



2016 - 2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GREATER SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 148
(PIONEER MANOR)

**2016 - 2019
COLLECTIVE BARGAINING AGREEMENT**

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

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THIS COLLECTIVE BARGAINING AGREEMENT made and entered into this 1st day of April, 2016.

B E T W E E N:

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

OF THE FIRST PART

A N D:

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

OF THE SECOND PART

ARTICLE #1 - PURPOSE

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

ARTICLE #2 - SCOPE

2:01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all Employees employed at Pioneer Manor Long Term Care Home save and except Professional Health Care/Services Staff, Registered and Graduate Nurses, Director of North East Centre of Excellence for Seniors' Health, Manager of Resident Care, Manager of Administration, Manager of Food Services, Manager of Physical Services, Manager of Therapeutic Services, Program Co-ordinator, Food Services Supervisor, Chaplain, Co-ordinator of Recreation Therapy and Volunteerism, Co-ordinator of Intake and Resident Relations, Laundry/Housekeeping and Materials Control Supervisor, Disability Management Officer, Occupational Therapist, Clinical Dietician, Resident Assessment Instrument Co-ordinator and Office Staff including the Ward Clerk, Administrative Assistant to the Director of North East Centre of Excellence for Seniors' Health, Accounts Administrator, Purchasing and Administration Clerk, Receptionist/Scheduling Clerk, Technology Support Co-ordinator, Timekeeper/Payroll Clerk, Timekeeper/Scheduler and

Scheduling Clerk. Students hired during the school vacation periods and persons/Employees included and excluded under a subsisting Collective Bargaining Agreement between The City of Greater Sudbury and the various Locals of the Canadian Union of Public Employees, the Ontario Nurses' Association and the Sudbury Professional Fire Fighters' Association.

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

ARTICLE #3 - EMPLOYER RIGHTS

- 3:01** The Union agrees that it is the exclusive right of the Employer to:
- (a) Maintain order, discipline, and efficiency.
 - (b) Hire, lay-off, classify, direct, transfer, promote, and for just cause to suspend, discipline, demote or discharge Employees.
 - (c) Generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and the number of persons to be employed.
- 3:02** The Employer also has the right to make and alter from time to time rules and regulations to be observed by Employees. When rules or regulations are instituted or altered, the Employer shall give prior notice to the Union and inform Employees by posting on bulletin boards. It is understood that rules and regulations shall not be contrary to this Agreement.
- 3:03** The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Bargaining Agreement, and subject to the right of the Employee or the Union to lodge a Grievance as set forth herein.

ARTICLE #4 - NO DISCRIMINATION

- 4:01** There shall be no discrimination practised by either the Employer or the Union against any Employee for reasons prohibited under The Human Rights Code, political affiliation, participation or non-participation, membership or non-membership in the Union. There also will be no coercion practised by the Employer or the Union.
- 4:02** Neither the Employer nor the Union condone the practice of sexual harassment and any such claim may be referred under the Discrimination and Harassment Policy.
- 4:03** The Employer and the Union recognize the right of every Employee to work in an environment free from harassment and discrimination on the basis of the prohibited grounds in the *Ontario Human Rights Code*. Further, the Employer is committed to

providing a safe and healthy workplace: free from actual, attempted or threatened violence or harassment per the *Ontario Occupational Health and Safety Act*.

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

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

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

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

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

The Parties are committed to cooperate to organize training events for Employees aimed at educating the 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 #5 - EMPLOYEE'S RESPONSIBILITY

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

ARTICLE #6 - UNION RESPONSIBILITY

- 6:01** The Union agrees that there will be no Union activity, solicitation for membership on the

Employer's time, and no meetings on the premises except with the Employer's prior permission.

ARTICLE #7 - RELATIONSHIP

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

ARTICLE #8 - UNION SECURITY

8:01 It is agreed and understood by the Parties hereto, that there shall be a compulsory check-off upon all Employees who come within the Scope of this Agreement, on the first pay period that Union Dues are deducted, and shall continue during the period of this Agreement.

8:02 The Employer agrees to deduct dues from the earnings of each eligible Employee in the amount certified by the Union, according to its Constitution and By-Laws.

8:03 The Employer agrees to deduct the amount of dues each month from the first payroll period of each month and remit the amount of dues so deducted to the National Secretary - Treasurer of the Union, no later than the last day of the month in which the dues are deducted.

8:04 The Treasurer of the Employer when remitting the dues as deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, also showing any additions or deletions in staff. This statement will also indicate the status of each Employee showing whether the Employee is: Permanent Full Time, Part Time, Probationary, Temporary, on Leave of Absence, or terminated and the total gross regular wages for the Employees listed.

8:05 Employees outside the Scope of this Agreement shall not perform the regular duties of the Employees within the Scope of this Agreement except for the purposes of instruction, experimentation, or during an emergency. Notwithstanding the above, Non-Union Staff will not be prevented in assisting their staff in their normal duties.

ARTICLE #9 - NEGOTIATING COMMITTEE

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

ARTICLE #10 - STEWARDS

10:01 The Employer acknowledges the right of the Union to appoint or otherwise select up to six (6) Stewards plus one (1) Chief Steward representing all Sections, who shall be Employees of the Employer.

ARTICLE #11 - GRIEVANCE COMMITTEE

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

ARTICLE #12 - COMMITTEES AND STEWARDS

12:01 Union Stewards or members of Union Committees shall not absent themselves from their place of duty for Union business, including discussion of Grievances, unless prior permission is granted by their Supervisor.

12:02 In order to deal with Union Grievances up to and including Stage Three of the Grievance Procedure, such persons shall not be unreasonably refused permission to absent themselves, taking into consideration the efficient operation of facilities and functions for the Employer.

12:03 It is understood that for such approved absences under Article 12:02, the Employer will not make any wage deductions from the affected Employees.

12:04 It is agreed and understood that, excepting negotiations meetings, a meeting called and agreed upon by the Employer and the Union which requires attendance of the Union Employees during their hours of employ, there will be no loss of wages while attending such joint meetings.

ARTICLE #13 - GRIEVANCE PROCEDURE

13:01 Within the Terms of this Agreement, a Grievance shall be defined as a difference arising between an Employee, A Group of Employees, the Union or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

13:02 It is understood that an Employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust the complaint. In discussing the complaint, the Employee may be accompanied by a Steward.

13:03 All Grievances shall be in writing, signed by the aggrieved Employee(s) and state the nature of the grievance and specific redress sought. General Grievances must be signed by an Executive Member of the Local. Grievances shall be dealt with in the following manner provided no more than twenty (20) working days have elapsed since the occurrence of the alleged Grievance.

13:04 The Employer agrees that the Union shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees in all Steps of the Grievance Procedure, or any other matters connected with the Collective Bargaining Agreement.

13:05 **Stage One**

The Employee, accompanied by a Steward shall first take the written Grievance to his/her Supervisor or the Employer's designate. In the case of a Group Grievance, one (1) of the aggrieved Employees, accompanied by a Steward, shall first take the written Grievance to his/her Supervisor, or the Employer's designate. A meeting between the Parties shall then be arranged within ten (10) working days of receipt of the notification, not counting the day of service. Failing settlement of the Grievance within ten (10) working days of the meeting at this Stage, then Stage Two may be invoked. It is to be understood that any decision reached at Stage One of the Grievance Procedure is without precedent or prejudice.

13:06 **Stage Two**

Provided that not more than ten (10) calendar days have elapsed since the receipt of the reply at Stage One, then a member of the Grievance Committee may present the matter to the Director of Seniors Services or their designate. A meeting between the Grievance Committee and the Director of Seniors Services or their designate, shall be arranged within ten (10) working days not including the day of service. Failing settlement at this Stage within ten (10) working days, then Stage Three may be invoked.

