

AGREEMENT

Between



THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

-and-

LOCAL NO. 3
CANADIAN UNION OF PUBLIC EMPLOYEES – COMMUNITY
SERVICES GROUP

CUPE *Canadian Union
of Public Employees*

February 1, 2019 to January 31, 2023

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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. 3, CHARTERED BY THE CANADIAN UNION OF PUBLIC
EMPLOYEES -
COMMUNITY SERVICES DEPARTMENT
(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 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 this Agreement.
- 1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.
- 1:03 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

2:00 RECOGNITION

2:01 The City, or anyone authorized to act on its behalf, approves and recognizes Local No. 3, Chartered by the Canadian Union of Public Employees, as the exclusive collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Both parties mutually agree that this agreement shall cover and include all those employees to be set forth in the classification schedule embodied in this Agreement in Appendix "A" attached hereto.

2:02 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Director and the Group Vice President of the local Union or designate.

2:03 Work of the Bargaining Unit

Employees of the City excluded from the bargaining unit, as defined by Clause 2:01 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes. This clause does not apply to those people designated as temporary Supervisors.

2:04 New Employees

a) 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 Articles dealing with Union Security and Dues Check-Off.

3:00 UNION SECURITY

3:01 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the month following in respect of which deductions have been made, accompanied by a list of all employees names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status.

3:02 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. All future employees of the City shall as a condition of continued employment become members in good standing in the Union not later than after thirty (30) days of employment with the City. Students are exempt from above condition. The Employer shall not be required to discharge an employee who has been expelled or discharged from the Union.

3:03 The Union will save the City harmless from any and all claims which may be made against the Corporation for amounts deducted from employees pay as herein provided.

4:00 NEGOTIATING AND GRIEVANCE COMMITTEES

4:01 Negotiating Committee: A Negotiating Committee shall be appointed and shall consist of not more than three members who are employees of the City. The Union will advise the City of the Union nominees to the Committee.

4:02 Representative of Canadian Union: The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or Union officers when dealing or negotiating with the City.

4:03 Meeting of Committee: In the event of either party wishing to call a meeting of the Committee, the Director of Community Services or the Secretary of the Union, as the case may be, shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.

4:04 During negotiations the function of the Negotiating Committee shall be to deal with all matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Negotiating Committee for discussion and settlement.

4:05 Time off for Meetings: Any representative of the Union, on this Committee who is in the employ of the City, shall have the privilege of attending meetings of the Committee held within working hours without

loss of remuneration provided that such employee shall not absent themselves without the permission of their supervisor. The City agrees to maintain the pay of such persons on approved absence for such hours that are straight time regularly scheduled working hours.

4:06 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the City. The personnel of such committee shall be communicated to the City.

4:07 The City of Sault Ste. Marie and Local 3, C.U.P.E. – C.S.D., agree to the following terms related to the Joint Consultation Committee:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
2. Meetings can be scheduled as necessary on request of either party at a mutually agreed time and locations. The parties agree to a commitment that they can meet upon request for a labour management meeting when either side provides an agenda. Every attempt to meet will be made within thirty (30) calendar days. Both parties acknowledge when scheduling the meeting some issues may arise such as vacation schedules, holidays, staffing, etc. Grievance meetings have to be set differently in accordance with the Article 8.
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 five 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 bulletin boards in each place where employees commence work for the posting of notices related to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to prior approval of the City and such approval shall not be unreasonably withheld.

6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the City has the exclusive right to manage the affairs, to direct the forces, to hire, to promote, demote, transfer, layoff and to discharge, suspend or discipline employees for just cause. The City agrees that these functions shall be executed in a manner consistent with the general purpose and intent of the agreement and subject to the right of an employee to lodge a grievance as set forth herein.

7:00 DISCRIMINATION

7:01 The City, the Union, and their agents agree not to discriminate against any employee 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 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 Director with a copy to the Union. The Director will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the respective Director.

If the employee is not satisfied with the respective Director's response, the employee may submit the concern to the Deputy CAO with a copy to the respective Director and Union. Upon conclusion of an investigation, the Deputy CAO will provide a written response to the employee with a copy to the respective Director and Union.

8:00 GRIEVANCE PROCEDURES

8:01 Grievances shall be dealt with in the following manner provided 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 shall be submitted at each step of the grievance procedure and replies to grievances shall be sent to the Chairman of the Grievance Committee.

8:02 A grieved employee, assisted by a steward or officer of the Union, shall first discuss the case with their Supervisor and the Division Head within ten (10) working days of the occurrence of the incident which gave rise to the matter in dispute. The Supervisor shall render a decision within three (3) working days of the meeting. Failing settlement, the difference shall be considered a grievance and the following steps shall be taken.

STEP I The grievance shall be put in writing and the employee may, within five (5) working days of receipt of the reply from the Supervisor, request a hearing with the respective Director. The employee assisted by a steward or officer of the Union will attend the hearing with the respective Director. The respective Director shall render a decision within five (5) working days of the hearing.

STEP II If the Grievance Committee considers that a satisfactory settlement was not reached at 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 a representative. The Director of Human Resources, or a representative, shall render a decision within five (5) working days of the hearing.

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

8:03 Policy Grievance

Where a 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.

8:04 (a) 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.

(b) 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 The time limits set out in the grievance procedure shall be strictly observed by the parties, but may be extended by mutual consent.

8:06 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) working 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 this Article shall then apply with respect to the processing of such grievance.

9:00 ARBITRATION PROCEDURE

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III, it may within fifteen (15) working days of receipt of the Step III reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.

