

COLLECTIVE AGREEMENT

BETWEEN

**THE DISTRICT OF SAULT STE. MARIE SOCIAL
SERVICES ADMINISTRATION BOARD
"DSSMSSAB"**

(hereinafter called the "Employer")



Social Services
District of Sault Ste. Marie
Social Services
Administration Board

-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5330**

(hereinafter called the "Union")

CUPE-SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

TERM OF AGREEMENT: February 1, 2023 to January 31, 2027

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE

- 2.01 The District of Sault Ste. Marie Social Services Administration Board recognizes the Union as the sole and exclusive collective bargaining agent for all employees as set forth in Appendix "A".

- 2.02 When new jobs are established which are to be excluded from the bargaining unit the DSSMSSAB will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one month of this notification, the DSSMSSAB will submit to the Union a summary of the job functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit, it may file a grievance at Step II within twenty-one (21) days of receiving the summary of the job functions and responsibilities.

- 2.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in client services emergencies, or in situations where staffing levels do not meet the service levels for short term unforeseen circumstances and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of an employee.

ARTICLE 3 – UNION SECURITY

- 3.01 All employees of the DSSMSSAB, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. In accordance with this understanding, the DSSMSSAB shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 5330, as defined in the Ontario Labour Relations Act.
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- 3.02 The DSSMSSAB shall deduct from the salary of each employee, commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3.03, provided such dues are to be uniformly levied for a period of not less than twelve (12) months. The DSSMSSAB will provide to the Union with each dues remittance a list indicating by employee the bi-weekly earnings upon which Union dues are based and the employee status.
- 3.03 The DSSMSSAB agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the National Secretary-Treasurer of the Union the full amount of dues so collected, accompanied by the Union Dues Report. The DSSMSSAB also agrees to provide the CUPE Local 5330 Secretary-Treasurer a copy of the CUPE Membership List detailing all union employee's home addresses, home phone numbers, employee numbers and job titles of all employees from whose wages the deductions have been made.
- 3.04 The Union shall save the DSSMSSAB harmless from any and all claims which may be made against the DSSMSSAB for amounts deducted from employees pay as herein provided.

ARTICLE 4 – UNION MANAGEMENT COMMITTEES

- 4.01 The DSSMSSAB acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees, plus one (1) alternate in order to ensure representation from the various classifications and departments in the DSSMSSAB and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.
- 4.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the DSSMSSAB premises in order to investigate or assist in the settlement of grievances.
- 4.03 The DSSMSSAB acknowledges the right of the Union to appoint or otherwise select eight (8) stewards from among the members.
- 4.04 The DSSMSSAB acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members.
- 4.05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the DSSMSSAB and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Direct Supervisor.
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The DSSMSSAB agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

- 4.06 The Union agrees to notify the DSSMSSAB in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the DSSMSSAB in writing of any changes in such Committee members.
- 4.07 The parties agree to establish a Labour Management 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 Labour Management Committee - Terms of Reference.

ARTICLE 5 – UNION RECOGNITION

5.01 New Employees

The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired Union employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer and shall not exceed thirty (30) minutes duration.

5.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

5.03 Union Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers.

- 5.04 An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to meet an employee for disciplinary purposes, the
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supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the meeting.

5.05 Bulletin Boards

The Union shall have the use of the bulletin boards on each floor of the DSSMSSAB's premises, where applicable, the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the Union and such postings shall be removed only by an authorized representative of the Union.

5.06 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the DSSMSSAB by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on DSSMSSAB time, and no meetings on DSSMSSAB premises except with the permission of the DSSMSSAB.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union agrees that the management of the DSSMSSAB and the direction of the working forces are vested exclusively with the DSSMSSAB. Subject to the provisions of this agreement, the DSSMSSAB retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The DSSMSSAB also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools which are the property of the DSSMSSAB.

6.02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

ARTICLE 7 – NO DISCRIMINATION

7.01 The DSSMSSAB, the Union, and their agents agree not to discriminate against any employees because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.

7.02 If an employee believes they have been subject to conduct contrary to the DSSMSSAB's Code of Conduct, they shall submit their concern in writing to their respective

Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.

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

ARTICLE 8 – GRIEVANCE PROCEDURE

Definition of a Grievance

Within the terms of this Agreement, a Grievance shall be defined as a difference arising between an employee, the Union or both, and the Employer as to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

- 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 DSSMSSAB has violated and shall include a statement of facts outlining in what manner the DSSMSSAB's interpretation of a clause is disputed. A copy of the grievance will be submitted at each Step of the grievance procedure. The DSSMSSAB shall arrange and meet with the Union within fifteen (15) working days of receipt of the first step grievance. The parties will respond to all steps of the Grievance Procedure and will be copied to the Union Grievance Committee Chair.

Responses to all Steps of the Grievance Procedure will be copied to the Union Grievance Committee Chair.

VERBAL COMPLAINT

It is understood that an employee has no grievance until the employee, accompanied by a Steward, has first given the employee's immediate supervisor the opportunity of rectifying the complaint. Such complaint shall be discussed with the immediate supervisor within seven (7) working days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance at Step 1 within seven (7) working days of the discussion in the following manner and sequence:

STEP I

The employee, assisted by a Steward or an officer of the Union, shall discuss the case with the respective Program Director. The Program Director shall render a decision within five (5) working days of the hearing.

STEP II

If the Union considers that a satisfactory settlement was not reached in Step I it may, within five (5) working days of receipt of the Step I reply, request a hearing by the CEO or designate. The parties shall meet within ten (10) working days upon receipt of the Union submitting the grievance to Step II. The CEO or designate shall render a decision within ten (10) working days of the hearing. The timelines in this Article may be extended by mutual written agreement of the parties.

8.02 Policy Grievance

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

8.03 Time Limits

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

8.04 Discharge Grievance

A claim by an employee that they have been wrongfully or unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee at Step II within fifteen (15) working days after the date the discharge or suspension is affected.

8.05 Group Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step II.

8.06 Mediation

By mutual consent, the parties may agree to use the services of a Mediator. The parties agree to share the costs of the mediation.

