

COLLECTIVE AGREEMENT

between



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

-and-

LOCAL NO. 3
CANADIAN UNION OF PUBLIC EMPLOYEES – PUBLIC WORKS

CUPE *Canadian Union
of Public Employees*

February 1, 2023 to January 31, 2028

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THIS AGREEMENT MADE AND ENTERED INTO

THIS 1st DAY OF FEBRUARY, 2023

BETWEEN

THE CITY OF THE CITY OF SAULT STE. MARIE

(Hereinafter referred to as the "City")

of the first part,

-and-

LOCAL 3, CANADIAN UNION OF PUBLIC EMPLOYEES – PUBLIC WORKS

(Hereinafter called "The Union")

of the second part

1:00 PURPOSE OF AGREEMENT

1:00 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 fair 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 twenty four hours a day, seven days a week. Therefore, the employees may be requested at all hours of the day or night to assist in providing the many services.

1:03 Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context of the part or parties hereto so require.

2:00 RECOGNITION

2:01 The City, or any one authorized to act on its behalf approves and recognizes Local #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 on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any difference that may arise between them.

2:02 Both parties mutually agree that this Agreement shall cover and include all those employees to be set forth in the classification and wage schedule embodied in this Agreement in Schedules "A" and "B", attached hereto.

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. This clause does not apply to those people designated as temporary Supervisors.

"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.

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 the Articles dealing with Union Security and Dues Check-Off. A representative of the Union shall be able to meet with new members during work time to introduce themselves and provide the new employee a CUPE Local 3 welcome package.

3:00 UNION SECURITY

3:01 The City shall deduct from the wages of each employee on completion of thirty (30) days' employment the current monthly union dues, as set from time to time, and remit same as set out in Article 3:03.

3:02 All employees of the City as a condition of continuing employment, shall become and remain members of the Union.

3:03 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union no later than the 15th day 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 will be provided.

3:04 The Union will 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 Information for Union

The Employer shall provide the Union monthly, with an electronic contact list in excel of all employees in the bargaining unit. The contact list will include:

- a. home address
- b. home phone number or cell number
- c. work email address and when available a personal email address
- d. employment status: permanent, temporary, casual

4:00 NEGOTIATING & GRIEVANCE COMMITTEES

4:01 A Negotiating Committee shall be appointed and shall consist of not more than five members who are employees of the City which may include the President of the local. The Union will keep the City advised of the names of the members of such committee.

4:02 Stewards: The City acknowledges the right of the Union to appoint or otherwise select eight (8) Stewards. The Union shall notify the Corporation of the names of the Stewards within thirty (30) calendar days of their appointment.

- 4:03 No time shall be lost by Stewards or members of the Negotiating Committee for attendance at mutually arranged meetings with the City officials during working hours, provided such members receive prior approval from the Director of Public Works. 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.
- 4:04 The Union shall have the right at any time to have assistance of Union Officers or Representatives of the Canadian Union of Public Employees when dealing or negotiating with the City.
- 4:05 The Union's Grievance Committee shall consist of three (3) members who are employees of the City. This Committee may discuss matters pertaining to the Agreement with the Officials of the City.
- 4:06 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 terms and conditions of the Committee are outlined in the letter appended to this collective agreement entitled Joint Consultation Committee - Terms and Conditions.

5:00 BULLETIN BOARDS

- 5:01 Bulletin Boards: The City shall provide Bulletin Boards in each place where employees commence work upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

6:00 MANAGEMENT

- 6:01 The management of the Department of Public Works and Engineering Services and the direction of the working forces, including the right to schedule, hire, suspend, discipline, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for any other legitimate reasons, is vested with the City, subject to all other provisions of this Agreement.

6:02 The City shall exercise its right to assign job duties and to direct the working forces in a fair and reasonable manner, and shall determine crew size, equipment and responsibilities.

6:03 Labour Management Committee Terms and Conditions

The City of Sault Ste. Marie and Local 3 C.U.P.E. – P.W.T., agree to the following terms related to the provision of Article 4:06 of the collective agreement:

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 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 one week 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.
8. It is to be understood that in the event that either party requires the assistance of their respective representative (i.e., CUPE National Representative; Director of Human Resources) the Labour Management meeting will be arranged by the representatives.

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 or for any reason as set out in the Ontario Human Rights Code.

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. Upon submission of the concern, the Employer shall conduct an internal investigation. Where a conflict of interest has been identified, the Employer will provide for a third party to investigate the complaint. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Director of Public Works.

If the employee is not satisfied with the Director's response, the employee may submit the concern to the Deputy Chief Administrative Officer with a copy to the Director and Union. Upon conclusion of an investigation, the Deputy Chief Administrative Officer will provide a written response to the employee with a copy to the Director 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 above grievance will be submitted at each step of the grievance procedure. Responses to all steps of the grievance procedure will be copied to the Group Vice-President.

8:02 Complaint

Grievances shall first be dealt with as a complaint.

The employee, who may be accompanied by a Union Steward, shall bring the complaint forward to their respective Division Head or the designate.

Subject to the exceptions under 8:04 and 8:05, it is understood that there is no grievance until the respective Division Head or designate has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

If the Union and the employee are not satisfied with the resolution at the Complaint step, the employee shall submit the grievance in writing to the Chairperson of the Union Grievance Committee. If the Union Grievance Committee considers the grievance to be justified then the Union may proceed to Step 1 of the grievance procedure.

STEP I The Employee assisted by a Steward or an officer of the Union shall first take the matter up with the Director of Public Works. The Director of Public Works 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 the receipt of the Step I reply request a hearing by the Director of Human Resources or their representative. The City will arrange a hearing at Step II within ten (10) days of the receipt of the grievance. The Director of Human Resources or their 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 the receipt of the Step II reply request a hearing by the Deputy Chief Administrative Officer or their representative. The Deputy Chief Administrative Officer or representative shall render a decision within five (5) working days of the hearing.

8:03 The time limits fixed in the Grievance procedure must be observed unless they are extended by mutual agreement between the parties to this agreement.

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

8:04 In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step III of the grievance procedure provided such grievance is filed within fifteen (15) working days from the date of discharge.

8:05 **POLICY GRIEVANCE**

If the dispute involves a question of a 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.

8:06 **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**

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III of the grievance procedure, 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 thirty (30) 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 the 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 STRIKES AND LOCKOUTS

In view of the orderly procedure established herein for 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 parties recognize that promotional opportunities and job seniority in the event of promotions, decrease in forces and recalls after layoffs should increase in proportion to length of continuous service and that in the administration of this section the intent will be that full consideration shall be given to continuous service in such cases. The parties also recognize that, because of the many different tasks, which the Department of Public Works and Engineering Services must carry out, its forces must be completely flexible and when considering the method of temporary transfer, flexibility and efficiency must be given full consideration.

11:02 Seniority shall be established on the basis of an employee's length of service with the City, calculated from the date upon which the employee last commenced employment with the City.

11:03 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 and not reinstated to their position through the grievance and arbitration process.
- (3) The employee fails to report for work within five (5) days after being notified by registered mail to return to work following a layoff.

The City will consider sickness as an extenuating circumstance. Other extenuating circumstances will be considered on a case by case basis.

- (4) The employee is absent from work for two (2) consecutive working days without reasonable excuse.
- (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 17:00.
 - (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 17:00.
 - (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) An employee who is absent from work due to an occupational illness or accident for which WSIB 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 17:00.
 - (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 17:00.
 - (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) The employee is absent from work for a period in excess of twenty four (24) calendar months due to layoff.

The parties recognize and agree that the provisions of articles 11:03 (5) (a) (iii) and 11:03 (5) (b) (iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

11:04 (a) An employee shall be on probation until they have worked a cumulative one thousand and forty (1040) hours and during such period the employee shall not be subject to rights under the grievance procedure. Employees who have completed the probationary period are deemed to be seasonal employees and will be placed on the seniority list and credited with seniority from the day they commenced work. Overtime hours shall not be counted as part of the one thousand and forty (1040) hours for the purpose of establishment on a job in a line of sequence. Probationary employees cannot apply out of the position they were hired into until probation is completed successfully.

