April 1st, 2023 – March 31st, 2027

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GREATER SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4705-03 INSIDE

(Office, Clerical, Technical, Leisure Programming, Transit Operations, Library, Heritage and Paramedical)

UNIT

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**CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL #4705-03 INSIDE
(Office, Clerical, Technical, Leisure Programming,
Transit Operations, Library, Heritage AND Paramedical)
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TABLE OF CONTENTS

ARTICLE 1:00 – PURPOSE **1**

ARTICLE 2:00 – SCOPE **2**

ARTICLE 3:00 – UNION RECOGNITION **2**

ARTICLE 4:00 – RESPONSIBILITY OF EMPLOYEES **3**

4:04 No Strikes or Lockouts 3

ARTICLE 5:00 – EMPLOYER RIGHTS **4**

ARTICLE 6:00 – GRIEVANCE PROCEDURE **4**

6:02(9) Stage One 5

6:02(10) Stage Two 5

6:02(11) Stage Three 6

6:03 General Grievances 6

6:03(3) Group Grievances 6

6:04 Employee Records 6

6:08 Public Complaints 7

6:09 Mediation 7

ARTICLE 7:00 – ARBITRATION **8**
7:00 Arbitration 8
7:06 Arbitrators 8
ARTICLE 8:00 – UNION SECURITY **9**
8:03 Discipline 9
8:04 Agenda and Minutes - City Council 9
ARTICLE 9:00 – SENIORITY **9**
9:03 Probationary Period 11
9:04 Notice of Lay-Off 11
9:08 Bumping Procedure 12
9:09 Notice of Recall 13
9:10 Application of Seniority for Temporary Employment 13
ARTICLE 10:00 – LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT **13**
ARTICLE 11:00 – JOB POSTING **14**
11:01(2) Posting Period 14
11:01(4) Placement 14
11:01(5) Limited Position 14
11:01(8) Posting Pregnancy Leaves 17
11:01(9) Written Notice 17
11:01(10) Employer Unable to Fill Vacancy 17
11:02 Exceptions 17
11:03(1) Trial Period 18
11:05 Training Development Opportunity Job Postings 19
11:06 Polling 19
11:07 Apprenticeship Programs 19
ARTICLE 12:00 – RELIEVING IN OTHER GRADES **19**
ARTICLE 13:00 – SPECIFIED PAID HOLIDAYS **20**
ARTICLE 14:00 – ANNUAL VACATIONS **22**
14:12 Pro-Rating – Specified Paid Holidays and Vacations 23
ARTICLE 15:00 – HOURS OF WORK **24**
15:01(4) Flexible Hours 24
15:01(5) Transit and Fleet Services Section 24

15:01(6) Complementing Municipal Services 25
15:01(8) Water/Wastewater By-Law Compliance Officers 25
15:01(9) Field Educator and Program Co-ordinator 25
15:01(10) Standby – Water/Wastewater Environmental Compliance Officer 26
15:01(11) Standby – Cemetary Services 26
15:02 Breaks 27
15:03 Overtime 27
15:03(6) Overtime and Hours of Work Agreement 28
15:03(9) Bank Time – Time Off in Lieu of Overtime Pay 28
15:04 Meal Allowance 29
15:05 Shift Differentials 30
15:06 Annual Review 30
15:08 Continuing Policies 31
15:08(1) Annual Increments 31
15:08(2) Transfer 31
15:08(3) Promotion 31
15:08(4) Demotion 31
15:09 Compressed Work Week Program 32
ARTICLE 16:00 – LEAVE OF ABSENCE 34
16:05 Jury and Witness Duty Leave 35
16:07 Quarantine Leave 36
16:08 Sick Leave 36
16:09 Bereavement Leave 36
ARTICLE 17:00 – PREGNANCY AND PARENTAL LEAVE 37
ARTICLE 18:00 – RETIREMENT AND PENSION PLANS 38
ARTICLE 19:00 – NO HARASSMENT OR DISCRIMINATION 38
ARTICLE 20:00 – GENERAL 39
20:03 Employee Motor Vehicle Usage 39
20:04 Labour-Management Committee 40
20:05 Joint Health and Safety Committee 40
20:06 Revised Reporting Locations 42
20:07 Bilingual Position(s) - Mandatory 42

20:08 Safety Footwear 43
20:09 Injury During Working Hours 43
20:10 No Lost Time for a Driving Infraction 43
20:11 Workplace Safety Insurance Board (W.S.I.B.) Form # 7 43
20:12 Modified Work Program 44
20:13 Printing of Collective Bargaining Agreement 44
ARTICLE 21:00 – BULLETIN BOARDS 44
ARTICLE 22:00 – VALIDITY OF AGREEMENT 44
ARTICLE 23:00 – PAY DAYS 44
ARTICLE 24:00 – CANADA LIFE (OR EQUIVALENT) INSURANCE COVERAGE - HOSPITAL MEDICAL AND DENTAL BENEFITS AND GROUP LIFE INSURANCE COVERAGE 44
24:06 Employee Early Retirement/Disabled Benefit Plan 50
24:06(1)(iii) Spousal Benefit Coverage Upon Demise of Eligible Employee or Retiree 51
24:07 Bridging Income / Advance Pending WI or LTD Applications 52
ARTICLE 25:00 – GENERAL WAGE INCREASE 53
25:02 Retroactivity of General Wage Increase 53
ARTICLE 26:00 – JOB EVALUATION 54
26:01 The Job Evaluation Plan 54
26:02 Jobs Covered by the Job Evaluation Plan 54
26:03 Identification of Jobs in Salary Schedule 54
26:04 The Job Evaluation Manual 54
26:05 Rights of the Parties 54
26:06 Salary Schedule 55
26:07 Retroactivity 55
26:08 Hiring Rates 55
26:09 Red Circling/Downgrading 56
26:10 Job Evaluation 56
ARTICLE 27:00 – DEFINITIONS 56
27:01 A PERMANENT EMPLOYEE 56
27:02 A PROBATIONARY FULL TIME EMPLOYEE 56
27:03(1) A REGULAR PART TIME EMPLOYEE 57
27:03(2) A CASUAL/SEASONAL PART TIME EMPLOYEE 57
27:04 A TEMPORARY EMPLOYEE 57

27:05(1) A STUDENT EMPLOYEE 57
27:06 REGULAR RATE 58
27:07 BASIC RATE 58
27:08 EMPLOYEE 58
ARTICLE 28:00 – CONTRACTING IN AND CONTRACTING OUT 58
28:01(2) Contracting In Process 59
28:02 Notice of Change 59
ARTICLE 29:00 – TERM OF AGREEMENT 60
ARTICLE 30:00 – COLLECTIVE BARGAINING AGREEMENT - EXTENSION OF TERM 60
ARTICLE 31:00 – SCHEDULES 60
ARTICLE 32:00 – AGREEMENT - SIGNING AUTHORITIES 62
SCHEDULE "A" 63
JOB GROUPS – CLASSIFICATIONS 63
SCHEDULE "A" – PAY PLAN – MARCH 31st, 2023 71
SCHEDULE "A" – PAY PLAN – APRIL 1st, 2023 72
SCHEDULE "A" – PAY PLAN – APRIL 1st, 2024 73
SCHEDULE "A" – PAY PLAN – APRIL 1st, 2025 74
SCHEDULE "A" – PAY PLAN – APRIL 1st, 2026 75
SCHEDULE "A-1" 77
INFORMATION TECHNOLOGY (IT) PAY PLAN – MARCH 31st, 2023 77
INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2023 78
INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2024 79
INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2025 80
INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2026 81
SCHEDULE "A-2" 83
STUDENT EMPLOYEES 83
SCHEDULE "B" 84
PROVISIONS SPECIFIC TO LONG TERM TEMPORARY EMPLOYEES – CHILDREN AND SOCIAL SERVICES DIVISION 84
SCHEDULE "C" 89
PROVISIONS SPECIFIC TO PART TIME EMPLOYEES 89
SCHEDULE "D" 94

PROVISIONS SPECIFIC TO EMPLOYEES OF THE DEVELOPMENT APPROVALS, CONSTRUCTION SERVICES, PROJECT ENGINEERING AND BUILDING SERVICES SECTIONS 94

SCHEDULE "E" 99

PROVISIONS SPECIFIC TO EMPLOYEES OF THE LEISURE SERVICES DIVISION 99

E:11 Conversion of Seasonal Status for Inside Unit Swim Instructor/Lifeguards 102

SCHEDULE "F" 103

PROVISIONS SPECIFIC TO THE EMPLOYEES OF THE BUSINESS DEVELOPMENT SECTION AND TOURISM AND CULTURAL INDUSTRIES SECTION 103

SCHEDULE "G" 105

PROVISIONS SPECIFIC TO EMPLOYEES OF THE EMERGENCY SERVICES DEPARTMENT 105

SCHEDULE "G" 118

LETTER OF COMMITMENT 118

SCHEDULE "H" 121

PROVISIONS SPECIFIC TO TRANSIT OPERATORS 121

SCHEDULE "H" 148

LETTER OF COMMITMENT 148

SUB-SCHEDULE "H:1" 150

ROTATING SCHEDULE OF DAYS OFF PERMANENT AND PROBATIONARY OPERATORS .. 150

SCHEDULE "I" 151

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CITIZEN SERVICES DIVISION, GREATER SUDBURY PUBLIC LIBRARY DIVISION AND 311 CUSTOMER SERVICE SECTION OF THE COMMUNICATIONS AND COMMUNITY ENGAGEMENT DIVISION 151

SCHEDULE "I" 154

LETTER OF COMMITMENT 154

SCHEDULE "J" 155

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CORPORATE SECURITY AND BY-LAW SERVICES DIVISION 155

SCHEDULE "K" 164

THE CITY OF GREATER SUDBURY ADVANCE VACATION PAY REQUEST 164

SCHEDULE "L" 165

THE CITY OF GREATER SUDBURY APPLICATION FOR BEREAVEMENT LEAVE FORM 165

LETTERS OF COMMITMENT 166

LC:01 Employee Motor Vehicle Usage 166

LC:02 Training 166
LC:03 Medical Certificates 167
LC:04 Grand Parenting Payment in Lieu (PIL) 167
LC:05 Grand Parenting Group RRSP Participants and CSB's 167
LC:06 Transitional Semi-Private Provision 167
LC:07 Tracking Temporary Employees 168
LC:08 Municipal Elections 168
LC:09 Community Assistance 168
LC:10 NRA 60 168
LC:11 Wellness Cards 169
LC:12 Driver's Medical Examination 169
LC:13 Investigation Meetings 169
LC:14 Remote Work Policy 169
LC:15 Water/Wastewater Stakeholder Engagement Coordinator 169
BY-LAW 2003-144A 173
SCHEDULE 'A' TO BY-LAW 2003-144A 181
OF THE CITY OF GREATER SUDBURY 181
SICK LEAVE CERTIFICATE 181
INDEX 182

THIS COLLECTIVE BARGAINING AGREEMENT made and entered into this 1st day of April, 2023.

B E T W E E N:

THE CITY OF GREATER SUDBURY

Hereinafter called the **"Employer"**

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL # 4705, C.L.C. INSIDE
(OFFICE, CLERICAL, TECHNICAL, LEISURE PROGRAMMING, TRANSIT OPERATIONS, LIBRARY, HERITAGE AND PARAMEDICAL) UNIT

Hereinafter called the **"Union"**

OF THE SECOND PART

ARTICLE 1:00 – PURPOSE

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

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

1:03 Whenever the feminine or masculine pronoun is used in this agreement, it includes the non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

ARTICLE 2:00 – SCOPE

2:01 This Collective Bargaining Agreement shall apply to all Office, Clerical, Technical, Leisure Programming, Transit Operations, Library, Heritage and Paramedical Employees of the City of Greater Sudbury listed in Schedule “A”.

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

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

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

(a) When a Temporary Agency person is filling a temporary vacancy as per Article 11:02(4) they shall only be used for a duration not to exceed forty-five (45) working days. Otherwise, they shall only be used for a duration not to exceed forty-five (45) calendar days. This time frame will only be extended upon mutual agreement of the Parties. The Employer will ensure that Temporary Employment Agencies forward a monthly report to the Recording Secretary and the Unit Chair which contains the Name, Start Date, Department or Section, Classification, Hours Worked and where possible, End Date for all Temporary Agency persons working for the Employer.

(b) When a Temporary Agency person is working at the City of Greater Sudbury then the City or the Temporary Agency shall pay to the Union the appropriate dues based on the Step One wage rate of the applicable classification. The dues shall be remitted on a monthly basis having regard to the previous month’s use of Temporary Agency persons. The remittance shall indicate the department and the classification where the work was performed and the hours of the work.

(c) Where the Employer can reasonably anticipate that the need for an Agency person will exceed forty-five (45) calendar days the position shall be posted immediately.

ARTICLE 3:00 – UNION RECOGNITION

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

3:02 In July of each year, the Employer will forward to the Union a list of all Employees including first and last name, current classification, employment status, home mailing address, personal email address (last on file) and home phone number. The Union will receive an additional list of Employees upon written request.

3:03 The Employer will provide each new Employee with a copy of the Collective Bargaining Agreement, member in good standing form**,** a Job Evaluation Manual and a Union orientation document to be provided by the Union. Such information will be provided within three (3) weeks of each new Employee's start date.

The Employer shall provide the Union with a list of newly hired external Employees on a monthly basis. Upon request from the Unit Chair, the Employer agrees to provide an opportunity to meet with the newly hired external Employees for thirty (30) minutes at a mutually agreeable time.

ARTICLE 4:00 – RESPONSIBILITY OF EMPLOYEES

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

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

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

4:04 **No Strikes or Lockouts**

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

4:05 The Union agrees that it will not cause or take part in any stay-in or slow-down in any Department, or a strike or stoppage of any of the Employer's operations and/or services, or any picketing of the Employer's premises during the Term of this Agreement as provided in the *Ontario Labour Relations Act*, as amended. It is further agreed that the Employer may discipline or discharge any Employee who causes or takes part in any such action.

ARTICLE 5:00 – EMPLOYER RIGHTS

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

(1) Maintain order, discipline, and efficiency.

(2) Hire, lay-off, classify, direct, transfer, promote, and for just cause to suspend, discipline, demote or discharge Employees.

(3) Generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and number of persons to be employed.

5:02 The Employer also has the right to make and alter from time to time rules and regulations to be observed by Employees. When rules or regulations are instituted or altered, the Employer shall give prior notice to the Union and inform Employees by posting on Bulletin Boards or by e-mail notification where the Employee has a City of Greater Sudbury e-mail address. It is understood that rules and regulations shall not be contrary to this Agreement.

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

ARTICLE 6:00 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

6:02(6) Any Grievances by the Employer or the Union as provided under Article 6:03(1), shall be filed within sixty (60) working days of the date of the occurrence.

6:02(7) It is agreed and understood by both Parties hereto that there shall be no extension to the time limits as outlined in the Grievance Procedure unless by mutual consent.

6:02(8) An Employee may be discharged, suspended or disciplined for just cause. If the Employee believes he/she has been unjustifiably discharged, suspended or disciplined, the Employee may have his/her Grievance processed under the Grievance Procedure starting at Stage Two for suspension and discipline and Stage Three for discharge, if presented in writing within seven (7) working days after the date of discharge, suspension or discipline. If a Grievance should be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at the Employee's regular basic rate (less amounts earned during time lost) for the hours per week or any other arrangement which is just and equitable in the opinion of the conferring Parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

6:02(9) **<u>Stage One</u>**

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

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

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

6:02(10) **<u>Stage Two</u>**

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

6:02(11) **Stage Three**

Two (2) members of the Union Grievance Committee, a National Representative or his/her designate, may then take the matter up with the Director of Human Resources and Organizational Development and another Senior Management Team Member or their designates. The Grievor may attend this meeting at the discretion of the Union. Should the meeting take place at the Employee's regular depot/reporting location, their attendance shall be paid by the Employer. A meeting shall take place within eighteen (18) working days from receipt of notification from the Grievance Committee for a meeting between the respective Parties. Failing settlement of the Grievance within nine (9) working days of the said meeting, the matter may then be referred to Arbitration in accordance with the *Ontario Labour Relations Act*, as amended, provided that not more than sixty (60) working days have elapsed since the decision by the Director of Human Resources and Organizational Development and Senior Management Team Member or their designates has been submitted to the Union at this Stage.

6:02 (12) When alternates are designated at any stage of the Grievance process, they shall have the authority to resolve the Grievance in question.

6:03 **General Grievances**

6:03(1) It is understood there is no general Grievance until the Director of Human Resources and Organizational Development and the affected Senior Management Team Member concerned or their designates, has had an opportunity to adjust the complaint. Such complaint to be satisfactorily settled within five (5) working days following the date of receipt of the complaint or it may then be immediately implemented under Article 6:02(11) - Stage Three.

6:03(2) General Grievances are differences arising directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement. They may be submitted in writing by either Party and dealt with as a Grievance commencing at Stage Three of the Grievance Procedure, after Article 6:03(1) has been complied with.

6:03(3) **Group Grievances**

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

6:04 **Employee Records**

Any Notice of Disciplinary Action shall be disregarded after a period of eighteen (18) months provided that no further disciplinary action has been recorded. Should an Employee be absent due to illness, personal leave of absence, or work related injury more than fifteen (15) calendar days then the eighteen (18) month time period will be stopped until the Employee returns to work. When the Employee returns the time period will be adjusted and the Employee advised. Should an Employee have a reoccurrence of an illness or injury within thirty (30) calendar days of returning to work that Employee would not have the benefit of the

fifteen (15) calendar day waiting period. The Employer will advise the Employee in writing of the elimination of the Disciplinary Notice, with a copy to be sent to the Union.

Notwithstanding the above, any Step 1 or Step 2 Notice of Discipline shall be disregarded after a period of nine (9) months, provided no further disciplinary action has been recorded (excluding discipline issued to Transit Employees which will sunset in accordance with the Transit Discipline Policy).

6:05 In the event that the Employer deems it appropriate to discipline an Employee, the discipline must be provided within twenty (20) working days of the Employer becoming aware of the incident or ought to have reasonably been aware. The twenty (20) working day timeline may be extended by mutual agreement between the Parties. It is understood that the twenty (20) working days shall not apply when there is an investigation by a third party, a harassment investigation or the Employee is on an approved Leave of Absence.

6:06 The Employer agrees that the Union shall have the right at any time to have the assistance of Representatives of CUPE when dealing or negotiating with the Employer. Such Representative or Member of the Executive shall have access to the Employer's buildings and properties in order to investigate and assist in the settlement of a Grievance.

6:07 An Employee, upon written request to the Director of Human Resources and Organizational Development, may view the contents of his/her personnel file in the Human Resources and Organizational Development Department at a time mutually convenient. An Employee may also, upon written request to the Director of Human Resources and Organizational Development, authorize a Union Representative to view the Employee's personnel file in the Human Resources and Organizational Development Department at a time mutually convenient. Copies of any documents contained in the personnel file may be released to the Employee upon written request by the Employee to the Director of Human Resources and Organizational Development, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

6:08 <u>Public Complaints</u>

All complaints submitted by the public shall be reduced to writing by the Complainant. No Employee shall be accused of committing an act until proper and adequate investigation has taken place. Should the complaint prove to be valid, then the Employee shall be remitted with a copy of such complaint. If requested the Complainant shall be made known in confidence to the Chair of the applicable Bargaining Unit of CUPE and its Local 4705.

6:09 <u>Mediation</u>

The Parties agree that once either party has referred a Grievance to arbitration, a final meeting may be scheduled between the Parties with mutual agreement. The purpose of the meeting will be to determine if a mutually agreeable settlement of the issue can be achieved with the assistance of a Mediator agreed upon the Parties.

Attendees will include the Human Resources Business Partners, a Representative of the National Union and up to three (3) Employer and Union Executive/Grievance Committee members. The Grievors may attend at the discretion of the

Union. There will be no loss of straight time earnings for the three (3) Union Representatives and the Grievor attending the meeting.

ARTICLE 7:00 – ARBITRATION

7:00 Arbitration

7:01 When either Party requests that a Grievance be submitted to Arbitration, communication shall be sent to the other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within five (5) working days thereafter, the other Party shall answer by e-mail indicating the name and address of its Nominee to the Arbitration Board. The two (2) Nominees shall then meet to select an impartial Chairperson.

7:02 The above provisions shall apply unless either Party applies for a Sole Arbitrator under the *Ontario Labour Relations Act*, as amended.

7:03 If the recipient of the notice fails to appoint a Nominee to the Board, or if the Nominees fail to agree on a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

7:04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the Parties. An Arbitration Board/Sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to, or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by an arrangement which it deems just and equitable.

7:05 Each Party shall pay the fees and expenses of its Nominee to the Board of Arbitration and one-half (½) of the fees and expenses of the Chairperson.

7:06 Arbitrators

The Parties agree to meet by October 31st of each year of this Agreement to establish a list of Arbitrators acceptable to both Parties and to pre-book hearing dates. This list will be reviewed on an annual basis and amended accordingly.

7:07 Expedited Arbitration

When either Party requests that a termination grievance be expedited to arbitration, the Parties shall agree to an arbitrator and schedule two (2) consecutive days of hearing within three (3) months from the date of the final stage grievance meeting. It is understood that no grievance shall be expedited without the grievance being heard at a final stage grievance meeting in accordance with Article 6. A final stage grievance meeting shall take place within eighteen (18) days of the receipt of the grievance.

ARTICLE 8:00 – UNION SECURITY

8:01(1) It is agreed and understood by the Parties hereto that there shall be a compulsory check-off upon all Employees who come within the Unit to which this Agreement applies, and it shall continue during the period of this Contract.

8:01(2) The Employer agrees to deduct Union Dues from the earnings of each Employee in the amount certified by the Treasurer of the Union. Where Union dues are to be changed, as certified by the Treasurer of the Union, the Employer shall implement such change to be effective the second payroll period immediately following written notification.

8:01(3) The Employer agrees to deduct the amount of dues from each payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union no later than seven (7) calendar days after which the dues are deducted.

8:01(4) The Treasurer of the Employer, when remitting the dues deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, also showing any additions or deletions in staff. This statement will also indicate the status of the Employees by showing whether an Employee is Permanent, Part Time, Probationary, Temporary or Student.

8:02 No contract, written or oral, shall be entered into between the Employer or any of its designated representatives, and Employees covered by this Agreement on matters relative to hours of work, wages and working conditions, promotions, or any other conditions affecting the welfare of the Employees in general.

8:03 Discipline

Whenever the Employer deems it necessary to censure or discipline an Employee for just cause, the Employee will be so advised in advance and if an Employee is to be disciplined at the Step 3, Step 4 or Step 5 level, the Employer will also notify the Secretary of the Union and the Unit Chair in advance. The Employee may request the presence of a Steward if he/she so wishes. A copy of a written confirmation of a censure or discipline is to be forwarded to the Secretary of the Union.

Should an Employee be placed on unpaid suspension pending investigation, the Employer will notify the Secretary of the Union and the Unit Chair.

8:04 Agenda and Minutes - City Council

The Chair and Recording Secretary will be notified via e-mail when the Agendas become available to view online.

ARTICLE 9:00 – SENIORITY

9:01(1) Seniority for Permanent Full Time Employees is defined as the length of continuous service in the employ of the Employer within the Bargaining Unit. Seniority for Part

Time Employees shall be by number of hours worked exclusive of overtime within the Bargaining Unit. Seniority shall operate on a Bargaining Unit wide basis.

Therefore, the Parties recognize:

(a) The right of the Employees to fair and just consideration for vacancies in light of their length of continuous service and their qualifications;

(b) The right of the public to be served by qualified persons.

Therefore, the Parties agree that:

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

(a) Length of continuous service (seniority);

(b) Efficiency, knowledge and ability of the Employee, and the qualifications as contained in the Job Descriptions.

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

9:01(2) Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Temporary Employees who are laid off under this Article.

9:02(1) A Seniority List of all Employees covered by this Agreement shall be posted no later than April 1st and October 1st of each year. The List will show all Permanent Full Time Employees within the Bargaining Unit in order of seniority stating the Employee's number, name, job classification, and date of latest entry into the employ of the Employer. The List will show each Part Time Employee's seniority as hours worked, exclusive of overtime, beneath the listing for Full Time Employees. Regular Part Time Employees shall be shown first, Casual second, and Seasonal third with each Employee's status (Regular, Casual or Seasonal), the Employee's number, name, job classification, and date of latest entry into the employ of the Employer also shown. The List will show each Temporary Employee's seniority as hours worked, exclusive of overtime, beneath the listing for Part Time Employees, the Employee number, name, job classification and date of the latest entry into the employ of the Employer as shown. Should a Part Time or Temporary Employee be the successful applicant to a Permanent Full Time posting, a seniority date crediting Part Time or Temporary seniority will be established on the Employee's transference to Full Time, based on one (1) year equalling one thousand, eight hundred and twenty (1,820) hours worked (two thousand and eighty hours (2,080) hours for Part Time Employees working under Schedule "G" and Schedule "H"). The reverse calculation will be done for Full Time Employees who bid/bump successfully to Regular Part Time Positions. Copies of this Seniority List will be posted on all Bulletin Boards and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a third Seniority List upon written request.

9:02(2) Should two (2) or more Employees have an identical seniority date, their seniority dates will remain unchanged, but their ranking on the list will be determined by the length of total temporary service with the Employer. Should two (2) or more Employees with the same seniority date also have equal lengths of total temporary service with the Employer, then their ranking shall be determined by a random draw of numbers, with the Employees involved being present.

9:02(3) A List of all Temporary Employees covered by this Agreement shall be posted in April and October of each year. This List will show the Employee's number, name, job classification, temporary status, and date of latest entry into the employ of the Employer. Copies of the List will be posted on all Bulletin Boards, and copies will be supplied to the Union. It is agreed and understood by the Parties that the Union will be supplied with a second List each calendar year upon written request.

9:02(4) Protests in regard to an Employee's seniority standing must be submitted in writing to the Director of Human Resources and Organizational Development within sixty (60) calendar days from the date that the Employee's name is first entered on the Seniority List. When proof of error is established by the Employee or the Employee's representative, such error will be corrected and the proper information inserted on the Seniority List. No change in the seniority status or other information required on the Seniority List of an Employee shall be made unless agreed upon by both Parties.

9:03 Probationary Period

In hiring it is agreed and understood that all newly hired Probationary Employees will be on a probationary period of up to a maximum of six (6) months duration. After completion of the probationary period, seniority shall then become effective from the commencement date of probation. A Part Time Employee will be considered probationary for the first five hundred (500) hours worked within the scope of a 4705 Bargaining Unit.

The probationary period may be extended by mutual agreement between the Parties.

9:04 Notice of Lay-Off

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

9:05(a) Should circumstances require a reduction of Employees, Temporary Employees, Probationary Employees and Casual/Seasonal Part Time Employees in the Bargaining Unit shall be released first. If a further reduction of Employees is required, Regular Part Time Employees shall be laid off first, and then commencing with those Permanent Full Time Employees with the least seniority. Regular Part Time Employees cannot use this provision to change their employment status from Part Time to Full Time.

9:05(b) A Regular Part Time Employee shall be deemed laid off under this Agreement when their reduction in scheduled hours over twelve (12) consecutive weeks is equal to or

greater than twenty-five (25%) percent. Other hours (i.e. call-ins) shall not be considered in determining if a layoff of Regular Part Time Employees has occurred.

9:06 When Permanent Full Time and Regular Part Time Employees are laid off under this Article and positions again become available with the Employer, the Permanent Full Time Employees shall be called back in accordance with Article 9:01(1) on a seniority basis, prior to recalling the Regular Part Time Employees. Regular Part Time Employees shall then also be called back in accordance with Article 9:01(1) on a seniority basis. Prior to implementing the Job Posting provisions Employees on layoff will be offered recall in their own classification. Employees on layoff will be considered for all other Job Postings and the Employer will provide Employees on lay off with electronic access to Job Postings on the Intranet.

9:07 Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Probationary, Casual/Seasonal Part Time or Temporary Employees who are released under this Article.

9:08 <u>Bumping Procedure</u>

9:08(1) An Employee in receipt of a lay-off notice or who is displaced from his/her position may exercise the right to bump an Employee with less seniority provided that the Employee exercising bumping rights meets the qualifications as contained in the Job Description for the position the Employee is selecting. The right to bump includes the right to bump up within a class (i.e. not Part Time to Full Time).

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

(a) A permanent reduction of Employees occurs within a classification and the affected Employee is served with a notice of layoff and;

(b) An Employee has been permanently displaced from a position (defined as a change in reporting depot). Bumping rights are not granted to an Employee:

(i) Who is temporarily relocated from his/her position to a different place of work/reporting depot;

(ii) Who is temporarily assigned under Article 12:01;

(iii) Employees are not considered displaced when the Employer changes hours of work pursuant to the terms of the Agreement.

9:08(2) At the Employee's request, a Representative of the Human Resources and Organizational Development Department will meet with the Employee to review and assist the Employee in the selection of a position.

9:08(3) It is agreed and understood that the Employee may request the presence of a Union Representative at the meeting with a Representative of the Human Resources and Organizational Development Department. If such a request is made the request will be granted.

9:09 **Notice of Recall**

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

9:10 **Application of Seniority for Temporary Employment**

9:10(1) The Probationary period will continue as outlined in the Collective Bargaining Agreement from the date of hire as a Probationary Employee. Benefits applications are to be as outlined in Article 24:01(2).

9:10(2) Vacation Pay received during the applicable temporary employment period shall be either:

(a) paid back to the Employer as:

(i) lump sum, or

(ii) a pre-arranged and approved series of no more than four (4) payments within a one hundred and twenty (120) calendar day period from the date of being hired as a Probationary Full Time Employee, or;

(b) kept by the Employee, in which case the Employee will only accrue vacation credits from his/her date of hire as a Probationary Full Time Employee.

9:10(3) Seniority for all Seasonal Part Time and Temporary Employees shall be maintained unless there is a break in service in excess of two (2) years.

ARTICLE 10:00 – LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

10:01 Seniority rights shall cease, and employment will be terminated, for any of the following reasons:

(1) Voluntary resignation.

(2) Discharge for just cause.

(3) Failing to report as required by Article 9:04 of this Agreement.

(4) Those Employees with up to and including five (5) years of employment are to receive twelve (12) months' recall rights; and those Employees with greater than five (5) years of employment are to receive twenty-four (24) months' recall rights.

(5) Absent without leave for any period in excess of five (5) consecutive working days.

ARTICLE 11:00 – JOB POSTING

11:01(1) All vacancies and newly created positions, which the Employer intends to fill, shall be posted for a minimum of seven (7) calendar days during which time Permanent Full Time Employees will have an opportunity to apply and be duly considered. If there is no applicant having the qualifications contained in the Job Description from amongst the Permanent Full Time Employees, then second consideration shall be given to applications from Regular Part Time Employees and Casual/Seasonal Part Time Employees. Third consideration shall be given to Temporary Employees, with at least seven (7) continuous months of employment with the Employer in the preceding eighteen (18) months, and fourth consideration to Probationary Employees. Fifth consideration shall be given to Students and sixth consideration shall be other Employees in the sister CUPE 4705 Bargaining Unit for Permanent vacancies only, regardless of status, before being offered to all other groups. It is agreed and understood that Part Time Employees, and Temporary Employees shall have the opportunity to submit an application for a Job Posting when initially posted. It is agreed that an Employee cannot hold a Full Time and Part Time Job Posting, or two (2) Part Time Job Postings, under this Agreement, at the same time.

11:01(2) **Posting Period**

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

11:01(3) The notice under Article 11:01(2) shall contain the information described in the Job Evaluation Job Description, such as nature of position, initial reporting location and qualifications.

11:01(4) **Placement**

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

Notwithstanding the above, by mutual agreement, Job Postings for Seasonal or multiple incumbent positions requiring substantive training (e.g. Bus Operators, Paramedics) shall include a specific start date. The placement of the successful candidate(s) for those postings will occur no later than the stated start date. Requests for an extension to the start date shall not be arbitrarily or unreasonably withheld by the Union.

11:01(5) **Limited Position**

11:01(5)(a) A Full Time or Regular Part Time Limited position shall mean a position which is for a limited duration not exceeding seven (7) months or such longer period as may be

mutually agreed upon between the Employer and the Union. Unless posted under the terms of Article 11:01(5)(b) or Article 11:01(5)(c), if an Employee occupies a Full Time Limited position and his/her employment is longer than seven (7) continuous months in that Limited position without mutual consent, then the Employee shall automatically rank as a Full Time Permanent Employee. Unless posted under the terms of Article 11:01(5)(b) or Article 11:01(5)(c), if an Employee occupies a Regular Part Time Limited position and his/her employment is longer than seven (7) continuous months in that Limited position without mutual consent, then the Employee shall automatically rank as a Regular Part Time Employee.

11:01(5)(b) It is understood that if the cause of the Limited posting is a Pregnancy or Parental Leave, that the above Limited posting shall not exceed the number of months of the current statutory entitlement under the *Employment Standards Act* or applicable legislation. The same would apply to any position(s) posted to backfill the successful candidate(s).

Notwithstanding the above, it is understood that the Limited posting may also be extended to cover both the time period of accommodation and/or sick leave as well as Pregnancy/Parental Leave.

The Employee will provide the Employer medical documentation specifying the date on which the Employee will no longer be able to perform the essential duties of her position due to pregnancy. The Employee will also provide written documentation stating the approximate date the Employee will begin her Pregnancy Leave. The Employee will have to comply with Article 17:02 for purposes of confirming the official date of her Pregnancy Leave.

11:01(5)(c) If the Limited position is caused by occupational/non-occupational illness/injury, the Employer may designate on the posting that it may extend beyond seven (7) months. If the vacancy is subsequently filled by a Permanent Full Time or Part Time Employee, the Employee may remain in the position, without reposting, until the earlier of the injured/ill Employee's return to work, or thirty (30) months. The same would apply to those position(s) posted to backfill the successful candidate(s). However, if the vacancy is filled by a Temporary Employee and the injured/ill Employee has not returned to work within seven (7) months, the vacancy must be reposted under the terms of Article 11:01(1).

11:01(5)(d) The Employer is not required to release the Temporary Employee in Article 11:01(5)(c) above (if unsuccessful in their second application) until the posting is awarded and the successful candidate begins work in the job. It is agreed the Union may waive successive postings, if appropriate.

11:01(5)(e) Notwithstanding any other article, a Temporary, Regular Part Time or Casual/Seasonal Part Time Employee who has accepted a Limited posting will not be considered for any other Limited posting unless the other Limited posting is posted within thirty (30) calendar days of the expiration of the current Limited posting they occupy or by mutual consent of the Parties hereto. This provision does not preclude an Employee being considered for Permanent vacancies.

11:01(5)(f) Where a Limited position is funded wholly/partially on an external third party (e.g. Fednor, HRDC, RBC) and the duration of the Limited position is expected to go beyond the limits contained in Article 11:01(5), the Employer may post the Limited position for up to two (2) years, which may be extended by mutual agreement between the Parties. Notwithstanding any

other Article, a Temporary Employee who has accepted a Limited posting will not be considered for any other Limited posting unless the other Limited posting is posted within thirty (30) calendar days of the expiration of the current Limited posting they occupy or by mutual consent of the Parties hereto, provided the Employer provides the Union with prior notice of the expected duration, scope and duties.

The Parties agree that Government Grant Programs (e.g. from HRDC, FedNor) have the potential to enhance the community and the quality of life of the Citizens of CGS. The Parties therefore agree that support/concurrence with applications for said grants will not be unreasonably withheld.

At the time Union concurrence is sought the Employer is to provide the Union with a written explanation of the amount of funding sought, number of jobs to be created, their term, wage(s), general duties, and expected outcomes of the project.

The Employer will be required to forward to the Sectional Chair of the Union at the end of each quarter of the calendar year, a listing of the current funded Limited positions covered by the Agreement which are not listed in Schedule "A". The listing will show the job title, the Incumbent's name, the Incumbent's employment class (e.g. Permanent, Temporary, etc.), the Section where the Incumbent works, the Incumbent's pay group and step number, and whether that rate of pay is interim, or confirmed by the Joint Rating Committee.

For Funded positions of one (1) year or more, the Employer agrees to contribute 100% of the total Employee premium costs for the following Plans:

(i) Comprehensive Extended Health Care in accordance with Article 24:01(1)(i)(b).

(ii) Paramedical Coverage in accordance with Article 24:01(1)(i)(c).

(iii) Dental Coverage in accordance with Article 24:01(1)(i)(d).

11:01(5)(g) If the Limited position is caused by a Special Project, the Employer may designate on the posting that it may be up to five (5) years. The same would apply to those position(s) posted to backfill the successful candidate(s). Notwithstanding any other Article, an Employee who has accepted such a Limited posting will not be considered for any other Limited posting unless the other Limited posting is posted within thirty (30) calendar days of the expiration of the current Limited posting they occupy or by mutual consent of the Parties hereto. The Employer commits to provide the Union with prior notice of the expected duration, scope and duties.

For Special Projects of one (1) year of more, the Employer agrees to contribute 100% of the total Employee premium costs for the following Plans:

(i) Comprehensive Extended Health Care in accordance with Article 24:01(1)(i)(b).

