

AGREEMENT

between

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

-and-

AMALGAMATED TRANSIT UNION (LOCAL 1767)

February 1, 2015 to January 31, 2019

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AGREEMENT

Made and entered into this 1ST day of February 2015

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter called the "City")
of the first part

-AND-

AMALGAMATED TRANSIT UNION (Local 1767)

(Hereinafter called the "Union")
of the second part

WITNESSETH that in the operation of the lines of the Transit system both parties mutually agree as follows:

ARTICLE 1:00 PURPOSE

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

ARTICLE 2:00 RECOGNITION - UNION DUES

2:01 The City recognizes the Union as the exclusive collective bargaining agent for all those employees in the classification of Operator and hereby consents and agrees to negotiate with the Union or any authorized committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

2:02 All Operators will join the Union after thirty days as a condition of employment subject to the probationary period in Article 9:01.

2:03 The City will deduct, from the wages of each employee, on completion of thirty days of employment, the current monthly union dues as set out from time to time, and remit same to the Union.

2:04 The City will be held free of liability in the event of omissions or in the event of incorrect deduction of union dues.

ARTICLE 3:00 DISCRIMINATION

- 3:01 The City and the Union agree not to discriminate against any employee because of their membership in the Union nor for any reason set out in the Ontario Human Rights Code.
- 3:02 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used wherever the contract so requires.

ARTICLE 4:00 HEALTH & SAFETY

- 4:01 All employees shall work in accordance with the Occupational Health & Safety Act and Operators shall obey the orders of the Dispatcher and/or Supervisor to ensure the system is at no time impaired. Employees shall report health and safety concerns to the Inspector.

ARTICLE 5:00 MANAGEMENT

- 5:01 The Union acknowledges and recognizes that the management of the transit system and the direction of the working forces are fixed exclusively with the City, except as specifically limited by the express provisions of this contract, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 5:02 The Union further recognizes the right of the City to operate and manage the City business in all respects in accordance with its commitments and responsibilities.
- 5:03 The Union further recognizes the right of the City to make or alter rules and regulations from time to time which in the City's discretion are deemed necessary for the safe, continuous, effective, and efficient, operation of the services. The City will advise the Union Representatives of such rules and regulations, or changes to rules and regulations, prior to the implementation of such rules or regulations. No such rule or regulation shall be inconsistent with the terms of this agreement.
- 5:04 The City agrees to give the Union as much notice as possible as determined within the sole discretion of management of the City of the implementation of any major technological change which will result in lay-offs or termination of employees covered by this contract.
- 5:05 The Union Negotiating Committee shall be made up of three (3) members of ATU Local 1767 and an International Representative. The Corporation shall pay the ATU members (our employees) their shift value for any day during which Contract Negotiation meetings take place with the Transit Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid. The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur. No overtime premium can be created for a member of the Union Negotiating Committee by working a regularly scheduled shift in a pay week in which negotiations occur.

5:06 The City recognizes the Legislative Representative of the Union in the performance of his legislative duties. The work of the Legislative Representative will be at no cost, and at no time lost to the City.

It is understood that when a designated representative of the Union is requested to attend with an employee at a meeting with the Employer to discuss a disability accommodation plan, such representative shall not suffer a loss of wages for the time attending such meeting.

5:07 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 such Committee will be established by the parties.

5:08 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or similar work and to the degree now performed by employees represented herein. Provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

5:09 The City will provide one (1) bulletin board in the main Transit Building and one (1) bulletin board in the Transit Terminal building in areas accessible to employees for the posting of Union notices.

ARTICLE 6:00 DISCIPLINE

6:01 The following regulations are agreed upon as to discipline. Any employee against whom charges may be received will be required to report when off duty to the Supervisor Transit Operations. His case will then be considered by the proper officials of the City and will be dealt with in accordance with the following principles:

- (1) For minor cases the employee is to be warned. After two warnings, a minor case becomes a serious case.
- (2) For serious cases, including drunkenness, drinking while on duty, drinking in uniform or drinking on buses, destruction of property, accidents through carelessness or neglect, missing fares through neglect, carrying friends free, incivility to passengers, profanity on buses, or on the premises of the Transit Department, the employee may be disciplined or released from further service.
- (3) For absenting themselves from duty without leave or being absent without leave the employee may be released from further service.
- (4) For habitually reporting late, or habitually gambling on the premises after being duly warned, or for abuse of Employer's passes, the employee may be released from further services.

6:02 No Operator shall be dismissed without just cause. A proper investigation will be held with the employee and their union Representative by the Manager of Transit & Parking or the designate. The Operator will be advised, in writing, of the charges against them and the time and place of the investigation. The Operator in question shall be advised of the decision within five (5) working days.

6:03 Should the Operator in question not be satisfied with the decision rendered, the employee shall have the right to appeal through the grievance procedure of this agreement.

ARTICLE 7:00 GRIEVANCE PROCEDURE

7:01 Should a dispute arise between the City and any employee(s) regarding the interpretation, meaning, operation or application of the terms of the Agreement including any questions as to whether a matter is arbitratable or where an allegation is made that the Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner providing such grievance is established within 15 calendar days of the occurrence of the facts or events which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps.

COMPLAINT

Grievances shall first be dealt with as a complaint.