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.

9:02 A Board of Arbitration/sole arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

9:03 The time limits set out in the arbitration procedure shall be strictly observed by the parties, but may be extended by mutual consent.

10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedures 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 which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

11:01 An employee's Department or Division seniority is based on their effective date of employment with the Department or Division in accordance with 11:03 relative to other employees' employment date with the Department or Division.

For example, an employee will have less Department or Division seniority than an employee whose effective date of employment is earlier and will have more Department or Division seniority than an employee whose effective date of employment is later.

11:02 Senior employees are expected to give every assistance to the training of junior employees.

11:03 Probationary Employees: An employee shall be on probation until he has worked 1040 hours within any period of 180 consecutive days and during such period the employee shall not be subject to rights under the grievance procedure.

Employees retained past the probationary period shall be deemed satisfactory, and placed on the seniority list, and credited with seniority from the day they commenced work.

11:04 Definition of Employees:

In this Agreement:

- (a) Probationary Employee - means an employee who has not completed the probationary period.
- (b) Seasonal Employee - means an employee who has completed his probationary period but who has not yet been employed for twelve (12) consecutive months.
- (c) Permanent Employee - means an employee who has completed twelve (12) consecutive months of employment.

11:05 Employees who are employed for less than an average of twenty-four (24) hours per week in any four week period are deemed to be part time employees.

11:06 The City will maintain General seniority lists and Divisional seniority lists in the following groups:

- (1) General Seniority List
- (2) Parks Division Seniority List
- (3) Cemeteries Division Seniority List
- (4) Community Centres Division Seniority List

Copies of the above lists will be given to the Union. Any employee may request information from the City relative to their own seniority. On request, any officer of the Union will be supplied with the necessary information relative to the seniority or rates of pay of any employee or group of employees. Any employee who believes that they are not listed in their proper position may take the matter up in accordance with the provision under article 8:00. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union. After which the list will be brought up to date each January 1st.

11:07 An employee shall no longer be established on a division seniority list if they have become established on another division seniority list since they were last established on the division seniority list first mentioned, save and except employees with incumbent rights as identified on the August 1st, 1985 seniority lists.

11:08 Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits their employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report for work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
- (4) except in cases of illness, an employee absenting themselves from work for more than forty-eight (48) hours, without permission shall be deemed to have left the employ of the City, and before being entitled to reinstatement, shall give satisfactory explanation on their return to the respective Director.
- (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.
 - (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 22:00.
 - (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 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

- (5) (b) An employee who is absent from work due to occupational illness or accident for which Workers' Compensation is paid will be provided as follows:
- (i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 22:00.
 - (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 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
- (6) (i) The employee has less than five (5) years service and is absent from work for a period in excess of twelve (12) calendar months due to a layoff.
- (ii) The employee has five (5) or more years service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

12:00 PROMOTIONS, VACANCIES AND NEW POSITIONS

12:01 City will notify Union: seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement, the City will notify the Union in writing and post notice of the position on all bulletin boards in order that all members will know about the position and be able to make written application therefore.

Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required and wage rate or wage range.

12:02 In exercising seniority during a promotion or transfer to vacancies and new positions as outlined in 12:03 the employee will first exercise their

division seniority and where division seniority is not applicable the employee shall exercise their General seniority.

12:03 Method of Making Appointments: Promotions or transfers to vacancies and new positions shall be according to employees' seniority standing and qualifications inclusive of knowledge, education, experience and skills required. Where qualifications are equal, seniority shall be the determining factor. A promoted employee shall be on trial period until they have worked four-hundred and forty (440) hours within any period of (ninety) 90 consecutive days for such employee to prove efficiency. In the event the successful applicant proves unsatisfactory in the position or requests to return to their former position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.

12:04 Temporary vacancies of less than five (5) working days will be filled by the Director, giving preference where possible to the senior qualified employee available.

For the purpose of assigning a Group Leader for holiday/sick replacements, the senior permanent crew member has first option to the relief position. Failing filling the position from within the crew, then go the general area for an incumbent, and failing this, go to the General Seniority List.

Crews: Operations (Grass)
 Sportsfield
 Forestry
 Horticulture
 Repair/Maintenance
 Cemeteries

12:05 When an employee relieves in a position of higher classification for a period of one (1) day or more, such employee shall receive the rate applicable to the higher classification while so relieving.

12:06 Disabled Employees: Any employee covered by this agreement who, through temporary disability, is unable to perform their regular duties shall be given the preference of any light work available at the wages payable at the time for the position to which they are assigned.

- 12:07 Promotions Requiring Higher Certification: In cases of promotion requiring higher certification, the Employer shall give consideration to employees who do not hold the requirement of the required certificate, but are writing for such certificate prior to filling the vacancy. If selected by the Employer, such employees will be given an opportunity to qualify within a reasonable length of time and to revert to the employee's former position if the required certificate is not obtained within such time.
- 12:08 The Union shall be advised in writing of the name of the successful applicant. All applications will be acknowledged within fourteen days of receipt in writing. Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.
- 12:09 The refusal of an employee to accept promotion for a particular position will in no way affect his seniority or rights to future promotion. The employee will sign a declaration to allow a junior to take the position.
- 12:10 An employee who is established on a job upon request must exercise their rights to that job in accordance with their job seniority or they shall be required to sign a seniority waiver form, relinquishing their seniority rights to that job and relinquishing their future promotional rights to such job until they indicate to management in writing that they wish to be considered for promotion. A signed off employee shall not be considered for promotion to the said position for nine (9) months from the date of sign off.
- 12:11 An employee in a posted position who is temporarily assigned to a lower classification other than their normal classification shall have their normal rate of pay maintained and such temporary assignment shall not be cause for a rate decrease in their areas.