(ii) Paramedical Coverage in accordance with Article 24:01(1)(i)(c).

(iii) Dental Coverage in accordance with Article 24:01(1)(i)(d).

11:01(5)(h) If the Limited position is caused by an Employee's election or appointment as a salary representative of the Union, the Limited position will be for the same duration as the Employee's term with the Union. Should the Limited position end prior to the original end date, the Employee will revert to their Permanent position held within the Bargaining Unit. Should the Limited posting be filled by a Permanent Employee, the Employee shall revert to their Permanent position in accordance with Article 11:01(7).

11:01(6) A Limited Job Posting shall indicate the estimated probable duration that will be required.

11:01(7) The Permanent Employee filling a Limited Position shall, on termination of such Position, revert to the classification and grade held immediately preceding selection.

11:01(8) **Posting Pregnancy Leaves**

Only the initial vacancy resulting from an application for Maternity Leave will be filled according to Article 11.

11:01(9) **Written Notice**

The Employer shall give notice to the Union when a position is posted through myJOBS and will advise of a decision to postpone or not ~~to~~ fill a vacancy within seven (7) calendar days of the vacancy. Should the Employer decide to postpone or not fill a vacancy, the Employer will advise the Unit Chair of the reason(s), in writing.

11:01(10) **Employer Unable to Fill Vacancy**

If the Employer is unable to fill a vacancy or a newly created position by the Job Posting Procedure hereunder or by hiring from the outside labour market within three (3) months from the date of the first posting of the vacancy or newly created position concerned, then the Employer shall immediately re-post in accordance with the provisions of Article 11 or give written notice to the Union of a decision to postpone or not to fill the position concerned at that time.

11:01(11) Both Parties Recognize:

(1) The principle of promotion within the service of the Employer;

(2) That job opportunities should increase in proportion to length of service, provided job applicants have equivalent qualifications within the established Job Documents.

11:02 **Exceptions**

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

11:02(1) A change to the Job Duties, Rating and/or Salary Group resulting from a Job Evaluation Plan Challenge, or a review of a rating by the Joint Rating Committee, or a change to a Job Title and/or Occupation Code only, shall not be considered to create a vacancy.

11:02(2) A change to the duties of an occupied job wherein the salary group remains unchanged, shall not be considered to create a vacancy.

11:02(3) The restructuring of a job in a manner which justifies application of the Downgrading Rule (Article 26:09) to the incumbent, shall not be considered to create a vacancy.

11:02(4) A temporary vacancy due to an accident, injury, illness, sickness, vacation, leave of absence or temporary transfer, for a period not to exceed forty-five (45) working days. It is understood that the forty-five (45) working days includes the Posting Period and Placement process.

The Employer shall send a notification electronically to the Secretary of the Union and the Unit Chair any time that an Employee is assigned to a temporary vacancy as described above. The notice shall include the name of the Employee assigned to the temporary vacancy, the start date of the assignment and the name of the Employee who is being replaced and their position.

11:02(5) Should a subsequent identical vacancy occur within four (4) weeks of an original posting's closing date, the Employer may return to that original pool of internal applicants to fill the subsequent vacancy(ies).

Notwithstanding the above, should an Employee be returned to their Permanent classification by the Employer within the first four (4) weeks of their Trial Period, in accordance with Article 11:03(1), the Employer shall re-post the vacancy.

11:03(1) **<u>Trial Period</u>**

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

11:03(2) Upon application by an Unsuccessful Applicant, the Hiring Manager shall state in writing his/her reasons for the rejection of the application.

11:04 A Job Posting referring to jobs covered by the Job Evaluation Plan shall be based on the Job Description and Specifications. Nothing contained in the Job Posting shall contravene the information contained in the Job Documents. No important information (subject

to space limitations) shall be omitted. Initial Reporting Depot shall also be indicated in the Job Posting.

11:05 Training Development Opportunity Job Postings

11:05(1) It is agreed that the Employer may post Development Opportunity Job Postings, which allow the Employer to consider applicants that do not hold the full qualifications as outlined on the Job Posting (e.g. education, experience, licenses, certifications, etc.) after exhausting all qualified internal and external applicants. It is expressly understood and acknowledged that the Employer must consider all fully qualified applicants to any Job Posting (including Training Development Opportunity Job Postings) before considering an applicant that does not hold all qualifications.

Should an Employee be successful to a Training Development Opportunity Job Posting, they will receive one (1) pay group less in pay until such time that they fully meet the qualifications outlined on the Job Posting (which is based on the Job Description). Once the qualifications outlined on the Job Posting are fully met, the Employee's rate of pay will be adjusted. The Employer commits to identifying the outstanding qualification(s) that must be obtained when making any Development Opportunity Job Posting offer to an Employee and the Employee may decline at said offer stage.

11:06 Polling

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

11:07 Apprenticeship Programs

The Parties support apprenticeship as an effective form of training which addresses the needs of Employers, by helping build a skilled labour force, and workers, who learn necessary skills. In the event that the Parties agree there is a need to develop an Apprenticeship Program, the Parties agree to meet and develop a program which may include the following components:

- Pay and/or reimbursement for tuition, certification and/or affiliation
- Job Posting provisions
- Special arrangements with the relevant College and/or educational institution
- Other sources of funding for the apprentice(s) and/or program(s) including but not limited to the Provincial and Federal Government.

ARTICLE 12:00 – RELIEVING IN OTHER GRADES

12:01 An Employee temporarily assigned to a position in a higher Job Group to replace an Employee for an absence not to exceed sixty (60) calendar days, shall receive a rate of pay increase in the higher job group of not less than one (1) increment above the rate of pay being received immediately prior to the temporary relieving assignment, for the full relief period.

Upon completion of the aforesaid sixty (60) calendar day period, the temporary assignment, unless mutually extended by both Parties hereto, which extension shall not be arbitrarily or unreasonably withheld by either Party hereto, shall be posted in accordance with Article 11.

12:02 An Employee temporarily assigned to a lower job rated classification shall receive his/her regular rate of pay while so assigned.

12:03 When an Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit, he/she shall receive the step in the position they are relieving in that provides not less than ten (10%) percent above the highest rated classification supervised for the full relief period. If the position outside the Bargaining Unit does not have any subordinate(s), they shall receive the step in the position they are relieving in that provides not less than ten (10%) percent above their rate of pay to a maximum of Step 5. Such Employee shall continue payment of Union Dues to the Bargaining Agent and shall continue to accrue seniority up to a maximum of six (6) months, twelve (12) months for relief due to illness/injury or eighteen (18) months for relief due to pregnancy/parental leave. The period of relief shall be no longer than six (6) continuous calendar months, twelve (12) months for relief due to illness/injury or eighteen (18) months for relief due to pregnancy/parental leave. When required, Management may request an extension to the six (6), twelve (12) or eighteen (18) continuous months' time limit and consent shall not be arbitrarily or unreasonably withheld by the Union. The Employer will notify the Unit Chair in writing of all Employees who are working for the Employer in a position outside the Bargaining Unit as soon as possible and in no case later than five (5) working days after Employees assume a position outside the Bargaining Unit.

It is understood if the Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit that pays less than their bargaining unit rate of pay, the Employee shall maintain their bargaining unit rate of pay.

ARTICLE 13:00 – SPECIFIED PAID HOLIDAYS

13:01(1) All Permanent Full Time, Probationary Full Time and Temporary Full Time Employees except Students, shall be paid a normal day's pay (i.e. their regular rate times (x) seven (7) hours) for each of the following Holidays, except as otherwise provided under Article 13. Permanent Full Time Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

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

Employees covered by Article 15:01(2) (Construction Services), Article 15:01(6) (Complementing Municipal Services), and Schedule “H” (Operators) will receive eight (8) hours pay under this clause.

13:01(2) All Temporary Employees who are Students shall be paid their normal day's pay at their regular rate for each Holiday as defined as a Public Holiday under the *Employment Standards Act*, as amended. It is agreed and understood that such Temporary Employees are entitled to be paid for such Public Holidays, notwithstanding that they may not meet the prerequisites for payments set out in the *Employment Standards Act*, as amended.

13:02 All Permanent Full Time, Probationary Full Time and Temporary Employees except Students (Article 27:05(1)), within the Scope of this Agreement shall be paid a normal day's pay at their regular rate for any Holiday proclaimed by the Governor General or the Lieutenant Governor. Permanent Employees on sick leave of absence with pay shall receive the same consideration and remuneration.

13:03 In the event that a paid Holiday falls on a day as set out hereunder, the following schedule of a day off in lieu with pay shall be observed:

Holiday	Falling On	Day Off with Pay in Lieu
New Year’s Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
National Day for Truth and Reconciliation	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday or Monday	Tuesday following

This provision essentially changes the Specified Paid Holiday to the day identified above under ‘Day Off With Pay in Lieu’. The ‘Day Off With Pay in Lieu’ is the only day that attracts the Specified Paid Holiday premium.

13:04 For all work performed on Holidays, Employees shall be paid, in addition to their Holiday Pay, a minimum of four (4) hours pay for four (4) hours work or less at the rate of time and one-half (1½) of the Employee's regular rate.

13:05 An Employee to qualify to be paid for a Holiday or Proclaimed Holiday must work his/her regular shift before and after such Holiday unless the said Employee is on annual vacation, sick leave of absence with pay or excused from duty by his/her Executive Leadership Team Member or his/her designate.

ARTICLE 14:00 – ANNUAL VACATIONS

14:01 Every Permanent Full Time Employee who has completed one (1) year or more of continuous service with the Employer by December 31st, in any year of the Term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR six (6%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

14:02 Notwithstanding Article 14:01 hereof, any Permanent Full Time Employee who has completed four (4) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR eight (8%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

14:03 Notwithstanding Article 14:01 and Article 14:02 hereof, any Permanent Full Time Employee who has completed nine (9) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR ten (10%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

14:04 Notwithstanding Article 14:01, Article 14:02 and Article 14:03 hereof, any Permanent Full Time Employee who has completed nineteen (19) or more years of continuous service with the Employer by December 31st in any year during the Term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR twelve (12%) percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

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

14:06 Permanent Full Time and Probationary Full Time Employees with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the Term of this Agreement, shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Article 14:01, as it relates to a calendar year, and to receive pay for such absence at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation.

14:07 Permanent Full Time and Probationary Full Time Employees upon termination of employment will be entitled to be paid their annual vacation accrual as established under this Article.

14:08 Temporary Employees shall be entitled to vacation pay in accordance with the *Employment Standards Act,* as amended. Vacation Pay shall be paid bi-weekly on pay days.

14:09 If a Specified Holiday falls in a vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and the Employee's respective Executive Leadership Team Member, or his/her designate.

14:10 Request for Advance Vacation Pay must be in conformance with the Employer's Policy and submitted on the Form as attached to and forming part of this Agreement as Schedule "K".

14:11 Notwithstanding anything in the Collective Bargaining Agreement to the contrary, the Employer shall, in each year, pay each Employee any difference between the percentage vacation pay and the straight time vacation pay to which the Employee is entitled for that year under Article 14 of this Collective Bargaining Agreement on the first (1st) pay day in May, using the basic rate in effect on April 1st of that calendar year. There shall be no further vacation pay adjustments made for the remainder of the calendar year by virtue of the subsequent ratification of a Collective Bargaining Agreement, or an Employee's reclassification upwards or downwards in his/her rate of pay.

14:12 **<u>Pro-Rating – Specified Paid Holidays and Vacations</u>**

14:12(1) Notwithstanding any other Article in this Collective Bargaining Agreement, an Employee will cease to earn vacation credits or be eligible for holiday pay when:

(a) he/she is receiving LTD Benefits;

(b) he/she is receiving WSIB Benefits for greater than six (6) months;

(c) he/she is on an approved unpaid Leave of Absence in excess of two (2) weeks (14 calendar days) - (exception with regard to the seventeen (17) week Pregnancy Leave).

14:12(2) The carry-over of vacation for those unable to take vacation due to extended illness/accident absence will be applied as follows:

(a) Only those Employees who are pro-rated will be allowed to carry paid vacation entitlement into the next year;

(b) The amount to be carried forward shall be limited to the amount required to attain normal entitlement.

14:13 Once the Employer has determined the vacation allocations and staff requirements for each work area for the year, those disputes between Employees as to the scheduling of their vacations within the allocations available and in keeping with staffing requirements these will be resolved on the basis of seniority.

ARTICLE 15:00 – HOURS OF WORK

15:01(1) Subject to Article 15:01(4) the basic hours of employ for all Employees shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive, with a one (1) hour unpaid lunch allotted therein (thirty-five (35) hour work week).

15:01(2) The basic hours of employ for Employees working in the Construction Services Section shall be from 8:00 a.m. to 4:30 p.m., Monday to Friday inclusive, with a one-half (½) hour unpaid lunch allotted therein (forty (40) hour work week).

15:01(3) The daily schedule may be adjusted by the Executive Leadership Team Member concerned when an emergency arises.

Day Shift	shall not commence prior to 8:00 a.m. shall not cease prior to 5:00 p.m.
Afternoon Shift	shall not commence prior to 4.00 p.m. shall not cease prior to 12:00 midnight
Night Shift	shall not commence prior to 12:00 midnight shall not cease prior to 8:00 a.m.

15:01(4) **Flexible Hours**

The basic hours of employ for all Employees may be adjusted by mutual agreement between individual Employees and their respective Supervisor within the Day Shift Schedule of 7:00 a.m. to 6:00 p.m. There shall be included a minimum of a one-half (½) hour unpaid lunch period daily. Should agreement as to required work day hours not be reached between Employees and their respective Immediate Supervisor, then the provisions of Article 15:01(1) shall apply.

In addition to the above flexible day shift schedule, the Parties agree that when operationally feasible, Employees may request to make up a maximum of two (2) hours in advance, within the same pay period, in order to attend to medical appointments. It is understood that any arrangements under this article will not trigger any premiums or overtime.

15:01(5) **Transit and Fleet Services Section**

For those Employees employed in the classification of Information Clerk-Typist, Time keeping Clerk, Maintenance Clerk, Fleet Services Clerk, Transit Kiosk Clerk and Transit

Administration Clerk in the Transit and Fleet Services Section, the eight (8) hours of work may be scheduled between 7:30 a.m. and 5:00 p.m. Monday to Friday inclusive with one-half (½) hour free from work for a meal break (forty (40) hour work week).

15:01(6) <u>Complementing Municipal Services</u>

15:01(6)(a) For those Employees whose employment is required to complement other municipal services, the basic hours of employ shall be eight (8) consecutive hours, excluding either a one-half (½) hour or a one (1) hour lunch period, between the hours of 7:30 a.m. and 5:00 p.m. Monday to Friday [forty (40) hour work week].

15:01(6)(b) It is also agreed and understood by both Parties hereto that the Employer shall provide the Local Union with ten (10) days written notice of any change of hours.

15:01(7) Notwithstanding Article 15:01(1), the Employer may schedule afternoon shifts provided a minimum of two (2) weeks' notice is given to Employees in the classifications of Clerk Services Assistant and Vital Statistics Assistant on days on which a Council and/or Committee meeting is scheduled. No Employee will be scheduled to work more than four (4) afternoon shifts per month. Should an affected Employee not receive two (2) weeks' notice of a change to the shift schedule or change of their shift within the schedule, the Employee shall be paid time and one-half (1½ x) for those hours worked which infringe upon the two (2) week notice period.

It is understood that Employees will be paid shift differential in accordance with Article 15:05(1).

15:01(8) <u>Water/Wastewater By-Law Compliance Officers</u>

The Employer may schedule a week of afternoon shifts provided a minimum of one (1) week notice is given to the affected Employees. An Employee will not be scheduled to work afternoon shift more than eight (8) weeks per year and not more than two (2) weeks per month. Should an affected Employee not receive two (2) weeks notice of a change to the shift schedule or change of their shift within the schedule, the Employee shall be paid time and one-half (1 ½ x) for those hours worked which infringe upon the two (2) weeks' notice period.

It is understood that Employees will be paid shift differential in accordance with Article 15:05(1).

15:01(9) <u>Field Educator and Program Co-ordinator</u>

The Field Educator and Program Co-Ordinator, who will be required to provide educational awareness outside of the normal working hours of 8:30 a.m. to 4:30 p.m., Monday to Thursday, it is agreed that the Employee can be scheduled to work one (1) afternoon shift per week from 1:00 p.m. to 9:00 p.m. for the purposes of meeting with homeowners and attending community meetings or events. This may also include working a day shift on a Saturday or Sunday, no more than five (5) times per year with a minimum of two (2) weeks' notice.

It is understood that Employees will be paid shift differential in accordance with Article 15:05(1).

15:01(10) <u>Standby – Water/Wastewater Environmental Compliance Officer</u>

The Parties agree that Employees in the classifications of Water/Wastewater Environmental Compliance Officers and Water/Wastewater Environmental Compliance Inspector may be assigned Standby duty on a weekly rotating basis. Employees assigned to weekly Standby (Thursday at 8:00 a.m. to the succeeding Thursday at 8:00 a.m. inclusive) shall receive **TWO HUNDRED AND SEVENTY THREE DOLLARS AND THIRTY-SIX CENTS ($273.36)** per week. It is understood that individual Employees cannot be assigned Standby duty at a frequency greater than one (1) week in any five (5) week period unless mutually agreed upon by the Employee and Employer. Employees will be polled by seniority for selecting their preferred Standby week for each five (5) week block.

Any overtime worked will be paid in accordance with Article 13:04 and Article 15:03.

It is expressly understood by the Parties that notwithstanding Article 2:00 (Scope) or Article 12:00 (Relieving in Other Grades), the Non-Union staff within the Water/Wastewater Treatment and Compliance Division may participate in the Standby Schedule if the Standby Schedule cannot be fully populated by the Bargaining Unit classifications noted above.

Effective April 1st, 2023, the Standby rate will increase to **TWO HUNDRED AND EIGHTY-ONE DOLLARS AND FIFTY-SIX CENTS ($281.56)**.

Effective April 1st, 2024, the Standby rate will increase to **TWO HUNDRED AND NINETY DOLLARS AND ONE CENT ($290.01)**.

Effective April 1st, 2025, the Standby rate will increase to **TWO HUNDRED AND NINETY-EIGHT DOLLARS AND SEVENTY-ONE CENTS (298.71)**.

Effective April 1st, 2026, the Standby rate will increase **to THREE HUNDRED AND SEVEN DOLLARS AND SIXTY-SEVEN CENTS ($307.67)**.

15:01(11) <u>Standby – Cemetary Services</u>

Employees working in Cemetery Services may be assigned Standby duty when required during peak periods between the months of May and November. It is understood that an Employee may only be assigned standby up to a maximum of one (1) weekend per month (i.e. 4:30 p.m. Friday through to 8:30 a.m. Monday), unless mutually agreed upon between the Employee and the Supervisor. Such schedule shall be confirmed by April 15th of each calendar year.

When assigned to daily stand-by, Employees shall receive thirty-nine dollars and six cents ($39.06) per day.

Any overtime worked while on Standby will be paid pursuant to Article 13:04, Article 15:03(1), 15:03(2), 15:03(3), and Article 15:03(4).

Effective April 1st, 2023, the Standby rate will increase to **FORTY DOLLARS AND TWENTY-TWO CENTS ($40.22)**.

Effective April 1st, 2024, the Standby rate will increase to **FORTY-ONE DOLLARS AND FORTY-THREE CENTS ($41.43)**.

Effective April 1st, 2025, the Standby rate will increase to **FORTY-TWO DOLLARS AND SIXTY-SEVEN CENTS ($42.67)**.

Effective April 1st, 2026, the Standby rate will increase to **FORTY-THREE DOLLARS AND NINETY-FIVE CENTS ($43.95)**.

15:02 Breaks

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

15:03 Overtime

15:03(1) When an Employee is called upon to perform work which is continuous with the Employee's regular shift, he/she shall be paid time and one-half (1½) for overtime on the following conditions:

(1) When an Employee works the first hour or part thereof of overtime, he/she is guaranteed a minimum of one (1) hour's pay at time and one-half (1½).

(2) When an Employee is required to also work the second hour or part thereof of overtime, he/she is guaranteed a minimum of two (2) hours pay at time and one-half (1½).

(3) When an Employee is required to work beyond two (2) hours of overtime, he/she shall receive pay at the rate of time and one-half (1½) for the time actually worked.

15:03(2) All work performed outside the normal working hours or the shift scheduled working hours shall be paid at the rate of time and one-half (1½) of the Employee's normal rate of pay with a guaranteed minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate if the Employee is called upon to perform work not continuous with his/her regular shift.

15:03(3) All work performed on a Saturday, shall be paid for at the rate of time and one-half (1½) the regular rate of pay.

15:03(4) All work performed on a Sunday, shall be paid for at the rate of double (2 x) time, with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:03(5) Employees in the Clerks Services, Business Systems, Client Services, and Technical Infrastructure Services, Leisure Services and Children's Services Sections and the

Economic Development and Planning Services Divisions who routinely attend evening and weekend meetings and events may alter their daily schedule beyond the day shift schedule in Article 15:01(4). Any alteration to their daily schedule will be on the basis of mutual agreement between individual Employees and their respective Supervisors.

Notwithstanding the Sections identified above, other Sections may be added by mutual agreement of the Parties.

15:03(6) **Overtime and Hours of Work Agreement**

Notwithstanding Article 15:01 and Schedules "C", "E", "F", "G", "H", "I" and "J" inclusive and pursuant to the provisions of the *Employment Standards Act* 2000 as amended from time to time, the Parties agree that Employees can work overtime, when applicable, beyond the standard eight hour (8) day and forty-eight (48) hour work week as defined under the Act, subject to the Employee being willing to do so, and subject to the provisions of Article 4:01 of the Collective Bargaining Agreement.

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

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

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

15:03(7) Overtime will be divided as equitably as possible among the Employees in each Section, per Employee classification. Such overtime shall be offered to Permanent Employees before Probationary and Temporary Employees are considered.

15:03(8) Notwithstanding Article 15:03(7), initially overtime work which is continuous to an Employee's regular work day, shall be made available to those Full Time Employees who fall within the Scope of this Collective Bargaining Agreement, on the site in question, and then as per Article 15:03(7).

15:03(9) **Bank Time – Time Off in Lieu of Overtime Pay**

The Parties agree to Bank Time for the following Sections subject to the following conditions:

Employees in the Clerks Services, Business Systems, Client Services, and Technical Infrastructure Services, Leisure Services and Children's Services Sections, Compliance Section (Water and Wastewater Division), Emergency Services Administration Section, Communications and Community Engagement Division, Greater Sudbury Public Library Division and the Economic Development and Planning Services Divisions are required to indicate their intention to participate in the Program to their Immediate Supervisor not later

than the third (3rd) Monday in March of each year. Participation will not be considered beyond this date.

(1) The maximum accrual of Bank Time is to be one (1) calendar week based on the Employee's basic work week hours.

(2) Bank Time shall be taken when it is mutually agreeable for Employees and their Immediate Supervisor. Bank Time may be used to top up approved WI benefits.

(3) Failure to reach agreement for the utilization of Bank Time shall result in the Employee being paid for the unused Bank Time within two (2) Pay Periods from the date of disagreement.

(4) With reference to Item (3) above, pay in lieu of Bank Time not used shall be on a straight time basis as per the rate of pay at the time of accrual.
i.e. One (1) overtime hour worked = one point five (1.5) hours banked time or one (1) overtime hour worked = two (2) hours banked time for work performed on a Sunday as per Article 15:03(4).

(5) The Section Supervisor shall keep a record of the number of hours of overtime accrued and the applicable rates of pay for those hours.

(6) Employees who receive pay for any unused Bank Time shall be paid at the rate of pay in effect at the time of its accrual.

Notwithstanding the Sections identified above, other Sections may be added by mutual agreement of the Parties.

15:04 <u>Meal Allowance</u>

15:04(1) When an Employee is called upon to perform more than two (2) hours of overtime work continuous (before or after) with his/her regular scheduled shift, the Employee shall be paid **TWENTY DOLLARS ($20.00)** for the purpose of purchasing a meal. Should the Employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then the Employee shall be paid an additional **TWENTY DOLLARS ($20.00)** for the purpose of purchasing the second meal.

Notwithstanding the above, Employees enrolled in the remote work program and who are called upon to work overtime are not eligible for meal allowance on the days for which they work from home.

15:04(2) Employees called upon to perform overtime work not continuous with their regular scheduled shift shall receive a Meal Allowance of **TWENTY DOLLARS ($20.00)** after working five (5) consecutive hours of overtime work, when less than two (2) hour lead time to report for work is given, with an additional Meal Allowance of **TWENTY DOLLARS ($20.00)** following the completion of each additional five (5) continuous hours of overtime work.

15:04(3) That the Meal Allowance shall be paid to Employees once each Pay Period as a payroll entry and itemized on the pay stub.

15:05 **Shift Differentials**

15:05(1) Employees required to work on Shift Schedules, as detailed in Schedules "E", "G", "H" and "J " only, shall receive the following additional rate per hour to their basic rate of pay:

Afternoon Shift - **$1.38** per hour

Effective July 11th, 2023, the Shift Differentials will increase to **ONE DOLLAR AND FORTY-TWO CENTS ($1.42)**.

Effective April 1st, 2024, the Shift Differentials will increase to **ONE DOLLAR AND FORTY-SIX CENTS ($1.46)**.

Effective April 1st, 2025, the Shift Differentials will increase to **ONE DOLLAR AND FIFTY CENTS ($1.50)**.

Effective April 1st, 2026, the Shift Differentials will increase to **ONE DOLLAR AND FIFTY-FIVE CENTS ($1.55)**.

Night Shift - **$1.44** per hour

Effective July 11th, 2023, the Shift Differentials will increase to **ONE DOLLAR AND FORTY-EIGHT CENTS ($1.48)**.

Effective April 1st, 2024, the Shift Differentials will increase to **ONE DOLLAR AND FIFTY-TWO CENTS ($1.52)**.

Effective April 1st, 2025, the Shift Differentials will increase to **ONE DOLLAR AND FIFTY-SEVEN CENTS ($1.57)**.

Effective April 1st, 2026, the Shift Differentials will increase to **ONE DOLLAR AND SIXTY-TWO CENTS ($1.62)**.

15:05 (2) A Shift Differential will not apply where the overtime and the premium rates apply. Overtime and shift differentials shall not pyramid under any circumstances.

15:06 **Annual Review**

15:06(1) Employees shall have their year's work reviewed on their Anniversary date with their Immediate Supervisor, and if recommended, will progress into the next Annual Increment Year, and the Employee shall receive a copy of their Annual Review.

15:06(2) An Employee who does not receive an annual increment after the Annual Review of his/her work performance, shall be given reasons in writing by the Employee's respective Executive Leadership Team Member, if requested to do so in writing by the affected Employee.

15:07(1) Employees will be required to work a full year from the last date of review to be considered for an annual increment except those Employees whose Anniversary date has

been changed by the Employee becoming a successful applicant to a permanent Job Posting. An Employee who is the successful applicant to a permanent Job Posting in a higher pay group shall have their Anniversary date changed to the date of appointment in their new permanent Job Posting. Consideration of increments would then follow on an annual basis from the new review date.

15:07(2) Should an Employee decide he/she has been unfairly dealt with under the provisions of Article 15, the Employee may submit the matter as a Grievance.

15:07(3) Employees working in Limited positions, shall be entitled to Annual Reviews in those positions after working twelve (12) months in the Limited position. The twelve (12) months may be either consecutive or cumulative.

15:08 Continuing Policies

15:08(1) Annual Increments

Annual increases to incumbents who are doing satisfactory work or who have shown improvement during the period since the last increase will occur on recommendation of the Executive Leadership Team Member or their designate.

15:08(2) Transfer

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

15:08(3) Promotion

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

Should an incumbent be successful in a Job Posting to a classification they have previously held, they will be placed at the step at which they left the classification or at least the equivalent of one (1) annual increment in the former salary above the salary position he/she occupies in his/her classification, whichever is greater.

15:08(4) Demotion

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

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

15:09 Compressed Work Week Program

The Parties agree that the Compressed Work Week Program (CWW) is an arrangement whereby an Employee within a unit or team works the same number of hours within fewer days and earns a subsequent day off.

The Compressed Work Week Programs that the Parties have previously agreed to were established to include the following parameters:

(a) **Participation:** Full Time Employees and any Casual / Seasonal and Regular Part Time Employee on a Limited Job Posting are eligible to participate in Compressed Work Week (CWW) Programs. It is agreed that Temporary Employees will not be permitted to participate in CWW except for Schedule B Employees. Participation in CWW is subject to operational requirements and will be implemented on a unit or team basis. The definition of a unit or team is determined by the Employer. The Employer reserves the right to review or modify the CWW Program at any time. At all times, adequate staff coverage must be available to ensure operational requirements are met.

(b) **Termination:** Employees can terminate their participation in a CWW Program with one (1) week's written notice to the Employer. At its sole discretion, either Party may terminate a CWW Program upon thirty (30) days written notice to the other Party.

(c) **Applications:** Employees will indicate their interest in participating in CWW by submitting a completed form provided by the Employer. Application for participation in a CWW Program can only be made prior to the inception of each block of time for operation of the CWW Program. Blocks of time are mid – January to mid – June and mid – September to mid – December.

The Employer, based on each operational needs, may elect to allow the CWW program to run all year. For areas with year-round CWW programs, applications can be made at any time during the year.

(d) **Hours of Work:** A 14/15 day option will be the only schedule. Participating Employees must work an extra thirty (30) minutes daily for fourteen (14) days in order to earn a fifteenth day off with pay. The basic hours of employ for Employees participating in CWW shall be from 8:00 am to 4:30 pm Monday to Friday inclusive, with a one (1) hour unpaid lunch allotted therein. Such additional thirty (30) minutes per day will not be used in the calculation of hours for overtime purposes. Authorized periods of overtime in excess of the basic hours of employ specified herein will be compensated in accordance with Article 15:03 Overtime. A fifteenth day will be the Employee's Earned Day Off (EDO).

In an effort to provide flexibility to change their work schedule, the Parties agree that Employees participating in CWW, if operationally feasible, may request to make up a maximum of two (2) hours in advance, within the same pay period, in order to attend to medical appointments. It is understood that time made up will not trigger any premiums or overtime.

(e) **Earned Days Off:** The fifteenth (15th) day will be the Employee's Earned Day Off (EDO). EDO's cannot be banked for future use. EDO's are to be taken on either Monday or Friday subject to operational need. The Employer retains the right to reschedule an EDO based on operational need.

(f) **Paid Holidays:** If the EDO falls on a Paid Holiday, a Monday EDO will be taken on the Tuesday after the Paid Holiday and a Friday EDO will be taken on the Thursday before the Paid Holiday. If a Paid Holiday falls within the fourteen (14) days when an Employee participating in CWW would normally work an additional thirty (30) minutes, the Paid Holiday will not include pay for the additional thirty (30) minutes, rather, the Employee will work the additional thirty (30) minutes on an alternate day during the fourteen (14) day work cycle. The additional thirty (30) minutes may be worked during the lunch hour on one (1) of the days in the fourteen (14) day work cycle. This is the only CWW time that may be made up during the lunch hour.

(g) **W.I. and Vacation Absence:** If an Employee participating in CWW is absent on one of the fourteen (14) days when the Employee would normally work an additional thirty (30) minutes, and the Employee's absence is due to illness or vacation, seven and one-half (7 ½) hours will be deducted from the Employee's W.I. days or vacation days as appropriate.

(h) **Established CWW Programs:** The provisions described in this Letter of Commitment detailed from (a) through (g) inclusive apply to all CWW Programs unless otherwise noted below in the CWW Programs agreed to in the following Sections/Divisions:

(i) Arena Services Section where EDO's are taken on a Tuesday, Wednesday, or Thursday.
(ii) Children's Services Division where the EDO is to be taken on Friday only.
(iii) Compliance and Enforcement Section.
(iv) Corporate Communication and French Language Services Section where Employees must opt in at the time of application to either an 8:00 am to 4:30 pm working day or an 8:30 am to 5:00 pm working day for fourteen (14) days.
(v) Development Approvals Section where Employees must opt in at the time of application to either an 8:00 am to 4:30 pm working day or an 8:30 am to 5:00 pm working day for fourteen (14) days.
(vi) Environmental Planning Initiatives Section.
(vii) Finance Division where Employees must opt in at the time of application to either an 8:00 am to 4:30 pm working day or an 8:30 am to 5:00 pm working day for fourteen (14) days.
(viii) Information Technology Division where Employees must opt in at the time of application to either an 8:00 am to 4:30 pm working day or an 8:30 am to 5:00 pm working day for fourteen (14) days.
(ix) Legal Services Section where Employees must opt in at the time of application to either an 8:00 am to 4:30 pm working day or an 8:30 am to 5:00 pm working day for fourteen (14) days.
(x) Planning Administration Section.

(xi) Roads and Transportation Section.
(xii) Social Services Division.
(xiii) Traffic and Transportation Section.

(i) **CWW Programs**: CWW Programs may be extended to other units or teams where interest in participating is expressed by Employees working in a unit or team. Any additional CWW Programs established outside the parameters included in this Letter of Commitment must be agreed to by the Parties. Requests to implement a new CWW Program will not be unreasonably denied.

ARTICLE 16:00 – LEAVE OF ABSENCE

16:01(1) Employees elected or appointed as salary representatives of a Union shall be granted Leave of Absence without pay and without loss of seniority while so engaged, provided written request is made by the Union.

16:01(2) The Employer shall allow a Leave of Absence without pay, so that an Employee may be a candidate in a Federal, Provincial or Municipal Election, in accordance with the provisions of applicable legislation.

16:02(1) Subject to the approval of the Employer, which approval shall not be arbitrarily or unreasonably withheld, representatives of the Employees shall be granted necessary Leave of Absence with pay during working hours for the purpose of meeting with the Supervisory Personnel for the purpose of investigation, consideration and adjustment of Grievances, or any other business pertaining to this Collective Bargaining Agreement.

16:02(2) The Union hereby acknowledges and agrees that when the Employer grants representatives of the Employees Leaves of Absence during working hours for the purpose of negotiating a new Collective Bargaining Agreement or amendments to or renewal of the present Collective Bargaining Agreement, that such leaves are not Leaves of Absence within the meaning of Article 16:02(1) and thus do not require the Employer to pay such representatives for the working hours concerned.

16:02(3) The Employer agrees to keep salaries and all benefits whole for those Permanent Employees who request and are granted unpaid Leaves of Absence for Provincial or National Union Business, provided the Provincial or National Union promptly reimburses the Employer, upon receipt of billing from the Employer, for all regular wages and benefits paid to these aforementioned Employees. The Provincial or National Union shall provide the Employer with a written request for Union leave specifying the estimated duration of the Leave and contact information for an individual at the National or Provincial office who will be accountable for billings from the Employer. The Union will endeavour to make the initial request and any subsequent requests for leave extension thirty (30) days prior to the commencement of the Leave.

16:02(4) The Employer agrees to keep salaries and benefits whole for those Permanent Employees who request and are granted unpaid Leaves of Absence for Local Union Business, provided the Union promptly reimburses the Employer, upon receipt of billing from the Employer, for all regular wages paid to these aforementioned Employees for the first fourteen

(14) consecutive days of absence, and for all regular wages paid, Employer contributions to OMERS, C.P.P. and one-half (½) of the applicable vacation percentage, and all benefit premium costs paid by the Employer for said Leaves of Absence in excess of two (2) weeks.

16:02(5) With the exception of Conventions, Permanent Employees who request and are granted unpaid Leaves of Absence for Union Business, other than business for the City of Greater Sudbury - CUPE and its Local 4705 Outside Service and Maintenance or OCT Bargaining Unit Collective Bargaining Agreements, the Union shall upon receipt of billing from the Employer, remit all regular wages and Employer OMERS contributions paid to or on behalf of these Employees to the Employer. Should the aforementioned Leave of Absence be in excess of fourteen (14) consecutive days, provisions of Article 16:02(3) shall apply.

16:03 Six (6) duly appointed delegates shall be granted Leave of Absence without pay or loss of seniority to attend conventions of the Union upon thirty (30) days written notice to the Director of Human Resources and Organizational Development. The Union shall endeavour to allocate appointed delegates as evenly as possible among the various Departments.

16:04 Upon request, Employees, at the discretion of the Employer, shall be granted Leave of Absence without pay, up to a maximum of three (3) months. Such requests shall not be unreasonably or arbitrarily withheld by the Employer. Employees on such Leaves of Absence must report for duty on or before the expiration of such Leave of Absence or their services may be terminated for just cause. An extension to a Leave of Absence in excess of three (3) months may be granted by mutual consent between the Employer and the Union. Leave of Absence under this Clause shall not be granted for the purpose of engaging in work outside the services of the Employer unless written permission is granted by the Employer prior to the Employee commencing such Leave of Absence. Any Employee now serving or who hereafter serves in the Armed Forces, shall, during his/her absence while on Military Service, be granted a Leave of Absence.

16:05 <u>Jury and Witness Duty Leave</u>

16:05(1) Employees subpoenaed to act as jurors or witnesses in Criminal or Civil Court or at a Coroner's Inquest shall be granted Leave of Absence for such purpose. The Employee shall be entitled to the Jury or Witness Duty Fee or his/her full salary for the period required, whichever is greater. To qualify for full salary, the Employee must remit to the Employer the amount of his/her Jury or Witness Duty Fee. The Employee shall retain any travel expenses which have been paid to him/her. This leave shall not be payable to Employees acting as a party filing a claim in a civil proceeding.