13:07 **Stage Three**

Provided that no more than ten (10) working days have elapsed since the receipt of the reply at Stage Two, then the Grievance Committee and the National Representative may schedule a meeting with the Chief Administrative Officer and the Director of Human Resources and Organizational Development or their designates, within twenty (20) working days not including the day of service. Failing settlement at this Stage within ten (10) working days, then the matter may be referred to Arbitration in accordance with the *Ontario Labour Relations Act*, as amended from time to time, provided no more than sixty (60) working days have elapsed since the decision of the Chief Administrative Officer or designate.

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

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

13:10 **General Grievances**

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

13:11 **Group Grievances**

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

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

If an Employee is disciplined, suspended, or discharged and if he/she believes he/she has been unjustifiably disciplined, suspended, or discharged, he/she shall have his/her Grievance processed under the Grievance Procedure starting at Stage Two if presented in writing within ten (10) calendar days after the date of discipline, suspension, or discharge. If the Grievance shall be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at his/her regular basic rate, less amounts earned during time lost, for the hours per week or any other arrangements which are just and equitable in the opinion of the conferring parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

- 13:13**
- (a) Any Employee who receives written disciplinary notice shall be so notified within twenty (20) working days of the occurrence.
 - (b) If an Employee is subject to an investigation by a Third Party, any disciplinary notice resulting from the investigation shall be given within five (5) working days following the completion of the investigation.
 - (c) A copy of the said notice shall be forwarded to the Secretary of the Union.

- 13:14**
- (a) Any Notice of Disciplinary Action shall be disregarded after a period of twelve (12) consecutive months for Full Time Employees or twelve hundred and forty- eight (1248) hours of work for Part Time Employees from the date of the last recorded discipline excluding any Notice of Disciplinary Action for any incident of resident abuse including neglect and/or any incident of violence.

(b) Any Notice of Disciplinary Action as a result of resident abuse as defined under the Long Term Care Act shall be disregarded after a period of twenty-four (24) months for Full Time Employees or twenty-four hundred and ninety-six (2496) hours of work for Part Time Employees from the date of the last recorded discipline for any incident of resident abuse. When an Employee is given a Notice of Disciplinary Action as a result of resident abuse, it shall contain the date on which the Notice will be eliminated from the Employee's disciplinary record.

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

13:16 (a) An Employee may, from time to time, submit to the Human Resources and Organizational Development offices of the Employer, for inclusion in his/her Personnel File, additional qualifications which have been acquired.

(b) An Employee shall have the right during normal business hours of the Human Resources and Organizational Development offices of the Employer to have access to his/her personal files. The Employee is entitled to receive a copy of documents in the file if requested and will be expected to sign a prescribed form authorizing the release of the file information being copied. An Employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the personnel file.

13:17 **Remedy in Kind**

Where the Employer acknowledges an error in overtime or post schedule shift distribution, the Employer will offer the affected employee a remedy in kind in the form of the appropriate number of hours of alternate work which will be paid at the appropriate rate when worked.

ARTICLE #14 - ARBITRATION

14:01 Any Grievance not settled at Stage Three may, before twenty (20) working days have elapsed since the written decision of the Chief Administrative Officer or designate, proceed to Arbitration in accordance with the *Ontario Labour Relations Act*, as amended from time to time.

14:02 Each of the Parties hereto shall bear the expense of the Nominee appointed by it, and the Parties hereto shall jointly bear equally the expense of the Arbitrator, and any cost of the place of hearing of such Arbitration, if and when the necessity arises.

14:03 An Arbitration Board/Sole Arbitrator shall not have the authority to make any decisions inconsistent with the Collective Bargaining Agreement, nor to alter, modify, add to or

amend any part of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement deemed just and equitable.

ARTICLE #15 - NO STRIKES OR LOCKOUTS

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

ARTICLE #16 - SENIORITY

16:01 Seniority means the relative ranking of the Employees with the Employer as determined by their respective lengths of unbroken service for Full Time Employees and for Part Time Employees by the number of hours worked exclusive of overtime from the last date of hire with the Employer. Seniority shall accrue to an Employee upon the successful completion of the probationary period and seniority and service shall be retroactive to the date of commencement of employment as a Probationary Employee. Seniority shall operate on a Bargaining Unit wide basis.

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

16:03 (1) When an Employee moves from Full Time to Part Time status or Part Time to Full Time status, the Employee's accrued seniority will be converted and credited to the Employee on the Seniority List and a seniority date established within this Agreement under the following terms:

(a) **For Part Time to Full Time:**

Seniority Date will be established by dividing the accrued Part Time seniority hours by seven point five (7.5) thereby establishing a number of working days.

When the number of working days have been established then commencing from the date of Full Time hire in reverse order, the Seniority Date is then determined. Two Hundred and Sixty-One (261) working days equates

to Three Hundred and Sixty-Five (365) calendar days.

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

(b) For Full Time to Part Time:

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

(2) Seniority for Part Time Employees shall accrue for absences due to a disability resulting in W.S.I.B. 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 hours paid 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, W.S.I.B., or illness or injury that exceeds thirty (30) consecutive calendar days.

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

16:05 The Parties recognize:

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

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

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

(a) Length of continuous service (seniority);

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

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

Part Time seniority for Job Postings shall be calculated as of the most recent pay date, prior to the posting of the vacancy.

16:06 Loss of Seniority and Termination of Employment

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

All Employees:

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

Permanent Full Time Employees:

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

Part Time Employees who:

- (a) Hold Part Time Postings as defined in Article 36:03; or
 - (b) Hold Limited Full Time Postings as defined in Article 19:04 or;
 - (c) Have been assigned to relieve a Full Time Employee for up to forty-five (45) days as outlined in Article 19:08.
- 6) Seniority rights shall cease, and employment will be terminated if the Employee is Absent Without Leave for any period in excess of five (5) consecutive working days.

16:07 Layoff and Recall Procedure

The Parties recognize that job security should increase in proportion to length and quality of service.

Layoffs, under the provisions of the Collective Bargaining Agreement shall include the reduction of daily or bi-weekly hours of any Full Time or Part Time Employee.

In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- i) Provide the Union with at least six (6) weeks notice prior to its implementation.

- This notice is not in addition to required notice for individual Employees.
- ii) Provide affected Employees with notice in accordance with the *Employment Standards Act*.
 - iii) Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on the Employees in the Bargaining Unit.

16:07(1) Layoff Procedure

In the event of a layoff of a Permanent or long-term nature, the Employer shall issue a notice of layoff to Employees in reverse order of their seniority within their classification, provided that there remain on the job Employees who have the ability to perform the work.

- i) An Employee in receipt of a notice of layoff shall have the right to:
 - (a) Accept the layoff; or
 - (b) Opt to retire, if eligible; or
 - (c) Displace another Employee who:
 - Has the lowest bargaining unit seniority in a lower or identical paying classification; and
 - Has scheduled hours less than or equal to the Employee being laid off; and
 - Is qualified for and can perform the duties without training other than orientation

An Employee who wishes to exercise his or her right to displace another Employee with less seniority shall advise the Employer in writing within seven (7) days of the date of the notice of layoff issued by the Employer.

In the event that an Employee is laid off from a Full Time position and provided that he/she cannot displace another Full Time Employee, the Full Time Employee shall then be allowed to displace a Part Time Employee with less seniority provided that the Employee is qualified and can perform the duties without training other than orientation.

For the purposes of the operation of clause (i)(c) above, Part Time Employees in receipt of a notice of layoff shall not have the right to displace Full Time Employees.