(b) Should a new employee (Labour/Operator) be hired without a full DZ license, the probationary employee will be given a defined time frame to achieve such license. If they cannot achieve that license within that time frame, they must be terminated.

11:05 In this Agreement:

Definitions:

- (a) Permanent Posted Position shall mean any position which requires application to the vacancy and no sign off is permitted.
- (b) Operations Posted Positions shall mean a position that allows a return to the line of sequence by seniority upon completion of the work assignment. These positions are posted for the compiling of a spare list of employees in seniority order.
- (c) Line of Sequence Positions are those positions listed where at any given time an employee could be working in positions with different rates of pay (JC 6 to JC 7) in a work day.
- (d) "Probationary Employee" means an employee who has not completed the probationary period.

- (e) "Seasonal Employee" means an employee who has completed the probationary period but who has not been employed for twelve (12) consecutive months.
- (f) "Established Employee" means an employee who has completed one thousand and forty (1040) cumulative hours.
- (g) "Permanent Employee" means an employee who is hired into a permanent posted position (full time or part time).
- (h) "Student" means an employee who is in full time attendance of a recognized post-secondary educational institution and has completed their first year of post-secondary education and is returning on a full-time basis for the following school term. Proof of attendance and/or proof of returning shall be provided to the City upon request. Students are employed only: for the typical summer vacation period (ending the Friday following Labour Day).
- (i) "Part-time Employees" who are employed for less than an average twenty-four (24) hours per week in any four (4) week period.

11:06 The City agrees to provide the Union Secretary and to post on the bulletin boards during the months of February and August an up-to-date seniority list. Any employee who believes s/he is not listed in the proper position may take the matter up in accordance with the provisions of 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.

11:07 In filling permanent vacancies, temporary, seasonal, spare or new positions, appointments shall be made on the following basis:

- (a) In the case of automatic progression as provided in Article 12:12 or
- (b) In the case of posted openings consideration will be given first to qualifications as outlined in the job posting. If qualifications are determined to be equal, overall seniority shall be considered the determining factor in the event a spare job seniority list does not apply.

The promoted employee will be placed on a trial period in accordance with 12:05, conditional upon satisfactory performance. Such promotions shall become permanent after the completion of such period. In the event the promoted employee proves unsatisfactory in the position or requests to revert to his/her former position during the trial period, s/he shall be returned to his/her former position without loss of seniority and any employee promoted or transferred because of re-arrangement of positions shall also be returned to their former position without loss of seniority.

Employees who wish to have their name removed as a successful candidate to other than a permanent posted position must do so on a form provided by the Division. The employee shall sign such form and provide it to the respective Division Head for approval. Upon approval, the employee's name shall be removed from the seniority list for such position and it is understood that the employee cannot re-apply to return to such position until such time as the position is posted by the Division at a future date.

For clarity, an employee cannot sign off a permanent posted position. Such sign off will be deemed a resignation of employment.

11:08 Except as provided in Article 12:12 the City agrees to post all vacancies or job openings which occur within the bargaining unit for a period of seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement. Appointments made as a result of applications received will be posted as soon as final selection is made and a copy shall be given to the Union Secretary. Such job openings shall be posted 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 the wage rate or wage range and a copy will be forwarded to the Union.

11:09 Where new positions are created or current positions reclassified by the City, the Union shall have an opportunity to negotiate the new wage with the City. However, where the parties cannot agree, the Employer reserves the right to implement such a rate and position pending the outcome of a grievance or defer such issue to the next round of bargaining.

When a position not covered in Schedule A and/or Schedule B is established during the term of the Agreement, such dispute shall be submitted to grievance at Step 2 and arbitration.

- 11:10 The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by the Agreement, but if an 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 eight (8) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted eight (8) month active working period, all bargaining unit seniority shall be forfeited and their name shall be removed from the Union Seniority List.
- 11:11 “Approved Accommodations”: Any employee covered by this agreement who, temporarily are unable to perform their regular duties, may be assigned any light or modified work available at the wages payable at the time for the position. It is understood that proper medical documentation acceptable to the City must be provided.
- 11:12 Promotions Requiring Higher Certification: In case 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.
- 11:13 The City agrees that in the event of a 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, provided however, that the employees in both cases, are capable of performing the required duties. During any such period of layoff such employee shall not be entitled to any benefit except the right of recall to work.
- 11:14 Termination of Employment: Notice of layoff will be given in accordance with the provisions of the Employment Standards Act.

12:00 JOB SENIORITY LISTS

12:01 The parties agree to establish and maintain job seniority lists in conjunction with the existing master seniority lists.

12:02 A line of sequence is a series of jobs in a category by which an employee may advance to the top job or revert from the top job to the bottom job. New lines of sequence or changes to existing lines of sequence shall be established by agreement between the City and the Union. The City may after discussion with the Union temporarily institute a line of sequence where none exists until agreement has been reached.

12:03 An employee's job seniority is their position on a job or jobs in a line of sequence relative to other employees on the same job or jobs. For example, an employee will have less job seniority on a job in a line of sequence on which they are established than employees previously established and still established on such job, and more job seniority on that job than employees who later become established on such job.

12:04 Pool jobs are jobs which:

(1) are not in a line of sequence or

(2) are in a line of sequence but are below the line; that is jobs which are comparable, to jobs not in a line of sequence in that they can be done adequately by employees assigned for job opportunity without delay and without interfering with reasonable efficiency in operations.

12:05 Subject to 12:07, an employee shall become established as of the day they begin work on a job in any line of sequence after they have worked on such job at least four hundred and forty (440) hours within any period of four (4) consecutive months in accordance with Article 11:07 of the Collective Agreement between the City and the Union. If an employee moves up temporarily to a higher job in a line of sequence, hours worked on the higher job shall not be counted for establishment.

Overtime hours shall not be counted as part of the four hundred and forty (440) hours for the purpose of establishment on a job in a line of sequence.

- 12:06 If an employee is promoted to a job in a line of sequence other than the job next above the job in which they are established, they shall nevertheless for the purposes of this Article be deemed to have worked on the intervening job or jobs and to become established on such intervening job or jobs on the day they become established on the job to which they are promoted. No employee will be considered to be established on an intervening job in the above manner ahead of senior employees who are unable to accept the promotion in question due to lack of the required qualifications.
- 12:07 An employee shall no longer be established on a job in a line of sequence if they have been demoted, if their service has been broken, or if they have become established on a job in another line of sequence since they were last established on a job in the line of sequence first mentioned.
- 12:08 The purpose of the establishment period is to allow the City to decide whether it wishes to retain an employee in the job concerned.
- 12:09 The City agrees to provide the Union and to post on the bulletin boards during the months of February and August an up-to-date job seniority list.
- 12:10 Errors or omissions in a list posted in accordance with 12:09 shall be corrected in accordance with Article 11:06 of the Collective Agreement between the City and the Union, provided:
- 1) Such error or omission relates to the period subsequent to the date of the previous list, and
 - 2) The error or omission is brought to the attention of the Director of Public Works within fifteen (15) days of the employee's first opportunity to see the list.
- 12:11 Notwithstanding anything contained herein, once a job seniority list has been finalized, the only protests which will be considered against the next posted list shall be protests relative to deletions, by-passes, promotions and additions, occurring since the date of the previous list.
- 12:12 In promoting an employee to fill a vacancy in a job in a line of sequence (except the bottom job) preference shall be given to employees in accordance with the following rules unless the

employees concerned do not have the qualifications and the ability to do the job:

- 1) preference shall be given to employees in accordance with their job seniority in the next lower job or jobs in the line of sequence.
- 2) temporary vacancies of less than three (3) working days will be filled by the Superintendent of Public Works/respective manager, giving preference where possible to the senior qualified employee available.
- 3) Employees in an Operations Posted Positions shall maintain seniority rights with all other jobs in their respective job class.