16:05(2) In the event an Employee is subpoenaed to act as a Juror or Witness in Criminal or Civil Court or at a Coroner's Inquest and being on approved Annual Vacation, such time spent as a Juror or Witness shall be reinstated for the further use of the Employee at a time mutually agreed upon between the Employee and the Employee's Immediate Supervisor.

16:05(3) In the event an Employee is subpoenaed to act as Witness in Criminal or Civil Court or at a Coroner’s Inquest as a result of an action arising out of the Employee’s duties, and the day(s) fall on a regularly scheduled day off, the Employer will endeavour to adjust the work schedule so there is no loss of regular earnings or day(s) off. Employees will be required to advise the Employer immediately upon receipt of any notification of such appearance or as

soon as practicable. In the event the Employer is not able to adjust the work schedule the overtime provisions shall apply. If the Employee does not notify the Employer immediately the overtime provisions shall not apply.

16:06 Unless otherwise stated in this article, seniority accrues for all Permanent Full Time Employees, and seniority is maintained for all Part Time Employees during all approved Leaves of Absence detailed in Article 16:00. It is understood that Union leaves shall be considered as straight time hours worked for purposes of Part Time seniority accumulation.

16:07 Quarantine Leave

Time lost by an Employee as a result of being quarantined by the Medical Officer of Health because of a job-related exposure shall be treated as an approved Leave of Absence and shall be paid at their regular wage rate for the period of quarantine to a maximum of ten (10) regularly scheduled shifts. In the event an Employee's exposure or illness is recognized and approved by the WSIB, any monies paid by WSIB shall be assigned to the Employer.

16:08 Sick Leave

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

16:09 Bereavement Leave

In the case of the demise of a member of the Immediate Family, Employees shall be permitted a Leave of Absence with pay for three (3) consecutive working days. Immediate Family shall mean: parent, step-parent, spouse, bona fide common law spouse, fiancé(e), sibling, step-sibling, child, step-child, parent of the Employee's spouse, grandparents, grandparents of the employee's spouse, grandchildren, spouse of the Employee's child, spouse of the Employee's sibling or sibling of the Employee's spouse and their spouse. Bereavement Leave of Absence for the demise of members of the Immediate Family shall not be deducted from the Employee's accumulated Sick Leave Credits. In the case of the demise of the spouse, bona fide common law spouse, fiancé(e) or child, Employees shall be permitted an additional Leave of Absence with pay for two (2) working days, which shall not be deducted from the Employee's accumulated Sick Leave Credits.

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

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

An Employee may elect to defer any day of their Bereavement Leave to be used for the attendance at the actual interment.

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

Travel to Attend At a Service

In the event that a death of a member of the Employee's Family as defined in this Article requires the Employee to travel more than two hundred (200) kilometres (one way) to attend at the Service, an additional two (2) days with pay shall be allowed if requested in writing by the Employee, prior to departure

ARTICLE 17:00 – PREGNANCY AND PARENTAL LEAVE

17:01 Pregnancy and Parental Leave, and the subsequent return to employment, must conform to the provisions of the *Employment Standards Act,* R.S.O. 2000, or applicable legislation, and amendments thereto.

17:02 Every Employee who becomes pregnant shall, in writing, notify her Supervisor of her pregnancy, not less than four (4) months prior to the date of termination of her pregnancy as certified by a qualified Medical Practitioner.

17:03 For Permanent Full Time Employees on Pregnancy Leave or Parental Leave including Adoption, the Employer will provide one (1) week of salary continuation at seventy-five (75%) percent of base wages during the current one (1) week waiting period for Employment Insurance (E.I.) Benefits. The Employer will contribute the difference between the E.I. Weekly Benefit Rate and seventy-five (75%) percent of the Employee's regular earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of E.I. for Pregnancy Leave or Parental Leave including Adoption and will be limited to a maximum fifteen (15) week period.

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

17:04 Where the Employee elects to receive parental leave benefits greater than thirty-five (35) weeks in accordance with the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit ("top-up") payable by the Employer for pregnancy or parental leave will be no greater than what would have been payable had the Employee elected to receive thirty-five (35) weeks of the parental leave benefit pursuant to the *Employment Insurance Act.*

17:05 In accordance with the *Employment Insurance Act*, Employees do not have a right to S.U.B. payments except for supplementation of E.I. Benefits during the unemployment period as specified in the Plan.

17:06 In accordance with the *Employment Insurance Act*, payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

17:06 An Employee on Pregnancy Leave shall not receive Sick Leave Pay.

ARTICLE 18:00 – RETIREMENT AND PENSION PLANS

18:01 The pension plan established under the *Canada Pension Act*, as amended, and the *Ontario Municipal Employees Retirement System Act*, as amended, shall be adopted by the Employer and the Union.

ARTICLE 19:00 – NO HARASSMENT OR DISCRIMINATION

19:01 Where an Employee has the qualifications contained in the Job Descriptions and/or has proven his/her capability to handle the work, there shall be no discrimination between men and women in the matter of appointments or salaries in such positions.

19:02 There shall be no discrimination practised by either the Employer or the Union against any Employee based on any prohibited ground as defined under the *Ontario Human Rights Code*, as amended from time to time, or because of their political affiliation, place of residence, participation or non-participation, membership or non-membership in the Union. There will also be no coercion practised by the Employer or the Union.

19:03 No person shall be required as a condition of employment to become or remain a member of the Union or any other organization.

19:04 The Employer and the Union recognize the right of every Employee to work in an environment free from harassment and discrimination on the basis of the prohibited grounds in the *Ontario Human Rights Code* and for those Employees governed by Federal jurisdiction, the *Canadian Human Rights Act*. Further, the Employer is committed to providing a safe and healthy workplace: free from actual, attempted or threatened violence or harassment per the *Ontario Occupational Health and Safety Act* and for those Employees governed by Federal jurisdiction, the *Canada Occupational Health and Safety Regulations.*

Discrimination is unequal treatment based upon any of the Prohibited Grounds in the *Ontario Human Rights Code* R.S.O. 1990 as amended and for those Employees governed by Federal jurisdiction, the *Canadian Human Rights Act*.

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

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

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

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

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

ARTICLE 20:00 – GENERAL

20:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall remain in effect and shall be deemed to be part of this Agreement and shall be appended hereto.

20:02(1) A copy of all correspondence between the Parties arising out of this Agreement or incidental thereto, shall be forwarded to the Recording Secretary of CUPE and its Local 4705 at a mailing address to be designated by the Union.

20:02(2) An Employee may, from time to time, submit to the Director of Human Resources and Organizational Development, for inclusion in the Employee's personnel files, additional qualifications which have been acquired.

20:03 Employee Motor Vehicle Usage

20:03(1) It shall be the responsibility of each Executive Leadership Team Member to determine whether an Employee requires the use of a motor vehicle to carry out Employer business.

20:03(2) If a Executive Leadership Team Member determines that an Employee requires a motor vehicle to carry out Employer business then the Senior Management Team Member shall determine whether an Employee shall use an Employer-leased vehicle or the Employee's own motor vehicle and, subject to this Article the terms for the use of same. The Employee may decline to use his/her vehicle for Employer business.

20:03(3) Before an Employee may use his/her own motor vehicle on Employer business, such Employee must advise his/her insurance carrier and be carrying and have in force a

motor vehicle insurance policy having at least One Million ($1,000,000.00) Dollars Public Liability and Property Damage Insurance coverage.

20:03(4) When approved in advance by the Employer, the Employer will reimburse those Employees using their own motor vehicles on Employer business, the difference in insurance premiums between the "Business" and "Pleasure" rates for One Million ($1,000,000.00) Dollars Public Liability and Property Damage Insurance coverage where required by the carrier, upon presentation of their receipt of payment for such premium.

20:03(4)(a) When an Employee opts to use their own motor vehicle while travelling on approved out of town travel the provisions of Article 20:03(4) shall not apply for that out of town travel.

20:03(5) Where an Employee is using his/her own motor vehicle, the Employee shall be paid the motor vehicle mileage rate of **SIXTY-TWO ($0.62) CENTS** per kilometre. It is understood that this rate will be adjusted from time to time by CGS Council.

20:03(6) The Employer agrees that an Employee shall have the right to refuse to operate an Employer-leased or owned vehicle which is unsafe as determined by an Employer Technician I or II.

20:04 Labour-Management Committee

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

20:05 Joint Health and Safety Committee

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

The Union and Employer have established three (3) multi-site Joint Health and Safety Committees in accordance with the Terms of Reference for each Committee as agreed upon by the Parties and the Ministry of Labour.

Three (3) Joint Health and Safety Committees have been established in order to improve health and safety standards.

The Office, Clerical and Technical (OCT) Joint Health and Safety Committee shall consist of fifteen (15) members: Nine (9) Worker Representatives from CUPE and its Local 4705 Inside Unit or CUPE and its Local 4705 Outside Unit, one (1) Non-Union/Non Management Representative and five (5) Employer Representatives. Representatives shall be selected from the areas as identified in the Multi-Site Office, Clerical and Technical (OCT) Joint Occupational Health and Safety Committee Terms of Reference – Appendix A – OCT Joint Health and Safety Committee Structure and Representation.

The Operations Joint Health and Safety Committee shall consist of seventeen (17) members: Ten (10) Worker Representatives from either CUPE and its Local 4705 Inside Unit or CUPE and its Local 4705 Outside Unit and two (2) Non-Union/Non Management Representatives and five (5) Employer Representatives. Representatives shall be selected from the areas as identified in the Multi-Site Operations Joint Occupational Health and Safety Committee Terms of Reference – Appendix A – Operations Joint Health and Safety Committee Structure and Representation.

The Emergency Services Joint Health and Safety Committee shall consist of six (6) members: Four (4) Worker Representatives from CUPE and its Local 4705 Inside Unit or CUPE and its Local 4705 Outside Unit and two (2) Employer Representatives. Representatives shall be selected from the areas as identified in the Multi-Site Office, Emergency Services Joint Occupational Health and Safety Committee Terms of Reference – Appendix A – Emergency Services Joint Health and Safety Committee Structure and Representation.

Worker Designates will assist and support the Joint Health and Safety Committee. Worker Designates shall be selected by the respective Joint Health and Safety Committee Worker Members.

Each meeting shall be chaired alternately between the Employer and the Worker Committee Members. Each Joint Committee shall meet bimonthly (every two (2) months) as a minimum with the exception of the summer months July and August. The Joint Committees may meet more frequently as required and determined by the respective Joint Committee. A meeting must occur in June and September. In keeping with the Internal Responsibility System, the Committees will deal with unsafe, hazardous or dangerous working conditions that remain unresolved.

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

All injuries resulting from on-the-job accidents, however small, shall be reported to the Immediate Supervisor. This Report must be made as soon as possible after the injury. The Immediate Supervisor will investigate and report to Manager of Organizational Development, Safety, Wellness and Rehabilitation or designate who will report to the appropriate Joint Health and Safety Committee within four (4) working days of the report of the occurrence.

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 Manager of Organizational Development, Safety, Wellness and Rehabilitation or designate will report to the appropriate Joint Health and Safety Committee at its next meeting on any Health and Safety Concern Forms that, following the Health and Safety Concern Form process, are at the Joint Health and Safety Committee review stage.

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

The Employer will grant a paid Leave of Absence to the Worker Member appointed by the Joint Health and Safety Committees in order that he/she may investigate any critical injuries as defined under the *Occupational Health and Safety Act*. A copy of the Investigation Report will be given to the appropriate Joint Health and Safety Committee.

20:06 Revised Reporting Locations

20:06(1) A Standard Reporting Depot shall be understood as being an appropriate structure having the following essentials: sufficient Employee lockers, adequate eating, washing and toilet facilities. The Standard Reporting Depot shall be maintained in a clean condition.

20:06(2) That when an Employee is directed to report to a new Reporting Depot/work location for a period of five (5) successive working days or less, the Employer will provide transportation, or pay mileage, to and from the job site/work location from the current Reporting Depot.

20:06(3) That when an Employee is directed to report to a new Reporting Depot/work location for a period of five (5) successive work days or more, the Employer will provide transportation, or pay mileage, to and from the Employee's current Reporting Depot/work location for the first five (5) working days. Thereafter, the Employee shall provide his/her own transportation to and from the new Reporting Depot/work location.

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

20:07 Bilingual Position(s) - Mandatory

The Parties agree that the Employer will advise the Union in writing, ten (10) calendar days in advance of the posting, when it deems a classification or a number of positions within the classification to be mandatory bilingual, including the rational for the decision.

The Union has the ability to challenge the reasonableness of this qualification through the Grievance process.

No Employee employed in a position which is not designated as mandatory bilingual will be required to translate English documents into French. Employees required to assist clients with filling out forms will be provided with French documents for clients to fill out.

The Parties agree to grandparent any unilingual Employees in the positions designated under Article 20:07. Should a vacancy be created in one of these positions, it will be posted per Article 20:07. In the interim, unilingual Employees can be relieved by unilingual Employees.

20:08 Safety Footwear

Effective April 1st, 2024, the Safety Footwear Subsidy for Permanent and Probationary Employees will be in the amount of **THREE HUNDRED DOLLARS ($300.00)** per annum, and will be paid out as a "non-taxable allowance" on the first full pay period in May of each year. The wearing of safety boots or safety shoes must also be in conformance with the requirements under the *Occupational Health and Safety Act* and any CGS Policies and Procedures. It is acknowledged that this allowance is not subject to a general wage increase.

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

20:09 Injury During Working Hours

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

20:10 No Lost Time for a Driving Infraction

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

20:11 Workplace Safety Insurance Board (W.S.I.B.) Form # 7

The Employer shall provide the injured worker and a designated Union Representative with a completed copy of the W.S.I.B. Form 7 - Employer's Report of Accident Injury or Industrial Disease, at the same time the form is submitted to WSIB. Any concerns the Employee or the Union have with the information on the Form may first be presented to the Manager of Organizational Development, Safety, Wellness and Rehabilitation or his/her designate, for consideration and adjustment.

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

20:12 **Modified Work Program**

The **Parties** agree that whenever the Rehabilitation and Claims representative of the Human Resources and Organizational Development Department of the Employer is required to consider the accommodation of an Employee, it will give the Union the opportunity to participate in the accommodation process.

The Employer will pay the cost of all medical certification required by the Employer, the WSIB or the Insurance Carrier, in connection with the Employer's Modified Work Program.

20:13 **Printing of Collective Bargaining Agreement**

The Parties agree to make their best effort to edit, print, and distribute renewed Collective Bargaining Agreements within one hundred and twenty (120) days of ratification. The Collective Bargaining Agreement will be printed/copied by Unionized Employees of the City of Greater Sudbury.

ARTICLE 21:00 – BULLETIN BOARDS

21:01 The Employer agrees that the Union shall have the right to use designated Bulletin Boards supplied by the Employer. Such Bulletin Boards are to be used to post notices of meetings and other such notices that may be of interest to the Employees concerned.

ARTICLE 22:00 – VALIDITY OF AGREEMENT

22:01 In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 23:00 – PAY DAYS

23:01 Pay Days for the duration of this Agreement shall be every second Friday, however, should a Holiday fall on that day, then the preceding day shall be deemed to be pay day. Pay slips shall be available electronically to Employees by 10:00 a.m. on the day preceding pay day. Paper slips for those who do not elect electronic delivery shall be distributed to the Employee's reporting location through interoffice mail, as soon as practicable, provided no interruption beyond the control of the Employer is encountered.

ARTICLE 24:00 – CANADA LIFE (OR EQUIVALENT) INSURANCE COVERAGE - HOSPITAL MEDICAL AND DENTAL BENEFITS AND GROUP LIFE INSURANCE COVERAGE

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

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

(b) **Canada Life (or equivalent) Comprehensive Extended Health Care**

The Eye Glass Subsidy to be **FOUR HUNDRED AND TWENTY DOLLARS ($420.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **NINETY ($90.00) DOLLARS**;

The Hearing Aid Subsidy to be **SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS** every five (5) years;

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

Smoking Cessation Provision to allow a three (3) month supply every three (3) years.

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

Specified paramedical benefits are as follows:

Employee Coverage limits:

SERVICE	COVERAGE LIMIT
Chiropractor Massage Therapist Osteopath Physiotherapist (including Athletic Therapist) Podiatrist/Chiropodist Naturopath Nutritional Counselling by a Dietician	Maximum of $2,000/calendar year
Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification	Maximum of $2,000/calendar
Speech Therapist/Pathologist	$418/calendar year
Annual Health Care Spending Account (HCSA)	$200/calendar year with no cash value or carry-over; pro-rated in any partial year of full-time employment; can be used for any medical expenses identified in the Income Tax Act as a tax-deductible medical expense.

Eligible Dependents Coverage limits:

SERVICE	COVERAGE LIMIT
Massage Therapist Physiotherapist (including Athletic Therapist) Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification, Speech Therapist/Pathologist	Maximum of $1,000/calendar year

(d) **Canada Life (or equivalent) Dental Plan No. 9**

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

(e) Group Life Insurance Plan
(two (2 x) times basic annual earnings);

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

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

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

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

24:01(1)(ii) Permanent Full Time Employees may purchase Optional Employee/Spouse Life Insurance through the Group Insurance Plan at one hundred (100%) percent Employee cost. Optional Life is available in increments of Ten Thousand ($10,000.00) Dollars to a maximum of Two Hundred and Fifty Thousand ($250,000.00) Dollars.

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 or replacement Plan introduced by the Ontario Government;

(b) **Canada Life (or equivalent) Comprehensive Extended Health Care**

The Eye Glass Subsidy to be **FOUR HUNDRED AND TWENTY DOLLARS ($420.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **NINETY ($90.00) DOLLARS**;

The Hearing Aid Subsidy to be **SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS** every five (5) years;

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

Smoking Cessation Provision to allow a three (3) month supply every three (3) years.

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

Specified paramedical benefits are as follows:

Employee Coverage limits:

SERVICE	COVERAGE LIMIT
Chiropractor Massage Therapist Osteopath Physiotherapist (including Athletic Therapist) Podiatrist/Chiropodist Naturopath Nutritional Counselling by a Dietician	Maximum of $2,000/calendar year
Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification	Maximum of $2,000/calendar
Speech Therapist/Pathologist	$418/calendar year
Annual Health Care Spending Account (HCSA)	$200/calendar year with no cash value or carry-over; pro-rated in any partial year of full-time employment; can be used for any medical expenses identified in the Income Tax Act as a tax-deductible medical expense.

Eligible Dependents Coverage limits:

SERVICE	COVERAGE LIMIT
Massage Therapist Physiotherapist (including Athletic Therapist) Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification, Speech Therapist/Pathologist	Maximum of $1,000/calendar year

(d) **Canada Life (or equivalent) Dental Plan No. 9**

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

24:01(3) For all active Permanent Full time Employees age sixty-five (65) or older the Employer agrees to contribute one hundred percent (100%) of the total Employee premium costs for the following benefit plans:

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

(b) **Canada Life (or equivalent) Comprehensive Extended Health Care**

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

The Eye Glass Subsidy to be **FOUR HUNDRED AND TWENTY DOLLARS ($420.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **NINETY ($90.00) DOLLARS**;

The Hearing Aid Subsidy to be **SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS** every five (5) years;

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

Smoking Cessation Provision to allow a three (3) month supply every three (3) years.

(c) Specified paramedical benefits are as follows:

Employee Coverage limits:

SERVICE	COVERAGE LIMIT
Chiropractor Massage Therapist Osteopath Physiotherapist (including Athletic Therapist) Podiatrist/Chiropodist Naturopath Nutritional Counselling by a Dietician	Maximum of $2,000/calendar year
Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification	Maximum of $2,000/calendar
Speech Therapist/Pathologist	$418/calendar year
Annual Health Care Spending Account (HCSA)	$200/calendar year with no cash value or carry-over; pro-rated in any partial year of full-time employment; can be used for any medical expenses identified in the Income Tax Act as a tax-deductible medical expense.

Eligible Dependents Coverage limits:

SERVICE	COVERAGE LIMIT
Massage Therapist Physiotherapist (including Athletic Therapist) Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification, Speech Therapist/Pathologist	Maximum of $1,000/calendar year

(d) **Canada Life (or equivalent) Dental Plan No. 9 Coverage**

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

(e) Group Life Insurance coverage of **TEN THOUSAND ($10,000) DOLLARS, ceasing at age seve**nty-five (75);

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

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

Notwithstanding the above paragraph, the Union maintains the right to submit a Grievance after a properly seized judicial body (e.g. Supreme Court of Canada) has ruled on the matter with another Employer provided the ruling involves similar Collective Bargaining Agreement language as contained in the Inside Unit Collective Bargaining Agreement. The

maximum retroactivity that can be claimed will be restricted to the date of the filing of the Grievance.

24:02(1) The Employer shall describe and make available Benefits as outlined in Article 24:01(1)(i), Article 24:01(2) and Article 24:01(3) to all Permanent, Probationary Full Time Employees and active Permanent Full time Employees age sixty-five (65) or older. The Employee shall have the option to choose whether to participate or not in the aforementioned Benefit Plans.

24:02(2) Coverage will be up to twenty-five (25) years of age for Dependents, provided the Dependent is in full time attendance at a post-secondary institution; (i.e. Community College or University).

24:03 For every Temporary Employee, the Employer will remit the cost of Provincial Health coverage under the Employer Health Tax (EHT). Should OHIP premiums be reinstated, the Employer agrees to deduct from each Temporary Employee's earnings one hundred (100%) percent of the premium cost, and remit same on behalf of the Employee.

24:04 Employees on Leaves of Absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the Benefit Plans under Article 24:01(1), Article 24:01(2) and Article 24:01(3), for those months covered by the Leave of Absence without pay.

24:05 Both Parties agree that should the Employer or the Union find an equivalent Carrier at a more economical rate compared to Canada Life (or equivalent), the Parties will meet and seriously discuss the subject matter with the objective of changing to such Carrier upon the mutual agreement of the Parties.

24:06 **Employee Early Retirement/Disabled Benefit Plan**

24:06(1)(i) That for Retired and Disabled Employees, the Employer agrees to contribute one hundred (100%) percent of the Employee's premium costs for the following Plans:

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

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

Canada Life (or equivalent) Vision Care

The Eye Glass Subsidy to be **FIVE HUNDRED DOLLARS ($500.00)** every twenty-four (24) months.

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

Further to the above, a Retired Employee shall have the option of participating at his/her own cost in a Canada Life Dental Plan #9 (or equivalent) at the current O.D.A. Fee

Schedule and/or continuing his/her Optional Group Life Insurance at the group rates established by the Employer's insurance carrier.

24:06(1)(ii) Coverage will be up to twenty-five (25) years of age for Dependents, provided the Dependent is in full time attendance at a post-secondary institution; (i.e. Community College or University).

24:06(1)(iii) **Spousal Benefit Coverage Upon Demise of Eligible Employee or Retiree**

For Employees who now qualify for Benefits under the provisions of Article 24:06, the Employer agrees to provide continuance of coverage to the spouse and dependents until the spouse attains the age of sixty-five (65) or upon remarriage, whichever occurs first, but in no case shall extend beyond ten (10) years after the death of the eligible Employee or Retiree. (Dependents defined as per existing Plans.)

24:06(2) The above Benefit Plan will be applied in the following manner:

(i) The Benefit Package will only be paid until the recipient attains the age of sixty-five (65).

(ii) Eligibility for the Benefit Plan - only Employees of the City who have attained fifteen (15) years of continuous service with City of Greater Sudbury, inclusive of any continuous service with any other Local Municipality or Local Board will be eligible for the above-mentioned Package provided:

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

OR

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

OR

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

OR

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

(iii) The Employer is prepared to extend the eligibility for the Employer Paid Retired/Disabled Employee Benefit Plan to those Employees who would have

attained fifteen (15) years of continuous service with the City within twelve (12) months of termination of employment due to disability, and commits to not move an eligible disabled Employee to the Retired/Disabled Plan for the first twenty four (24) months of disability.

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

24:06(3) It is also to be understood that the payment of LTD Benefits will cease when;

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

OR

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

24:07 **<u>Bridging Income / Advance Pending WI or LTD Applications</u>**

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

(a) the Claim has neither been approved or denied or

(b) the Claim has been denied, and the Employee has elected to appeal the Claim within thirty (30) days of being advised of the denial of his/her claim

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

(c) if the Claim is subsequently approved, by having the Employee "sign over" their benefit payment to CGS for application against the advance, with any residual amount being recovered from the Employees' pay on their return to work per (d) and (e) below or;

(d) if the Claim is ultimately denied, the advance is to be recovered from the Employee's pay on the Employee's return to work, with the re-payment period commencing at the beginning of the second (2nd) full pay period after the

Employee's return to work, and with the re-payment period typically not to exceed ten (10) pay periods twenty (20) weeks.

(e) the exact repayment arrangements will be in writing and agreed to between the Employee, the Union and the Employer.

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

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

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

ARTICLE 25:00 – GENERAL WAGE INCREASE

25:01 The Employer and the Union have agreed that:

25:01(1) Effective April 1st, 2023, a three (3%) percent General Wage Increase be applied to those rates shown on Schedule "A" as in effect on March 31st, 2023.

25:01(2) Effective April 1st, 2024, a three (3%) percent General Wage Increase be applied to those rates shown on Schedule "A" as in effect on March 31st, 2024.

25:01(3) Effective April 1st, 2025, a three (3%) percent General Wage Increase be applied to those rates shown on Schedule "A" as in effect on March 31st, 2025.

25:01(4) Effective April 1st, 2026, a three (3%) percent General Wage Increase be applied to those rates shown on Schedule "A" as in effect on March 31st, 2026.

25:02 Retroactivity of General Wage Increase

With respect to the General Wage Increase, the Employer agrees to pay retroactivity on wages paid to the effective date for the first General Wage Increase under this Agreement. Persons who have left the employ of the Employer between April 1st, and the date retroactive pay is paid to active Employees, shall be eligible for retroactive pay, provided he/she left a forwarding address with the Human Resources and Organizational Development Department.

ARTICLE 26:00 – JOB EVALUATION

26:01 The Job Evaluation Plan

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

26:02 Jobs Covered by the Job Evaluation Plan

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

26:03 Identification of Jobs in Salary Schedule

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

26:04 The Job Evaluation Manual

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

26:05 Rights of the Parties

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

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

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

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

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

26:06 Salary Schedule

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

(1) The Salary Schedule shall be a salary range schedule with a total of sixteen (16) salary groups.

(2) Each salary group is composed of five (5) steps. It is acknowledged that Groups One (1) through Three (3) inclusive utilize only the first three (3) steps. The time interval required for Annual Increments shall be in accordance with Article 14 of the Collective Bargaining Agreement.

(3) When an Incumbent is promoted from one (1) salary group to another he/she shall be promoted in accordance with the Promotion Rule (Article 15 - 15:08(3)).

(4) The relationship between the salary group and the point range will be 23 points for the first salary group and for each salary group thereafter.

26:07 Retroactivity

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

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

26:08 Hiring Rates

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

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

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

26:09 **Red Circling/Downgrading**

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

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

(1) The Incumbent's salary dollars (rate) shall be held constant (i.e. frozen - and the Incumbent be ineligible for step or GWI increases), commencing on the date of issue of the Job Evaluation Outcome Letter issued by Management.

(2) The above process shall continue until the General Wage Increases bring the maximum dollars in the salary range for the restructured job above the Incumbent's frozen rate.

26:10 **Job Evaluation**

Retroactive pay shall be payable (as applicable) to Employees who resigned their position with CGS, Retirees, and Temporary Employees who have been released, provided the retroactive pay owed exceeds **ONE HUNDRED ($100.00) DOLLARS** gross, and the former Employee has left a forwarding address with the Employer. No retroactive pay will be due those who acted in relief in a non-posted classification which was subsequently raised in value through the Joint Rating Committee process.

If an Employee's job has changed substantively after their date of assignment, the onus is on the Employee to avail themselves of the challenge procedures in the Job Evaluation Plan.

26:10 (1) In the event that any position is rated by the Parties higher than a Group 16, the Parties shall meet to establish the new wage rates in the pay scale.

ARTICLE 27:00 – DEFINITIONS

27:01 **A PERMANENT EMPLOYEE** - is an Employee who has successfully completed the probationary period in the services of the Employer.

27:02 **A PROBATIONARY FULL TIME EMPLOYEE** - is a Full Time Employee hired for a period of up to six (6) consecutive months in the service of the Employer. A Probationary Full Time Employee who remains in the service of the Employer longer than six (6) consecutive months shall automatically become a Permanent Full Time Employee unless such probationary period is extended by mutual consent between the Employer and the Union. The employment of a Probationary Full Time Employee may be terminated at any time during the six (6) consecutive month probationary period or extension thereto, without recourse to the Grievance Procedure, unless the Union claims discrimination under Article 19 of this Agreement.

27:03(1) **A REGULAR PART TIME EMPLOYEE** - is an Employee who is hired to regularly work not more than twenty-four (24) hours within a seven (7) day period Saturday to Friday performing work of the Bargaining Unit. It is expressly understood that Regular Part Time Employees shall not be guaranteed a specified number of hours per week and hours of work may not be the same as Full Time Employees. Regular Part Time Employees shall be scheduled for work, and called into work when additional work becomes available.

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

27:03(2) **A CASUAL/SEASONAL PART TIME EMPLOYEE** - is an Employee who is hired to regularly work not more than twenty-four (24) hours within a seven (7) day period Saturday to Friday performing work of the Bargaining Unit. Casual/Seasonal Part Time Employees are hired to either work an irregular number of hours week to week, or to work Part Time hours but for a term, season or other limited period of time. It is expressly understood that Casual/Seasonal Part Time Employees shall not be guaranteed a specified number of hours per week and hours of work may not be the same as Full Time Employees. Casual/Seasonal Part Time Employees shall be called into work/scheduled as required. An Employee will be designated as either Casual, or Seasonal in his/her Offer Letter of Employment/Promotion, and his/her classification will be stated therein. If the Employee is denoted Seasonal, his/her expected Employment term will also be stated in his/her Offer Letter. A copy of the Offer Letter will be forwarded to the Secretary of the Union. The Union will also be advised of the Employee's initial Reporting Depot.

27:04 **A TEMPORARY EMPLOYEE** - is an Employee who is hired to work for a period of no longer than seven (7) consecutive months in the service of the Employer. Unless posted under the terms of Article 11:01(5)(c), a Temporary Employee shall not establish seniority except when such an Employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. The Employee shall then automatically rank as a Permanent Full Time/Regular Part Time Employee (as appropriate). For such Employee, his/her seniority shall then be established from his/her latest date of continuous service with the Employer. The employment of such Employee may be terminated at any time during the first seven (7) consecutive months without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 19 hereof, as the basis of termination.

In the case of a Temporary Employee hired as a result of a Pregnancy or Parental Leave, the above time frames shall be deemed to be the number of months of the current statutory entitlement under the *Employment Standards Act* or applicable legislation.

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

27:05(1) **A STUDENT EMPLOYEE** - is a Temporary Employee who is hired for a school vacation period, or semester period under a Co-Operative Graduate School Program. A Student's employ may be terminated at any time without recourse to the Grievance Procedure, unless the Union claims discrimination under Article 19 hereof as a basis of termination. A Student Employee may bid and be dually considered for other Job Postings within their last four (4) weeks of employment.

27:05(2) Without resorting to the Job Posting Procedure under Article 11, the Employer is entitled to employ Temporary Employees who are Students during the period of April 15th to September 15th inclusive, each year, to perform work for the Employer.

27:05(3)(a) If a Student is assigned to relieve an incumbent then the Student will be paid Step 1 of the pay group in which the incumbent's classification has been evaluated. In determining whether or not an incumbent's position is being relieved, the duties being performed by the Student will be compared to the duties performed by the incumbent.

27:05(3)(b) If a Student is working as an extra Employee in a classification and is expected to perform the majority of the duties of the classification, the Student will be paid Step 1 of the pay group in which that classification has been evaluated. In determining whether or not the Student is performing the majority of the duties the classification, such determination will be assessed against the Job Description of the classification.

27:05(4) Subject to Article 27:05(2), the Employer shall follow the Job Posting Procedure under Article 11 before employing any Temporary Employees.

27:06 **REGULAR RATE** - is the rate of pay for the classification in which an Employee is presently working.

27:07 **BASIC RATE** - is the rate of pay for the permanent job classification of the Employee.

27:08 **EMPLOYEE** - is a person employed by the Employer who is included in Article 2 - SCOPE, of this Agreement.

ARTICLE 28:00 – CONTRACTING IN AND CONTRACTING OUT

28:01(1) Contracting Out

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

The Employer shall give sixty (60) 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.

28:01(2) **Contracting In Process**

The Parties are committed to creating the conditions for reducing the amount of operating work in the scope of positions in the bargaining unit currently performed by outside contractors. It is agreed that there are circumstances where work is currently being performed by contractors that could be performed more effectively and at a lower cost by CGS Employees.

The Parties will meet to evaluate priority operating projects currently being performed by contractors which could result in increased efficiency and decreased cost to the Employer. The Employer will notify the Union of the expiry of these priority contracts no later than two (2) months prior to their expiry. The Parties will meet to evaluate the potential for CGS Employees to perform the work of these priority contracts and set targets for the amounts of work that could be contracted in.

28:02 **Notice of Change**

28:02(1) In situations where change (e.g. organizational, material, equipment, processes) will adversely affect a Permanent Employee(s) by resulting loss of Permanent Classification or loss of basic wages, the Employer will provide a minimum of thirty (30) days' notice in writing to the Employee(s) and the Union of the change, outlining:

(1) Nature of the Change.

(2) Date the Change will take effect.

(3) Approximate number, type and location of Employee(s) affected.

(4) Affect the change is expected to have upon the Employee(s).

28:02(2) Where the change will result in the layoff of Permanent Employees, the Employer shall make every reasonable effort to provide the Union with at least three (3) months notice, inclusive of the thirty (30) days outlined above.

28:02(3) In the event of a planned layoff of Permanent Employees, the Parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the Employees involved. Such discussion shall include the possible implementation of an early retirement incentive program and/or other recognized voluntary leaving incentive program where feasible, as an alternative to layoffs. Nothing in this Article commits the Employer to offering any program should the Employer not deem it appropriate to do so.

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

ARTICLE 29:00 – TERM OF AGREEMENT

29:01 This Agreement shall be in effect from the 1st day of April, 2023 and shall remain in effect until the 31st day of March, 2027, unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

29:02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within the period of one hundred and twenty (120) days prior to the expiration date of the Agreement, or any anniversary date of such expiration date.

29:03 If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiations within a period of twenty (20) calendar days from the receipt of such notice if requested to do so, provided however, an extension of time shall be granted if so requested by either Party.

ARTICLE 30:00 – COLLECTIVE BARGAINING AGREEMENT - EXTENSION OF TERM

30:01 Notwithstanding Article 29 - TERM OF AGREEMENT, the Employer and the Union agree to the provisions of the *Ontario Labour Relations Act*, as amended.

ARTICLE 31:00 – SCHEDULES

31:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

SCHEDULE	TITLE
Schedule “A”	Job Groups – Classifications Pay Plan
Schedule “A-1”	Information Technology (IT) Pay Plan
Schedule “A-2”	Student Employees
Schedule “B”	Provisions Specific to Long Term Temporary Employees – Ontario Works
Schedule “C”	Provisions Specific to Part Time Employees
Schedule “D”	Provisions Specific to Employees of the Development Approvals, Construction Services, Project Engineering and Building Services Sections
Schedule “E”	Provisions Specific to Employees of the Leisure Services Division
Schedule “F”	Provisions Specific to Employees of the Business Development Section and Tourism and Cultural Industries Section
Schedule “G”	Provisions Specific to Employees of the Emergency Services Department
Schedule “H”	Provisions Specific to Transit Operators
Schedule “I”	Provisions Specific to Employees of the Greater Sudbury Public Library Division and 311 and Customer Services Section of the Communications and Community Engagement Division

SCHEDULE	TITLE
Schedule “J”	Provisions Specific to Employees of the Corporate Security and By-Law Services Division
Schedule “K”	Advance Vacation Pay Request Form
Schedule “L”	Application for Bereavement Form

ARTICLE 32:00 – AGREEMENT - SIGNING AUTHORITIES

32:01 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 **18th** day of **February**, A. D. **2025**.

