

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE COUNTY OF LAMBTON

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2926**

Term of Agreement: January 1, 2011 to December 31, 2014

INDEX

ARTICLE 1 PURPOSE	1
ARTICLE 2 MANAGEMENT RIGHTS	1
ARTICLE 3 RECOGNITION AND NEGOTIATION.....	1
ARTICLE 4 UNION SECURITY AND DUES DEDUCTIONS	2
ARTICLE 5 REPRESENTATION.....	3
ARTICLE 6 GRIEVANCE PROCEDURE	3
ARTICLE 7 ARBITRATION.....	4
ARTICLE 8 CORRESPONDENCE	5
ARTICLE 9 DISCHARGE, SUSPENSION AND DISCIPLINE	5
ARTICLE 10 SENIORITY	5
ARTICLE 11 LAY-OFFS AND RECALL.....	7
ARTICLE 12 PROMOTIONS	8
ARTICLE 13 HOURS OF WORK.....	9
ARTICLE 14 OVERTIME	11
ARTICLE 15 VACATIONS	12
ARTICLE 16 PAID HOLIDAYS	13
ARTICLE 17 SICK LEAVE (FULL-TIME EMPLOYEES)	14
ARTICLE 18 LEAVE OF ABSENCE.....	15
ARTICLE 19 EMPLOYEE BENEFIT PLANS.....	17
ARTICLE 20 BOOT AND CLOTHING ALLOWANCE	18
ARTICLE 21 CAR ALLOWANCE.....	18
ARTICLE 22 NEPOTISM	18
ARTICLE 23 PROTECTION OF EMPLOYEE'S POSITION.....	18
ARTICLE 24 GENERAL CONDITIONS.....	18
ARTICLE 25 PAYMENT OF WAGES AND SALARIES	19
ARTICLE 26 JOB EVALUATION	19
ARTICLE 27 TRAINING.....	19
ARTICLE 28 NO DISCRIMINATION / NO REPRISAL....	19
ARTICLE 29 TERM OF AGREEMENT.....	19
SCHEDULE "A".....	21
LETTERS OF UNDERSTANDING.....	Beginning on Page 23

THIS AGREEMENT

B E T W E E N:

THE CORPORATION OF THE COUNTY OF LAMBTON
(hereinafter called the "Employer")

- And -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2926
(hereinafter called the "Union")

ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, and to provide a mechanism for the prompt and equitable disposition of grievances.
- 1.02 Whenever a singular, masculine or feminine term is used in this Agreement, it shall be considered as if the plural, feminine or masculine equivalent has been used where the context of the party or parties hereto so require.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the sole right of the Employer to exercise the regular and customary functions of management and to direct the working forces, including the classification and/or reclassification of employees.
- 2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement. It is understood by the Union that the express provisions of this agreement constitute the only limitations upon the Employer's rights.
- 2.03 (a) Any medical examination requested by the Employer shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations.
- (b) When a medical examination is required by the Employer, the following conditions shall apply:
- (i) if an employee takes a medical examination during his/her scheduled working hours, he/she shall not lose any pay as a result of the medical appointment;
 - (ii) If the medical examination is taken after the employees' scheduled working hours, the employee shall be paid two (2) hours pay at their regular hourly rate.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 (a) The Employer recognizes the Canadian Union of Public Employees and its Local 2926 as the sole and exclusive collective bargaining agent of all office, clerical and technical employees identified in Schedule "A" located at the County Administration Building at Wyoming, Ontario, and any other location so designated by the employer, save and except supervisors, persons above the rank of supervisor and others who are exempted from the bargaining unit (e.g. Confidential Secretaries, Senior Planner, Safety and Training Co-ordinator, Subsidy Claims Officer) and students employed during the school vacation period, and hereby agrees to negotiate with the Union all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- (b) The Union agrees to exclude all Library, Museum and Heritage staff from the bargaining unit.

- 3.02 (a) **Temporary employees are those individuals employed by the Corporation:**

- 1) to replace a person transferred or seconded from the bargaining unit in accordance with Article 12.06;
- 2) to replace an employee absent:
 - i. on a statutory leave of absence (vacation, parental, pregnancy leave, etc...),
 - ii. due to illness/injury (including workplace-related illnesses and injuries),
 - iii. on any other employer-approved leave of absence, or
- 3) to perform special projects of up to six (6) months duration (or such other greater period agreed to by the Union); or
- 4) to provide additional assistance during periods of heavy workload for up to six (6) months duration (or such other greater period agreed to by the Union).

3.02 (b) A temporary employee who remains in the employ of the Corporation for a period longer than those stipulated in 3.02 (a) above without the prior written approval of the Union, or who has been accepted by the Corporation as a regular full-time employee, shall thereupon cease to be considered a temporary employee. Should this occur, continuous service since the last day of hire, as a temporary employee shall be included in the computation of the employee's probationary period.