13:00 LAYOFFS AND REHIRING

- 13:01 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their jobs or Divisions as a result of a reduction in force.

- 13:02(a) In reduction in force, employees shall be displaced from jobs in a Division in reverse order of such employees Division seniority and employees shall be displaced from pool jobs in reverse order of such employee's General seniority. Pool Jobs shall be those jobs in Job Class 1 only.
- (b) In the event of a layoff it is understood that students performing the work of the Labourer classification identified in Appendix A, shall be terminated before a layoff of probationary employees, seasonal employees and permanent employees.
- 13:03 It is understood and agreed that in all cases of layoffs, reductions in work force and recalls after layoffs, that seniority shall apply provided that the employee has the ability to perform the work.
- 13:04 During any such period of layoff such employee is not entitled to any benefits except the right of recall to work.
- 13:05 Notice of layoff shall be given in accordance with the provisions of the Employment Standards Act.
- 13:06 Other Provisions: Employees shall give as much notice as possible for their inability to report for work due to illness.
- 13:07 The following represents the understanding of the parties regarding the exercise of Division and/or department seniority rights in respect to posted positions:
- 1) In the exercise of seniority rights for the purpose of job opportunity where there is no layoff, an employee may exercise his right to a job where he is senior on the Division seniority list and has the ability to perform the job but cannot displace an employee on a posted job.
 - 2) In the exercise of seniority rights in the event of a layoff resulting in a reduction in the work force, an employee may bump into any position at the same job class or a lower job class where such an employee is senior on the Division seniority list and has the ability to perform the job.
 - 3) In the exercise of seniority rights in the Pool Jobs (Job Class 1) in the event of a layoff, it is an employee's Department seniority that shall govern.

14:00 SUPERVISORY POSITIONS

14:01 Transfer to Supervisory Position: The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by this Agreement, but if any employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

15:00 LEAVE OF ABSENCE

15:01 General Leave: The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City, for a period not exceeding three (3) months.

15:02 Union Conventions or Schools: Leave of absence without pay and without loss of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union, at Union conventions, or Union schools provided the City is advised in writing by the authorized officers of the Union of such appointments.

15:03 For Union Business: The City agrees that where permission has been granted to representatives of the Union, who are employees of the City, to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

15:04 Leave of Union Officers: Any employee who is elected or selected for a full time position with the Union or anybody 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.

15:05 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 at the regular hourly rate up to a maximum of four (4) days for any days which are normally

straight time working days and fall within the period from the day of death up to and including the day of the funeral. If the funeral or celebration of life is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) 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.

Members of the immediate family means the employee's: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, grandparents-in-law, mother-in-law, and father-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 of the employee's brother-in-law, sister-in-law, Aunt or 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 (2) persons,
 - (i) have cohabited for at least one (1) 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*; (“conjoints”).

15:06 Jury Duty: The City shall pay an employee who is required to serve as a juror or court witness, the difference between normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received.

15:07 Personal Leave Days

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from the 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.

16:00 HOURS OF WORK

- 16:01 (a) Normal hours of work shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off.
- (b) The normal workday shall be 8:00 A.M. to 4:30 P.M., unless otherwise required by management with a minimum of twelve (12) hours notice where 7:00 A.M. till 3:30 P.M. will be permitted. Monday to Friday. (40 hours per week)
- (c) Shift workers - five (5) eight (8) hour shifts per week with two (2) consecutive days off.
- (d) The City shall designate, prior to the commencement of the shift, either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the normal hours of work or shift workers.

17:00 COMMUNITY CENTRES DIVISION

17:01 It is agreed that prior to changing any work scheduling in the Community Centres Division the City will discuss such changes with the employees one week prior to making such changes.

- 17:02 (a) Notwithstanding the provisions of Article 17 the parties agree that in the Community Centres Division on a trial basis, employees may be scheduled to work eight (8), ten (10), or twelve (12) hour shifts. Scheduling will not include split shifts. The Employer will advise the Union prior to implementation.

The hours of work shall be:

8 hour shifts (40 hours per week) – 10 shifts = 80 hours pay biweekly

10 hour shifts (40 hours per week) – 8 shifts = 80 hours pay biweekly

12 hours shifts 80 hours pay biweekly and adjusted on a 160 hours cycle

Where possible, the Employer will provide a schedule with two (2) consecutive days off and comply with Article 17:02 when changing schedules.

Should the Employer find it necessary to propose alternate shift arrangements in the Parks or Cemetery Divisions during the term of the agreement, the Employer will meet with the Union to discuss and agree upon such arrangements.

(b) PART – TIME FACILITY OPERATORS

Employees hired to be a part-time facility operator shall be subject to the following conditions:

- Shall be eligible for overtime pay after eight (8) hours work in a day or forty (40) hours in a week.
- Seniority shall be recorded separately by hours worked. Also, it is understood that two thousand, eighty (2,080) hours worked is equivalent to one (1) year of employment.
- Vacation pay will be paid with each bi-weekly pay at 4% and increasing to 6% upon the hourly equivalent of five (5) years' service, 8% upon the hourly equivalent of ten (10) years' service, 10% at the hourly equivalent of fifteen (15) years' service, 12% at the hourly equivalent of twenty (20) years' service and 14% at the hourly equivalent of thirty (30) years' service.
- Part-Time Facility Operators are members of the bargaining unit and have the right to apply to Job Postings. Posting rights are limited to positions within Community Centre Division, GFL Centre Division & Lock.
- Part-Time Facility Operators will be entitled to 50% of the full time safety footwear allowance.
- This is to confirm that the City's Financial Assistance policy for training and education courses is applicable to Part-Time Facility Operators.