ARTICLE 9 – ARBITRATION

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

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

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

ARTICLE 10 – NO STRIKES OR LOCKOUTS

10.01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the DSSMSSAB 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 DSSMSSAB for the duration of this Agreement.

ARTICLE 11 – SENIORITY

11.01 A new employee shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period the employee shall be subject to rights under the Grievance Procedure except on termination of employment. If retained after the probation period, such employee's seniority shall be dated from the day the employee commenced work. The probationary period may be extended by up to three (3) months by written mutual agreement between the parties.

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

- 1) the employee voluntarily quits their employment;
 - 2) the employee is discharged for proper cause;
 - 3) the employee fails to report to work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
 - 4) the employee is absent from work for five (5) working days without permission or just cause.
 - 5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:
 - (i) during the first twelve (12) months of any such absence the DSSMSSAB agrees to provide at its cost all benefits set out in Article 18
 - (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 18;
 - (iii) the DSSMSSAB agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.
 - (b) the employee is absent from work due to an occupational illness or accident for which W.S.I. B. is paid subject to the following conditions:
 - (i) during the first twenty-four (24) months of such absence the DSSMSSAB will provide at its cost all benefits set out in Article 18;
 - (ii) at the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 18;
 - (iii) the DSSMSSAB agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.
 - 6) an employee is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.
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- 11.03 An up-to-date seniority list shall be updated twice a year in January and July and posted on the appropriate bulletin boards for a period of thirty (30) days in January and July of each year. The Employer to provide a copy to the Local Recording Secretary and/or designate.
- 11.04 A temporary vacancy is defined as a vacancy scheduled to be up to twelve (12) months in duration. Eighteen (18) month temporary absences will apply to Maternity/Paternity leaves and the related "domino" or cascade vacancies.
- 11.05 (a) The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.
- (b) Students are temporary employees hired for a school vacation period or semester under a Cooperative school program. Students shall not:
- (i) accrue seniority
 - (ii) have access to the grievance procedure
 - (iii) be provided with any benefits other than as required by law.
- 11.06 In the event that a temporary employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11.04, such employee shall become established and entitled to all the benefits under this collective agreement. The Union shall be informed when a temporary employee is hired.
- 11.07 Discipline and Discharge

It is agreed that all written warnings, suspensions and any other disciplinary action be removed from an employee's file after thirty-six (36) months from its occurrence unless written warnings, suspensions and any other disciplinary action occurs during such thirty-six month period.

ARTICLE 12 – JOB POSTINGS

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

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

12.02 The DSSMSSAB agrees to forward to the Recording Secretary of the Union, copies of all job postings.

12.03 All job postings will contain:

1. Job Class
2. Salary Range
3. Qualifications

Any vacancy not filled within three (3) months of the expiry date of such job posting shall be considered cancelled, and prior to filling such vacancy, it will be posted in accordance with Article 12.01.

12.04 The DSSMSSAB agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

12.05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on a trial period for a period of three (3) months. The parties may agree in writing to extend the trial for up to an additional three (3) months. Employees shall have the right to only one (1) lateral transfer per year. If performance is not satisfactory during this period, the DSSMSSAB shall have the right to revert the employee back to their former position and salary. The employee also during such trial period shall have the right to revert to their former position and salary.

12.06 New Classification

Where a new classification is established which is covered by the terms of this Collective Agreement or fundamental or functional changes are made to an existing job description, the Employer will notify the Union of such new classification or changes.

The Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement the Union may process the matter through the Grievance Mediation and/or Arbitration Procedure, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

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

1. Qualifications to perform the work
2. Seniority

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

12.08 Qualifications

Should job qualifications be changed by the Employer, bargaining unit members will be deemed qualified for their current positions.

12.09 Transfer to Supervisory Positions

The appointment or selection of employees for temporary supervisory positions or for temporary positions not subject to this agreement, is not governed by this agreement, but if an employee is so transferred and later is transferred back to the position which is governed by this agreement, such employee shall retain and accumulate their service. Seniority shall be frozen from date of departure to date of return to the bargaining unit within the period in accordance with Article 11.04. Service will be accumulated while serving in the position outside of the Collective Agreement, provided the employee concerned returns to a position within the scope of the Collective Agreement within a period in accordance with Article 11.04. Such time periods may be extended upon mutual agreement of the parties.

Article 3 of this Collective Agreement will apply in accordance with Article 11.04, while the employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the employee's bargaining unit position hourly rate of pay as per Article 23.06 for all hours worked in the position outside the bargaining unit.

ARTICLE 13 – JOB SECURITY

13.01 Organizational Changes

- (a) The Employer shall give the Union a minimum of two (2) months' notice in the event the Employer has determined a reduction in bargaining unit employees as a result of a closure of programs, layoffs, restructuring, or any other initiative that would impact job security of bargaining unit members.
- (b) The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans.

13.02 Layoff and Recall

Definitions

In this Article:

"Layoff" refers to the act of:

- (a) reducing the regularly scheduled hours of a full-time employee; or
- (b) elimination of a position held by a permanent employee.

During any such period of layoff an employee shall continue to accrue seniority for a period up to twelve (12) consecutive months but shall not be entitled to any other benefits except the right to recall to work.

"Job Class" refers to a group of jobs specified in Appendix A.

"Job" refers to a defined set of duties requiring specific education experience, knowledge, skills and abilities assigned to an individual or group of individuals, as reflected in a job description within a Job Class.

Position and Job have the same meaning.

13.02.01 Order of Layoff

In the event that a position is eliminated, the Employer shall lay off the least senior employee in the job class for that position.

13.02.02 Notice to the Union

In the event of a proposed layoff, the Employer shall, prior to issuing notice of layoffs:

- (a) Provide to the Union, through the Labour Management Committee, notification of the proposed layoffs or staff reduction proposals.
- (b) Relay to the Union the reasons for the layoffs and rationale for the decisions, and the extent of same.
- (c) Discuss the proposal for implementing same including the areas affected, the employees affected, and the duration.
- (d) Discuss at the Labour Management Committee any realignment of service or staff and the effect on the bargaining unit.

