

**AGREEMENT**

**between**

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

**-and-**

**UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS) (TRANSIT)**

**February 1, 2005 to January 31, 2008**

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# COLLECTIVE BARGAINING AGREEMENT

Made effective this 1st day of February, 2005 at Sault Ste. Marie, Ontario.

BETWEEN:

Corporation of the City of Sault Ste. Marie  
(Hereinafter called "The City")

of the First Part

-AND-

United Steel, Paper, Forestry, Rubber, Manufacturing, Energy,  
Allied Industrial and Service Workers International Union  
(United Steelworkers)  
(Hereinafter called "The Union")

of the Second Part

## **1:00 PURPOSE OF AGREEMENT**

1:01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.

Therefore the City and the Union agree as follows:

## **2:00 UNION RECOGNITION**

2:01 The City recognizes the Union, as the sole and exclusive bargaining agency for all its employees at its Transit Garage, save and except: Supervisors, Persons above the rank of Supervisors and Office Staff.

The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph. Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, casual assistance or instruction. Supervisors excluded.

## **3:00 NO DISCRIMINATION**

3:01 The City and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin, union membership or union activity.

#### **4:00 MANAGEMENT**

4:01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the City and the right to hire, suspend or discharge for proper cause, or transfer and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the City, subject to the terms of this agreement.

#### **5:00 UNION SECURITY**

5:01 The City shall deduct as a condition of employment union dues and assessments currently in effect as certified by the union on a monthly basis from the wages of each employee covered by this agreement.

5:02 All dues and assessments, shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the City with a copy to 68 Dennis St. Sault Ste. Marie, ON P6A 2W9.

5:03 The remittance and the R-115 form shall be accompanied by a statement containing a list of names of all employees from whom dues were deducted and the amount of dues deducted.

5:04 The Union shall indemnify and save the City harmless against any and all claims or other forms of liability that may arise out of any actions taken by the City in compliance with this article.

5:05 The City, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

#### **6:00 ADJUSTMENT OF GRIEVANCES**

6:01 The employees of the City who are members of the Union shall elect a Committee of at least two (2) but not more than five (5) who shall constitute a negotiating and grievance committee, who may be accompanied by an International Representative of the Union.

6:02 In the settlement of any dispute, or grievance, the following procedure shall apply:

- (1) The employee shall first take the grievance up with his Supervisor within forty-eight (48) hours of his knowledge of the event, and the employee shall have the right to be accompanied by a representative of the Union. The Supervisor shall give a decision within forty-eight (48) hours.

STEP 1 Failing a satisfactory answer, the employee shall put his grievance in writing to the Grievance Committee who may within 5 working days of the

reply from the Supervisor, request a hearing by the Transit Manager. The Transit Manager shall render a decision within 5 working days of the hearing.

STEP 2 If the Union considers that a satisfactory settlement was not reached at Step 1, it may within 5 working days of the receipt of the Step 1 reply, request a hearing by the Commissioner of Human Resources. The Commissioner of Human Resources shall render a decision within 5 working days of the hearing.

STEP 3 If the Union considers that a satisfactory settlement was not reached at Step 2, it may within 5 working days of the receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. The Chief Administrative Officer shall render a decision within 5 working days of the hearing.

STEP 4 If the Union considers that a satisfactory settlement was not reached at Step 3, it may within 5 working days of the Step 3 reply, refer the matter to arbitration in accordance with the provisions of the Labour Relations Act.

- (2) A Board of Arbitration shall not alter modify or amend any part of this agreement.
- (3) The Union shall have the right to initiate a grievance of a general nature at Step 2 of this procedure.
- (4) The time limits set out in this procedure may be extended by agreement of the parties.

6:03 Decisions reached by agreement between the City and the Union shall be binding upon the employee as well as the Union and the City.

6:04 Meetings between the City and the Union necessary as a result of this Article shall be held as required on request of either party at a convenient time as may be arranged, and no employee shall be required to lose time from work in connection with a grievance.

## **7:00 STRIKES OR LOCKOUTS**

7:01 The City agrees that during the life of this Agreement it will not cause or direct any lockout of its employees, and the Union agrees that, during the life of this Agreement, there will be no strikes, slow downs, work stoppages or other collective action which will stop or interfere with production or services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this Agreement, and to return to work and perform their duties in the usual manner.

## **8:00 DISCHARGE AND DISCIPLINARY PROCEDURE**

8:01 Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step 3 of the Grievance Procedure within five working days.

8:02 Warnings shall be given in writing or in the presence of a Union Committeeman or steward. The City and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.