16:07(2) Recall Rights

- (a) (i) Employees shall have opportunity of recall from a layoff to an available opening in order of seniority provided they have the ability and qualifications to perform the work. The job posting procedures shall apply before any recall rights are considered.

- (ii) Employees with seniority who are laid off will be mailed a copy of Job Postings to their last known address. When a laid off Employee bids for and is successful in obtaining a posted position, he/she shall have no further rights with regard to recall.
- (b) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have lost recall rights in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the sole responsibility of the Employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified by registered mail (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work.
- (d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

ARTICLE #17 - PROBATIONARY PERIOD

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

ARTICLE #18 - LEAVE OF ABSENCE

18:01 Employees elected or appointed as salary representatives of CUPE shall be granted Leave of Absence without pay and without loss of seniority while so engaged, provided written request is made by the Union. A Leave of Absence under this section shall not exceed one (1) year unless an extension is granted by mutual agreement between both Parties which will not be unreasonably refused.

18:02 For Permanent Full Time and Part Time Employees, any request for Leave of Absence for up to five (5) working days must be submitted in writing by the Employees to their Supervisor at least twenty (20) working days in advance of such leave, and the Supervisor will respond in writing within five (5) working days of receiving such request. Emergency requests for personal leave of absence less than twenty (20) working days in advance of such leave shall be considered on their individual merits on a case by case basis.

Upon request, Employees, at the discretion of the Employer, shall be granted Leave of Absence without pay, up to a maximum 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. Leaves 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.

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

18:04 The Union hereby acknowledges and agrees that when the Employer grants representatives of the Employees Leaves of Absence during working hours for the purpose of negotiating a new Collective 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 18:03 and thus do not require the Employer to pay such representatives for the working hours concerned.

18:05 **Direct Pay**

(a) The Employer agrees to keep salaries and benefits whole for those Permanent Full Time Employees, who request and are granted Unpaid Leaves of Absence for Local Union Business, provided that the Union promptly reimburses the Employer upon receipt of billing from the Employer, for all regular wages paid to these aforementioned Employees for the first fourteen (14) consecutive days of absence, and for all regular wages paid, the Employer's contributions to C.P.P. and O.M.E.R.S., and all benefit premium costs paid by the Employer for the said Leaves of Absence in excess of two (2) weeks.

(b) For Part Time Employees, the Employer agrees to keep salaries, premium in lieu of benefits, vacation pay and seniority whole for those Employees, who request and are granted Unpaid Leaves of Absence for Local Union Business, provided that the Union promptly reimburses the Employer upon receipt of billing from the Employer, for all regular wages, premium in lieu of benefits and vacation pay paid during the absence.

(c) With the exception of Conventions, Permanent Full Time and Part Time Employees who request and are granted Unpaid Leaves of Absence for Union Business other than City of Greater Sudbury C.U.P.E., Local #148 Agreement, the Union shall, upon receipt of billing from the Employer, remit all regular wages and Employer O.M.E.R.S. contributions paid to or on behalf of Permanent Full Time Employees, and regular wages, premium in lieu of benefits and vacation paid to Part Time Employees to the Employer. Should the aforementioned Leave of Absence be in excess of fourteen (14) consecutive days, provisions of Article 18:05(a) shall apply.

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

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

18:08 **Pregnancy Leave/Parental Leave**

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

(b) After the completion of thirteen (13) weeks of employment, and upon written request, Leave of Absence without pay and without loss of seniority shall be granted for Pregnancy and Parental Leave per the *Employment Standards Act*. The Employee shall provide the Employer with at least two (2) weeks written notice of the Employee's intent to return to work from Pregnancy and/or Parental Leave. The Employer may request an Employee to commence Pregnancy Leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or non-performance of her work is materially affected by the pregnancy, subject only to a qualified medical opinion.

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

- (d) For Part Time Employees on Pregnancy Leave or Parental Leave for adoption and for biological fathers, the Employer will provide two (2) weeks of salary continuation at seventy-five (75%) percent of the Employee's average weekly earnings for the six (6) months prior to the commencement date of the Leave during the current two (2) week waiting period for Employment Insurance (E.I.) Benefits. The Employer will contribute the difference between the E.I. Weekly Benefit Rate and seventy-five (75%) percent of the Employee's average weekly earnings for the six (6) months prior to the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of E.I. for Pregnancy Leave or Parental Leave for Adoption and for biological fathers and will be limited to a maximum fifteen (15) week period.
- (e) In accordance with the *Employment Insurance Act* and Regulations, the combined weekly rate of the Employment Insurance (E.I.) Benefits and Supplemental Unemployment Benefits (S.U.B.) will not exceed Ninety-Five (95%) Percent of the Permanent Full Time Employee's regular basic weekly earnings. For Part Time Employees, the combined weekly rate of the Employment Insurance (E.I.) Benefits and Supplemental Unemployment Benefits (S.U.B.) will not exceed Ninety-Five (95%) Percent of the Employee's average weekly earnings for the six (6) months prior to commencement date of the Leave.
- (f) In accordance with the *Employment Insurance Act* and Regulations, Employees do not have a right to S.U.B. payments except for supplementation of E.I. Maternity Benefits during the unemployed period as specified in the Plan.
- (g) In accordance with the *Employment Insurance Act* and Regulations, payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

18:09 Adoption Leave

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

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

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

ten (10) week period.

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

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

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

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

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

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

18:12 Bereavement Leave - Permanent Full Time Employees

- (a) In the case of the demise of a wife, husband, bona fide common-law spouse, son, step-son, daughter, step-daughter, Permanent and Probationary Full Time Employees shall be permitted a Leave of Absence with pay for up to five (5) consecutive working days.
- (b) In the case of the demise of a father, step-father, mother, step-mother, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren, Permanent and Probationary Full Time Employees shall be permitted a Leave of Absence with Pay for three (3) consecutive working days. Bereavement Leave of Absence with Pay for the demise of a family member as outlined in Articles 18:13 (a) and 18:13 (b) shall not be deducted from the Employee's accumulated Sick Leave Credits.
- (c) In the case of the demise of a son-in-law, daughter-in-law, brother-in-law or a sister-in-law, Permanent and Probationary Full Time Employees shall be permitted leave of absence for three (3) consecutive working days.

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

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

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

18:13 Bereavement Leave – Part Time Employee

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

18:14 Jury and Witness Leave

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

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

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

ARTICLE #19 - JOB POSTING

19:01 Job Postings

All vacant, newly created and limited positions within the coverage of this Agreement shall be posted for a minimum of seven (7) calendar days, during which time Permanent Full Time, Part Time, and Probationary Employees will have an opportunity to apply for such position before Temporary or Non-Employees are considered.

The Parties agree that all permanent Full Time vacancies will be posted. Limited vacancies will be posted once and the subsequent vacancy will be filled by a Part Time Employee per selection by the Employer within the classification giving consideration to qualifications and seniority per the provisions in Article 16:05 of this Agreement.

19:02 Posting Contents

The above notice of Job vacancy shall include:

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

19:03 **Posting Period**

The posting period shall begin within seven (7) calendar days of the date the vacancy occurs, or becomes known. The notice naming the successful applicant will be posted after a selection period of seven (7) calendar days, or twenty-one (21) calendar days in the event an assessment is required. The notice naming the successful applicant will be posted for seven (7) calendar days. Placement of successful applicants will occur within thirty (30) days after a successful applicant is named, in accordance with the requirements of operations.

When required, the Employer shall request an extension to the timelines above and consent shall not be arbitrarily or unreasonably denied by the Union.

19:04 **Limited Positions**

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

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

A Limited Job Posting shall indicate the estimated probable duration that will be required.