12:13 An employee who is offered a promotion must on request accept or refuse such promotion and failure to do so may be considered by the City as refusal of the promotion.
It is further agreed that Seasonal Operators shall not have the right to sign off.

12:14 An employee may refuse a promotion, and on doing so shall sign a waiver form, or if they refuse, then a representative of each party shall sign such form on their behalf. Upon completion of the form, the employee refusing promotion shall lose to the employee promoted their promotional preference in respect of the job to which the latter is promoted, and all higher jobs in the same line of sequence.

12:15 An employee, who signs a waiver form in accordance with 12:14, shall relinquish their promotional rights in that line of sequence until such job waiver form is rescinded in writing by the employee, but such job waiver form rescinding shall not be allowed for a minimum period of twelve (12) months of sign off.

12:16 An employee, who is established on a job in a line of sequence must, upon request, exercise their rights to that job in accordance with their job seniority or they shall be required to sign a waiver form relinquishing their future promotional rights to such occupation until they indicate to supervision, in writing, that they wish to be considered for promotion.

12:17 Notwithstanding 12:14, no employee may refuse a temporary promotion if such refusal would impair efficiency or disrupt operations.

- 12:18 If as a result of sign-offs, pursuant to 12:14 and 12:15 the efficiency of the operation is impaired, the City may temporarily promote a sufficient number of employees who are blocking the line to create vacancies so other employees may acquire necessary training.
- 12:19 If a vacancy occurs in the bottom job on a line of sequence the City shall post a notice of such vacancy in accordance with Article 11:08 of the Collective Agreement.
- 12:20 Demotion is the means by which an employee reverts to a lower job in a line of sequence or to a job not in a line of sequence because of inability to do their job or at their own request for personal reasons.
- 12:21 An employee being demoted at their own request for personal reasons shall sign a statement requesting demotion and shall not be considered for further promotion until they indicate their desire to be considered for promotion by signing a statement to that effect.
- 12:22 The City shall not unreasonably demote an employee for inability to do the job and the City shall discuss any such case with the Union and shall notify the Union in writing before making the demotion.
- 12:23 Regression is the means by which, because of a reduction in the work available, an employee reverts temporarily to a lower job in a line of sequence or to a job not in a line of sequence.
- 12:24 An employee shall regress from a job in reverse order of their job seniority and shall be assigned from one job to another in accordance with their job seniority, except for jobs not in a line of sequence.
- 12:25 Where work of a temporary nature necessitates the transfer of an employee from one position to another, the transfer shall be authorized by a completed temporary transfer form of which copies shall be sent to the Union.

An employee temporarily transferred to a job in a line of sequence pursuant to 12:26 shall not become established in such job, and their job seniority from which transferred shall not be affected by a temporary transfer.

- 12:26 The temporary transfer within the collective agreement shall be effective for a period of not more than ninety (90) days, and shall not be allowed within the probationary period.
- 12:27 During the period in which an employee is temporarily transferred to a job, they shall be paid for hours worked on such job at the rate for the job or at the rate for the job to which they would have been assigned had they not been transferred, whichever is greater.
- 12:28 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their lines of sequence as a result of a reduction in force.
- 12:29 In a reduction in force, employees shall be displaced from jobs on a line of sequence in reverse order of such employees job seniority; and employees shall be displaced from pool jobs in reverse order of such employee's overall seniority.
- 12:30 There shall be no job preference in assignment of senior employees to job vacancies.
- 12:31 No employee shall be assigned to a job vacancy if it is evident that they cannot fill that job vacancy.
- 12:32 The purpose of the recall procedure is to recall employees to jobs in lines of sequence in order of job seniority, and to recall employees to pool jobs in order of overall seniority.
- 12:33 Employees shall be recalled to jobs during an increase in force in accordance with the following rules:
- 1) When a vacancy occurs in a job in a line of sequence, the employee with the most job seniority among those not working on the job shall be recalled to fill such vacancy.
 - 2) When a vacancy occurs in a pool job, the employee with the most overall seniority who is laid off will be recalled to it, unless it is evident that they cannot fill the job vacancy.
 - 3) When a vacancy occurs in a pool job, the qualified employee with the most overall seniority who is laid off will be recalled to it.

- 12:34 Employees recalled to jobs during an increase in force shall be notified of such recall in accordance with Article 11:03 of the Collective Agreement between the City and the Union.
- 12:35 An apprentice completing their apprenticeship shall be granted one-half the time spent serving their apprenticeship with the City on their occupation for the purpose of establishing their job class seniority in their trade.
- 12:36 Moving forward, an employee who is in a Permanent Posted position may only be used on a spare list for overtime and in extenuating situations only if it is operationally feasible.

13:00 LEAVE OF ABSENCE

- 13:01 General Leave: The City may 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. Except, that the City may consider a longer period of leave of absence for employees who intend to continue their education.
- 13:02 Union Conventions or Schools: Leave of Absence without pay and without loss of seniority may 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.
- 13:03 Leave of Union Officers: Any employee who is elected or selected for a fulltime 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 up to one (1) year. This period may be extended by the City at the end of the year upon request.
- 13:04 Bereavement Leave

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.

Members of the immediate family means the employee's: spouse or common-law spouse, parent, step-parent, sibling, sibling-in-law, child, step-child, grandchildren, grandparents, grandparents-in-law, parent-in-law.

Common-law spouse shall be defined as an individual with whom an employee has been living and in which relationship they have publicly represented themselves as spouses.

When death occurs to an employee's Aunt or Uncle, niece or nephew, the employee will be granted leave of absence on compassionate grounds and they may be absent and shall be paid eight (8) hours straight time at their regular rate for one (1) scheduled working day.

13:05 The City shall pay any employee who is required to serve as a juror or court witness, the difference between their normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received.

13:06 The City agrees to pay the difference between an apprentice's normal rate of pay and any government subsidy provided such agreement does not result in the loss of the government subsidy. Government subsidy as described in this article does not include Unemployment Insurance Commission benefits.

13:07 The City shall provide Pregnancy and Parental Leave in accordance with the Employment Standards Act.

13:08 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.

14:00 HOURS OF WORK AND OVERTIME

14:01 (a) The normal hours of work shall be eight (8) or ten (10) hours per day and forty (40) hours per week.

Ten (10) or Twelve (12) hour shifts can be scheduled during Winter Maintenance Shift Schedule inclusive of “spring clean-up operations” and shall be calculated over a cycle of one hundred and sixty (160) hours.

(b) The City shall designate either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the eight (8), ten (10) or twelve (12) hour shift consistent with the Employment Standards Act.

14:02 Overtime

(a) Time and one half shall be paid for any time worked in excess of the scheduled number of hours per day or for any time worked in excess of the scheduled number of hours per week.

(b) Time and one-half shall be paid for all hours worked on a Statutory Holiday in addition to eight (8) hours pay at the regular rate for a Statutory Holiday.

(c) Overtime work shall, as far as possible, be equitably distributed among the employees concerned.

(d) Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – forty (40) hours lieu time at any given time (i.e. five (5) work days) in a calendar year.
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the Director of Public Works or designate based upon the operational requirements of the Department.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from July 1st to August 31st in any given calendar year with the exception of Mechanics and

Welders where lieu time off shall not be granted during the Winter Control Season.

14:03 Shift Work: Winter Control, Sweeping and Mechanics

Definition: Shift work shall apply to winter control, sweeping, employees working night shift and the mechanic shop only.

