assigned to relieve a Full Time Employee for up to thirty (30) days



as outlined in Article 19:11.

- 6) Seniority rights shall cease, and employment will be terminated if the Employee is Absent Without Leave for any period in excess of five (5) consecutive working days.

### **Casual Part Time Employees**

Seniority rights shall cease, and employment will be terminated if the following occurs:

- 7) The Casual Part Time Employee and his/her Union receives written notification that he/she is too frequently unavailable for work relative to other Casual Employees in his/her classification, and;
- 8) The Casual Part Time Employee is thereafter unavailable for work on three (3) occasions in the next six (6) months, when the Casual Part Time Employee is contacted by his/her Supervisor to appear for work, unless prior notice is requested of and granted by the Immediate Supervisor, for causes outlined in Article 18 or illness.

## **ARTICLE #17 - PROBATIONARY PERIOD**

- 17:01** An Employee designated as a Probationary Employee shall serve up to a maximum of four (4) months' probation for Full Time Employees and for a period of six hundred and sixty (660) hours of employ for Part Time Employees. If the Employee is continued to be employed beyond the probationary period, the Employee becomes either Permanent if Full Time or if Part Time, a Regularly Scheduled Part Time or Casual Part Time with seniority and service retroactive to the first day of appointment as a Probationary Employee. The employment of such Employee may be terminated at any time during the Probationary Period, without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article 4 of the agreement between the City of Greater Sudbury and the Canadian Union of Public Employees and its Local #148, as the basis for termination.

## **ARTICLE #18 - LEAVE OF ABSENCE**

- 18:01** Employees elected or appointed as salary representatives of a Union shall be granted Leave of Absence without pay and without loss of seniority while so engaged, provided written request is made by the Union. A Leave of Absence under this Section shall not exceed one (1) year unless an extension is granted by mutual agreement between both Parties which will not be unreasonably refused.
- 18:02** For Permanent Full-time and Regularly Scheduled Part-time Employees, any

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

**18:03** Subject to the approval of the Employer, representatives of the Employees shall be granted necessary Leave of Absence with pay during working hours for the purpose of meeting with the Supervisory Personnel for the purpose of investigation, consideration and adjustment of Grievances, or any other business pertaining to this Collective Agreement.

**18:04** The Union hereby acknowledges and agrees that when the Employer grants representatives of the Employees Leaves of Absence during working hours for the purpose of negotiating a new Collective Agreement, or amendments to or renewal of the present Collective Agreement that such leaves are not Leaves of Absence within the meaning of Article **18:03** and thus do not require the Employer to pay such representatives for the working hours concerned.

**18:05** **Direct Pay**

- (a) The Employer agrees to keep salaries and benefits whole for those Permanent Full-time Employees, who request and are granted Unpaid Leaves of Absence for Local Union Business, provided that the Union promptly reimburses the Employer upon receipt of billing from the Employer, for all regular wages paid to these aforementioned Employees for the first fourteen (14) consecutive days of absence, and for all regular wages paid, the Employer's contributions to C.P.P. and O.M.E.R.S., and all benefit premium costs paid by the Employer for the said Leaves of Absence in excess of two (2) weeks.
- (b) For Regularly Scheduled Part-time Employees, the Employer agrees to keep salaries, premium in lieu of benefits, vacation pay and seniority whole for those Employees, who request and are granted Unpaid Leaves of Absence for Local Union Business, provided that the Union promptly reimburses the Employer upon receipt of billing from the Employer, for all regular wages, premium in lieu of benefits and vacation pay paid during the absence.
- (c) With the exception of Conventions, Permanent Full-time and Regularly Scheduled Part-time Employees who request and are granted Unpaid Leaves of Absence for Union Business other than City of Greater Sudbury C.U.P.E., Local #148 Agreement, the Union shall, upon receipt of billing from the Employer, remit all regular wages and Employer O.M.E.R.S. contributions paid to or on behalf of Permanent Full-time Employees, and regular wages, premium in lieu of benefits and vacation paid to Regularly Scheduled Part-time Employees to the Employer. Should the aforementioned Leave of Absence be

in excess of fourteen (14) consecutive days, provisions of Article 18:05(a) shall apply.

**18:06** Permanent Full Time Employees may apply for a Leave of Absence not to exceed six (6) months. Permission for such leave is to be obtained in writing and utilized for the purposes of upgrading or acquiring new skills in job-related matters. Permission for such leave shall not be unreasonably denied. During the leave, the Permanent Full-time Employee will receive no wages or benefits; however, entitlement for vacations shall be pro-rated. Further, seniority shall accumulate during the time that the Permanent Full-time Employee is on such an authorized Leave of Absence.

**18:07** The name of a Permanent Full-time Employee on a Personal Leave of Absence in excess of one (1) month, shall be continued on the Seniority List, but shall not accumulate seniority while on such Leave of Absence.

**18:08 Pregnancy Leave**

- (a) Every Employee who becomes pregnant, shall in writing, notify her Department Head of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy, certified by a qualified Medical Practitioner.
- (b) After the completion of thirteen (13) weeks of employment, and upon written request, Leave of Absence without pay and without loss of seniority shall be granted for Pregnancy and Parental Leave per The Employment Standards Act. The Employee shall provide the Employer with at least two (2) weeks written notice of the Employee's intent to return to work from Pregnancy and/or Parental Leave. The Employer may request an Employee to commence Pregnancy Leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or non-performance of her work is materially affected by the pregnancy, subject only to a qualified medical opinion
- (c) For Permanent Full-time Employees on Pregnancy Leave, the Employer will contribute the difference between the E.I.C. Weekly Maternity Benefit Rate and Seventy-Five (75%) Percent of the Employee's regular basic weekly earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of E.I.C. Maternity Benefits for Pregnancy Leave purposes and will be limited to a maximum fifteen (15) week period.
- (d) For Part-time Employees on Pregnancy Leave, the Employer will contribute the difference between the E.I.C. Weekly Maternity Benefit Rate and Seventy-Five (75%) Percent of the Employee's average weekly earnings for the six (6) months prior to commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of E.I.C. Maternity Benefits for Pregnancy Leave purposes and will be limited to a maximum fifteen (15) week

period.

- (e) In accordance with the Employment Insurance Act and Regulations, the combined weekly rate of the Employment Insurance (E.I.) Benefits and Supplemental Unemployment Benefits (S.U.B.) will not exceed Ninety-Five (95%) Percent of the Permanent Full-time Employee's regular basic weekly earnings. For Part-time Employees, the combined weekly rate of the Employment Insurance (E.I.) Benefits and Supplemental Unemployment Benefits (S.U.B.) will not exceed Ninety-Five (95%) Percent of the Employee's average weekly earnings for the six (6) months prior to commencement date of the Leave.
- (f) In accordance with the Employment Insurance Act and Regulations, Employees do not have a right to S.U.B. payments except for supplementation of E.I. Maternity Benefits during the unemployed period as specified in the Plan.
- (g) In accordance with the Employment Insurance Act and Regulations, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

**18:09 Adoption Leave**

An Employee planning to adopt a child will notify the Employer and keep the Employer informed of the progress of his/her application. After the completion of thirteen (13) weeks of employment the Employee will be granted Leave without pay per the Parental Leave provisions of the Employment Standards Act. On return from this Leave, the Employee shall be placed in his/her permanent classification and grade immediately prior to the said Leave.

**18:10 Parental Supplemental Unemployment Benefits (S.U.B.) Plan**

Employees on Parental Leave for Adoption purposes shall accrue seniority and annual vacations for the duration of the Leave. The Employer will contribute the difference between the E.I.C. Maternity Benefit Rate and Seventy-Five (75%) Percent of a Permanent Full-time Employee's regular basic weekly earnings, and a Part-Time Employee's average weekly earnings for the six (6) months prior to the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of E.I.C. Maternity Benefits for Parental Leave purposes and will be limited to a maximum ten (10) week period.

In accordance with The Employment Insurance Act and Regulations, the combined weekly rate of the Employment Insurance (E.I.) Benefits and Supplemental Unemployment Benefits (S.U.B.) will not exceed Ninety-Five (95%) Percent of a Permanent Full-time Employee's regular basic weekly earnings, or a Part-time Employee's average basic weekly earnings for the six (6) months prior to the

commencement of the Parental Leave.