18:00 OVERTIME

18:01 Overtime at the rate of time and one half the regular pay shall be paid for all work performed in excess of the regular hours.

18:02 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.

18:03 Overtime work shall, as far as possible, be equitably distributed among the employees who normally perform such work, in that specific group area, first.

18:04 The work week shall be a period of seven (7) work days beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.

18:05 There shall be no doubling up or pyramiding of overtime rates or shift premiums. Any hour or hours of work paid at overtime rates shall not be counted as hours worked for the calculation of overtime pay.

18:06 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu at any given time – forty (40) hours (i.e. 5 work days) (Lieu time cannot be taken from May 1st to September 30th)
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from May 1st to September 30th in any given calendar year.

18:07 The City shall pay a meal allowance of \$13.50 (effective February 1, 2018) to an employee required to work more than ten (10) hours and an additional meal allowance for every five (5) hours he is required to work thereafter. Further for an employee required to work five (5) consecutive hours on a callout.

19:00 PREMIUMS

19:01 The City shall pay all seasonal and permanent employees required to work shift work a shift premium on the following basis:

- (1) Where 50% or more of the scheduled hours of work fall after 4:00 P.M. but prior to 12:00 midnight, a shift premium of one dollar (\$1.00) per hour for the full shift.
- (2) Where 50% or more of the scheduled hours of work fall after 12:00 midnight but prior to 8:00 A.M., a shift premium of one dollar (\$1.00) per hour for the full shift.

19:02 The City shall pay employees a Sunday premium of one (1) dollar per hour for all hours worked during the twenty-four hour period beginning 12:01 A.M. Sunday or the shift starting time closest thereto.

19:03 Employees directly assigned to perform a disinternment shall each receive an additional sixty-five dollars (\$65), effective February 1, 2014. It is understood that such payment shall be applicable only to disinternments that are greater than sixty (60) days from the internment.

20:00 VACATIONS

20:01 Employees with less than twelve (12) months service at December 31st, shall receive one day of vacation for each completed month worked to a maximum of ten (10) days. Such vacation shall be taken in the following year with pay at 4% of the previous year's earnings.

All newly hired permanent employees will accumulate vacation entitlement from their hire date. Their vacation pay for the following year would be based on 4% of wages earned in the previous year.

20:02 Employees who have completed one (1) but less than five (5) years of accumulated service shall receive two (2) weeks vacation at their regular rate of pay.

20:03 Employees who have completed five (5) years but less than ten (10) years of accumulated service shall receive three (3) weeks vacation at their regular rate of pay.

- 20:04 Employees who have completed ten (10) years but less than fifteen (15) years of accumulated service shall receive four (4) weeks vacation at their regular rate of pay.
- 20:05 Employees who have completed (15) years but less than twenty (20) years shall be allowed five (5) weeks annual vacation at their regular rate of pay.
- 20:06 Employees who have completed twenty years (20) of service and but less than twenty five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

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

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

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

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

- 20:07 Employees who have completed thirty (30) years or more of accumulated service shall receive seven (7) weeks vacation with pay at their regular rate of pay.
- 20:08 Employees who are absent from work without pay for thirty (30) calendar days or more shall have their vacation entitlement reduced in proportion to such time absent from work.
- 20:09 The vacation schedule shall be posted by March 1st each year. Employees must make their choice known to the Division Head by January 31st each year. All employees who have failed to file their request by January 31st will lose their seniority preference for vacation. Vacation requests for the period January 1st through January 31st shall be considered in the order received and without seniority preference.

Vacation selection commencing in the year 2006 to operate as follows:

- First Pick - 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Second Pick – 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Third Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department Head.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be completed by February 1st of the immediately preceding year of vacation selection. The Department will confirm vacation selections by March 1st.

20:10 The vacation year shall be from January 1st to December 31st.

20:11 The City agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation between May 1st and October 1st and if work load permits to make provision for those having more than two weeks vacation to take the complete vacation at one time except during the period May 1st to October 1st.

20:12 The vacation year shall be from January 1st to December 31st. Vacation requests to carry over vacation from one vacation year to the next, must be approved in advance by special written permission from the appropriate Director.

An employee may carry over up to two weeks of vacation from one year to the next provided such request is made in writing prior to February 1st of the current year to the respective Director for approval. Such vacation must be taken in the subsequent year and it is understood and agreed that the pay shall be at the rate that would have been paid in the year the vacation entitlement originally occurred.

21:00 PAID HOLIDAYS

21:01 All employees shall be paid for the following holidays at the regular rate of pay:

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

Any employee who is required to work on a paid holiday, shall be paid at time and a half their standard rate of pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holiday will be at the discretion of the respective Director.

** Community Centres Division

Easter Sunday substituted for Easter Monday

21:02 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 Statutory Holiday for the purpose 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 statutory holiday unless:

- (1) The employee is required to work on a statutory holiday and does not work or leaves before the end of their shift without permission from their supervisor or;
- (2) The employee does not work their last scheduled shift prior to or their first scheduled shift after the statutory 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 statutory holiday or;
- (4) Subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a statutory holiday.

22:00 GROUP WELFARE PLAN

22:01 Employees shall be provided with the following health and insurance benefits. The City shall pay 100% of the premiums for employees participating in these plans.