- (a) A shift premium of one dollar thirty-five cents (\$1.35) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 3:30 p.m. and 11:30 p.m. Effective February 1st, 2024, the premium will increase to one dollar and forty cents (\$1.40). Effective February 1st, 2025, the premium will increase to one dollar and forty-five cents (\$1.45). Effective February 1st, 2026, the premium will increase to one dollar and fifty cents (\$1.50). Effective February 1st, 2027, the premium will increase to one dollar and fifty-five cents (\$1.55).
- (b) A shift premium of one dollar and thirty-five cents (\$1.35) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 11:30 p.m. and 7:30 a.m. of the following day. Effective February 1st, 2024, the premium will increase to one dollar and forty cents (\$1.40). Effective February 1st, 2025, the premium will increase to one dollar and forty-five cents (\$1.45). Effective February 1st, 2026, the premium will increase to one dollar and fifty cents (\$1.50). Effective February 1st, 2027, the premium will increase to one dollar and fifty-five cents (\$1.55).
- (c) For other than eight (8) hour shifts, shift premiums will be paid according to the most hours worked on the scheduled shift.
- (d) A premium of one dollar and thirty-five cents (\$1.35) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked on a Sunday. Effective February 1st, 2024, the premium will increase to one dollar and forty cents (\$1.40). Effective February 1st, 2025, the premium will increase to one dollar and forty-five cents (\$1.45). Effective February 1st, 2026, the premium will increase to one dollar and fifty cents (\$1.50). Effective

February 1st, 2027, the premium will increase to one dollar and fifty-five cents (\$1.55).

- (e) Where possible, employees will receive two (2) consecutive days off each week.
- (f) In setting up shift schedules, the City will offer to employees by job class seniority, the option to select such schedules. In accepting a shift schedule, the employee agrees to remain on such schedule for the duration of the schedule. If additional employees are required to fill shift schedules, the City will assign junior employees. It is understood that employees must have the ability and qualifications to perform the work when selecting or when assigned to shift schedules. In order to operate a grader for winter operations, you must have previous operating experience on a plow truck (1 season).

14:04 There shall be no doubling up or pyramiding of overtime rates or premiums. Premiums will not apply where overtime rates apply.

14:05 When employees are called from home they shall receive a minimum of three (3) hours pay at the overtime rate.

14:06 Employees who are on standby shall be paid one (1) hours pay at their regular rate for each eight (8) hours required to be on standby in addition to call-out provisions under Article 14:05 in this Agreement.

14:07 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.

14:08 The City shall pay a meal allowance of fifteen dollars (\$15.00) for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of fifteen dollars (\$15.00).

14:09 Employees of the Division of Public Works covered by this agreement are allowed a break of not more than ten (10) minutes each forenoon and afternoon period

14:10 The City to provide twelve (12) hours notice of a change of shift except for Winter Maintenance Operations.

15:00 VACATIONS WITH PAY

15:01 All newly hired employees in a permanent posted position will accrue vacation entitlement from their hire date. Their vacation pay for the following calendar year would be based on 4% of wages earned in the previous year. All newly hired permanent employees will be entitled to 10 days' vacation on January 1st of the following year, paid at 4% of the previous years' earnings.

All newly hired employees will receive 4% vacation pay in lieu on their biweekly pay. Upon recognition as an 'Established' employee (completion of 12 consecutive months of service), 4% in lieu will cease and begin accruing, to be taken in the following calendar year.

15:02 Employees with one (1) but less than five (5) years of continuous service at January 1st, shall receive two (2) weeks' vacation with pay of four (4%) percent of the total wages paid to such employee during the previous year.

15:03 Employees with five (5) years but less than ten (10) years of continuous service at January 1st, shall receive three (3) weeks vacation with pay of six (6%) percent of the total wages paid to such employee during the previous calendar year.

15:04 Employees with ten (10) years but less than fifteen (15) years of continuous service at January 1st, shall receive four (4) weeks vacation with pay of eight (8%) percent of the total wages paid to such employee during the previous calendar year.

15:05 Employees with fifteen (15) years but less than twenty (20) years of continuous service at January 1st, shall receive five (5) weeks vacation with pay of ten (10%) percent of the total wages paid to such employee during the previous calendar year.

15:06 Employees with twenty (20) years but less than twenty five (25) years of continuous service at January 1st, shall receive six (6) weeks

vacation with pay at twelve (12%) percent of the total wages paid to such employee during the previous calendar year.

- (b) Employees with twenty five (25) years but less than thirty (30) years of continuous service at January 1st, shall receive pay at twelve (12%) of the total wages paid to such employee during the previous calendar year.
- (i) All employees who have completed twenty-five (25) years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day.
 - (ii) All employees who have completed twenty-six (26) years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days.
 - (iii) All employees who have completed twenty-seven (27) years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days.
 - (iv) All employees who have completed twenty-eight (28) years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

15:07 Employees with thirty (30) years or more of continuous service at January 1st, shall receive seven (7) weeks vacation with pay of fourteen (14%) percent of the total wages paid to such employee during the previous calendar year.

15:08 Employees must make their choice known to the Superintendent of Public Works on Respective Manager, by February 1st of the current year of vacation selection. The vacation schedule shall be posted by March 1st each year. All employees who have failed to file their request by February 1st will lose their seniority preference for vacation. Refer to Letter of Clarification regarding Employer Policy.

Vacation Scheduling

The Department will amend its vacation selection for the years 2023 - 2028 to operate as follows:

- First Pick to be two (2) weeks which can be two (2) consecutive weeks, or two (2) single weeks; by seniority.
- Second Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected and approved, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be submitted by February 1st of current year of vacation selection. The Department will approve vacation selections by March 1st.

15:09 The vacation year shall be from January 1st to December 31st. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next, except by special written permission from the Deputy CAO of Public Works and Engineering and the Director of Human Resources.

15:10 (a) For Seasonal Employees with twelve (12) months but less than sixty (60) months of active service at January 1st, the employee shall be paid four percent (4%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(b) For Seasonal Employees with sixty (60) months but less than one hundred and twenty (120) months of active service at January 1st, the employee shall be paid six percent (6%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(c) For Seasonal Employees with one hundred and twenty (120) months but less than one hundred and eighty (180) months of active service at January 1st, the employee shall be paid eight percent (8%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(d) For Seasonal Employees with one hundred and eighty (180) months but less than two hundred and forty (240) months of active service at January 1st, the employee shall be paid ten percent (10%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

- (e) For Seasonal Employees with two hundred and forty (240) months but less than three hundred and sixty (360) months of active service at January 1st, the employee shall be paid twelve percent (12%) of total gross earnings as vacation pay with each bi-weekly pay cheque.
- (f) For Seasonal Employees with three hundred and sixty (360) months or more of active service at January 1st, the employee shall be paid fourteen percent (14%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

Note: "Active Service" means time worked as a Seasonal Employee. Periods of layoff and Personal Unpaid Leaves of Absence are not 'active service'. Periods of WSIB Absence and Approved Union Leave are deemed to be 'active service'. To be credited for a full month of 'Active Service' the employee must be employed eighty (80) or more regular hours in the month.

- (g) If a Seasonal Employee is hired as a permanent employee, vacation entitlement shall be calculated as follows:

Months worked as a Seasonal Employee / 12 = Equivalent Years of Continuous Service for Vacation Purposes

Vacation Entitlement in the year an employee becomes classified as a Permanent Employee shall be reduced on a prorated basis for each month of employment in the calendar year as a Seasonal Employee.

15:11 Vacation Scheduling

The Department will amend its vacation selection to operate as follows:

- (a) First pick to be two (2) weeks which can be two (2) consecutive weeks, or two (2) single weeks; by seniority.
- (b) Second pick – Select balance of vacation by seniority (Calendar week blocks).
- (c) Once selected, vacation cannot be changed except by approval of the Department.
- (d) Single day vacation selections permitted only by approval by the Department.

- (e) Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- (f) Selections to be submitted by February 1st of current year of vacation selection. The Department will confirm vacation selections by March 1st.

16:00 PAID HOLIDAYS

16:01 The following holidays shall be recognized as time off with pay for all employees:

- | | |
|---|---------------------------------------|
| New Year's Day | National Truth and Reconciliation Day |
| 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 |
| Civic Holiday | |

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

During winter control and sweeping, should one of these STATs be during a regular work week, the designated day by the Corporation will not be paid at a premium rate.