It is understood that there is no grievance until the Manager of Transit Services or representative has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

STEP I The employee, who may be assisted by a representative of the Union, shall discuss the case with the Area Coordinator Transit & Parking. Such discussion shall take place within ten (10) days of receipt of the grievance. The Area Coordinator Transit & Parking shall render their decision within five (5) calendar days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached at Step I, it may, within ten (10) calendar days of receipt of the reply at Step I, request a hearing by the Manager of Transit & Parking, or the designate. Such hearing will be held within fifteen (15) days of the request. The request will state the reason or reasons the answer at Step I was unsatisfactory and in what manner the City's interpretation of the contract clause is disputed. The Manager of Transit & Parking or their representative shall render a decision within five (5) calendar days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached at Step II, it may within ten (10) calendar days of receipt of the reply at Step II, request a hearing by the Commissioner of Human Resources, or the designate. Such requests shall state the reason or reasons the answer at Step II was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or the designate shall render a decision within five (5) calendar days of the hearing.

STEP IV If the Union considers that a satisfactory settlement was not reached at Step III, it may, within ten (10) calendar days of receipt of the Step III reply, request a hearing by the Chief Administrative Officer. Following this meeting the Chief Administrative Officer shall render a decision within ten (10) calendar days of the hearing.

7:02 GENERAL GRIEVANCE

If a dispute arises directly between the City and the Union regarding the general interpretation, application or alleged violation of the terms of the collective agreement, either the Union or the

City may file a grievance commencing at Step III of the grievance procedure provided a written grievance is filed within fifteen (15) calendar days of the occurrence of the incident giving rise to the dispute. The grievance shall provide the particulars of the incident, the clause(s) of the collective agreement allegedly violated, and the redress sought.

7:03 The time limits fixed in the Grievance procedure must be observed unless extended by mutual agreement between the parties.

7:04 NO STRIKES OR LOCKOUTS

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

ARTICLE 8:00 ARBITRATION PROCEDURE

8:01 If the Union considers that a satisfactory settlement was not reached at Step IV of the Grievance Procedure, it may, within ten (10) calendar days of receipt of the Step IV reply, request that the grievance be referred to arbitration in accordance with the Labour Relations Act of Ontario. A Board of Arbitrators shall not alter, modify or amend any part of the Agreement or make any decision inconsistent with its provisions. However, the Board shall have the power to dispose of a discharge or discipline grievance in a manner which in its opinion, it deems just and equitable. The decision of the Board may be made retroactive to the day when the employee first placed the question before the City by filing of a written grievance.

Each of the parties hereto will bear the expense of its appointed Nominee to the Board of Arbitration and the parties will jointly bear the expense of the Chair of the Arbitration Board.

The time limits fixed in the Arbitration Procedure must be observed unless extended by mutual agreement of the parties.

ARTICLE 9:00 PROBATIONARY PERIOD

9:01 For new employees there shall be a probation period of one hundred and sixty (160) hours for the initial operator training period and one thousand and forty (1,040) hours in active service. If the new employee is not satisfactory and/or does not show aptitude for the work, the employee may be released at any time within that limit without constituting a cause for grievance.

ARTICLE 10:00 SENIORITY

10:01

- (a) Seniority rights of Operators will be exercised only as provided in this Agreement.

The right to pick a regular posted assignment shall be governed by seniority. Where such assignments have two complete shifts, the Operators assigned to such assignments shall alternate shifts a week about. Regular assignments, as designated by the Employer, shall be runs which require approximately a standard work week of not less than forty (40) hours. An employee performing a regular assignment shall have their pay reduced by any part of the assignment not performed by the employee.

Any route changes that affect run duration will be deferred until the next formal pick.

Operators shall make their choice of assignments according to seniority. Such assignments are to take effect the first Sunday which starts a pay period in the months of March, June, September and December. Operators will select such assignments during the third week prior to the effective date of the pick. Operators will make their picks by seniority as follows:

Tuesday - Operators	1 - 12
Wednesday - Operators	13 - 24
Thursday - Operators	25 - 36
Friday - Operators	37 - 48
Saturday - Operators	49 - 60
Sunday - Operators	61 - end

Pick periods will be scheduled at 40 minute time intervals until 4:00 P.M. of the pick day. If an Operator fails to pick an assignment as scheduled, such Operator will be assigned to the spareboard. If an Operator is off sick or on compensation at the time of the pick, the Operator shall present proof at the designated pick time, by a medical practitioner that the Operator will be able to return to work within 30 days of posting of the pick in order to exercise the Operator's pick privileges. If the Operator fails to return to work within 30 days of the Operator's designated pick time, upon the Operator's return, the Operator will be assigned to the spareboard for the duration of the pick.

Regular assigned Operators will be allowed to forfeit without pay, a two (2) hour lunch relief assignment (or such longer period that is a lunch relief assignment) when that assignment is their only assigned work for that day. Upon picking their run assignment, they will sign a form stating that they do not wish to work the assignment in question for the duration of the pick.

- (b) Operators scheduled to work greater than five (5) consecutive hours will be provided a thirty (30) minute paid lunch period.

10:02 The seniority rank of Operators entering the service will be determined by the hour and date first service is performed for which pay is received under this Agreement, without instruction. In establishing the first seniority roster it is understood that only the service performed for the Transit Department by the individual Operators will be considered. A current seniority roster will be posted February 1st each year. Any protest in seniority rosters must be made in writing within thirty (30) days from time of posting or no further action will be taken. Current seniority

rosters and other information relative to seniority or leave of absence will be furnished to the Union representative.

