

AGREEMENT

between

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

-and-

**LOCAL NO. 67 - DAY CARE GROUP
CANADIAN UNION OF PUBLIC EMPLOYEES**

June 1, 2012 to May 31, 2015

INDEX

<u>Article</u>		<u>Page No.</u>
1	Purpose	1
2	Scope	1
3	Union Security	2
4	Negotiating & Grievance Committee	2
5	Bulletin Boards	3
6	Management Rights	3
7	No Discrimination	4
8	Grievance Procedure	4
9	Arbitration	5
10	No Strikes or Lockouts	5
11	Seniority	6
12	Vacancies and Reduction in Workforce	8
13	Transfer to Supervisory Positions	9
14	Leave of Absence	9
15	Regular Hours of Work & Working Conditions	10
	Offense Declaration	11
	Mandatory Membership	11
16	Vacations with Pay	12
17	Paid Holidays	13
18	Welfare Plan	14
19	Sick Leave	16
20	Pensions	18
21	Safety Provisions	18
22	Car Allowance	18
23	Wages	18
24	Technological Change Clause	19
25	Termination Clause	19
	Appendix "A" Wages	21

Letters of Understanding:

1	Joint Consultation Committee	22
2	Amendment Article 19:08	23
3	Christmas Shutdown	24
4	Call Out Procedures	25
5	Leave of Absence - Emergency	26
6	Paid Approved Union Leave	27

THIS AGREEMENT MADE AND ENTERED

INTO THIS 1ST DAY OF

JUNE 2012

BETWEEN

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

(Hereinafter referred to as the "Employer")
of the first part

- AND -

**LOCAL NO. 67 (DAY CARE GROUP) CANADIAN UNION OF
PUBLIC EMPLOYEES**

(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

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

2:00 SCOPE

2:01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Corporation of the City of Sault Ste. Marie at its Municipal Day Care Centres save and except assistant supervisors, persons above the rank of the assistant supervisors, and employees in bargaining units for which any trade union held bargaining rights as of May 30, 1994.

2:02 When new jobs are established which are to be excluded from the bargaining unit the Employer will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one (1) month of this notification the Employer 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 Definitions of Employees

Regular Full-Time employees are those employees who are regularly scheduled to work thirty-five (35) hours per week.

Regular Part-Time employees are those employees who on average are regularly scheduled to work twenty-four (24) hours per week or more.

Supply Staff are those employees who do not normally have a pre-determined schedule but who are called in on an "as-needed" basis or to replace regular full-time or regular part-time employees.

3:00 UNION SECURITY

3:01 All employees of the Employer, 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 Employer shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.

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

3:03 The Employer agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home addresses and home phone numbers of all employees from whose wages the deductions have been made.

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

4:00 NEGOTIATING AND GRIEVANCE COMMITTEE

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

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 Employer's premises in order to investigate or assist in the settlement of grievances.

4:03 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) stewards one of whom shall represent the Supply Staff, from among its members.

4:04 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of any two (2) of its three (3) stewards.

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 Employer and such persons shall not absent themselves from their regular duties without obtaining prior approval from their immediate supervisor.

The Employer agrees to maintain the pay of two (2) employees 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 Employer in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the Employer in writing of any changes in such Committee members.

4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the committee are outlined in the letter appended to this Collective Agreement entitled Joint Consultation Committee - Terms and Conditions.

5:00 **BULLETIN BOARDS**

5:01 The Union shall have the use of the bulletin boards in staff rooms for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the Union and such postings shall be removed only by an authorized representative of the Union.

6:00 **MANAGEMENT RIGHTS**

6:01 The Union agrees that the management of the workplace and the direction of the working forces are vested exclusively with the Employer. Subject to the provisions of this agreement, the Employer 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 Employer 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 Employer.

6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

7:00 **NO DISCRIMINATION**

7:01 The Employer, 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 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Employer by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on work time, and no meetings on the work premises except with the permission of the Employer.

