

COLLECTIVE AGREEMENT

between



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

-and-

LOCAL NO. 67
CANADIAN UNION OF PUBLIC EMPLOYEES - CIVIC CENTRE

CUPE *Canadian Union
of Public Employees*

February 1, 2019 to January 31, 2023

INDEX

<u>Article</u>		<u>Page No.</u>
1	Purpose	1
2	Scope	1
3	Union Security	2
4	Negotiating Committee	3
5	Bulletin Boards	5
6	Management Rights	5
7	Discrimination	5
8	Grievance Procedure	6
9	Arbitration	8
10	No Strikes or Lockouts	8
11	Seniority	9
12	Job Postings	11
13	Transfer to Temporary Position Outside Bargaining Unit	12
14	Leave of Absence	13
15	Regular Hours of Work & Working Conditions	17
16	Vacations with Pay	17
17	Paid Holidays	19
18	Welfare Plan	20
19	Sick Leave	23
20	Pensions	25
21	Safety Provisions	25
22	Car Allowance	26
23	Wages	26
	23:02 - Standard Wage Scale	27
	23:06 – Progressional Rates	29
	23:14 - Temporary Transfer	35
	23:15 - Temporary Transfer Opportunities	35
24	Status Change Process	36
25	Contracting Out	38
26	General	38
27	Term of Agreement	38
	Appendix A	40
	Appendix B	45
	Appendix C	46

**Appendix “C”
Letters of Understanding**

#1	WSIB Top Up	47
#2	Seniority & Layoffs.....	48
#3	Accommodations	49
#4	Job Evaluation System Review.....	51

THIS AGREEMENT MADE AND ENTERED

INTO THIS 1ST DAY OF

FEBRUARY 2019

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the first part

-AND-

LOCAL NO. 67, CANADIAN UNION OF PUBLIC EMPLOYEES
(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

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

2:00 SCOPE

2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all clerical and technical employees of the City Hall staff of the Corporation of the City of Sault Ste. Marie as set forth in Appendix "A".

2:02 When new jobs are established which are to be excluded from the bargaining unit the City will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one month of this notification the City will submit to the Union a summary of the job

functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II, within twenty-one days of receiving the summary of the job functions and responsibilities.

2:03 Employees of the City excluded from the bargaining unit, as defined by Clause 2:02 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes.

“Experimentation” is when non-bargaining unit staff from time to time assesses the effectiveness, efficiency and/or suitability of work methods, equipment, procedures and/or processes. Such experimentation may involve performing work typically associated with bargaining unit members for a limited period of time to permit valid assessment. Experimentation however is not intended to have non-bargaining unit members on an ongoing basis perform the work of the bargaining unit.

3:00 UNION SECURITY

3:01 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. In accordance with this understanding, the City shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.

3:02 The City shall deduct from the salary of each employee commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than twelve (12) months. The City will provide to the union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.

3:03 The City agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home

addresses and home phone numbers of all employees from whose wages the deductions have been made.

3:04 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

3:05 NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

4:00 NEGOTIATING COMMITTEE

4:01 The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, and will recognize and deal with the said Committee with respect to any matter, which may properly arise from time to time during the term of this agreement.

GRIEVANCE COMMITTEE

4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the City premises in order to investigate or assist in the settlement of grievances.

4:03 The City acknowledges the right of the Union to appoint or otherwise select six (6) stewards from among the members.

4:04 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members.

4:05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the City and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Department Heads.

The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

- 4:06 The Union agrees to notify the City in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the City in writing of any changes in such Committee members.

JOINT CONSULTATION

- 4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The City and the Union agree to the following terms and conditions:

- 1) The Committee will deal with matters of mutual concern relating to the work place and will consist of three (3) representatives of the City and, for the Union, the applicable Group Vice-President and two (2) representatives.
- 2) Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location.
- 3) The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
- 4) Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two (2) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
- 5) The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
- 6) The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.

- 7) The representatives agree to make every effort to deal with issues in a co-operative manner.

5:00 BULLETIN BOARDS

- 5:01 The Union shall have the use of the bulletin boards on each floor of the City's premises, where applicable, as well as the office bulletin board in the Works building for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union and such postings shall be removed only by an authorized representative of the Union.

6:00 MANAGEMENT RIGHTS

- 6:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools which are the property of the City.
- 6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

7:00 DISCRIMINATION

- 7:01 The City, the Union and their agents agree not to discriminate against any employees because of their membership in the Union, Union Officer and/or for any reason as set out in the Ontario Human Rights Code.
- 7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City

by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.

7:03 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.

If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department Head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Supervisor/Manager. The Supervisor/Manager shall render a decision within five (5) working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I it may within five (5) working days of receipt of the Step I reply request a hearing by the Director of Human Resources or representative. The Director of Human Resources or representative shall render a decision within five (5) working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may within five (5) working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within five (5) working days of the hearing.

8:02 POLICY GRIEVANCE

Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

8:03 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

8:04 DISCIPLINE/DISCHARGE GRIEVANCE

Whenever the Employer deems it necessary to issue a written disciplinary action, a letter of discipline shall be provided to the employee with a copy to the Union and the Human Resources Department.