10:03 Seniority is an exclusive right and under the jurisdiction of Local 1767 of the ATU. All employees shall hold their seniority in accordance with their continuous employment with the Corporation of the City of Sault Ste. Marie Transit Services.

Top 3 Spareboard Operators (not on Sick Leave or WSIB) may choose to start their work week on Monday. Their choice will be in effect for the duration of the pick. If a Relief Inspector occupies one of these positions, it will be passed down to the next senior Spareboard Operator. Relief Inspector's days off will be assigned at the discretion of the Scheduler.

When Spareboard Operators are required, the senior operator in point of service will be called for duty, and will be paid a minimum of two (2) hours. The employee will be paid for all time worked, computed on the closest 5 minute basis. Where practical, and where no added costs to the Employer are incurred, rest days will be assigned in consecutive pairs.

An Inspector will be allowed to cover emergency work until an Operator reports for duty.

When an Operator who is on a regular picked run is called out from home to report for work within the hour, the employee will be paid a 4 hour minimum call out. Such call out hours will not be used in the calculation of overtime under Article 11:00.

10:04 When a spare Operator is called and not available for work, the next in point of service will be called and so on until the vacancy for a spare Operator is filled. Spare Operators who have been called and are not available shall lose their turn.

10:05 The City will select the Operators to be sent on charter trips outside the City limits.

10:06 When forces are reduced, Operators shall be taken off in the reverse order of seniority and will retain all rights and privileges. Operators furloughed on account of reduction in forces will be privileged to work elsewhere and retain their seniority. They must maintain on record with the City their correct address and renew same every thirty (30) days. Operators will be called back to service in seniority order according to the following procedure.

The City will advise each Operator to be recalled by registered mail or telegram. A copy of such recall notice will be furnished to the Union representative. An Operator receiving such notice will acknowledge receipt of same by registered mail or telegram within seven (7) days, advising the City that the employee will be available for service, which date must not be later than fifteen (15) days from the date the City forwarded recall notices. In extenuating circumstances the fifteen (15) day time limit may be extended at the discretion of the Manager of Transit & Parking. Furloughed Operators failing to comply with these regulations will forfeit their seniority rights and be considered as out of service.

10:07 An operator appointed to a position not governed by this Agreement provided the appointment is less than six (6) consecutive months, shall have the right to return to their position as Operator without loss of seniority.

- 10:08 An employee's employment shall be considered terminated and their seniority cancelled when:
- (a) the employee quits their employment, or
 - (b) the employee is discharged for cause, or
 - (c) the employee overstays a leave of absence without reasonable cause.
- (d) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident:
- (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in articles 16:01 and 16:02.
 - (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 Articles 16:01 and 16:02.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (b) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:
- (i) During the first 24 months of such absence the City will provide at its cost all benefits set out in Articles 16:01 and 16:02.
 - (iii) At the end of such month period such employee will be responsible for the total cost of all benefits set out in Articles 16:01 and 16:02.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (e) It is understood that the provisions of 10:08(d)(a)(iii) and 10:08(d)(b)(iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

ARTICLE 11:00 LEAVE OF ABSENCE

11:01 An Operator held off duty to attend court, or inquests, or investigations, or subpoenaed as a Crown witness, in which the Operator is not implicated shall be paid for time lost and reasonable actual expenses. This clause applies only to circumstances occurring while on duty.

11:02 All Employees covered by this Agreement, if called for Jury Duty, will be paid the difference between Jury Duty pay and their regular wages, by the City, for the hours they would normally have been scheduled for work. The employee will present proof of Jury Duty and the amount of pay received.

- 11:03 Any Operators serving on a committee representing Operators as employees shall not be discriminated against, and shall have leave of absence upon request to serve on such committee. Such a request shall be made at least 24 hours in advance.
- 11:04 The City may grant, in writing, a leave of absence without loss of seniority and without pay for a period of up to 6 months to any Operators requesting such leave in writing for a good and sufficient cause. For leaves of absences greater than 6 months, the Letter of Understanding dated March 2, 1988, shall apply.
- 11:05 Any Operator having been absent in excess of five (5) days in succession, thereby forfeits all rights with the City except in the case of sickness, or when leave of absence has been granted. No leave of absence shall be extended to exceed six (6) months, nor reinstatement made after six (6) months continuous absence, except in case of sickness or on active service during war period.
- 11:06 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) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law. Leave of absence without loss of pay for four working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under 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 son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt and uncle. Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

“Spouse” means a person

- (a) to whom a 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”)

- 11:07 Notwithstanding the length of service of an employee, the Employer will provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 12:00 HOURS OF WORK AND OVERTIME

12:01 Each regularly assigned Operator will be scheduled as nearly as possible, to forty (40) hours work or held for duty hours a week and will be paid not less than eighty hours at pro rata rate in a two week pay period. Two days off each week will be consecutive whenever possible. Pay period earnings provided above will be reduced in proportion to scheduled work or held for duty hours that the Operator fails to be available for.

12:02

- (a) Ten (10) hours will constitute a day's work for all Regular Operators with the exception of those Regular Operators on Parabus assignments who will have a regular workday of eight (8) hours. Rates of time and one half to the closest 5 minutes will be paid for all:
- hours worked or held for duty in excess of ten (10) hours per day or eight (8) hours per day if a Regular Para Bus Operator;
 - in excess of 80 pro rata hours in a two week pay period;

Pay period earnings will be calculated with one-week vacation equaling 40 hours in the calculation of overtime.