The Permanent Full Time Employees filling Limited Positions shall on termination of such position, revert to the classification and grade held immediately preceding such period.

The successful applicant to a limited posting shall be advised of the expiry date of the Limited Position if it is known to the Employer. Further, if the expiry date of the Limited Position changes and this change in date is provided in writing to the Employer with appropriate supporting documentation, the successful applicant shall be advised of the revised date.

19:05 If the Employer is notified by an Employee that he/she will be absent for any reason in excess of forty-five (45) working days but less than twelve (12) months, his/her Position shall be filled in accordance with the Limited Job Posting Procedure as contained in this Agreement.

19:06 Permanent Full Time Employees who are successful in a bid to a Limited Position and accepted shall not be considered for any other Limited Position until the Employee is within fourteen (14) calendar days of the originally estimated completion of the Limited Posting. Permanent Full Time Employees may request to return to their former classification and wage rate from a Limited Posting provided:

- (a) The Employee submits the request in writing to the Supervisor stating the reasons for the request;
- (b) The request is approved by the Supervisor, which shall not be arbitrarily denied;
- (c) The request is made within fourteen (14) calendar days preceding the originally estimated completion date of the Limited Posting.

Upon approval of the request, the Employer shall return the Employee to his/her former classification and wage rate in seven (7) calendar days. All other Employees affected by the return of the above-noted Employee shall also be returned to their former classifications and wage rates. The return of the above-noted Employee shall not create a vacancy for Job Posting purposes, and shall be filled by selection by the Employer per Article 19:07. An Employee who does not request to return to his/her former classification or his/her request is denied, shall remain in the Limited Position up to its completion or to the maximum of twelve (12) months, whichever occurs first.

19:07 Back Filling

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

If a back fill vacancy provides a change in shift or job classification for the Permanent Full Time Employee, he/she may request in writing to the Scheduling Coordinator at the time of such a vacancy to be considered in accordance with his/her Seniority.

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

19:08 Part Time Extension of Hours for up to Forty-Five (45) Calendar Days

Part Time Employees covered by this Agreement may have their weekly hours extended to those of "Full Time Employees" for up to forty-five (45) calendar days. All provisions of this Agreement that apply to Part Time Employees will apply during this period of relief. Employees working under the provisions of this section will be selected by the Employer, commencing with those Employees who have the most seniority within the classification required. At conclusion of service under this clause, Employees will revert to their former classification and rate of pay.

19:09 Part Time Employees Filling Permanent Full Time and Limited Full Time Postings

Part Time Employees desirous of obtaining Full Time employment will apply to Permanent or Limited Postings, as outlined above, and will be considered at the same

time as Permanent Full Time, but before Probationary Full Time Employees, Probationary Part Time Employees, and Employees outside the scope of this Bargaining Unit. The provisions of Article 16:05 shall form the basis for selection. With respect to conditions of work, the following shall govern:

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

19:10 Lateral Bids

Employees who are successful in a bid to a Job Posting in their classification, on the same shift and in the same Section shall not be eligible to make application for another posting under this Article for three (3) months from the date of the posting of their name as a successful applicant.

19:11 Rates of Pay

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

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

19:12 Job Descriptions

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

19:13 **Trial Period**

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

19:14 In the event an Employee is promoted or transferred to a higher rated classification outside the Scope and proves unsatisfactory or the Employee finds him/herself unable to perform the duties of the new position during a three (3) month trial period, he/she shall return to his/her former permanent classification without the loss of seniority. His/her rate of pay shall then be adjusted to the current rate of pay for the classification into which he/she has now been placed.

19:15 The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy within seven (7) calendar days of the vacancy.

ARTICLE #20 - RELIEVING IN OTHER GRADES

20:01 (a) When an Employee is detailed to relieve in a position of higher rating, he/she shall receive the rate for the position for which he/she is relieving for the full period of relief. The provisions of this Article shall not apply in the case of an Employee relieving in a position outside the Scope of this Agreement.

(b) When an Employee is requested in writing and is willing to relieve in a position outside the Bargaining Unit, he/she shall receive no less than Ten (10%) Percent above his/her regular rate of pay for the full period of relief. Such Employee shall continue to pay Union Dues to the Union during the full period of relief. The period of relief shall not exceed twelve (12) months. After twelve (12) months, the Employee shall forfeit all rights associated with the Union. However, the Employer may request an extension to the twelve (12) month time limit and an extension shall not be arbitrarily or unreasonably withheld by the Union.

20:02 When an Employee is detailed to relieve in a position of lower rating, he/she shall maintain his/her regular rate of pay while so assigned.

20:03 Notwithstanding any other Article, when an Employee is required to call in alternate staff, the Employee shall receive a maximum of Ten (10%) Percent of one (1) hour's pay at his/her regular rate for the performance of said duty.

ARTICLE #21 - BULLETIN BOARDS

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

ARTICLE #22 - HEALTH AND SAFETY PROVISIONS

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

22:02 Safety provisions, safety training and accident prevention shall be under the general direction of the Co-ordinator of Organizational Development, Safety and Wellness of the City of Greater Sudbury.

22:03 A Health and Safety Committee shall be established in order to improve safety standards, and be composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union, and chaired alternately between Union and Employer representatives.

22:04 The Health and Safety Committee shall hold bi-monthly meetings, or more often, if any emergency situation warrants it, and will deal with all unsafe, hazardous or dangerous working conditions. Representatives of the Union shall not lose pay for attendance at any such meetings during their regular working hours. Copies of minutes of all Committee Meetings shall be sent to the Employer and to the Union.

22:05 No Employee shall be disciplined for acting in compliance with the applicable Acts and Safety Manual, or for seeking enforcement of the provisions of the Acts and Safety Manual.

22:06 All Employees shall report unsafe acts or unsafe conditions to their Immediate Supervisor as per the duties of Workers under the *Occupational Health and Safety Act*. The Supervisor will investigate and take corrective action as required. The Co-ordinator of Organizational Development, Safety and Wellness will report to the Health and Safety Committee at its next Meeting on the nature and disposition of the Report.

22:07 Employees working in any dangerous job will be provided with the necessary tools. The safety equipment and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

ARTICLE #23 - SICK LEAVE

23:01 All Permanent Full Time Employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Sick Leave By-Law of the City

of Greater Sudbury, and amendments thereto.

Effective April 1, 2019, all sick leave balances shall be frozen with the implementation of the Weekly Indemnity and Long Term Disability Plans for Employees covered under this Agreement and Employees shall be subject to all conditions and provisions as set out in the Sick Leave By-Law 2003-144A and statutory amendments thereto,

23:02 It is agreed and understood that the Sick Leave By-Law of the Employer will not be amended during the life of this Agreement as to adversely affect the Employees covered by this Agreement.

ARTICLE #24 - EMPLOYEE BENEFITS

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

(a) Ontario Health Tax;

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

Eye Glass Subsidy of \$390 every twenty-four (24) months.

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

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

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

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

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

(c) Group Life Insurance Plan

(Two (2x) times basic annual earnings)

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

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

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

- (e) Weekly Indemnity Insurance, providing a benefit level of seventy-five (75%) percent of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Great West Life (or equivalent). Allow for the topping up of approved Weekly Indemnity Insurance with frozen sick leave credits under the existing provisions of the Collective Bargaining Agreement;
- (f) Long Term Disability Insurance, providing a benefit level of seventy-five (75%) percent of basic salary, the conditions of which are governed by the terms and provisions of Great West Life (or equivalent);

It is to be understood that the payment of LTD benefits will cease when the recipient becomes eligible for an unreduced pension under the OMERS ninety (90) Factor.