8:03 If it is determined or agreed at any step in the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

**9:00            SENIORITY**

9:01 The parties recognize that the job opportunity and security should increase in proportion to length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, layoff, termination and rehire after layoff or termination, senior employees shall be entitled to preference.

In recognition, however, of the responsibility of the management for the efficient operation of the service it is understood and agreed that in all such cases Management shall have the right to pass over any employee if in its opinion he does not have the ability or the physical fitness to perform the work.

9:02 Seniority of each employee covered by this Agreement shall be established after a probation period of 600 hours within any period or 120 consecutive days. Employees who have completed the probationary period shall be placed on the seniority list and credited with seniority from the date they commenced work with the Transit System.

During such probation period an employee may be terminated based on a lessor standard of performance than required for an established employee.

9:03 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

(1) If the employee voluntarily quits.

(2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.

(3) If the employee is laid off and fails to return to work within 10 days after he has been notified to do so by the City by registered mail to his last known address.

(4) The parties agree to the following conditions regarding employees absent from work due to an occupational illness or accident for which Workers' Compensation is paid.

(i) During the first 24 months of such absence the City will provide at its cost all applicable benefits set out in Article 18:00.

(ii) At the end of such 24 month period such employee shall be responsible for the total cost of all applicable benefits set out in Article 18:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.

(5) The parties agree to the following conditions regarding employees absent from work due to a non-occupational illness or accident:

(i) During the first 12 months of any such absence the City agrees to provide at its cost all applicable benefits set out in Article 18:00.

(ii) At the end of such 12 month period such employees shall be responsible for the total cost of all the applicable benefits set out in Article 18:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

(6) The employee is absent from work for **five (5)** consecutive working days without permission and without providing an acceptable reason to the employer for such absence.

9:04

#### Job Posting

All vacancies or newly created positions shall be posted for five days on the special bulletin board supplied for Union purposes. An employee desiring the position must make application to management within five days. The senior employee applying for the position shall be given the appointment, provided he qualifies under the provisions of this Agreement, and it is hereby understood and agreed that all employees now on the payroll of the City are hereby confirmed in their respective present positions.

9:05

#### Seniority Lists

The City shall maintain a seniority list for the shop. A copy of such list shall be posted for employee inspection. A copy also shall be provided to the Union. The list shall be kept up to date.

9:06 Layoff Notice

In the event of layoff due to lack of work the employees affected shall be given notice in accordance with the Employment Standards Act. The Union committee shall be given a copy of the notice.

9:07 Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or his regular rate,

whichever is the greater for up to ten (10) working days after which the employee shall be paid the rate of the job they are temporarily replacing. Vacation replacement is excluded from the ten (10) day limitation.

## **10:00 LEAVE OF ABSENCE**

10:01 Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of the Transit System. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

(a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform his regular work due to sickness or accident.

(b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.

(c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral. The immediate family includes: parent, parent-in-law, brother, sister, husband, wife, son, daughter and grandparent.

When death occurs to an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchild, the employee will be granted time off with pay at the regular rate for one day which is normally a straight time working day.

## **11:00 SAFETY AND HEALTH**

11:01 The City and Union agree that they mutually desire to maintain high standards of safety and health in the shop in order to prevent industrial injury and illness.

11:02 The City shall furnish equipment and supplies necessary to protect employees from injury. The Union will assist the management in carrying out any reasonable accident prevention program.

11:03 The City and the Union agree to name a safety and health committee comprising an equal number of City and Union representatives. The Committee's function will be to promote safety and industrial hygiene in the shop. It shall make routine inspections of the shop and equipment and hold regular meetings.

11:04 The Union recognizes and the City accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employee during the hours of their employment.

11:05 The Union shall be notified immediately of each accident or injury. Upon the request of the Union or Management the safety committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

11:06 The City agrees to supply two (2) pairs of union made coveralls to each garage and maintenance employee every six (6) months.

11:07 The City agrees to provide all permanent employees with an annual allowance of one hundred thirty five dollars (\$135) effective the first of the month following ratification of the Memorandum of Settlement, for payment by March 31, of each year per Article 17:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

**12:00 PAY ON DAY OF INJURY**

12:01 An employee hurt in an industrial accident shall be paid for time lost on the day he was injured at his regular daily earnings including any overtime premium.

12:02 The City shall provide transportation and 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.

12:03 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 the Workers' Safety and Insurance Board.

**13:00 BULLETIN BOARDS**

13:01 The City agrees to provide the Union with bulletin boards in the plant for the purpose of posting union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.