13.02.03 Rights of Employees Receiving Notice of Layoff of Displacement

An employee who is laid off shall have the right to either:

- (a) Accept the layoff and work the notice period; or
 - (b) Displace an employee who has lesser bargaining unit seniority, is the least senior employee whose job is in the same or a lower job class provided that the employee subject to the layoff has the skills, ability and competence to perform the job and provided that the candidate meets the minimum recruitment standards established for the position as applied in Article 12.09. Any employee so displaced shall be deemed to have been laid off, and shall thereupon be entitled to all rights and privileges as set out in this Article.
 - (c) Elect to provide written notice of acceptance of the layoff to the Employer within seven (7) days of receipt of the notice of layoff, and receive the greater of:
 - (i) Pay in lieu of notice as required by the Employment Standards Act; or
 - (ii) Pay in lieu of notice as require by the Collective Agreement; and any severance pay required by the Employment Standards Act.
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Any employee who accepts pay in lieu of notice shall relinquish all rights to recall and notice of job vacancies under this Article.

13.02.04 Wage Rate

The rate of pay of an employee who displaces a less senior employee in a lower job class shall be determined as if the employee were filling a vacancy, in accordance with Article 23.11.

13.02.05 Notice of Lay Off

An employee has been laid off and chooses to accept the layoff, in accordance with Article 13.02.03, shall be entitled to working notice, based upon length of service at the date of the layoff, as follows:

- (a) Employees with less than one (1) year of continuous service; ten (10) days;
- (b) Employees with more than one (1) year, but less than two (2) years, of continuous service; three (3) weeks;
- (c) Employees with more than two (2) years, but less than three (3) years, of continuous service; five (5) weeks;
- (d) Employees with more than three (3) years, but less than four (4) years, of continuous service; eight (8) weeks;
- (e) Employees with more than four (4) years, but less than five (5) years of continuous service; twelve (12) weeks;
- (f) Employees with more than five (5) years, of continuous service; fifteen (15) weeks.

Notwithstanding this, the minimum notice of layoff shall not be less than that which is provided for in the Employment Standards Act for the Province of Ontario, as amended from time to time.

13.02.06 Displaced Employee's Notice

Where an employee is laid off as a result of being displaced, the employee's length of service for the purpose of Article 13.02.07 shall be determined as of the date of the original notice posted that gave rise to the displacement.

13.02.07 Notification to Displace

An employee who has been laid off and chooses to exercise the right to displace another employee as identified by the Employer shall, within seven (7) working days after receiving the notice of layoff advise the Employer, in writing, of their decision to displace.

a) Evaluation of Employee

In determining whether the employee has the qualifications to perform the job in accordance with the minimum recruitment standards established for the position, as applied in Article 13.02.03 (b) the Employer may utilize any or all of the following criteria;

- (i) An interview by the Employer to review the employee's qualifications and employment record at which a Union representative may be present, if requested by the employee;
- (ii) Job related testing;
- (iii) An evaluation of the employee's performance during the first fifteen (15) working days on the new job. The first two (2) days of the fifteen (15) shall be orientation.

13.02.08 Right to Recall

- (a) An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the job held prior to the layoff or displacement, in the event that such job becomes vacant within twenty-four (24) months of the later of the expiry of the notice period or the date of the notice of displacement.
 - (b) Notice of recall, pursuant to this Article 13.02.08 (a), shall be given by registered mail, addressed to the last address on record with the Employer. The notice shall be deemed to be received on the fifth (5th) day following the date of mailing, and the employee shall notify the Employer, in writing, within five (5) working days thereafter of their desire to return to the job. In the event that such notice from the employee is not received within the (5) day period identified above, the right of recall shall be null and void.
 - (c) An employee who has been recalled to a temporary vacancy in the job held immediately prior to layoff shall not be required to accept the recall.
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- (d) Any employee who accepts a period of temporary employment shall, or resume their layoff. Periods of temporary employment shall not reduce or extend the period of recall.

13.02.09 Benefits While on Layoff

In the event of a layoff where an employee is subject to recall, the Employer shall continue payment of the following benefits for a period of thirty (30) days. The employee may, at their own expenses, elect to continue these benefits for a further nine (9) months provided that the premiums are paid in advance, or by post-dated cheques, to maintain coverage.

ARTICLE 14 – LEAVES OF ABSENCE

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

14.02 Bereavement 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 for five (5) working days for any days which are normally straight time working days and fall immediately following the day of death.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for five (5) working days shall be granted to an employee to attend the funeral or celebration of life of a child of a spouse as defined under per part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for two (2) working days shall be granted to an employee to attend the funeral or celebration of life of the employee's brother-in-law or sister-in-law, aunt and uncle.

"spouse" means a person:

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

(i) have cohabited for at least one year,

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

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

Up to three (3) days of any granted paid leave outlined above may be used for either the funeral or celebration of life day. The employee shall make this request in writing to the employer and it shall be granted.

If an employee is a pallbearer for any person not outlined above, the employer shall grant them one (1) day of leave with pay.

14.03 Training Leave

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

14.04 Union Leave

Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than five (5) members shall be granted such leave at one time. Such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14.05 Pregnancy and Parental Leave

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

14.06 Jury Duty

The DSSMSSAB shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The DSSMSSAB shall pay such employee the difference between their normal earnings and the payment they receive for jury

service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

14.07 Court Witness Duty

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

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

ARTICLE 15 – REGULAR HOURS OF WORK AND WORKING CONDITIONS

15.01 The regular hours of work for all employees covered by this agreement shall be seven (7) hours per day, thirty-five (35) hours per week.

15.02 The DSSMSSAB agrees to pay employees on standby one (1) hours pay at their regular rate for each eight hours required to be on standby in addition to the callout provisions of this agreement.

15.03 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1 ½) the employee's regular rate of pay when called out to work overtime.

15.04 (a) All hours worked outside the regular hours, when authorized by the Director, shall be paid for at time and one-half (1 ½) the employee's regular rate of pay, or shall be given time and one-half (1 ½) off with pay at a time mutually agreeable to the employee and the supervisor.