- (g) Each January first, Permanent Full Time Employees will be credited with six (6) Weekly Indemnity Bank Days. The credits are non-cumulative, and are intended to provide income maintenance during periods of casual absence due to Employee illness.
- (h) 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 Collective Bargaining Agreement. The maximum retroactivity that can be claimed will be restricted to the date of the filing of the Grievance.

Note: For the 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.

Note: The Parties agree that the introduction of the Weekly Indemnity and Long Term Disability Plan effective April 1, 2019 in this Collective Bargaining Agreement effectively incorporates the Employees’ share of the EI Premium Reduction granted by Human Resources Development Canada to this group, on an ongoing basis.

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

- (a) Ontario Health Tax;

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

Eye Glass Subsidy of \$390.00 every twenty-four (24) months.

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

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

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

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

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

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

- 24:01 (3)** (i) Coverage for Dependents will be up to twenty-five (25) years of age, provided the Dependent is in Full Time attendance at a post-secondary institution; i.e. Community College or University.
- (ii) As a condition of employment, the Employer shall describe and make available the benefits, as described in Articles 24:01(1) and 24:01(2) to all Permanent and Probationary Full Time Employees. The Employees shall have the option of deciding whether or not to participate in the aforementioned benefit plans.

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

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

(i) Ontario Health Tax;

(ii) Liberty Health (or equivalent) Comprehensive Extended Health Care (\$25/\$50 deductible)

(iii) Liberty Health (or equivalent) Vision Care

Eye Glass Subsidy of \$206.00 every 24 calendar months.

(iv) Group Life Insurance

Valued at Ten Thousand (\$10,000.00) Dollars and reducing to Three Thousand (\$3,000.00) Dollars

Employee paid at age sixty-five (65)

- (b) Further to the above, a Retired/Disabled Employee shall have the option of participating at his/her own cost in a Liberty Health (or equivalent) Dental Plan No. 9 at the current O.D.A. Fee Schedule.
- (c) The above Early Retirement Plan is to be applied in the following manner:
- (i) The Early Retirement Benefit Plan will only be paid until the Permanent Full Time Employee attains age sixty-five (65).
- (ii) Eligibility for the Early Retirement Benefit Plan - Only Permanent Full Time Employees of the City who have attained fifteen (15) years of Full Time continuous service with the City, inclusive of any continuous service with any other Local Municipality of Local Board will be eligible for the above-mentioned package provided:
- 1) they have elected to apply for and receive an O.M.E.R.S. Early Retirement pension within ten (10) years of normal retirement;
- OR
- 2) they have elected to apply for and receive an O.M.E.R.S. Disability Pension prior to the age of sixty-five (65);
- OR
- 3) they are no longer a Permanent Full Time Employee of the City because of a work related disability received while working at and for the City and for which they receive a Permanent WSIB Pension which is and was assessed against the City;
- OR
- 4) they are no longer a Permanent Full Time Employee of the City because of a non-occupational disability.

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

24:01 (5) Spousal Coverage

For Employees who now qualify for Benefits under the provisions of Article 24:01(4), the Employer agrees to provide continuance of coverage to the spouse and dependents until the spouse attains the age of sixty-five (65) or upon remarriage, whichever comes first,

but in no case shall extend beyond ten(10) years after the death of the Pensioner.
(Dependents defined as per existing Plans).

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

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

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

24:04 **Part Time Employees Premium in Lieu of Benefits**

Part Time Employees will receive twelve (12%) percent of their gross wages in lieu of all fringe benefits.

Effective March 11, 2019, Part Time Employees will receive thirteen point five (13.5%) percent of their gross wages in lieu of all fringe benefits.

24:05 **Bridging Income / Advance Pending WI or LTD Applications**

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

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

The Employer will offer the option of using their current year's vacation entitlement as bridging income. If the Employee declines to use their vacation, then the Employee can make a verbal request to the 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 – CLASSIFICATION AND WAGE RATES

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

Probation Period – Less than four (4) months continuous service (Full Time Employees), six hundred and sixty (660) hours (Part Time Employees) with the Employer.

Job Rate – Four (4) months and over of continuous service with the Employer.

25:01 (a)

		April 1 st , 2016 1.20%		April 1 st , 2017 1.30%		April 1 st , 2018 1.40%	
Group	Classification	Probation Rate	Job Rate	Probation Rate	Job Rate	Probation Rate	Job Rate
1	Housekeeping Worker						
	Laundry Worker	\$ 23.48	\$ 23.97	\$ 23.79	\$ 24.28	\$ 24.12	\$ 24.62
2	Maintenanceperson	\$ 23.70	\$ 24.30	\$ 24.01	\$ 24.62	\$ 24.35	\$ 24.96
3	Nutritional Aide						
	Food Services Worker	\$ 23.89	\$ 24.63	\$ 24.20	\$ 24.95	\$ 24.54	\$ 25.30

4	Occupational Therapist Assistant Health Care Aide Activity Worker	\$ 24.54	\$ 25.78	\$ 24.86	\$ 26.12	\$ 25.21	\$ 26.49
5	Lead Hand Physical Services	\$ 24.83	\$ 26.21	\$ 25.15	\$ 26.55	\$ 25.50	\$ 26.92
6		\$ 27.26	\$ 28.02	\$ 27.61	\$ 28.38	\$ 28.00	\$ 28.78
7	Registered Practical Nurse	\$ 28.08	\$ 28.89	\$ 28.45	\$ 29.27	\$ 28.85	\$ 29.68

25:01 (b) Retroactivity

The increases set out above will be retroactive to the dates set out and paid on all hours paid to Employees on the active payroll, and those Employees who terminated between April 1st, 2016 and the date of ratification.

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

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

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

(2) All shifts shall be worked in a period not to exceed eight (8) consecutive hours inclusive of the meal period.

(3) It is understood and agreed that the Home is a twenty-four (24) hour per day, seven (7) day a week continuous operation and services must be maintained on a rotating basis.

(4) There shall be no split shifts.

(5) The working schedule of each Employee showing the shifts and days off shall be posted in an appropriate place at least two (2) weeks in advance. Unless mutually agreed, when an Employee's days off are re-scheduled within forty-eight (48) hours of the commencement of the originally scheduled days off, he/she shall be paid time and one-half (1 ½) for hours worked on the originally scheduled days off upon his/her completion of his/her scheduled work week. Updated Schedules shall be provided to the Union on a weekly basis.

(6) An Employee who has worked eight (8) hours at his/her applicable hourly rate in any twenty-four (24) hour period will be paid at the overtime rate for any additional time worked in such period except where the additional time worked is the result of his/her regular scheduled change of shifts.

- (7) When an Employee is detailed to change his/her scheduled shift(s) without forty-eight (48) hours prior notice to the commencement of the re-scheduled shift(s), an Employee shall be paid overtime at the prevailing overtime rate for the re-scheduled shift(s).
- (8) An Employee who is injured during working hours and is required to leave for treatment or is sent home because of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without a deduction from his/her accumulated Sick Leave Credits.

26:02 **Mutual Shift Exchange**

Permanent Full Time Employees may choose to exchange shift lines with an Employee in the same classification, by mutual Agreement of both Employees subject to the following:

- 1) Such exchange will be requested, in writing, to the Reporting Supervisor for review and approval.
- 2) Approved Mutual shift exchanges will be for a minimum of six (6) months. Employees will be required to remain in their exchanged shift for its entire duration.
- 3) Both Employees involved in the shift exchange will assume the vacation schedule of the person they are replacing.

26:03 **Shift Differentials**

Shift Differentials will not pyramid under any circumstances. A Shift Differential will not apply where overtime and the premium rates apply. Overtime and Shift Differentials shall not pyramid under any circumstances.