**14:00 HANDICAPPED EMPLOYEES**

14:01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment with the City and becoming physically handicapped as a result thereof, every effort will be made by the City to give the handicapped employee such suitable employment as is available.

**15:00 HOURS OF WORK AND OVERTIME**

15:01 Nothing in this Article shall be read or construed as a guarantee of hours of work per day or week but the Article shall serve as a basis of scheduling available work in accordance with the terms of this Agreement.

15:02 Wherever and whenever practical, in arranging work schedules, an employee's time off will be consecutive and preference of days off will be given to employees in accordance with their seniority.

15:03 (a) The normal work periods shall consist of eight (8) hours per day and forty (40) hours per week.  
Any time worked in excess of the normal work day, or week, shall be paid for at overtime rates.

(b) The work week for the calculation of overtime starts and ends at 12:01 a.m. Sunday.

15:04 No employee shall be required to layoff in order to compensate for any time he may have worked in excess of his normal working hours.

15:05 Every employee who, unless previously notified that he is not required, reports for work on his scheduled shift, shall be paid for not less than four (4) hours at his regular rate.

15:06 Employees shall be allowed ten (10) minutes before lunch and before quitting time for the purpose of washing up.

15:07 In the event of major changes in shift and hours of work it is mutually agreed that the hours of work or shift arrangements will be open for discussion.

15:08 Overtime rates of time and one-half shall be paid to employees in the following events:

1. For hours in excess of eight (8) hours in one day;
2. For hours in excess of forty (40) hours per week;
3. An employee called out to work on other than his normal hours shall be paid for a minimum of four (4) hours pay.

If such employee works more than two (2) hours and forty (40) minutes he shall receive time and one-half for all time worked.

15:09 Hours for which overtime rates have already been paid shall not be used in the computing of a work week and shall not be paid for a second time.

#### 15:10 Maintenance Shop Overtime Distribution

For overtime work, employees will be asked by seniority rotation so that overtime hours are distributed as equitably as possible. When an employee is requested to work overtime and refuses, the employee loses an overtime turn except those employees on vacation, W.S.I.B., or on paid sick leave will not be charged a turn of overtime. A minimum refusal shall be four (4) hours and two (2) minimums will equal one (1) turn. Accumulated overtime turns will be posted.

### 16:00 **PAID HOLIDAYS**

#### 16:01 Paid Holidays

The following shall be considered as paid holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and Heritage Day (when declared).

- 16:02 All employees required to work on a day on which a paid holiday is celebrated are under obligation to do so just as on any other working day.
- 16:03 Each employee shall receive his regular rate of pay for eight (8) hours for each of the previously mentioned holidays.
- 16:04 Employees required to work on the day of observance of a paid holiday shall be paid time and one-half his regular rate for hours worked in addition to holiday pay.
- 16:05 An employee required to work overtime or on his regular day off on the day of observance of a paid holiday, shall be paid two times his regular rate for such hours worked in addition to his holiday pay.
- 16:06 To qualify for the payment provided under item three (3) of this Article, the employee must have worked his last scheduled shift prior to and his first scheduled shift after the day on which the paid holiday is celebrated, unless absent on authorization of the Supervisor of the Transit System, such authorization shall not be unreasonably withheld.
- 16:07 In the event that one or more of the ten (10) paid holidays occurs during the employee's vacation he shall have the option of being paid or receiving another day off with pay at his regular rate. An employee who selects another day off shall indicate the alternate day at the time he selects his vacation.
- 16:08 If because it is a holiday and an employee is not scheduled to work on a day on which he normally would be scheduled to work, the employee shall for the purpose of calculating hours of work in the week deemed to have worked eight (8) hours during the holiday.

**17:00        WAGE RATES**

17:01 The City agrees to pay, and the Union agrees to accept, the following wage schedules:

<u>Job Name</u>	<u>Feb. 1, 2005</u>	<u>Feb. 1, 2006</u>	<u>Feb. 1, 2007</u>
Mechanic I	\$22.21	\$22.88	\$23.57
Bodyman I	\$22.21	\$22.88	\$23.57
Mechanic II	\$22.01	\$22.67	\$23.35
Bodyman II	\$22.01	\$22.67	\$23.35
Stores Attendant	\$18.77	\$19.33	\$19.91
Stores Helper	\$17.48	\$18.00	\$18.54
Handyman/Caretaker	\$17.48	\$18.00	\$18.54
Service Attendant	\$16.92	\$17.43	\$17.95
Handyman/Labour	\$16.12	\$16.60	\$17.10

Lead Hand-50 cents per hour above regular rate.