(b) Employees selecting time off in lieu of overtime payment shall be permitted to accumulate a maximum bank of seventy (70) lieu time hours at any given time. Requests for lieu time off will continue to be considered pursuant to the provisions of 15.04(a).

15.05 The DSSMSSAB shall pay a meal allowance of \$13.25 for an employee required to work ten (10) hours or more and an additional meal allowance for every five (5) hours the employee is required to work thereafter.

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

15.06 Part Time

The DSSMSSAB may utilize Part-time employees i.e. an average of 24 hours per week or up to 1250 hours per year, such positions to be listed in Appendix A. The parties agree that unscheduled call-in hours/shifts will not count towards the 1250 annual hours per year or the average of 24 hours per week. Union will be advised in advance of the implementation of additional Part time positions. It is understood that Part time employees shall not be entitled to any benefits except as required by law, and shall not be entitled to welfare benefits as provided in the collective agreement.

ARTICLE 16 - VACATIONS WITH PAY

- 16.01 All employees with more than six (6) months of service but less than two (2) years of service shall receive two (2) weeks of annual vacation at their regular rate of pay. For the year in which they were hired, full time employees' vacation entitlement shall be prorated. Should the employee's probationary period bridge two (2) calendar years, they shall be paid out their prorated vacation to December 31st of their first year. Scheduling of vacation is subject to completion of probation. Full time employees' vacation entitlement shall be issued January 1st of each year.
- 16.02 All employees who have completed two (2) calendar years of service and are in their third (3rd) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.
- 16.03 All employees who have completed three (3) calendar years of service and are in their fourth (4th) year of service but less than ten (10) years of service shall be allowed three (3) weeks annual vacation at their regular rate of pay.
- 16.04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.
- 16.05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed five (5) weeks annual vacation at their regular rate of pay.
- 16.06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than twenty-five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.
- (a) All employees who have completed twenty-five (25) calendar years of service and are in their twenty-sixth (26th) year shall be allowed six (6) weeks plus one (1) day.
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- (b) All employees who have completed twenty-six (26) calendar years of service and are in their twenty-seventh (27th) year shall be allowed six (6) weeks plus two (2) days.
 - (c) All employees who have completed twenty-seven (27) calendar years of service and are in their twenty-eighth (28th) year shall be allowed six (6) weeks plus three (3) days.
 - (d) All employees who have completed twenty-eight (28) calendar years of service and are in their twenty-ninth (29th) year shall be allowed six (6) weeks plus four (4) days.
- 16.07 All employees who have completed twenty-nine (29) calendar years of service and are in their thirtieth (30th) year or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.
- 16.08 An employee may accumulate annual vacation over a two (2) year period, with Department Head and Chief Executive Officer approval.
- 16.09 The application to carry over holidays from one (1) year to another must be submitted in writing to the head of the Department before March 1st of that year.
- 16.10 Employees who are off work without pay for thirty (30) days or more shall have their vacation pay reduced in proportion to such time absent from work.
- 16.11 Applications for vacations during the year must be submitted in writing to the head of the Department before November 15th of the year preceding the vacation request with approval on or before December 1st each year.

Employees shall be given the opportunity of booking their request preference for their vacation period according to length of service. Any leftover vacation for the current year must be booked by November 15th and used by December 31st.

ARTICLE 17 – PAID HOLIDAYS

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

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

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

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

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

17.02 An employee required to work on a paid holiday shall receive pay at time and one-half (1 ½) the regular rate of pay for all hours worked in addition to the holiday pay.

ARTICLE 18 – WELFARE PLAN

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

- Ward Coverage
 - Extended Health Care:
 - (a) Vision Care amount of \$475.00/24 month. (Note - this amount can be used for laser eye surgery.)
 - (b) One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - (c) Orthotics & orthopedic shoes maximum of one (1) pair \$400 per calendar year.
 - (d) Pharmacy dispensing fees capped at \$11.00. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
 - Paramedical Benefit:
 - (a) Maximum of \$1,300 (effective 1st of February 2024) per calendar year for any combination of the following services:
 - (i) Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.
 - Out of Province/Country Travel Plan
 - Dental Plan #9, with Rider #3, Orthodontic, three thousand (\$3,000 limit), at current ODA rates minus one year.
 - Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the DSSMSSAB. It is agreed that the full U.I.C. rebate on premiums shall be retained by the DSSMSSAB.
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Coverage for new employees shall be effective as follows:

- (a) Extended Health Care - 1st day of the month following date employed.
- (b) Dental - 1st day of the month following completion of three (3) months service.
- 12 Month Pregnancy/Parental Replacement Temporary Employee - Limited Benefit Coverage
 - (a) Prescription Drug Benefit Plan at 90%/10% Co-Insurance
(Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap
 - (b) Vision Care - \$125 per twenty-four (24) months
- Active Employees Over Age 65

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

- (a) Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.
 - (i) Drug plan capped at \$1200 per. Remains 90%/10% co- insurance; \$10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1000 per annum cap.
 - (ii) Paramedical capped \$800 per annum.
 - (iii) \$280/24months. No eye examination coverage.
 - (iv) No coverage of medical items.
- (b) Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

- 18.02 The DSSMSSAB and the Union agree that a group life insurance plan providing benefits of one (1) and one-half (1 ½) times basic salary shall be in effect. This plan covers full time employees only with a three (3) month waiting period for new employees. The cost of this plan is to be paid 100% by the DSSMSSAB.
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- 18.03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.
- 18.04 All employees upon retirement may revert to \$10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.
- 18.05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the DSSMSSAB.

The parties agree that eligibility for L.T.D. benefits set out in Article 18.05 will cease when:

- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
 - (b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- 18.06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first (1st) day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
- Coverage shall be in accordance with the terms and conditions of: Industrial Alliance Financial Group Policy 27575 (Life Insurance and L.T.D)
- 18.07 The DSSMSSAB agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.
- 18.08 An employee who is absent from work without pay for thirty (30) days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18.01, 18.02 and 18.05.
- 18.09 Every employee shall be fully responsible for keeping the DSSMSSAB informed of changes in their marital status or number of dependents. The DSSMSSAB shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.
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- 18.10 The DSSMSSAB shall have the right to determine the carrier of such benefits (including EAP). All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the DSSMSSAB. Benefits under any such plan or plans shall not be reduced by the DSSMSSAB without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.