THE CITY OF GREATER SUDBURY	CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #4705, C.L.C.
G.Servais G.Servais (Feb 18, 2025 16:13 EST)	Bryan Keith (Feb 19, 2025 08:52 EST)
	LOCAL UNION PRESIDENT
	Chair Inside (Feb 18, 2025 16:07 EST)
	BARGAINING COMMITTEE MEMBER
	BARGAINING COMMITTEE MEMBER
Bruno Lafortune (Feb 24, 2025 08:48 EST)	Eric Legendre (Feb 18, 2025 17:05 EST)
	BARGAINING COMMITTEE MEMBER
	Bob Lagace (Feb 20, 2025 08:34 EST)
	BARGAINING COMMITTEE MEMBER
	Julia Schlaepfer (Feb 28, 2025 07:18 EST)
	BARGAINING COMMITTEE MEMBER
	Jacqueline Comeau (Feb 18, 2025 16:25 EST)
	CUPE NATIONAL REPRESENTATIVE
Melissa Roney Melissa Roney (Feb 18, 2025 23:08 EST)	
Erin Thompson (Feb 18, 2025 22:24 EST)	
Shawn Turner Shawn Turner (Feb 18, 2025 18:49 EST)	

SCHEDULE "A"

JOB GROUPS – CLASSIFICATIONS

Departments: Chief Administrative Officer
Corporate Services Department
Community Development Department
Community Safety Department
Growth and Infrastructure Department

GROUP	JOB EVALUATION CLASSIFICATION
GROUP 1	**(- 183)**
	Page
	Animal Care Attendant (Part Time Funded)
GROUP 2	**(184 – 207)**
	Student Purchaser (Co-op Student Placement)
GROUP 3	**(208 – 231)**
	Cashier (Transit)
	Leisure Instructor
	Regional Business Centre Intern (Funded)
	Student Accountant (Co-op Student Placement)
	Technical Service Clerk (Part Time)
	Transit Kiosk Clerk
	Water/Wastewater Project Assistant (Co-op)
GROUP 4	**(232 – 255)**
	Airport Service Clerk (Part Time)
	Clerk Typist (Parking)
	Client Service Clerk - Children's Service
	Communications Intern (Part Time)
	Depot Clerk
	Event Sales Clerk
	Facility Clerk/Receptionist
	Information Clerk-Typist (Transit)
	Program Assistant/Janitor
	Programmer (Co-op Student Placement)
	Programmer
	Receptionist Clerk-Typist (Parks)
	Rodperson
	Stenographer/Receptionist
	Student Airport Assistant (Co-op Student Placement)

Water/Wastewater GIS Project Assistant (Co-op)

GROUP 5 **(256 – 279)**

Call Centre Representative (Tom Davies Square)
Circulation Assistant
Clerk-Receptionist (Building Services)
Curatorial Assistant (Part Time)
Customer and Vendor Clerk
Earthcare Sudbury Intern (Funded)
Engineering and Construction Clerk
Environmental Planning Assistant (Temp/Seasonal)
Equipment/Vehicle Technician
Financial and Support Clerk II (CMMS)
Processor
Receptionist (Howard Armstrong Recreation Centre)
Soils Testing Lab Assistant (Seasonal)
Solid Waste Field Technician/Inspector (Part Time)
Stenographer/Receptionist (Roads)
Swimming Instructor/Lifeguard

GROUP 6 **(280 – 303)**

Business Services Representative
By-Law and Licensing Clerk
Clerk Receptionist (Ontario Works)
Client Service Clerk
Drafting Clerk
Financial Support Clerk I (CMMS)
Information Systems Assistant
Leisure Specialty Instructor
Mail/Finishing Clerk
Payroll Clerk
Records Processing Clerk
Receptionist – Committee of Adjustment/Consents
Records Clerk/Typist (Engineering Services)
Secretary - Development Engineering
Secretary (Growth and Development)
Secretary (Finance)
Timekeeping Clerk (Transit)
Web Content Editor

GROUP 7 **(304 – 327)**

Assistant Facility Booking/Leisure Clerk

Branch Assistant
Bus Operator
Case Aide
Citizen Service Representative (Tom Davies Square)
Customer Service Clerk – Accounting
Customer Service Clerk – Tax
Customer Service Representative (Waste)
Dispatcher
Finance Clerk
Home Bound Services Assistant
Junior Business Officer (Regional Business Centre)
Lead Equipment Vehicle Technician
Logistics Co-Ordinator
Permit Processing Clerk
Purchasing Assistant
Receptionist/Records Clerk
Records Clerk
Relief Customer Service Representative Clerk
Secretary - Committee of Adjustments/Consents
Secretary/Community and Strategic Planning
Secretary - Development Approvals
Secretary (Engineering IS)
Secretary (Recreation)
Secretary (Recreation and Arenas)
Secretary/Environmental Planning Initiatives
Secretary/Receptionist (Roads)
Secretary - Subdivision/Site Plan Control
Solid Waste Data Co-ordinator (Part Time)
Special Events Officer
Technical Services Clerk
Web Communications and Office Assistant

GROUP 8 (328 – 351)

Acquisitions and Orders Assistant
Assistant Pool Operator
Clerk's Services Assistant
Co-ordinated Access Representative
Data and Records Co-ordinator
Housing Services Support Assistant
Inter Library Loan Technician
Maintenance Clerk
Payroll Administrator
Payroll Specialist

Payroll/Finance Clerk (Emergency Services)
POA Administration Clerk
POA Court Support Clerk
Real Estate Secretary
Secretary (Arena)
Secretary to the Manager of Parks Services
Secretary to the Chief Procurement Officer
Solid Waste Educator
Solid Waste Specialist
Tourism Clerk
Transit Dispatcher
Vital Statistics Assistant
Youth Strategy Co-ordinator

GROUP 9 (352 – 375)

Accessibility Technician
Accounts Clerk
Adult Senior and Client Education Programmer
Biodiversity Research Assistant (Temp/Seasonal)
Cataloguing Technician
Cemetery Services Co-ordinator
Children and Youth Programmer
Citizen Service Representative (including Library Services)
CMMS Data Entry Clerk
Community Library Programmer
Control Survey Assistant
Energy Analyst/Clerk
Financial Clerk (Housing)
Information Technician
Junior Field Inspector
Lead Permit Processing Clerk
Legal Secretary
Levelperson
Library and Heritage Programmer
Licensing Enforcement Officer
Payroll/Inventory Clerk (Financial and Support Services)
POA Financial/Collections Clerk
Process Improvement Officer (311)
Risk Management Support Assistant
SCADA Support Technician
Subsidy Claims Clerk
Transit Administration Clerk

GROUP 10 (376 – 399)

311 Service Improvement Analyst
Accounting Analyst
Airport Accounting Analyst
Business Information and Communications Officer
By-Law Officer (Part Time)
Draftsperson
Engineering Review Technician
Fleet Services Clerk
Junior By-Law Enforcement Officer
Lead Facility Booking/Registration Clerk
Marketing Co-ordinator
Project Research Clerk
Property Tax Analyst
POA Collections Clerk
Property Draftsperson
Research Analyst
Senior Payroll/Finance Clerk
Senior Technician – Automated Specialist
Small Business Specialist (Funded)
Support Technician
Telecommunications Technician

GROUP 11 (400 – 423)

Accountant
Accounts Payable Lead
Business Centre Research Officer
Children's Services Planning Aide (Contract)
Claims Management Analyst
Client Navigator
Court Clerk/Monitor
Eligibility Control Officer
Employment Counsellor
Field Educator and Program Co-ordinator
Law Clerk
Marketing and Communications Technical Co-ordinator
Municipal Accommodation Tax Administrator
Network Specialist
Primary Care Paramedic
Programmer/Analyst
Senior Support Technician
Technical Co-ordinator – Tourism

GROUP 12 (424 – 447)

Accountant
Accountant – Tax
Archivist
Budget Analyst
Cartographic/GIS Technician
Cartographic/GIS Technician (Planning)
Caseworker
Children's Librarian
Children's Services Representative
Citizen Service Centre Lead
Client Support Analyst
Collections Librarian
Co-ordinator Earthcare Sudbury Initiatives
Co-ordinator of Outreach Programs and Partnerships
Curator
Draftsperson – Technician
Eligibility Review Officer
Field Inspector
Graphic and Creative Services Lead
GIS Editor
GIS Technician
Information Librarian
Instrumentperson
Lake Water Quality Program Co-ordinator
Local History Librarian
Locates Program Administrator
Media Relations and Communications Officer
Program Accountant
Program Quality Co-ordinator
Project Controls Co-ordinator
Quality Assurance Technician
Senior Functional Analyst (Finance)
Senior Support Technician (SCADA Specialist)
Special Projects Communications and Support Officer
Time and Labour Payroll Analyst
Traffic and Transportation Technologist
Virtual Librarian
Water/Wastewater Data Integration Specialist
Water/Wastewater Facilities Inspector

GROUP 13 (448 – 471)

Advanced Care Paramedic
Case Presenting Officer
Communications and Community Engagement Adivsor
Community Librarian
Community Paramedic – PCP (Funded)
Control Draftsperson (Lead Hand)
Co-ordinator of Solid Waste
Co-ordinator of Waste Disposal
Data Analysis Co-ordinator
Economic Development Web Administrator/Developer
Emergency Management Officer
Emerging Technology Librarian
Employment Support Analyst
Engineering Technician
Facility Pool Operator
Family Support Worker
Hydraulic Modeler/Analyst
Laboratory Technologist
Paramedic Clinical Auditor
Project Co-ordinator (Waste)
Property Administrator
Purchasing Co-ordinator
Senior Network Specialist
Senior Planning Technician
Senior Application Analyst
Survey Technician
Web Administrator/Developer

GROUP 14 (472 – 495)

Accountant [Housing]
Building Inspector
Building Services Technician
Business Improvement Officer
Business Systems Analyst
By-Law Enforcement Officer
CADD Technician
Cartographic/GIS Technologist
Children's Services Planner
Community Librarian
Control Survey Leader
Co-ordinator of Library Collections
Database Administrator
Design Technologist

Development Engineering Technician
Drainage Engineer Technician
Economic Development Officer - Tourism
Financial Analyst
Geodesy and Geomatics Technologist
GIS Analyst/Administrator
Investment Officer
Planner
Prosecutor
Senior Accountant - Current Accounting
Subdivision/Site Plan Control Officer
Survey Technologist
System Specialist
Traffic and Transportation Engineering Analyst
Water/Wastewater Business Improvement Officer
Water/Wastewater Compliance Officer

GROUP 15 (496 – 519)

City Archivist (formerly Community Archivist)
Community Paramedic – ACP (Funded)
Plans Examiner (Front Counter)
Plans Examiner
Property Assessment Representative
Real Estate Appraiser

GROUP 16 (519 -)

Platoon Trainer

SCHEDULE "A" – PAY PLAN – MARCH 31st, 2023

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	$16.98	$16.98	$16.98		
2	$16.98	$17.15	$17.67		
3	$21.03	$23.22	$23.96		

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	$24.07	$24.89	$25.74	$26.64	$27.49
5	$24.42	$25.25	$26.13	$27.17	$28.20
6	$24.89	$26.06	$27.13	$28.22	$29.27
7	$25.66	$26.71	$27.81	$28.85	$30.03
8	$26.40	$27.45	$28.41	$29.42	$30.64
9	$27.09	$28.30	$29.42	$30.69	$32.05
10	$27.85	$29.18	$30.64	$32.05	$33.63
11	$29.09	$30.70	$32.46	$34.36	$36.15
12	$31.21	$33.16	$35.22	$38.47	$39.37
13	$33.67	$35.53	$37.46	$39.25	$41.20
14	$36.43	$38.38	$40.40	$42.27	$44.70
15	$38.13	$40.35	$42.47	$44.63	$46.83
16	$39.84	$42.14	$44.40	$46.65	$48.92

SCHEDULE "A" – PAY PLAN – APRIL 1st, 2023

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	$17.49	$17.49	$17.49		
2	$17.49	$17.66	$18.20		
3	$21.66	$23.92	$24.68		

***It is noted that Step 1 shall not be less than minimum wage per the *Employment Standards Act*.**

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	$24.79	$25.64	$26.51	$27.44	$28.31
5	$25.15	$26.01	$26.91	$27.99	$29.05
6	$25.64	$26.84	$27.94	$29.07	$30.15
7	$26.43	$27.51	$28.64	$29.72	$30.93
8	$27.19	$28.27	$29.26	$30.30	$31.56
9	$27.90	$29.15	$30.30	$31.61	$33.01
10	$28.69	$30.06	$31.56	$33.01	$34.64
11	$29.96	$31.62	$33.43	$35.39	$37.23
12	$32.15	$34.15	$36.28	$38.47	$40.55
13	$34.68	$36.60	$38.58	$40.43	$42.44
14	$37.52	$39.53	$41.61	$43.54	$46.04
15	$39.27	$41.56	$43.74	$45.97	$48.23
16	$41.04	$43.40	$45.73	$48.05	$50.39

SCHEDULE "A" – PAY PLAN – APRIL 1st, 2024

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	$18.01	$18.01	$18.01		
2	$18.01	$18.19	$18.75		
3	$22.31	$24.64	$25.42		

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	$25.53	$26.41	$27.31	$28.26	$29.16
5	$25.90	$26.79	$27.72	$28.83	$29.92
6	$26.41	$27.65	$28.78	$29.94	$31.05
7	$27.22	$28.34	$29.50	$30.61	$31.86
8	$28.01	$29.12	$30.14	$31.21	$32.51
9	$28.74	$30.02	$31.21	$32.56	$34.00
10	$29.55	$30.96	$32.51	$34.00	$35.68
11	$30.86	$32.57	$34.43	$36.45	$38.35
12	$33.11	$35.17	$37.37	$39.62	$41.77
13	$35.72	$37.70	$39.74	$41.64	$43.71
14	$38.65	$40.72	$42.86	$44.85	$47.42
15	$40.45	$42.81	$45.05	$47.35	$49.68
16	$42.27	$44.70	$47.10	$49.49	$51.90

SCHEDULE "A" – PAY PLAN – APRIL 1st, 2025

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	$18.55	$18.55	$18.55		
2	$18.55	$18.74	$19.31		
3	$22.98	$25.38	$26.18		

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	$26.30	$27.20	$28.13	$29.11	$30.03
5	$26.68	$27.59	$28.55	$29.69	$30.82
6	$27.20	$28.48	$29.64	$30.84	$31.98
7	$28.04	$29.19	$30.39	$31.53	$32.82
8	$28.85	$29.99	$31.04	$32.15	$33.49
9	$29.60	$30.92	$32.15	$33.54	$35.02
10	$30.44	$31.89	$33.49	$35.02	$36.75
11	$31.79	$33.55	$35.46	$37.54	$39.50
12	$34.10	$36.23	$38.49	$40.81	$43.02
13	$36.79	$38.83	$40.93	$42.89	$45.02
14	$39.81	$41.94	$44.15	$46.20	$48.84
15	$41.66	$44.09	$46.40	$48.77	$51.17
16	$43.54	$46.04	$48.51	$50.97	$53.46

SCHEDULE "A" – PAY PLAN – APRIL 1st, 2026

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	$19.11	$19.11	$19.11		
2	$19.11	$19.30	$19.89		
3	$23.67	$26.14	$26.97		

GROUP #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
4	$27.09	$28.02	$28.97	$29.98	$30.93
5	$27.48	$28.42	$29.41	$30.58	$31.74
6	$28.02	$29.33	$30.53	$31.77	$32.94
7	$28.88	$30.07	$31.30	$32.48	$33.80
8	$29.72	$30.89	$31.97	$33.11	$34.49
9	$30.49	$31.85	$33.11	$34.55	$36.07
10	$31.35	$32.85	$34.49	$36.07	$37.85
11	$32.74	$34.56	$36.52	$38.67	$40.69
12	$35.12	$37.32	$39.64	$42.03	$44.31
13	$37.89	$39.99	$42.16	$44.18	$46.37
14	$41.00	$43.20	$45.47	$47.59	$50.31
15	$42.91	$45.41	$47.79	$50.23	$52.71
16	$44.85	$47.42	$49.97	$52.50	$55.06

Notes to Schedule "A"

	MARCH 31, 2019	APRIL 1, 2023	APRIL 1, 2024	APRIL 1, 2025	APRIL 1, 2026
Bus Operator	$30.18	$31.09	$32.02	$32.98	$33.97

Note 1: The Parties agree that Employees in the classification of Bus Operator on the date of ratification of the 2023 – 2027 Collective Bargaining Agreement shall continue to be paid the rate of THIRTY DOLLARS AND EIGHTEEN CENTS ($30.18) under this Collective Bargaining Agreement and shall be subject to all General Wage increases negotiated.

Note 2: No Employee will be paid less than the Ontario Minimum Wage rate.

Note 3: It is agreed that a ten (10%) percent premium applies to training performed by Employees provided it has been assigned by their supervisor. It is agreed that for the purposes of this Article, training does not include the performance of duties like familiarization acquainting or orientation.

SCHEDULE "A-1"

INFORMATION TECHNOLOGY (IT) PAY PLAN – MARCH 31st, 2023

LEVEL	CLASSIFICATION	STEP 1	STEP 3	STEP 3	STEP 4	STEP 5
1	SCADA Support Technician Support Technician Telecommunications Technician	$34.72	$36.68	$38.50	$40.40	$42.63
2	Client Support Analyst Network Specialist Programmer/Analyst Programmer Analyst (GIS) Senior Support Technician Senior Support Technician (SCADA Specialist) Senior Technician – Automation Specialist Web Support Technician	$38.18	$40.30	$42.31	$44.38	$46.90
3	Economic Development Web Administrator/Developer Senior Programmer/Analyst Web Administrator/Developer	$39.90	$42.10	$44.21	$46.37	$48.99
4	Senior Network Specialist Systems Specialist	$42.91	$45.20	$47.54	$49.83	$52.70
5	Business Systems Analyst Database Administrator Database Administrator/System Specialist GIS Analyst/Administrator Project Analyst	$44.38	$46.42	$48.65	$50.97	$53.45

INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2023

LEVEL	CLASSIFICATION	STEP 1	STEP 3	STEP 3	STEP 4	STEP 5
1	SCADA Support Technician Support Technician Telecommunications Technician	$35.76	$37.78	$39.66	$41.61	$43.91
2	Client Support Analyst Network Specialist Programmer/Analyst Programmer Analyst (GIS) Senior Support Technician Senior Support Technician (SCADA Specialist) Senior Technician – Automation Specialist Web Support Technician	$39.33	$41.51	$43.58	$45.71	$48.31
3	Economic Development Web Administrator/Developer Senior Programmer/Analyst Web Administrator/Developer	$41.10	$43.36	$45.54	$47.76	$50.46
4	Senior Network Specialist Systems Specialist	$44.20	$46.56	$48.97	$51.32	$54.28
5	Business Systems Analyst Database Administrator Database Administrator/System Specialist GIS Analyst/Administrator Project Analyst	$45.71	$47.81	$50.11	$52.50	$55.05

INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2024

LEVEL	CLASSIFICATION	STEP 1	STEP 3	STEP 3	STEP 4	STEP 5
1	SCADA Support Technician Support Technician Telecommunications Technician	$36.83	$38.91	$40.85	$42.86	$45.23
2	Client Support Analyst Network Specialist Programmer/Analyst Programmer Analyst (GIS) Senior Support Technician Senior Support Technician (SCADA Specialist) Senior Technician – Automation Specialist Web Support Technician	$40.51	$42.76	$44.89	$47.08	$49.76
3	Economic Development Web Administrator/Developer Senior Programmer/Analyst Web Administrator/Developer	$42.33	$44.66	$46.91	$49.19	$51.97
4	Senior Network Specialist Systems Specialist	$45.53	$47.96	$50.44	$52.86	$55.91
5	Business Systems Analyst Database Administrator Database Administrator/System Specialist GIS Analyst/Administrator Project Analyst	$47.08	$49.24	$51.61	$54.08	$56.70

INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2025

LEVEL	CLASSIFICATION	STEP 1	STEP 3	STEP 3	STEP 4	STEP 5
1	SCADA Support Technician Support Technician Telecommunications Technician	$37.93	$40.08	$42.08	$44.15	$46.59
2	Client Support Analyst Network Specialist Programmer/Analyst Programmer Analyst (GIS) Senior Support Technician Senior Support Technician (SCADA Specialist) Senior Technician – Automation Specialist Web Support Technician	$41.73	$44.04	$46.24	$48.49	$51.25
3	Economic Development Web Administrator/Developer Senior Programmer/Analyst Web Administrator/Developer	$43.60	$46.00	$48.32	$50.67	$53.53
4	Senior Network Specialist Systems Specialist	$46.90	$49.40	$51.95	$54.45	$57.59
5	Business Systems Analyst Database Administrator Database Administrator/System Specialist GIS Analyst/Administrator Project Analyst	$48.49	$50.72	$53.16	$55.70	$58.40

INFORMATION TECHNOLOGY (IT) PAY PLAN – APRIL 1st, 2026

LEVEL	CLASSIFICATION	STEP 1	STEP 3	STEP 3	STEP 4	STEP 5
1	SCADA Support Technician Support Technician Telecommunications Technician	$39.07	$41.28	$43.34	$45.47	$47.99
2	Client Support Analyst Network Specialist Programmer/Analyst Programmer Analyst (GIS) Senior Support Technician Senior Support Technician (SCADA Specialist) Senior Technician – Automation Specialist Web Support Technician	$42.98	$45.36	$47.63	$49.94	$52.79
3	Economic Development Web Administrator/Developer Senior Programmer/Analyst Web Administrator/Developer	$44.91	$47.38	$49.77	$52.19	$55.14
4	Senior Network Specialist Systems Specialist	$48.31	$50.88	$53.51	$56.08	$59.32
5	Business Systems Analyst Database Administrator Database Administrator/System Specialist GIS Analyst/Administrator Project Analyst	$49.94	$52.24	$54.75	$57.37	$60.15

It is agreed that the incorporation of the Information Technology (IT) Pay Plan Schedule “A-1" into the 2023-2027 Collective Bargaining Agreement is contingent on the following:

(1) That the positions listed above shall be maintained at the ratings established under the Joint Rating Committee Job Evaluation Plan.

(2) That, as a result of market conditions, the above positions shall not be paid in accordance with Pay Schedule “A”, but be paid in accordance with the above Pay Schedule “A-1".

(3) That if and when market conditions change, the above positions will be re-evaluated.

(4) Employees in the classifications of System Specialist, Senior Support Technician, Senior Network Specialist, Network Specialist and Client Support Analyst will be offered Regular Standby duty on a weekly rotating basis. Should the number of Employees participating in the rotation fall below four (4), the junior Employee(s) in the above classifications who is not participating will be assigned to the schedule, to ensure a minimum rotation of four (4) Employees. Employees assigned to Regular Weekly Standby (Friday at 8:00 a.m. to the succeeding Friday at 8:00 a.m. inclusive), shall receive **TWO HUNDRED EIGHTY-ONE DOLLARS AND FIFTY-SIX CENTS ($281.56)** per week. Effective April 1st, 2024, this rate will increase to **TWO HUNDRED AND NINTEY DOLLARS AND ONE CENT (290.01).** Effective April 1st, 2025, this rate will increase to **TWO HUNDRED AND NINETY-EIGHT DOLLARS AND SEVENTY-ONE CENTS ($298.71).** Effective April 1st, 2026, this rate will increase to **THREE HUNDRED AND SEVEN DOLLARS AND SIXTY-SEVEN CENTS ($307.67)**. Transportation from the Employee's residence to the trouble site and return will be provided when the Employee is called out to work while on Standby Duty. Employees on Standby will be assigned a notebook computer and pager or cell phone when on Standby to respond to calls. Any overtime worked while on Standby will be paid pursuant to Article 13:04, Article 15:03(1), Article 15:03(2), Article 15:03(3) and Article 15:03(4).

SCHEDULE "A-2"

STUDENT EMPLOYEES

CLASSIFICATION	MARCH 31, 2023	APRIL 1, 2023	APRIL 1, 2024	APRIL 1,2025	APRIL 1, 2026
Summer Student	$15.50	$15.97	$17.05	$17.56	$18.09
Construction Services Summer Student	$15.82	$16.29	$17.05	$17.56	$18.09
Transit Summer Student	$25.31	$26.07	$26.85	$27.66	$28.49
Information Technology (IT) Summer Student	$15.82	$16.29	$17.05	$17.56	$18.09
Legal Summer Student	$15.82	$16.29	$17.05	$17.56	$18.09
Special Events Assistant Summer Student	$15.50	$15.97	$17.05	$17.56	$18.09
Traffic/Engineering Summer Student	$15.82	$16.29	$17.05	$17.56	$18.09
MEOP Engineering Summer Student	$15.82	$16.29	$17.05	$17.56	$18.09

SCHEDULE “B”

PROVISIONS SPECIFIC TO LONG TERM TEMPORARY EMPLOYEES – CHILDREN AND SOCIAL SERVICES DIVISION

B:01(1) Notwithstanding Article 11:01(5) and Article 27:04 of the Collective Bargaining Agreement, the Employer may hire and utilize Long Term Temporary Employees (hereinafter referred to as "Schedule "B" Employees") under this Schedule. Specifically, their Employment terms may extend beyond the time frames outlined in Article 11:01(5) of the Collective Bargaining Agreement without the Employee automatically ranking as Permanent. Further, Employees who move out of coverage under Schedule "B", for whatever reason, may be replaced during the Term of this Agreement.

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

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

B:03(1) **ARTICLES 9:00 AND 11:00 – Seniority and Job Postings**

Schedule “B” Seniority

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

(1) Schedule “B” Employees shall have no seniority or seniority rights under the Collective Bargaining Agreement except as hereinafter provided;

(2) Schedule “B” seniority shall be defined as the length of service (continuous and non-continuous) in the employ of the Employer within the Bargaining Unit. Schedule “B” seniority shall not accrue during time on layoff. Schedule “B” seniority shall be separate and subordinate to seniority of Permanent Employees and Part Time Employees for all purposes of the Collective Bargaining Agreement with the following exceptions:

(a) For Job Postings for the classification of Caseworker only, Article 11:01(1) shall apply except that a Schedule B Caseworker’s order of consideration shall be ahead of Regular Part Time Employees and after Permanent Full Time Employees. Specifically, if there is no applicant having the qualifications contained in the job description from amongst the Permanent Full Time Employees, then second consideration shall be given to applications from “Schedule B” Caseworkers and third consideration will be given to applications from Regular Part Time Employees. The remainder of Article 11:01(1) will then apply.

(3) Notwithstanding Article 10:01(4) of the Collective Bargaining Agreement, Schedule “B” Employees shall cease to hold Schedule “B” seniority rights and employment rights shall terminate for any of the following reasons:

(a) After twelve (12) continuous months of layoff; the other provisions of Article 10:01 apply to Schedule “B” Employees.

(4) The Employer shall maintain and post in April and October of each year, with a copy to the Local Union, a Schedule “B” Seniority List.

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

B:03(2)(a) **Limited, Schedule “B”, or Permanent Vacancies**

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

B:03(2)(b) Notwithstanding the provisions of Article 9:10(1), should a Schedule “B” Employee attain Permanent Employment status, that Employee shall be credited with all Schedule “B” seniority, and ranked on the Permanent Seniority List accordingly. His/her seniority rights can only be applied to vacancies, layoffs and recalls under this Collective Bargaining Agreement. It is expressly understood that Schedule “B” Employees who attain permanency status shall be treated as new Employees for the purposes of vacation entitlements, and other provisions of the Collective Bargaining Agreement. Pension credits shall operate in accordance with OMERS requirements and Pension Law.

B:04 **Layoffs**

Notwithstanding Article 9:05, Schedule “B” Employees shall be laid off only after all other Temporary Employees, but ahead of Permanent, Probationary and Part Time Employees as defined in the Collective Bargaining Agreement. Within the group covered by this Schedule, Schedule “B” Employees will be laid off in accordance with their Schedule “B” seniority. Schedule “B” Employees on layoff will be permitted to apply for any Job Postings within the Bargaining Unit. The Employer will provide Employees on layoff with electronic access to Job Postings on the intranet during the layoff period.

B:05 **Recalls**

Schedule “B” Employees shall be recalled, in accordance with their Schedule “B” seniority, before all other Temporary Employees on layoff, but after any Permanent, Probationary and Part Time Employees on layoff. The efficiency, knowledge and ability provisions of Article 9:01 will also apply to Schedule “B” Employees on recall.

B:06 **ARTICLE 13:00 – Specified Paid Holidays**

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

B:07 ARTICLE 14:00 – Annual Vacations

Article 14 shall not apply to Schedule “B” Employees, except as outlined in Article B:07, as follows:

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

B:07(2) Any Schedule “B” Employee with less than one (1) year of completed continuous service with the Employer by December 31st in any year during the Term of this Agreement, shall be entitled to be absent from work in the calendar year following such December 31st on a pro-rata basis of Article B:07(1), as it relates to a calendar year, and to receive pay for such absence at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation.

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

Article 14:09, Article 14:10, Article 14:11, Article 14:12(1)(b) and Article 14:12(1)(c), Article 14:12(2), and Article 14:13 of the Base Agreement apply to Schedule “B” Employees.

B:08 ARTICLES 15:06 – Annual Review and 15:08 – Continuing Policies

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

B:09 ARTICLE 16:04 – Leave of Absence

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

B:10 ARTICLE 17:00 – Pregnancy and Parental Leave

It is expressly understood that Schedule “B” Employees are not entitled to the Supplementary Unemployment Benefits defined in this Article. The other provisions of Article 17 apply to Schedule “B” Employees.

B:11 **ARTICLE 24:00 – Benefits**

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

(i) **Canada Life Comprehensive Extended Health Care**

The Eye Glass Subsidy to be **FOUR HUNDRED AND TWENTY DOLLARS ($420.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **NINETY ($90.00) DOLLARS**;

The Hearing Aid Subsidy to be **SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS** every five (5) years;

(ii) Canada Life Dental Plan No. 9, current O.D.A. Fee Schedule.

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

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

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

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

B:11(4) No other benefits outlined in Article 24 of this Collective Bargaining Agreement are applicable to Schedule "B" Employees. It is further understood that all the aforementioned Benefits and Extended Privileges apply only to Schedule "B" - Long Term Temporary Employees - Social Services.

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

B:13 **ARTICLE 27:00 – Definitions**

Article 27 - Definitions applies to Long Term Temporary Employees, and is amended for purposes of this Schedule to include the following definition:

A LONG TERM TEMPORARY (Children and Social Services) EMPLOYEE - is a Temporary Employee whose employment term can exceed the time limits outlined in Article 11:01(5) and Article 27:04 without the Employee automatically ranking as Permanent.

SCHEDULE "C"

PROVISIONS SPECIFIC TO PART TIME EMPLOYEES

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

C:01 ARTICLE 6:04 – Employee Records

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

C:02 ARTICLE 9:00 – Seniority

Seniority for Part Time Employees shall accrue for absences due to Pregnancy and/or Parental Leave, Bereavement Leave or an absence due to a disability resulting in WSIB benefits, or illness and injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the Employee's normal weekly seniority hours accrued over the proceeding qualifying twenty-six (26) weeks. A qualifying week is a week where the Employee is not absent due to vacation, Pregnancy/Parental Leave, WSIB or illness or injury that exceeds thirty (30) consecutive calendar days.

Such seniority hours will be added and counted towards seniority upon the Employee's return to work, or immediately prior to the publication of the April or October seniority lists whichever is earlier.

C:03 ARTICLE 9:03 – Probationary Period

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

C:04 ARTICLE 10:00 – Loss of Seniority and Termination of Employment

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

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

(a) Voluntary resignation;

(b) Discharge for just cause;

(c) Unavailability for work on three (3) consecutive occasions when the Employee is contacted by his/her Supervisor to appear for work unless a reasonable explanation, acceptable to the Employer, is provided by the Employee. Only one (1) occasion will be counted for the purpose of this clause per twenty-four (24)

hours, and no occasions will be counted for the purpose of this clause after twenty-four (24) hours have been worked in a week;

(d) Absent without leave for any period in excess of five (5) consecutive working days.

C:05(1) ARTICLE 11:03 – Trial Period

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

C:05(2) Article 11:01(5)(a) – Limited Position

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

C:06 ARTICLE 12:02 – Relieving In Another Rated Job

Shall apply when Part Time Employees are assigned work in another classification. When Employees are offered shifts in a classification other than their own, if accepted, the rate of the classification that is greater shall apply.

C:07 ARTICLE 13:00 – Specified Paid Holidays

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

Casual or Seasonal Part Time Employees shall receive Statutory Holiday Pay in accordance with the *Employment Standards Act*. Student Employees as defined in Article 27:05(1) shall be considered Casual or Seasonal Employees.

It is understood that should a Part Time Employee backfill in a limited Full Time position, they will be paid in accordance with the Full Time provisions of Article 13.

C:08 ARTICLE 14:00 – Annual Vacations

Shall not apply to Part Time Employees rather, Part Time Employees shall receive vacation pay in accordance with the *Employment Standards Act* or applicable legislation with each payroll cheque. Part Time Employees shall be granted, at their option, unpaid leave equivalent to their vacation pay, however their rights to scheduling vacation shall be subordinate to the rights of Full Time Employees, regardless of their level of seniority related to Full Time Employees. Should a Part Time Employee transfer to Full Time, they will in the year following be entitled to the vacation that their seniority dictates as a Full Time Employee less their accrued vacation pay received to that date.

C:09 ARTICLE 15:01 – Hours of Work

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

C:10 ARTICLE 15:02 – Breaks

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

C:11 ARTICLES 15:03(3) and 15:03(4) – Saturday Overtime and Sunday Overtime

It is expressly understood that Article 15:03(3) (Saturday overtime) and Article 15:03(4) (Sunday overtime) shall not apply to Part Time Employees.

C:12 ARTICLE 15:03(1), 15:03(2), 15:03(7), 15:03(8) and 15:04 – Overtime and Meal Allowance

Shall apply. Further, Part Time Employees shall only receive overtime pay, after having worked seven (7) hours in any day, or over thirty-five (35) hours in any work week as defined in Article 15:01(1).

C:13 ARTICLE 15:03(7) and 15:03(8) – Distribution of Overtime

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

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

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

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

C:14 ARTICLE 15:05 – Shift Differential

Shall apply, but only to Regular Part Time Employees.

C:15 ARTICLE 15:06 – Annual Review

Article 15:06 (Annual Review), shall apply to Part Time Employees save that their reviews shall be timed when their hours worked (inclusive of overtime) equate to those worked by a Full Time Employee during a twelve (12) month time period (i.e. one thousand, eight hundred and twenty (1,820) hours for classifications where Full Time incumbents work thirty-five (35) hours per week or two thousand and eighty (2,080) hours for classifications where Full Time incumbents work forty (40) hours per week). The “January/July” language with respect to the scheduling of reviews shall not apply to Part Time Employees.

C:16 ARTICLES 17:00 – Pregnancy and Parental Leave

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

C:17 ARTICLES 20:06(2) and 20:06(3) – Revised Reporting Locations

Shall not apply to Part time Employees.

C:18 ARTICLE 20:08 – Safety Footwear

Effective April 1st, 2024, the Safety Footwear Subsidy for Part Time Employees as determined by the *Occupational Health and Safety Act*, as amended and regulations for Construction Projects, will be in the amount of **THREE HUNDRED DOLLARS ($300.00)** every three (3) years and will be paid out as a "non-taxable allowance" on the first full pay period in May of each year. The wearing of safety boots or safety shoes must also be in conformance the CGS Safety Rules. It is acknowledged that this allowance is not subject to a general wage increase.

C:19 ARTICLES 24:00 AND 16:08 – Canada Life(Or Equivalent) Insurance Coverage – Hospital Medical And Dental Benefits And Group Life Insurance Coverage and Sick Leave

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

C:20 ARTICLE 16:09 – Bereavement Leave

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

C:21 ARTICLE 27:00 – Definitions

The definitions in Article 27:01 (Permanent Employee), Article 27:02 (Probationary Full Time Employee), Article 27:04 (Temporary Employee), and Article 27:05 (Student Employee), shall not apply to Part Time Employees. Rather, definitions in Article 27:03(1) and Article 27:03(2) shall apply.

SCHEDULE "D"

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

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

D:01 Bank Time – Time Off in Lieu of Overtime Pay

Permanent Full Time Employees in the Project Engineering, Engineering Administration, Development Engineering, Construction Services and Building Services Sections are required to indicate their intention to participate in the Program to their Immediate Supervisor by the end of March each year.

(1) An Employee must decide whether to participate prior to the implementation date of the plan as stipulated above.

(2) The maximum accrual of Bank Time is to be three (3) calendar weeks with the following exceptions: six (6) calendar weeks for Employees of the Construction Services Section), six (6) or eight (8) calendar weeks for Field Inspectors in the Construction Services Section and one (1) week for the Employees of Engineering Administration, being Monday to Friday inclusive, based on the Employee's basic work week hours or additional weeks as may be mutually agreed upon by the Employer and the Union.

(3) Bank Time shall be taken in off-peak periods as determined by the respective Senior Management Team Member or his/her designate. Bank Time may be used to top up approved WI benefits. The use of Bank Time may be taken during peak times on an exception basis, with mutual agreement between an Employee and supervisor.

(4) Selection of Bank Time periods within the off-peak periods shall be through mutual agreement. Failure to reach agreement for the utilization of Bank Time shall result in the Employee being paid for the unused Bank Time within two (2) Pay Periods from the date of disagreement.

(5) Off-peak periods for the Project Engineering Section and Development Engineering Section shall be from the last Monday in October to the last Friday in February the following calendar year. Off-peak periods shall be the last Monday in November each year to the last Friday in March of each year for Building Services and Construction Services. Off-peak periods for Engineering Administration Section shall be from the first Monday in October to the last Friday in December. Bank Time must be taken only during off-peak periods, unless mutual agreement between the Employee and supervisor is obtained. Cash payouts may occur quarterly if an Employee so requests by February 1st, May 1st, August 1st, and/or November 1st. Any remaining time not taken by April 1st will be

paid out per item (6), below. It is understood that Employees requesting a cash payout can continue to bank time throughout the year.