- Ontario Hospital Insurance Plan (O.H.I.P.)
- Extended Health Care
 - Vision Care - \$425.00/ 24 month (effective Jan. 1, 2020) and \$450.00/ 24 month effective Jan. 1, 2022. 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.
Hearing Aides up to a maximum of \$400.00
 - Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 effective February 1, 2011 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".
 - Ward Hospital Coverage

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 \$1,000 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist)

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, effective 1st of the month following ratification of the Memorandum of Settlement by the parties increase to 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.

- Group Life Insurance Plan
 - Life Insurance - One and one-half times (1-1/2 times) basic annual salary. 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.
 - Double Indemnity for Accidental Death and Dismemberment; Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.

- Long Term Disability Insurance Plan

The parties agree that eligibility for L.T.D. benefits set out in this article will cease when:

- (a) An active employee becomes eligible for an OMERS unreduced early retirement pension; or

- (b) The gross monthly income payable to the employee from OMERS, 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.

22:02 Coverages for new employees will be effective as follows:

- (a) Extended Health Care – 1st of the month following completion of three (3) months service.
- (b) Group Life Insurance - the day following completion of three (3) months employment.
- (c) Dental Plan – 1st day of the month following completion of three (3) months service.

22:03 Coverages for Group Life Insurance and Long Term Disability Insurance 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. Coverages under such plans

shall be in accordance with the terms and conditions of Great West Life Policy 320925 Division 005 (Group Life Insurance) and Great West Life Policy 320925 Division 015 (Long Term Disability Insurance).

- 22:04 An employee who is absent from work without pay for thirty (30) days or more shall be responsible for the payment of the total cost of the premiums for the benefits set out in Articles 22:01, 22:02 and 22:03.
- 22:05 Every employee shall be fully responsible for keeping the City informed of changes in his marital status or number of dependents. The City shall have the right to recover by payroll deduction any amounts of premium paid in excess of such premiums as a result of not being properly informed by any employee of their status for the purpose of insurance and medical coverage.
- 22:06 The City shall have the right to determine the carrier of all such benefits. All refunds, reduction of 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.
- 22:07 It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.
- 22:08 The City agrees to cover the payment of premiums for O.H.I.P. and 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. It shall also exclude payment to any retired employee engaged in full time employment.

All employees upon retirement may revert to \$10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

23:00 SICK LEAVE PROVISIONS

- 23:01 Sick Leave Defined: Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under the Workers' Compensation Act.
- 23:02 Upon completion of six months service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month, retroactive to

the date of commencement, up to a maximum of two hundred and fifty-five (255) working days.

23:03 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 his current balance.

23:04 Recognized days off shall not be deducted from the accumulated sick leave.

23:05 No employee shall draw during their active service with the City accumulated sick leave benefits if their absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the respective Director.

The City shall pay up to forty dollars (\$40) and effective February 1, 2014 increase to forty-five dollars (\$45) for the completion of the City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

23:06 An employee in receipt of WSIB 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 WSIB shall be deposited with the Employer.

An employee absent on Workers' Compensation 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 and in the event both Parties agree to such calculation, the matter will be finalized by a letter of agreement.

23:07 Sick Leave without Pay: Sick leave without pay may be granted at the sole discretion of the City to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

23:08 Sick leave shall not accumulate during any period of absence from work without pay of thirty (30) days or more, nor during any period for which sick leave is paid.

24:00 PENSIONS

24:01 The Council of the City of Sault Ste. Marie has set up a pension plan under the Ontario Municipal Employees Retirement System, which Plan includes employees of the City. The terms of the plan are covered in an agreement between the Council and the O.M.E.R.S., a copy of which will be supplied to each employee contributing to the plan.

24:02 The plan shall be made available to all permanent full time employees of the City and shall become part of this Agreement.

25:00 GENERAL CONDITIONS, PRESENT CONDITIONS AND BENEFITS

25:01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the City shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the City and the Union.

25:02 Proper Accommodation: Proper accommodation shall be provided for all employees of the City to have their meals and keep their clothes.

25:03 Employees who voluntarily perform duties other than their regular type of work are to receive the rate of pay normally paid such part time employees who are not classified within this agreement. This is to apply only when an employee performs such duties over and above his regular hours of employment.

25:04 The Parties hereby agree that there shall be no restriction on contracting out by the Corporation of their work or services of a kind and to a degree now performed by employees represented herein, provided however, that no permanent employee who has completed four years of service will be laid off due to contracting out.

25.05 Employees may request, in advance, the examination of the Human Resources Department File of his/her record. 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.

26:00 TOOLS, EQUIPMENT & CLOTHING

26:01 The City will provide all tools and equipment to carry out the work of the City, including rain coats, pants, rubber boots, and rubberized work gloves, for those engaged in work where such clothing is necessary.

26:02 The City will provide, where necessary, high-visibility, Class 2, Level 2 coveralls for all its employees.

Employees working in the Forestry group, the following will be considered essential for City work only.

- 2 pairs of chainsaw pants per year
- 2 long sleeve shirts per year
- 1 winter parka every 2nd year
- 1 regular utility jacket or sweatshirt in alternate year of parka and every 2nd year

It is further understood and agreed that any damage not work related or that did not happen at work to city-provided PPE shall be replaced or repaired at the employee's expense.

26:03 All permanent and seasonal employees who were such on June 1st each year, will be provided an annual allowance two hundred dollars (\$200.00) for the purchase of one pair of C.S.A. approved safety boots.