In cases of discharge, the employee and/or the Union shall have the right to file a grievance at Step II of the grievance procedure, provided such grievance is filed within fifteen (15) working days from the date of discharge.

8:05 GROUP GRIEVANCE

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) business days after the

circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of the Article shall then apply with respect to the processing of such grievance.

9:00 ARBITRATION

9:01 If the Union considers a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of the receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to Arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

11:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During any such period of layoff an employee shall continue to accrue seniority for a period up to twelve (12) consecutive months but shall not be entitled to any other benefit except the right of recall to work.

11:02 However it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs the following factors shall be considered:

- (1) Qualifications to perform the work
- (2) Seniority

Where qualifications to perform the work is considered to be equal, seniority shall be the determining factor.

11:03 A new employee shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period the employee shall be subject to rights under the grievance procedure except on termination of employment. If retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work.

11:04 Seniority shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits his employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff.
- (4) the employee is absent from work for five (5) working days without permission or just cause.
- (5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:

- (i) during the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 18:00
- (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;
- (iii) the City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.

(b) the employee is absent from work due to an occupational illness or accident for which W.S.I.B. is paid subject to the following conditions:

- (i) during the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 18:00;
- (ii) at the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;
- (iii) the City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.

- (6) an employee with less than five (5) years' service is absent from work for a period in excess of twelve (12) calendar months due to a layoff;
 an employee with more than five (5) years' service is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

11:05 An up-to-date seniority list shall be posted on the appropriate bulletin boards for a period of thirty (30) days in January of each year.

11:06 A temporary vacancy is defined as a vacancy scheduled to be up to eight (8) months in duration. Twelve (12) month temporary absences will apply to Maternity, Paternity and Sick Leave absences and the related "domino" or cascade vacancies.

It is understood that in cases of ESA protected leaves, such temporary vacancies will automatically extend for the duration of said legislative leaves.

- 11:07 (a) The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.
- 11:07 (b) Students are temporary employees hired for a school vacation period or semester under a Cooperative school program. Students shall not:
- a) accrue seniority
 - b) have access to the grievance procedure
 - c) be provided with any benefits other than as required by law.
- 11:08 In the event that a temporary employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06 such employee shall become established and entitled to all the benefits under this collective agreement. The Union shall be informed when a temporary employee is hired.

12:00 JOB POSTINGS

- 12:01 The City agrees to post all permanent vacancies, which occur within the bargaining unit for a period of not less than five (5) working days.

The City further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

- 12:02 The City agrees to forward to the Recording Secretary of the Union, copies of all job postings.

- 12:03 All job postings will contain:

1. Job Class
2. Salary Range

Any vacancy not filled within three (3) months of the expiry date of such job posting shall be considered cancelled, and prior to filling such vacancy it will be posted in accordance with Article 12:01.

12:04 The City agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

12:05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on a trial period for a period of four (4) months. Employees shall have the right to only one (1) lateral transfer every nine (9) months. If performance is not satisfactory during this period the City shall have the right to revert the employee back to their former position and salary. The employee also during such trial period shall have the right to revert to his/her former position and salary.

In the event of a newly created position that requires a review through the Job Evaluation Process and an estimated Job Class, the restriction regarding the lateral transfer will not apply.

13:00 TRANSFER TO TEMPORARY POSITION OUTSIDE BARGAINING UNIT

13:01 If an employee is appointed by the City to a position outside of the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of twelve (12) months following such appointment.

No employee shall be transferred to a position outside the bargaining unit without their written consent.

If the employee remains in the position outside the scope of the bargaining unit beyond the above-noted twelve (12) month period or an accumulation of twelve (12) months, all bargaining unit seniority shall be removed from the bargaining unit seniority list. In the event the employer wishes to extend the period outlined above, the union must be in agreement with the extension.

If the employee returns to the bargaining unit before the above-noted twelve (12) month period, they shall resume accumulation from the date of their return to the bargaining unit and shall be credited with the seniority held immediately prior to the appointment.

During the period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit, the amount of dues deducted will be calculated based on the employee's supervisory position hourly rate of pay as per Article 23 for all hours worked in the position outside of the bargaining unit.

14:00 LEAVE OF ABSENCE

14:01 The City may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good and sufficient cause. Where possible application for leave of absence shall be made at least two (2) months prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

14:02 BEREAVEMENT

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral. If the funeral is more than four hundred kilometres (400 km) from Sault Ste. Marie, the five (5) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law, grandparents-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under per part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral, or celebration of life of the employee's brother-in-law or sister-in-law, aunt and uncle.

“spouse” means a person

(a) to whom the person is married, or

(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,

(i) have cohabited for at least one year,

(ii) are together the parents of a child, or

(iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; (“conjoint”).

14:03 TRAINING

An employee seeking further training, to be used in the service of the City may be granted, if approved by Council, the necessary leave of absence to pursue their aim, and may be granted a subsistence allowance.

14:04 UNION BUSINESS

Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than four (4) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14: 05 PAID APPROVED UNION LEAVE

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one (1) hour at the CUPE 67 Civic JC 12 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to the Accounting Division with a copy to the Human Resources Department.