(6) With reference to Item (4) above, pay in lieu of Bank Time not used shall be on a straight time basis as per the rate of pay at the time of accrual. Any overtime worked while on Standby will be paid pursuant to Article 13:04 and Article 15:03(2), Article 15:03(3) and Article 15:03(4)

(7) The Section Supervisor shall keep a record of the number of hours of overtime accrued and the applicable rates of pay for those hours. Employees who take their Bank Time off during off-peak periods shall be paid at their current rate of pay.

(8) Employees who receive pay for any unused Bank Time shall be paid at the rate of pay in effect at the time of its accrual.

(9) Each Field Inspector choosing to bank more than two hundred and forty (240) hours must use any banked hours in excess of two hundred and forty (240) hours during the Christmas Shutdown Period for Field Inspection. The Christmas Shutdown Period will run from the date in December which allows for the use of up to eighty (80) hours of Bank Time concluding on December 31st of each year. Should a Field Inspector be unable to bank sufficient hours in any given calendar year (i.e. they are absent from work), they will be able to work during the Christmas Shutdown period.

(10) Notwithstanding Article D:01(5), Field Inspectors who choose to bank more than two hundred and forty (240) and who request a payout must utilize any hours in excess of two hundred and forty (240) hours during the Christmas shutdown period.

D:02 Construction Services – Limited Job Postings for Peak Periods

Notwithstanding Article 11:01(5) it is agreed and understood for the months of April 1st to November 30th the Employer shall fill any additional job classifications which may be required to augment the existing Construction Services establishment, for any period in excess of three (3) continuous calendar weeks' duration, through a Limited Job Posting. Should such duration of job requirements be for a period of less than three (3) calendar weeks, then the provisions of Article 12:01 shall apply.

The Parties agree that for the classifications of Field Inspector, Junior Field Inspector, Rodperson and Instrumentperson, the Employer may post for the full duration of this Peak Period (i.e. eight (8) months) and that all subsequent back-fills shall be posted for the same duration.

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

Notwithstanding Article 15:03(6), in the Construction Services Section, Probationary or Temporary Employees may be considered first for overtime work required in the completion of a work day.

D:03 Building Services Polling for Limited Vacancies

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

D:04 Hours of Employ

All newly hired Employees, save and except Employees of the Construction Services Section, shall have a basic work week of thirty-five (35) hours, as provided under Article 15:01(1), unless otherwise agreed upon by both Parties.

All newly hired Employees in the Construction Services Section shall have a basic work week of forty (40) hours as provided under Article 15:01(2), unless otherwise agreed to by both Parties. Further, Employees in the Construction Services Sections may work from 7:00 a.m. to 3:30 p.m. five (5) days per week, Monday to Friday, from the first Monday of June until Labour Day. Field Inspectors and Junior Field Inspectors may work between the hours of 6:30 a.m. and 3:30 p.m. five (5 days) per week, Monday to Friday, from the first Monday of June until Labour Day.

Shift differentials will not apply to the adjusted daily hours of work. The Manager of Construction Services must provide 72 hours notice to Employees regarding a change to a start time.

D:05 Summer Construction Season Flexible Hours for Field Inspectors and Junior Field Inspectors

Employees in the classification of Field Inspector and Junior Field Inspector shall have a flexible start time in the summer construction season which shall comprise a period of seven (7) continuous months commencing on May 1st and ending not later than November 30th each year.

Field Inspectors and Junior Field Inspectors will work an eight (8) hour day Monday to Friday with a one-half (½)hour unpaid lunch allotted therein. During the summer construction season noted above, Article 15:01(2) shall not apply and the daily schedule may be adjusted by the Manager of Construction Services to start as early as 6:00 a.m. or start as late as 1:00 p.m. as long as one (1) week of notice is provided to the Employee. It is understood that shift premiums per Article 15:05(1) shall apply. Where an Employee is not given one (1) week of notice prior to such an adjustment, they will be paid time and one-half (1 ½) for hours worked on the shifts within the one (1) week notice period.

Notwithstanding the above and Article 15:01(2), a single Field Inspector may be assigned to a construction project that is required to be completed during the night with a

minimum of one (1) weeks' notice. When so assigned, all hours worked will be at straight time and shift premiums outlined in Article 15:05(1) shall apply. The Employer shall canvass by seniority to populate any night shift, when such a shift is required, and if no Employee accepts the Employer shall assign the most junior Employee. It is acknowledged that this language is only applicable for maximum of two (2) projects per construction season.

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

D:06 <u>Standby for Field Inspectors</u>

The Parties agree to implement the following standby procedure for the construction season. The construction season will begin no earlier than April 1st each year and will end no later than November 30th each year. The Employer will implement the standby rotation based on operational requirements.

(1) Employees in the classification of Field Inspector will be offered regular standby duty on a weekly rotating basis.

(2) Effective July 11th, 2023, Employees participating in the Standby rotation (Friday at 4:30 p.m. to the following Friday at 8:00 a.m.) shall receive **TWO HUNDRED AND EIGHTY-ONE DOLLARS AND FIFTY-SIX CENTS ($281.56)**.

Effective April 1st, 2024, the Standby rate will increase to **TWO HUNDRED AND NINETY DOLLARS AND ONE CENT ($290.01).**

Effective April 1st, 2025, the Standby rate will increase to **TWO HUNDRED AND NINETY-EIGHT DOLLARS AND SEVENTY-ONE CENTS (298.71).**

Effective April 1st, 2026, the Standby rate will increase to **THREE HUNDRED AND SEVEN DOLLARS AND SIXTY-SEVEN CENTS ($307.67)**.

(3) Employees on standby rotation will be provided with an Employer phone to respond to calls.

(4) Employees will be provided with a CGS vehicle for the week they are on standby. The vehicle will be used by the Employee to drive to and from work, and for responding to calls after hours if required.

(5) Any overtime worked to attend at a trouble site will be paid pursuant to Article 13:04, Article 15:03(1), Article 15:03(2), Article 15:03(3) and Article 15:03(4).

(6) The opportunity to participate in the standby rotation will be offered to all Field Inspectors. Standby assignment will be distributed as equitably as possible amongst all Employees who choose to participate.

(7) Permanent Full Time Field Inspectors will be canvassed first, by seniority, to select their preferred standby week(s).

(8) Once all Permanent Full Time Field Inspectors have chosen their preferred standby week(s), Part Time and Temporary Field Inspectors will be offered the remaining weeks.

(9) The number of weeks available to each Employee will depend on the number of Employees who sign up to participate.

(10) Employees on standby will be required to be reachable by phone at all times during their standby week and able to respond to a trouble site when required.

(11) The Parties agree that if there are any remaining weeks once all Employees have been canvassed, the Employer shall assign Temporary Field Inspectors to these remaining weeks.

D:07 The Employer shall purchase and supply reflective three (3) in one (1) jackets for Permanent and Temporary Field Inspectors, Junior Field Inspectors, Instrumentpersons, Rodpersons, Soils Testing Technicians and Soils Testing Assistants once every three (3) years.

The Employer agrees to supply, annually, raincoats and rubber boots to those Construction Services Employees expected to work in wet, inclement conditions.

SCHEDULE "E"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE LEISURE SERVICES DIVISION

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

E:01 Work Schedule

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

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

E:02 Banking of Overtime

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

It is further agreed and understood that any such accumulated time not taken by December 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 15:03.

E:03 Specified Paid Holidays

When a holiday described in Article 13 of this Agreement occurs on a Monday and if Monday is the Facility Pool Operator's regular day off, the Facility Pool Operator concerned shall have the following options:

(1) Take the following day (Tuesday) off by mutual agreement;

(2) Be paid seven (7) hours for the holiday;

(3) Bank seven (7) hours for future use.

E:04 **Bathing Suit Subsidy and Clothing Provision**

An annual Bathing Suit subsidy of **ONE HUNDRED AND FIFTY-NINE DOLLARS AND NINETY-EIGHT CENTS ($159.98)** will be paid out on the first (1st) full pay period in May of each year to Permanent Full Time Employees under this Schedule whose duties require that they wear a bathing suit on a daily basis. In addition, the Employer will provide these Employees a Sweat Suit and two (2) Tank Tops annually.

Effective July 11th, 2023, the Bathing Suit subsidy will increase to **ONE HUNDRED AND SIXTY-FOUR DOLLARS AND SEVENTY-EIGHT CENTS ($164.78)**.

Effective April 1st, 2024, the Bathing Suit subsidy will increase to **ONE HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-TWO CENTS ($169.72)**.

Effective April 1st, 2025, the Bathing Suit subsidy will increase to **ONE HUNDRED SEVENTY-FOUR DOLLARS AND EIGHTY-ONE CENTS ($174.81)**.

Effective April 1st, 2026, the Bathing Suit subsidy will increase to **ONE HUNDRED EIGHTY DOLLARS AND FIVE CENTS ($180.05)**.

An annual Bathing Suit subsidy of **FIFTY ($50.00) DOLLARS** will be paid out on the first (1st) full pay in May of each year to Regular and Casual Part Time Employees under this Schedule whose duties require that they wear a bathing suit.

Effective July 11th, 2023, the Bathing Suit subsidy will increase to **FIFTY-ONE DOLLARS AND FIFTY CENTS ($51.50)**.

Effective April 1st, 2024, the Bathing Suit subsidy will increase to-**FIFTY-THREE DOLLARS AND FIVE CENTS ($53.05)**.

Effective April 1st, 2025, the Bathing Suit subsidy will increase to **FIFTY-FOUR DOLLARS AND SIXTY-FOUR CENTS ($54.64)**.

Effective April 1st, 2026, the Bathing Suit subsidy will increase to **FIFTY-SIX DOLLARS AND TWENTY-EIGHT CENTS ($56.28)**.

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

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

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

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

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

E:05(e) Article 15:01, Article 15:03(3), Article 15:03(4) and Article 15:05 shall not apply. Rather, the Employees specified in Article E:05(a) shall receive a Sunday Differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2.66)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective July 11th, 2023, the Sunday Shift Differential will increase to **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74)**.

Effective April 1st, 2024, the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82).**

Effective April 1st, 2025, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY CENTS ($2.90).**

Effective April 1st, 2026, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99).**

E:06 Limited Job Postings at Onaping Pool

The Parties agree to modify Article 11:01(5)(a) for Full Time limited jobs for Facility Pool Operators at the Onaping Pool. These limited positions may be for a limited duration not exceeding ten (10) months or such longer period as may be mutually agreed upon between the Employer and the Union.

E:07 Program Assistant/Janitor – Millennium Centre

The incumbent (s) in this classification shall work seven (7) hours in a day for five (5) days in the period Monday to Friday for a thirty-five (35) hour work week. The hours of work will be between the hours of 8:00 a.m. and 10:00 p.m. as required by operational need. There will be a minimum one-half (½) hour unpaid meal period allotted in each day. It is understood that the seven (7) hours per day of scheduled work (exclusive of the meal period) may not be consecutive (i.e. the incumbent (s) may be required to work split shifts). In the event programs are scheduled on Saturday, the hours of work indicated above may be adjusted for the Program Assistant/Janitor in order to cover these scheduled hours by reducing the daily hours during another work day based on operational need. The Program Assistant/Janitor will be eligible for evening shift differentials per Article 15:05. It is agreed and understood that Article 15:03(3) (time and a half for Saturday work) shall not apply. It is understood that the incumbent will receive eleven (11) hours free from work in each day. This agreement shall not restrict the right of the Employer to re-organize its operation at Millennium Centre.

E:08 Special Events Officer

During the delivery of special events, Article 15:01 shall not apply, rather, Employees in the classification of Special Events Officer will work seven (7) consecutive hours per day for five (5) days per pay week between the hours of 8:00 a.m. and 1:00 a.m. with a

one (1) hour unpaid lunch allotted therein making a thirty-five (35) hour work week. Article 15:03(3) (work on Saturday), Article 15:03(4) (work on Sunday), and Article 15:05 (Shift Differentials) shall not apply. Rather, the Special Events Officer shall receive a Sunday Shift Differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2. 66)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply. It is understood that the incumbent will receive eleven (11) hours free from work in each day.

Effective July 11th, 2023, the Sunday Shift Differential will increase **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74)**.

Effective April 1st, 2024, the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82).**

Effective April 1st, 2025, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY CENTS ($2.90).**

Effective April 1st, 2026, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99).**

E:09 **Polling for Regular Part Time Employees**

Notwithstanding that Article 11:06 applies generally to Permanent Employees holding permanent classifications, Regular Part Time Employees holding the classification of Assistant Pool Operator, Facility Clerk Receptionist and Receptionist in another depot, even those in another Limited posting at the time of the vacancy, will be polled in order of seniority to move to the reporting depot containing the vacancy, and the last vacancy created by said polling will subsequently be posted.

E:10 The Parties agree that Facility Clerk Receptionists and Receptionists work a shift schedule within the meaning of Article 15:05 and, as such, are entitled to shift differentials.

E:11 **Conversion of Seasonal Status for Inside Unit Swim Instructor/Lifeguards**

The Employer commits to eliminate the seasonal status of Swim Instructor/Lifeguards and post the vacancies as casual at the beginning of the next season following ratification. The Parties agree that the conversion to casual status does not restrict the right to regularly schedule the incumbents in the above noted classification.

SCHEDULE "F"

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

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

F:02 **Market Square Officer**

The Parties agree to the following details for the job classification Market Square Officer. During the peak Market Square operating period of approximately June 1 to October 31, Article 15:01 will not apply, rather, the Market Square Officer will work Wednesday to Sunday between the hours of 7:00 a.m. and 4:30 p.m. with a one (1) hour unpaid lunch period. The incumbent(s) in this classification shall work seven (7) hours in a day for a thirty-five (35) hour work week. Article 15:03(3), Article 15:03(4) and Article 15:05 shall not apply to the incumbent(s) in this position, rather a Sunday differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2.66) CENTS** for Sunday regular hours of work shall apply. It is agreed that this differential will not apply for hours worked at overtime or premium rates.

Effective July 11th, 2023, the Sunday Shift Differential will increase to **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74)**.

Effective April 1st, 2024, the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82).**

Effective April 1st, 2025, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY CENTS ($2.90).**

Effective April 1st, 2026, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99).**

It is also agreed that the Market Square Officer will be granted time off in lieu of overtime or Specified Paid Holiday pay as mutually agreed upon at the appropriate overtime/premium rate times the actual hours worked, with any outstanding balance remaining at December 31 paid out by the Employer in accordance with the provisions of Article 15:03. It is understood that the incumbent will receive eleven (11) hours free from work in each day.

F:03 Notwithstanding Article 15:01(1), Employees working in the Regional Business Centre in the classifications of Junior Business Officer, Research Officer, Small Business Consultant, Youth Strategy Co-ordinator and Business Information and Communication Officer may be scheduled to work eight (8) hours between the hours of 8:00 a.m. and 7:00 p.m. Monday through Thursday, inclusive of a one (1) hour unpaid lunch, in order to provide core services to the clients. No Employee will be scheduled to work more than one (1) afternoon shift a month.

It is understood that Employees will be paid shift differential in accordance with Article 15:05(1).

F:04 Museum Employees

Article 15:01(1) shall not apply to Employees in Museums. The normal hours of work for these Employees shall be as follows:

Monday to Friday	between 8:00 a.m. and 9:30 p.m.
Saturday and Sunday	between 8:00 a.m. and 6:00 p.m.

The Curator and Curatorial Assistant shall work five (5) consecutive days between Saturday and Friday, consisting of eight (8) consecutive hours per day exclusive of a one-half (½) hour lunch period (forty (40) hour work week).

Both Parties recognize the difficulty of arranging flexible working hours for Employees in Museums. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Employee and his/her immediate Supervisor.

The Employer will make every reasonable effort to schedule Full Time Museum Employees to work no more than two (2) weekends which shall be consecutive in a six (6) consecutive week period.

SCHEDULE "G"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE EMERGENCY SERVICES DEPARTMENT

All articles of the Collective Bargaining Agreement shall apply to Employees working as a Primary Care Paramedic, an Advanced Care Paramedic, Community Paramedic – ACP, Community Paramedic – PCP, a Platoon Trainer, a Logistics Co-ordinator, a Lead Equipment/Vehicle Technician or an Emergency Vehicle Technician in the Emergency Services Division (ES) except as follows:

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

G:02 **Treatment of Service and Seniority**

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

G:02(2) **Polling**

Article 11:06 shall not apply to Schedule "G" Employees.

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

The Employer is not required to post Limited vacancies for specific classifications in Community Safety. Instead, Limited vacancies will be offered to the most senior Part Time Employee in the respective classification (PCP, ACP or EVT). As Permanent Employees return to work, Part Time Employees will be returned to the part time pool by reverse seniority. If there are no Part Time Employees in the relevant classification at the time of the Limited vacancy, the Employer will post to fill the vacancy.

The Employer will notify the Union, in writing, of the names of Part Time Employees who are moved into a Limited position when they move to the vacancy and again when the Part Time Employee returns to the Part Time pool.

The Employer will continue to post all Permanent vacancies.

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

The Employee will provide the Employer with medical documentation specifying the date on which the Employee will no longer be able to perform the essential duties of her

position due to pregnancy. The Employee will also provide written documentation stating the approximate date the Employee will begin her pregnancy leave. The Employee will still be required to comply with Article 17:02 for purposes of confirming the official start date of her pregnancy leave.

G:02(3)(c) Part Time Employees filling a limited vacancy for greater than one continuous year shall be provided the Safety Footwear Subsidy on an annual basis in accordance with Article 20:08 rather than Schedule C:18.

G:02(4) **Public Complaints**

Article 6:08 shall apply to Schedule "G" Employees save and except for complaints related to patient care.

G:03 **ARTICLE 13:00 – Specified Paid Holidays**

Article 13 applies with the following exceptions:

G:03(1) Employees in ES shall abide by the master schedule regarding the holidays identified in Article 13:01(1) of the Collective Bargaining Agreement. The paid holiday shall be the twenty-four (24) hour period comprising the holiday regardless of when the shift starts and ends.

G:03(2) Employees in ES whose regular shift falls wholly or partially on a holiday as identified in Article 13:01(1) shall be paid at time and one-half (1½) their regular rate for those hours falling in the holiday. In addition, Employees will be given the option of receiving payment for those hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the current rate.

G:03(2)(i) In addition, when a Specified Paid Holiday falls on an Employee's regular day off, they will be given the option of receiving payment of eight (8) hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the current rate.

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

G:03(4) Article 13:04 does not apply to Employees employed in ES.

G:04 **ARTICLE 14:00 – Annual Vacations**

Article 14 applies but for the purpose of administration of annual vacations, the vacation entitlement as outlined in Article 14 will be defined in hours. (i.e. three (3) calendar weeks equates to one hundred and twenty (120) hours).

G:05 ARTICLE 15:00 – Hours of Work

Notwithstanding Article 15:01, the following provisions will apply to all Full Time Employees employed in ES and replaces the applicable sections in the Collective Bargaining Agreement:

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

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

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

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

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

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

G:05(3) The Employer shall endeavour wherever practicable to schedule Employees so that Employees will have every second weekend off. If the Employer implements any other schedule other than a twelve (12) hour shift schedule, the above provision with respect to consecutive shifts does not apply.

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

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

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

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

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

G:05(9) **Shift Schedules and Training**

When the Employer schedules an eight (8) hour training program, Employees will be scheduled to attend when on regular day off:

(a) Where there is mutual agreement, an Employee may choose to receive twelve (12) hours pay at the Employee's basic hourly rate or bank time twelve (12) hours in lieu.

(b) By November 15th of the calendar year the Employee must obtain approval for the extra hours to be used/scheduled by December 31st, any such hours remaining to the Employee's credit shall be paid at the Employee's basic hourly rate.

The Employer will schedule a minimum eight (8) hour day except where the training schedule is delivered by a third party in which case the Employer will endeavor to augment the training session in order to schedule a minimum eight (8) hour day. Notwithstanding, training related to driver training/remediation and/or remedial skills training may be scheduled for no less than four (4) hours.

Notwithstanding the above, an Employee may request in writing to train on their regularly scheduled day of work. Upon approval by the Employer, it is understood that the individual's regular hours of work will be amended to an eight (8) hour day and the Employee will not accumulate equalization hours.

G:06 **ARTICLE 15:04 – Meal Allowance**

G:06(1) Article 15:04 shall not apply to Employees in ES. Due to the nature of Emergency Services the meal period will be paid as Employees need to respond to calls if necessary during their meal period. All meal periods shall be a one-half (½) hour continuous period, shall be paid, and shall be uninterrupted except for Code 3, 4, and 8 call as determined by CACC. In the event an Employee is called out during his/her meal period he/she shall be assigned a one-half (½) hour continuous meal period immediately following the initial interruption, except if required for Code 3, 4, and Code 8 calls.

G:06(2) The first meal period shall start no sooner than four (4) hours from the start of the shift and no later than five (5) hours from the start of the shift. If Employees do not receive their first meal period within five (5) hours of the commencement of their shift they will immediately notify the on duty Platoon Superintendent. If Employees do not receive their first meal period within six (6) hours of the start of the shift, they will be entitled to Meal Allowance of **TWENTY DOLLARS ($20.00).**

G:06(3) When working on twelve (12) hour shifts, the second meal period shall start no sooner than nine (9) hours from the start of the shift and no later than ten (10) hours from the start of the shift. If Employees do not receive their second meal period within ten (10) hours of the commencement of their shift, they will immediately notify the on duty Platoon Superintendent. If Employees do not receive their second meal period within eleven (11) hours of the commencement of their shift, they will be entitled to meal allowance specified in G:06(2).

G:07 <u>ARTICLE 15:02 – Breaks</u>

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

G:08 <u>ARTICLES 15:03(3) and 15:03(4) – Work on the Weekend</u>

Article 15:03(3) and Article 15:03(4) do not apply to any Employee in ES. Rather, for all Employees who work on a Saturday or Sunday, such shift will be paid at a regular rate of pay unless such shift qualifies for overtime in accordance with this Schedule. Employees in ES shall receive a Sunday Differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2.66)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective July 11th, 2023, the Sunday Shift Differential will increase to **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74)**.

Effective April 1st, 2024, the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82).**

Effective April 1st**, 2025**, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY CENTS ($2.90).**

Effective April 1st, 2026, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99).**

G:09 <u>ARTICLE 15:03 – Overtime</u>

Article 15:03 does not apply to ES and is replaced with the following:

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

(a) The overtime rate will be paid for any authorized period of work that is longer than five (5) minutes and will be calculated upwards to the nearest half-hour (½) when performed on a scheduled working day in addition to the regular working period. It is agreed and understood that calls from Dispatch or the Employer constitute authorized periods of work.

(b) When the Employer determines that an overtime shift is to be worked, it shall be assigned to meet operational requirements and distributed over the calendar year as equitably as possible. In accordance with operational requirements and level of care (where applicable), Full Time Employees within classification will be offered overtime work prior to the work being offered to Part Time Employees within classification at overtime rates. Overtime outside the classification will be in accordance with Article 15:03(8)

(c) Time off in lieu may be taken on a mutually agreed upon basis between the Employee and the Employer. Such time off will be the equivalent of the premium rate the Employee has earned for working overtime. Employees will be allowed to accumulate overtime up to a maximum of eighty-four (84) hours at any time. All accumulated overtime must be utilized or paid by December 31st of that calendar year. Bank Time may be used to top up approved WI benefits.

(d) Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

G:10 <u>Call Out</u>

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

G:11 <u>Reporting Pay</u>

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

G:12 <u>ARTICLE 15:05 – Shift Differentials</u>

Article 15:05 shall be defined as follows with the respective shift premiums to apply and be paid for all hours worked within the respective time period as follows:

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

G:13 **ARTICLE 16:05 – Jury and Witness Duty Leave**

Article 16:05 applies with the following amendments:

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

G:14 **ARTICLE 20:06 – Revised Reporting Locations**

Article 20:06 shall not apply to those Employees employed in the ES and replaced with the following: The Employer may require Employees to transfer between stations after a shift has started. In the event this is required, the Employer shall provide transportation to and from the station to which the Employee is reassigned. It is understood that travelling to and from the station to which he/she is transferred will be paid as time worked. When an Employee is detailed to change his/her Reporting Depot without forty-eight (48) hours notice, the Employee shall be paid a flat fee of **THIRTY DOLLARS ($30.00)** in lieu of all other compensation for the late change of Reporting Depot.

Effective July 11th, 2023, the flat fee will increase to **THIRTY DOLLARS ($30.00).**

Effective April 1st, 2024, the flat fee will increase to **THIRTY DOLLARS AND NINETY CENTS ($30.90).**

Effective April 1st, 2025, the flat fee will increase to **THIRTY-ONE DOLLARS AND EIGHTY-THREE CENTS ($31.83).**

Effective April 1st, 2026, the flat fee will increase to **THIRTY-TWO DOLLARS AND SEVENTY-EIGHT CENTS ($32.78)**

G:15 **ARTICLE 20:08 – Safety Footwear**

G:15(1) Article 20:08 does apply to those Employees employed in ES and is supplemented with the following:

Full Time and Part Time Employees will be issued the following uniform items upon their initial hire:

Initial Employee Uniform Issue	Full Time	Part Time	Point Value
Uniform Shirt	6	4	50
Wicking Mock Neck Shirt or Cotton	6	4	25
T shirt	6	4	8
Tactical Uniform Pant	4	3	80
Uniform Ambulance Belt	1	1	30
Lapel Microphone Holder	1	1	5
Scissor Pouch	1	1	30
Pen-Light	1	1	7
Winter Toque	1	1	15
Summer Hat	1	1	30
Hi-Visibility Fleece Shirt	1	1	75
Uniform Gear Bag	1	1	75
Uniform Epaulettes	3 pr.	2 pr.	15
Dress Uniform Dress Cap	1		80
Dress Uniform Tunic	1		350
Dress Uniform Pant	1		100
Dress Uniform White Shirt	1		45
Dress Uniform Tie	1		10
White Parade Gloves	1		10
Stethoscope	1		195

G: 15(2) **Uniform and Equipment Replacement**

Employees will earn points commencing in the month of hire on a pro-rated basis to be utilized in the following year towards the replacement of needed uniform items as determined by the Employee. The value of a single point is equal to one (1) dollar against the cost of replacement uniform items.

The Employer will maintain an approved uniform list and make the current list available to staff from which they may select replacement uniform items. The Employer determines approved uniform items and may add or remove approved uniform items from the list available to the Employee for replacement at its sole discretion.

The Employer may mandate an Employee replace uniform items that have excessive wear and tear and the Employee's points will apply to this replacement requirement. Any uniforms that are damaged in the performance of their duties will be replaced by the Employer.

All uniform issued remains the property of the Employer and must be returned to the Employer upon termination of employment.

G:15(3) **Earning Points**

Regular Full Time Employees will be provided five hundred (500) points for each full year of work. These points will be provided on the Employee's annual review date.

Employees must have performed paramedic duties during the review period in order to obtain the uniform points. Should an Employee return to work following a Leave of Absence greater than one (1) year, they shall be provided with their allotted points to purchase a new uniform.

Regular Part Time Employees will commence earning points upon hire at the rate of three point five (3.5) points for each shift twelve (12) hours worked. Employee's points will accrue to be used in the following year they were accrued. The Employer will advise the Part Time Employee of the points accrued in January of each year.

Part Time Employees cannot earn more points than a Full Time Employee.

Points cannot be carried over from year to year.

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

- Uniform Shirt
- Four Season Coat
- Over Pant
- Tactical Pant

Note: Employees will purchase their own safety footwear, subject to ES specifications, and receive the subsidy as outlined in Article 20:08 of the Collective Bargaining Agreement. Regular Part Time ES Employees will also be eligible for this subsidy, once every three (3) years

G:16 ARTICLE 20:10 – No Lost Time For Driving Infractions

The following provision is added to Article 20:10: Where an Employee in ES is charged with an offence under the *Highway Traffic Act* arising out of an act or acts done in the performance of his/her duties and is found not-guilty and assessed by the Chief Administrative Officer to have followed all of the rules and procedures associated with their duties, then the Employer will provide reasonable legal representation to the Employee in resolving these charges through the courts. All other payment of costs incurred in defending and settling actions brought against an Employee as a result of performance of his/her duties will be in accordance with the former Regional By-Law 91-381 which has been adopted by CGS.

G:17 Personal Protective Equipment

Personal Protective Equipment is determined by the Employer and will be issued to each new Employee (e.g. Layered Four Season Coat, Water/Wind Proof Over Pant, Helmet, Safety Glasses, Gloves, etc.). The Employee is responsible to safeguard this equipment from damage and loss and utilize this PPE in accordance with the OHSA and City Policy. The replacement of PPE shall be on an as-needed basis. Employees may be required to provide evidence of the need for replacement by turning in the old issue being replaced.

All Personal Protective Equipment remains the property of the Employer and must be returned to the Employer upon termination of employment.

G:18 Delivery of Pay Slips

Article 23:01 shall apply to Schedule “G” Employees, save that pay slips will not be delivered to staff, but shall be made available at ES Headquarters for pickup.

G:19 ARTICLE 24:01 - WI Days

Article 24:01(1)(h) applies with the following addition: the six (6) Weekly Indemnity Banked Days shall be converted to hours, based on twelve (12) hours per day for a total entitlement of seventy-two (72) hours.

G:20 Part Time Employees

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

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

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

G:02 Treatment of Service and Seniority
G:05(6, 7, 8) Shift Exchange
G:06 Meal Periods
G:07 Rest Periods
G:08 Work on the Weekend
G:09 Overtime
G:11 Reporting Pay
G:12 Shift Differentials
G:15 Uniforms
G:16 No Lost Time for Driving Infractions
G:17 Personal Protective Equipment

G:20(3) Part Time ES Scheduling

Article C:04(c) (Unavailability for Work) shall not apply to Part Time ES Employees, rather, the following will apply: Part Time ES Employees with a seniority date on or before the date of ratification will be required to work (or have been scheduled and had the shift(s) cancelled) a minimum of ten (10) shifts within each three (3) month period/quarter of the calendar year, except when on approved Leave of Absence. Part Time ES Employees who fail to meet this test shall lose seniority under this Agreement and be released from employment.

All Part Time ACP and PCP Employees hired on or after the date of ratification of the 2016 Collective Bargaining Agreement may be scheduled up to twenty-four (24) hours per week in accordance with Article G:20(6) or up to forty-eight (48) hours in accordance with Article G:20(7). Article C:04 shall apply for Part Time ACP and PCP Employees hired on or after the date of ratification 2016. However, no Part Time Employee will be regularly scheduled to work more than two (2) weekends in a month and the provisions of Article C:04(c) shall not apply to the remaining weekends in the month (i.e. Friday beginning at 2:00 p.m. through to Monday at 12:00 a.m.).

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

G:20(5) Article C:15 of Schedule ”C” (Annual Review), shall apply to Part Time Employees save that their reviews shall be timed when their hours worked equate to those worked by a Full Time Employee in ES during a twelve (12) month time period (i.e. two thousand and eighty (2080) hours).

G:20(6) Article C:09 shall apply save that the normal work period shall not be more than forty-eight (48) hours within a two (2) week pay period.

G:20(7) Article C:09 of Schedule “C” (Hours of Work) shall apply, save that it is understood that Part Time ES Employees may be scheduled to work over twenty-four (24) hours up to forty-eight (48) hours per week without violating the Collective Bargaining Agreement when filling vacancies created by Full Time Employees away due to accident, injury, sickness, vacation, or leave of absence.

G:21 <u>On-Call Duty</u>

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

(a) a recall to the work place, or

(b) the performance of other work as required.

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

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

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

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

G:21(5) Where an Employee is required to be on-call, he/she shall receive **TWO DOLLARS AND NINETY-SEVEN CENTS ($2.97)** per hour for all hours that he/she is required to be on-call. If applicable, call out, reporting pay or overtime pay shall apply.

Effective July 11th, 2023, this amount will increase to **THREE DOLLARS AND SIX CENTS ($3.06).**

Effective April 1st, 2024, this amount will increase to **THREE DOLLARS AND FIFTEEN CENTS ($3.15).**

Effective April 1st, 2025, this amount will increase to **THREE DOLLARS AND TWENTY-FOUR CENTS ($3.24).**

Effective April 1st, 2026, this amount will increase to **THREE DOLLARS AND THIRTY-FOUR CENTS ($3.34).**

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

G:22 **Employment Stability**

The Parties agree that should an Employee be deactivated as a result of an approved Leave of Absence (e.g. WI, WSIB, etc.), then desire to return to active employment, that the Employer will endeavour to provide alternative work for that Employee, for a period up to six (6) weeks, in order to provide the Employee an opportunity to maintain earnings while attempting to become reactivated. If no alternative work is available, the Employee will be placed on Personal Leave of Absence for a maximum of ninety (90) days, to allow the Employee time to attempt to get reactivated. Consideration of decertified Employees for the alternative work/Leave of Absence provisions contained in this Article shall be at the sole discretion of the Employer.

G:23 The Employee in the classification of Emergency Management Officer will be offered Standby duty when required.

Effective July 11th, 2023, this rate will increase to **TWO HUNDRED AND EIGHTY-ONE DOLLARS AND FIFTY-SIX CENTS ($281.56)**.

Effective April 1st, **2024**, this rate will increase to **TWO HUNDRED AND NINETY DOLLARS AND ONE CENT ($290.01)**.

Effective April 1st, 2025, this rate will increase to **TWO HUNDRED AND NINETY-EIGHT DOLLARS AND SEVENTY-ONE CENTS ($298.71).**

Effective April 1st, 2026, this rate will increase to **THREE HUNDRED AND SEVEN DOLLARS AND SIXTY-SEVEN CENTS ($307.67).**

Any overtime worked while on Standby will be paid pursuant to Article 13:04, Article 15:03(3), and Article 15:03(4). Relieving will also be paid pursuant to Article 12:03 if appropriate.

G:24 Station Postings

The Parties agree to review the Union's desire for ES Employees to bid/rotate through reporting depots on regular intervals, within the context of the Employer's desires to achieve the following via station rotation: skills maintenance/utilization, address health issues, allow for transfer of knowledge, allow training on shift at stations, etc. The Parties agree to establish a Committee within sixty (60) days of ratification of this Agreement and to meet as a Committee within ninety (90) days of ratification of this Agreement. The Committee will consist of up to three (3) ES Management Staff and up to three (3) Union members. The Union recognizes the right of the Employer to determine staffing levels and level of care and the Employer recognizes the importance of Seniority.

G:25 Consolidation of Paramedic Services

In the event the City of Greater Sudbury is not the Employer following the consolidation of Paramedic Services by the Ontario Government, it is understood that should any Employee in Schedule G be unsuccessful to a position with the new Employer on the changeover date, they shall be granted their lay-off and bumping rights in accordance with Article 9:00.

SCHEDULE "G"

LETTER OF COMMITMENT

GLC:01 **Paramedic Pay Plan**

Effective March 31st, 2023

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Primary Care Paramedic	$32.53	$34.49	$36.50	$38.36	$40.81
Advanced Care Paramedic	$37.53	$39.49	$41.50	$43.36	$45.81

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

(1) That the positions listed above shall be maintained at the ratings established under the Joint Rating Committee Job Evaluation Plan.

(2) That, as a result of market conditions, the above positions shall not be paid in accordance with Pay Schedule "A", but be paid in accordance with the above Pay Schedule "GLC:01".

(3) That if and when market conditions change, the above positions will be re-evaluated.

(4) That should the above noted re-evaluation result in a reduction in pay below those outlined in Schedule "A-1", the "Red circling/Downgrading" rules outlined in Article 26:09 of the current Collective Bargaining Agreement shall apply.

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

Effective April 1st, 2023

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Primary Care Paramedic	$33.66	$35.67	$37.75	$39.66	$42.18
Advanced Care Paramedic	$38.66	$40.67	$42.75	$44.66	$47.18

Effective April 1st, 2024

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Primary Care Paramedic	$34.82	$36.89	$39.03	$41.00	$43.60
Advanced Care Paramedic	$39.82	$41.89	$44.03	$46.00	$48.60

Effective April 1st, 2025

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Primary Care Paramedic	$36.01	$38.15	$40.35	$42.38	$45.06
Advanced Care Paramedic	$41.01	$43.15	$45.35	$47.38	$50.06

Effective April 1st, 2026

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Primary Care Paramedic	$37.24	$39.44	$41.71	$43.80	$46.56
Advanced Care Paramedic	$42.24	$44.44	$46.71	$48.80	$51.56

GLC:02 <u>Emergency Services Integration</u>

The Parties agree to commit themselves to maintaining communications and improving relations between the Employer and the Union. A key way of doing this is increasing the amount of joint dialogue that takes place on critical issues to the future of the broader Community Safety Department. To this end, the Parties agree that Community Safety Department Management will meet with members of the Union Executive or delegate on a mutually agreed basis to discuss Employee issues and concerns and methods to encourage efficiency in operation and improved delivery of services to the public.