8:00 **GRIEVANCE PROCEDURE**

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

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

Complaint Stage

The Employee shall first notify and discuss with the Manager their concern. It is understood that any resolution at this step is without precedent or prejudice. Failing resolution of the matter within (3) working days of the verbal response from the Manager, the employee may submit a written grievance to be processed as follows:

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Department Head. The Department Head 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 5 working days of receipt of the Step I reply request a hearing by the Commissioner of Human Resources or representative. The Commissioner of Human Resources or representative shall render a decision within five (5) working days of the hearing.

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

8:02 Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

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

8:04 Whenever the Employer deems it necessary to discipline an employee, the employee will be advised in advance. The employee may request the presence of a Union steward at the disciplinary meeting if she/he so wishes. A copy of the written confirmation of discipline will be provided to the Union.

9:00 ARBITRATION

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

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

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

10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the Employer 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 Employer for the duration of this agreement.

11:00 **SENIORITY**

11:01 Seniority shall commence and accumulate from the date on which the employee last commenced work with the Employer. Supply Staff shall accrue seniority on the basis one (1) year equals one thousand, six hundred and seventy-three (1,673) hours of work at regular rates of pay.

11:02 A new employee shall be on probation until he or she has worked a period of six (6) months and paid according to the salary schedule for the job. Supply Staff shall be on probation until he or she has worked a total of eight hundred and forty (840) hours at regular rates of pay.

During the probation period an employee shall be subject to rights under the grievance procedure except that an employee may be terminated based on a lesser standard of performance than required for an established employee.

If retained after the probation period such employee's seniority shall be dated from the day he or she commenced work.

11:03 An up to date seniority list shall be posted on the appropriate bulletin boards in January of each year. Separate seniority lists shall be provided for:

- (a) full time and regular part time staff, and
- (b) supply staff.

An employee on the supply list who becomes established in a full time or regular part time position shall have their seniority date established based on one (1) year equals one thousand, six hundred and seventy-three (1,673) hours of work at regular rates of pay.

The seniority list(s) will be considered correct unless the employee disputes the accuracy of the list within thirty (30) days from the date the list(s) were posted.

11:04 The Employer agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During such period of layoff an employee shall continue to accrue seniority for a period up to twelve (12) consecutive months but shall not be entitled to any other benefit except the right of recall to work.

11:05 It is understood and agreed that in all cases of promotions to a higher job class, decreases in forces and recall after layoffs, the following factors shall be considered:

- (1) qualifications to perform the work,
- (2) seniority.

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

11:06 A temporary vacancy is defined as a vacancy scheduled to be less than twelve (12) months in duration.

11:07 In the event an employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06 such employee shall become established and entitled to all the benefits under this collective agreement.

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

1) the employee voluntarily quits their employment;

2) the employee is discharged for proper cause;

11:08 3) the employee fails to report to work within fifteen (15) days after being notified by registered mail to return to work following 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 Employer agrees to provide at its cost all benefits set out in Article 18:00;

ii) at the end of such twelve (12) month period the employee will be responsible for the total cost of all benefits set out in Article 18:00;

iii) the Employer 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 Workers' Compensation is paid, subject to the following conditions:

i) during the first twenty-four (24) months of such absence the Employer will provide at its cost all benefits set out in Article 18:00;

ii) at the end of such twenty-four (24) month period the employee will be responsible for the total cost of all benefits set out in Article 18:00;

- iii) the Employer agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.
- 6) (a) an employee with less than five (5) years service is absent from work for a period in excess of twelve (12) calendar months due to a layoff;
- (b) an employee with more than five (5) years service is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

12:00 VACANCIES AND REDUCTION IN WORKFORCE

12:01 When permanent vacancies occur in a full time or regular part time position, the Division will first consider those permanent employees who have notified the Manager of Day Care in advance and in writing of their interest in such positions. It shall be understood that a permanent employee successful to the vacancy will:

Assume the shift selection of the position filled.
Rebook their scheduled vacation if it conflicts with the scheduled vacation of employees within the facility the position is filled

If such vacancy is not filled by the Division from amongst the permanent employees, the senior available qualified supply staff employee will be contacted to fill the vacancy. In the event the senior supply staff employee is not available, then the next most senior available qualified supply will be contacted and so on until the vacancy is filled.