14:06 LEAVE OF UNION OFFICERS

Any employee who is elected or selected for a position with the Union or anyone with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one (1) year. This period may be extended by the City at the end of the year. At no time shall such leave cost the City

any additional monies and it is understood that all statutory pay and benefits contributions are the responsibility of the Union.

14:07 PREGNANCY/PARENTAL

Notwithstanding the length of service of an employee the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

14:08 JURY DUTY

The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between their normal earnings and the payment they receives for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

14:09 COURT WITNESS DUTY

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a subpoenaed witness in any court.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of his/her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

14:10 PERSONAL LEAVE DAYS

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from their unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

- 15:01 The regular hours of work for all employees covered by this agreement shall be seven (7) hours per day, thirty- five (35) hours per week.
- 15:02 The City agrees to pay employees on standby one (1) hours pay at their regular rate for each eight hours required to be on standby in addition to the callout provisions of this agreement.
- 15:03 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.
- 15:04 (a) All hours worked outside the regular hours, when authorized by the Department Head, shall be paid for at time and one-half the employee's regular rate of pay, or shall be given time and one-half off with pay at a time mutually agreeable to the employee and the supervisor.
- (b) Effective commencing February 1, 2015, employees selecting time off in lieu of overtime payment shall be permitted to accumulate a maximum bank of seventy (70) lieu time hours at any given time. Requests for lieu time off will continue to be considered pursuant to the provisions of 15:04(a).
- 15:05 The Corporation shall pay a meal allowance of \$12.50 (effective the first of the month following ratification of the Memorandum of Settlement by the Parties) and increase to \$12.75 effective Feb. 1, 2016, \$13.00 effective Feb. 1, 2017 and \$13.25 effective Feb. 1, 2018 for an employee required to work ten (10) hours or more and an additional meal allowance for every five (5) hours he is required to work thereafter.

In addition, the Corporation shall pay a meal allowance as outlined in the preceding sentence for an employee required to work five (5) consecutive hours on a call-out.

16:00 VACATIONS WITH PAY

- 16:01 All employees with less than 12 months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days.

Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.

16:02

- (i) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive two (2) weeks plus one (1) day of annual vacation at their regular rate of pay.
- (ii) All employees who have completed who are in their third (3rd) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.
- (iii) All employees who are in their fourth (4th) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.

16:03 All employees who have completed four (4) calendar years of service and are in their fifth (5th) year of service but less than ten (10) years of service shall be allowed three (3) weeks annual vacation at their regular rate of pay.

16:04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.

16:05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed five (5) weeks annual vacation at their regular rate of pay.

16:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than twenty five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

- (b) All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed six (6) weeks plus one (1) days.

All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed six (6) weeks plus one (2) days.

All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed six (6) weeks plus one (3) days.

All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed six (6) weeks plus one (4) days.

- 16:07 All employees who have completed twenty nine (29) calendar years of service and are in their thirtieth (30th) year or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.
- 16:08 An employee may accumulate annual vacation over a two year period, with Department Head and Chief Administrative Officer approval.
- 16:09 The application to carry over holidays from one year to another must be submitted in writing to the head of the Department before March 1st of that year.
- 16:10 Employees who are off work without pay for 30 days or more shall have their vacation pay reduced in proportion to such time absent from work.
- 16:11 Applications for vacations during the year must be submitted in writing to the head of the Department before November 15th of the year preceding the vacation request with approval on or before December 1st each year.

Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

17:00 PAID HOLIDAYS

- 17:01 The following holidays shall be recognized as time off with pay for all regular employees:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the paid holiday for the purposes of this agreement.

Notwithstanding the above provision, where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day. Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

- (1) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;
- (2) the employee does not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission, or;
- (3) subject to the provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;
- (4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

17:02 An employee required to work on a paid holiday shall receive pay at time and one-half the regular rate of pay for all hours worked in addition to the holiday pay.

18:00 WELFARE PLAN

18:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Ward Coverage
- Extended Health Care
 - Vision Care amount effective February 1, 2020: \$450.00 / 24 month. (Note – this amount can be used for laser eye surgery.)
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthotics & orthopedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be “life sustaining”.

Paramedical Benefit:

Maximum of \$1,100 per calendar year for any combination of the following services:

Physiotherapist, Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Maximum of \$1000 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist)
- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, three thousand (\$3,000 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

- (a) Extended Health Care – 1st day of the month following date employed.
- (b) Dental – 1st day of the month following completion of three (3) months service.

- **12 Month Pregnancy/Parental Replacement Temporary Employees – Limited Benefit Coverage**

Prescription Drug Benefit Plan at 90%/10% Co-Insurance
(Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap and effective February 1, 2014 increase to \$10.)

Vision Care - \$125 (effective 1st of the month following ratification) per 24 months

18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three (3) month waiting period for new employees. The cost of this plan to be paid 100% by the City. Per the Insurer, life insurance coverage will convert to \$10,000 on

the day the employee attains age 65 and will terminate on the date the employee attains age 70.