26:04 MECHANIC TOOL ALLOWANCE

Effective February 1, 2014 the Tool Allowance of two hundred and twenty-five dollars (\$225) to be paid to employees in the Mechanic Classification.

Tool allowance of two hundred twenty-five dollars (\$225.00) to be paid to repairperson at Cemetery to be paid each year for the life of the agreement.

27:00 INCLEMENT WEATHER

27:01 Inside work will be provided for all permanent and seasonal employees if it is not reasonable to work outside during wet, stormy, or extremely cold weather.

27:02 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, pants, boots and hats. The City will also equip the trucks with suitable covering to protect the workers riding to and from work.

27:03 The City shall provide adequate sanitary facilities where possible, and provide means whereby the workers can change and dry their wet clothing.

28:00 WAGES

28:01 Each employee's job shall be described and classified, and a rate of pay applied to each employee.

28:02 Standard Hourly Wage Scale

For the term of this collective agreement the following standard hourly wage scale will be in effect for all jobs classified under Appendix "A" of this Agreement.

Job Class	Feb. 1, 2018	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
1	\$23.60	\$24.07	\$24.53	\$24.95	\$25.37
2	\$24.00	\$24.48	\$24.95	\$25.37	\$25.80
3	\$24.40	\$24.89	\$25.36	\$25.79	\$26.23
4	\$24.81	\$25.31	\$25.79	\$26.23	\$26.68
5	\$25.13	\$25.63	\$26.12	\$26.56	\$27.01
6	\$25.56	\$26.07	\$26.57	\$27.02	\$27.48
7	\$25.99	\$26.51	\$27.01	\$27.47	\$27.94
8	\$26.37	\$26.90	\$27.41	\$27.88	\$28.35
9	\$26.78	\$27.32	\$27.84	\$28.31	\$28.79
10	\$27.18	\$27.72	\$28.25	\$28.73	\$29.22
11	\$27.51	\$28.06	\$28.59	\$29.08	\$29.57
12	\$27.91	\$28.47	\$29.01	\$29.50	\$30.00
13	\$28.34	\$28.91	\$29.46	\$29.96	\$30.47
14	\$29.23	\$29.81	\$30.38	\$30.90	\$31.43
15	\$29.99	\$30.59	\$31.17	\$31.70	\$32.24

Facility Operator	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
	\$30.26	\$30.83	\$31.35	\$31.88

Carpenter & Mechanic	May 15, 2020	Feb. 1, 2021	Feb. 1, 2022
	\$32.58	\$33.13	\$33.69

28:03 STUDENTS

28:03(a) Notwithstanding the provisions of Article 28:02 the following additional hourly wage rates shall be in effect.

Job Class	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 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.

28:03(b) The Union will be notified of students hired to perform work under the Labourer classification identified in Appendix A.

Students shall be covered under the collective agreement solely for the purpose of collecting union dues.

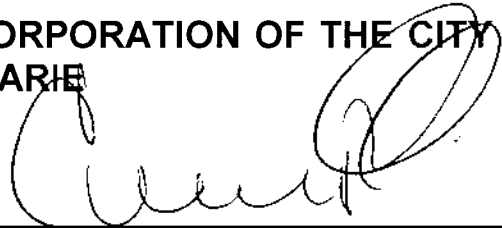
29:00 TERM OF AGREEMENT

- 29:01 This Agreement shall continue in force and effect from February 1st, 2019 until 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.
- 29:02 Unless either party gives to the other party a written notice of termination or 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF SAULT
STE. MARIE



MAYOR

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 2020-186

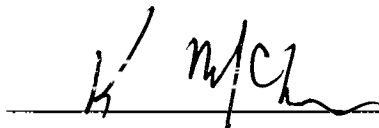


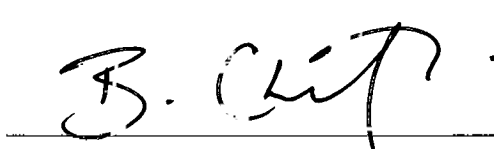
CITY CLERK

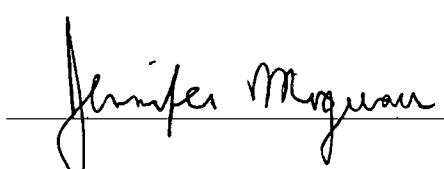
LOCAL NO. 3, CANADIAN UNION OF PUBLIC
EMPLOYEES



PRESIDENT







APPENDIX "A"

LIST OF THE JOBS COVERED BY THIS AGREEMENT:

<u>DIVISION AND JOB TITLE</u>	<u>JOB CLASS</u>
<u>Parks Division</u>	
Labourer	1
Riding Mower Operator	1
Gardener Trainee (6 months)	6
Utility Arborist Trainee	8
Operator	8
Maintenance Person	8
Gardener	9
Utility Arborist	12
Backhoe Operator	12
Carpenter ¹	15
Carpenter/Cabinet Maker ¹	15
Mechanic ¹	15
<u>Group Leader</u>	
- Sportsfield	10
- Operations (Grass)	10
- Maintenance	10
- Repair/Maintenance	10
- Horticulture	11
- Forestry	14
<u>Cemetery Division</u>	
Labourer	1
Operator	8
Lead Hand	10
Backhoe Operator	12
Mechanical Repairperson	12
Mechanic ¹	15
* Group Leader	14

Employee assigned to operate the Cremator will be paid at Job class 8.

Community Centres Division

Janitor	1
Repairperson	9
Facility Operator (No assigned JC; see separate wage schedule)	
Facility Operator I Trainee Rate	8
Facility Operator II Trainee Rate	9

Please note: Asterisk denotes Group Leader positions, assigned additional supervisory responsibilities.