There will be no pyramiding of overtime hours.

- (b) Spareboard Operators assigned to Parabus duties may work up to ten (10) hours per day at straight time.

12:03 The Overtime Call List will be posted with the regular run pick and will remain in effect for the duration of the pick. Regular operators must sign this list to be eligible to work overtime. Operators who sign off the Overtime Call List will not be eligible to sign on until they notify the Area Coordinator Transit & Parking or the designate in writing of their intent. Such Operators will have their names placed at the bottom of the Overtime List. Spareboard operators will automatically be placed on the Overtime Call List.

Operators who have signed the overtime call list will be called in seniority rotation so that overtime turns are distributed as equitably as possible. A turn of overtime will be equal to ten (10) hours worked or refused.

When an Operator is called for overtime service and fails to respond, the Operator loses their overtime turn, except those Operators on vacation, on W.S.I.B., or on paid sick leave, will not be charged a turn of overtime. Refusing short changes (less than 8 hours) or double shifting will not be recorded as a refusal.

A chart will be posted weekly for each pick period indicating the hours of overtime worked or refused by each Operator. The hours of worked or refused overtime will be active for the duration of the pick period. Any imbalances in the equitable distribution of overtime hours will be corrected as soon as practically possible.

12:04 Provided Spareboard Operators are available within the two (2) week scheduling period as determined by the Employer, and prior approval of the Employer is obtained, an Operator may request time off without pay only with the current posted assignment period up to a maximum of forty (40) hours per calendar year. This excludes requested time off without pay for "short changes" (i.e. "short changes" are 8 hours or less).

12:05 An Operator will be allowed ten minutes reporting time before a bus leaves the garage.

12:06 Regular Operators will be allowed to change their scheduled shifts daily, weekly, or for the duration of the pick. Vacation is part of the scheduled change when Operators switch for the duration of the pick.

No Operator will work more than eleven (11) consecutive shifts in order to facilitate shift changes. The shift change and the payback must be marked up together.

All shift changes involving Spareboard must be approved by the Employer three (3) days prior to change date.

12:07 Notwithstanding any other provision in the collective agreement, an Operator scheduled to perform charter work will be paid a minimum of one (1) hour and effective February 1, 2010 a minimum of two (2) hours at the applicable rate of pay.

ARTICLE 13:00 RATES OF PAY

13:01 Amend rate of pay for regular Operators and Para bus Operators as follows:

Effective the 1st full pay period following ratification of the Memorandum of Settlement by the parties, increase wage rate expired on January 31, 2015 by applying a 1.5% increase which results in a wage rate of \$25.39.

Increase wage rate by 1.5% to \$25.77 effective February 1, 2016.

Effective February 1, 2017, increase wage rate by applying a 1.5% increase which results in a wage rate of \$26.16.

Effective February 1, 2018, increase wage rate by applying a 1.8% increase which results in a wage rate of \$26.63.

A new Operator will receive the full hourly rate as soon as the employee takes over operational driving on their own.

13:02 New employees breaking in will be paid 1/2 time until judged capable of taking over operation duties on their own. Such employees will not work over ten (10) hours in one day or the normal hours in the week.

13:03 The City agrees to make payroll deductions for employees making contributions to the Northern Credit Union.

13:04 Paydays will be every second Thursday.

13:05 An Operator leaving the City's services shall be paid at the earliest practical time and shall be given a service letter over the signature of the Manager or the designate upon application, stating reasons for leaving, capacity in which the employee was employed and length of service with the City.

13.06 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

ARTICLE 14:00 SPECIFIED PAID HOLIDAYS

14:01 Regular route runs on a Specified Paid Holiday will be paid what the run would normally have paid had it not been a holiday.

Spareboard employees on a regular run will be paid what the run would pay a regular assigned Operator. Unassigned employees on the spareboard will receive eight hours pay for all Specified Paid Holidays.

The following shall be considered paid holidays:

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

* When Canada Day falls on a Sunday, it shall be considered a regular work day and the Holiday will be the Monday.

14:02 (a) An employee required to work on the day of observance of a Specified Paid Holiday shall be paid 1 ½ times their regular rate for the hours worked in addition to this holiday pay.

(b) An employee required to work on their regular day off on the day of observance of a specified paid holiday shall be paid two times their regular rate for such hours worked in addition to their holiday pay.

14:03 In order for an employee to qualify for any of the above rates of specified holiday pay an employee must have worked their last scheduled shift prior to and their first scheduled after the day on which the specified paid holiday is celebrated unless absent on authorization of the Manager or their appointee. Such authorization will not be withheld unreasonably.

Section 12:06 has no bearing on this section.

14:04 On a specified paid holiday an Operator holding a steady run which is working on that day will be required to work, except to the extent that the employee is able to arrange relief. See letter number ten (#10) for Holidays with Reduced Service.

ARTICLE 15:00 VACATIONS

15:01 When an Operator has completed one calendar year service with the City, the employee will be entitled to two (2) weeks vacation with pay at 4% of their total wages paid to the employee the previous year.

15:02 After five (5) years of continuous service the employee will be entitled to three (3) weeks vacation with pay at 6% of their total wages paid to the employee the previous year.

15:03 After ten (10) years continuous service the employee will be entitled to four (4) weeks vacation with pay at 8% of their total wages paid to the employee the previous year.

15:04 After fifteen (15) years continuous service the employee will be entitled to five (5) weeks vacation with pay at 10% of their total wages paid to the employee the previous year.