ARTICLE 19 – SICK LEAVE

- 19.01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.
- 19.02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 ½) days per month from the date of employment. Sick leave shall not accumulate, during any period of absence without pay of thirty (30) days or more, nor during any period for which sick leave is paid.
- 19.03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the DSSMSSAB whether retiring voluntarily or dismissed for cause.
- 19.04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 19.05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty-five (255) working days.
- 19.06 Recognized days off shall not be deducted from the accumulated sick leave.
- 19.07 No member shall draw during their active service with the DSSMSSAB, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Department Head.

The employer shall pay the full cost for the completion of any certificate of a medical practitioner, medical form or note when requested by the employer or third-party provider.

The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

19.08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the DSSMSSAB.

An employee absent on W.S.I.B shall receive a further payment (top-up of 15%), in addition to any W.S.I.B payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

19.09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the CEO to take other employment.

19.10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the DSSMSSAB and each employee may at reasonable times check the current balance.

19.11 Employees may use up to four (4) days of sick credits annually as personal days. Such days shall be requested in advance wherever possible. Requests will not be unreasonably denied.

ARTICLE 20 – PENSIONS

20.01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966 and made available to all eligible employees in accordance with the provisions of the Plan.

20.02 The DSSMSSAB shall provide all eligible full-time employees with the O.M.E.R.S. Type 1 Supplementary Benefit (past service with the Corporation).

ARTICLE 21 – SAFETY PROVISIONS

21.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The DSSMSSAB will make all reasonable provision for the safety and protection of the health of the employees.

21.02 All permanent employees required to wear safety footwear in the performance of their duties will be provided an annual allowance of one hundred eighty (\$180.00) dollars for the purchase of one (1) pair of C.S.A. approved safety boots. All new employees will be provided with the boot allowance on successful completion of their probation period.

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

ARTICLE 22 – CAR ALLOWANCE

22.01 Upon the written authority of a Director, an employee may be permitted to use their own car for travel in the performance of employer's work for the DSSMSSAB. Employees shall provide daily readings of mileage traveled on behalf of the DSSMSSAB.

22.02 Invoices must be submitted on the first of each month to the Head of the Department for approval showing the number of kilometres traveled on DSSMSSAB business.

22.03 When the said travel is approved, the DSSMSSAB will pay to the employee a car allowance equal to the Canada Revenue Agency (CRA) prescribed rate for mileage as amended from time to time. The DSSMSSAB agrees that where possible payment for mileage will be made by the twelfth (12th) of the month.

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

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

ARTICLE 23 - WAGES

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

23.02 Standard Wage Scale (outlined in Article 23.06).

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

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

- (a) An intermediate rate at a level one (1) job class increment below the standard rate;
- (b) A starting rate at a level two (2) job class increments below the standard rate, and
- (c) A training rate at a level three (3) job class increments below the standard rate.

23.05 The Schedule of Progressional Rates defined in Section 23.04 applies to each job in the respective job classes for period of time as follows:

Job Class 1: One (1) period of one (1) year at an intermediate rate;

(a) Job Class 2 to 4 inclusive: Two (2) periods of one (1) year;

(1) the first at a training rate; and

(2) the second at an intermediate rate.

(b) Job Class 5 and higher: Three (3) periods of one (1) year;

(1) the first at a training rate; and

(2) the second at a starting rate; and

(3) the third at an intermediate rate.

23.06 All employees will progress to the next higher applicable rate on February 1, 1972 except: anyone hired on or after February 1, 1969 or anyone whose job class was changed on or after February 1, 1969. These employees will receive their increment on the beginning of the pay period closest to the anniversary date of hiring or change. Effective February 1, 2023 and continuing until January 31, 2027 the Schedule of Progressional Rates shall be as follows:

February 1, 2023 Schedule of Progressional Rates

Annual Increment: 3.75%

<u>Job Class</u>	<u>Training</u>	<u>Starting</u>	<u>Intermediate</u>	<u>Standard</u>
Base				23.23
1			23.23	24.45
2		23.23	24.45	25.64
3		24.45	25.64	26.82
4		25.64	26.82	28.05
5	25.64	26.82	28.05	29.22
6	26.82	28.05	29.22	30.44
7	28.05	29.22	30.44	31.64
8	30.44	31.64	32.94	34.17
9	31.64	32.94	34.17	35.45
10	32.94	34.17	35.45	36.69
11	34.17	35.45	36.69	37.94
12	35.45	36.69	37.94	39.26
13	36.69	37.94	39.26	40.55
14	37.94	39.26	40.55	41.98

February 1, 2024 Schedule of Progressional Rates

Annual Increment: 3.75%

<u>Job Class</u>	<u>Training</u>	<u>Starting</u>	<u>Intermediate</u>	<u>Standard</u>
Base				24.10
1			24.10	25.37
2		24.10	25.37	26.60
3		25.37	26.60	27.83
4		26.60	27.83	29.10
5	26.60	27.83	29.10	30.32
6	27.83	29.10	30.32	31.58
7	29.10	30.32	31.58	32.83
8	31.58	32.83	34.17	35.45
9	32.83	34.17	35.45	36.78
10	34.17	35.45	36.78	38.07
11	35.45	36.78	38.07	39.36
12	36.78	38.07	39.36	40.73
13	38.07	39.36	40.73	42.07
14	39.36	40.73	42.07	43.56

February 1, 2025 Schedule of Progressional Rates

Annual Increment: 2.75%

<u>Job Class</u>	<u>Training</u>	<u>Starting</u>	<u>Intermediate</u>	<u>Standard</u>
Base				24.76
1			24.76	26.06
2		24.76	26.06	27.33
3		26.06	27.33	28.60
4		27.33	28.60	29.90
5	27.33	28.60	29.90	31.15
6	28.60	29.90	31.15	32.45
7	29.90	31.15	32.45	33.73
8	32.45	33.73	35.11	36.43
9	33.73	35.11	36.43	37.79
10	35.11	36.43	37.79	39.12
11	36.43	37.79	39.12	40.44
12	37.79	39.12	40.44	41.85
13	39.12	40.44	41.85	43.22
14	40.44	41.85	43.22	44.76