At landfill, should a STAT fall during their regular work week, if you work the STAT you will be paid at time and one half and get an additional day off in lieu. If the STAT should fall on a day that is not on the schedule, you will get paid eight (8) hours at regular pay.

Effective February 1, 2023, where are STAT falls Monday through Friday, landfill employees will only be entitled to overtime for hours worked on Saturdays in accordance with the strict wording and terms and conditions of Article 14:02(a) and 14:02(b) of the Collective Agreement between the City and the union.

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) they are required to work on a paid holiday and do not work or leaves before the end of their shift without permission from their supervisor or;
- (2) they do 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 Employment Standards Act, they are on lay-off on a paid holiday or;
- (4) subject to the Employment Standards Act, they are on leave of absence without pay on a paid holiday.

16:02 Employees who are required to work on any of the above noted holidays, will be paid for a paid holiday on the actual day of the holiday and not on the City designated day.

17:00 WELFARE PLAN

17:01 Group Welfare Plan for Permanent and Seasonal employees:

Life Insurance – One and one half times (1 ½ x) 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.

- Green Shield Extended Health Care,
 - Vision Care – Four hundred and seventy-five dollars (\$475.00) every twenty-four (24) months (effective February 1st, 2023) and five hundred dollars (\$500.00) (effective February 1st, 2024). Vision Care to include laser eye surgery.

- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
- Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
- Pharmacy dispensing fees capped at \$10.00 (effective February 1, 2013 increase to \$11.00) per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
Hearing Aides \$400.00
Ward Hospital Coverage

Paramedical Benefit:

Maximum of one thousand five hundred (\$1500) (effective February 1st, 2023) per calendar year for any combination of the following services: Physiotherapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of one thousand five hundred (\$1500) per calendar year for Psychological Benefit (MSW, Registered Counsellor, Psychologist or Marriage and Family Therapist).

Out of Province Travel Plan:

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 E.I. rebate on premiums shall be retained by the City.

The City shall pay one hundred (100%) percent of the premiums for the employees participating in the above plans.

17:02 Permanent and Seasonal employees covered by this agreement will be provided with the Green Shield Dental Plan #9 with Rider #3, Orthodontic \$3,000 (effective 1st of the month following ratification of the Memorandum of Settlement by the parties) maximum (50% co-pay), including Overage Dependent Coverage, at current ODA rates minus one year. The City shall pay one hundred (100%) percent of the cost of the premiums.

17:03 It is agreed that permanent employees covered by this agreement will be provided with a Long Term Disability Plan and the City shall pay one hundred (100%) percent of the cost of the premium.

The parties agree that eligibility for L.T.D. benefits set out in Article 17:03 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 WSIB 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.

17:04 (a) An employee who is absent from work without pay for a period of 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits set out in Articles 17:01, 17:02 and 17:03.

- (b) Coverage for new employees shall be effective as follows:
 - (i) Extended Health Care - the first day of the month following completion of three (3) months service.
 - (ii) Group Life - the day of the month following completion of three (3) months service.
 - (iii) Dental - the first day of the month following completion of three (3) months service.
- (c) Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February, 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 shall be in accordance with the terms and conditions of Great West Life Assurance Company Policy 320925 Division 1 (Group Life Insurance) and Great West Life Assurance Company Policy 320925 Division 11 (Long Term Disability Insurance).

17:05 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.

Life Insurance Early Retiree

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

17:06 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.

17:07 Every employee shall be fully responsible for keeping the City informed of changes in their marital status and number of dependents. The City 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 any employee of their status for the purpose of insurance and medical coverage.

17:08 **Medical Examinations**

Costs for medical examinations which are required by the Ministry of Transportation as a condition of maintaining a specialized class license as a requirement of the position, shall be reimbursed at the rate of \$50 one time during the life of the agreement.

18:00 SICK LEAVE

18:01 The provisions of this article shall cover employees absent from work as a result of personal disability caused by accident or sickness excluding pregnancy and accidents or illness covered by the WSIB.

18:02 Sick leave shall not be paid to employees on their probationary period, however, upon successful completion of the probation period such

employee shall be credited with one and one-half days per month from the date of employment.

- 18:03 The above accumulated sick leave shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.
- 18:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 18:05 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.
- 18:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 18:07 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 supported by the approved Certificate of a medical practitioner if required by the Department Head.

The City shall, effective 1st of the month following ratification of the Memorandum of Settlement by the parties pay up to sixty dollars (\$60) 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.

The cost of certificates/notes to substantiate absences when an employee has been referred to the Attendance Management Program will not be reimbursed and are the responsibility of the employee.

- 18:08 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.
- 18:09 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.

18:10 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 their current balance.

19:00 PENSIONS

19:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.

Participation in this plan by all employees hired as permanent employees shall be a condition of employment.

The City agrees that it will not alter or amend the Pension Plan in effect at the signing of this agreement without the consent of the Union.

19:02 The City shall provide all eligible permanent employees with the O.M.E.R.S. Type 1 Supplementary Benefits (past service with the City).

20:00 TOOLS, EQUIPMENT AND WORK CLOTHING

20:01 The City will provide all tools with the exception of "Mechanics" small tools. Mechanics will be provided with an annual tool allowance of three hundred dollars (\$300.00) (effective 1st of month following ratification for the Memorandum of Settlement by the parties). All employees will be provided with an annual safety footwear allowance of two hundred and fifty dollars (\$250.00) (effective 1st of month following ratification for the Memorandum of Settlement by the parties) for the purchase of one (1) pair of C.S.A. approved safety footwear, to be paid the first pay in June.

Electronics – Electrical Repairperson, Boiler Operator - Handyperson, Sign Painter and Serviceperson will have broken tools replaced as necessary. The City will supply rubber coats, pants, boots and rubber gloves for those engaged in work where such clothing is necessary. The City shall provide two (2) changes of coveralls each week to the following employees: mechanics, welders and servicepersons.

All other employees shall be provided by the City annually with a voucher to obtain one (1) pair of coveralls at a supplier designated by the City. Such employees are responsible for having at work and wearing the coveralls where required for the work assigned. Further, such employees are responsible for maintaining the coveralls in a condition suitable to the City.

Household Hazardous Waste (HHW) shall be provided a shop coat once a year.

20:02 All employees who are employed by June 15th each year will be provided with the boot allowance, tool allowance and coveralls or coverall voucher as set out in 20:01 by June 1st of that year.

Employees absent from work and in receipt of W.S.I.B., sick leave or LTD, benefits for six (6) or more months during the twelve (12) months immediately preceding June 15th of any given year shall not be entitled to receive the boot allowance, tool allowance, coveralls or coverall voucher.

No payment, allowance or voucher will be given to employees who are absent from work without pay for six (6) months or more during the twelve (12) months immediately preceding June 15th of any given year.

21:00 CONTRACTING OUT

21:01 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 employee who has completed three (3) years of continuous service will be laid off due to contracting out.

22:00 INCLEMENT WEATHER

22:01 If during inclement weather, outside work is not possible in the opinion of the Superintendent, then they shall suspend operations on those works or the works which in their opinion cannot proceed. The crew or crews involved in the work will be dispatched from the job for remainder of that day and until such time as conditions warrant a renewal of work operations. The workers on such jobs shall receive

pay for the actual number of hours worked during the day of stoppage. If this provision affects the job involved more than two consecutive days, seniority provisions of layoff shall prevail.

22:02 Employees who report for work and who have not been previously notified not to report for work and who are subsequently sent home because of inclement weather, shall receive four (4) hours pay at straight time at their regular rate.

22:03 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, boots and hats.

The City shall provide adequate sanitary facilities and provide means whereby the employees can change and dry their wet clothing.

23:00 WAGE SCHEDULE

23:01 Wage rates and classifications shall be as outlined in Schedules "A" and "B", attached hereto and shall form an integral part of this agreement.

23:02 When an employee relieves in a higher classification they shall receive the rate of pay for the higher classification while so relieving, but shall receive not less than one (1) hours pay at the higher rate.