(c) A temporary employee will be covered by articles 1, 2, 3, 4, 6, 7, 13.01(a), 13.02, 21.01, 27 and schedule 'A'.

(d) A temporary employee will accumulate overtime when he/she works greater than 7 hours in a day or 35 hours in a work week when approved by the manager/supervisor in advance.

(e) Any complaint made by a temporary employee relating to a provision of the collective agreement not specifically identified at 3.02 (c) shall not constitute a difference between the County and the Union and that matter shall be inarbitrable.

(f) Temporary employees will receive 10% **of their hourly rate** in lieu of all benefits and entitlements unless expressly stated in the collective agreement. **This payment shall be paid each pay.**

(g) Every temporary employee **will receive** four percent (4%) of his/her earnings, excluding overtime, **as vacation pay on each pay.**

3.03 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

3.04 Negotiating Pay

The Corporation agrees to pay employees on the negotiating committee for all time spent in negotiations, including conciliation and mediation, during the employee's scheduled working hours.

3.05 It is agreed and understood that, in the event that any provision of the Employment Standards Act provides a greater right or benefit to any employee covered by this agreement, the greater right or benefit contained in the employment Standards Act shall prevail and be deemed to form part of this agreement.

ARTICLE 4 UNION SECURITY AND DUES DEDUCTION

4.01 The Employer agrees to deduct from the wages of each employee the amount of the Union dues.

4.02 Deductions shall be made bi-weekly and forwarded to the Union's Treasurer no later than the 10th day of the following month. The Employer shall include on the T-4 forms the amount of Union dues paid by each Union member the previous year.

4.03 All new employees shall become members of the Union upon commencement of employment.

4.04 The Union shall be advised of a probationary employee's first working day and a Union representative will be allowed a fifteen (15) minute interview within the first week, during which the probationary employee will be provided with a copy of the collective agreement, which will be supplied by the Union.

- 4.05 Where individuals in a labour dispute, other than those in this bargaining unit, engage in a strike and maintain picket lines, employees will be expected to continue to attend work as scheduled. The employer will endeavor to assist employees who have difficulty attending as a result from picket line activities, or shall assign the employee to another location.
- 4.06 Where a strike is imminent for County Employees not included in this bargaining unit the parties shall meet to discuss the work performed by the bargaining unit and the work performed by the striking unit. The parties will mutually determine what work will not be performed by the bargaining unit and what work will continue to be performed. If the parties cannot agree, the work will be assigned and will be subject to the grievance procedures. It is understood that the work performed will not be to a greater extent than the work that is currently performed.

ARTICLE 5 REPRESENTATION

5.01 In addition to the Executive of Local 2926, the Employer acknowledges the right of the Union to appoint or otherwise select four (4) Stewards, one of whom shall be the Chief Steward.

5.02 Union Officers and Committee Members

The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer. In a situation which requires a **Union Officer or Local Union Representative's** attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor. It is understood that the taking of such time away from regular duties shall be without loss of pay and shall be kept to a minimum and that permission will not therefore be unreasonably **denied**.

5.03 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, may have the right to attend meetings mutually agreed upon between the Employer and the Union held within scheduled working hours without loss of remuneration.

5.04 The 2926 member of the joint occupational health and safety committee will be elected by the bargaining unit. All appointments shall be for a minimum three (3) year period.

5.05 (a) A Union Management Committee shall be established consisting of not more than three (3) members of the Bargaining Unit as chosen by the Union and not more than (3) representatives of the Employer as chosen by the Employer. Necessity for a meeting will be indicated by a letter from one party to the other containing an agenda of the subjects to be discussed. The parties will meet at a mutually acceptable time.

(b) Each member of the Union Management Committee shall receive his/her regular pay for all regularly scheduled working hours lost due to attendance at meetings with the representatives for the Employer pursuant to Article 5.05 (a) of this Agreement.

(c) Minutes of each meeting of the Committee shall be prepared and distributed.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

6.02 It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor. In order to be considered a grievance, such discussion must take place within five (5) working days after the circumstances giving rise to the complaint first occurred or originated. The immediate supervisor shall communicate his reply to the complaint within ten (10) working days.

6.03 If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence:

Step 1: The employee, with the assistance of the Union Steward, shall submit a written statement of the grievance to the Supervisor's Manager within five (5) working days after he has received the reply of the supervisor.

The Supervisor's Manager shall deliver his decision in writing within five (5) working days following the day on which the grievance was presented to him. Failing settlement, then:

Step 2: Within ten (10) working days following the decision in Step 1, the **union** shall present the written grievance to the employer's Labour Negotiating Committee (to the attention of the Corporate Manager, Human Resources) who will hold a meeting within ten (10) working days with the grievor and the Steward to discuss the grievance. It is understood that a staff representative of the Union shall also be present at the meeting. The Labour Negotiating Committee shall give their decision in writing within five (5) working days from the date of the meeting.