- 18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment. Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.
- 18:04 All employees upon retirement may convert to \$10,000 Group Life Insurance up to age 70, 100% of the cost to be paid by the employee.
- 18:05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the City. This plan to cover full time employees only with a three (3) month waiting period for new employees.
The parties agree that eligibility for L.T.D. benefits set out in Article 18:05 will cease when:
- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
 - (b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
 - (c) An active employee attains age 65.
- 18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
Coverage shall be in accordance with the terms and conditions of:
Great West Life Assurance Co. Policy 320925 (Life Insurance)
Great West Life Assurance Co. Policy 320925 (L.T.D.)
- 18:07 The City agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.

To be eligible for retiree benefits, the employee must have at a minimum the same number of continuous years of service equal to the number of years in which the employee can be in receipt of City-paid retiree benefits.

- 18:08 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.
- 18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.

19:00 SICK LEAVE

- 19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.
- 19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate, during any period of absence without pay of 30 days or more, nor during any period for which sick leave is paid.
- 19:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.

- 19:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 19:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty-five (255) working days.
- 19:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 19:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Department Head.

The City shall pay up to forty dollars (\$40) for the completion of a City medical form when requested by the City. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Effective February 1, 2015, increase reimbursement of a City requested medical form up to fifty dollars (\$50).

- 19:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.
- 19:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Director of Human Resources to take other employment.
- 19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times check the current balance.

20:00 PENSIONS

- 20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.
- 20:02 The Corporation shall provide all eligible full-time employees with the O.M.E.R.S. Type 1 Supplementary Benefit (past service with the Corporation).

21:00 SAFETY PROVISIONS

- 21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The City will make all reasonable provision for the safety and protection of the health of the employees.
- 21:02 All permanent employees required to wear safety footwear in the performance of their duties will be provided an annual allowance of two hundred (\$200.00) dollars for the purchase of one (1) pair of C.S.A. approved safety boots. All new employees will be provided with the boot allowance on successful completion of their probationary period.

Any employee completed their probationary period will receive 50% of their respective entitlement above, the first of the month following the completion of probation. The balance will be paid on June 30th.

For inside office (PWT Support Staff) workers will be eligible for a one (1) time allowance for the life of the agreement of one hundred eighty (\$180.00) dollars.

Where an employee is required to wear safety footwear on an occasional basis, the annual allowance for safety footwear will be granted on an "as needed basis." The boot allowance will be paid by June 30th each year.

The City is prepared to arrange for employees designated by the City within the Engineering Division to be provided annually with one (1)

voucher to obtain one (1) pair of coveralls or two (2) t-shirts (safety blaze orange) at a supplier designated by the City.

22:00 CAR ALLOWANCE

22:01 Upon the written authority of a Department Head an employee may be permitted to use their own car for travel in the performance of employer's work for the City. Employees shall provide daily readings of mileage traveled on behalf of the City.

22:02 Invoices must be submitted on the first of each month to the Head of the Department for approval showing the number of kilometers traveled on City business.

22:03 When the said voucher is approved, the City will pay to the employee a car allowance of fifty three (\$.53) cents for each kilometer traveled on City business. The City agrees that where possible payment for mileage will be made by the 12th of the month.

It is agreed and understood that the Car Allowance shall not increase if it would result in exceeding the Canada Revenue Agency amount that would result in a taxable benefit.

22:04 It is the employee's sole responsibility to insure their vehicle and the employer may require proof by a certificate of an insurance company that the car is insured for at least \$1,000,000.00 public liability and property damage coverage while in use on City business.

23:00 WAGES

23:01 Jobs as determined by the Employer shall be described and classified and a rate of pay applied to such jobs.

23:02 STANDARD WAGE SCALE

Effective on February 1st, 2019 and continuing until January 31, 2023, the Standard Wage Scale shall be as follows:

February 1, 2019

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,242	\$21.38	9	\$4,949	\$32.63
1	\$3,412	\$22.50	10	\$5,122	\$33.77
2	\$3,578	\$23.59	11	\$5,294	\$34.91
3	\$3,743	\$24.68	12	\$5,479	\$36.13
4	\$3,916	\$25.82	13	\$5,660	\$37.32
5	\$4,080	\$26.90	14	\$5,860	\$38.64
6	\$4,250	\$28.02	15	\$6,062	\$39.97
7	\$4,416	\$29.12	16	\$6,265	\$41.31
8	\$4,770	\$31.45	17	\$6,479	\$42.72

February 1, 2020

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,294	\$21.72	9	\$5,028	\$33.15
1	\$3,467	\$22.86	10	\$5,203	\$34.31
2	\$3,635	\$23.97	11	\$5,379	\$35.47
3	\$3,802	\$25.07	12	\$5,567	\$36.71
4	\$3,978	\$26.23	13	\$5,751	\$37.92
5	\$4,145	\$27.33	14	\$5,954	\$39.26
6	\$4,318	\$28.47	15	\$6,159	\$40.61
7	\$4,488	\$29.59	16	\$6,365	\$41.97
8	\$4,846	\$31.95	17	\$6,582	\$43.40