15:05 After twenty (20) years continuous service the employee will be entitled to six (6) weeks vacation with pay at 12% of their total wages paid to the employee the previous year.

15:06 Based on 12% of previous year's pay:

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

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

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

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

15:07 After thirty (30) years continuous service the employee will be entitled to seven (7) weeks vacation with pay at 14% of their total wages paid to the employee the previous year.

15:08 Vacation Selection Schedule:

- (a) Operators by seniority will select their vacation pick at scheduled times. Vacation pick periods will be scheduled at two hour intervals beginning November 1st, 7 A.M. to 5 P.M., continuing seven days a week until the first round vacation pick is completed. The second round of the vacation pick will begin the day following the completion of the first round vacation pick and will continue until completed.

Example:

November	1	Operator 1 to 5	
	2	Operator 6 to 10	1st round pick
	3	Operator 11 to 15	3 wks. selection
	14	Operator 81 to end	
		November 15	Operator 1 to 5

- 16 Operator 6 to 10 2nd round pick
- 17 Operator 11 to 15 remaining weeks

Daily time schedule:

- Operator #1 - 7 AM to 9 AM
- Operator #2 - 9 AM to 11 AM
- Operator #3 - 11 AM to 1 PM
- Operator #4 - 1 PM to 3 PM
- Operator #5 - 3 PM to 5 PM

- (b) Failure of an Operator to select their vacation pick in their scheduled time will result in the loss of their vacation pick until such time as they notify Transit Management of their desire to make their vacation picks. Upon notification to Transit Management of their desire to make a vacation pick, the Operator will be allowed to pick immediately after the Operator who is scheduled in that time frame makes their pick. The pick schedule will then continue on as scheduled.
- (c) Operators who cannot be present to select their vacation pick will be permitted to telephone their choice or leave their choice with the Supervisor Transit Operations or the designate, who will record the pick on behalf of the Operator.
- (d) The Vacation Selection Schedule will be posted October 15th each year. Operators will be responsible to check their number and time schedule for their vacation pick, as numbers and times of selection may change each year.

15:09 Should an Operator be on L.T.D., Weekly Indemnity or WSIB at the time when their annual vacation is scheduled to occur, the vacations will be rescheduled to a time mutually agreed to between the employee and their Supervisor and will be rescheduled within two weeks of return to work, from among vacation openings existing as of January 1st of that calendar year.

ARTICLE 16:00 WELFARE

16:01 The City agrees to provide the following welfare benefits to employees classified as Operator II with the City paying 100% of the premiums for such benefits:

Ontario Health Insurance Plan

Life Insurance plus A.D. & D. \$38,000.00

Weekly Accident and Sickness Benefit – Effective January 1, 2016:

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings. It is understood and agreed by the parties that in return for this benefit the full U.I.C. rebate on premiums shall be retained by the City.

Green Shield Extended Healthcare Benefit

Benefit changes effective the first of the month following ratification of the Memorandum of Settlement by the parties:

- \$9.00 drug card system (drug plan is voluntary generic substitution).

- Vision Care (eyeglass subsidy \$350.00 every two years). Amount of Vision Care can be used for Eye Vision Lasik Surgery or contact lenses.
- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Pharmacy dispensing fees capped at \$10 per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be “life sustaining”.
- Orthotics – 50% / 50% co-share.
- Orthodontic - \$2000.00.

Effective October 1, 2012 newly hired employees shall have a prescription drug plan at 90% City / 10% employee co-share.

Effective February 1, 2018 Vision Care will increase to \$400 and Orthodontic will increase to \$2500.

Cap Private Duty Nursing @ ninety (90) – eight (8) hour shifts per year.

Long Term Disability to provide 60% of an employee's basic hourly rate after 26 weeks with Canada Pension Plan as a primary offset.

Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of the settlement. Coverage shall be in accordance with the terms and conditions of Great West Life Policy #320925 Division 9.

The inclusion of the policy number is for identification only and will not affect other articles of the Collective Agreement.

- **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 \$1000 per annum. Remains 90%/10% co-insurance; \$9 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1,000 per annum cap.
 2. Paramedical capped \$500 per annum.
 3. Vision Care - \$200/24 months. No eye examination coverage.
 4. No coverage of medical items.
 5. Orthotics – 50% / 50% co share
- 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.

16:02 Employees will be provided with Green Shield Dental Plan #9 with Rider #3 (\$1,500 orthodontic limit), on the basis of one year behind current O.D.A. fee schedule.

16:03 Overage Dependent Coverage to age twenty five (25) is included in the Green Shield Extended Health Care and Dental coverage.

16:04 An employee absent on sick leave must furnish a medical certificate stating the nature of their illness if requested by Management.

An employee on sick leave for 30 days or more must furnish a certificate of physical fitness to return to duty.

The City will reimburse the employee up to \$50 for medical information requested by the Employer (The City). This does not include Great West Life forms.

16:05 An employee hurt in an industrial accident shall be paid for the scheduled time lost on the day the employee was injured at their regular rate including any overtime premium.

16:06 The City shall provide transportation pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City. It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by WSIB.

16:07 An employee who is absent from work without pay for 30 days or more shall be fully responsible for the payment of the total cost of premiums for the benefits outlined in Articles 16:01 and 16:02.

16:08 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or the number of dependents within 15 days of the change. The Corporation shall have the right to recover by payroll deduction, any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverages.