The following Shift Differentials shall apply to Permanent Full Time Employees, Probationary Full Time Employees and Part Time Employees who work the following hours on straight afternoon shifts or straight night shifts, or work these shifts under a rotating shift schedule:

- a) A Shift Differential of **ONE DOLLAR AND SIXTEEN (\$1.16) CENTS** per hour shall be paid for all hours worked on the 3:00 p.m. to 11:00 p.m. shift.

Effective March 11, 2019, the Shift Differential will increase to **ONE DOLLAR AND THIRTY (\$1.30) CENTS** per hour.

- b) A Shift Differential of **ONE DOLLAR AND TWENTY-TWO (\$1.22) CENTS** per hour shall be paid for all hours worked on the 11:00 p.m. to 7:00 a.m. shift.

Effective March 11, 2019, the Shift Differential will increase to **ONE DOLLAR AND THIRTY-SIX (\$1.36) CENTS** per hour.

- c) A Shift Differential of **TWO DOLLARS AND FORTY-ONE (\$2.41) CENTS** per hour shall be paid for Sunday regular hours of work.

Effective March 11, 2019, the Shift Differential will increase to **TWO DOLLARS AND FIFTY (\$2.50) CENTS** per hour.

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

- 27:01** The Employer does not guarantee to provide employment, regular hours of employment or continued hours of employment.
- 27:02** Employees called upon for Part Time employment shall not work more than forty-eight (48) hours in a two (2) consecutive week period - Saturday to Friday inclusive – except when replacing existing Employees. Hours of employ shall be as scheduled by the Employer.
- 27:03** Employees shall work partial and full shifts as directed. A full shift will be seven and one-half (7-1/2) hours exclusive of a one-half (½) hour lunch period.
- 27:04** A Part Time Employee who reports to work when called to report, and is sent home after reporting for work shall receive a minimum of four (4) hours pay at his/her regular rate of pay or the number of hours actually worked, whichever is the greater.
- 27:05** Part Time Employees will not be required to work more than five (5) weekends in every eight (8) week period, with a maximum of two consecutive weekends. Where the Employer pre-schedules a third consecutive weekend, the Employee will be paid at the overtime rate for all hours worked on the third weekend only, save and except where such Employee has requested weekend work.
- 27:06** Part Time Employees must commit to be available to work three shifts per week.
- 27:07** The Parties agree that any available shift after the schedule has been posted shall be offered on a rotational basis to Employees in each classification.

ARTICLE #28 - OVERTIME

- 28:01** All hours worked in excess of seven and one-half (7-1/2) hours exclusive of a one-half (½) hour lunch period, shall be paid for at the rate of one and one-half (1 ½) times the Employee's hourly rate.
- 28:02** All hours worked on a Specified Paid Holiday or on an Employee's day off in lieu of a Specified Paid Holiday or on a Sunday for those Employees who work from Monday to Friday day shift, shall be paid for at the rate of one and one-half (1 ½) times the Employee's hourly rate plus a day's Specified Paid Holiday pay.

- 28:03** The provisions of Article 28:02 shall be applied to only those regular shifts where the majority of hours fall within a Specified Paid Holiday.
- 28:04** Overtime and call back time shall be divided equally among the Employees who are willing and qualified to perform the work that is available, as per Employee classification.
- 28:05** **Pay Days**
- (a) It is agreed and understood by the Parties hereto that pay days for the duration of this Agreement shall be every second Friday.
- (b) That provided the pay slips are in the hands of the Employer on Thursdays prior to the Friday Pay Day, those Employees on Afternoon or Night Shifts, Thursdays prior to the Friday Pay Days, shall receive their pay slips at the close of their respective Afternoon or Night Shift.
- 28:06** **Rest Periods**
- Employees shall be entitled to two (2) fifteen (15) minute rest breaks per shift. Rest Periods will be taken in an area provided by the Employer.
- 28:07** **Meal Allowance**
- When a Full Time or Part Time Employee works more than four (4) hours of overtime continuous with their regularly scheduled seven and one-half (7-1/2) hour shift, they shall be paid up to a maximum of SIX DOLLARS AND SEVENTY-FIVE CENTS (\$6.75) for the purpose of purchasing a meal.
- 28:08** **Overtime and Hours of Work Agreement**
- Notwithstanding Article 5:01 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 (8) hour 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 5:01 of the Collective Bargaining Agreement.

ARTICLE #29 - UNIFORMS

- 29:01** Effective May 1st, 1993, the Uniform Allowance for Permanent Full Time Employees required to wear a uniform” will be EIGHT DOLLARS AND FORTY-FIVE CENTS (\$8.45) bi-weekly. The Uniform allowance shall increase by the value of the General Wage Increase effective April 1st of each year of the Term of the Collective Bargaining Agreement.

29:02 The Employer will supply and require Employees to wear hairnets in those areas designated by the Employer.

29:03 Safety Footwear Allowance will be paid to all Employees in the classification of Maintenanceperson and to any other Employee the Employer designates as required to wear safety footwear. Effective January 1, 2019, the Allowance shall be in the amount of ONE HUNDRED AND SIXTY-FOUR DOLLARS AND ONE CENT (\$164.01) and will be paid out as a "non-taxable" allowance in the first full pay period in May of each year. The safety footwear allowance shall increase by the value of the General Wage Increase effective April 1st, of each year of the Term of the Collective Bargaining Agreement.

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

ARTICLE #30 - ANNUAL VACATIONS

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

(d) Notwithstanding Sections 30:01(a), (b) and (c) hereof, any Permanent Full Time Employee who has completed nineteen (19) or more years of continuous service with the Employer by December 31st in any year during the term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay EITHER at his/her basic rate equal to his/her basic work week hours in effect immediately prior to the commencement of the Employee's annual vacation OR Twelve (12%) Percent of the total wages the Employee earned in the immediate preceding calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

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

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

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

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

30:05 **Vacation Pay**

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

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

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

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

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

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

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

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

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

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

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

30:10 Per Article 16:03, a Part Time Employee who moves to Full Time status can transfer seniority to be used for any annual vacation accruals or entitlements. Seniority will be calculated from the date of ratification of the 2013 Collective Bargaining Agreement.

ARTICLE #31 - SPECIFIED PAID HOLIDAYS

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

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

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

- 31:02** (a) All Full Time Employees shall receive Specified Paid Holiday Pay equivalent to their normal daily rate.
- (b) Part Time Employees will be entitled to Specified Paid Holidays. However, the eligibility for payment and amount of Specified Holiday Pay owed to the Part Time Employee shall be as prescribed in the *Employment Standards Act*.
- 31:03** (a) When work is required on a Specified Paid Holiday, Employees are under obligation to work just as on any other day.
- (b) A Permanent Full Time Employee who is scheduled to work on a Specified Holiday and works the day, shall receive a lieu day off with pay for the Holiday at the option of the Employee. Such lieu day must be taken, as mutually agreed between the Employee and his/her Supervisor, within ninety (90) days following the Holiday and must be requested prior to the posting of the work schedules.
- 31:04** Employees who work on a Specified Paid Holiday, shall be paid at the rate of time and one-half (1 ½) in addition to their Specified Paid Holiday Pay.
- 31:05** To qualify for payment of any Specified Paid Holiday as listed in Article 31:01, an Employee must have worked the scheduled working day previous to the Holiday, and the scheduled working day following the Holiday - unless off, due to illness, or with proper permission as granted by the Employer as per the terms of the Agreement, including vacations.
- 31:06** If a Specified Paid Holiday falls in a Permanent Full Time Employee's vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon by the Employee and his/her respective Reporting Supervisor.
- 31:07** Should a Specified Paid Holiday as per Article 31:01 fall on the first working day following his/her vacation, such Full Time Employee will have the option, at the time of vacation approval to choose to:
- a) Work the day in question and be paid according to Article 31:04;
- OR
- b) Not work the day and be paid as per Article 31:02(a).