In accordance with The Employment Insurance Act and Regulations, Employees do not have a right to S.U.B. payments except for supplementation of E.I. Maternity Benefits during the unemployed period as specified in the Plan.

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

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

**18:11 Paid Benefits on Pregnancy/Parental/Adoption Leave**

The Parties will abide by the Terms and Conditions of The Employment Standards Act. For Permanent Full-time Employees, the Employer will continue Benefits as outlined under Article 24 - Employee Benefits, for the duration of the Leave. For Part-time Employees, the Employer will continue the premium in lieu of benefits for the duration of the Leave, and shall be based upon the Employee's average weekly earnings for the six (6) months prior to the commencement date of the Leave.

**18:12 Bereavement Leave - Permanent Full time Employees**

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

(b) In the case of the demise of a son-in-law, daughter-in-law, brother-in-law or a sister-in-law, Permanent and Probationary Full-time Employees shall be permitted leave of absence for three (3) consecutive working days.

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

The third working day, if any, of any Bereavement Leave of Absence for the demise of a son-in-law, daughter-in-law, brother-in-law or a sister-in-law shall

be deducted from a Permanent Full-time Employee's accumulated Sick Leave Credits.

- (c) Bereavement Leave shall be taken immediately prior to, during, or immediately following the date of the funeral.
- (d) Permanent and Probationary Full-time Employees shall complete the Application for Bereavement Leave Form, Appendix "B" attached hereto, for consideration of payment for any Bereavement Leave by the Employer.
- (e) An Employee may elect to defer one (1) day of his/her Bereavement Leave to be used for attendance at the actual interment.
- (9) In the event that the death of a member of the Employee's family as defined in Articles 18:12(a) or (b) requires the Employee to travel more than Three Hundred and Twenty (320) kilometres to attend at the funeral, an additional two (2) days without pay shall be allowed if requested in writing by the Employee prior to departure.
- (g) Where a Permanent Full-time Employee qualified for Bereavement Leave during his/her period of Vacation, there shall be no deduction from Vacation Credits for such occurrence. The period of vacation so displaced shall be rescheduled as mutually agreed between the Employee and his/her Supervisor.

**18:13 Bereavement Leave - Part-time Employee**

- (a) An Employee who receives notice of a death within his/her immediate family and leaves work shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Notwithstanding Article 18:13(a) above, Regularly Scheduled Part-time Employees shall receive lost wages for the day of the funeral, and either of the day immediately preceding or following the day of the funeral, provided they were scheduled to work these days, in the case of the demise of an immediate family member as outlined in Article 18:13(c).
- (c) Immediate Family for the purposes of Articles 18:13(a) and 18:13(b) shall mean: father, step-father, mother, step-mother, wife, husband, bona-fide common law spouse, brother, sister, son, step-son, daughter, step-daughter, father-in-law, mother-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

**18:14 Jury and Witness Leave**

Employees subpoenaed to act as Jurors or Witnesses in Criminal or Civil Court or at a Coroner's Inquest shall be granted Leave of Absence without loss of seniority

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

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

This leave shall not be payable to an Employee who is a party to a civil proceeding.

## **ARTICLE #19 -JOB POSTING**

### **19:01 Job Postings**

All vacant, newly created and limited positions within the coverage of this Agreement shall be posted for a minimum of five (5) business days, during which time Permanent Full-time, Regularly Scheduled Part-time, Casual Part-Time and Probationary Employees will have an opportunity to apply for such position before Temporary or Non-Employees are considered.

The Parties agree that the initial vacancy and, if required, up to two (2) subsequent vacancies that result from the initial vacancy shall be posted, following which the fourth (4<sup>th</sup>) vacancy may be filled from the Part-time Employees per selection by the Employer, by classification, giving consideration to qualifications and seniority per the provisions in Article 16:05 of this Agreement.

### **19:02 Posting Contents**

The above notice of job vacancy shall include:

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

**19:03**    Posting Period

The posting period shall begin within five (5) business days of the date the vacancy occurs, or becomes known, and the notice will be posted after a selection period of seven (7) calendar days following the removal of the notice of posting for a seven (7) calendar day period, naming the successful applicant, if any.

**19:04**    Limited Positions

A Limited Position shall mean a position which is for a limited duration, not exceeding twelve (12) months or such longer period as may be mutually agreed upon between the Employer and the Union. A vacancy that occurs as a result of a Pregnancy or Parental Leave shall fall under this provision.

A Limited Position that occurs as a result of an occupational/non-occupational illness/injury may continue beyond twelve (12) months, if necessary, if mutually agreed to by the parties. Such posting shall indicate, at the time of posting, the possibility of the position exceeding twelve (12) months.

**19:05**    If the Employer is notified by an Employee that he/she will be absent for any reason in excess of thirty (30) calendar days but less than twelve (12) months, his/her Position shall be filled in accordance with the Limited Job Posting Procedure as contained in this Agreement.

**19:06**    Permanent Full-time Employees who are successful in a bid to a Limited Position shall not be considered for any other Limited Position in another Department, Classification or Shift until the Employee is within two (2) weeks of the originally estimated completion of the Limited Posting. Permanent Full-time Employees may request to return to their former classification and wage rate from a Limited Posting provided:

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

Upon approval of the request, the Employer shall return the Employee to his/her former classification and wage rate in five (5) days. All other Employees affected by the return of the above-noted Employee shall also be returned to their former classifications and wage rates. The return of the above-noted Employee shall not create a vacancy for Job Posting purposes, and shall be filled by selection by the Employer per Article 19:07. An Employee who does not request to return to his/her former classification or his/her request is denied, shall remain in the Limited Position up to its completion or to the maximum of twelve (12) months, whichever occurs first.



**19:07** Permanent Full-time Employees who are successful in a bid to a Limited Job Posting or return by his/her own request to his/her former classification per Article 19:06 shall not create a vacancy for Job Posting purposes. Such vacancy created may be filled from the Part Time Employees per selection by the Employer within the Department by classification giving consideration to qualifications and seniority per the provisions in Article 16:05 of this Agreement.

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

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

**19:08** A Limited Job Posting shall indicate the estimated probable duration that will be required.

**19:09** The Permanent Full-time Employees filling Limited positions, shall on termination of such position, revert to the classification and grade held immediately preceding such period.

**19:10** Changing Classifications - Part Time Unionized Positions

Casual Part Time Employees desirous of changing their classification within this Agreement, will submit in writing to the Director of the Facility their desire to change their classification. When the Employer deems that additional Casual Part Time Employees are required in the classification desired by the Employee, the transfer will be allowed, provided the provisions of Article 16:05 are met.

**19:11** Part Time Extension of Hours For up to Thirty (30) Days

Part-time Employees covered by this Agreement may have their weekly hours extended to those of "Full Time Employees" for up to one (1) month. All provisions of this Agreement that apply to Part-time Employees will apply during this period of relief. Employees working under the provisions of this section will be selected by the Employer, commencing with those Employees who have the most seniority within the classification required. At conclusion of service under this clause, Employees will revert to former classification and rate of pay.

**19:12** Part Time Employees Filling Permanent Full Time and Limited Full Time Postings

Part Time Employees desirous of obtaining Full Time employment will apply to Permanent or Limited Postings, as outlined above, and will be considered at the same time as Permanent Full Time, but before Probationary Full Time Employees, Probationary Part Time Employees, and Employees outside the scope of this Bargaining Unit. The provisions of Article 16:05 shall form the basis for selection. With respect to conditions of work, the following shall govern:

- i) The successful applicant to a permanent class Full Time job vacancy shall move under the terms and conditions applicable to Full Time Employees on his/her first day of Full Time employment, and be placed on a trial period of up to three (3) months. In the event the successful applicant proves unsuccessful in the opinion of the Employer during the probationary trial period or should the Employee find that he/she is unable to perform the duties of the new job, he/she shall be returned to his/her former classification and conditions of employment without **loss** of seniority.
- ii) Part Time Employees filling up to twelve (12) month Limited Job Postings, shall continue to be covered under all conditions of this Agreement applicable to Part-Time Employees for the duration of the Limited Posting. Said Employee shall not be considered for any other limited position in another Department, classification or shift until the Employee is within two (2) weeks of the originally estimated completion of the Limited Posting. On termination of their services in such position they shall revert to the classification, grade and position held immediately preceding such period.