February 1, 2026 Schedule of Progressional Rates

Annual Increment: 2.00%

<u>Job Class</u>	<u>Training</u>	<u>Starting</u>	<u>Intermediate</u>	<u>Standard</u>
Base				25.26
1			25.26	26.59
2		25.26	26.59	27.88
3		26.59	27.88	29.17
4		27.88	29.17	30.49
5	27.88	29.17	30.49	31.77
6	29.17	30.49	31.77	33.10
7	30.49	31.77	33.10	34.40
8	33.10	34.40	35.82	37.16
9	34.40	35.82	37.16	38.55
10	35.82	37.16	38.55	39.90
11	37.16	38.55	39.90	41.25
12	38.55	39.90	41.25	42.69
13	39.90	41.25	42.69	44.09
14	41.25	42.69	44.09	45.65

- 23.07 Increases to the salary schedule shall be retroactive to February 1, 2023. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between February 1, 2023 and expiry date January 1, 2027, they shall be entitled to the prorated amount of such payments.
- 23.08 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.
- 23.09 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23.05 provided, however, that paid absences from work other than paid absences in cases of non- occupational disability due to sickness or accident shall be considered as time worked.
- 23.10 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- 23.11 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and
- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;
 - or
 - (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.
- 23.12 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and
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thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

23.13 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the DSSMSSAB corporation at its discretion shall assign the appropriate rate.

23.14 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the DSSMSSAB as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employees, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

23.15 Temporary Transfer

In the case of a temporary transfer, an employee's rate assignment shall not be changed, except as required for progression to a higher applicable rate level, if any, as provided in Section 23.09. The rate assignment of an employee temporarily transferred to a job in a higher job class shall be changed when such employee occupies the job for a period of one (1) working day at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 23.10 and such change shall be effective from the first day such employee occupied the job.

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

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

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

ARTICLE 24 – CONTRACTING OUT

24.01 The parties hereby agree that there shall be no restriction on contracting out by the DSSMSSAB of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed probation will be laid off due to contracting out.

ARTICLE 25 - GENERAL

25.01 Employees may request, in advance, the examination of the Human Resources Department file of their records. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by a representative of Human Resources or designate and the employee.

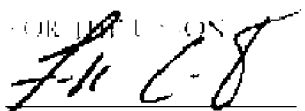


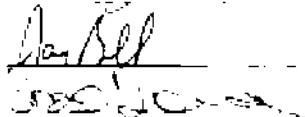
ARTICLE 26 – TERM OF AGREEMENT

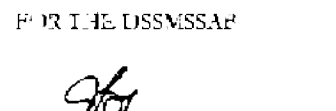
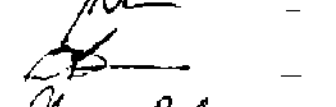
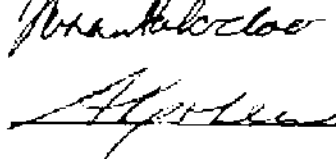
26.01 This agreement shall be effective from February 1, 2023, and shall remain in effect until January 31, 2027, and unless either party gives to the other party a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

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

26.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE UNION

Blaney


Dan Bell


FOR THE DSSMSSAB


Robert Kocak


APPENDIX "A"
(List of jobs covered by this Agreement)

DEPARTMENT & JOB TITLE _____ **JOB CLASS**

SOCIAL SERVICES DEPARTMENT – Ontario Works Division

<u>Eligibility Review Officer</u>	<u>10</u>
<u>Internal Review/Case Presenting Officer</u>	<u>10</u>
<u>Employment Coordinator</u>	<u>10</u>
<u>Case Manager</u>	<u>10</u>
<u>Case Aide</u>	<u>5</u>
<u>Customer Service Representative</u>	<u>5</u>

SOCIAL SERVICES DEPARTMENT – Corporate Services Division:

<u>Senior Accounting Clerk</u>	<u>10</u>
<u>Accounting Clerk</u>	<u>7</u>
<u>Administrative Support Clerk – EMS</u>	<u>7</u>
<u>Administrative Clerk</u>	<u>5</u>

SOCIAL SERVICES DEPARTMENT – Social Housing

<u>Property Manager</u>	<u>11</u>
<u>Tenant Support Worker</u>	<u>10</u>
<u>Program Administrator/Client Coordinator</u>	<u>7</u>
<u>Customer Service Clerk</u>	<u>5</u>
<u>Building Custodian</u>	<u>4</u>

SOCIAL SERVICES DEPARTMENT – Early Years Division

<u>Case Manager</u>	<u>10</u>
<u>Early Childhood Educator</u>	<u>9</u>



<u>Administrative Support Clerk</u>	<u>5</u>
<u>Case Aides</u>	<u>5</u>
<u>Early Childhood Assistant</u>	<u>4</u>
<u>Part Time Early Childhood Assistant</u>	<u>4</u>
<u>Part Time Cook</u>	<u>1</u>



APPENDIX "B"

Student Pay Scale

	Feb. 1 2023	Feb. 1 2024	Feb. 1 2025	Feb. 1 2026
1st year	\$14.00	\$14.21	\$14.42	\$14.64
2nd year	\$14.25	\$14.46	\$14.68	\$14.90
3rd year	\$14.50	\$14.72	\$14.94	\$15.16

Note: 1st year student rate adjusted in accordance with *Employment Standards Act* – Minimum Wage.

LETTER #1

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'

and





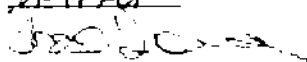
LOCAL 5330 C.U.P.E.

Re: Subsidized Work Programs

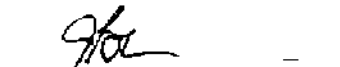

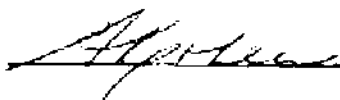
Local 5330 C.U.P.E. hereby agrees to the participation by the DSSMSSAB in the above programs in areas of its jurisdiction subject to the following conditions:

- (i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 5330 C.U.P.E.
- (ii) Local 5330 C.U.P.E. will be given advance notice of such programs including work locations, type of work and the term of the program, and will be provided with the names of persons engaged in such programs.
- (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.