12:02 In the event no supply staff employee is available to fill a permanent vacancy, the Employer retains the right to hire additional employees.

12:03 In the event of a reduction in workforce, the full time and regular part time employees will revert to the supply list and be provided the first opportunity for any work that becomes available for which they are qualified to perform.

An employee on the supply list who has declined three (3) consecutive calls to work shall be removed from the Supply List and shall no longer be considered to be an employee. A Supply employee may request an absence from Supply work for a maximum period of ninety (90) full work days in any calendar year. All requests for absence of greater than five (5) shifts from the Supply Call Out list shall be made in writing to a Supervisor no less than two (2) work days in advance of the requested absence. Subject to the preceding, a Supply employee who is unavailable for work and who has not been approved for an absence from the Supply Call Out list shall be removed from the list and shall no longer be considered to be an employee.

12:04 When a supply staff employee is moved to a permanent vacancy in a full time or regular part time position, he/she will be on a trial period for three (3)

months and if performance is not satisfactory to the City during this period he/she will revert back to supply staff list. During such trial period the employee shall have the right to revert to the supply staff list.

13:00 TRANSFER TO SUPERVISORY POSITIONS

13:01 The selection or appointment of employees for Supervisory positions, or for positions not subject to this agreement, is not governed by this agreement, but if an employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

14:00 LEAVE OF ABSENCE

14:01 The Employer may, at its discretion, grant leave of absence without loss of seniority or occupational classification and without pay for a mutually agreed period to any employee requesting such leave for a good and sufficient cause. Where possible the application for the leave of absence shall be submitted at least one (1) month prior to the date of leave. The Manager of Daycares or designate shall respond to such request within five (5) working days from receipt of the application.

14:02 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) workings day shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law.

Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined per part (b) sections (i) and (iii) below.

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

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person:

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act; ("conjoint").

14:03 An employee seeking further training, to be used in the service of the Employer may be granted, if approved by the Employer the necessary leave of absence to pursue his aim, and may be granted a subsistence allowance.

14:04 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 two (2) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14:05 Notwithstanding the length of service of an employee the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

14:06 The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between his normal earnings and the payment he receives for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

15:01 The regular hours of work for all full-time employees covered by this agreement, shall be seven (7) hours per day, thirty-five (35) hours per week. Employees will be give one fifteen (15) minute coffee break either forenoon or afternoon.

15:02 A regular employee shall be entitled to a minimum of four (4) hours straight pay at the appropriate rate when called out to work overtime.

15:03 All hours worked outside the regular hours, when authorized by the Manager, shall be paid for at time and one-half (1 1/2) the employee's regular rate of pay, or shall be given time and one-half (1 1/2) off with pay at a time mutually agreeable to the employee and his supervisor.

There shall be no carry over of accumulated overtime from year to year.

15:04 Daily Planning

Each day care teacher shall be allowed a minimum of one-half (1/2) hour per week, without loss of pay, as preparation time to plan daily activities.

15:05 Offence Declaration

Each daycare teacher will be required to complete and submit the City's "Offence Declaration" form by September 30th of each year at no cost to the employee.

15:06 Mandatory Membership (College of Childhood Educators)

There will be no requirement for any bargaining unit member to become a member of a professional College or other governing work related body unless required by a ministry directive, regulation or legislation.

All Day Care teachers covered under this collective agreement must obtain and maintain membership within the College of Early Childhood Educators in order to be employed as a City Day Care Teacher.

The City will reimburse full-time qualified ECE and qualified ECE Supply Staff (10 month Best Start assignment or Supply Staff beginning the year in a long term assignment) the applicable membership fees upon receipt of proof of membership payment.

Other Supply Staff will have a percentage reimbursement based on the number of hours worked during the current calendar year. Proof of membership payment is required.

Failure for any City ECE employee to maintain membership will result in immediate suspension and possible discharge. It is understood that an employee will have their employment terminated if valid proof of membership is not provided within sixty (60) calendar days.