16:09 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

16:10 (a) Operator I

New Operators *hired on or after April 1, 2003* will be provided with the following welfare benefits during the first three thousand seven hundred and fifty (3,750) hours of work with 100% of the premium paid by the City:

- Prescription Drug Benefit Plan at 90/10% Co-insurance*
* Drug benefit subject to elimination of OTC's & \$8 dispensing fee cap.

- Vision Care \$100 per 24 months
- (b) While it is understood that employees in the Operator I and Operator II classifications may work on an as required basis, the inclusion of this clause is not to be interpreted as Part-Time Employees.

ARTICLE 17:00 PENSIONS

17:01 All employees covered by this Agreement will participate in the Ontario Municipal Employees Retirement System and the Canada Pension Plan in accordance with the applicable statutes. Employees may become eligible for OMERS enrolment based on the following conditions provided they do not contravene the OMERS regulations:

1. An employee shall be enrolled at “Other Than Continuous Full Time” if they work 700 hours in each of two (2) consecutive years in the third year commencing employment.
2. Upon picking a regular posted assignment (“Picked Run”) as per Article 10:01 (a) such employee shall be enrolled in OMERS as Continuous Full Time. Upon completion of the posted assignment if the operator returns to Spareboard such employee will remain enrolled as Other Than Continuous Full Time.
3. Upon working the hours identified in Article 16:10 (a) an Operator I shall be enrolled in OMERS as Continuous Full Time.

17:02 The City agrees to pay the premium for the Green Shield Extended Health Care Plan inclusive of the Card System Drug Plan from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It is understood that any improvements, or any other revisions agreed to by the parties to the Green Shield Extended Health Care Plan will be applicable to the Green Shield Extended Health Care Plan for retirees under this clause. It shall also exclude payment to any retired employee engaged in full time employment. Retirement is defined as the leaving of employment and receiving an unreduced early retirement pension from O.M.E.R.S.

(Note: Employees, who are subject to the 90% / 10% co-insurance under the Prescription Drug Plan and retire, shall only be eligible for 90% / 10% co-insurance for the Prescription Drug Plan under this clause.)

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.

The intent of this clause as it pertains to benefit entitlement is understood not to include an “OMERS Disability Pension” as defined in the OMERS Regulations.

17:03 Any employee retiring on the Company Pension Plan will be granted a lifetime pass.

ARTICLE 18:00 UNIFORMS

18:01 Employees shall be required to wear uniforms as designated by the City.

18:02 An Operator leaving the service of the City shall return the latest issue of uniforms.

ARTICLE 19:00 GENERAL RULES

19:01 An Operator will be responsible to collect and turn in any articles found in the bus.

19:02 When Operators are sent out of town they shall be allowed actual reasonable expenses for meals and sleeping accommodations when claim is accompanied by receipts.

19:03 An Operator shall use their own judgment when operating any bus and if in their opinion the bus is not mechanically safe, it must be reported to the garage immediately.

19:04 Operators shall not be required to pay fines on account of damages to City equipment other than for violation of the Highway Traffic Act.

19:05 All employees covered by this Agreement shall be provided with a pass on buses.

19:06 A meal allowance of \$11.75 (effective the first of the month following ratification of the memorandum of Settlement by the parties) will be paid, to all Operators called to report within the hour for a full overtime shift. (Increase Meal Allowance to \$12.00 effective February 1, 2013 and to \$12.25 effective February 1, 2014.)

19:07 (a) When an employee is retained before or after a shift to complete an Accident/Incident Report, the employee shall be paid fifteen (15) minutes at straight time.

(b) When an employee is retained before or after a shift to meet with the City's insurance adjuster, the employee shall be paid in accordance with the collective agreement for the time in attendance at such meeting as approved by the Manager of Transit & Parking or designate.

19:08 In the event the Corporation sells, merges, leases or transfers its' business, the person to whom the business has been sold, merged with, leased to or transferred to shall become the successor employer as deemed by the laws of Ontario or any statute, legislation, or any other applicable regulation. Further, the employees of Transit Services (Operators) shall continue to enjoy their full seniority in this new arrangement.

ARTICLE 20:00 DURATION

20:01 This Agreement shall be effective from February 1st, 2015 and shall remain in effect until January 31st, 2019 and shall thereafter continue from year to year unless not more than one hundred and twenty (120) days nor less than 30 days before the expiration date, either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date. Negotiations shall then be scheduled between said parties within ten (10) days of such notice.

Appendix B

The parties hereby agree to meet through joint consultation by December 31st, 2015 to discuss options regarding “The Vacation Swing-board Concepts”.

FOR THE EMPLOYEES

“L. LOWIS”

Chair

AMALGAMATED TRANSIT UNION

GENERAL COMMITTEE OF ADJUSTMENT

“J. COCCIMIGLIO”

WITNESS

“K. WATKINS”

WITNESS

FOR THE CITY

“CHRISTIAN PROVENZANO”

MAYOR

“MALCOLM WHITE”

CITY CLERK

LETTER #1
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE

COFFEE BREAKS

The Parties agree that the issue of paid coffee breaks is resolved with the City converting the cost of free unlimited coffee and soft drinks into the hourly rate of pay.

Agreed to this 8th day of June, 2015.

FOR THE UNION

"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"

FOR THE CITY

"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"SAM PIRAINO"
"IDA BRUNO"

LETTER #2

LETTER OF UNDERSTANDING

between

AMALGAMATED TRANSIT UNION LOCAL 1767

and

THE CITY OF SAULT STE. MARIE

LOSS OF LICENCE

The Parties agree to the following procedure in the cases of loss of driver's licence for impaired driving.