**19:13** Posting of Regularly Scheduled Part Time Work

The parties have agreed to post some Part Time work that is currently scheduled on a regular basis. The Employer shall maintain full discretion to determine whether Part Time work shall be performed on a Casual or Posted basis. However, the issue will be discussed at Labour Management Committee meetings during the term of the Agreement. The mechanism to achieve the parties' intent is outlined below:

- (a) The vacancy shall be posted for five (5) days in accordance with Article 19:02. The Employer shall not be required to declare the duration of the posting.
- (b) Successful applicants to these postings shall be referred to as "Regularly Scheduled" Part Time Employees, and shall generally be ineligible to share in any Casual Part Time work. Regularly Scheduled and Casual Part Time Employees shall be eligible for Full Time opportunities, as outlined in 19:11 and 19:12. Regularly Scheduled Part Time Employees may be offered Casual Part Time hours when all Casual Part Time Employees in the classification have been called, and none are available for work.
- (c) Should a Regularly Scheduled Part Time Employee wish to return to Casual Part Time work, he/she may do so, and will be placed at the bottom of the call in list.
- (d) Regularly Scheduled Part Time vacancies will be filled pursuant to Article 16:05.
- (e) Notwithstanding Article 16 and 19 of this Agreement, on formal termination of

the posting, or if part or all of the hours for the position are not scheduled for more than one (1) calendar week, a Regularly Scheduled Part Time Employee may bump another Regularly Scheduled Part Time Employee in the same classification whose posting provides more hours, but who has less seniority, provided the Employee desirous of bumping has the equivalent of five (5) years of seniority (ie: 9750 hours). If the Employee does not have five (5) years of seniority, the Employee shall not be granted bumping rights, and shall join the Casual Part Time pool by the method outlined in c) above.

- (9) The Employer will preschedule Part-time Employees up to twenty-four (24) hours per week in accordance with Article 19, Job Postings. Casual Part-time Employees will not be required to work more than five (5) weekends (Saturday and Sunday) in every eight (8) week period, with a maximum of two (2) consecutive weekends. A third or any additional consecutive weekend shall be scheduled by mutual agreement.

**19:15** Rates of Pay

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

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

**19:16** Job Descriptions

The Employer will continue its practice of providing to the Union Job Descriptions for all classifications within the Bargaining Unit prior to implementation and when modified.

**19:17** Trial Period

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

- 19:18** In the event an Employee is promoted or transferred to a higher rated classification outside the Scope and proves unsatisfactory or the Employee finds him/herself unable to perform the duties of the new position during a three (3) month trial period, he/she shall return to his/her former permanent classification without the loss of seniority. His/her rate of pay shall then be adjusted to the current rate of pay for the classification into which he/she has now been placed.
- 19:19** The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy within seven (7) calendar days of the vacancy.

#### **ARTICLE #20 - RELIEVING IN OTHER GRADES**

- 20:01** (a) When an Employee is detailed to relieve in a position of higher rating, he/she shall receive the rate for the position for which he/she is relieving for the full period of relief. The provisions of this Article shall not apply in the case of an Employee relieving in a position outside the Scope of this Agreement.
- 20:01** (b) When an Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit, he/she shall receive no less than Ten (10%) Percent above his/her regular rate of pay for the full period of relief. Such Employee shall continue to pay Union Dues to the Union during the full period of relief.
- 20:02** When an Employee is detailed to relieve in a position of lower rating, he/she shall maintain his/her regular rate of pay while so assigned.
- 20:03** Notwithstanding any other Article, when an Employee is required to call in alternate staff, the Employee shall receive a maximum of Ten (10%) Percent of one (1) hour's pay at his/her regular rate for the performance of said duty.

#### **ARTICLE #21 - BULLETIN BOARDS**

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

#### **ARTICLE #22 - HEALTH AND SAFETY PROVISIONS**

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

- 22:02** Safety provisions, safety training and accident prevention shall be under the general direction of the Co-ordinator of Health, Safety, and WSIB Claims of the City of Greater Sudbury.
- 22:03** A Health and Safety Committee shall be established in order to improve safety standards, and be composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union, and chaired alternately between Union and Employer representatives.
- 22:04** The Health and Safety Committee shall hold bi-monthly meetings, or more often, if any emergency situation warrants it, and will deal with all unsafe, hazardous or dangerous working conditions. Representatives of the Union shall not lose pay for attendance at any such meetings during their regular working hours. Copies of minutes of all Committee Meetings shall be sent to the Employer and to the Union.
- 22:05** No Employee shall be disciplined for acting in compliance with the applicable Acts and Safety Manual, or for seeking enforcement of the provisions of the Acts and Safety Manual.
- 22:06** All Employees shall report unsafe acts or unsafe conditions to their Immediate Supervisor as per the duties of Workers under The Occupational Health and Safety Act. The Supervisor will investigate and take corrective action as required. The Co-ordinator of Health, Safety, and WSIB Claims will report to the Health and Safety Committee at its next Meeting on the nature and disposition of the Report.
- 22:07** Employees working in any dangerous job will be provided with the necessary tools. The safety equipment and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

#### **ARTICLE #23 - SICK LEAVE**

- 23:01** All Permanent Full-time Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-Law 99-99A of the former Regional Municipality of Sudbury, and amendments thereto by The City of Greater Sudbury.
- 23:02** It is agreed and understood that the Sick Leave By-Law of the Employer will not be amended during the life of this Agreement as to adversely affect the Employees covered by this Agreement.
- 23:03** Employees may be allowed to use accumulated Sick Leave Credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. Upon request, Employees will be required to provide proof of attendance for the preventative medical and dental care concerned.

**ARTICLE #24 - EMPLOYEE BENEFITS**

**24:01(1)** For Permanent Full-time Employees, the Employer agrees to contribute one hundred (100%) percent of the total Employee premium cost for the following plans:

(a) Ontario Health Tax;

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

Effective May 1, 2002  
TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS  
Eye Glass Subsidy;

Effective May 1, 2003  
TWO HUNDRED AND EIGHTY (\$280.00) DOLLARS  
Eye Glass Subsidy;

Effective May 1, 2004  
TWO HUNDRED AND NINETY (\$290.00) DOLLARS  
Eye Glass Subsidy;

Hearing Aid Subsidy to be  
FIVE HUNDRED (\$500.00) DOLLARS  
every five (5) years;

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

(c) Group Life Insurance Plan

(Two (2x) times basic annual earnings)

Permanent Full-time Employees may purchase Optional Employee/Spouse Life Insurance through the Group Insurance Plan at one hundred (100%) percent Employee cost. Optional Life is available in increments of Ten Thousand (\$10,000.00) Dollars to a maximum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars.

(d) Liberty Health (or equivalent) Dental Plan No. 9

with "space maintainers"  
Current O.D.A. Fee Schedule;

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

plans:

(a) Ontario Health Tax;

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

Effective May 1, 2002  
TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS  
Eye Glass Subsidy;

Effective May 1, 2003  
TWO HUNDRED AND EIGHTY (\$280.00) DOLLARS  
Eye Glass Subsidy;

Effective May 1, 2004  
TWO HUNDRED AND NINETY (\$290.00) DOLLARS  
Eye Glass Subsidy;

Hearing Aid Subsidy to be  
FIVE HUNDRED (\$500.00) DOLLARS  
every five (5) years;

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

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

with "space maintainers"  
Current O.D.A. Fee Schedule.

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

**24:01(3)(ii)** As a condition of employment, the Employer shall describe and make available the benefits, as described in Articles 24:01(1) and 24:01(2) to all Permanent and Probationary Full-time Employees. The Employees shall have the option of deciding whether or not to participate in the aforementioned benefit plans.