Mechanics Tool Allowance - Mechanics I and II shall receive a tool allowance of one hundred and twenty five dollars (\$125.00) effective the first of the month following ratification for the term of the collective agreement.

The City agrees to process the payment of Boot and Tool Allowance by March 31<sup>st</sup> each year.

17:02 Premiums

- (1) The City shall pay employees a shift premium of seventy cents (\$0.70) per hour (effective the first pay following ratification) for the term of the collective agreement, for all hours worked on any shift where the majority of hours are worked between 6:00 P.M. and 7:00 A.M.
- (2) The City shall pay employees a Sunday Premium of ninety cents (\$0.90) per hour (effective the first pay following ratification) for the term of the collective agreement, for all hours worked during the twenty-four hour period beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.

17:03 Apprentice

(a) Apprentices shall advance on the following basis to the Automotive Mechanics Rate.

Starting rate shall be the Handyman - Labour rate as specified in the collective agreement.

Apprentices shall advance every 1040 hours as certified by the Ministry of Colleges and Universities, until 9,000 hours are completed.

Example:

- 0 to 1040 hours - Base Rate
- 1041 to 2080 hours - 84% of Mechanic Rate
- 2081 to 3120 hours - 86% of Mechanic Rate
- 3121 to 4160 hours - 88% of Mechanic Rate
- 4161 to 5200 hours - 90% of Mechanic Rate
- 5201 to 6240 hours - 92% of Mechanic Rate
- 6241 to 7280 hours - 94% of Mechanic Rate
- 7281 to 8320 hours - 96% of Mechanic Rate
- 8321 to 9000 hours - 98% of Mechanic Rate
- 9000 - 100% of Mechanic Rate

(b) Apprentice Bodyperson Pay Scale

Person rate	% of Body- 2005	Feb. 1 2006	Feb. 1 2007	Feb. 1
0 to 1040 hours	Base Rate	\$17.48	\$18.00	\$18.54
1041 to 2080 hours	86.67%	\$19.26	\$19.84	\$20.44
2081 to 3120 hours	88.67%	\$19.69	\$20.28	\$20.89

3121	to	4160	hours	90.67%	\$20.15	\$20.75	\$21.37
4161	to	5200	hours	92.67%	\$20.59	\$21.21	\$21.85
5201	to	6240	hours	94.67%	\$21.02	\$21.65	\$22.30
6241	to	7200	hours	100%	\$22.21	\$22.88	\$23.57

The final exam must be successfully completed prior to the apprentice receiving the top rate of pay.

17:04 Notwithstanding any other provision of this collective agreement, the City may hire students to be paid as outlined below. Students shall not accrue seniority, and not, except as provided by law, have access to the grievance procedure or be provided with any other benefit.

	<u>2005</u>	<u>2006</u>	<u>2007</u>
1ST YEAR	\$8.79/hour	\$9.05/hour	\$9.32/hour
2ND YEAR	\$9.06/hour	\$9.33/hour	\$9.61/hour
3RD YEAR	\$9.38/hour	\$9.66/hour	\$9.95/hour

**18:00      WELFARE**

18:01 The following welfare benefits will be provided covering employees and their dependents paid for by a 100% contribution from the City.

Under the Great West Life Plan:

Life Insurance (effective July 1, 2005) one and one half times regular earnings.

Double Indemnity for Accidental Death & Dismemberment (effective July 1, 2005)

Weekly Accident and Sickness Benefit

4th day sickness - 1st day accident

26 weeks

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commencement of the sickness or date of the accident. It is understood and agreed by the parties that in return for this benefit the full E.I. rebate on premiums shall be retained by the City.

18:02 Green Shield Extended Health Care Plan, including Drug Plan Card System - \$5.00 deductible and Vision Care (\$225.00 every two years effective the first of the month following ratification of the collective agreement.)

- Pharmacy dispensing fees capped at \$8.00 per prescription.
- No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.

18:03 Long Term Disability to provide for 60% of an employee's basic hourly rate after 26 weeks, until employee either returns to work or retires on pension, with Canada Pension Plan as a primary offset.

18:04 All employees shall be provided with the Green Shield Dental Plan #9, Rider #3 (\$1,500 maximum), at current O.D.A. rates minus one year, 100% of the cost of the plan to be paid for by the City. Denture appliance 50/50 co-insurance – maximum of \$500/5 years.