February 1, 2021

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,347	\$22.07	9	\$5,108	\$33.68
1	\$3,523	\$23.23	10	\$5,287	\$34.86
2	\$3,693	\$24.35	11	\$5,466	\$36.04
3	\$3,863	\$25.47	12	\$5,657	\$37.30
4	\$4,042	\$26.65	13	\$5,843	\$38.53
5	\$4,212	\$27.77	14	\$6,050	\$39.89
6	\$4,388	\$28.93	15	\$6,257	\$41.26
7	\$4,559	\$30.06	16	\$6,467	\$42.64
8	\$4,923	\$32.46	17	\$6,687	\$44.09

February 1, 2022

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,405	\$22.45	9	\$5,194	\$34.25
1	\$3,582	\$23.62	10	\$5,376	\$35.45
2	\$3,755	\$24.76	11	\$5,558	\$36.65
3	\$3,928	\$25.90	12	\$5,752	\$37.93
4	\$4,110	\$27.10	13	\$5,944	\$39.19
5	\$4,283	\$28.24	14	\$6,153	\$40.57
6	\$4,462	\$29.42	15	\$6,364	\$41.96
7	\$4,636	\$30.57	16	\$6,576	\$43.36
8	\$5,006	\$33.01	17	\$6,800	\$44.84

23:03 The Standard Wage Scale Rate for each job class is the standard rate for all jobs classified within such job class.

23:04 In addition to the standard rates a schedule of training and development progressional rates is established containing the following:

- (a) An intermediate rate at a level one job class increment below the standard rate;
- (b) A starting rate at a level two job class increments below the standard rate, and

- (c) A training rate at a level three job class increments below the standard rate.

23:05 The Schedule of Progressional Rates defined in Section 23:04 applies to each job in the respective job classes for period of time as follows:

- (a) Job Class 1: One period of one year at an intermediate rate;
- (b) Job Class 2 to 4 inclusive: Two periods of one year; (1) the first at a training rate; and
(2) the second at an intermediate rate.
- (c) Job Class 5 and higher: Three periods of one year;
(1) the first at a training rate; and
(2) the second at a starting rate; and
(3) the third at an intermediate rate.

23:06 All employees will progress to the next higher applicable rate on February 1st, 1972 except: anyone hired on or after February 1st, 1969 or anyone whose job class was changed on or after February 1st, 1969. These employees will receive their increment on the beginning of the pay period closest to the anniversary date of hiring or change. Effective February 1st, 2019 and continuing until January 31st, 2023 the Schedule of Progressional Rates shall be as follows:

FEBRUARY 1, 2019 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS BASE RATE	TRAINING		STARTING		INTERMEDIATE		STANDARD		
							3242	21.38	
1					3242	21.38	3412	22.50	One 1 year
2			3242	21.38	3412	22.50	3578	23.59	Two 1 year
3			3412	22.50	3578	23.59	3743	24.68	Two 1 year
4			3578	23.59	3743	24.68	3916	25.82	Two 1 year
5	3578	23.59	3743	24.68	3916	25.82	4080	26.90	Two 1 year
6	3743	24.68	3916	25.82	4080	26.90	4250	28.02	Three 1 year
7	3916	25.82	4080	26.90	4250	28.02	4416	29.12	Three 1 year
8	4250	28.02	4416	29.12	4597	30.31	4770	31.45	Three 1 year
9	4416	29.12	4597	30.31	4770	31.45	4949	32.63	Three 1 year
10	4597	30.31	4770	31.45	4949	32.63	5122	33.77	Three 1 year
11	4770	31.45	4949	32.63	5122	33.77	5294	34.91	Three 1 year
12	4949	32.63	5122	33.77	5294	34.91	5479	36.13	Three 1 year
13	5122	33.77	5294	34.91	5479	36.13	5660	37.32	Three 1 year
14	5294	34.91	5479	36.13	5660	37.32	5860	38.64	Three 1 year
15	5479	36.13	5660	37.32	5860	38.64	6062	39.97	Three 1 year
16	5660	37.32	5860	38.64	6062	39.97	6265	41.31	Three 1 year
17	5860	38.64	6062	39.97	6265	41.31	6479	42.72	Three 1 year

FEBRUARY 1, 2020 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3294	21.72	
1					3294	21.72	3467	22.86	One 1 year
2			3294	21.72	3467	22.86	3635	23.97	Two 1 year
3			3467	22.86	3635	23.97	3802	25.07	Two 1 year
4			3635	23.97	3802	25.07	3978	26.23	Two 1 year
5	3635	23.97	3802	25.07	3978	26.23	4145	27.33	Two 1 year
6	3802	25.07	3978	26.23	4145	27.33	4318	28.47	Three 1 year
7	3978	26.23	4145	27.33	4318	28.47	4488	29.59	Three 1 year
8	4318	28.47	4488	29.59	4670	30.79	4846	31.95	Three 1 year
9	4488	29.59	4670	30.79	4846	31.95	5028	33.15	Three 1 year
10	4670	30.79	4846	31.95	5028	33.15	5203	34.31	Three 1 year
11	4846	31.95	5028	33.15	5203	34.31	5379	35.47	Three 1 year
12	5028	33.15	5203	34.31	5379	35.47	5567	36.71	Three 1 year
13	5203	34.31	5379	35.47	5567	36.71	5751	37.92	Three 1 year
14	5379	35.47	5567	36.71	5751	37.92	5954	39.26	Three 1 year
15	5567	36.71	5751	37.92	5954	39.26	6159	40.61	Three 1 year
16	5751	37.92	5954	39.26	6159	40.61	6365	41.97	Three 1 year
17	5954	39.26	6159	40.61	6365	41.97	6582	43.40	Three 1 year