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

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

(i) Ontario Health Tax;

- (ii) Liberty Health (or equivalent) Comprehensive Extended Health Care (\$25/\$50 deductible)
  - (iii) Liberty Health (or equivalent) Vision Care  
ONE HUNDRED AND FIFTY (\$150.00) DOLLAR Subsidy over two (2) years
  - (iv) Group Life Insurance  
Valued at Ten Thousand (\$10,000.00) Dollars and reducing to Three Thousand (\$3,000.00) Dollars  
Employee paid at age sixty-five (65)
- (b) Further to the above, a Retired/Disabled Employee shall have the option of participating at his/her own cost in a Liberty Health (or equivalent) Dental Plan No. 9 at the current O.D.A. Fee Schedule.
- (c) The above Early Retirement Plan is to be applied in the following manner:
- (i) The Early Retirement Benefit Plan will only be paid until the Permanent Full-time Employee attains age sixty-five (65).
  - (ii) Eligibility for the Early Retirement Benefit Plan - Only Permanent Full-time Employees of the City who have attained fifteen (15) years of full-time continuous service with the City, inclusive of any continuous service with any other Local Municipality of Local Board will be eligible for the above-mentioned package provided:
    - 1) they have elected to apply for and receive an O.M.E.R.S. Early Retirement pension within ten (10) years of normal retirement

OR

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

OR

    - 3) they are no longer a Permanent Full-time Employee of the City because of a work related disability received while working at and for the City and for which they receive a Permanent WSIB Pension which is and was assessed against the City

OR

    - 4) they are no longer a Permanent Full-time Employee of the City because of a non-occupational disability.



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

**24:01(5)**      Spousal Coverage

For Employees who now qualify for Benefits under the provisions of Article 24:01(4), the Employer agrees to provide continuance of coverage to the spouse and dependents until the spouse attains the age of sixty-five (65) or upon remarriage, whichever comes first, but in no case shall extend beyond ten(1) years after the death of the Pensioner. (Dependents defined as per existing Plans).

**24:02(1)**      Permanent Full-time Employees on Leaves of Absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the benefit plans under Article 24:01(1) and (2), for those months covered by the Leave of Absence without Pay.

**24:02(2)**      Permanent Full-time Employees who are on an Approved Sick Leave of Absence without pay in excess of three (3) continuous months, shall have the premiums for those benefits under Article 24:01(1), paid by the Employer, commencing on the fourth (4<sup>th</sup>) consecutive month up to and including the twelfth (12<sup>th</sup>) consecutive month.

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

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

**24:04**            Part-time Employees Premium in Lieu of Benefits

Part-time Employees will receive twelve (12%) percent of their gross wages in lieu of all fringe benefits, effective December 10<sup>th</sup>, 1986

**ARTICLE 25 - CLASSIFICATION AND WAGE RATES**

**25:01**      All classifications will be in two (2) Grades as follows:

Grade II - Less than four (4) months continuous service with the Employer.

Grade I- Four (4) months and over of continuous service with the Employer, or the equivalent of training elsewhere.

**25:01(a)**

CLASSIFICATION	APRIL 30, 1999	May 1, 1999 2%	May 1, 2000 2%	May 1,	May 1,	May 1,	May 1,
HEALTH CARE AIDE Grade I Grade II	\$15.89 \$15.44	\$16.21 \$15.75	\$16.53 \$16.06	\$16.86 \$16.39	\$17.37 \$16.88	\$17.89 \$17.39	\$18.43 \$17.91
HOUSEKEEPING WORKER Grade I Grade II	\$15.49 \$15.16	\$15.80 \$15.46	\$16.12 \$15.77	\$16.44 \$16.09	\$16.93 \$16.57	\$17.44 \$17.07	\$17.96 \$17.58
LAUNDRY WORKER Grade I Grade II	\$15.49 \$15.16	\$15.80 \$15.46	\$16.12 \$15.77	\$16.44 \$16.09	\$16.93 \$16.57	\$17.44 \$17.07	\$17.96 \$17.58
MAINTENANCE PERSON Grade I Grade II	\$15.69 \$15.30	\$16.00 \$15.61	\$16.32 \$15.92	\$16.65 \$16.24	\$17.15 \$16.72	\$17.66 \$17.23	\$18.19 \$17.74
REGISTERED PRACTICAL NURSE Grade I Grade II	\$16.93 \$16.06	\$17.27 \$16.38	\$17.61 \$16.71	\$17.97 \$17.04	\$18.51 \$17.55	\$19.06 \$18.08	\$19.63 \$18.62
ACTIVITY WORKER Grade I Grade II	\$15.89 \$15.44	\$16.21 \$15.75	\$16.53 \$16.06	\$16.86 \$16.39	\$17.37 \$16.88	\$17.89 \$17.39	\$18.43 \$17.91
RESIDENT SERVICES AIDE Grade I Grade II	\$15.69 \$15.30	\$16.00 \$15.61	\$16.32 \$15.92	\$16.65 \$16.24	\$17.15 \$16.72	\$17.66 \$17.23	\$18.19 \$17.74
FOOD SERVICES WORKER Grade I Grade II	\$15.79 \$15.32	\$16.10 \$15.63	\$16.43 \$15.94	\$16.76 \$16.26	\$17.26 \$16.75	\$17.78 \$17.25	\$18.31 \$17.77

**25:02(b) Retroactivity**

The increases set out above will be retroactive to the dates set out and paid on all hours paid to Employees on the active payroll, and those Employees who terminated between April 30, 1999 and the date of ratification. This retroactivity shall be processed by November 1, 2002.

**ARTICLE #26 - HOURS OF WORK AND WORKING CONDITIONS - FULL-TIME EMPLOYEES**

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

The regular work week shall be an average of thirty-seven and one-half (37 ½) hours per week exclusive of the meal period, but not to exceed seventy-five (75) hours in a two (2) week period. Schedules of work and consecutive days off shall be on a rotation basis whenever possible.

- 26:01(2)** All shifts shall be worked in a period not to exceed eight **(8)** consecutive hours inclusive of the meal period.
- 26:01(3)** It is understood and agreed that the Facility is a twenty-four **(24)** hour per day, seven (7) day a week continuous operation and services must be maintained on a rotating basis.
- 26:01(4)** There shall be no split shifts.
- 26:01(5)** The working schedule of each Employee showing the shifts and days off shall be posted in an appropriate place at least two (2) weeks in advance. Unless mutually agreed, when an Employee's days off are re-scheduled within forty-eight **(48)** hours of the commencement of the originally scheduled days off, he/she shall be paid time and one-half (1 ½) for hours worked on the originally scheduled days off upon his/her completion of his/her scheduled work week.
- 26:01(6)** An Employee who has worked eight **(8)** hours at his/her applicable hourly rate in any twenty-four **(24)** hour period will be paid at the overtime rate for any additional time worked in such period except where the additional time worked is the result of his/her regular scheduled change of shifts.
- 26:01(7)** When an Employee is detailed to change his/her scheduled shift(s) without forty-eight **(48)** hours prior notice to the commencement of the re-scheduled shift(s), an Employee shall be paid overtime at the prevailing overtime rate for the re-scheduled shift(s).
- 26:01(8)** An Employee who is injured during working hours and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without a deduction from his/her accumulated Sick Leave Credits.

**ARTICLE 27 - HOURS OF WORK AND WORKING CONDITIONS- PART-TIME EMPLOYEES**

- 27:01** The Employer does not guarantee to provide employment, regular hours of employment or continued hours of employment.
- 27:02** Employees called upon for Part-time employment shall not work more than forty-eight **(48)** hours in a two **(2)** consecutive week period - Saturday to Friday inclusive. Hours of employ shall be as scheduled by the Employer.
- 27:03** Employees shall work partial and full shifts as directed. A full shift will be seven and one-half (7-1/2) hours exclusive of a one-half (½) hour lunch period.
- 27:04** Casual Part-time Employees are to be called in for work on a continuing rotation

basis, in order of date of hire, according to job classification in each Department.

- 27:05** A Casual Part-time employee who reports to work when called to report, and is sent home after reporting for work shall receive a minimum of four (4) hours pay at his/her regular rate of pay or the number of hours actually worked, whichever is the greater.