Renewed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE LOCAL 5330 C.U.P.E.

Blondy





FOR THE DSSMSSAB



Menteloc


LETTER #2

LETTER OF UNDERSTANDING

Between

**THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'**

and

LOCAL 5330 C.U.P.E.

Re: Labour Management Committee Terms of Reference

The DSSMSSAB and Local 5330, C.U.P.E., agree to the following terms related to the provision of Article 4.07 of the collective agreement:

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

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE PLAINTIFF
A. C. J.
Buendia
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE DEFENDANT
[Signature]
[Signature]
Frankelocoe
[Signature]



LETTER #3

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'

and

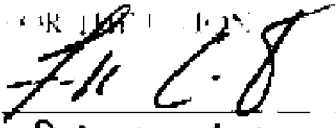

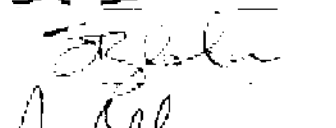

LOCAL 5330 C.U.P.E.



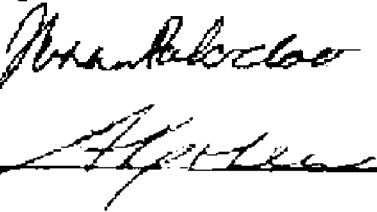
Re: Absenteeism

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

The parties agree to utilize the Labour Management Committee structure to discuss absenteeism with the express purpose of resolving these issues.

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE C.U.P.E.

Blaney


Harrell


FOR THE DSSMSSAB


Munich




LETTER #4

LETTER OF UNDERSTANDING

Between

**THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'**

and

LOCAL 5330 C.U.P.E.

Re: Filling of Temporary Vacancies

Definition of temporary vacancy as per Collective Agreement:

11.04 A temporary vacancy is defined as a vacancy scheduled to be up to twelve (12) months in duration. Eighteen (18) month temporary absences will apply to Maternity/Paternity leaves and the related "domino" or cascade vacancies.

The DSSMSSAB will post temporary vacancies in accordance with Article 12 when it is known at the time the vacancy occurs to be greater than three (3) months in duration. It is agreed that any related "domino" or cascade vacancies shall also be posted and filled according to Article 12.

When hiring for a temporary vacancy the employer will consider all internal applicants prior to proceeding to the outside market.

The posting of temporary vacancies shall not be required for temporary job opportunities of less than three (3) months duration and may be filled at the discretion of the Employer. If the extension to the three (3) month temporary vacancy is required, the employer shall notify the Union at such time the employer is aware of the extension. Any such extension shall be no longer than three (3) months and occur one time only.

Employees who are selected to fill the temporary vacancy will not be considered for any other temporary vacancy opportunities during the term of their appointment. However, permanent employees who fill temporary vacancies shall have the right to return to their permanent position at any time during the temporary opportunity upon providing a two (2) week notice. At no time shall the fact that a permanent employee in a temporary vacancy bar a permanent employee from applying for another permanent position.

Employees who apply for a temporary vacancy at a lower job class must accept a lower pay scale and be placed on the wage grid commensurate with their years of service. If the assignment results in a promotion or lateral transfer, the employee's salary shall be treated in accordance with Article 23.10 or 23.11. It is understood that permanent employees who accept a temporary promotion or lateral transfer shall be placed on the wage grid commensurate with their years of service.

All time spent by permanent employees in the temporary vacancy shall be considered for the purpose of service and seniority.

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE UNION
A. C. J.
Blondy
[Signature]
[Signature]
Harrell
[Signature]

FOR THE USSMSAB
[Signature]
[Signature]
Wankaloclar
[Signature]



LETTER #5

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'

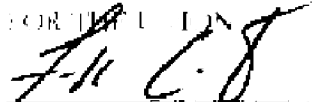
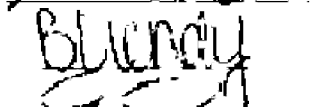


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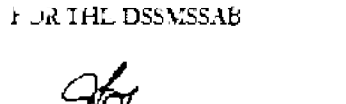
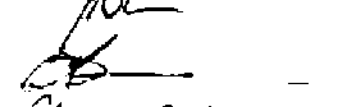
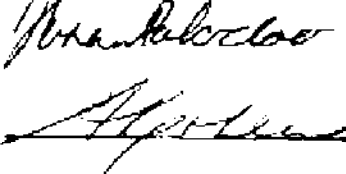
LOCAL 5330 C.U.P.E.

Re: Welfare Benefits

Agreement of the parties 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 17th day of November, 2023.

FOR THE U.N.I.O.N.

Blundy


Harrell


FOR THE DSSMSSAB


Prenkloctaw




LETTER #6

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'

and

LOCAL 5330 C.U.P.E.

Re: Disability Accommodation

Human Resources or designate shall 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 Human Resources or designate shall not delay the accommodation process.

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 plan.

Human Resources or designate shall arrange quarterly meetings with the designated Union Representative to review accommodation activity.

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE UNION
[Handwritten signatures]

FOR THE DSSMSSAB
[Handwritten signatures]



LETTER #7

LETTER OF UNDERSTANDING

Between

**THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'**

and

LOCAL 5330 C.U.P.E.

Re: Social Housing - Standby and Callout: Property Managers and Custodians

The following provisions apply to the Custodian and Case Manager classifications:

A. Property Managers, Tenant Support Workers, Non Union Employees

Notwithstanding the provisions of articles 15.02 & 15.03, the Property Managers, Tenant Support Workers and three (3) non-union employees at the discretion of the CEO will receive a payment of twenty four and one half (24.5) hours pay at their regular rate for each week of standby. When a Statutory Holiday falls during a week of standby, the payment shall be increased from 24.5 to 28 hours.

It is understood that such payment is inclusive of Standby, all call-outs, wages, premiums, overtime and any Employment Standards Act requirements for Public Holidays and Overtime. There shall be no other payment for Standby and Callout duties.