15:07 With regards to absences due to vacation (at least one week) and Maternity/Parental Leaves known in advance only and where operationally feasible, employees may request a "shift change" at their present location provided the following:

1. Employees wanted shift changes as a result of scheduled vacations will provide to their supervisor a written request of such change by March 31st of that calendar year.
2. Employees wanting shift changes as a result of a Maternity/Parental leave will provide to their supervisor a written request of such change at least one month prior to the commencement of the leave.

15:08 City will provide a minimum of four (4) staff meetings in addition to a maximum of three (3) paid professional development days per year which include where possible supply staff for P.D. days.

16:00 VACATIONS WITH PAY - (FULL TIME EMPLOYEES)

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

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

- 16:02 (i) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive two (2) weeks plus one (1) day annual vacation at their regular rate of pay.
- (ii) All employees who are in their third (3rd) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.
- (iii) All employees who are in their fourth (4th) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.

16:03 All employees who have completed five (5) years of service but less than ten (10) years of service shall be allowed three (3) weeks vacation at their regular rate of pay.

16:04 All employees who have completed ten (10) years 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 fifteen (15) years of service but less than twenty (20) years shall be allowed five (5) weeks annual vacation at their regular rate of pay.

16:06 All employees who have completed twenty (20) years of service but less than thirty (30) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

16:07 All employees who have completed thirty (30) years of service or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.

16:08 An employee may accumulate his annual vacation over a two (2) year period, with the Commissioner of Human Resources approval.

16:09 The application to carry over holidays from one (1) year to another must be submitted in writing to the Commissioner of Human Resources 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 holidays during the year must be submitted in writing to the supervisor before January 15th in each year. Employees shall be given the

opportunity of stating their preference for their vacation period according to length of service.

16:12 Vacations - Supply Staff

Commencing June 1, 1995, Supply Staff will begin accumulating their hours worked for the purposes of computing vacation pay. Such vacation pay is to be credited on the basis of the Supply Staff moving up the full-time vacation grid as the hours worked equate to full-time employees (e.g. one thousand, six hundred and seventy-three (1,673) hours worked equals one (1) year.

17:00 PAID HOLIDAYS

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

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

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the Employer 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- 1/2) their regular rate of pay for all hours worked in addition to the holiday pay.

18:00 **WELFARE PLAN**

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

- Semi-Private;
- Extended Health Care
 - Effective 1st of the month following ratification of the Memorandum of Settlement increase vision Care amount to \$325.00/ 24 month and effective February 1, 2014, increase to \$350/24 month. (Note – this amount can be used for laser eye surgery.)
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthotics & orthopedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

Maximum of \$1,000 (effective 1st of the month following ratification of the memorandum of Settlement) per calendar year for any combination of the following services:

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 Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, two thousand five hundred dollars (\$2,500 limit), at current O.D.A. rates, minus one (1) year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full E.I. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

- a) Extended Health Care - 1st day of the month following date employed.
 - b) Dental Plan - 1st day of the month following completion of three (3) months service.
- 12 Month Pregnancy/Parental Replacement Supply Staff Employees – Limited Benefit Coverage

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

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

- **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:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.
 1. Drug plan capped at \$1100 per annum and increase to \$1200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; effective 1st of the month following ratification of the Memorandum of settlement \$10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1000 per annum cap.
 2. Effective 1st of the month following ratification of the Memorandum of Settlement paramedical capped \$750 per annum.
 3. Effective 1st of the month following ratification of the Memorandum of Settlement Vision Care - \$250/24months. No eye examination coverage.
 4. No coverage of medical items.
- 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 City and the Union agree that a group life insurance plan providing benefits of one and one-half (1 1/2) times basic salary shall be in effect. This plan to cover full-time employees only with a three (3) month waiting period for new employees. The cost of this plan to be paid one hundred (100%) by the City.

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 ten thousand (\$10,000) dollars Group Life Insurance up to age 65, one hundred (100%) percent of the cost to be paid by the employee.

18:05 All Regular Full-Time Employees covered by this agreement shall be provided with a Long Term Disability Plan, one hundred (100%) percent of the cost to be paid by the Employer.

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 day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

Coverage shall be in accordance with the terms and conditions of:

Great West Life Assurance Co. Policy 320925 (Life Ins.)
Great West Life Assurance Co. Policy 320925 (L.T.D.)