## **ARTICLE 28 - OVERTIME**

- 28:01** All hours worked in excess of seven and one-half (7-1/2) hours exclusive of a one-half (%) hour lunch period, shall be paid for at the rate of one and one-half (1 ½) times the Employee's hourly rate.
- 28:02** All hours worked on a Specified Paid Holiday or on an Employee's day off in lieu of a Specified Paid Holiday or on a Sunday for those Employees who work from Monday to Friday day shift, shall be paid for at the rate of one and one-half (1 ½) times the Employee's hourly rate plus a day's Specified Paid Holiday pay.
- 28:03** The provisions of Article 28:02 shall be applied to only those regular shifts where the majority of hours fall within a Specified Paid Holiday.
- 28:04** Overtime and call back time shall be divided equally among the Employees who are willing and qualified to perform the work that is available, as per Employee classification.
- 28:05** **Pay Days**
- (a) It is agreed and understood by the Parties hereto that pay days for the duration of this Agreement shall be every second Friday.
  - (b) That provided the pay slips are in the hands of the Employer on Thursdays prior to the Friday Pay Day, those Employees on Afternoon or Night Shifts, Thursdays prior to the Friday Pay Days, shall receive their pay slips at the close of their respective Afternoon or Night Shift.

**28:06** **Rest Periods**

Employees shall be entitled to two (2) fifteen (15) minute rest breaks per shift. Rest Periods will be taken in an area provided by the Employer.

**28:07** **Meal Allowance**

When a Full-time or Part-time Employee works more than four (4) hours of overtime continuous with their regularly scheduled seven and one-half (7-1/2) hour shift, they shall be paid up to a maximum of SIX DOLLARS AND TWENTY-FIVE

CENTS (\$6.25) for the purpose of purchasing a meal.

### **ARTICLE #29 - UNIFORMS**

- 29:01** Effective May 1st, 1993, the Uniform Allowance for Permanent Full-time Employees will be EIGHT DOLLARS AND FORTY-FIVE CENTS (**\$8.45**) bi-weekly.
- 29:01** The Employer will supply and require Employees to wear hairnets in those areas designated by the Employer.

### **ARTICLE #30 - ANNUAL VACATIONS**

- 30:01** (a) Every Permanent Full-time Employee who has completed one (1) year or more of continuous service with the Employer by December 31st, in any year of the term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Six (6%) Percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.
- 30:01** (b) Notwithstanding Section 30:01(a) hereof, any Permanent Full-time Employee who has completed four (4) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Eight (8%) Percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.
- 30:01** (c) Notwithstanding Sections 30:01(a) and (b) hereof, any Permanent Full-time Employee who has completed nine (9) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Ten (10%) Percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.
- 30:01** (d) Notwithstanding Sections 30:01(a), (b) and (c) hereof, any Permanent Full-time Employee who has completed nineteen (19) or more years of continuous service

with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Twelve (12%) Percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

**30:01** (e) Notwithstanding Sections 30:01(a), (b), (c) and (d) hereof, any Permanent Full-time Employee who has completed twenty-four (24) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during seven (7) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Fourteen (14%) Percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

**30:02** Permanent and Probationary Full-time Employees with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the term of this Agreement, shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Section 28:01(1), as it relates to a calendar year, and to receive pay for such absence at their basic rate in effect immediately prior to the commencement of their annual vacation.

**30:03** Permanent and Probationary Full-time Employees upon termination of employment will be entitled to be paid their annual vacation accrual as established under this Article.

**30:04** If a Specified Paid Holiday falls in a vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and his/her respective Department Head.

**30:05** Vacation Pay

Notwithstanding anything in the Collective Agreement to the contrary, the Employer shall in each year, pay each Permanent Full-time Employee any difference between the percentage vacation pay and the straighttime vacation pay to which he/she is entitled for that year under Article 30 of this Collective Agreement, on the first pay day in September.

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

**30:06** A request for Advance Vacation Pay must be in conformance with the Employer's policy and submitted on the Form as attached to and forming part of this Agreement as Appendix "A" .

**30:07** Vacation schedules shall be posted by February 1st and finalized by March 15th each year, provided no interruption beyond the control of the Employer is encountered, and shall not be changed unless mutually agreed to by the Employee and the Employer.

The Employer must reserve the final decision as to the scheduling of vacations.

**30:08 Pro-rating of Vacation**

**30:08** (a) Notwithstanding any other Article in this Collective Agreement, an Employee will cease to earn vacation credits or be eligible for holiday pay when:

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

**30:08** (b) The carry-over of vacation for those unable to take vacation due to extended illness/accident absence will be applied as follows:

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

**30:09** For the purposes of Annual Vacation Pay, Part-time Employees shall receive four percent (4%) of their gross earnings on the first pay day in December.

**ARTICLE #31 - SPECIFIED PAID HOLIDAYS**

**31:01** Specified Paid Holidays shall be the days on which the following are celebrated:

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

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

- 31:02** (a) All Full-time Employees shall receive Specified Paid Holiday Pay equivalent to their normal daily rate.
- (b) Part-time Employees will be entitled to Specified Paid Holidays. However, the eligibility for payment and amount of Specified Holiday Pay owed to the Part-time Employee shall be as prescribed in the Employment Standards Act.
- 31:03** (a) When work is required on a Specified Paid Holiday, Employees are under obligation to work just as on any other day.
- (b) A Permanent Full-time Employee who is scheduled to work on a Specified Holiday and works the day, shall receive a lieu day off with pay for the Holiday at the option of the Employee. Such lieu day must be taken, as mutually agreed between the Employee and his/her Supervisor, within the four (4) weeks following the Holiday and must be requested prior to the posting of the work schedules. This shall not apply to Canada Day, Civic Holiday, Christmas Day and Boxing Day.
- 31:04** Employees who work on a Specified Paid Holiday, shall be paid at the rate of time and one-half (1 ½) in addition to their Specified Paid Holiday Pay.
- 31:05** To qualify for payment of any Specified Paid Holiday as listed in Article 31:01, an Employee must have worked the scheduled working day previous to the Holiday, and the scheduled working day following the Holiday - unless off, due to illness, or with proper permission as granted by the Employer as per the terms of the Agreement, including vacations.
- 31:06** If a Specified Paid Holiday falls in a Permanent Full-time Employee's vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and his/her respective Department Head.
- 31:07** Should a Specified Paid Holiday as per Article 31:01 fall on the first working day following his/her vacation, such Full-time Employee will have the option, at the time of vacation approval to choose to:
- a) Work the day in question and be paid according to Article 31:04;
- OR**
- b) Not work the day and be paid as per Article 31:02(a)



## ARTICLE #32 - PENSION PLAN

**32:01** The Pension Plan established under The Canada Pension Plan Act and The Ontario Municipal Employees Retirement System Act shall be adopted by the Union and the Employer.

### **32:02 Retirement**

All Employees reaching Normal Retirement Age shall be obliged to retire from the services of the Employer. Retirement shall be on the last working day of the month in which the Employee attained his/her sixty-fifth (65th) birthday.

## ARTICLE #33 - CONTRACTING OUT

**33:01** The Parties hereto agree that for the Term of this Agreement, there shall be no restriction on Contracting **Out** by the Employer of their work or services of a kind now performed by Employees herein represented; provided however, that no Permanent Full-time Employee of the Employer shall as a result of such Contracting Out thereby lose employment, be demoted or suffer a **loss** of negotiated basic wages and benefits.

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

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

## ARTICLE #34 - GENERAL

**34:01** A copy of all correspondence between the Union and the Employer arising out of this Agreement or relating thereto shall be forwarded to the Recording Secretary of C.U.P.E., Local #148.

**34:02** The Parties agree to commit themselves to maintaining communication, and agree that representatives of the Employer and the Union will meet from time to time, preferably at least two (2) times per annum during the Term of this Collective Agreement, to discuss problems arising with the administration of the Collective Agreement, matters of policy, conditions of employment and other matters which may further assist in the improvement of Employer/Union relations.

### **34:03 Job Orientation - New Employees**

New Employees hired by the Employer into the Resident Care Section shall be

allowed a five (5) day orientation period. New Employees in any other Sections of the Home will be allowed a three (3) day orientation period. The new Employee will be considered as an additional staff member and will not be included in daily complement.

#### **ARTICLE #35 - TERMINATION**

- 35:01** This Agreement shall be in effect until the 30th day of April, 2005. Unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.
- 35:02** Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any Anniversary Date of such expiration.
- 35:03** If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if required to do so.