On the first conviction of impaired driving, a leave of absence for the period for the period of two (2) years will be granted, subject to the following conditions:

1. Each case will be judged on its merits and will be at the discretion of the City.
2. The Employee will be responsible for the payment of all benefit costs during the period of the leave of absence.
3. The Employee will not accumulate seniority nor service during the period of the leave of absence (starting employment date will be adjusted to offset the time on leave of absence).
4. On return to work, the Employee will be assigned to the spareboard until the next assignment pick.
5. It is recommended that the Employee enroll in a treatment program as necessary.

An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have the required license restored in order to operate a City transit vehicle. There shall be no requirement for the City to install "ignition interlocks" on City vehicles.

In the event that an employee is convicted of a second charge of impaired driving, no leave of absence will be granted and employment will be terminated.

The above procedure is agreed to notwithstanding the provision of Article 10:05 of the collective agreement.

Agreed to this 8th day of June, 2015.

FOR THE UNION

*"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"*

FOR THE CITY

*"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"SAM PIRAINO"
"IDA BRUNO"*

LETTER #3

JOINT CONSULTATION COMMITTEE

TERMS AND CONDITIONS

The City of Sault Ste. Marie and the Amalgamated Transit Union – Local 1767, agree to the following terms related to the provision of Article 5:07 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 Transit operation.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location. Such meetings will be scheduled during normal City business hours - 8:30 A.M. to 4:30 P.M., Monday through Friday."
3. Any member required to attend such meetings will suffer no lost pay.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meeting 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 resolve the issues in a cooperative manner.

Agreed to this 8th day of June, 2015.

FOR THE UNION

*"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"*

FOR THE CITY

*"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"SAM PIRAINO"
"IDA BRUNO"*

LETTER #4

MEMORANDUM OF UNDERSTANDING

The Union agrees to meet with the Employer during the term of the agreement to discuss Welfare Benefits and methods by which to contain the escalating costs of these benefits.

Agreed to this 8th day of June, 2015.

FOR THE UNION

"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"

FOR THE CITY

"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"SAM PIRAINO"
"IDA BRUNO"

LETTER #5

LETTER OF UNDERSTANDING

between

AMALGAMATED TRANSIT UNION LOCAL 1767

and

THE CITY OF SAULT STE. MARIE

UNIFORM POINT SYSTEM
(Effective 2009)

All uniforms must be worn according to Transit Policy.

Item of Clothing	Value
1 pair of men's or women's trousers	2 points
1 dress shirt (long or short sleeve)	1 point
1 polo shirt	1 point
1 windbreaker	2 points
1 three season jacket	9 points
1 half zip pullover	2 points
1 mock turtle neck	1 point
2 baseball caps	1 point
2 ties	1 point
1 pair of constructed bermuda short	2 points
3 pairs of short bermuda sock	1 point
1 Raincoat	2 points
1 pair of mechanic's work gloves	1 point

Every new operator will receive 2 pairs of trousers, 4 dress shirts, 2 polo shirts, 1 three season coat, 2 ties, 1 windbreaker, 2 pairs of shorts, 1 rain coat and 1 baseball cap.

Note: Upon successful completion of the probationary period, employees will accumulate fourteen (14) points for each calendar year of service (January to December). Points will be prorated for absence from work due to W.I., W.S.I.B., or Leave of Absence for thirty (30) or more cumulative days of absence in any given calendar year.

The parties agree to meet during the term of this collective agreement to discuss the point system and the quality of the garments to be purchased.

Agreed to this 8th day of June, 2015.

FOR THE UNION

"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"

FOR THE CITY

"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"SAM PIRAINO"
"IDA BRUNO"

LETTER #6

CLARIFICATION OF PRACTICE

Specified Holiday Pay - Regularly Assigned Operators
On a Day Off or During a Week of Schedule Vacation

For a Specified Paid Holiday on a regular day off the Operator or during a week of scheduled vacation the Operator will be paid the greater of:

1. The average of the hours worked in the work week of the statutory holiday,
or
2. The Employment Standards Act Requirements.

It is understood that RTO hours during the week of the Specified Paid holiday will be excluded for averaging purposes.

The Employment Standards Act considers hours worked in its averaging for Specified Paid Holidays.

Agreed to this 8th day of June, 2015.

FOR THE UNION

*"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"*

FOR THE CITY

*"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"SAM PIRAINO"
"IDA BRUNO"*

LETTER #7

LETTER OF UNDERSTANDING

VACATION SCHEDULING

Employees who schedule a week of vacation containing a Specified Paid Holiday will be permitted to elect to hold one (1) vacation day as a floating holiday.

Employees will be permitted to hold only a maximum of three (3) floating holidays.

Instead of receiving a vacation pay on the Specified Paid Holiday the employee would be paid such vacation pay on the floating holiday.

Employees will make a declaration to take such floating holidays at the normal vacation selection time.

Requests for booking the floating holiday will be submitted for approval by the Area Coordinator Transit & Parking or designate no later than one (1) week before taking the paid holiday. Approval will be at the sole discretion of the Area Coordinator Transit & Parking or designate.

Agreed to this 8th day of June, 2015.