18:07 The Employer agrees to cover the payment of premiums for Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age sixty-five (65) or until assistance is available from another source if it is before age sixty-five (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 City informed of changes in his marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of his status for the purpose of insurance and medical coverage.

18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction in premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.

19:00 SICK LEAVE

19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illnesses covered by the Workers' Safety Insurance Board (W.S.I.B.).

19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate during any period of

absence without pay of thirty (30) days or more, nor during any period for which sick leave is paid.

Regular Part-Time Employees will have their sick leave entitlement pro-rated according to their hours worked in comparison to a Regular Full-Time Employee.

- 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 Employer 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 (250) working days.
- 19:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 19:07 No member shall draw during his active service with the City, accumulated sick leave benefits if his absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Employer.
- 19:08 An employee in receipt of Workers' Safety Insurance Board (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 his normal salary or wages is deducted from his unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the W.S.I.B. shall be deposited with the City.
- 19:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit his employment unless the employee has prior written permission from the Commissioner of Human Resources to take other employment.
- 19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the Employer and each employee may at reasonable times check his current balance.
- 19:11 The City shall effective the first of the month following ratification of the Memorandum of Settlement by the parties, pay up to forty dollars (\$40) for the completion of a City medical form when requested by the City. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Effective May 1st, 2014, increase reimbursement of a City requested medical form to forty-five (\$45).

20:00 **PENSIONS**

20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1, 1966.

21:00 **SAFETY PROVISIONS**

21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The Employer will make all reasonable provision for the safety and protection of the health of the employees.

22:00 **CAR ALLOWANCE**

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

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

22:03 When the said voucher is approved, the City will pay to the employee; a car allowance of fifty one (\$0.51) cents (effective 1st of the month following ratification of the Memorandum of Settlement) for each kilometer traveled on Employer business, increased to fifty two (\$0.52) cents effective May 1, 2013 and increase to fifty three (\$0.53) cents effective May 1, 2014. The City agrees that where possible payment for mileage will be made by the 12th of the month.

22:04 It is the employee's sole responsibility to insure his 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 Employer business.

23:00 **WAGES**

23:01 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".

23:02 All employees will progress to the next higher applicable rate on the pay period closest to their anniversary date of hiring.

23:03 The established 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.

23:04 Each employee on a job shall be assigned to the applicable starting, intermediate or standard rate for the job on the basis of work on the job with

the progression from one (1) applicable rate to be at intervals of work as specified in Section 23:02 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.

23:05 Temporary Transfer

Employees may indicate, in writing to the Employer their desire to transfer between work sites should an opening, either temporary or permanent, occur.

24:00 TECHNOLOGICAL CHANGE CLAUSE

24:01 In the event changes are required due to technological change, the Employer agrees to discuss the proposed changes with the Union prior to implementing such changes.

25:00 TERMINATION CLAUSE

25:01 This agreement shall be effective from June 1, 2012 and shall remain in effect until May 31, 2015 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.

25:02 Notice that amendments are required shall only be given within a period of not more than ninety (90) days or less than thirty (30) days prior to the expiration date of this agreement or any anniversary date of such expiration date.

25:03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the _____ day of _____, 2012 at Sault Ste. Marie, Ontario.

FOR THE UNION

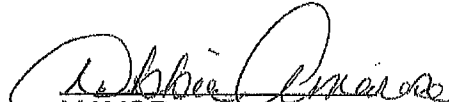

PRESIDENT, CUPE LOCAL 67


RECORDING SECRETARY,
CUPE 67


GROUP VICE-PRESIDENT,
CUPE 67


CUPE NATIONAL REPRESENTATIVE

FOR THE CITY


MAYOR


CITY CLERK

APPENDIX "A"

MUNICIPAL DAY CARE WAGES

JUNE 1, 2012

<u>JOB TITLE</u>	<u>RATES OF PAY</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Day Care Teacher	\$ 26.15	\$ 27.16	\$ 28.11
Cook	\$ 21.24	\$ 22.25	\$ 23.22
Supply Teacher	\$ 26.15		