#### **ARTICLE #36 - DEFINITIONS**

- 36:01** A **PERMANENT FULL-TIME EMPLOYEE** is an Employee who has successfully completed up to a maximum probationary period of four (4) months as a Probationary Full-time Employee in the service of the Employer.
- 36:02** A **PROBATIONARY FULL-TIME EMPLOYEE** is an Employee hired for a period of up to four (4) consecutive months in the service of the Employer prior to being considered as a Permanent Full-time Employee.
- 36:03** A **REGULARLY SCHEDULED PART-TIME EMPLOYEE** is an employee who has successfully completed up to a maximum probationary period of six hundred and sixty (660) hours of employ, and is the successful applicant to a Regularly Scheduled Part-time posting, or who is filling a Limited Posting, as outlined in Article 19:12.
- 36:04** A **PROBATIONARY PART-TIME EMPLOYEE** is an Employee hired for a period of up to six hundred and sixty (660) hours in the service of the Employer. The employment of a Probationary Part-time Employee may be terminated at any time during the period of probation at the sole discretion of the Employer without recourse to the Grievance Procedure, unless the Employee claims discrimination as under Article 4:01.
- 36:05** A **CASUAL PART-TIME EMPLOYEE** is an Employee who has successfully completed up to a maximum probationary period of six hundred and sixty (660) hours of employ, and is called to work pursuant to Article 27.

**36:06** A **REGULARLY SCHEDULED PART-TIME POSTING** is a posting of Part-time work which is expected to be required to be performed on a regularly scheduled basis, week after week. Such work will be performed by the successful candidate to the posting, and said work shall not be available to Casual Part-time Employees except in cases of illness, injury, leave of absence, or emergency.

**ARTICLE #37 - AGREEMENT - SIGNING AUTHORITIES**

**37:01** **IN WITNESS WHEREOF** the Parties hereto have set their hands and corporate seals to this Agreement.

**DATED AT** The City of Greater Sudbury, Ontario, this        day of  
A.D. 2002.

**CITY OF GREATER SUDBURY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CUPE AND ITS LOCAL #148**

*Julie Lajambe*  
\_\_\_\_\_  
President

*D. Bratt*  
\_\_\_\_\_  
National Representative

*Ira Martini*  
\_\_\_\_\_  
Bargaining Committee Member

*M. Pizzoloto*  
\_\_\_\_\_  
Bargaining Committee Member

*Maxim Phee*  
\_\_\_\_\_  
Bargaining Committee Member

*Penny Bailey*  
\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_

**APPENDIX "A"**

**THE CITY OF GREATER SUDBURY**

**ADVANCE VACATION PAY REQUEST**

**HOURLY RATED EMPLOYEES**

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

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

This application must be in the hands of the Payroll Department not later than four (4) weeks prior to the Employee's holiday period.

I, \_\_\_\_\_

Employee No. \_\_\_\_\_

Department \_\_\_\_\_

do hereby apply for an Advance Vacation Pay.

My holiday period is from \_\_\_\_\_

to \_\_\_\_\_, and I require the Advance Pay

by payroll period ending \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

APPROVED BY GENERAL MANAGER \_\_\_\_\_

DATE RECEIVED BY PAYROLL DEPARTMENT \_\_\_\_\_

**APPENDIX "B"**  
**THE CITY OF GREATER SUDBURY**  
**APPLICATION FORM**  
**BEREAVEMENT LEAVE PAY**

I, \_\_\_\_\_ hereby make application for \_\_\_\_ days Bereavement  
Leave Pay due to the death \_\_\_\_\_ (**Name of Deceased**)

whose relationship to me was \_\_\_\_\_

and whose residence was \_\_\_\_\_

The above-noted member of my Immediate Family died on

\_\_\_\_\_, 19 \_\_\_\_.

DATE \_\_\_\_\_

EMPLOYEE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

REASON FOR NON APPROVAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_

General Manager, Division or Section Head

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

## **LETTER OF COMMITMENT**

As part of the Terms of Settlement for this new Collective Agreement - May 1st, 1999 to April 30th, 2005 between the Employer and the Union, the Parties hereto agree to commit themselves to the following:

### **1. ROTATING SHIFTS**

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

### **2. MEDICALS**

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

### **3. SAFETY FOOTWEAR**

Safety Footwear Allowance will be paid to Permanent Full-time Employees in the classifications designated by the Employer as eligible for the allowance. The current designated classifications are Maintenance Person and Shipper/Receiver. The Allowance shall be in the amount of NINETY-FIVE (\$95.00) DOLLARS and will be paid out as a "non-taxable" allowance in the first full pay period in May of each year.

The wearing of Safety Footwear must be in conformance with the City Safety Rules

### **4. LAYOFFS**

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

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

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

In the event of a planned layoff of Permanent Full-time Employees, the parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the Employees involved. Such discussion shall include the possible

implementation of an early retirement incentive program **and/or** other recognized voluntary leaving incentive program where feasible, as an alternative to layoffs. Nothing in this article commits the Employer to offering any program should the Employer not deem it appropriate to do so.

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

**5. REGISTERED PRACTICAL NURSE**

For purposes of this Agreement, a Registered Practical Nurse (R.P.N.) is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with The Regulated Health Professions Act and The Nursing Act.

An R.P.N. is required to maintain a current Certificate of Registration as described above. Annually, she/he shall present to the Director of Nursing or designate, evidence that this Certificate is in good standing, in accordance with College of Nurses guidelines.

Should the R.P.N.'s Certificate of Registration be suspended by the College of Nurses of Ontario for non-payment of the annual fee, the R.P.N. will be offered work as a Casual Part Time Employee in a classification in which he/she is qualified. If the Employee is qualified in more than one (1) classification, the choice of classification shall be made by the Employer, in accordance with operational need. If the R.P.N. subsequently presents evidence that her/his Certificate of Registration has been reinstated within ninety (90) days of her/his transfer, she/he shall be reinstated to her/his position effective upon presenting such evidence.

**6. EFFICIENCY AND QUALITY AT PIONEER MANOR**

In view of the need to operate the Facility cost effectively, yet achieve high quality of services to residents, the Union and Employees agree to work co-operatively with Management to achieve this goal, in an active participation model. The Management of the Facility in turn commits to communicate with Employees and the Union on efforts in this regard.

**7. CHRISTMAS/NEW YEAR'S SCHEDULING**

The Employer will endeavour, whenever possible, to schedule Permanent Full-time and Regularly Scheduled Part-time Employees for work on either Christmas or New Year's each year, on a rotating basis. To clarify, an Employee scheduled to work Christmas one year will be scheduled to work New Year's the following year. An Employee who bids out of their own position will assume the schedule of the Employee they are replacing.

**8. INTRODUCTION/AMENDMENT OF POLICIES**

The Employer will provide the Union with copies of all new Policies, and any Policies

that are modified, prior to implementing the Policy

9. **BANKED TIME**

The Parties agree to the following provisions, on a trial basis. The functioning of this language will be reviewed in 2005 bargaining. Either party may notify the other of its wish to discontinue this practice on sixty (60) days written notice, the change being automatically effected at the expiration of notice.

The parties agree that any Permanent Full-time or Regularly Scheduled Part-time Employee requested and authorized to work overtime in excess of a regular work day shall be granted time off as mutually agreeable between the Employee and his/her Immediate Non-union Supervisor involved. The Employee will be asked to identify, at the time the overtime hours are worked, whether he/she chooses to be paid for the overtime hours at time and one-half (1-1/2x) or to bank the hours. All banked time will be taken at straight time (1x). Agreement for such time off will not be unreasonably withheld provided it does not result in overtime costs to the Employer.

The accrual of Banked Overtime shall be at the prevailing rate at which it is earned to a maximum of thirty-seven and one-half (37-1/2) hours pay at the basic rate of the Employee. Any such accumulated time not taken by November 30<sup>th</sup> of each year shall be paid for by the Employer in the pay period before Christmas.

10. **CASUAL POOL SCHEDULING**

The Parties agree to the following provisions, on a trial basis. The functioning of this language will be reviewed in 2005 bargaining. Either party may notify the other of its wish to revert to the language of Article 27:04 on sixty (60) days written notice, the change being automatically effected at the expiration of notice.