FEBRUARY 1, 2021 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
	BASE RATE								
1					3347	22.07	3523	23.23	One 1 year
2			3347	22.07	3523	23.23	3693	24.35	Two 1 year
3			3523	23.23	3693	24.35	3863	25.47	Two 1 year
4			3693	24.35	3863	25.47	4042	26.65	Two 1 year
5	3693	24.35	3863	25.47	4042	26.65	4212	27.77	Two 1 year
6	3863	25.47	4042	26.65	4212	27.77	4388	28.93	Three 1 year
7	4042	26.65	4212	27.77	4388	28.93	4559	30.06	Three 1 year
8	4388	28.93	4559	30.06	4744	31.28	4923	32.46	Three 1 year
9	4559	30.06	4744	31.28	4923	32.46	5108	33.68	Three 1 year
10	4744	31.28	4923	32.46	5108	33.68	5287	34.86	Three 1 year
11	4923	32.46	5108	33.68	5287	34.86	5466	36.04	Three 1 year
12	5108	33.68	5287	34.86	5466	36.04	5657	37.30	Three 1 year
13	5287	34.86	5466	36.04	5657	37.30	5843	38.53	Three 1 year
14	5466	36.04	5657	37.30	5843	38.53	6050	39.89	Three 1 year
15	5657	37.30	5843	38.53	6050	39.89	6257	41.26	Three 1 year
16	5843	38.53	6050	39.89	6257	41.26	6467	42.64	Three 1 year
17	6050	39.89	6257	41.26	6467	42.64	6687	44.09	Three 1 year

FEBRUARY 1, 2022 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3405	22.45	
1					3405	22.45	3582	23.62	One 1 year
2			3405	22.45	3582	23.62	3755	24.76	Two 1 year
3			3582	23.62	3755	24.76	3928	25.90	Two 1 year
4			3755	24.76	3928	25.90	4110	27.10	Two 1 year
5	3755	24.76	3928	25.90	4110	27.10	4283	28.24	Two 1 year
6	3928	25.90	4110	27.10	4283	28.24	4462	29.42	Three 1 year
7	4110	27.10	4283	28.24	4462	29.42	4636	30.57	Three 1 year
8	4462	29.42	4636	30.57	4824	31.81	5006	33.01	Three 1 year
9	4636	30.57	4824	31.81	5006	33.01	5194	34.25	Three 1 year
10	4824	31.81	5006	33.01	5194	34.25	5376	35.45	Three 1 year
11	5006	33.01	5194	34.25	5376	35.45	5558	36.65	Three 1 year
12	5194	34.25	5376	35.45	5558	36.65	5752	37.93	Three 1 year
13	5376	35.45	5558	36.65	5752	37.93	5944	39.19	Three 1 year
14	5558	36.65	5752	37.93	5944	39.19	6153	40.57	Three 1 year
15	5752	37.93	5944	39.19	6153	40.57	6364	41.96	Three 1 year
16	5944	39.19	6153	40.57	6364	41.96	6576	43.36	Three 1 year
17	6153	40.57	6364	41.96	6576	43.36	6800	44.84	Three 1 year

23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.

23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement

regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

23:10 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and

(a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;

or

(b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

23:11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an; employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

23:12 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the corporation at its discretion shall assign the appropriate rate.

23:13 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such

employee completed such period. As of the date such rate adjustment is made, the employees, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

23:14 TEMPORARY TRANSFER

In case of a temporary transfer an employee's rate assignment shall not be changed, except as required for progression to a higher applicable rate level, if any, as provided in Section 23:08. The rate assignment of an employee temporarily transferred to a job in a higher job class shall be changed when such employee occupies the job for a period of one (1) working day at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 23:09 and such change shall be effective from the first day such employee occupied the job.

At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job

23:15 TEMPORARY TRANSFER OPPORTUNITIES

If a temporary employment opportunity exists within a Department and the Department deems it necessary to hire a temporary employee, prior to proceeding to hire from the outside labour market, a "Notice of Temporary Transfer Opportunity" will be posted for three (3) days.

The City will post temporary vacancies when it is known at the time the vacancy occurs to be greater than three (3) months in duration. If an extension of three (3) months or more is required with respect to the temporary vacancy, such temporary vacancy shall be posted. It is understood there shall be only one (1) such extension.

Permanent employees who wish to be considered for such temporary transfer opportunities must respond to the Notice.

It is understood that selection of interested employees will be at the discretion of the Department.

Employees while temporarily transferred will not be considered for any other temporary transfer opportunities.

Temporary transfers are subject to the terms and conditions of article 23:14 and are also subject to the mutual agreement of the Department Heads concerned. Employees temporarily transferred must accept a lower pay scale if transferred to a lower rated classification.