The Parties will use the Labour – Management forum for these discussions. The Committee shall not have jurisdiction over matters which pertain to collective bargaining or are the responsibility of another joint committee. The Committee's Chairpersons shall be responsible for making recommendation to their respective principles regarding issues under discussion by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union.

It is agreed that a first priority of the Committee is discussion and consultation regarding integration of similar support functions and would progress toward the integration of more operational duties. To properly evaluate integration opportunities the Parties will oversee pilot projects aimed at testing and refining integration opportunities on a trial basis prior to implementation. Ultimately, the Committee may identify areas within the Collective Bargaining Agreement that could be changed or updated at subsequent sets of negotiations.

GLC:03 Wage Gap between Primary Care Paramedic and Advanced Care Paramedic

The Parties agree that the wage gap between the ACP and PCP's of five ($5.00) dollars shall be maintained following the application of the general wage increase from the 2019 negotiations to the ACP rate in GLC:01. The Employer shall maintain the five ($5.00) dollar differential between the ACP and PCP.

GLC:04 Specified Paid Holidays

The Employer shall not change the treatment of Specified Paid Holidays from Article 13 to Schedule G:03 for Primary Care Paramedics assigned to the 7:30 a.m. to 7:30 p.m. and the 5:30 a.m. to 5:30 p.m. Monday to Friday shifts until January 1, 2020.

GLC:05 Flexible Work Arrangements

In an effort to provide Employees with flexibility to change their work assignments the Parties agree that all Employees may request an alternate shift or cancelation of a shift for any reason. The Employer will endeavor to fulfill as many requests as possible.

The Employee must submit a written request not later than seventy-two (72) hours prior to the shift in question and if seeking an alternate shift the request must ensure a minimum eight (8) hour rest period. Notwithstanding the seventy-two (72) hours, it is understood that requests must be submitted to the Scheduler Monday through Friday.

Notwithstanding the above, in the event of exceptional on unanticipated circumstances, an Employee may request an alternate shift or cancelation with less than one (1) day written request. It is understood that the Employee must disclose the details of the circumstance to the Employer for approval of the shift change or cancelation with less than one (1) day written notice.

The Parties agree that such requests will not be subject to the Grievance Procedure.

GLC:06 Employees who are trained and part of the Greater Sudbury Police Emergency Response Unit who are called out to perform work by the GSPS ERU Lead shall be paid a three ($3.00) dollar hourly premium in addition to their regularly hourly rate for the duration of the event as approved by the Paramedic Tactical Team Lead/Platoon Supervisor.

GLC: 07 The Parties agree to meet in the Fall of 2023 to review the terms and conditions of Schedule G to ensure clarity of the provisions and classifications they apply to.

SCHEDULE "H"

PROVISIONS SPECIFIC TO TRANSIT OPERATORS

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

H:01 Change of Address

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

H:02 Definitions

H:02(1) For the purposes of this Agreement both Parties recognize the existence of the following types of shifts:

(a) Regular Shift
(b) Steady Day Shift
(c) Split Shift
(d) Flex Shift
(e) Steady Afternoon Shift

In addition, the Parties recognize the following five (5) classes of Operators, unique to this Schedule: Full Time Operator, Spare Board Operator, Vacation Relief Operator, Part Time Operator and Student Operator.

H:02(2) Regular Shift

The normal daily hours of work for a Regular Shift, exclusive of a lunch period as per Article H:03(2), shall be eight (8) hours per day not including a forty-five (45) minute daily platform time. The normal work week shall be five (5) days with the days off to be according to the Rotating Schedule of Days Off as shown in Sub-Schedule "H:1".

H:02(3) Steady Day Shift

H:02(3)(a) The normal daily hours of work for a Steady Day Shift, exclusive of a lunch period, as per Article H:03(2), shall be eight (8) hours or ten (10) hours per day not including a forty-five (45) minute daily platform time and whose normal work week shall be five (5) days from Monday to Friday or five (5) days from Monday to Saturday or Sunday to Thursday, and whose daily work shall not be scheduled to terminate later than 7:30 p.m. It is further agreed and understood that Steady Day Shifts scheduled to work beyond 4:30 p.m. will receive the Shift Differentials outlined in Article 15:05 for the entire shift.

It is understood that there will be a minimum of five (5) Monday to Friday Steady Day Shifts. Notwithstanding the above, the Employer may only create up to a maximum of five

(5) eight (8) hours Sunday to Thursday Steady Day Shifts and a maximum of four (4) ten (10) hour Steady Day Shifts Monday to Friday scheduled on consecutive days.

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

H:02(4) **Split Shift**

H:02(4)(a) The normal daily hours of work for a Split Shift shall be eight (8) hours per day not including a forty-five (45) minute daily platform time. The Employer agrees that there shall be no split shifts beyond the overall period of twelve (12) consecutive hours not including a forty-five (45) minute daily platform time. An Operator scheduled to work a Split Shift Monday to Friday shall be off work every Saturday, every Sunday and every paid holiday in which a Specified Paid Holiday schedule, as determined by the Employer, is to be in operation.

The Employer agrees that there shall be no more than two (2) report times daily. It is to be understood that a split shift premium of **TWENTY CENTS ($0.20)** per minute shall be paid for the extended time worked beyond ten and one-half (10½) consecutive hours, not including a forty-five (45) minute daily platform time. Such time shall be computed from the start time to the finish time as shown on the crew guide, but in no event shall such time be less than thirty (30) minutes whereafter such time shall be paid in blocks of one-quarter (¼) hour and the premium payment so calculated. Any time beyond the finish time on the crew guide is subject to overtime rates as per Article H:05(2). The Employer agrees that there shall be no split shift scheduled to work later than 8:00 p.m. Monday to Friday, excluding platform time. The Employer agrees that there shall be no split shift scheduled to work later than 9:00 p.m. on Saturdays and Sundays, excluding platform time. The Employer shall post the split shift premium as part of the Sign Up Board for Crew Guides when Operators make their selections in accordance with Article H:08 and H:20(4)(f).

H:02(4)(b) The period between the first portion of a Split Shift and the second portion of a Split Shift shall include an unpaid lunch period of one (1) hour.

H:02(5) **Flex Shift**

H:02(5)(a) The normal daily hours of work for a Flex Shift, exclusive of a lunch period, as per Article H:03(2), shall be a minimum of seven and one-half (7½) hours per day to a maximum of eight and one-half (8½) hours per day, not including a forty-five (45) minute daily platform time. A day shall be calculated as eight (8) hours for all purposes relating to absences from work. A normal work week shall be five (5) days, with the days off to be according to the Rotating Schedule of Days Off as shown in Sub-Schedule H:1.

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

H:02(5)(b) Regular Shifts and Flex Shift shall have a Rotating Work Schedule, one (1) week days, one (1) week afternoons as outlined in Sub-Schedule H:1.

H:02(6) **Steady Afternoon Shift**

The normal daily hours of work for a Steady Afternoon Shift, exclusive of a lunch period, as per Article H:03(2), shall be eight (8) hours or ten (10) hours per day not including a forty-five (45) minute daily platform time and whose normal work week shall be five (5) days from Monday to Friday, and whose daily work shall be scheduled to begin no earlier than 12:00 p.m.

It is understood that there will be a minimum of five (5) Monday to Friday Steady Afternoon Shifts. Notwithstanding the above, the Employer may only create up to a maximum of four (4) ten (10) hour Steady Afternoon Shifts Monday to Friday scheduled on consecutive days.

H:02(7) **Spare Board Operators**

H:02(7)(a) A Spare Board Operator is an Operator who bids on or is assigned to daily/weekly miscellaneous pieces of work and/or temporary vacancies. Where a Spare Board Operator selects or is assigned to fill a temporary vacancy on a crew in accordance with Article H:11 of this Collective Bargaining Agreement it is agreed and understood that he/she shall then become a Regular Operator, Flex Shift Operator, Split Shift Operator, Steady Day Shift Operator and shall be subject to the normal daily hours of work and overall period of consecutive hours applicable to the selected or assigned crew guide.

H:02(7)(b) Should a Spare Board Operator select or be assigned to a Flex Shift Crew the Spare Board Operator shall be paid for hours worked on the flex shift.

H:02(7)(c) A Spare Board Operator who has been assigned daily work shall be notified of his/her day off during the 12:00 p.m. Friday call outs. The Daily Spare Board Operator shall be assigned either Saturday or Monday off.

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

H:02(8) **Vacation Relief Operators**

A Vacation Relief Operator is an Operator who during the June Sign Up Board of Crew Guides selects to relieve other Operators who are scheduled to take all or part of their annual vacation during the period of the June Sign Up Board of Crew Guides.

H:02(9) **Part Time Operators**

A Part Time Operator is an Operator hired to work as a Transit Operator in the Transit Division. All provisions, that apply to Part Time Operators (as detailed in Schedule “C”) shall apply to Part Time Operators except as detailed in Article H:20. All provisions that apply to Full Time Transit Operators (as detailed in Schedule “H”) shall apply to Part Time Operators, except as detailed in Article H:20 of this Collective Bargaining Agreement. Where Schedule “C” and Schedule “H” as it applies to Part Time Operators conflict, Schedule “H” will apply.

Article C:09 of Schedule “C” (Hours of Work) shall apply, save that it is understood that Part Time Operators may work up to forty-four (44) hours per week without violating the Collective Bargaining Agreement.

H:02(10) <u>Student Operator</u>

Article 27:05 of the Collective Bargaining Agreement (Definition of Student Operator) shall not apply. Rather the following shall apply:

H:02(10)(a) Without resorting to the Job Posting Procedure under Article 11, the Employer is entitled to hire Student Operators during the period of April 15th - September 30th, the period between the second Friday in December to the first Sunday in January inclusive and during the March break, each year to perform work for the Employer. The employment of such Operators may be terminated at any time without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 19 hereof as the basis of termination.

H:02(10)(b) Notwithstanding any other provisions in this Agreement to the contrary, Student Operators are neither Full Time nor Part Time nor Probationary Part Time Operators and they do not have any seniority. In addition, any lay-off of such Operators is deemed to be a termination of their employment notwithstanding Article 10.

H:02(10)(c) <u>Rate of Pay – Student Operator</u>

When detailing Operators to relieve in positions of higher rating under Article 12:01, the Employer shall first detail Full Time or Part Time Operators unless none are available at which time the Employer may then detail Student Operators. Student Operators shall be paid a rate of **TWENTY-FIVE DOLLARS AND THIRTY-ONE CENTS ($25.31)** per hour.

Effective July 11th, 2023, the rate of pay will increase to **TWENTY-SIX DOLLAR AND SEVEN CENTS ($26.07).**

Effective April 1st, 2024, the rate of pay will increase to **TWENTY-SIX DOLLAR AND EIGHTY-FIVE CENTS ($26.85).**

Effective April 1st, 2025, the rate of pay will increase to **TWENTY-SEVEN DOLLARS AND SIXTY-SIX CENTS ($27.66).**

Effective April 1st, 2026, the rate of pay will increase to **TWENTY-EIGHT DOLLARS AND FORTY-NINE CENTS ($28.49).**

H:02(10)(d) Student Operators shall be added to the casual rotation and be subject to work assignments as detailed in Article H:20(4).

H:02(11) <u>Platform Time</u>

(1) Means a pay allowance at the basic rate of pay in recognition for time spent by Operators on a daily basis for circle check list, reporting and signing in and out and in lieu of rest periods. The average time allotted shall not exceed forty-five

(45) minutes daily for each day worked. This platform time is divided whereby one quarter (¼) hour is utilized prior to the commencement of the shift and one-half (½) hour is utilized after the shift. This platform time shall form part of the Crew Guide.

(2) The Employer may assign work for up to forty-five (45) minutes at the end of each eight (8) hour shift. It is understood the first fifteen (15) minutes shall be at half (½) time and the remaining time (up to thirty (30) minutes) shall be at one and a half (1 ½) times.

(3) Operators will work and be paid for the second portion of the platform time, as outlined above, before being paid overtime.

(4) It is understood that the Employer cannot schedule training during the second portion of platform time.

H:02(12) <u>Travel Time</u>

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

H:02(13) <u>Duty</u>

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

H:02(14) <u>Standby Time</u>

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

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

H:03 <u>Hours of Work</u>

Article 15:01(1) to Article 15:03(3) inclusive of the Collective Bargaining Agreement, shall not apply to Operators. Rather the following provisions will apply.

H:03(1) <u>Hours Free From Work Agreement</u>

The Parties agree that Employees covered by Schedule H shall have at least ten (10) consecutive hours free from performing work in each day. This agreement constitutes an

hours free from work agreement in the context of section 4(1) of Regulation 390/05 of the *Employment Standards Act* 2000 as amended from time to time.

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

Notwithstanding the above, it is understood that Operators shall have eight (8) hours free from performing work when mandatory training is scheduled.

H:03(2) Operators shall be relieved for an unpaid meal break free from work, the duration of which will be a minimum of one-half (½) hour to a maximum of one (1) hour after no more than five (5) consecutive hours of work. This meal break could also be divided into two (2) meal breaks of one-half (½) hour duration each with the first meal break being scheduled within the first five (5) hours. It is understood that there shall be two (2) uninterrupted meal breaks of one-half (½) hour during a ten (10) hour shift.

H:03(3) **Change of Crew Guide or Shift**

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

Notwithstanding the above, there will be no impact to a Part Time Operator's selected crew due to work offered on rotation in accordance with Article H:04(2).

H:03(4) **Failure to Complete Crew Guide**

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

H:03(5) **Training on New Equipment**

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

H:03(6) **Reporting Pay**

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

H:03(7) **Inclement Weather**

In the event of inclement weather and an Operator is notified not to report for work but is told to “stand by” and await further advice, the Operator involved shall be paid at a rate of one-half (½) times his/her straight time hourly rate for all hours involved.

H:04 **Work Distribution**

All work assignments must be covered first by Operators at regular rate before Operators at overtime rate are used except for Charters, posted with less than three (3) days notice per Article H:12, and spare work which must be offered to Full Time Operators who have signed the appropriate posting.

Notwithstanding the above, it is clearly understood and agreed to by both Parties that if Charters, posted with less than three (3) days notice per Article H:12 or spare work are available it must be assigned to Operators at overtime rate by seniority before they are allowed to select other assignments.

H:04(1) All work will be offered in accordance with the choices laid out below:

(a) First Choice:
Full Time Spare Board Operators at regular rate by seniority;

(b) Second Choice:
Day off Full Time Operators at regular rate;

(c) Third Choice:
Part Time Operators and Student Operators at regular rate on a rotating basis;

(d) Fourth Choice:
Day off Full Time Operators at overtime rate by seniority;

(e) Fifth Choice:
Other Full Time Operators at overtime rate by seniority providing the Operators concerned can absorb the piece of work;

(f) Sixth Choice:
Part Time Operators on DAY OFF at overtime rate by Seniority;

(g) Seventh Choice:
Part Time Operators on overtime rate by seniority providing the Operators concerned can absorb the piece of work.

(h) Eighth Choice:
Student Operators on day off at overtime rate by seniority;

(i) Ninth Choice:
Other Student Operators at overtime rate by seniority provided the Operators concerned can absorb the piece of work.

Where an Operator establishes that he or she has not been offered overtime in accordance with the choices laid out above, the remedy shall be an “in kind” opportunity to work on their day off. The duration of the work opportunity will be equalled to the number of hours associated with the missed opportunity. The Operator will provide the Director of Transit Services three (3) days notice advising of his or her ability to work such an opportunity. The “in-kind” opportunity will be provided in accordance with the above directly following provision (b) of this Article. The “in-kind” opportunity shall be worked within the six (6) months following the original date of the missed opportunity and shall be paid at the overtime rate.

H:04(2) All known work will be offered in the following fashion:

At 8:00 p.m. or 11:00 a.m. as the case may be, the Transit Operations Supervisor on duty will telephone those Operators who are scheduled to work as regular Spare Board Operators at regular rate by seniority to select their work assignment. The Transit Operations Supervisor on duty will then telephone those Operators who have indicated their desire to work overtime by signing the appropriate posting in accordance with Article H:04. Those who confirm their desire to work will be recalled by seniority to select their work assignment. If an Operator has previously indicated their desire to work and then refuses same, the call-in will not be adjusted and the overtime hours that would have been worked will be added to the list of overtime hours for that Operator.

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

(a) 8:00 p.m. call (prior night) all known work available on the following day up to and including the 1:00 p.m. report time and;

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

Notwithstanding the above, vacancies for Sundays or Specified Paid Holidays when a Specified Paid Holiday Schedule is in effect, as per Article H:05(5), the Transit Operations Supervisor will notify the Part Time Operator or Student Operator who will be assigned to fill this vacancy as part of a regular rotation as soon as it is practical to do so.

The posting period for these vacancies shall end at 8:00 p.m. two (2) days before the Specified Paid Holiday.

It is understood by both Parties that no Part Time Operator will be bypassed until 8:00 p.m. the night prior to the day of the vacancy.

H:05 **<u>Overtime</u>**

Article 15:03, Article 15:03(2), Article 15:03(7) and Article 15:03(8) of the Collective Bargaining Agreement will not apply to Transit Operators. Rather, the following articles will apply:

H:05(1) No Operator shall be required to work overtime after completing his/her regular assignment except in cases of emergency or when no Part Time Operator is readily available at regular rate and then the Operator shall not be required to work more than one (1) scheduled run or two (2) hours whichever is the minimum.

H:05(2) **<u>Overtime Rate</u>**

Compensation at the rate of time and one-half (1½ x) the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article H:03 - HOURS OF WORK subject to the following provisions:

(a) Overtime at the rate of time and one-half (1½ x) the regular rate per hour will only be paid after eight (8) hours of work daily at the regular rate per hour and/or forty (40) hours of work weekly at the regular rate per hour (not including platform time).

(b) Sick Leave, Weekly Indemnity, Long Term Disability and Workplace Safety Insurance Benefit (WSIB) do not apply as hours worked for overtime purposes only.

(c) An Operator who voluntarily works his/her day off prior to having worked forty (40) hours in the week, will be paid at the regular rate for the first eight (8) hours.

(d) An Operator who is forced to work his/her regular day off prior to having worked forty (40) hours in the week, will be paid at one and one-half times (1½ x) the regular rate for all hours worked on that day.

(e) Notwithstanding the provisions of Article H:05(2)(a) above, an Operator working on a Flex Shift Crew will be paid overtime at the rate of time and one-half (1½ x) the regular rate per hour only after the Operator has completed the hours specified on the Flex Shift Crew, on a daily basis, at the regular rate per hour and/or up to the total hours scheduled in a five (5) day period for that Flex Shift Crew.

H:05(3) Notwithstanding Article H:06 of the Collective Bargaining Agreement, when the Employer forces Operators to work a Specified Paid Holiday Schedule it will be done in such a manner as to ensure that the Operators concerned are guaranteed a minimum of one (1) nine (9) hour rest period.

H:05(4) **<u>Work Not Continuous With Regular Shift</u>**

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

H:05(5) **Division of Overtime**

H:05(5)(a) Overtime, and work which attracts a premium rate of pay under this Schedule will be divided as equally as possible among the Full Time Operators before Part Time Operators or Student Operators or non-operators are considered.

H:05(5)(b) When no one signs for overtime work the Transit Operations Supervisor will call anyone they believe may be available for overtime.

H:05(5)(c) Operators who wish to work overtime must indicate their desire by signing the proper posting, that is the A.M. or P.M. overtime sheet or the appropriate day off sheet. Article H:04 Work Distribution will prevail.

H:05(5)(d) An Operator may be required to work his/her days off only when an actual curtailment of service becomes evident.

H:05(6) **Banked Overtime.**

Notwithstanding the provisions of Article 15:03 - OVERTIME, both Parties agree that any Operator (excluding Student Operators) requested and authorized to work overtime in excess of a regular work day shall be granted time off as mutually agreeable between the Operator and his/her Immediate Non Union Supervisor involved. All Operators (excluding Student Operators) may bank overtime, even where opportunities for bank time off are not foreseen (due to operational need), as banking time can also serve the possible purposes of creating a Summer vacation 'fund' and a year-end holiday 'fund' (see payout schedule, below). Bank Time may be used to top up approved WI benefits.

The accrual of Bank Overtime shall be at the prevailing rate at which it is earned to a maximum of the dollar value equivalent of eighty (80) hours.

Cash Payout may occur quarterly if the Operator so indicates by February 1st, May 1st, August 1st and/or November 1st. It is understood that Employees requesting a cash payout can continue to bank time throughout the year.

The application of the above is dependent on the Operator by October 31st each year indicating in writing to their Supervisor their choice of participating in the bank time program.

It is understood that the use of banked time is based on mutual agreement and therefore, the inability to mutually agree is not subject to the Grievance Procedure.

H:05(7) **Overtime Paid Meal Period**

Article 15:04(1) to Article 15:04(3) inclusive shall not apply to Operators. Rather, Operators, other than those working their normal day off, who are required to work more than two (2) hours overtime continuous with their regular day or shift shall be provided with a one (1) hour paid meal period at their regular rate.

H:05(8) The Employer shall supply the Recording Secretary of the Union on a quarterly basis, a list of all Operators indicating the overtime hours worked by each Operator and the number of overtime hours offered to each Operator who has previously signed up for overtime and then refuses same.

H:06 Sunday Work

Article 15:03(4) shall not apply to Operators. Rather, the following shall apply:

Work performed by Operators on Sundays selected as per Article H:20(4)(f), through regular rotation or as per Article H:04(1) shall be paid at the regular rate of pay and shall receive the Sunday Shift Differential in accordance with Article H:20(3).

Vacancies on Specified Paid Holidays shall be distributed as per Article H:05(5).

H:07 Shift Differentials

H:07(1) Article 15:01(3) (Hours of Work - Shifts) shall not apply to Transit Operations. Rather, the following shall apply:

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

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

H:07(2) Operators who are required to work beyond midnight will receive the following Midnight Shift Differential of **ONE DOLLAR AND FORTY-FOUR CENTS ($1.44)** for all time worked beyond midnight.

Effective July 11th, 2023, the Midnight Shift Differential will increase to **ONE DOLLAR AND FORTY-EIGHT CENTS ($1.48).**

Effective April 1st, 2024, the Midnight Shift Differential will increase to **ONE DOLLAR AND FIFTY-TWO CENTS ($1.52).**

Effective April 1st, 2025, the Midnight Shift Differential will increase **ONE DOLLAR AND FIFTY-SEVEN CENTS ($1.57).**

Effective April 1st, 2026, the Midnight Shift Differential will increase to **ONE DOLLAR AND SIXTY-TWO CENTS ($1.62).**

H:08 Sign Up Board of Crew Guides

H:08(1) A Sign-Up Board of Crew Guides provided by the Employer shall be posted for Full Time Operators to make their selection of the Crew Guide they desire by seniority not less than four (4) times per year effective in the months of April, June, the last half of August and the first half of the months of September and December. At the same time, the Employer shall post a date and time on which a Full Time Operator must make his/her selection, which date

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

H:08(2) All unfilled crews remaining after the Sign-up Board has been completed, as determined in Article H:08(1) above, will be posted for a further two (2) week period. Subsequent vacancies created thereby will also be posted for a two (2) week period. Notwithstanding the above time periods, remaining unfilled crews will be offered or assigned to a Spare Board Operator.

H:08(3)(a) Where a Vacation Relief Operator selects or is assigned to fill a vacancy on a crew created by an Operator taking vacation it is agreed and understood that the Vacation Relief Operator shall be subject to the normal daily hours of work and overall period of consecutive hours applicable to the selected or assigned crew guide.

When a Vacation Relief Operator selects or is assigned to fill a vacancy created by an Operator taking vacation the Vacation Relief Operator will select all weeks of vacation from the available vacancies. Should an Operator return to work and the vacancy is no longer available, the Vacation Relief Operator will be assigned to Spare Board for the remainder of the vacancy.

H:08(3)(b) The Parties agree that for the June Crew Bid, the selection of vacation relief work will be offered to eligible Full Time Operators by seniority.

The remaining vacancies will be distributed among Part Time Operators and Student Operators as per Article H:20(4).

H:08(4) Transit Management will make every effort to assist Full Time Operator to adjust their work week so that they do not work less than eighty (80) hours bi-weekly or work more than eighty (80) hours bi-weekly not including platform time. Should an Operator work more or less than eighty (80) regular hours not including platform time in one pay period their hours will be adjusted in the next pay period.

H:08(5) The Employer will ensure that a minimum of four (4) Spare Board Operators are created in each crew bid except the June crew bid. It is understood by the Parties that this is a type/piece of work and not the addition of four (4) Full Time positions.

H:09 Inactive Board

Operators absent for thirty (30) calendar days prior to the posting of any Sign-Up Board, shall be placed on the Inactive Board, unless said Operators provide a valid medical certificate by no later than the commencement of the bidding process stating that they shall return to work within thirty (30) calendar days of the effective date of the new Crew Guides.

Should an Operator be unable to return to work within the thirty (30) calendar days of the effective date of the new Crew Guides, the Operator will be placed on the Inactive Board and the crew the Operator selected will be offered to all Operators by use of the Sign Up Board Procedures for Crew Guides as set out in Article H:08.

Operators on the Inactive Board shall not be allowed to bid. In the event that Operators on the Inactive Board return to work, they shall be placed on the Spare Board according to seniority.

H:10 Vacation Relief Crew Guides

The Employer shall prepare and post as part of the Sign-Up Board of Crew Guides for the bidding on the Crew Guides effective in June under Article H:09, Vacation Relief Crew Guides. Notwithstanding Article H:09, any Operator scheduled to take all or part of his/her annual vacation during the period between the effective date of the commencement of the June Crew Guides and Labour Day, both inclusive, is not eligible to bid for the Vacation Relief Guides.

H:11 Temporary Crew Guide Vacancies

H:11(1) When an Operator's temporary vacancy of unknown duration or of a known duration of more than seven (7) calendar days occurs on a Crew, such vacancy will be posted and will include a copy of the current Crew Guide. The vacancy will be posted for bidding for a period of seven (7) calendar days from one Friday noon until the next Friday noon. This posting shall be the only posting and shall hereinafter be referred to as the "original posting" and no vacancy shall be posted on more than one (1) occasion.

H:11(2) The vacancy before the seven (7) calendar day posting period will be filled on the first day of the vacancy as Spare Board work to be distributed in accordance with Article H:04.

H:11(3) The vacancy during the seven (7) calendar day posting period will be offered to all unassigned Full Time and Spare Board Operators by seniority. If no Full Time or Spare Board Operator agrees to cover the vacancy, it will be filled on a day to day basis by a Part Time Operator on rotation.

H:11(4) All unassigned Full Time or Spare Board Operators must contact the Transit Operations Supervisor by 12:00 p.m. on the Friday of the closing date of all postings in order to select or be assigned to any unassigned vacancy. Failure to do so will result in the Operator concerned being by-passed and he/she shall make his/her selection or be assigned from the remaining vacancies as the case may be.

H:11(5) If two (2) or more Full Time or Spare Board Operators sign the original posting, then, firstly, the Full Time or Spare Board Operator in accordance with seniority, shall be designated according to his/her selection to fill the vacancy.

H:11(6) The successful Full Time or Spare Board Operator who fills the temporary vacancy concerned shall do so until the expiration of such vacancy unless he/she is the successful applicant on a posting on another different subsequent vacancy. In such case the Operator shall fill the former vacancy until the commencement date of the other subsequent posting. When filling any vacancy the Operator shall assume the same shifts and the same rotating days off as the Operator he/she is replacing.

Notwithstanding the above, a Full Time or Spare Board Operator may choose to sign for a portion of a vacancy with the minimum being one (1) week. Only Operators who have selected to be Spare Board Operators will have the right to sign for work on a weekly basis.

H:11(7) The remainder of any vacancy created due to the operation of Article H:11(6) shall be open to Full Time and Spare Board Operators by seniority. A Full Time or Spare Board Operator, who wishes to select such remainder of a vacancy must indicate his/her choice by signing the original posting and the selection must be made by noon of the Friday preceding the Monday commencement date of the remainder of the vacancy.

Notwithstanding the above, should a Spare Board Operator not sign the original posting they will be considered daily Spare Board Operators for the following week. Daily Spare Board Operators must contact their Supervisor no later than 12:00 p.m. on Friday night in order to confirm days off and their desire to select from AM or PM work, otherwise, they will be assigned work in accordance with Article H:02(7)(a). Daily selection of spare board work shall be done thirty (30) minutes prior to the scheduled call out times. Failure to do so shall result in the Supervisor assigning work.

H:11(8) If no Full Time Operator or Spare Board Operator, signs the original posting for a vacancy or remainder of a vacancy by noon of the Friday preceding the Monday commencement date, then the vacancy or remainder of a vacancy, will be assigned by the Employer to the Spare Board Operators according to the least seniority the remainder of the vacancy, unless he/she is the successful applicant on a posting of another different subsequent vacancy.

H:11(9) If no Full Time or Spare Board Operators are available for a vacancy and the vacancy is filled by a Part Time Operator on rotation until a Full Time or Spare Board Operator becomes available, at such time as a Full Time or Spare Board Operator becomes available, the vacancy may be filled by such Operator on a day to day basis until the Monday commencement date of the remainder of the vacancy.

H:11(10) Notwithstanding anything herein contained where an Operator voluntarily resigns, is transferred or is discharged, then the Operator's position shall be filled by use of the Sign-Up Board Procedure for Crew Guides set out in Article H:11.

H:11(11) **Filling Full Time Limited Vacancies**

The Employer is not required to post Full Time Limited vacancies. Instead, Full Time Limited vacancies will be offered to the most senior Part Time Operator. As Full Time Operators return to work, Part Time Operators will be returned to his/her Part Time position by reverse seniority.

The Employer will notify the Union of the names of Part Time Operators who are moved into Full Time Limited positions when they move to the vacancy and again when the Part Time Operator returns to his/her Part Time position.

Part Time Operators shall not be offered Full Time Limited vacancies until such a time as the Employer has completed the posting period of the original posting as per Article H:11. Part Time Operators shall not be Spare Board Operators.

The Employer will continue to post all Full Time permanent vacancies.

Notwithstanding the above the Employer is not required to move Part Time Operators to Full Time Limited vacancies if it creates overtime work on weekends.

H:12 **Charters**

H:12(1) Operators required for Charter Work on Sundays or Paid Holidays shall be remunerated in accordance with the provisions of Schedule H.

H:12(2) Charter Work, not requiring overnight duty, operated from Monday to and including Sunday, shall be posted at least three (3) days prior to the date of the charter and shall be distributed in accordance with the provisions of Article H:04 of the Collective Bargaining Agreement. Charters with less than three (3) days notice shall be treated as spare work in accordance with the terms of the Collective Bargaining Agreement.

H:12(3) Should Transit Operations Supervisor be required for Charter Work, they shall do so in a supervisory capacity only, and they shall not be permitted to drive.

H:12(4) In the event that the Employer reinstitutes the scheduling of Overnight Charters, the Parties agree that the provisions of Article H:12(1), Article H:12(2) and Article H:12(3) and this Article will apply.

H:13 **Uniforms**

H:13(1) The Employer agrees to supply Full Time Operators with uniforms on the following basis:

A standard uniform shall consist of:

- One (1) 3-in-1 jacket
- Two (2) pairs of pants
- Four (4) golf shirts (selection of short or long sleeve)

Operators may select five (5) uniform items annually. However, should the Operator select a 3-in-1 jacket the Operator may only select two (2) additional uniform items and should an Operator select a replacement fleece jacket, the Operator may select three (3) additional uniform items.

Note: A replacement fleece jacket is not part of the standard uniform listed above but will be offered as an option to Operators.

The Employer may add or remove additional items at its sole discretion.

The Employer shall issue uniforms to all Operators by no later than April 15th of each year.

No unauthorized alterations shall be made to the standard uniform.

H:13(2) Should a change in uniform style be made while an Operator is on a Leave of Absence extending beyond one hundred and fifty (150) days for whatever reason, the Employer will order any portion of the uniform or any of the accessories which have been changed by no later than ten (10) working days following the Operator's return to work.

H:13(3) The Employer agrees to supply Student Operators with a uniform on the following basis: one (1) pair of pants and two (2) golf shirts.

No unauthorized alterations shall be made to the standard uniform.

H:13(4)(a) If the employment of an Operator terminates within the first six (6) months of service, the Operator shall reimburse the Employer with the full amount of the cost of those parts of the standard uniform which are not returned by the Operator to the Employer.

H:13(4)(b) If the employment of an Operator terminates after serving more than six (6) months but not less than twelve (12) months with the Employer, the Operator shall then reimburse the Employer with fifty (50%) percent of the amount of the cost of those parts of the standard uniform not returned by the Operator to the Employer.

H:13(4)(c) If the employment of an Operator terminates after serving twelve (12) months or more with the Employer, then the Operator shall be entitled to retain all of the standard uniform and the Operator shall not incur any recover cost therefore.

H:13(4)(d) Upon retirement or should an Operator die while in the service of the Employer, no recovery cost will be incurred.

H:13(5)(a) The Employer will endeavour to ensure that all necessary alterations to Operators' uniforms will be completed within forty-five (45) days of measurement. A female seamstress shall be available upon request.

Both Parties agree that in the selection of uniforms, all Operators will ensure that they are in possession of one (1) complete standard uniform in good condition.

H:13(6) **Safety Footwear**

It is understood that Bus Operators shall be entitled to safety footwear in accordance with Article 20:08. It is understood that Part Time Employees shall also be entitled to the annual safety footwear allowance.

H:14 **Annual Vacations**

H:14(1) **Paid Holiday During Vacation Period**

Should any of the Holidays provided for in this Agreement fall during an Operator's vacation period, then an extra day of vacation with pay in lieu of the said Holiday shall be granted to the Operator with one (1) of the following options:

(a) Select a day in lieu which will be taken at a time mutually agreed to between the Operator and the Transit Operations Supervisor, provided that notwithstanding the provisions of Article H:20(4)(a), a Part Time Operator may be utilized to relieve the Operator for the lieu day.

(b) Should the Operator elect to take the lieu day on a day other than the day immediately following the Operator's scheduled vacation, the Operator shall either schedule the lieu day or actually take the lieu day by no later than December 1st of each year.

(c) The Operator may also request to have a lieu day taken in two (2) half days at a time mutually agreed to between the Operator and the Transit Operations Supervisor.

Notwithstanding the above, should the Operators fail to schedule the lieu day or actually take the lieu day, at a mutually agreed upon time, by the December 1st deadline, then the Employer will schedule the lieu day at its discretion prior to December 31st.

H:14(2) A vacation week shall be from Monday to Sunday inclusive.

H:14(3) **Vacation Entitlement - Operators**

Both Parties agree that by December 1st of each year the Employer will post a list containing the names of all Operators, their vacation entitlement, and the date they are to make their vacation selection for the coming year.

H:14(4) Should an Operator fail to make his/her selection on the date posted he/she would be by-passed, but would be permitted to select his/her vacation from any remaining dates at any time between the date he/she was to bid and December 31st.

Should an Operator fail to make a selection by December 31st, he/she would then be assigned any opening left at that time.

H:15 **Specified Paid Holidays**

Article 13:03 of the Base Agreement (alternate day served for Specified Paid Holidays) shall not apply to Transit Bus Operators. Rather, Transit Bus Operators will serve Specified Paid Holidays on the days they occur.

Employees will be given the option of receiving payment for Specified Paid Holiday occurring on a Regular Day Off or lieu time, with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Premium Pay for working on a Specified Paid Holiday is also bankable. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the rate it was earned. It is understood that the lieu time is separate and distinct from Banked Time in H:05(6).

H:16 **Medical Re-checks**

H:16(1) The Union agrees that the Employer shall have the right once each calendar year to send Operators for medical re-checks and eye tests, the cost thereof, to be borne by the Employer.

H:16(2) An Operator shall have the right, upon receipt of the medical report or eye report, to provide evidence to the contrary at the Operator's own expense.

H:16(3) In the event that the reports do not agree, differences may be settled in accordance with the Grievance Procedure and, in default of settlement at this stage, it shall be settled by an Arbitration Board formed of three (3) qualified medical practitioners. One (1) qualified medical practitioner shall be appointed by the Union within seven (7) calendar days of the end of the Grievance Procedure and one (1) qualified medical practitioner shall be appointed by the Employer within seven (7) calendar days of the end of the Grievance Procedure. Both of these appointees shall appoint a third (3rd) qualified medical practitioner who shall be the Chairman of the Arbitration Board.

In default of such appointment, either party may apply to the Ontario Labour-Management Arbitration Commission for such appointment. The decision of the Board so constituted shall be binding upon both Parties. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, then the decision of the Chairperson governs.

H:17 The Employer will issue Lifetime Bus Passes to all Operators who retire from the Transit Operations Section.

Notwithstanding the above, should a pass be misused (i.e. used by someone other than the Operator) and confiscated by the Employer, the pass will not be reissued.

H:18 The Employer guarantees that Probationary Part Time and Full Time Operators currently employed will not be laid off as a direct result of the utilization of Part Time Operators.

H:19 **Public Complaints**

All complaints submitted by the public shall be reduced to writing by the complainant. No Operators shall be accused of committing an act until proper and adequate

investigation has taken place. Should the complaint prove to be valid, then the Operators shall be remitted with a copy of such complaint. If requested the complainant shall be made known in confidence to the executive of CUPE and its Local 4705.