ARTICLE #32 - PENSION PLAN

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

ARTICLE #33 - CONTRACTING OUT

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

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

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

ARTICLE #34 - GENERAL

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

34:02 The Parties agree to commit themselves to maintaining communication, and agree that representatives of the Employer and the Union will meet from time to time, preferably at least four (4) times per annum during the Term of this Collective Bargaining Agreement, to discuss problems arising with the administration of the Collective Bargaining Agreement, matters of policy, conditions of employment and other matters which may further assist in the improvement of Employer/Union relations. It is agreed that a standing agenda item will be a "workload concern review" during which the Parties will review and discuss workload concern reporting forms that have been received.

34:03 Job Orientation - New Employees

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

34:04 Notice of Change

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

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

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

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

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

34:05 Medicals

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

ARTICLE #35 - TERMINATION

35:01 This Agreement shall be in effect until the 31st day of March, 2019. Unless either Party gives to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

35:02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any Anniversary Date of such expiration.

35:03 If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if required to do so.

ARTICLE #36 - DEFINITIONS

36:01 A **PERMANENT FULL TIME EMPLOYEE** is an Employee who has successfully completed up to a maximum probationary period of four (4) months as a Probationary Full Time Employee in the service of the Employer.

- 36:02** A **PROBATIONARY FULL TIME EMPLOYEE** is an Employee hired for a period of up to four (4) consecutive months in the service of the Employer prior to being considered as a Permanent Full Time Employee.
- 36:03** A **PART TIME EMPLOYEE** is an Employee who has successfully completed up to a maximum probationary period of six hundred and sixty (660) hours of employ, and is the successful applicant to a Part Time posting, or who is filling a Limited Posting, as outlined in Article 19:09.
- 36:04** A **PROBATIONARY PART TIME EMPLOYEE** is an Employee hired for a period of up to six hundred and sixty (660) hours in the service of the Employer. The employment of a Probationary Part Time Employee may be terminated at any time during the period of probation at the sole discretion of the Employer without recourse to the Grievance Procedure, unless the Employee claims discrimination as under Article 4:01.
- 36:05** A **DAY SHIFT** shall be defined as a shift where the majority of hours worked on the shift occur between 7:00 a.m. and 3:00 p.m.
- 36:06** AN **AFTERNOON SHIFT** shall be defined as a shift where the majority of hours worked on the shift occur between 3:00 p.m. and 11:00 p.m.
- 36:07** A **NIGHT SHIFT** shall be defined as a shift where the majority of hours worked on the shift occur between 11:00 p.m. and 7:00 a.m.
- 36:08** A **WEEKEND** shall be defined as the commencement of night shift on Friday until the completion of afternoon shift on Sunday.
- 36:09** **SUNDAY** shall be defined as the commencement of night shift on Saturday until the completion of afternoon shift on Sunday.

ARTICLE #37 - AGREEMENT - SIGNING AUTHORITIES

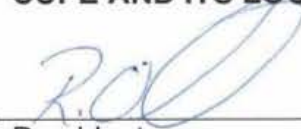
37:01 IN WITNESS WHEREOF the Parties hereto have set their hands and corporate seals to this Agreement.

DATED AT The City of Greater Sudbury, Ontario, this 21 day of November A.D. 2019.

CITY OF GREATER SUDBURY

CUPE AND ITS LOCAL #148





President





National Representative





Bargaining Committee Member



Bargaining Committee Member

Bargaining Committee Member

APPENDIX "A"

THE CITY OF GREATER SUDBURY

ADVANCE VACATION PAY REQUEST HOURLY RATED

EMPLOYEES

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

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

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

I, _____

Employee No. _____

Section _____

do hereby apply for an Advance Vacation Pay.

My holiday period is from _____

to _____, and I require the Advance Pay

by payroll period ending _____.

EMPLOYEE SIGNATURE _____

APPROVED BY GENERAL MANAGER _____

DATE RECEIVED BY PAYROLL SECTION _____

APPENDIX "B"

THE CITY OF GREATER SUDBURY

APPLICATION FORM – BEREAVEMENT LEAVE PAY

I, _____ hereby make application for ____ days Bereavement
Leave Pay due to the death _____ (Name of Deceased)
whose relationship to me was _____
and whose residence was _____

The above-noted member of my Immediate Family died on
_____, 20 ____.

DATE _____

EMPLOYEE _____

SIGNATURE _____

EMPLOYEE NO. _____

APPROVED _____ DATE _____

NOT APPROVED _____ DATE _____

REASON FOR NON APPROVAL: _____

SIGNATURE: _____

POSITION: _____

General Manager, Division or Section Head

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

LETTER OF COMMITMENT

As part of the Terms of Settlement for this new Collective Bargaining Agreement - April 1, 2016 to March 31st, 2019 between the Employer and the Union, the Parties hereto agree to commit themselves to the following:

1. REGISTERED PRACTICAL NURSE

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

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

Should the R.P.N.'s Certificate of Registration be suspended by the College of Nurses of Ontario for non-payment of the annual fee or the R.P.N. fails to pass the examination for certification, the R.P.N. will be offered work in a classification in which he/she is qualified either as a Part Time, Full Time or Probationary Employee depending on the Employee's current status until such time the Certification of Registration is re-instated or granted. If the Employee is qualified in more than one (1) classification, the choice of classification shall be made by the Employer, in accordance with operational need. If the R.P.N. subsequently presents evidence that her/his Certificate of Registration has been reinstated within two (2) years of her/his transfer, she/he shall be reinstated to her/his position effective upon presenting such evidence.

2. EFFICIENCY AND QUALITY AT PIONEER MANOR

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

3. INTRODUCTION/AMENDMENT OF POLICIES

The Employer will provide the Union with copies of all new Policies, and any Policies that are modified, prior to implementing the Policy.

4. FORMER CASUAL PART TIME EMPLOYEES TO PART TIME

During the course of 2010 negotiations, the Parties agreed to the elimination of the distinction between Casual Part Time and Regularly Scheduled Part Time Employees. Going forward, Employees who had formerly been included in one of these two classes of employment would simply be called Part Time Employees. The Parties agree that with respect to shift assignment Part Time Employees will maintain the same shift commitment that they held prior to ratification.

Specifically, Employees who were formerly considered Regularly Scheduled Part Time Employees must commit to be available to work the shift they had been working by Job Posting prior to ratification. If these Employees wish to increase their hours, they must bid on a Part Time posting and will be scheduled in accordance with the Article 27:00.

Employees who were formerly considered Casual Part Time Employees will retain their shift commitment at the time of ratification (to at least two of the following three time periods: day shift, afternoon shift or night shift) as Part Time Employees.

5. BENEFITS OPTIMIZATION

Overall health, wellness and attendance at work is a concern for the Employer. We wish to enter into a discussion with CUPE about the optimal mix of our benefits plans for the current needs of the Employees and in support of improved health and wellness outcomes and overall attendance.

6. APPLICATION PROCESS FOR A CHANGE IN HOME AREA

During the course of 2016 negotiations, the Parties discussed the desire of many employees to request and be granted a change in Home Area. The Employer also indicated a desire to resolve this long standing concern amongst employees while acknowledging a resulting improvement in consistency of assignment and care for residents.

The Parties were in the midst of a trial process for filling vacancies using a job posting application form which was working effectively and this letter of commitment commits the Parties to continue that trial process.