¹ Effective May 15, 2020 see separate wage schedule for Carpenters and Mechanics

LETTER #1

CLARIFICATION NOTES

RE: FACILITY OPERATOR RATES

Clarification Notes Regarding the Implementation of Facility Operator Trainee Rates.

- Facility Operator Trainee I – JC8

Will be required to successfully complete within twelve (12) months of hiring (1) Certified Pool Operator (CPO) Certificate and (2) Written Examinations of the Technical Safety & Standards Association (TSSA) for the Refrigerator Operator Class “B” Certificate.

Failure to obtain the above noted qualifications within twelve (12) months from the date of hire will result in termination of employment. Termination for failure to obtain the necessary qualifications within the twelve (12) month period will not be subject to the grievance procedure.

In the event the employee was unable to complete the above noted qualifications within the twelve (12) months following hiring due to circumstances beyond the employee’s control, the City reserves the right to extend the twelve (12) month limit in order for an employee to successfully acquire the above noted qualifications.

The Employer and the Union agree that if the course isn’t offered in twelve (12) months there will be an extension granted.

- Facility Operator Trainee II – JC9

Employee must possess the CPO and have successfully passed the written examinations for Refrigeration Operator Class B Certificate.

- Facility Operator

Employee possesses and is expected to maintain valid CPO Certificate and Refrigeration Operator Class B Certificate.

Failure to maintain the requisite qualifications shall result in disciplinary action up to and including discharge.

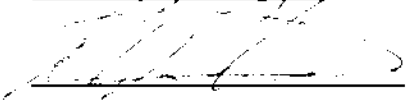
Transferred Parks Employees

In the event Parks personnel are required to be transferred to Facilities, the employees so transferred shall be assessed against the requirements of Facility Operator and will be paid JC 8, 9 or full Facility Operator rate accordingly.

This provision to be null and void should the parties agree to the transfer of Parks to the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

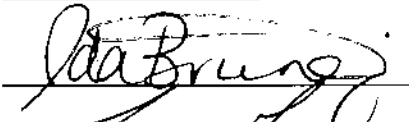


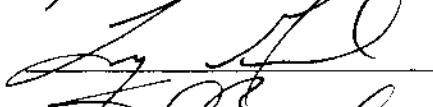
K. M. Ch.


B. Ch.

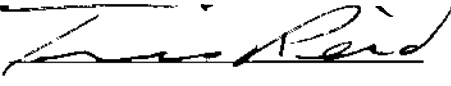
Jennifer Myerson

FOR THE CITY









LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The parties agree to the following with respect to the Lock Operation:

1. It is understood that the Locks Operation shall be considered to be within the Community Centres Division.
2. Seniority shall be exercised only within the Community Centres Division.
3. With the exception as outlined in item #1 above, it is to be understood that the Lockmaster function will be incorporated into the Facility Operator Classification.
4. In view of the odd hours of operation of the Locks, the parties agree for all Facility Operators at the Locks operation:
 - a) Articles 16 (Hours of Work), 18 (Overtime), and 19 (Premiums) of the Collective Agreement are waived except that the Employer will pay the Sunday Premium per article 19:02
 - b) The parties agree that the hours of operation and therefore the worker's hours of work will be discussed with the employee one week prior to making changes to the schedule. The parties recognize that the normal work day would be a maximum of twelve (12) hours in a given day at regular hourly rate.

Coffee and lunch breaks will be paid and are to be taken on the job.
 - c) The normal work-week shall be Sunday to Saturday.

- d) Hours of work will be an average of forty (40) hours per week over a one hundred and sixty (160) hour cycle.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

~~_____~~

R. M. Ch...

J. C. L...

James Miquel...

FOR THE CITY

LETTER #3

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The following is an agreement by the parties with respect to Mechanics within CUPE Local 3 C.S.D. and is subject to ratification by the Union and the City. The parties agree to unanimously recommend acceptance to their principals. The provisions of the collective agreement apply except as set out below:

1. Duties Parks and Cemetery Mechanics will work on all City equipment as assigned.
2. Hours of Work The Parks Mechanics will be incorporated into the Public Works and Transportation schedule, including shiftwork and standby.
3. Rate of Pay Parks and Cemetery Mechanics will be placed in the new Job Class 15 and will be paid at that rate.


Shift premiums shall be as per the C.S.D. Collective Agreement. (Article 19:01 and 19:02)
4. Call Out The provisions of article 18:02 do not apply. When employees are called from home, they shall receive a minimum of three (3) hours pay at the overtime rate.
5. Stand-By Employees who are on standby shall be paid one (1) hour's pay at their regular rate for each eight (8) hours required to be on standby in addition to the call-out provisions outlined in Item No. 4 above.

This Memorandum of Agreement is exclusive to the Mechanics and is not be construed as precedent setting for other part of the operations.

This memorandum of Agreement shall be in effect until January 31, 2015 and will be subject to the provisions of Article 29:01 for renewal.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION




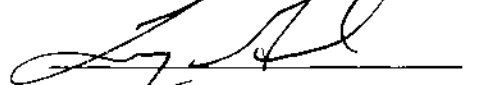
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B. C. L.

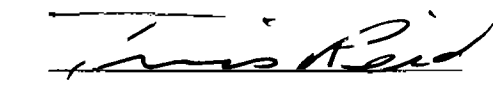
Jennifer Miguera

FOR THE CITY









LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

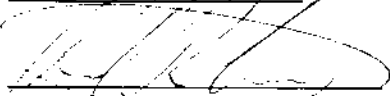
LOCAL 3, C.U.P.E. – C.S.D.