H:20 Part Time Operators

H:20(1) It is expressly understood that Article 15:03(3) (Saturday overtime) and Article 15:03(4) (Sunday overtime) shall not apply to Part Time Operators.

H:20(2) Both Parties agree that any work made available to Part Time Operators and Student Operators other than Saturday, Sunday and Monday work selected as per Article H:20(4)(f) will be distributed as equally as possible among Part Time Operators and Student Operators on a daily rotating basis.

A Part Time Operator or Student Operator may be assigned multiple pieces of work per call out, the total of which will not exceed eight (8) hours. A Part Time Operator or Student Operator may be offered additional work on the following call out. This additional work may be declined.

H:20(3) Both Parties agree that an Operator working on a Sunday shall be paid at regular rate and shall receive a Sunday Differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2.66)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective July 11th, 2023, the Sunday Shift Differential will increase to **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74).**

Effective April 1st, 2024 the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82).**

Effective April 1st, 2025 the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY CENTS ($2.90).**

Effective April 1st, 2026 the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99).**

H: 20(4) Work Assignments

In addition, the following shall apply:

H: 20(4)(a) Part Time Operators shall be eligible for assignments of work on a daily rotating basis which results from any absences for any reason.

H: 20(4)(b) Spare work as shown on those Crew Guides not included in the Sign-Up Board of Crew Guides as defined in Article H:08(1) may only be assigned to Part Time Operator after it has been offered to and rejected by Full Time Operators (Offered means the Operator must sign the appropriate posting.)

H: 20(4)(c) Both Parties agree that any work made available to Part Time Operators will be distributed as equally as possible among the Part Time Operators. The work will be distributed on a rotating basis as follows:

Part Time Operators will be assigned on a rotating basis to crews by the Platform Time of each Crew. Should two (2) or more crews have the same Platform Time then the Part Time Operators will be assigned the available work starting with the Crew with the lowest Crew number in an increasing order. As an example, should there be vacancies on Crews 5, 15 and 39, the first Part Time Operator to be assigned work from the rotating list would be assigned to work on Crew Number 5, the second Part Time Operator to be assigned work from the rotating list would be assigned to work on Crew Number 15, and the third Part Time Operator to be assigned work from the rotating list would be assigned to work on Crew Number 39.

H: 20(4)(d) The Employer may use a Part Time Operator at regular rate to replace a Full Time Operator who is working at overtime rate if the Full Time Operator was assigned or selected a crew.

H: 20(4)(e) Article H:03(6) of this Schedule (Reporting Pay) shall not apply to Part Time Operators. Rather, Part Time Operators shall be entitled to a minimum of three (3) hours pay for three (3) hours work or less when called out for duty.

H: 20(4)(f) A Sign-Up Board of Crew Guides specifically relating to work due to Full Time Operators being on their regular days off shall be posted by the Employer. It is understood that Part Time Operators shall be assigned work through a single rotation by seniority**.**

H: 20(4)(g) Part Time Operators will be paid for actual time worked up to ten (10) hours on Saturday and Sunday crews selected as per the terms of this Article.

Platform time will be paid in addition to the hours on a completed crew.

It is understood that overtime provisions of H:05(2) shall only apply to Part Time Operators after the regular hours of the shift have been completed (e.g. eight (8) hours, ten (10) hours, etc. not including platform time). Part Time Operators may work up to forty-four (44) hours in a week at straight time.

H: 20(5) Article C:10 of Schedule “C” (fifteen (15) minute rest period) shall not apply to Part Time Operators.

H: 20(6) **<u>Part Time Operator Seniority</u>**

H: 20(6)(a) Article 9:00 (Seniority) shall apply to Part Time Operators, and the amendments to Article 9:00 in Schedule “C”, shall also apply to Part Time Operators. However, the Employer shall keep two (2) lists for the purpose of determining the seniority of a Part Time Operator.

i. List 1 shall be based on credited points and shall be used only for the purposes of promotion, only where two (2) or more Part Time Operators comprise the entire pool of applicants from within the Bargaining Unit, and on Crew Guide Selection as outlined in Article H:20(4)(f). When a Part Time

Operator works in a capacity other than a Part Time Operator, in accordance with the provisions of the Collective Bargaining Agreement, provided they are available for work, they shall be credited with one (1) seniority point, each time the call in rotation passes the Operator's name, and one seniority point for each scheduled Saturday or Sunday the Part Time Operator would have worked, up to a maximum of five (5) points per week.

Notwithstanding the above, should a Part Time Operator be successful to a Limited position, excluding Full Time Operator, his/her points shall be eliminated. Article H:20(6)(f) shall apply if the Operator returns to the position of Part Time Operator.

ii. List 2 shall be per Article 9:00 of the Agreement.

H: 20(6)(b) Part Time Operators shall be credited with one (1) seniority point for every day that the Part Time Operator works to a maximum of five (5) seniority points for each week, a week being Saturday to Friday inclusive. Notwithstanding the above, a Part Time Operator may work on more than five (5) occasions in a week.

H: 20(6)(c) Only those Part Time Operators scheduled to work on a Specified Paid Holiday or called into work on rotation on a Specified Paid Holiday shall receive seniority credit for the Specified Paid Holiday.

Notwithstanding the above, if an Operator signs the appropriate posting and rotation goes by the Operator's name, seniority points shall be given.

H: 20(6)(c)(i) Hours worked by Part Time Operators and Student Operators on a Specified Paid Holiday will count towards their hours of work and seniority for that week. It is understood that the hours worked will only count towards their hours of work and seniority for a Part Time Operator if they are assigned through rotation or scheduled by the Employer.

H: 20(6)(d) A Part Time Operator who attends a mandatory training program shall be credited with one (1) seniority point each time the call in rotation passes the Operator's name and one (1) seniority point for each scheduled Saturday or Sunday the Part Time Operator would have worked.

H: 20(6)(e) A Part Time Operator who is off work and on Pregnancy and/or Parental Leave, Bereavement Leave or absent to a disability resulting in WSIB benefits or illness and injury in excess of thirty (30) consecutive calendar days shall be credited with one (1) seniority point each time the call in rotation passes the Operator's name and one (1) seniority point for each scheduled Saturday or Sunday they would have worked.

Such seniority points will be added to the Operator's record upon the Operator's return to work, or immediately prior to the publication of the April or October seniority lists, whichever is earlier.

H: 20(6)(f) When an Operator is successful to a Part Time Operator position, his/her seniority hours as defined in Article 9 will be converted into seniority points by dividing his/her seniority hours by eight point seven five (8.75) hours.

H:20(6)(g) Hours worked by Part Time Operators and Student Operators on a Specified Paid Holiday will count towards their hours of work and seniority for that week.

H: 20(6)(h) **Unavailability For Work**

Article C:04(c) of Schedule "C" does not apply to Part Time Operators. Rather the following will apply: Seniority rights shall cease and employment shall be terminated if unavailable for work on four (4) consecutive occasions when the Operator is contacted by his/her Transit Operations Supervisor to appear for work, unless reasonable explanation, acceptable to the Employer, is provided by the Operator:

For the purpose of this Article, the Employer's obligation to contact a Part Time Operator will be met when a telephone call has been placed and documented by the Transit Operations Supervisor or when a personal contact with the Operator has been made by the Transit Operations Supervisor.

A documented telephone call will be deemed to be completed when the Transit Operations Supervisor has called all telephone/pager numbers provided to the Employer by the Part Time Operator up to a maximum of two (2) different numbers.

Notwithstanding the above, a Part Time Operator will be considered unavailable for work for a maximum of one (1) occasion within a twenty-four (24) hour period, when contacted by a Transit Operations Supervisor.

The provisions of this Article do not apply to a Part Time Operator who requests, and is granted a Leave of Absence resulting in the Part Time Operator removing themselves out of the normal rotation.

H: 20(7) Article C:19 (Group Insurance) shall not apply to Part Time Operators, rather for Part Time Operators, the Employer agrees to contribute one hundred (100%) percent of the total premium cost for the following plans:

H: 20(7)(a) **Canada Life (or equivalent) Comprehensive Extended Health Care**

The Eye Glass Subsidy to be **FOUR HUNDRED AND TWENTY DOLLARS ($420.00)** every twenty-four (24) months.

One (1) eye examination every twenty-four (24) months, to a cap of **NINETY ($90.00) DOLLARS**;

The Hearing Aid Subsidy to be **SEVEN HUNDRED AND FIFTY ($750.00) DOLLARS** every five (5) years;

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

Smoking Cessation Provision to allow a three (3) month supply every three (3) years.

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

Specified paramedical benefits are as follows:

Employee Coverage limits:

SERVICE	COVERAGE LIMIT
Chiropractor Massage Therapist Osteopath Physiotherapist (including Athletic Therapist) Podiatrist/Chiropodist Naturopath Nutritional Counselling by a Dietician	Maximum of $2,000/calendar year
Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification	Maximum of $2,000/calendar
Speech Therapist/Pathologist	$418/calendar year
Annual Health Care Spending Account (HCSA)	$200/calendar year with no cash value or carry-over; pro-rated in any partial year of full-time employment; can be used for any medical expenses identified in the Income Tax Act as a tax-deductible medical expense.

Eligible Dependents Coverage limits:

SERVICE	COVERAGE LIMIT
Massage Therapist Physiotherapist (including Athletic Therapist) Counselling Services provided by Psychotherapist, Psychologist, Social Worker with certification, Speech Therapist/Pathologist	Maximum of $1,000/calendar year

H: 20(7)(b) Canada Life Dental Plan #9, including space maintainers (or equivalent carrier), including Overage Dependant Student Coverage; (current O.D.A. Fee Schedule).

H: 20(7)(c) The above noted plans shall only be available to a Part Time Operator while carrying out the duties of a Part Time Operator. Should a Part Time Operator be successful to a Limited position, excluding Full Time Operator, his or her benefits will cease until they return to the Part Time Operator position.

H: 20(8) Article C:08 shall not apply to Part Time Operators, rather the following shall apply. The Part Time Operators vacation pay will not be paid out on each pay cheque, like other Part Time Employees. Part Time Operator's vacation period will be calculated based on the following formula:

(a) Part Time Operators with less than sixteen (16) hours worth of accumulated vacation pay will not be permitted any vacation entitlement. Any unused vacation pay will be paid out by the end of January.

(b) Part Time Operators with a minimum of sixteen (16) hours worth but less than sixty (60) hours worth of accumulated vacation pay will be scheduled for one (1) week of vacation.

(c) Part Time Operators with a minimum of sixty (60) hours worth but less than one hundred (100) hours worth of accumulated vacation pay will be scheduled two (2) weeks of vacation.

(d) Part Time Operators with a minimum of one hundred (100) hours worth of accumulated vacation pay will be scheduled for three (3) weeks of vacation.

(e) Vacation pay entitlement for Part Time Operators will continue to be determined as follows:

(i) Probationary Part Time Operators shall receive four (4%) percent of their gross earnings up to one thousand and forty (1,040) hours of work.

(ii) Part Time Operators who have accrued more than one thousand and forty (1,040) hours of work but less than four (4) years of credited service shall receive five (5%) percent of their gross earnings.

(iii) Part Time Operators who have accrued four (4) or more years of credited service shall receive seven (7%) percent of their gross earnings.

(f) Part Time Operators will be paid an amount equal to their accumulated vacation pay divided by the number of weeks of vacation entitlement as per Article H:20(8)(a), Article H:20(8)(b), Article H:20(8)(c) and Article H:20(8)(d) of this Agreement. This vacation pay will be paid to the Operator through the normal payroll process when their vacation is taken. Three quarters (3/4) of the amount owing will be paid during the Monday to Friday portion of the selected vacation week. One quarter (1/4) of the amount owing will be paid during the Saturday and Sunday portion of the selected vacation week.

Notwithstanding the above the vacation pay does not represent hours of work.

(g) Part Time Operators will accumulate seniority points during their vacation period based on the number of occasions they would have been called in to work if they had not been on vacation. The accounting of this process will be the responsibility of Sudbury Transit Management.

(h) A Part Time Operator who becomes a Full Time Operator will be required to take his/her vacation as scheduled in that vacation year. In the vacation year following, the former Part Time Operator will only be entitled to paid vacation

equivalent to any earned but unused vacation from his/ her last year as a Part Time Operator.

(i) Part Time Operators will select vacations during January of each year based on their individual seniority. Vacation periods will be based on weeks starting on Mondays and ending on Sundays. Vacation periods will be taken commencing with the week starting on the first Monday in February of one year and ending with the week starting on the last Monday in January of the following year.

(j) The vacation block(s) will be scheduled based on one (1) Part Time Operator being away from work year round. However, two (2) Part Time Operators may be scheduled to satisfy the vacation entitlement as calculated in Article H:20(8)(a), Article H:20(8)(b), Article H:20(8)(c) and Article H:20(8)(d) of this Agreement.

(k) It is understood by the Parties that it is compulsory for all Part Time Operators to take vacation based on the formula outlined in Article H:20(8)(a), Article H: 20(8)(b), Article H:20(8)(c) and Article H:20(8)(d) of this Agreement.

H: 20(9) Article C:12 of Schedule "C" shall apply, save that overtime rates for Part Time Operators shall be paid for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week except Flex Shift Crews. Article H:05 - Overtime shall apply to Part Time Operators.

H: 20(10) Article H:13 (Uniforms) shall not apply to Part Time Operators. Rather, the following shall apply:

The Employer agrees to supply Part Time Operators with uniforms on the following basis:

Uniform articles made available to Part Time Operators for selection shall be the same as articles made available to Full Time Operators.

Upon successful completion of the Part Time Operator's initial training program, the Part Time Operator shall receive:

- One (1) 3-in-1 jacket
- Two (2) pairs of pants
- Four (4) golf shirts (selection short or long sleeve)

Ownership of uniforms shall be vested in the Employer.

No unauthorized alterations shall be made to the standard uniform supplied.

Both Parties agree that in the selection of uniforms, all Operators will ensure that they are in possession of one (1) complete standard uniform, as described in Article H:13(1), in good condition.

H:21 Minimum Staffing Levels

The Employer is required to employ the number of Full time Operators that is equal to the number of full time pieces of work (i.e. a piece of work totaling forty (40) hours in a workweek, inclusive of flex work).

H:22 Transportation For Bus Operators

Bus Operators in uniform, will be provided free transportation on the transit system, for purposes of coming to work, and returning home at end of shift only.

H:23 Hiring Rates For Bus Operators

In recognition of the wage scale (without steps) that existed for Bus Operators under the previous Agreement, it is agreed that when hiring/promoting Bus Operators, they shall not be initially paid below Step 3 of the applicable Pay group for the classification.

H:24 Evaluation of Bus Operators

The Parties have agreed to address the treatment of this position (which was formerly outside of any Job Evaluation Plan) in terms of the adequacy of this Job Description and rating, through Collective Bargaining. The agreed upon Job Description is that dated August 24th, 2007, and the agreed upon rating is that dated June 19th, 2002. The Parties agree that these documents will be effective for the term of this Agreement, and the Job Description and Rating shall not be subject to the "Job Implementation and Evaluation Procedures", "Job Challenge Procedures" or Arbitration Procedures of the new Job Evaluation Plan for the term of this Agreement. The Parties agree that the agreed to evaluation for Bus Operators shall not be used as a Benchmark job, or comparator, under the new Job Evaluation Manual.

H:25 Sign-Up Crews

The Parties agree to establish a Committee with both Unionized and Employer members, in order to review the current Sign Up Crew processes for Full Time and Part Time Operators. The Committee's goal is to establish a more efficient and timely process for completing the Crew Bid process.

H:26 Scheduling

The Parties agree to meet twice a year for a period of one (1) week each time in order to develop the most efficient crews which maximize the number of steady day/steady afternoon crews and reduced number of flex shifts. The Employer will pay for one (1) Unionized representative to meet with the Employer for up to eighty (80) hours a year. It is further agreed that the Parties will meet for one (1) day prior to each run bid to match crews.

The Parties are permitted to modify work rules including but not limited to lunches, the number of crews with scheduled overtime during the platform time and steady day premiums per Article H:02(3)(a) by mutual agreement in order to achieve the goals of the committee.

H:27(1) The Parties agree that the following provisions of Schedule H apply to the classification of Dispatcher:

H:01
H:03(1), (2), (3), (5), and (6)
H:05
H:07
H:13
H:15
H:16
H:17
H:19

H:27(2) **<u>Hours of Work</u>**

The basic hours of work for Employees in the classification of Dispatcher shall be from 4:30 a.m. to 10:00 p.m. Monday to Friday inclusive with one-half (½) hour unpaid meal break allotted therein (forty (40) hour work week).

SCHEDULE "H"

LETTER OF COMMITMENT

HLC:01 Forty Five (45) Minute Lunch Periods

The Employer commits to meet with the Unit Chair or his/her designate and one (1) other Bargaining Unit member prior to the posting of a run bid. The Parties will meet with the goal of eliminating all thirty (30) minute lunch periods (including those with two (2) thirty (30) minute lunch periods) and creating as many forty-five (45) minute lunch periods as possible. This exercise shall not result in an increase in the number of Crews or spare work established by the Employer. In order to achieve this goal, the Parties may agree to increase the number of crews that are assigned work during the second portion of the platform time as per Article H:02(11)(2) but only to a maximum of two-thirds (2/3) of the total number of crews.

HLC:02 Flexible Work Arrangements

In an effort to provide Operators with flexibility to change their work assignments the Parties agree that all Operators may request an alternate crew for any reason. The Employer will endeavor to fulfill as many requests as possible.

The Operators must submit a written request not later than one (1) day prior to the call out times, the request shall not result in an Operator moving from a piece of work to a full crew but may request a smaller piece of work and the request must ensure a minimum eight (8) hour rest period.

Notwithstanding the above, in the event of exceptional or unanticipated circumstances, an Operator may request an alternate crew with less than one day written request. It is understood that the Operator must disclose the details of the circumstance to the Employer for approval of the crew change with less than one day written notice.

The Parties shall meet every June during the life of the Collective Bargaining Agreement to review the process. The Parties agree that such requests will not be subject to the Grievance Procedure.

HLC:03 Current Point System Adjustment

The Parties agree that the current point system must be adjusted to recognize seniority hours earned and as such have agreed to the following:

- Hours and points earned while in the position of Part Time Operator shall remain.

- Additional hours accrued within the terms of this Collective Bargaining Agreement will be converted to points by dividing the hours by eight point seven-five (8.75). Those points will then be added to the Part Time Operator's current total.

- Those hours accrued within the Outside Bargaining Unit and recognized by the Inside Unit shall be converted to points by dividing the hours by eight point seven-five (8.75). Those points will then be added to the Part time Operator's current total.

- The Parties shall meet within thirty (30) days of ratification in order to adjust any points and agree on a start date.

HLC:04 **Permanent Bus Operators**

It is understood that the Employer will maintain two (2) Full Time Permanent Bus Operators. The Employer will post two (2) stand by crews Monday to Friday.

HLC:05 The Parties agree to establish a committee comprised of both Unionized and Employer members within sixty (60_ days of ratification in order to review and discuss Operator vacation as outlined in Article H:14(2). Any changes agreed to by the committee will be brought forward to the membership for a vote.

SUB-SCHEDULE “H:1"

ROTATING SCHEDULE OF DAYS OFF PERMANENT AND PROBATIONARY OPERATORS

SHIFT 1						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
X	X	X	W	W	W	W
W	X	W	W	W	W	W
X	X	X	W	W	W	W
W	X	W	W	W	W	W

SHIFT 2						
Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
W	X	W	W	W	W	W
X	X	X	W	W	W	W
W	X	W	W	W	W	W
X	X	X	W	W	W	W

X – DENOTES DAY OFF

W – DENOTES DAY TO WORK

SCHEDULE "I"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CITIZEN SERVICES DIVISION, GREATER SUDBURY PUBLIC LIBRARY DIVISION AND 311 CUSTOMER SERVICE SECTION OF THE COMMUNICATIONS AND COMMUNITY ENGAGEMENT DIVISION

All articles of the "Base" Collective Bargaining Agreement shall apply to Employees working in the above noted Divisions and Sections except as follows:

I:01(a) **Hours of Work: Citizen Service Centres, Libraries, Call Centre**

Article 15:01(1) shall not apply. The normal hours of work for these Employees shall be as follows:

Monday to Friday	between 8:00 a.m. and 9:30 p.m.
Saturday and Sunday	between 8:00 a.m. and 6:00 p.m.

Full Time Employees shall work five (5) consecutive days between Monday and Saturday consisting of seven (7) consecutive hours per day exclusive of a one (1) hour lunch period (thirty-five (35) hour work week).

I:01(b) It is agreed for the Term of this Agreement that Full Time Employees shall not be required to work on Sunday unless the work schedule is changed by mutual agreement or is changed when necessary to maintain continuity of service to the public. Part Time Employees shall be required to work on Sundays.

I:01(c) Article 15:01(1) shall not apply to office Employees at the MacKenzie Street Library. Rather, they shall work five (5) consecutive days between Monday and Friday consisting of seven (7) hours per day between 8:00 a.m. and 5:00 p.m. exclusive of a one (1) hour unpaid lunch period (thirty-five (35) hour work week). When assigned to public service work, Article I:01(a) shall apply to these Employees.

I:02 Senior 311 Call Centre Representative, Call Centre Representative and Citizen Service Representative (One Stop Services) shall work five (5) consecutive days between Monday and Friday consisting of eight (8) consecutive hours per day exclusive of a one-half (½) hour lunch period [forty (40) hour work week.

Notwithstanding Schedule I:01(a), the Senior 311 Call Centre Representative and Call Centre Representative may be scheduled between 7:30 a.m. and 7:30 p.m. and the Citizen Service Representative (One Stop Services) may be scheduled between 8:00 a.m. and 5:00 p.m.

I:03(a) Both Parties recognize the difficulty of arranging flexible working hours for Employees under this schedule. However, whenever it is possible to do so, without disrupting public service, flexible working hours will be implemented when mutually agreed to between the Citizen Service Employee and his/her Immediate Supervisor.

I:03(b) The Employer will make every reasonable effort to schedule Full Time Employees to work no more than two (2) weekends which shall be consecutive in a six (6) consecutive week period.

I:04(a) 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 and shall cover a period of no less than four (4) weeks.

I:04(b) Once the work schedule is posted, changes shall not be made to the schedule unless mutually agreed upon by the Employee and his/her Immediate Supervisor or for legitimate business purposes to provide for continuity of public service.

I:05 Part Time Employees shall receive a Sunday Differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2.66)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective July 11th, 2023, the Sunday Shift Differential will increase to **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74).**

Effective April 1st, 2024 the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82).**

Effective April 1st, 2025 the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY CENTS ($2.90).**

Effective April 1st, 2026 the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99).**

I:06 **Specified Paid Holidays**

Notwithstanding the provisions of Article 13 – Specified Paid Holidays, the Parties agree that in the event that a paid holiday falls on the Employee's regular day off, the Employee may elect to receive a day's pay in lieu or a day off in lieu at a time mutually agreed to between the Employee concerned and their Supervisor.

I:07 **Overtime**

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

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

I:08 The Employer agrees that protective smocks and/or coveralls shall be made available to Employees as conditions require.

I:09 Use of Volunteers

The Parties agree that because of the unique nature of Library Services within CGS, language around the use of Volunteers is needed for Schedule "I" facilities only, as follows:

(1) Volunteers are those individuals who perform a service for the Library with no personal financial gain. The Parties agree that Volunteers do not replace paid staff, but enrich and enhance library services. Furthermore, volunteer duties may include dressing shelves but not the reading of shelves.

(2) Work normally assigned to Bargaining Unit Members shall not be performed by Volunteers. Volunteers will only be utilized when there is paid staff on-site.

(3) The Employer shall not be restricted in the use of Volunteers for the delivery of homebound services, fundraising, computer training for the public, or special projects. The Employer agrees to discuss with the Local Union the utilization of Volunteers for special projects prior to the commencement of the project.

(4) The Employer shall provide to the Local Union every six (6) months a list of the Volunteers and hours worked by each Volunteer for the previous six (6) months.

I:10 Polling for Regular Part Time Employees

Notwithstanding that Article 11:06 applies generally to Permanent Employees holding permanent classifications, Regular Part Time Employees holding the classification of Branch Assistant**,** Citizen Services Representative and Page in another depot, even those in another Limited posting at the time of the vacancy, will be polled in order of seniority to move to the reporting depot containing the vacancy, and the last vacancy created by said polling will subsequently be posted.

SCHEDULE "I"

LETTER OF COMMITMENT

ILC:01 Evaluation of Masters' Degree in Library Science (MLS)

The Parties recognize that one (1) predecessor Employer, the Sudbury Public Library (SPL), and a predecessor Union - CUPE Local 207 (SPL), allowed an extra thirty (30) points in evaluating the Education factor (above the one hundred and fifty (150) point maximum allowed on the scale of the Job Evaluation Plan in use), when evaluating SPL positions where a MLS was required. The Parties have agreed that recognition of this additional education is not required for a Job Evaluation Compensation System to be Gender Neutral as defined in the *Pay Equity Act* (as partial resolution of Commission Complaint File #04.15772).

Notwithstanding the above, the Parties agree that current and future incumbents who are required to possess and who do possess a MLS shall, for as long as they occupy a position requiring a MLS be paid one (1) pay group above that which their rating by the CGS Job Evaluation Committee places the Job class for Job Evaluation/Pay Equity purposes.

SCHEDULE "J"

PROVISIONS SPECIFIC TO EMPLOYEES OF THE CORPORATE SECURITY AND BY-LAW SERVICES DIVISION

All Articles of the "Base" Collective Bargaining Agreement shall apply to the Full Time Employees in the classifications of By-law Enforcement Officer and Junior By-law Enforcement Officer and Full Time Security Enforcement Officer Lead and Full Time and Part Time Security Enforcement Officer except as follows:

J:01 Hours of Work for By-Law Enforcement Officers and Junior By-Law Enforcement Officers

Article 15:01 shall not apply. Rather, the normal hours of work for Full Time By-law Enforcement Officers and Full Time Junior By-law Enforcement Officers will consist of a thirty-five (35) hour work week with Employees working Saturday to Friday, day and afternoon shifts.

Saturday to Friday

Day Shift: seven (7) hour shifts between 8:30 a.m. and 4:30 p.m. exclusive of a one (1) hour unpaid lunch.

Afternoon Shift: seven (7) hours shifts between 2:00 p.m. and 10:00 p.m. exclusive of a one (1) hour unpaid lunch.

Notwithstanding the above, when there is mutual agreement between the Employee and the immediate Supervisor, the start time may be altered for the day shift to begin no earlier than 7:30 a.m. and the afternoon shift to begin no earlier than 11:00 a.m.

Full Time By-Law Enforcement and Full Time Junior By-Law Enforcement Officers shall not be scheduled to work more than two (2) weeks of afternoon shifts in every eight (8) week rotation. In addition, they may be scheduled to work (12) hour shifts on Saturday and Sunday, inclusive of two (2) half (½) hour unpaid meal breaks, once in an eight (8) week rotation.

In order to achieve the parameters listed above, one (1) hour of scheduled overtime will be included in the eight (8) week rotation. The one (1) hour of scheduled overtime shall be paid in accordance with Article 15:03(2) or may be banked as per Article J:04.

Employees will make their schedule selection based on seniority once annually. Officers will have until the posted deadline to make their selection of the desired schedule, by seniority. Officers who do not make their selection by the deadline will be assigned a schedule by the Employer.

J:02 Winter Shift Option

From December 1st to March 31st, Employees in the classifications of By-law Enforcement Officer and Junior By-law Enforcement Officer may be canvassed to work five (5) consecutive night shifts as defined in Article 15:01(3). This Winter Shift Option shall be limited to enforcement of the Traffic and Parking By-law 2010-1, and the Keeping of Animals and the Registration of Dogs and Cats By-Law 2002-285, as amended. Employees in the classifications of By-law Enforcement Officer and Junior By-law Enforcement Officer will be canvassed together as a group to work night shift by seniority and where required any assignments will be made in inverse order of seniority. When an Employee is expected to work on the night shift, they will be given at least seven (7) days notice. The Employee shall be paid overtime at the prevailing overtime rate for any hours worked outside of the basic hours of employ in Article 15:01(1). It is agreed that this Winter Shift Option will not involve work on split shifts and in all cases, Employees will continue to have eleven (11) continuous hours free from work between shifts.

J:03 **Shift Differentials**

Article 15:03(3) and Article 15:03(4) shall not apply. Rather, the Employees specified in Article J:01 shall receive a Sunday Shift Differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2.66)** for all hours worked. Article 15:05(1) shall apply for all hours worked between 4:00 p.m. and 10:00 p.m., Monday to Saturday.

Effective July 11th, 2023, the Sunday Shift Differential will increase to **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74).**

Effective April 1st, 2024 the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82).**

Effective April 1st, 2025 the Sunday Shift Differential will to **TWO DOLLARS AND NINETY CENTS ($2.90).**

Effective April 1st, 2026 the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99).**

J:03(a) The Parties agree that J:03 also applies to Regular Part Time Employees in the classification of Animal Shelter Attendant and By-Law Enforcement Officers.

J:04 **Banking of Overtime**

Full Time By-law Enforcement Officers and Full Time Junior By-law Enforcement Officers directed or authorized to work in excess of a regular work day or on a paid holiday shall be granted time off as is mutually agreeable between the Employee and the Manager. Such time off shall be at the applicable rate for the actual hours worked and be limited to a total accumulation of seventy (70) hours. Bank Time may be used to top up approved WI benefits.

Employees are required to indicate their intention to participate in the Bank Time Program no later than the end of November for the succeeding calendar year.

It is further agreed and understood that any such accumulated time not taken by December 31st of any given year shall be paid for by the Employer in accordance with the provisions of Article 15:03. Employees who receive pay for any unused Bank Time shall be paid at the rate of pay in effect at the time of its accrual.

J:05 <u>Standby</u>

By-law Enforcement Officers and Junior By-law Enforcement Officers may be offered Standby duty, by seniority, on a weekly rotating basis. Employees assigned to weekly Standby (Friday at 8:00 a.m. to the succeeding Friday at 8:00 a.m. inclusive) shall receive **TWO HUNDRED AND SEVENTY-THREE DOLLARS AND THIRTY-SIX CENTS ($273.36)** per week. Should the number of Officers participating in the rotation fall below eight (8), the junior Employee in the above noted classifications who is not participating will be assigned to the schedule to ensure a minimum rotation of eight (8) Employees.

Effective April 1st, 2023, the Standby rate will increase to **TWO HUNDRED AND EIGHTY-ONE DOLLARS AND FIFTY-SIX CENTS ($281.56).**

Effective April 1st, 2024, the Standby rate will increase to **TWO HUNDRED AND NINETY DOLLARS AND ONE CENT ($290.01).**

Effective April 1st, **2025**, the Standby rate will increase to **TWO HUNDRED AND NINETY-EIGHT DOLLARS AND SEVENTY-ONE CENTS (298.71).**

Effective April 1st, 2026, the Standby rate will increase to **THREE HUNDRED AND SEVEN DOLLARS AND SIXTY-SEVEN CENTS ($307.67).**

Any overtime worked while on Standby will be paid pursuant to Article 13:04, Article 15:03(2), Article 15:03(3) and Article 15:03(4).

Note: It is understood Part Time Employees may also be scheduled for Standby.

J:06 <u>Specified Paid Holidays</u>

Article 13:00 applies with the following exceptions:

Employees in the classifications of By-Law Enforcement Officer, Junior By-Law Enforcement Officer and Animal Shelter Attendant shall abide by the master schedule regarding the holidays identified in Article 13:01(1) of the Collective Bargaining Agreement. The paid holiday shall be the twenty-four (24) hour period comprising the holiday regardless of when the shift starts and ends.

Employees in the above-noted classifications whose regular shift falls wholly or partially on a holiday as identified in Article 13:01(1) shall be paid at time and one-half (1 ½) their regular rate for those hours falling on the holiday. In addition, Permanent Full-Time Employees will be given the option of receiving payment for those hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the current rate.

In addition, when a Specified Paid Holiday falls on a Permanent Full-Time Employee's regular day off, they will be given the option of receiving payment of seven (7) hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the current rate.

It is understood that Article 13:03 and 13:04 do not apply to the above noted classifications.

It is understood that for Part Time Employees in the classifications listed in J:06, Article 13:01(1) shall apply, save and except the eligibility for payment will follow Schedule C:07.

J:07 Hours of Work Provisions for Part Time Employees in the Classification of Animal Shelter Attendants and By-Law Enforcement Officers

(a) C:12 shall not apply. Rather, Part Time Employees in J:07 can work up to eight (8) hours at straight time. It is understood that overtime will only apply after thirty-five (35) hours in a week.

(b) Unless mutually agreed upon, Part Time Employees shall not be scheduled more than six (6) consecutive shifts in a row without a minimum of twenty-four (24) hours continuous break in service.

J:08 Provisions for Security Enforcement Officer Leads and Security Enforcement Officer

The Parties agree that Article 15:00 of the base Collective Agreement shall not apply. Rather, the following will apply as specified:

J:08(1) Hours of Work

(a) For Full Time Employees in the classification listed in J:08, the Employer has the ability to implement eight (8), ten (10) and twelve (12) hour shift schedules, inclusive of one (1) hour unpaid meal break or two (2) half hour unpaid meal break based on operational needs.

(b) For Part Time Employees in the classification listed in J:08, it is understood that they can be scheduled up to twelve (12) hour per shift at straight time.

(c) Regular hours of work for all Full-time Security Enforcement Officers will be seventy-seven (77) hours bi-weekly, on a seven (7) day per week, twenty-four (24) hour per day rotation, and averaged over a two (2) week period. The regular work week shall be in accordance with a rotating schedule drawn up by the Employer.

(d) All Employees in the Security Enforcement Officer classification have the ability to switch shifts with each other as long as the change does not incur any

overtime or change their average number of hours on a bi-weekly basis for averaging purposes.

J:08(2) Shift Schedules and Training for Full-Time Employees

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

Where the change prescribed above results in fewer or more hours that the Employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to a zero (0) by November 15th of the calendar year of the completion of the training program, without any loss of pay by the Employee or overtime payments by the Employer as follows:

(a) The Employee shall be required to work a corresponding number of hours to make up for any deficit hours; or

(b) The Employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.

(c) Where there is a mutual agreement, an Employee may receive pay at his/her basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with (b), above.

(d) By November 15th of the calendar year the Employee must obtain approval for the extra hours to be used/scheduled by December 31st, any such hours remaining to the Employee's credit shall be paid at the rate of one and one-half (1 ½) times the Employee's basic hourly rate.

When Employees are required to attend training on a regular day off, the Employer will schedule a minimum eight (8) hour day except where the training schedule is delivered by a third party in which case the Employer will endeavor to augment the training session in order to schedule a minimum eight (8) hour day. Notwithstanding, training related to driver training/remediation and/or remedial skills training may be scheduled for no less than four (4) hours.

J:08(3) Article 24:01 – W.I. Days

Article 24:01(1)(h) applies to Permanent Full-Time with the following addition: the six (6) Weekly Indemnity Banked Days shall be converted to hours, based on eleven (11) hours per day for a total entitlement of sixty-six (66) hours.

J:08(4) Specified Paid Holidays

Article 13:00 applies with the following exceptions:

Security Enforcement Officers shall abide by the master schedule regarding the holidays identified in Article 13:01(1) of the Collective Bargaining Agreement. The paid holiday

shall be the twenty-four (24) hour period comprising the holiday regardless of when the shift starts and ends.

Security Enforcement Officers whose regular shift falls wholly or partially on a holiday as identified in Article 13:01(1) shall be paid at time and one-half (1 ½) their regular rate for those hours falling on the holiday. In addition, Permanent Full-time Employees will be given the option of receiving payment for those hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the current rate.

In addition, when a Specified Paid Holiday falls on a Permanent Full-Time Employee's regular day off, they will be given the option of receiving payment of seven point seven (7.7) hours or lieu time with pay, such lieu time to be scheduled at a mutually agreed upon time following the holiday. Any compensating leave accumulated under this Article which is not used before December 31st shall be paid at the current rate.

Full Time Security Enforcement Officers shall receive pay for the holiday at the rate of seven point seven (7.7) hours for the day.

It is understood that Article 13:03 and 13:04 does not apply to Security Enforcement Officer Lead and Security Enforcement Officers.

It is understood that Part Time Employees in the classifications listed in J:08, Article 13:01(1) shall apply, save and except the eligibility for payment will follow Schedule C:07.

J:08(5) <u>ARTICLE 14:00 – Annual Vacations</u>

Article 14 applies only to Permanent Full-Time Employees but for the purpose of administration of annual vacations, the vacation entitlement as outlined in Article 14 will be defined in hours (i.e. three (3) calendar weeks equates to one hundred and fifteen and a half (115.5) hours or thirty-eight and one-half (38.5) hours per week).

Article C:08 applies to Part-time Security Enforcement Officers.