23:03 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

24:00 TERM OF AGREEMENT

24:01 This agreement shall continue in force and effect from February 1st, 2023 until January 31st, 2028. Either party to this agreement may not more than ninety (90) days and not less than thirty (30) days prior to January 31st, 2028 present to the other party in writing, proposed amendments to this agreement. The parties agree to arrange a meeting during the above mentioned period to exchange proposed contract amendments. Failing agreement by January 31st, 2028 this agreement and all its terms shall continue in force until a new agreement is executed.

24:02 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 duly executed this agreement.

SIGNED, SEALED AND DELIVERED THE CITY OF THE CITY
OF SAULT STE. MARIE

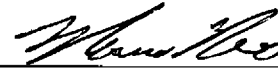


(MAYOR)



(CLERK)

LOCAL #3, CANADIAN UNION
OF PUBLIC EMPLOYEES




(PRESIDENT)



(GROUP VICE-PRESIDENT)



(NEGOTIATING COMMITTEE)



(NEGOTIATING COMMITTEE)

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 24-017

SCHEDULE "A"
WAGE SCHEDULE - PUBLIC WORKS

Job Class	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
	+ \$1.20	3.00%	3.00%	2.75%	3.75%
1	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
2	\$26.88	\$27.69	\$28.52	\$29.30	\$30.40
3	\$27.43	\$28.25	\$29.10	\$29.90	\$31.02
4	\$27.98	\$28.82	\$29.68	\$30.50	\$31.64
5	\$28.38	\$29.23	\$30.11	\$30.94	\$32.10
6	\$29.18	\$30.06	\$30.96	\$31.81	\$33.00
7	\$31.09	\$32.02	\$32.98	\$33.89	\$35.16
8	\$31.69	\$32.64	\$33.62	\$34.54	\$35.84
9	\$32.78	\$33.76	\$34.77	\$35.73	\$37.07
10	\$33.44	\$34.44	\$35.47	\$36.45	\$37.82
11	\$34.08	\$35.10	\$36.15	\$37.14	\$38.53
12	\$34.89	\$35.94	\$37.02	\$38.04	\$39.47
13	\$36.54	\$37.64	\$38.77	\$39.84	\$41.33
14	\$38.28	\$39.43	\$40.61	\$41.73	\$43.29
15	\$40.44	\$41.65	\$42.90	\$44.08	\$45.73

- (1) Probation Labour Rate shall be at the wage rate paid to labourers during their probationary period as referred to in Article 11:04.
- (2) An Operator shall receive an additional \$.55 per hour for operating a truck with the wing plow in use without the assistance of a wing-person.

APPRENTICE WAGE SCHEDULE AND JOB CLASSIFICATION:

Apprentices shall be paid on the following formula:

Apprentices shall receive not less than the labour rate and shall receive increases in equal increments after completion of each 1800 hour period until the full journeyman rate is achieved in accordance with the total hours required for the particular trade.

GENERAL CARPENTER AND WELDER APPRENTICE RATES

Level		Hours	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 1	Prob. Labour	0 - 1800	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 2	110%	1801 - 3600	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 3	115%	3601 - 5400	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 4	120%	5401 - 7200	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65

ELECTRICIAN: CONSTRUCTION & MAINTENANCE APPRENTICE RATES

Level		Hours	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 1	Prob. Labour	0 - 1800	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 2	105%	1801 - 3600	\$26.04	\$26.82	\$27.63	\$28.38	\$29.44
Level 3	110%	3601 - 5400	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 4	115%	5401 - 7200	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 5	120%	7201 - 9000	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65

REFRIGERATION & A/C MECHANIC (HVAC) APPRENTICE RATES

Level		Hours	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 1	Prob. Labour	0 - 1800	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 2	105%	1801 - 3600	\$26.04	\$26.82	\$27.63	\$28.38	\$29.44
Level 3	110%	3601 - 5400	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 4	115%	5401 - 7200	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 5	120%	7201 - 9000	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65

MECHANIC APPRENTICE RATES

Level			Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 0	no levels	Prob.Labour	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 1	310T / 310S	105%	\$26.04	\$26.82	\$27.63	\$28.38	\$29.44
Level 2	310T / 310S	110%	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 3	310T / 310S	115%	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 4	310T / 310S	120%	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65
Level 5	310T / 310S	125%	\$31.00	\$31.93	\$32.89	\$33.79	\$35.05
Level 6	310T / 310S	130%	\$32.24	\$33.20	\$34.20	\$35.14	\$36.45
Level 7	310T / 310S	135%	\$33.48	\$34.48	\$35.52	\$36.49	\$37.85

SCHEDULE "B" JOB CLASSIFICATION

<u>CATEGORY & JOB</u>	<u>JOB CLASS</u>
<u>Labour:</u>	
Probation Labour	1
Labour	2
* Janitor/Watchperson	3
Sanitary Helper	4
Saw Operator	
Litter Hog	
Asphalt Raker	
 Hazardous Waste Depot - Landfill	 7
<i>Skilled Labourer:</i>	7
Pipelayer	
Cement Finisher	
Skilled Worker	
Graderperson	
 Trades Helper – Wastewater	 7
Lead Hand Labour	9
 <u>Operators:</u>	
* Scale Operator	3
 Sweeper	 6
Tractor	
Catch Basin Cleaner	
Mower	
Roller	
Truck Driver	
Forklift, Boom Truck	
Steamer Operator	
Asphalt Zipper	
Street Flusher	
Sidewalk Plow	
 Asphalt Recycler	 7
Asphalt Spreader	
Front End Loader	
Bulldozer	
Grader	
Float	

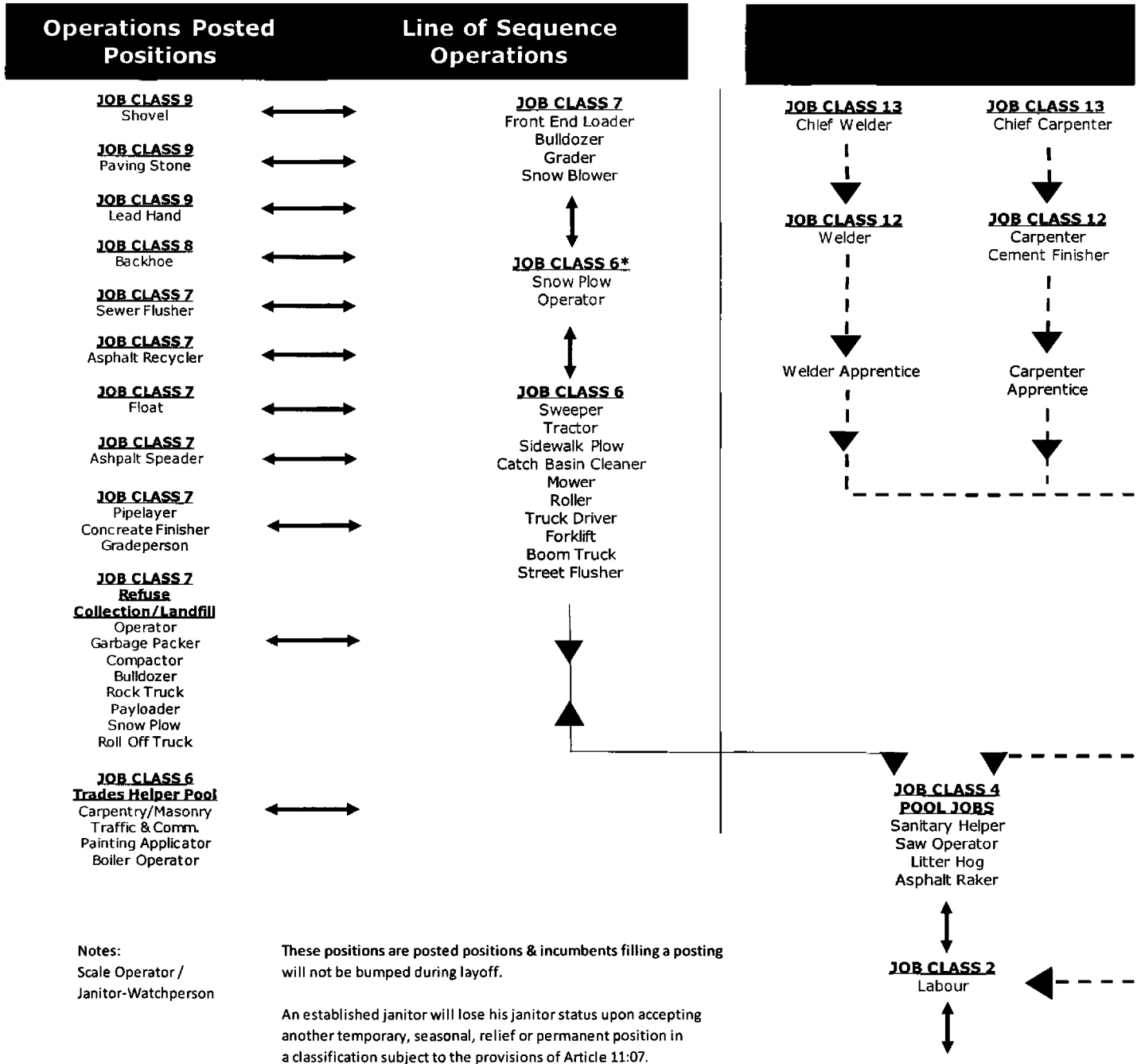
Snowblower	7 (continued)
Utility Locates Person	
Sewer Flusher	
Landfill Operator	
Landfill Packer	
Loader and Compactor	
Backhoe Operator/Hydraulic Back Hoe	8
Shovel	9
Paving Stone	
Lead Hand Operations	9