ARENAS AND POOLS

The City has the right to open and manage its facilities and determine staffing as may be required to meet operational demands. It is understood an Operator will be on duty at a scheduled program or event in the facility.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION




K. M. C. L.

B. Chet.

Jennifer Miquon

FOR THE CITY



Paul Bank

Chris Reid

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

DUTY TO ACCOMMODATE

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 endeavour to schedule meetings to deal with such matters as promptly as possible.

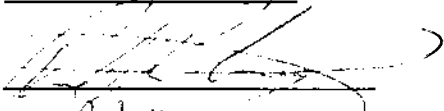
The Union can propose alternative accommodations including entry level positions.

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.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

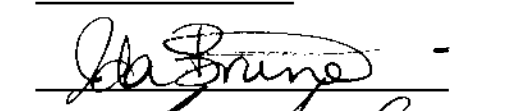


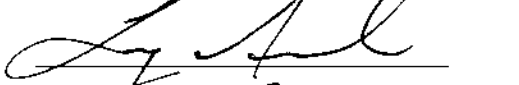
R. McIn


B. Ch...

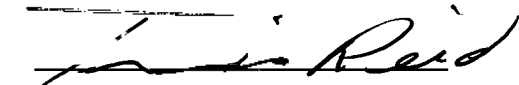
Jennifer Miquan

FOR THE CITY









LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.


CONSOLIDATION OF THE LOCAL 3 CSD COLLECTIVE AGREEMENT

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet to discuss the possibility of the movement of the Facilities, Parks and Cemeteries Divisions from the CSD agreement into the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

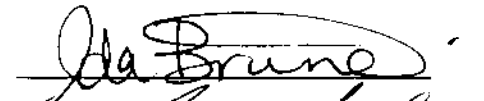



K. McE

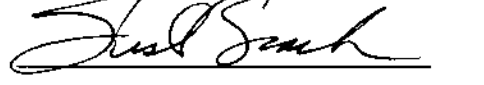
B. Chet

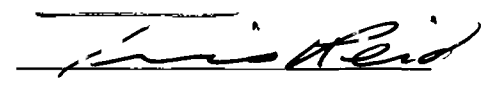
Jennifer Myerson

FOR THE CITY









LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.PE. – C.S.D.

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 agreement shall state that 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 and one-half (1-1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

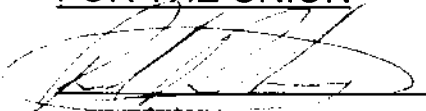
The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

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 Director and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

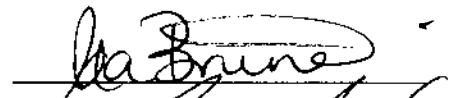


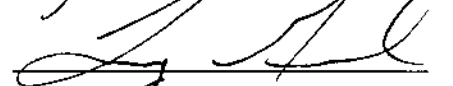
K. Mch

B. Clark

Jennifer Myriano

FOR THE CITY





Paul Smith

Miss Reid

LETTER OF UNDERSTANDING #8

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

RE: FACILITY OPERATOR SCHEDULE

Whereas the parties agree that, this LOU will serve as an addendum to Article 16:01;

And Whereas the Union and the City attempt to make the operation more efficient, and provide a better shift schedule for the employees:

And Whereas 16:01 will be altered in the following way:

1. the Facility Operators at the GFL Memorial Gardens will work twelve (12) hour normal scheduled shifts, one (1) week in a pay period will work forty-four (44) hours and the other week in the pay period will be thirty-six (36) hours totaling eighty (80) hours in a pay period;
2. the Facility Operators at the John Rhodes Community Centre will work ten (10) hour normal scheduled shifts, forty (40) hours per week, totaling eighty (80) hours in a pay period
3. the Facility Operators at the Northern Community Centre will remain on the same shift schedule at eight (8) hour regularly scheduled shifts. Forty (40) hours per week, totaling eighty (80) hours in a pay period
4. stats will be paid at whatever rate your normal shift schedule is the shift before and shift after.

And Whereas 18:07 will be altered in the following way:

1. Meal allowance will be granted upon the employee working two (2) hours beyond their normal scheduled shift.

And Whereas 20:00 Vacation

1. Vacation weeks will be taken in allotments of forty (40) hours per week. Eighty (80) hours per pay period. In weeks where you take vacation

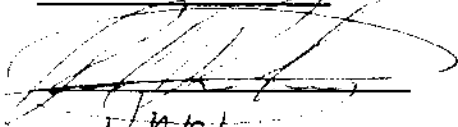
during a scheduled thirty-six (36) hour work week – the employee must work a four (4) hour shift in the next pay period and not be compensated for it as they have been already compensated for it. Failure to do so will result in four (4) hours unpaid on their next pay. Where employees are scheduled for forty-four (44) hours, forty (40) will come out of the vacation bank and an additional four (4) hours will be offered to the employee to make up the shortfall.

Whereas, The City retains the right of managing and determining the number of staff required per level.

And Whereas, This agreement will be implemented on Sunday December 2, 2018. There will be no retro-activity.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

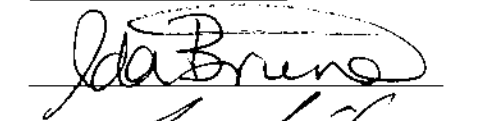


K. M. C.

B. C. L.

Jennifer Miguera

FOR THE CITY



Ida Bruno

[Signature]

Paul Bunch

[Signature]