A Notice of Temporary Transfer shall not be required for temporary job opportunities of less than three (3) months duration.

It is agreed and understood that the application of this letter and any selection of employees for temporary transfer will not be subject to the grievance procedure.

23:16 Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a salary inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this agreement.

23:17 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "A".

24:00 STATUS CHANGE PROCESS

24:01 PERMANENT PART-TIME TO PERMANENT FULL-TIME

The following is the process when a Permanent Part-time employee is successful to a job posting for a Permanent Full-time position:

Seniority

The City shall calculate the number of hours the employee worked as a Permanent Part-time employee.

The City shall convert the part time service hours to full time service hours and then accordingly back date the seniority from the Permanent Full-time hire date at seven (7) hours equals one (1) day to establish a seniority date on the Seniority list.

Vacation

Using the hours calculated above as a proportion of 1820 full time hours in a year, the employee will receive credit of the appropriate number of days' vacation in the following calendar year based upon the collective agreement.

Since Permanent Part-time employees are paid 4% vacation pay (or 6% after five (5) years, per ESA) with each cheque, the employee shall not be entitled to any vacation pay in the current calendar year when hired as a Full Time employee but shall be entitled to take the credited number of days off without pay in the current calendar year.

Sick Leave

Based upon the number of hours credited converted to months of full-time service, the entitlement to Sick Leave would be subject to precisely the wording of the collective agreement. The employee must attain the equivalent of six (6) months' service (i.e. 910 hours of work) to qualify for sick leave.

Probationary & Trial Period

All new Permanent Part-time employees are subject to a Probationary period and not eligible for the job posting process until successful completion of the probationary period.

Seniority List and Permanent Part-Time Employees

The City shall list Permanent Part-time employees separately on the Seniority list and show their corresponding number of hours worked.

A hiring letter for a Permanent Part-time employee shall indicate a 910 hour Probationary Period.

Employee Benefits

All other benefit entitlements would flow pursuant to your actual hiring date as a permanent full time employee.

Calculations for OMERS service remain subject to OMERS rules.

25:00 CONTRACTING OUT

25:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

26:00 GENERAL

26:01 Employees may request, in advance, the examination of the Human Resources Department file of his/her records. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Director of Human Resources or designate and the employee.

27:00 TERM OF AGREEMENT

27:01 This agreement shall continue in force and effect from February 1st, 2019 to January 31st, 2023. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to January 31st, 2023 present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by January 31st, 2023, this Agreement and all its terms will continue in force until a new Agreement is executed.

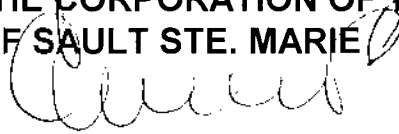
27:02 Notice that amendments are required shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

27:03 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 giving of such notice, if requested to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**



(CHRISTIAN PROVENZANO, MAYOR)

APPROVED BY

CITY OF SAULT STE. MARIE

BY-LAW# 2020 59



(RACHEL TYCZINSKI, CITY CLERK)

**LOCAL #67, CANADIAN UNION
PUBLIC EMPLOYEES**



(PRESIDENT)



(RECORDING SECRETARY)

APPENDIX "A"

(List of jobs covered by this Agreement)

DEPARTMENT & JOB TITLE **JOB CLASS**

CLERK'S DEPARTMENT:

Vital Statistics Clerk	5
Administrative Clerk	5
Council Agenda Clerk	5
Licence Coordinator	9

CLERK'S DEPARTMENT - Office Services:

Coordinator Office Services	8
Office Services Clerk	5

COMMUNITY SERVICES DEPARTMENT:

Office Clerk	4
Switchboard/Receptionist	3
Payroll Clerk	5

COMMUNITY SERVICES DEPARTMENT - Community Centres Division:

Records Clerk	4
Office Clerk	4
Box Office Clerk	6

ENGINEERING & PLANNING DEPT. - Engineering & Construction:

Lab Technician	13
GIS Technician	10
Engineering Tech IV	15
Engineering Tech III	13
Engineering Tech II	11
Engineering Tech I	8
Administrative Support Clerk	6

ENGINEERING & PLANNING DEPARTMENT - Building Division:

Coordinator of Plans Examination	17
Coordinator of Building Inspections	17
Building Inspector:	
Level 2	12
Level 3	14
Level 4	15
Senior Plans Examiner	14
By-law Enforcement Officer	10
Plans Examiner	9
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Planning Division:

Senior Planning Technician	11
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G.I.S. Coordinator	11
Secretary-Treasurer Committee of Adjustment and Buildings	12
Planning Technician	7
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Building Services:

Handyperson/Caretaker	Feb. 1, 2019	\$28.59
	Feb. 1, 2020	\$29.05
	Feb. 1, 2021	\$29.51
	Feb. 1, 2022	\$30.01
Caretaker	2	
Cleaner	Base Rate	

LEGAL DEPARTMENT:

Legal Clerk	5
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LEGAL DEPARTMENT - Provincial Offences (POA)

Court Administration Clerk/Cashier	7
Court Administration Enforcement Clerk/Court Reporter	6
Legal Clerk	3

PUBLIC WORKS & TRANSPORTATION DEPARTMENT:

Time Verification Clerk	8
Accounting Clerk	7

7	Receptionist/Dispatcher
8	Traffic Analyst
6	Shop Clerk
7	Administrative Support Clerk
<u>PUBLIC WORKS & TRANSPORTATION DEPARTMENT -</u>	
<u>Transit/Parking Division:</u>	
6	Dispatcher Clerk
5	Parabus Dispatcher
6	Administrative Clerk
4	Accounts Clerk
2	Clerk (part-time position)
3	Customer Service Representative
4	Accounts Clerk (Parking)
3	Clerk (Parking)
<u>PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Cemetery</u>	
<u>Division</u>	
4	Office Clerk
<u>FINANCE DEPARTMENT:</u>	
6	Administrative Clerk
3	Clerk

Administrative Support Clerk 4

FINANCE DEPARTMENT - Accounting Division:

General Ledger Accountant 10

Accounting Coordinator 12

General Accountant 9

Senior Payroll Clerk 10

Senior Accounting Clerk 9

Payroll Clerk 7

Accounting Clerk (General) 7

Accounting Clerk 7

Accounts Payable Clerk 6

Accounts Payable / Receivable Clerk 6

Cashier 5

FINANCE DEPARTMENT - Tax & Licence Division:

Tax Analyst 10

Administrative Support Clerk 6

Tax Clerk 5

Cashier 5

FINANCE DEPARTMENT - Purchasing Division:

Senior Purchaser 10

Purchaser	7
Purchasing Clerk	5

FINANCE DEPARTMENT - Information Systems Division:

Personal Computer Support Technician	11
Systems Operator/PC Technician	11

Part Time

The City may utilize Part-time employees i.e. less than twenty four (24) hours per week or up to 1250 hours per year, such positions to be listed in Appendix A. Union will be advised in advance of the implementation of additional Part time positions. It is understood that Part time employees shall not be entitled to any benefits except as required by law, and shall not be entitled to welfare benefits as provided in the collective agreement.

APPENDIX B - STUDENT PAY SCALE

	Feb. 1st, 2019	Feb. 1st, 2020	Feb. 1st, 2021	Feb. 1st, 2022
1st Year	\$14.00	\$14.20	\$14.40	\$14.60
2nd Year	\$14.15	\$14.45	\$14.55	\$14.85
3rd Year	\$14.50	\$14.65	\$14.75	\$15.05

Student Wages are not subject to the general wage increase nor eligible for retroactivity. Fixed rates not affected by negotiated wage adjustments.

APPENDIX "C"

LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree in principle to the following amendment to this clause:

Article 19:08

An employee absent on W.S.I.B. shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation, the matter will be finalized by letter of agreement.

Signed at Sault Ste. Marie this 7th day of August, 2019.

FOR THE UNION

"Sharon St. Pierre"

"Lourdis Laundry"

"Dan Barsanti"

"Felicia Forbes"

FOR THE CITY

"Peter Niro"

"Ida Bruno"

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree that this letter of understanding shall serve as a guideline for the application of Article 11:02 in matters of decreases in forces and recalls to former positions.

It is agreed that in the application of seniority and qualifications, that in normal circumstances the incumbent in the higher job classes, i.e. Job Class 7 and above, will be presumed to have the greater qualifications to perform the work, except if the senior employee has previously performed the work and established the ability to do the job.

In the displacement of employees in lower job classes, due consideration will be given to the skill level and the period of familiarization and due regard to any special skills required to perform the job.

The foregoing is not intended as an abrogation of any rights contained within the collective agreement.

Signed at Sault Ste. Marie this 7th day of August, 2019.

FOR THE UNION

FOR THE CITY

"Sharon St. Pierre"

"Peter Niro"

"Lourdis Laundry"

"Ida Bruno"

"Dan Barsanti"

"Felicia Forbes"

LETTER #3

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

ACCOMMODATIONS

The Return-to-Work Coordinator or Designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- a) A permanent disability; or
 - b) A temporary disability known at the outset to be for a duration greater than thirty (30) days.
- *The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return-to-Work Coordinator or designate shall not delay the accommodation process.
 - *Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.
 - Both parties recognize the benefits of early and safe return to work and the parties endeavor to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry-level positions.

It is understood the employee and Union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return-to-Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

Signed at Sault Ste. Marie this 7th day of August, 2019.

FOR THE UNION

FOR THE CITY

"Sharon St. Pierre"

"Peter Niro"

"Lourdis Laundry"

"Ida Bruno"

"Dan Barsanti"

"Felicia Forbes"

LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

JOB EVALUATION SYSTEM REVIEW

The parties agree to meet at a minimum once per year during the term of the collective agreement to review jobs under the Job Evaluation system as well as any other system(s) the parties may wish to discuss.

The parties may by mutual agreement during the course of the collective agreement agree to replace the existing Job Evaluation System with a new system.

Signed at Sault Ste. Marie this 7th day of August, 2019.

FOR THE UNION

FOR THE CITY

"Sharon St. Pierre"

"Peter Niro"

"Lourdis Laundry"

"Ida Bruno"

"Dan Barsanti"

"Felicia Forbes"