* - Posted positions and incumbents filling such posting will not be bumped during layoff.

Trades:

Trades Helper Pool	6
Storekeeper	
Serviceperson	7
Sign Technician	
Trades Helper – Waste Water	7
Waste Water Operator I	9
Waste Water Operator II	11
Lead Sign Technician	10
Boiler Operator/Handyperson	
Chief Electronics – Electrical Repairperson	12
Chief Sign Technician	
Carpenter	
Welder	
Electrician	
Mechanic	
Electronics – Electrical Repairperson	
Chief Welder	13
Chief Carpenter	
Electrical Specialist (special rate)	14
Building Maintenance Specialist (special rate)	15

PUBLIC WORKS DIVISION LINE OF SEQUENCE



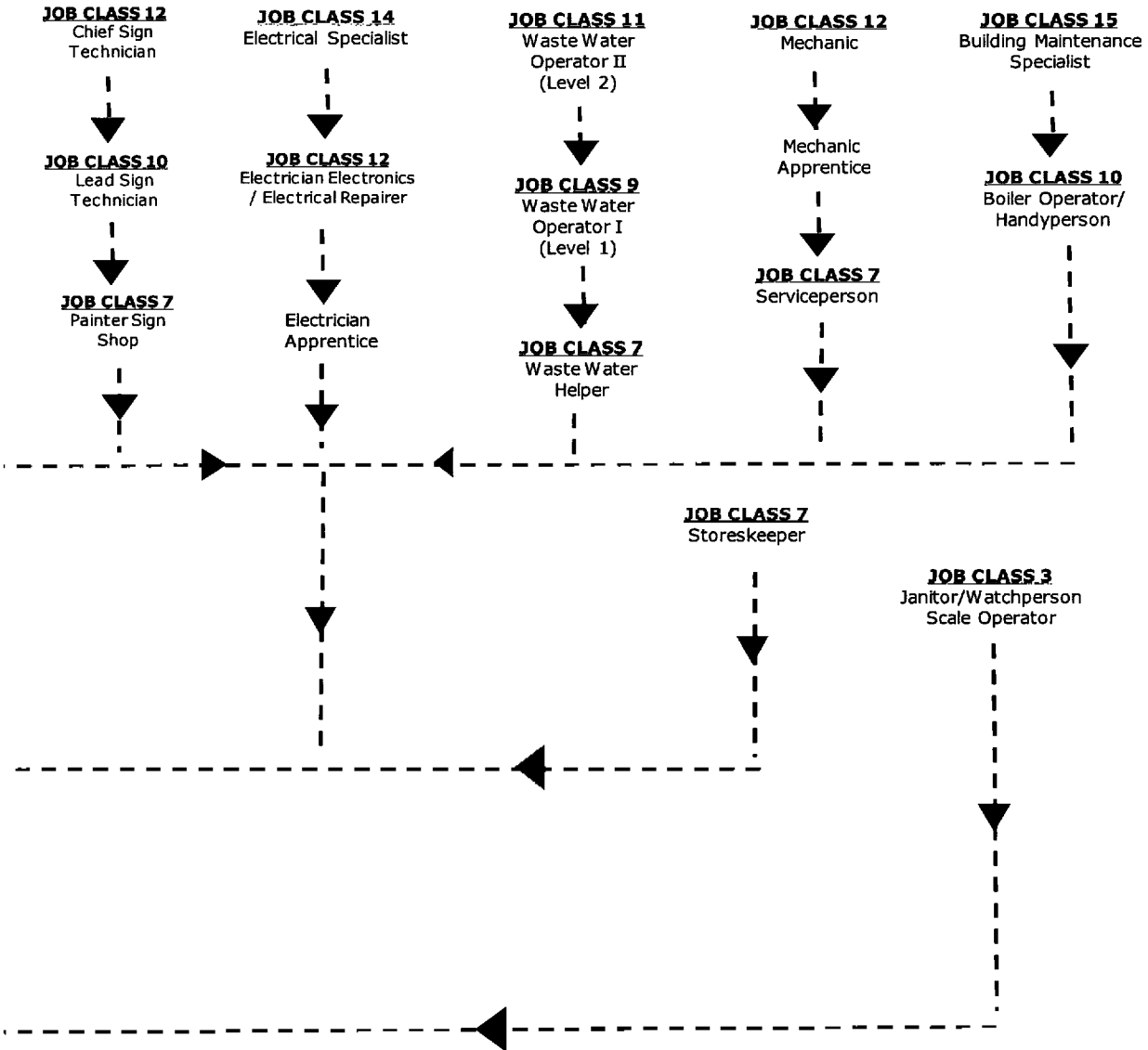
Notes:
Scale Operator /
Janitor-Watchperson

These positions are posted positions & incumbents filling a posting will not be bumped during layoff.

An established janitor will lose his janitor status upon accepting another temporary, seasonal, relief or permanent position in a classification subject to the provisions of Article 11:07.

AND POSTED POSITION CHART

Permanent Posted Positions



LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: SUBSIDIZED WORK PROGRAMS

Local 3 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

- (i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 3 C.U.P.E.
- (ii) Local 3 C.U.P.E. will be given advance notice of such programs including work location, type of work and the term of the program.
- (iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.
- (iv) This understanding may be cancelled at any time upon providing 30 days notice in writing of such cancellation.

Signed at Sault Ste. Marie this 11th day of January, 2023.

FOR C.U.P.E. LOCAL 3

FOR CITY

"Marco Niro"
"Mark Harrington"
"Gord Neil"
"Anthony Bumbacco"
"Melinda Genys"

"Ida Bruno"
"Nicole Ottolino"
"Susan Hamilton Beach"
"Larry Girardi"
"Monty Pinder"
"Daniel Turco"

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

The parties agree to the following procedures in the case of a first conviction and loss of driver's licence for impaired driving.

- 1) Each case will be judged in its merits and will be at the discretion of the City.
- 2) The employee will exercise his seniority rights in the labour pool in accordance with the collective agreement.
- 3) In the event the employee does not have sufficient seniority he will be placed on lay-off.
- 4) The provisions of Articles 12:07 and 12:21 will be waived for the period of time an employee's licence is suspended.
- 5) On reinstatement of the driver's licence the employee will be returned to his former position in accordance with seniority standing at the time the driver's licence was suspended
- 6) The provisions of Articles 12:07 and 12:21 will apply for any subsequent conviction for impaired driving and loss of driver's licence.