Per Article 27:04:

- (a) Casual Part-time Employees are to be called in for work on a continuing rotation basis, in order of date of hire, according to job classification in each Department
- (b) When hired, a Casual Part-time Employee will identify to the Employer, in writing, if he/she is normally available for work anytime, or for a minimum of two (2) time periods, as outlined in (c) below. Casual Part-time Employee will be scheduled or called in, in rotation, for only those shifts falling in the selected time periods.
- (c) Casual Part-time Employees must commit to be available to work at least two of the following three time periods:
  - i) day shifts;
  - ii) afternoon shifts;
  - iii) night shifts.



- (d) Prior to incurring overtime, all Casual Employees will be offered a required shift, but those Employees previously indicating availability (b above) will not be penalized according to Article 16:06 should they refuse the shift.
- (e) A Casual Part-time Employee who wishes to change the time periods he/she has identified as those he/she is available for must provide the Employer with four (4) weeks' written notice.
- (f) It is expressly understood that the only acceptable reason for not charging hours offered shall be Bereavement Leave, approved Leave of Absence or attending a doctor's appointment, providing the Employee submits a physician's slip for such appointment to the Employer.

Article 16:06, Casual part-time Employees, shall continue to apply

#### 11. **MUTUAL SHIFT EXCHANGE**

The Parties agree to the following provisions, on a trial basis. The functioning of this language will be reviewed in 2005 bargaining. Either party may notify the other of its wish to discontinue the practice on sixty (60) days written notice, the change being automatically effected at the expiration of notice.

- a) Permanent Full-time Employees may choose to exchange shift lines with an employee in the same classification, by mutual agreement of both employees
- b) Such exchange will be requested, in writing, to the Program Co-Ordinator
- c) Mutual shift exchanges will be for a minimum of six (6) months. Employees will be required to remain in their exchanged shift for its entire duration.
- d) Both employees involved in the shift exchange will assume the vacation schedule of the person they are replacing.

#### 12. **JOB POSTING NOTICES**

The Parties agree to the following provisions, on a trial basis. The functioning of this language will be reviewed in 2005 bargaining. Either party may notify the other of its wish to discontinue this practice on sixty (60) days written notice, the change being automatically effected at the expiration of notice.

The Employer will include the area and line number (eg. C1) on posting notices under Article 19:02. Provided there are no difficulties administering this practice during the term of this agreement, the parties will discuss the inclusion of this provision in the body of the next collective bargaining agreement.

13. **TRANSFER OF BENEFITS TO NEW PLAN DESIGN**

The Parties agree that, notwithstanding the provisions of Article 24:03, the Employer will have the right to move all Employees who are entitled to Group Insurance Benefits as detailed in this Agreement to a new carrier(s) following completion of the tendering process to the Canadian Insurance Marketplace. The Employer commits to keep the Union apprised of the RFP process and outcomes as they become known, and the Union commits to provide the Employer with written information (based on its Local and National experience) of the various bidders' administrative/adjudication practices, effectiveness of rehabilitation/return to work programs, and other matters for the Employer's consideration. Further, in meetings with the Benefits Consultant and/or candidate presentations, it is agreed that one (1) Union representative will be invited to attend as a full participant. However, the final decision on the selection of carrier(s) shall rest solely with the Employer. All time for these meetings will be considered paid leave.

The expected date for transfer to the new carrier(s) is January, 2003. In the interim period between the date of ratification and the date of transfer, Employees will be maintained on their current Group Insurance Plans. Where benefits have been improved through the transfer/this Agreement for an employee, he/she will have the option of holding the claim until January 1<sup>st</sup> and submitting it to the new carrier, or submitting it now to the existing carrier, at the existing level of reimbursement.

It is understood that the changes to the Retired/Disabled Benefit Plan will be applied retroactively to the date of ratification.

DATED AT Sudbury, Ontario this 21<sup>st</sup> day of *October*, 2002. -

FOR THE EMPLOYER

*Ka Matthias*  
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*P. Pederson*  
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*Kayung*  
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FOR THE UNION

*Julie Lyambe*  
\_\_\_\_\_  
*M. Pizzolo*  
\_\_\_\_\_  
*D. Bratt*  
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*Ira Martin*  
\_\_\_\_\_  
*Mary McPhee*  
\_\_\_\_\_  
*Perry Bailey*  
\_\_\_\_\_

**BY-LAW 99-99A**

**BEING A BY-LAW OF THE REGIONAL MUNICIPALITY OF  
SUDBURY CONCERNING SICK LEAVE CREDIT  
GRATUITIES FOR THE EMPLOYEES OF THE REGIONAL  
MUNICIPALITY OF SUDBURY**

**WHEREAS** the Council of The Regional Municipality of Sudbury deem  
it desirable to continue the plan of sick leave credit gratuities for the employees of  
The Regional Municipality of Sudbury established by By-Law 73-30 as amended,  
and as continued by **By-laws 85-155** and **89-280**;

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

1. In this By-Law,
- (a) 'AREA MUNICIPALITY' means any one of the seven **area**  
municipalities of The Regional Municipality of Sudbury,
  - (b) 'BASIC RATE' means the rate of pay of the individual's permanent **job**  
**classification** at the time of Injury/sickness,
  - (c) 'COMMISSIONER' means the **Chief Administrative Officer**,  
Commissioner of Corporate **Services**, **Commissioner** of Health and  
**Social Services**, **Commissioner** of Planning and Development,  
**Commissioner** of Public Works, **General Manager** of the Sudbury  
Regional Development Corporation, **Chief of Police**, and their  
designates,
  - (d) 'COUNCIL' means the Council of The Regional Municipality of  
Sudbury,
  - (e) 'EMPLOYEE' means only persons in the employ of the Region, in the  
following groups:
    - (i) Members of the Canadian Union of Public Employees, Local  
# 148, Full-Time, C.L.C., and
    - (ii) Sworn Officers and Civilian members of the Sudbury Regional  
Police Association.

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- (f) 'EMPLOYEE HEALTH CARE - **personal** maintenance of' means the personal attendance by a legally qualified and licensed medical practitioner, medical specialist, dentist, chiropractor, optometrist or **physio-therapist** for **diagnostic** or treatment **services** to an employee whether through direct employee contact or subsequent referral,
- (g) 'MONTH' shall mean a calendar month.
- (h) 'NET PAY' means the value of the employee's **basic** rate of pay less **E.I., C.P.P.,** income Tax, and **O.M.E.R.S.** Deductions,
- (i) 'REGION' means The Regional Municipality of **Sudbury**,
- (j) 'REGULAR ATTENDANCE' means the attendance of an employee at his/her duties for any month, on **the days** and during **the** hours for which his/her attendance is required during that month, according to the **terms** of his/her employment,
- (k) 'SERVICE' means **all** attendances and **authorized leaves** of absence with pay, but shall not include leave of absence **without** pay in excess of two **consecutive** weeks,
- (l) 'SICK LEAVE ABSENCE' means absence from regular attendance by **sickness** or other physical **incapacity** for which such leave of absence may be **paid** from the **established** credits,
- (m) '**SICK LEAVE CERTIFICATE**' means a **certificate** verifying a claim for **sick leave** in the form attached hereto and forming part of this By-law as Schedule 'A', or in the **case** of Police Officers and Civilian Employees covered by the **Sudbury** Police Association Collective Agreements, in the form attached as Schedule "**B**",
- (n) '**SICK LEAVE CREDIT**' means a per diem allowance or portion thereof as provided by this By-law for **sick leave** absence, and
- (o) 'TREASURER' shall mean the Treasurer of The Regional Municipality of **Sudbury**.



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2. (a) A plan of sick leave credit gratuities is hereby continued for all employees as defined above and, subject to the control of Council, the conduct and management of the plan shall be vested in the Director of Human Resources.

(b) The Director of Human Resources shall perform all things necessary or incidental to carry on the sick leave credit gratuities plan. Each Commissioner, in conjunction with the Director of Human Resources, shall have the power to allow, amend or disallow any sick leave credit or sick leave absence for an employee in accordance with the terms of this By-Law, provided, however, that the disallowance by the Director of Human Resources of any sick leave credit or sick leave absence shall be subject to the appeal set out in Section 6 of this By-law.