J:08(6) <u>ARTICLE 15:02 – Breaks</u>

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

J:08(7) <u>ARTICLE 15:05 – Shift Differentials</u>

Article 15:05 shall be defined as follows with the respective shift premiums to apply and be paid for all hours worked within the respective time period as follows:

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

J:08(8) **ARTICLES 15:03(3) and 15:03(4) – Work on the Weekend**

Article 15:03(3) and Article 15:03(4) do not apply to any Security Enforcement Officers. Rather, Full-time and Regular Part-time Employees who work on a Saturday or Sunday, such shift will be paid at a regular rate of pay unless such shift qualifies for overtime in accordance with the overtime language below. Full-time and Regular Part-time Security Enforcement Officers shall receive a Sunday Differential of **TWO DOLLARS AND SIXTY-SIX CENTS ($2.66)** for Sunday regular hours of work. The Sunday Differential set out in this Article shall not apply when overtime or premium rates apply.

Effective July 11th, 2023, the Sunday Shift Differential will increase to **TWO DOLLARS AND SEVENTY-FOUR CENTS ($2.74)**.

Effective April 1st, 2024, the Sunday Shift Differential will increase to **TWO DOLLARS AND EIGHTY-TWO CENTS ($2.82)**.

Effective April 1st, 2025, the Sunday Shift Differential will to **TWO CENTS ($2.62) TWO DOLLARS AND NINETY CENTS ($2.90)**.

Effective April 1st, 2026, the Sunday Shift Differential will increase to **TWO DOLLARS AND NINETY-NINE CENTS ($2.99)**.

J:08(9) **ARTICLE 15:03 – Overtime**

Article 15:03 does not apply to Security Enforcement Officers and is replaced with the following:

For all hours worked in excess of the regular daily scheduled shift or average of seventy-seven (77) hours bi-weekly, shall be paid the overtime rate of time and one-half (1½) for overtime with the following conditions:

(a) The overtime rate will be paid for any authorized period of work that is longer than fifteen (15) minutes and will be calculated upwards to the nearest half-hour (½) when performed on a scheduled working day in addition to the regular working period. It is agreed and understood that calls from Dispatch/Control Centre or the Employer constitute authorized periods of work.

(b) When the Employer determines that an overtime shift is to be worked, it shall be assigned to meet operational requirements and distributed over the calendar year as equitably as possible. In accordance with operational requirements, Full Time Employees will be offered overtime work prior to the work being offered to Part Time Employees at overtime rates.

(c) Time off in lieu may be taken on a mutually agreed upon basis between the Employee and the Employer. Such time off will be the equivalent of the premium rate the Employee has earned for working overtime. Employees will be allowed to accumulate overtime up to a maximum of six (6) shifts at any time. All accumulated overtime must be utilized or paid by December 31st of that calendar year. Bank Time may be used to top up approved WI benefits.

Note: Banked time shall only be applicable to Permanent Full-Time Employees.

(d) Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

(e) Article C:11 – Overtime shall apply to Part-time Security Enforcement Officers; except that they will only receive overtime pay after having worked over eleven (11) hours in a day or seventy-seven (77) in any bi-weekly period.

Call Out

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

J:08(10) ARTICLE 16:05 – Jury and Witness Duty Leave

Article 16:05 applies with the following amendments:

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

J:08(11) Uniforms

All new hired Security Enforcement Officers receive the following upon hire:

Full-time Employees	Part-time Employees
• Three (3) pants • Four (4) shirts • One (1) duty belt • One (1) set of hand cuffs and one (1) pouch • One (1) asp and scabbard • One (1) flashlight • One (1) protective vest • One pair (1) of gloves • One (1) toque • One (1) ball cap • One (1) 3-in-1 jacket • One (1) sweater • One (1) dickie • One (1) tie	• Two (2) pants • Three (3) shirts • One (1) duty belt • One (1) set of hand cuffs and one (1) pouch • One (1) asp and scabbard • One (1) flashlight • One (1) protective vest • One pair (1) of gloves • One (1) toque • One(1) ball cap • One (1) 3-in-1 jacket • One (1) sweater • One (1) dickie • One (1) tie

The Employer commits to providing any part-time Employee working full-time hours as a result of a long term posting greater than one (1) year, one (1) additional pant and one (1) additional shirt.

J:08(12) **Dry Cleaning**

In the event that an Employee comes into contact with a disagreeable substance while on shift that would be considered a health and safety concern, the Employer agrees to reimburse the cost of dry cleaning the Employee's uniform with advance approval from the supervisor.

J:09 All Employees in the classifications listed in Schedule J will be issued one (1) layered four season coat upon hire and replaced as required.

SCHEDULE "K"

THE CITY OF GREATER SUDBURY ADVANCE VACATION PAY REQUEST

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

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

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

I, _____, 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 Number:_____

Department:_____

_____

Employee Signature

_____

Approved by Executive Leadership Team Member

_____

Date Received by Payroll Section

SCHEDULE "L"

THE CITY OF GREATER SUDBURY APPLICATION FOR BEREAVEMENT LEAVE FORM

I, _____ Employee ID # _____ hereby make application for

Bereavement Leave Pay due to the death of: _____

Date Deceased: _____

Relationship to me: _____

Residence of Deceased: _____

Date of Service: _____ Location: _____

Date of Interment: _____ Location: _____

Distance travelled in Kilometres: _____ one way if requesting travel time

I am requesting the following Bereavement Leave as provided for under my Collective Bargaining Agreement or City Policy (see back of form):

Total of _____ working days from _____ to _____

_____ days (paid) Bereavement Leave)

_____ days Travel to Attend At a Service (must be requested in advance)

_____ days (unpaid) Leave for Travel to Attend a Service

_____ days (Sick Leave Credit for third day – maximum of one day)

Employee Signature: _____

Date Signed: _____

APPROVED ☐ NOT APPROVED ☐

REASON FOR NON APPROVAL _____

_____

SIGNATURE: _____

ELT Member, Division, or Section Head

Date Signed: _____

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

LETTERS OF COMMITMENT

LC:01 Employee Motor Vehicle Usage

The Employer agrees that no Employee of this Bargaining Unit is currently required (as a condition of Employment) to use their personal vehicle on City business. Therefore the following phrase (contained in every Job description of this Bargaining Unit implemented prior to ratification) will be deemed deleted from all Job Descriptions of the Bargaining Unit on date of ratification:

"May require the use of a personal or City vehicle on City business".

The other related requirements in all Job descriptions of this unit (i.e. "must be physically capable of operating a vehicle safely, possess a valid drivers licence, have an acceptable driving record and personal insurance coverage") will be reviewed for each job during the Job Evaluation process, and maintained only where deemed bona fide.

In the future, notwithstanding Article 20:03(2), should the Employer require Employees to use a personal vehicle on City business as a condition of employment, the following provision will be in effect:

Employees required to use and operate their own motor vehicle (as a condition of employment) shall be compensated for the use of same at the rate of **ONE HUNDRED AND SEVENTY-FIVE ($175.00) DOLLARS** per month, plus a motor vehicle mileage rate of **SIXTY-TWO CENTS ($0.62)** per business kilometre. The above motor vehicle mileage allowance will only be in effect while an Employee is required as a condition of employment to use his/her personal vehicle, and is actually working. It is understood that the per kilometre rate will be adjusted from time to time by CGS Council.

For absences from work under Weekly Indemnity (W.I.) or WSIB, the Employee shall continue to be eligible for Vehicle Allowance for sixty (60) calendar days commencing from the initial day of absence. Upon return to work, after the sixty (60) calendar day period, the Employee's vehicle Allowance shall be pro - rated for the balance of that month.

LC:02 Training

The Employer and the Union agree that training is an important issue. As a result, the issue of training will be discussed by the Labour-Management Committee with the objective of reviewing the present methods of training, opportunities for training and making joint recommendations concerning training initiatives.

Notwithstanding any provision in the Agreement to the contrary, when an Employee is required to travel outside of normal working hours for purposes of attending training programs outside CGS' geographic boundaries, the Employee shall be compensated at straight time for travel time. The Employee will have the option of pay or banking of the travel time, to be taken at a time mutually agreed upon between the Employee and his/her Supervisor. Failing mutual agreement, the bank time will be paid out three (3) months after it was accrued.

LC:03 Medical Certificates

Should an Employee on LTD incur over **TWO HUNDRED AND FIFTY ($250.00) DOLLARS** in medical certificates expenses as required by our LTD carrier over a calendar year, on presentation of receipts to the Health and Safety Section, the Employer will give consideration to reimbursing the amount over **TWO HUNDRED AND FIFTY ($250.00) DOLLARS**, on verification (with the Employee's consent) that the carrier required the certificates, and that the Employee was not directed away from the practitioner(s) in question for reasons of cost, and that there were no other circumstances surrounding the case that would make reimbursement inappropriate.

LC:04 Grand Parenting Payment in Lieu (PIL)

The Employer agrees to grandparent those remaining three (3) Part Time Emergency Services Employees who were receiving twelve (12%) percent Payment in Lieu (PIL) prior to ratification of the 2002 - 2005 Collective Bargaining Agreement, with OMERS carve out (if applicable). Should a grand parented Employee leave the Part Time classification for any reason other than a Limited Posting, their grand parented status for PIL would cease.

LC:05 Grand Parenting Group RRSP Participants and CSB's

The Parties agree to grandparent participation in payroll deduction Group RRSP's to those Employees who participated on the date of ratification of the 2002 - 2005 Collective Bargaining Agreement in the current amounts deducted, per the listing of names provided to the Union on June 13th, 2002. The amounts cannot be adjusted up or down, and should an Employee wish to discontinue their contribution, their grand parented status will cease.

The Parties agree that all Employees may participate in payroll deduction at the local Credit Unions. Employees participating may change the level of payroll deduction one time (1x) per year.

LC:06 Transitional Semi-Private Provision

The Parties agreed to eliminate semi-private and private hospital room coverages from the Plan, effective the first of the month following ratification of the 1996 - 1999 Agreement. All Employees were advised that this coverage is no longer available and if an Employee wants a semi-private or private room, they will pay for same directly. However, where Area Hospitals bill Employees for semi-private or private rooms without the Employee having requested same, those bills will be paid by the Employer on presentation of invoices to the Human Resources and Organizational Development Department, and the issue of improper bills will be taken up by the Employer and the Hospital involved. The issue of improper billing will not exist where only semi-private/private rooms are available and the carrying agency can legally force the premium for the room to be paid. In such instances the premium for the room will be paid by the Employer. This arrangement only applies to semi-private/private rooms and will not be extended to current/future daily fees for chronically ill patients, or other accommodation charges which are not contemplated by our Plan design.

LC:07 Tracking Temporary Employees

The Employer commits to work with the Union to provide more current, regular and meaningful data on the status of Temporary Employees than that already provided under Article 9:02(3) (Listing of Temporary Employees). Automated and remote reporting will be explored as a means of providing quality information without excessively increasing administrative burden.

LC:08 Municipal Elections

The Parties agree that during a Municipal Election the Employer will put out a call for volunteers to provide general administrative support to the election process with an option to invoke Article 4:01 if necessary. Employees understand that they will be required to work more than their regular hours of work.

It is agreed that Employees who volunteer to support a Municipal Election will receive one (1) day in lieu for each day volunteered that does not fall on a weekend and one and one-half (1 ½) days in lieu for each day volunteered that falls on a weekend. Employees will also maintain their regular pay for hours regularly scheduled, if regularly scheduled to work on a day volunteered. It is understood that if an Employee volunteers on a day that they are not regularly scheduled to be at work that lieu time is the only compensation owed to them.

It is further acknowledged that lieu time calculations for all Employees will be based on what a full-time Employee would receive within the classification in question. For example, a Part Time Employee that works in a classification where Full Time Employees work eight (8) hours per day will receive eight (8) hours of lieu time (as a day in lieu), in the same way a Full-Time Employee in that same classification would.

Finally, the Parties acknowledge that lieu time provided to Employees under this Letter of Commitment will take the form of additional vacation time to be added to an Employee's vacation bank. For Employees who do not have a vacation bank (temporary staff, part-time staff, etc.), the Employer will create an Election Leave Vacation Bank for the vacation time to be added and drawn upon by Employees.

LC:09 Community Assistance

When CGS personnel are requested to assist another community in the event of an emergency, Employees will be canvassed to volunteer to assist. Employees who are not scheduled to work during the relevant period will be canvassed first by seniority. If more workers are required, Employees who are scheduled to work will be canvassed by seniority and subject to operational requirements. Nothing in this LC precludes the Employer from deploying Non Union staff to assist in the emergency.

LC:10 NRA 60

The Parties agree to meet to discuss the recently approved changes under Ontario Municipal Employees Retirement System (OMERS) that expands the groups eligible for normal retirement age 60 to Paramedics effective January 1, 2021. It is understood the conversion from the current NRA 65 to NRA 60 is subject to negotiation between the Parties.

LC:11 Wellness Cards

The Employer commits to amending the eligibility for the Wellness Card program to include Casual Part Time Employees upon ratification. To access the benefits of the Wellness Card, Casual Part Time Employees will need to obtain an Employee Identification Card/Wellness Card.

Note: Seasonal Part Time Employees are not eligible for the Wellness Card program.

LC:12 Driver's Medical Examination

Employees required to obtain a driver's medical examination in order to maintain their commercial driver's licence in accordance with Ministry of Transportation requirements shall, on presentation of a receipt, be reimbursed for the costs of obtaining such medical up to a maximum of **ONE HUNDRED AND FORTY ($140.00) DOLLARS**. It is acknowledged that this reimbursement is not subject to a general wage increase.

LC:13 Investigation Meetings

The Parties agree that when the Employer schedules a meeting with an Employee for the purposes of conducting an investigation (excluding investigations under the Workplace Violence, Harassment and Discrimination Prevention Policy), and more than one (1) Non Union Employee is present, the Employee shall be offered the opportunity to have Union Representation. No such meeting will be cancelled due to Union unavailability.

LC:14 Remote Work Policy

The Employer commits to meet with the Union to advise of and discuss any changes to the Remote Work Policy before they are communicated to Employees or are implemented.

It is understood that this Letter of Commitment in no way restricts the Employer from amending the policy.

LC:15 Water/Wastewater Stakeholder Engagement Coordinator

Notwithstanding Article 11:01(5) and Article 27:04 of the Collective Bargaining Agreement, the Parties agree that the Employer may hire a single incumbent into the classification of Water/Wastewater Stakeholder Engagement Coordinator for a period of up to five (5) years. The Parties agree that should the position be filled by an individual other than a Permanent Employee, he/she will not rank as a Permanent Employee despite holding a temporary position for a five (5) year period.

Upon implementation of the position of Water/Wastewater Stakeholder Engagement Coordinator, the Parties agree that the Employer may schedule the Water/Wastewater Stakeholder Engagement Coordinator to work one (1) afternoon shift per week from 1:00 p.m. to 9:00 p.m. for the purposes of attending community meetings or events or to conduct community outreach initiatives. The Parties further agree that the Employer may

schedule the Water/Wastewater Stakeholder Engagement Coordinator to work a day shift on Saturday and/or Sunday for no more than one (1) weekend per month provided a minimum of six (6) weeks' notice is provided to the Employee. It is understood that a full weekend (i.e. both Saturday and Sunday) can be scheduled, as required. The Parties agree that the provisions in Article 15:03(5) apply to the classification of Water/Wastewater Stakeholder Engagement Coordinator.

The Parties further agree that should this position be filled by an individual other than a Permanent Employee, the following terms and conditions shall apply:

(1) The incumbent temporary Employee will accumulate one (1) day of Sick Leave per month for the period of employment. The accumulation of these Sick Leave Days will commence on the first day of employment, however, utilization of these Sick Leave Days are not permitted until the seventh (7th) month of continuous employment. Although Sick Leave Days are cumulative, there will be no pay-out under any circumstances. Furthermore, all accumulated Sick Leave Days will be netted to zero (0) days should the incumbent Employee obtain permanent status.

(2) Notwithstanding Article 24:00, effective the first of the month following the date the incumbent temporary Employee is hired, the Employer agrees to contribute 100% of the total Employee premium costs for the following Plans:

(i) Comprehensive Extended Health Care in accordance with Article 24:01(1)(i)(b)

(ii) Paramedical Coverage in accordance with Article 24:01(1)(i)(c)(iii) Dental Coverage in accordance with Article 24:01(1)(i)(d)

It is expressly understood that no other benefits outlined in Article 24 of the Collective Bargaining Agreement apply to the incumbent temporary Employee.

(3) The incumbent temporary Employee shall be entitled to two (2) calendar weeks of paid vacation (at his/her basic rate in effect immediately prior to the commencement of vacation) per calendar year. For the initial vacation entitlement period, vacation entitlement will be calculated on a pro-rata basis.

(4) The incumbent temporary Employee may participate in the Ontario Municipal Employees Retirement System (OMERS) at his/her option, provided he/she meets the test under the *Pension Benefits Act*.

(5) The incumbent temporary Employee shall be paid shift differential, as applicable, in accordance with Article 15:05.

(6) The incumbent temporary Employee shall be entitled to Annual Reviews in accordance with Article 15:07(3).

(7) The incumbent temporary Employee who has accepted the five (5) year Limited posting in question will not be considered for any other Limited posting unless the

other Limited position is posted within thirty (30) calendar days of the expiration of the five (5) year Limited posting in question or by mutual consent of the Parties hereto.

For clarity, the Parties agree that should this position be filled by a Permanent Full Time or Permanent Part Time Employee, the terms and conditions of the Collective Bargaining Agreement apply.

DATED at the City of Greater Sudbury, Ontario this **18th** day of **February**, A. D. **2025**.

THE CITY OF GREATER SUDBURY

G.Servais
G.Servais (Feb 18, 2025 16:13 EST)

Bruno Lafortune (Feb 24, 2025 08:48 EST)

Melissa Roney
Melissa Roney (Feb 18, 2025 23:08 EST)

Erin Thompson (Feb 18, 2025 22:24 EST)

Shawn Turner
Shawn Turner (Feb 18, 2025 18:49 EST)

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

Bryan Keith (Feb 19, 2025 08:52 EST)

LOCAL UNION PRESIDENT

Chair Inside (Feb 18, 2025 16:07 EST)

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

Eric Legendre (Feb 18, 2025 17:05 EST)

BARGAINING COMMITTEE MEMBER

Bob Lagace (Feb 20, 2025 08:34 EST)

BARGAINING COMMITTEE MEMBER

Julia Schlaepfer (Feb 28, 2025 07:18 EST)

BARGAINING COMMITTEE MEMBER

Jacqueline Comeau (Feb 18, 2025 16:25 EST)

CUPE NATIONAL SERVICING REPRESENTATIVE

BY-LAW 2003-144A

A BY-LAW OF THE CITY OF GREATER SUDBURY CONCERNING SICK LEAVE CREDIT GRATUITIES FOR THE EMPLOYEES OF THE CITY OF GREATER SUDBURY

WHEREAS the Council of The City of Greater Sudbury deems it desirable to consolidate the various plans of sick leave credit gratuities for the Employees of the City of Greater Sudbury established by the Councils of the former Area Municipalities;

NOW THEREFORE THE COUNCIL OF THE CITY OF GREATER SUDBURY ENACTS AS FOLLOWS:

1. In this By-law,

(a) "AREA MUNICIPALITY" means any one of the former seven (7) area municipalities of the former Regional Municipality of Sudbury,

(b) "BASIC RATE" means the rate of pay of the individual's permanent job classification at the time of injury/sickness,

(c) "CITY" means the City of Greater Sudbury,

(d) "COUNCIL" means the Council of the City of Greater Sudbury,

(e) "EMPLOYEE" means only persons in the employ of the City of Greater Sudbury, in the following groups:

(i) Permanent Employees who are Members of the Canadian Union of Public Employees and its Local 4705, Inside and Outside Units;

(ii) Permanent, Non Union Employees representing management of the City of Greater Sudbury,

(f) "EMPLOYEE HEALTH CARE - personal maintenance of" means the personal attendance by a legally qualified and licensed medical practitioner, medical specialist, dentist, chiropractor, optometrist or physiotherapist for diagnostic or treatment services to an Employee whether through direct Employee contact or subsequent referral,

(g) "FROZEN SICK LEAVE CREDIT" means a per diem allowance or portion thereof as provided by this By-law for sick leave absence,

(h) "GENERAL MANAGER" means the Chief Administrative Officer, General Manager of Citizen and Leisure Services, General Manager of Corporate Services, General Manager of Economic Development and Planning, General Manager of Emergency Services, General Manager of Health and Social Services, General Manager of Public Works, and their designates,

(i) "MONTH" shall mean a calendar month,

(j) "NET PAY" means the value of the Employee's basic rate of pay less E.I., C.P.P., Income Tax, and O.M.E.R.S. deductions,

(k) "REGULAR ATTENDANCE" means the attendance of an Employee at his/her duties for any month, on the days and during the hours for which his/her attendance is required during that month, according to the terms of his/her employment,

(l) "SERVICE" means all attendances and authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks,

(m) "SICK LEAVE ABSENCE" means absence from regular attendance by sickness or other physical incapacity,

(n) "SICK LEAVE CERTIFICATE" means a certificate verifying a claim for sick leave in the form attached hereto and forming part of the By-law as Schedule "A", and

(o) "TREASURER" shall mean the Treasurer of the City of Greater Sudbury.

2. (a) A plan of sick leave credit gratuities is hereby continued for all Employees as defined above, save and except those Employees of the former Town of Onaping Falls and the former Town of Walden and, subject to the control of Council, the conduct and management of the plan shall be vested in the Director of Human Resources.

(b) The Director of Human Resources shall perform all things necessary or incidental to carry on the frozen sick leave credit gratuities plan. Each General Manager, in conjunction with the Director of Human Resources, shall have the power to allow, amend or disallow any frozen sick leave credit or sick leave absence for an Employee in accordance with the terms of this By-law, provided, however, that the disallowance by the Director of Human Resources of any frozen sick leave credit or sick leave absence shall be subject to the appeal set out in Section 5 of this By-law.

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

(d) Sick leave absences for those Employees who normally are considered to work a five (5) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one (1) day's credit. Sick leave absences that are less than a full day shall be charged against the credits on an hour for hour absence basis.

(e) Employees requiring sick leave absences for "Employee Health Care - personal maintenance of" shall be restricted to a maximum of four (4) hours pay within a span of a work day.

(f) Sick leave absences for those Employees who normally work a four (4) day week shall be charged against the credits provided therefor, on the basis of a day off being equal to one and one-quarter (1.25) days' credit.

3. (a) An Employee who is absent from his/her duties for more than five (5) working days from a compensable accident suffered during the course of his/her duties as an Employee of the City, may apply to the City to make up the change and difference in pay between his/her Workplace Safety Insurance and his/her net pay. If such a request is made, then commencing on the sixth (6th) working day and for each additional working day for which the Employee is absent due to the accident, there shall be charged against his/her sick leave credits that portion paid to the said Employee by the City, converted to days or a portion thereof.

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

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

(d) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons which days of absence shall be deducted from their non-accumulative sick leave credits, subject to the provision that such compassionate leave is not provided by some other City provision.

(e) An Employee shall not be entitled to benefits under Section 3(d) if he/she fails, upon request, to furnish his/her Supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence.

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

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

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

4. (a) An Employee shall report his/her illness no later than the first (1st) hour on the first (1st) day on which such Employee is absent from his/her work, to his/her Supervisor, or as otherwise directed by sectional policy.

(b) Upon an Employee's return, he/she shall file with his/her Supervisor or designate, a completed Application for Sick Leave Absence as set out in Schedule "A", if the absence has been in excess of three (3) consecutive work days, he/she may also be required by his/her Supervisor to file a physician's certificate in accordance with the Weekly Indemnity Insurance Plan.

(c) The sick leave certificate, supported by a physician's certificate if required by the Supervisor, shall be filed when the claim of any Employee is for a day immediately preceding or succeeding a public holiday, vacation leave, a Saturday or a Sunday, or the Employee' s normal day off.

(d) A General Manager or designate, upon previous notice or interview, may demand a medical doctor's certificate for a one (1) day or two (2) day sick leave of absence.

5. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each General Manager an annual statement of frozen sick leave credits for each Employee in the Department. Any Employee shall have the right to appeal the contents of the said statement in relation to the credits and deductions for the previous year on written

application, to be filed with the Treasurer of the City prior to the 15th of March of the year in which the statement was received, provided that if no appeal is filed as aforesaid, the contents of the said statement shall be considered final and binding.

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

(c) Where an appeal is filed with the Treasurer he/she shall forthwith notify the Director of Human Resources and President of the appealing Employee's Union (or Non Union representative). The Board shall set a date for the hearing of the appeal and the Chair shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven (7) days prior to the date set by the Board for the hearing of the appeal.

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

6. (a) When an Employee having five (5) years of completed service with the City or on transfer with uninterrupted service from an Area Municipality, save and except those Employees of the former Town of Onaping Falls, City of Valley East and Town of Walden, ceases to be employed by the City there shall be paid to him/her or to his/her personal

representative or, failing a personal representative, to such other person as the Board of Review may determine:

(i) for those Employees who normally work a five (5) day week an amount equal to his/her current daily salary, wages or other remuneration for one-half (½) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half (½) year's earnings at the basic daily rate received by him/her immediately prior to termination employment.

(ii) for those Employees who normally work a four (4) day week an amount equal to point eight zero (.80) (4/5) of his/her current daily salary, wages or remuneration for one-half (½) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half (½) year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

7. Frozen sick leave credits payable herein shall be payable to any qualified Employee under Section 6(a) upon termination of employment regardless of cause, provided, however, that the City may withhold therefrom any amount for which such Employee is legally liable to account to the City in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the City. Any dispute over amounts so withheld shall be determined by the Grievance Procedure established by the relevant bargaining agreement for the Employee. This By-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

8. This By-law does not apply to Registered Nurses employed at Pioneer Manor Long Term Care Facility in the City of Greater Sudbury, as the result of an arbitration award made pursuant to the *Hospital Labour Disputes Arbitration Act* by Brent Arbitrations Incorporated dated the 16th day of September, 1980.

9. Each of the following bylaws are hereby repealed, with all credits and gratuities earned under the repealed By-law continued:

(a) By-law 68-68 of the former Township of Blezard;

(b) By-law 1009 and 72-48 of the former Town of Capreol;

(c) By-law 72-12 of the former Town of Copper Cliff;

(d) By-law 66-2 for the former Town of Dowling;

(e) By-laws 57-63 and 76-64 of the former Township of Hanmer;

(f) By-law 238 of the former Town of Levack

(g) By-laws 1052 and 1104 of the former Township of McKim;

(h) By-law 65-11 of the former Township of Neelon and Garson;

(i) By-law 97-03 of the former Town of Nickel Centre;

(j) By-law 66-19 of the former Township of Rayside;

(k) By-law 99-34 of the former Town of Rayside Balfour;

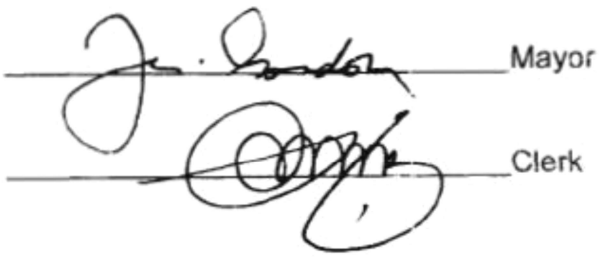
(l) By-law 99-99A of the former Regional Municipality of Sudbury;

(m) By-laws 60-132, 63-30, 73-17, 74-114, 74-181, 78-57; 80-176, 81-100, 82-119, 82-120, 87-226, 88-107 of the former City of Sudbury; and

(n) By-law 98-07 of the former Town of Valley East.

10. This By-law shall come into force and effect retroactively as of January 1st, 2001.

READ THREE TIMES AND PASSED IN OPEN COUNCIL this 26th day of June, 2003.



Mayor

Clerk

SCHEDULE 'A' TO BY-LAW 2003-144A
OF THE CITY OF GREATER SUDBURY
SICK LEAVE CERTIFICATE

(1) **EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE**

I hereby apply for sick leave absence and certify that my absence was occasioned by

_____sickness

_____accident

from _____to _____ inclusive.

Nature of Sickness of Accident:

Total Days: _____

Date: _____ _____
Employee's Signature

DECISION ON APPLICATION

(2) The above application

(a) is approved

(b) is not approved

(c) is approved but amended as follows:

Dated: _____ _____
Signature of Supervisor or Designate

2023 – 2027

COLLECTIVE BARGAINING AGREEMENT

THE CITY OF GREATER SUDBURY

AND

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

INDEX

DESCRIPTION	ARTICLE	PAGE
Agenda and Minutes – City Council	8:04	9
AGREEMENT – SIGNING AUTHORITIES	**32:00**	**62**
Annual Increments	15:08(1)	31
Annual Review	15:06	30
ANNUAL VACATIONS	**14:00**	**22**
Application of Seniority for Temporary Employment	9:10	13
Apprenticeship Programs	11:07	19
ARBITRATION	**7:00**	**8**
Arbitrators	7:06	8
Bank Time – Time Off in Lieu of Overtime Pay	15:03(9)	28
Basic Rate	27:07	58
Bilingual Position(s) – Mandatory	20:07	42
Bereavement Leave	16:09	36
Breaks	15:02	27
Bridging Income/Advance Pending WI or LTD Applications	24:07	52
BULLETIN BOARDS	**21:00**	**44**

Bumping Procedure	9:08	12
CANADA LIFE (OR EQUIVALENT) INSURANCE COVERAGE – HOSPITAL MEDICAL AND DENTAL BENEFITS AND GROUP LIFE INSURANCE COVERAGE	**24:00**	**44**
Casual/Seasonal Part Time Employee	27:03(2)	57
COLLECTIVE BARGAINING AGREEMENT – EXTENSION OF TERM	**30:00**	**60**
Community Assistance	LC:09	168
Complementing Municipal Services	15:01	25
Compressed Work Week Program	15:09	32
Continuing Policies	15:08	31
CONTRACTING IN AND CONTRACTING OUT	**28:00**	**58**
Contracting In Process	28:01(2)	59
DEFINITIONS	**27:00**	**56**
Demotion	15:08(4)	31
Discipline	8:03	9
Driver's Medical Examination	LC:12	169
Employee	27:08	58
Employee Early Retirement/Disabled Benefit Plan	24:06	50
Employee Motor Vehicle Usage	20:03	39
Employee Motor Vehicle Usage	LC:01	166
Employee Records	6:04	6
EMPLOYER RIGHTS	**5:00**	**4**
Employer Unable to Fill Vacancy	11:01(10)	17
Exceptions	11:02	17
Field Educator and Program Co-ordinator	15:01(9)	25
Flexible Hours	15:01(4)	24
GENERAL	**20:00**	**39**
General Grievances	6:03	6
GENERAL WAGE INCREASE	**25:00**	**53**
Grand Parenting Group RSP Participants and CBS's	LC:05	167
Grand Parenting Payment in Lieu (PIL)	LC:04	167
GRIEVANCE PROCEDURE	**6:00**	**4**

Group Grievances	6:03(3)	6
Hiring Rates	26:08	55
HOURS OF WORK	**15:00**	**24**
Identification of Jobs in Salary Schedule	26:03	54
Injury During Working Hours	20:09	43
Investigation Meetings	LC:13	169
JOB EVALUATION	**26:00**	**54**
Job Evaluation	26:10	56
Job Evaluation Plan	26:01	54
Job Evaluation Manual	26:04	54
JOB POSTING	**11:00**	**14**
Jobs Covered by the Job Evaluation Plan	26:02	54
Joint Health and Safety Committee	20:05	40
Jury and Witness Duty Leave	16:05	35
Labour-Management Committee	20:04	40
LEAVE OF ABSENCE	**16:00**	**34**
LETTERS OF COMMITMENT		**166**
Limited Position	11:01(5)	14
LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT	**10:00**	**13**
Meal Allowance	15:04	29
Mediation	6:09	7
Medical Certificates	LC:03	167
Modified Work Program	20:12	44
Municipal Elections	LC:08	168
NO HARASSMENT OR DISCRIMINATION	**19:00**	**38**
No Lost Time for a Driving Infraction	20:10	43
No Strikes or Lockouts	4:04	3
Notice of Change	28:02	59
Notice of Lay-Off	9:04	11
Notice of Recall	9:09	13
NRA 60	LC:10	168

Overtime	15:03	27
Overtime and Hours of Work Agreement	15:03(6)	28
PAY DAYS	**23:00**	**44**
Permanent Employee	27:01	56
Placement	11:01(4)	14
Polling	11:06	19
Posting Period	11:01(2)	14
Posting Pregnancy Leave	11:01(8)	17
PREGNANCY AND PARENTAL LEAVE	**17:00**	**37**
Printing of Collective Bargaining Agreement	20:13	44
Probationary Full Time Employee	27:02	56
Probationary Period	9:03	11
Promotion	15:08(3)	31
Pro-Rating – Specified Paid Holidays and Vacations	14:12	23
Public Complaints	6:08	7
PURPOSE	**1:00**	**1**
Quarantine Leave	16:07	36
Red Circling/Downgrading	26:09	56
Regular Part Time Employee	27:03(1)	57
Regular Rate	27:06	58
RELIEVING IN OTHER GRADES	**12:00**	**19**
Remove Work Policy	LC:14	169
RESPONSIBILITY OF EMPLOYEES	**4:00**	**3**
RETIREMENT AND PENSION PLANS	**18:00**	**38**
Retroactivity	26:07	55
Retroactivity of General Wage Increase	25:02	53
Revised Reporting Locations	20:06	42
Rights of the Parties	26:05	54
Safety Footwear	20:08	43
Salary Schedule	26:06	55
SCHEDULES	**31:00**	**60**

SCHEDULE "A" – JOB GROUPS, CLASSIFICATIONS AND PAY PLANS		**63**
SCHEDULE "A-1" – INFORMATION TECHNOLOGY (IT) PAY PLANS		**77**
SCHEDULE "A-2" – STUDENT EMPLOYEES		**83**
SCHEDULE "B" – PROVISIONS TO LONG TERM TEMPORARY EMPLOYEES – SOCIAL SERVICES DIVISION		**84**
SCHEDULE "C" – PROVISIONS SPECIFIC TO PART TIME EMPLOYEES		**89**
SCHEDULE "D" – PROVISIONS SPECIFIC TO EMPLOYEES OF THE DEVELOPMENT APPROVALS, CONSTRUCTION SERVICES, PROJECT ENGINEERING AND BUILDING SERVICES SECTIONS		**94**
SCHEDULE "E" – PROVISIONS SPECIFIC TO EMPLOYEES OF THE LEISURE SERVICES DIVISIONS		**99**
SCHEDULE "F" – PROVISIONS SPECIFIC TO THE EMPLOYEES OF THE BUSINESS DEVELOPMENT SECTION AND TOURISM AND CULTURAL INDUSTRIES SECTION		**103**
SCHEDULE "G" – PROVISIONS SPECIFIC TO EMPLOYEES OF THE EMERGENCY SERVICES DEPARTMENT		**105**
SCHEDULE "H" – PROVISIONS SPECIFIC TO TRANSIT OPERATORS		**121**
SCHEDULE "I" – PROVISIONS SPECIFIC TO EMPLOYEES OF THE CITIZEN SERVICES DIVISION, GREATER SUDBURY PUBLIC LIBRARY AND 311 CUSTOMER SERVICE SECTION OF THE COMMUNICATIONS AND COMMUNITY ENGAGEMENT DIVISION		**151**
SCHEDULE "J" – PROVISIONS SPECIFIC TO EMPLOYEES OF THE CORPORATE SECURITY AND BY-LAW SERVICES DIVISION		**155**
SCHEDULE "K" – ADVANCE VACATION PAY REQUEST		**164**
SCHEDULE "L" – APPLICATION FOR BEREAVEMENT LEAVE		**165**
SCOPE	**2:00**	**2**
SENIORITY	**9:00**	**9**
Shift Differentials	15:05	30
Sick Leave	16:08	36
SICK LEAVE BY-LAW 2003-144A		**173**
SPECIFIED PAID HOLIDAYS	**13:00**	**20**
Spousal Benefit Coverage Upon Demise of Eligible Employee or Retiree	24:06(1)iii)	51

Standby – Cemetery Services	15:01(11)	26
Standby – Water/Wastewater Environmental Compliance Officer	15:01(10)	26
Stage One	6:02(9)	5
Stage Two	6:02(10)	5
Stage Three	6:02(11)	6
Student Employee	27:05(1)	57
Temporary Employee	27:04	57
TERM OF AGREEMENT	**29:00**	**60**
Tracking Temporary Employees	LC:07	168
Training	LC:02	166
Training Development Opportunity Job Postings	11:05	19
Transfer	15:08(2)	31
Transit and Fleet Services Section	15:01(5)	24
Transitional Semi-Private Provision	LC:06	167
Travel to Attend at a Service		37
Trial Period	11:03(1)	17
UNION RECOGNITION	**3:00**	**2**
UNION SECURITY	**8:00**	**9**
VALIDITY OF AGREEMENT	**22:00**	**44**
Water/Wastewater By-Law Compliance Officers	15:01(8)	25
Water/Wastewater Stakeholder Engagement Coordinator	LC:15	169
Wellness Cards	LC:11	169
Workplace Safety Insurance Board (W.S.I.B.) Form #7	20:11	43
Written Notice	11:01(9)	17