JUNE 1, 2013

<u>JOB TITLE</u>	<u>RATES OF PAY</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Day Care Teacher	\$ 26.67	\$ 27.70	\$ 28.67
Cook	\$ 21.66	\$ 22.70	\$ 23.68
Supply Teacher	\$ 26.67		

JUNE 1, 2014

<u>JOB TITLE</u>	<u>RATES OF PAY</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Day Care Teacher	\$ 27.20	\$ 28.25	\$ 29.24
Cook	\$ 22.09	\$ 23.15	\$ 24.15
Supply Teacher	\$ 27.20		

LETTER #1

JOINT CONSULTATION COMMITTEE

TERMS AND CONDITIONS

The City of Sault Ste. Marie at its Day Care Centres and Local 67, 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 consist of two (2) representatives of each party to deal with matters of mutual concern relating to the work place.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two (2) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ²⁰¹⁵ 2012.

FOR THE UNION

Rh Silver
Marie Piro
S. Bourck
OM Bide

FOR THE CITY

[Signature]
[Signature]
[Signature]

LETTER #3

LETTER OF UNDERSTANDING
THE CITY OF SAULT STE. MARIE
&
C.U.P.E. LOCAL 67 DAY CARE GROUP

Christmas Shutdown

Employees will be permitted to select one of the following methods to cover this time off:

- (i) Time can be taken as vacation.
- (ii) Time can be taken as lieu time.
- (iii) Time can be taken as an unpaid leave of absence.
- (iv) The City will continue with the practice of a maximum of three (3) Professional Development Days per calendar year.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ²⁰¹³~~2012~~.

FOR THE UNION

R. Silver
Maria Piro
S. Bourck
DM Brode

FOR THE CITY

[Signature]
R. Apostle
[Signature]

LETTER #4

LETTER OF UNDERSTANDING

THE CITY OF SAULT STE. MARIE

&

C.U.P.E. LOCAL 67 DAY CARE GROUP

LEAVE REPLACEMENT AND SUPPLY STAFF: CALL OUT PROCEDURES

- a) Long Term Leaves are defined as Maternity Leaves, Best Start 10 month Leaves and any absence known in advance to be greater than thirty (30) working days.
- b) Long Term Leaves will be offered on a seniority basis to Supply employees who have successfully completed their probationary period.
- c) Leave of thirty (30) working days or less will be considered as Short Term Leaves.
- d) Short Term Leaves will be offered on a rotational basis to Supply employees. However Short Term Leaves that are extended beyond a cumulative duration of (60) working days will at that point in time be filled accordingly by the next available Supply Staff.
- e) Supply employees accepting a Long Term Leave shall not become established pursuant to article 11:06. I.E. Supply employees who accept a Long Term Leave or consecutive Long Term Leaves of greater than twelve (12) calendar months in duration shall not become established and shall not be entitled to benefits under this collective agreement.
- f) A call of less than two (2) hours will be not counted as a shift; the employee will receive the next available shift.
- g) An employee who accepts a Long Term Leave must complete such leave.
- h) An employee has the right to refuse a Long Term Leave and will not be penalized. The employee will be offered the next Long Term leave.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ²⁰¹³2012.

FOR THE UNION

Phil Silver
Maria Piro
J. Bourck
D McBude

FOR THE CITY

[Signature]
[Signature]
[Signature]

LETTER #5
LETTER OF UNDERSTANDING
THE CITY OF SAULT STE. MARIE
&
C.U.P.E. LOCAL 67 DAY CARE GROUP

LEAVE OF ABSENCE - EMERGENCY

Requests for Emergency Leaves will be considered in conjunction with the provisions of the Employment Standards Act.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ²⁰¹³2012.

FOR THE UNION

Bh Silver
Maria Pino
S. Bauerck
DM Budo

FOR THE CITY

[Signature]
[Signature]
[Signature]

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

C.U.P.E. LOCAL 67 DAY CARE GROUP

PAID APPROVED UNION LEAVE

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

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

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

The parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

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

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

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

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

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

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

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 City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

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

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ²⁰¹³ 2012.

FOR THE UNION

Rh. Schier
Maria Pino
S. Bourck
O. McBride

FOR THE CITY

[Signature]
W. Apostle
[Signature]