Signed at Sault Ste. Marie this 11th day of January, 2023.

FOR C.U.P.E. LOCAL 3

"Marco Niro"
"Mark Harrington"
"Gord Neil"
"Anthony Bumbacco"
"Melinda Genys"

FOR CITY

"Ida Bruno"
"Nicole Ottolino"
"Susan Hamilton Beach"
"Larry Girardi"
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"Daniel Turco"

LETTER #3

MEMORANDUM OF UNDERSTANDING

RE: JANITOR POSITION – PROTECTED CLASSIFICATION STATUS

The parties agree that employees permanently assigned to the Janitor position will not be subject to displacement by senior employees from other classifications.

This arrangement will continue subject to the following terms and conditions:

- (i) Permanent vacancies for the position of Janitor will be posted and filled in accordance with Article 11:07 (b) of the agreement.
- (ii) Once an employee satisfactorily completes the probation period he will not be subject to displacement by other senior employees except by another more senior Janitor.
- (iii) An established employee in the Janitor position will lose his protected status upon accepting another temporary, seasonal, relief or permanent position in another classification subject to the provisions of Article 11:07.
- (iv) In the event an established Janitor moves to another classification, the vacant position will be posted and the successful applicant will obtain protected status.
- (v) This agreement regarding twelve (12) hours shifts for Janitors may be terminated at any time by either party with thirty (30) days notice in writing to the other party.
- (vi) Unpaid Lieu Day for Statutory Holiday if holiday falls upon Schedule Day Off provided:
 - such lieu day is mutually agreed with the supervisor and
 - is applicable to only one (1) employee for any given Statutory Holiday.

Signed at Sault Ste. Marie this 2nd day of February, 2023.

FOR C.U.P.E. LOCAL 3

"Marco Niro"
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FOR CITY

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"Daniel Turco"

LETTER #4

Between

**The Corporation of the City of Sault Ste. Marie
(the “Employer”)**

-and-

**CUPE and its Local 3 – PW
(the “Union”)**

WHEREAS it is important that we attract Apprentices within the Union Bargaining Unit;

AND WHEREAS unpaid Educational Leave is a requirement during which the Apprentice must complete education (in-class) while employed with the Employer;

NOW THEREFORE, without admission of liability, without precedent, without prejudice to any other matters, and notwithstanding any provision of the Collective Agreement between the Employer and the Union to the contrary, the parties agree to the following:

1. An Apprentice must notify the Employer of any Educational Leave requirement at least one month in advance.
2. Hours spent while on Educational Leave are unpaid and do not count as active service. However, an Apprentice’s Greenshield Health Care benefits will remain active through periods of Educational Leave.
3. An Apprentice will not have access to any benefits provided through Manulife, including, short and long term disability, AD&D, and life insurance during any period of Educational Leave.

Signed at Sault Ste. Marie this 2nd day of February, 2023.

FOR C.U.P.E. LOCAL 3

*“Marco Niro”
“Mark Harrington”
“Gord Neil”
“Anthony Bumbacco”
“Melinda Genys”*

FOR CITY

*“Ida Bruno”
“Nicole Ottolino”
“Susan Hamilton Beach”
“Larry Girardi”
“Monty Pinder”
“Daniel Turco”*

LETTER #5

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.PE. – P.W.T.

POSITION RE: WORKING LEAD HAND

All new vacancies for Lead Hand shall be posted. Such postings shall be for a generic Lead Hand and shall not hold a Labourer or Operator designation. The employees currently established as Lead Hand will remain established. There will be one Lead Hand Labourer position which will be filled by the senior established Lead Hand Labourer. When the senior employee is not available, the next most senior Lead Hand Labourer will fill in on a replacement basis. If none of the currently established Lead Hand Labourers are available, the position will be filled from amongst the generic Lead Hands.

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: GROUP VICE PRESIDENT - DAY SHIFT

The parties agree that for the term of this collective agreement the Elected Group Vice President of Local 3 PW **may request to be** assigned to day shifts.

Signed at Sault Ste. Marie this 2nd day of February, 2023.

FOR C.U.P.E. LOCAL 3

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FOR CITY

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LETTER #7
LETTER OF CLARIFICATION
Between
THE CITY OF SAULT STE. MARIE
AND
LOCAL 3 C.U.P.E. – P.W.T.

RE: WELFARE PLAN

The parties agree to meet during the term of the Collective Agreement to discuss welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed at Sault Ste. Marie this 11th day of January, 2023.

FOR C.U.P.E. LOCAL 3

"Marco Niro"
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FOR CITY

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LETTER #8
LETTER OF CLARIFICATION
Between
THE CITY OF SAULT STE. MARIE
AND
LOCAL 3 C.U.P.E. – P.W.T.

RE: ARTICLE 2:03

It is understood by the parties with respect to Temporary Supervisors, that their primary focus will be the supervision of employees. However, it is further understood that such Temporary Supervisors can perform the work of the bargaining unit such as operating equipment and performing various labour duties. It is further understood that such work may be performed as required from time to time to assist in the flow of work.

Signed at Sault Ste. Marie this 11th day of January, 2023.

FOR C.U.P.E. LOCAL 3

“Marco Niro”
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FOR CITY

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LETTER #9

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: ACCOMMODATION & ABSENTEEISM

Both Parties are concerned with the overall absenteeism and its related costs and causes among this group.

The Parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

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.

Signed at Sault Ste. Marie this 2nd day of February, 2023.

FOR C.U.P.E. LOCAL 3

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FOR CITY

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"Daniel Turco"

LETTER #10

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: CONSOLIDATION OF 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 PW (3 representatives) and representatives of the City for this purpose.

The parties will meet during the term of the collective agreement to endeavour to negotiate and agree upon in the form of a Memorandum of Agreement, the additions, deletions and/or modifications necessary to consolidate the Local 3 CSD agreement into the Local 3 PW Collective Agreement.

Signed at Sault Ste. Marie this 11th day of January, 2023.

FOR C.U.P.E. LOCAL 3

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FOR CITY

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LETTER #11

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

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. 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 two (2) hours 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 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 Department Head 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.

Signed at Sault Ste. Marie this 2nd day of February, 2023.

FOR C.U.P.E. LOCAL 3

"Marco Niro"
"Mark Harrington"
"Gord Neil"
"Anthony Bumbacco"
"Melinda Genys"

FOR CITY

"Ida Bruno"
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"Daniel Turco"

LETTER #12

LETTER OF AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.PE. – P.W.T.

RE: STUDENT EMPLOYEES

The Corporation and the Union support the hiring of students during regular school vacation periods and recognizes the importance of supporting this practice. This letter is in reference to those student positions, which are created to supplement the regular bargaining unit staff during traditional school summer vacation periods. The number of students employed in the Summer shall not exceed ten (10) without written agreement from the Union. The parties agree to meet annually at the conclusion of the summer season to discuss the continuation of the student program recognizing the work requirements are unique.

Definition of a Student:

A student is defined as an employee currently enrolled in an educational institution returning to an educational institution and who is on a regular school summer vacation. The rate of pay for a student will be defined under the Schedule A.

Collective Agreement:

The provisions of the Collective Agreement shall not apply to students. Students will be employed once all PW employees are recalled to work.

Work Assignment:

Work performed during or resulting from the hiring of students shall not result in lay off, demotion or displacement of any employee in the bargaining unit. All laid off employees shall be called back to work before students are employed.

Both parties agree that students will be hired to assist the workforce of the City and that part-time employees will be given preference over students of leaves of absence.

Signed at Sault Ste. Marie this 2nd day of February, 2023.

FOR C.U.P.E. LOCAL 3

"Marco Niro"

"Mark Harrington"

"Gord Neil"

"Anthony Bumbacco"

"Melinda Genys"

FOR CITY

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