An employee may request to take the Standby hours in equivalent time off with pay at a time mutually agreeable to the employee and the Supervisor.

A week of standby is understood as:

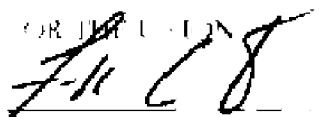

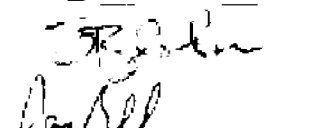

Tuesday to Friday 4:30pm to 8:30 am
Friday 4:30pm to Monday 8:30am
Monday 4:30pm to Tuesday 8:30am

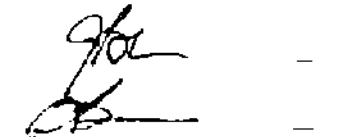

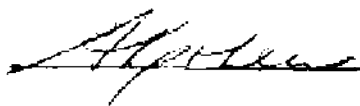
It is understood that Standby and Callout functions will continue to be carried out by both persons within and outside the scope of this collective agreement.

Note:

With this resolution for Standby ' & Callout for Social Housing Property Managers, the grievances 2002-02 (Grandinetti); 2002-03 (Stevens); 2002-04 (Coccimiglio) & 2000-05 (West) are resolved on the basis of applying the above noted provisions effective from February 1, 2002.

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE UNION

Blondy




FOR THE DSSMSSAB






LETTER #8

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'

and

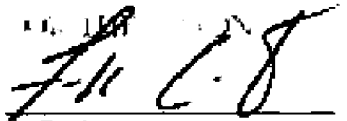



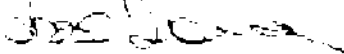
LOCAL 5330 C.U.P.E.




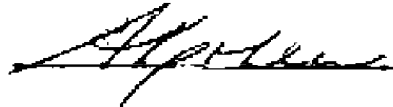
Re: Job Evaluation System Review

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

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

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE LOCAL 5330 C.U.P.E.

Blaney





FOR THE DSSMSSAB







LETTER #9

LETTER OF UNDERSTANDING

Between

**THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'**

and

LOCAL 5330 C.U.P.E.

Re: Paid Approved Union Leave

The DSSMSSAB 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 DSSMSSAB 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 DSSMSSAB its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The DSSMSSAB will not be responsible for WSIB coverage when an employee is on such leave.

The agreement shall state that the Union will promptly reimburse the DSSMSSAB within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The DSSMSSAB 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 DSSMSSAB shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, DSSMSSAB OMERS share, DSSMSSAB share of CPP and DSSMSSAB share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the DSSMSSAB the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the DSSMSSAB 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 DSSMSSAB shall bill the Union on each invoice the amount of one-half (1/2) hours at the CUPE 5330 Civic JC 10 Level 4 rate for the preparation of such invoice.

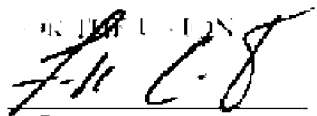


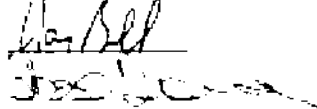
The DSSMSSAB shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

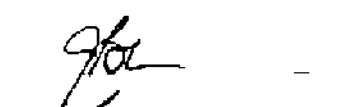
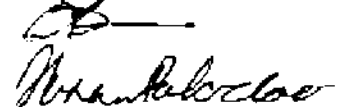
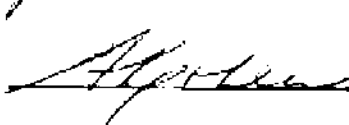
The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

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

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 17th day of November, 2023.

FOR THE UNION

Blundy




FOR THE DSSMSSAB




LETTER #10

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'

and

LOCAL 5330 C.U.P.E.

Re: Status Change Process Permanent Part-Time To Permanent Full-Time

The following is the process when a Permanent Part-Time employee is successful to a job posting for a Permanent Full-Time position effective from January 1, 2012:

Seniority

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

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

Vacation

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

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

Sick Leave

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

Probationary & Trial Period

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

Seniority List and Permanent Part Time Employees

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

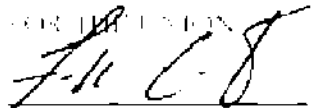

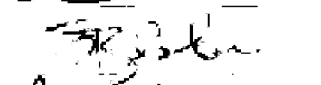
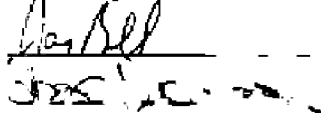
A hiring letter for a Permanent Part-Time employee shall indicate a 910 hour Probationary Period.



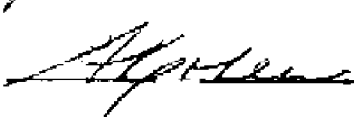
Employee Benefits

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

Calculations for OMERS service remain subject to OMERS rules.

Signed at Sault Ste. Marie this 17th day of November, 2023.

FOR THE UNION

Blundy


Carroll


FOR THE DSSMSSAB


Wankaloclar




LETTER #11

LETTER OF UNDERSTANDING

Between

THE DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION 'DSSMSSAB'

and

LOCAL 5330 C.U.P.E.

Re: Part Time Staff

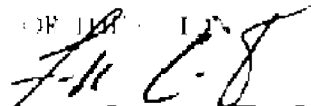

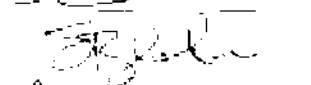

Part time staff shall be covered by the following articles in the Collective Agreement:



Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 (including but not limited to 13.02), 14, 15 (excluding 15.01), 17, 20, 21, 22, 23, 24, 25, 26, Appendix A, LOU 1, 2, 3, 4, 6, 8, 9, and 10.

Part time staff shall not be covered by the following articles in the Collective Agreement:

Articles 13.02.09, 16, 18, 19.

Signed at Sault Ste. Marie this 17th day of November, 2023.

OF THE U.S.

Blaney


Darrell


FOR THE DSSMSSAB


Manteloclar