The trial process contains the following steps:


When a vacant, newly created or limited position becomes available the Employer will post the vacancy as per Article 19.02, Employees will complete a form called the “Pioneer Manor – CUPE Job Posting Application Form” which was Appendix A to the original trial process. The Employer will then contact employees in order of seniority and preferred Home Area to offer the position until the vacancy has been awarded to an Employee from another shift or a Part Time Employee. Employees will be informed which Home Area the position is for. In the event multiple vacancies open up at the same time when contacting the Employee, the Employer will inform the Employee of all Home Areas that he/she can choose from. The Employer will go back to the top of the list of Employees by seniority each time an Employee from the same shift accepts reassignment to a Home Area. Once an Employee accepts a position he/she will no longer be offered open positions which open up as a result of another Employee accepting a position.


The Parties agree to continue this process for the life of the collective agreement and revisit the terms of this letter of commitment at 2019 negotiations for inclusion in the posting language or to delete this letter of commitment and return to the posting process in place prior to the introduction of the transfer application process.


Either Party can terminate this trial process with six months notice citing their reasons for its termination.

DATED AT Sudbury, Ontario, this 21 day of November A.D. 2019.


FOR THE EMPLOYER




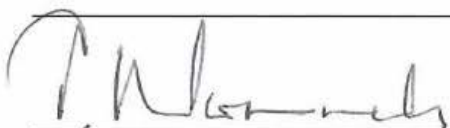




FOR THE UNION







LETTER OF UNDERSTANDING #1
BETWEEN

**THE CITY OF GREATER SUDBURY
PIONEER MANOR LONG TERM CARE HOME**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #148**

IT IS AGREED AND UNDERSTOOD BY THE PARTIES:

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

DATED AT Sudbury, Ontario this 21 day of November, 2019.

FOR THE EMPLOYER

[Handwritten signature]

McNeil

[Handwritten signature]

Wraith

FOR THE UNION

[Handwritten signature]

Ina Horner

[Handwritten signature]

LETTER OF UNDERSTANDING #2
BETWEEN

**THE CITY OF GREATER SUDBURY
PIONEER MANOR LONG TERM CARE HOME**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #148**


Infection Control Policy and Weekly Indemnity


During the course of 2016 negotiations, the Employer proposed a transition to a Weekly Indemnity/Long Term Disability Plan for Permanent Full Time Employees which provides for six (6) Weekly Indemnity days. The Union raised the distinction that unlike other CGS employee groups who were provided six (6) Weekly Indemnity Days, employees in this bargaining unit are subject to the Infection Control: Outbreak Detection and Management Process ("the Policy"), which requires employees with certain symptoms to remain away from work during a symptom free period.


This letter confirms that Permanent Full Time Employees who are required to remain away from work for a symptom free period in accordance with the Policy will receive their regular hourly wage rate for all scheduled hours during a period of up to 48 hours (two days) during the symptom free period for up to two symptom free period per calendar year and, in addition, when an outbreak is declared. It is understood that regular wages are payable once satisfactory medical evidence of symptoms covered by the Policy is provided.

DATED AT Sudbury, Ontario this 21 day of November, 2019.

FOR THE EMPLOYER




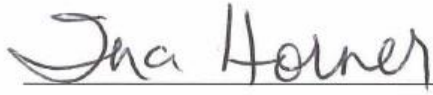







FOR THE UNION







LETTER OF UNDERSTANDING #3
BETWEEN

THE CITY OF GREATER SUDBURY
PIONEER MANOR LONG TERM CARE HOME

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #148

Transition to Weekly Indemnity and Long Term Disability benefits effective April 1, 2019

Effective April 1, 2019 current Employees shall be eligible for coverage as described in Article 24:01 (e) and (f) provided they are:

- a) actively at work in a full-time capacity, unless on approved vacation or pregnancy/parental leave and;
- b) have completed three months of permanent full-time employment and;
- c) are not currently in receipt of disability benefits from any other carrier or WSIB
- d) if in a modified work program, so long as they do not meet the definition of disability as stipulated under the policy

Those Employees who are not eligible as described above shall become eligible on the first of the month following:

- a) a return to active, regular duty in a full-time capacity of at least 30 days if on leave on April 1, 2019 and
- b) are no longer in receipt of disability benefits from any other carrier, including WSIB

DATED AT Sudbury, Ontario this 21 day of November, 2019.

FOR THE EMPLOYER

Howe,
McNeil
As
As
As

FOR THE UNION

R.C.
Ina Horner
P. Kennedy

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 ($\frac{1}{2}$) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half ($\frac{1}{2}$) year's earnings at the basic daily rate received by him/her immediately prior to termination employment.

(ii) for those Employees who normally work a four (4) day week an amount equal to point eight zero (.80) ($\frac{4}{5}$) of his/her current daily salary, wages or remuneration for one-half ($\frac{1}{2}$) the number of days to his/her credit, and, in any event, not in excess of the amount of one-half ($\frac{1}{2}$) year's earnings at the basic daily rate received by him/her immediately prior to termination of employment.

7. Frozen sick leave credits payable herein shall be payable to any qualified Employee under Section 6(a) upon termination of employment regardless of cause, provided, however, that the City may withhold therefrom any amount for which such Employee is legally liable to account to the City in which case all sums withheld up to the full amount of such liability shall forthwith vest in and be the property of the City. Any dispute over amounts so withheld shall be determined by the Grievance Procedure established by the relevant bargaining agreement for the Employee. This By-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

8. This By-law does not apply to Registered Nurses employed at Pioneer Manor Long Term Care Facility in the City of Greater Sudbury, as the result of an arbitration award made pursuant to the *Hospital Labour Disputes Arbitration Act* by Brent Arbitrations Incorporated dated the 16th day of September, 1980.

9. Each of the following bylaws are hereby repealed, with all credits and gratuities earned under the repealed By-law continued:

(a) By-law 68-68 of the former Township of Blezard;

- (b) By-law 1009 and 72-48 of the former Town of Capreol;
- (c) By-law 72-12 of the former Town of Copper Cliff;
- (d) By-law 66-2 for the former Town of Dowling;
- (e) By-laws 57-63 and 76-64 of the former Township of Hanmer;
- (f) By-law 238 of the former Town of Levack
- (g) By-laws 1052 and 1104 of the former Township of McKim;
- (h) By-law 65-11 of the former Township of Neelon and Garson;
- (i) By-law 97-03 of the former Town of Nickel Centre;
- (j) By-law 66-19 of the former Township of Rayside;
- (k) By-law 99-34 of the former Town of Rayside Balfour;
- (l) By-law 99-99A of the former Regional Municipality of Sudbury;
- (m) By-laws 60-132, 63-30, 73-17, 74-114, 74-181, 78-57; 80-176, 81-100, 82-119, 82-120, 87-226, 88-107 of the former City of Sudbury; and
- (n) By-law 98-07 of the former Town of Valley East.

10. This By-law shall come into force and effect retroactively as of January 1st, 2001.

2003. **READ THREE TIMES AND PASSED IN OPEN COUNCIL** this 26th day of June,

_____ Mayor

_____ Clerk

2003-144A

SCHEDULE 'A' TO BY-LAW 2003-144A

OF THE CITY OF GREATER SUDBURY

SICK LEAVE CERTIFICATE

(1) **EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE**

I hereby apply for sick leave absence and certify that my absence was occasioned by

_____ sickness

_____ accident

from _____ to _____ inclusive.

Nature of Sickness or Accident:

Total Days: _____

Date: _____

Employee's Signature

DECISION ON APPLICATION

(2) The above application

(a) is approved

(b) is not approved

(c) is approved but amended as follows:

Dated: _____

Signature of Supervisor or Designate