(Note: Overage dependent coverage applicable to age 21 and up to age 25 if in full time attendance at a recognized education institution.)

- 18:05 The parties agree that eligibility for L.T.D. benefits 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 from O.M.E.R.S., Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the L.T.D. benefit and the Canada Pension Plan.
- 18:06 Long Term Disability Insurance shall normally be adjusted effective on the first day of February but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
- 18:07 Coverages under the above plans shall be in accordance with the terms and conditions of the applicable policy.
- 18:08 The City shall have the right to determine the carrier of such benefits.  
All refunds, reduction of premiums, dividends, etc. shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in his marital status and number of dependents. The City shall have the right to recover by payroll deductions any amount of premiums paid in excess of such proper premiums as a result of not being properly informed by any employee of his status for the purpose of such benefits.
- 18:10 Any employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of the premiums for the benefits outlined in Article 18:00.
- 18:11 The City agrees to cover the payment of premiums for Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in fulltime employment. It is understood that any changes agreed to by the parties to Extended Health Care coverage will be applicable to the Extended Health Care coverage for retirees under this clause.

## **19:00 PENSIONS**

- 19:01 All employees covered by this agreement shall be provided with a pension under the provision of the Ontario Municipal Employees Retirement System.

19:02 The parties agree that employees shall retire no later than the end of the month in which they reach age 65. Notwithstanding this provision, an employee may continue to work beyond age 65 with permission on condition that such employee is mentally and physically capable of performing his job. The City will continue to provide all benefits required by this agreement except Long Term Disability.

**20:00            VACATIONS WITH PAY**

20:01 Employees shall receive vacations on the following basis:

1. Pay in lieu of vacation to an employee with less than one year of service who terminates his employment shall be 4% of his total wages paid to him.
2. Two weeks vacation for one year continuous service with pay at 4% of his total wages paid to him the previous year.
3. Three weeks vacation for five years continuous service with pay at 6% of his total wages paid to him the previous year.
4. Four weeks vacation for ten years continuous service with pay at 8% of his total wages paid to him the previous year.
5. Five weeks vacation for fifteen years continuous service with pay at 10% of his total wages paid to him the previous year.
6. Six weeks vacation for twenty years continuous service with pay at 12% of his total wages paid to him the previous year.
7. Seven weeks vacation for thirty years continuous service with pay at 14% of his total wages paid to him the previous year.
8. From the date of this Agreement, continuous service is broken only when seniority is forfeited as provided in Articles nine (9) and ten (10).

**21:00            JURY PAY**

21:01 The City shall pay to any employee who is required to serve and serves on a jury as a juror or subpoenaed as a court witness in the District of Algoma, the difference between the amount paid to the employee for the jury or court witness service and the amount the employee would have been paid for the hours the employee would normally have been scheduled to work for the City (without overtime) during the period of time when the employee was prevented from working for the City because of jury or court witness service.

**22:00            COPIES OF AGREEMENT**

22:01 City is to provide the Union with 20 copies of the agreement.

**23:00**      **TERM OF AGREEMENT**

23:01 This agreement shall be effective from February 1, 2005 until January 31, 2008 but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

SIGNED THIS 6th DAY OF February 2006.

FOR THE UNION

FOR THE CITY

"B. Ansley"  
B. Ansley

"John Rowswell"  
Mayor

"N. MacKay"  
N. MacKay

"D. Irving"  
City Clerk

**LETTER #1**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF SAULT STE. MARIE**  
**AND**  
**UNITED STEELWORKERS OF AMERICA LOCAL 2251 (TRANSIT)**

**INTERPRETATION OF ARTICLE 9:00 - SENIORITY**

The parties recognize and agree that the provisions of clauses 9:01 (second paragraph), 9:03 (4) (iii) and 9:03 (5) (iii) must be interpreted and applied in a manner consistent with the provisions of the Ontario Human Rights Code.

Signed this 30th day of November , 2005.

**FOR THE UNION**

"Don Bimson"  
"Bill Ansley"

**FOR THE CITY**

"Jim Elliott"  
"Don Scott"  
"Roger Caron"  
"John Luszka"

**LETTER #2**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF SAULT STE. MARIE**  
**AND**  
**UNITED STEELWORKERS OF AMERICA LOCAL 2251 (TRANSIT)**  
**WELFARE BENEFITS**

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

Signed this 30th day of November , 2005.

**FOR THE UNION**

"Don Bimson"  
"Bill Ansley"

**FOR THE CITY**

"Jim Elliott"  
"Don Scott"  
"Roger Caron"  
"John Luszka"