FOR THE UNION

*“LOU LOWIS”
“JOHN COCCIMIGLIO”
“KEVIN WATKINS”*

FOR THE CITY

*“PETER NIRO”
“SUSAN HAMILTON-BEACH”
“DON SCOTT”
“SAM PIRAINO”
“IDA BRUNO”*

LETTER #8

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSIT UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

VIDEO SECURITY SURVEILLANCE CAMERAS

The City confirms the following general principles that are the guidelines that would be used with respect to the use of video security surveillance cameras at Transit:

- Cameras are not used to monitor employee performance.
- Cameras will not be situated in areas where employee has a reasonable expectation of privacy e.g. change areas, wash rooms.
- Access to recorded information is restricted through the Commissioner of Public works or Commissioner of Human Resources.
- Employees who are observed and recorded by video technology engaging in conduct that is in violation of City Policy/Procedures and/or law are advised that such information may be used by the City with respect to disciplinary action up to and including discharge.
- The City has no plans at this time with respect to the installation of video security surveillance cameras on City buses and, in any event, the Union would be advised in advance of such actions.

Agreed to this 8th day of June, 2015.

FOR THE UNION

“LOU LOWIS”
“JOHN COCCIMIGLIO”
“KEVIN WATKINS”

FOR THE CITY

“PETER NIRO”
“SUSAN HAMILTON-BEACH”
“DON SCOTT”
“SAM PIRAINO”
“IDA BRUNO”

LETTER #9
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
PARA BUS RUNS ON PAID HOLIDAYS

The City has the sole discretion to cancel any work on a Paid Holiday.

In assigning available work on that day the following will apply:

1. If any work falls during a currently existing work assignment the operator is required to complete that assignment.
2. If any work falls outside a picked run the senior operator on a Para Bus run that has had their work assignment cancelled will be offered the work.
3. All other remaining work will be assigned to spareboard as per the collective agreement.

Agreed to this 8th day of June, 2015.

FOR THE UNION

"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"

FOR THE CITY

"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
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"IDA BRUNO"

LETTER #10
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
SPECIFIED PAID HOLIDAYS

ARTICLE 14: SPECIFIED PAID HOLIDAYS

14:04 Selection of Employees to Work on Specified Paid Holidays

This procedure shall be effective for the term of this collective agreement only and shall be subject to renewal only by mutual agreement.

1. On the following reduced service holidays and any future reduced service holiday(s):
 - Family Day
 - Civic Holiday

The following procedures shall apply:

- A) The City shall determine the number of employees required to work on a paid holiday to meet the service levels that the City determines
- B) At the time of pick selection employees who wish to work on a specified paid holiday must select the corresponding box on the sign-up sheet
- C) The work on the specified paid holidays shall be offered in the following sequence to:
 - (i) Employees whose work assignments have such specified paid holiday as an ordinary working day. Such employees may request to work or not work on such specified paid holiday.
 - (ii) Employees by seniority from most senior to most junior from the sign-up list.
 - (iii) The employee with the work assignment under item (i) if there is any unfiled work remaining per item (ii).
- D) Once a selection has been finalized and an employee has made a selection to work on a specified paid holiday, she/he cannot decide to work at a later date, cannot be bumped off the selection and cannot change the shift originally signed and selected.

Agreed to this 8th day of June, 2015.

FOR THE UNION

"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"

FOR THE CITY

"IDA BRUNO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"PETER NIRO"
"SAM PIRAINO"

LETTER #11
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
PAID APPROVED UNION LEAVES (P.A.U.L.)

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

The Union shall provide WSIB coverage for members on Leave for Union Business.

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

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

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

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

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, W.I. and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and a half (1.5) hours 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. Requests for Leave for Union Business 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.

Agreed to this 8th day of June, 2015.

FOR THE UNION

"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"

FOR THE CITY

"PETER NIRO"
"SUSAN HAMILTON-BEACH"
"DON SCOTT"
"SAM PIRAINO"
"IDA BRUNO"

LETTER #12
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
SHIFT DIFFERENTIALS

It is agreed and understood that twenty-five cents (\$0.25) per hour forms part of the hourly rates under 13:01 of the collective agreement in lieu of all shift differentials, Sunday premium and Para bus training premium.

Agreed to this 8th day of June, 2015.

FOR THE UNION

“LOU LOWIS”
“JOHN COCCIMIGLIO”
“KEVIN WATKINS”

FOR THE CITY

“PETER NIRO”
“SUSAN HAMILTON-BEACH”
“DON SCOTT”
“SAM PIRAINO”
“IDA BRUNO”

LETTER #13
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
USE OF VACATION FLOATER DAYS

It is agreed and understood that Operators with Floating Vacation Days remaining to be booked after the regular booking period referred to in Article 15, may use such days the following year, to cover days where an Operator is ill provided the following:

1. Calling in provision of the Operator's Manual section "Failure to Report for Duty-Call in Sick" will be used,
2. The City reserves the right to ask for a medical note verifying the reason for absence (illness) in accordance with Article 16:04.
3. The employee/operator must declare that the floating vacation day is being requested for illness absence within 24 hours of the call in.
4. This letter will be in effect for a trial period of two (2) years beginning January 1, 2016.
5. This letter is subject to renewal by mutual agreement of the parties.

Agreed to this 8th day of June, 2015.

FOR THE UNION

"LOU LOWIS"
"JOHN COCCIMIGLIO"
"KEVIN WATKINS"

FOR THE CITY

"PETER NIRO"
"SUSAN HAMILTON-BEACH"
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