(c) The Treasurer shall provide and keep a Register in which all sick leave credits and sick leave absences for all employees shall be recorded so that the register will show the net sick leave credit of an employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credits.

(d) Sick leave absences for those employees who normally are considered to work a five-day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one day's credit. Sick leave absences that are less than a full day shall be charged against sick leave credits on an hour for hour absence basis.

(e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four hours pay within a span of a work day.

(f) Sick leave absences for those employees who normally work a four-day week shall be charged against the credits provided therefor, on the basis of a day off being equal to 1.25 (one and one-quarter) days' credit.

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3. All employees who are covered by the C.U.P.E., Local 148 Full-time Collective Agreement or covered by the Sudbury Regional Police Association Collective Agreement or covered by the Collective Agreement for the Sudbury Regional Police Association Civilian Group, shall be entitled to a sick leave credit of one and one-half (1 ½) days for every month of regular attendance, and the sick leave credits of any employee shall be cumulative, provided that an employee will not be entitled to a sick leave credit if:

- (i) he/she has taken an unauthorized leave of absence during the month, or if
- (ii) he/she has taken an authorized leave of absence without pay for a period in excess of two calendar weeks.

4. (a) An employee who is absent from his/her duties for more than five working days from a compensable accident suffered during the course of his/her duties as an employee of the Region may apply to the Region to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth working day end for each additional work day for which the employee is absent due to the accident, there shall be charged against his/her sick leave credits that portion paid to the said employee by the Region, converted to days or a portion thereof.

(b) The Region shall only deduct from the employee's sick leave credits the change and excess portion of wages between the Worker's Safety Insurance and his/her net basic daily rate. Should the employee's sick leave credits become exhausted, then the Region shall not continue further payments.

(c) No employee shall receive sick leave pay for absence in excess of his/her accumulated sick leave credit.

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(d) Employees may be allowed up to a maximum of three days pay for compassionate family reasons which days of absence shall be deducted from their accumulated sick leave credits, subject to the provision that such compassionate leave is not provided by some other Regional provision.

(e) An employee shall not be entitled to benefits under Section 4(d) if he/she fails, upon request, to furnish his/her supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.

(f) Accumulated sick leave credits shall *not* be paid out for the time period an employee would qualify for Employment Insurance/Maternity/Parental Benefits.

(g) An employee may subsidize his/her Weekly Indemnity Insurance Coverage to that of his/her basic salary, from his/her accrued sick leave credits in keeping with Regional policy and practices and the terms and conditions of the Master Contract.

(h) An employee may subsidize his/her Long Term Disability (LTD) Insurance Coverage to Eighty-five Percent (85%) of his/her basic salary from his/her accrued sick leave credits in keeping with the Employer policy and practices and the terms and conditions of the Master Contract.

5. (a) An employee shall report his/her illness no later than the first hour on the first day on which such employee is absent from his/her work, to his/her supervisor.

(b) Notwithstanding Section 5(a) above, a police officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements shall report his/her illness at least one hour before his/her scheduled starting time to the police officer on duty in the Uniform Platoon Sergeant's office.

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(c) Upon an employer's return, he/she shall file with his/her supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule "A", or, in the case of Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, Schedule "B", for consideration; and, if the absence has been in excess of three consecutive work days, he/she may also be required by his/her supervisor to file a physician's certificate.

(d) Except for Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate if required by the supervisor, shall be filed when the claim of any employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the employee's normal day off.

(e) For Police Officers and Civilian Employees covered by the Sudbury Regional Police Association Collective Agreements, the sick leave certificate, supported by a physician's certificate if applicable, shall be filed when the claim of a Police Officer or Civilian Employee covered by the Sudbury Regional Police Association Collective Agreements is for a day immediately preceding or succeeding his/her vacation leave or his/her regularly scheduled day off.

(f) A Commissioner or designate, upon previous notice or interview, may demand a medical doctor's certificate for a one-day or two-day sick leave of absence.

6. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each Commissioner an annual statement of sick leave credits for each employee in the Department. Any employee shall have the right to appeal the contents of the said statement in relation to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the Region

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prior to the 15<sup>th</sup> day of March of the year in which the statement was received, provided that if no appeal is filed an aforesaid the contents of the said statement shall be considered final and binding.

(b) A Board of Review for hearing of such appeals is hereby constituted consisting of the President of the appealing employee's union (or a representative in the case of a nonunion employee), the Director of Human Resources, and a Chair of the Board, to be selected by the Union President (or the non-union representative) and the Director of Human Resources. If the Union President (or non-union representative) and the Director of Human Resources are unable to agree, then the selection of Chair shall be made by the Region Solicitor in his/her sole discretion. A majority decision of the Board of Review shall be final and binding upon the Region and the employee.

(c) Where an appeal is filed with the Treasurer he/she shall forthwith notify the Director of Human Resources and President of the appealing employee's union (or non-union representative). The Board shall set a date for the hearing of the appeal and the Chair shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven days prior to the date set by the Board for the hearing of the appeal.

(d) The decision of the Board of Review in respect to my appeal shall be reported to the Treasurer who shall record in the register the decision of the Board of Review.

7. (a) When an employee having five years of completed service with the Region or on transfer with uninterrupted service from an Area Municipality ceases to be employed by the Region, there shall be paid to him/her or to his/her personal representative or, failing a personal representative, to such other person as the Board of Review may determine:

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- (i) for those employees who are normally considered to be working a ~~five-day~~ week an amount equal to his/her current daily salary, wages or other remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.
- (ii) for those employees who normally work a ~~four-day~~ week an amount equal to ~~.50~~ **(4/5)** of his/her current daily salary, wages or remuneration for one-half the number of days to his/her credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

**8.** Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 7(a) upon termination of employment regardless of cause, provided, however, that the Region may withhold therefrom any amount for which such employee is legally liable to account to the Region in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the Region. Any dispute over amount so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the employee. This By-law shall not give the Region rights or remedies for collection of debts or taxes not conferred by law.


**9.** This By-Law does not apply to Registered Nurses employed at Pioneer Manor Long-Term Care Facility in The Regional Municipality of Sudbury, as the result of an arbitration award made pursuant to The Hospital Labour Disputes Arbitration Act by Brent Arbitrations Incorporated dated the 16<sup>th</sup> day of September, 1980.

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10. By-Law 89-280 is hereby repealed, with all credits and gratuities earned under that By-law continued.

READ AND PASSED IN OPEN COUNCIL this 24<sup>th</sup> day of March, 1999.

  
\_\_\_\_\_  
CHAIR

  
\_\_\_\_\_  
SECRETARY



**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF GREATER SUDBURY**  
**PIONEER MANOR LONG TERM CARE FACILITY**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL #148**

**IT IS AGREED AND UNDERSTOOD BY THE PARTIES:**

- (a) That all Permanent Full-time Employees shall revert to the work schedule allowing every second (2<sup>nd</sup>) weekend (Saturday-Sunday) off.
- (b) That this schedule will also apply to those Employees occupying Regularly Scheduled Part-time Postings.
- (c) That the part of Article 2:01, restricting Part-time Employees to forty-eight (48) hours of work or **less** in a two (2) week period is hereby waived, in cases of emergency only.
- (d) That the part of Article 26:01(1) of this Agreement, ie "Schedules of work and consecutive days off shall be on a rotation basis whenever possible" is hereby waived.
- (e) That this Letter of Understanding be effective for an indefinite time unless terminated by either Party upon eight (8) weeks written notice to either the President of C.U.P.E., Local #148 or the Director, Pioneer Manor Long Term Care Facility and Seniors' Services, or their designate. Furthermore, the Party choosing to terminate this Letter of Understanding shall only do so for valid operational reasons, and shall state those reasons in the notice of termination. Any dispute as to validity of those reasons may be grieved under the Collective Agreement.
- (f) At the request of either Party, a meeting may be called to discuss matters regarding the Letter of Understanding during the term of the Letter.

DATED AT Sudbury, Ontario this 21<sup>st</sup> day of October, 2002.

FOR THE EMPLOYER

Karen Matthews  
P. J. Brown  
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FOR THE UNION

Julie Lajambe  
M. Pizzoloto  
L. Beatt  
Shirley Martin  
Mary M. Phee  
Doreen R. ...