Step 3: Failing a satisfactory settlement being reached in Step 2, then the grievance may be referred in writing by either party to arbitration as provided in Article 7 - Arbitration, at any time within twenty (20) working days after the final decision is given in Step 2.

6.04 Policy Grievances

Either party to this Agreement may file a policy grievance within twenty-one (21) calendar days of the occurrence of the event, or from the time the party would become aware of the event on which the grievance is based. A policy grievance is a grievance by one of the parties to this Agreement arising out of the interpretation, application or alleged violation of any of the terms of this Agreement but excluding subject matter which can be presented by an employee as an individual grievance.

A Union policy grievance shall be filed at Step 2 of the Grievance Procedure. An Employer policy grievance shall be filed with the National Representative. In the case of an Employer policy grievance the parties shall meet within fifteen (15) working days and the Union shall reply within a further fifteen (15) working days. Failing settlement, the Employer may submit the grievance to arbitration within twenty (20) working days after the Union's response is received by the Employer.

6.05 **New** **Prior to proceeding to arbitration, the parties may mutually agree to grievance mediation.**

ARTICLE 7 ARBITRATION

7.01 Both parties to this Agreement agree that no grievance shall be submitted to arbitration unless it is a proper subject matter of a grievance as defined in Article 6, Grievance Procedure, has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 6, and has not been settled or abandoned.

7.02 A properly constituted grievance conforming with paragraph 7.01 may be referred to a Board of Arbitration composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board.

7.03 Such referral shall be made by registered mail within a twenty (20) working day time limit set out in Article 6, Grievance Procedure, but not thereafter, may be made by either party. The letter shall contain the name of the requesting party's appointee to a Board of Arbitration. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall within a reasonable period of time appoint a third person who shall be Chairperson.

7.04 Should the appointees fail to agree on a Chairperson, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairperson in accordance with the provisions of the Ontario Labour Relations Act.

7.05 Where both parties agree, a single Arbitrator with the same limitations and powers of a Board of Arbitration may be substituted for a Board of Arbitration. In such cases the parties shall endeavour to agree on the selection of an Arbitrator. In the events the parties are unable to agree, **the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as a single Arbitrator in accordance with the provisions of the Ontario Labour Relations Act.**

7.06 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

7.07 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. The majority decision shall be

accepted as the decision of the Board, and in the absence of a majority decision, the decision of the Chairperson shall be accepted as the decision of the Board.

7.08 The Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further, the Board of Arbitration is not authorized to deal with any matter not covered by this Agreement, nor arising outside the terms of this Agreement.

7.09 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairperson of the Board of Arbitration.

7.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 8 CORRESPONDENCE

8.01 The Union shall be notified in writing within ten (10) days of all appointments, hires, and transfers in the bargaining unit and within five (5) days of all terminations and resignations of employment and retirements in the bargaining unit. Also, the union shall be entitled to receive employee's LTD approvals and copies of Incident/Accident reports once completed.

ARTICLE 9 DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 An employee may be disciplined, (including suspension or discharge) for just cause. Whenever the Employer or his authorized agent deem it necessary to deliver a written reprimand to an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) working days thereafter, provide a copy of the reprimand to the Union President.

9.02 An employee shall have the right to have his/her Steward or Local Union Representative present during any discipline, suspension or discharge proceedings.

9.03 Whenever the Employer deems it necessary to reduce to writing concerns about an Employee's behaviour or work performance, such action shall be taken not later than ten (10) working days following the occurrence which gave rise to the concern.

9.04 Written reprimands shall be removed from the Employee's disciplinary record no later than two (2) years from the date of the written reprimand unless the Employee is again disciplined during that period for a similar reason.

9.05 An employee shall have the right to have access to and review his/her personnel records in the presence of designated personnel. Access to the file shall be as per County of Lambton Policy #205.

ARTICLE 10 SENIORITY

10.01 Seniority Defined

(a) Full-time seniority shall be based upon the length of continuous employment with the Employer within the bargaining unit since the employee's last date of hire and shall be a factor when determining promotions, layoffs and recalls from layoff.

(b) **Seniority for part-time employees shall be calculated on the basis of all hours paid (excluding, for greater certainty, vacation pay) with the employer in the bargaining unit since the employee's last date of hire and shall be a factor when determining promotions, layoffs and recalls. It is understood that where a conversion is required, 1,820 hours equals one (1) year's seniority.**

(c) Seniority shall operate on a bargaining unit wide basis.

10.02 (a) Seniority List

The Employer shall maintain a seniority list showing the current department classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards no later than February 28th of each year. The Employer will also provide with the seniority list, the current addresses and phone numbers of bargaining unit members.

b) Seniority Lists will become final thirty (30) days from the date of posting unless a member of the bargaining unit has advised the Human Resources Department and the union, in writing prior to that date that he/she is disputing his/her seniority. In such instances the list will be deemed to be "finalized subject to resolution of the disputed seniority".

10.03 An employee shall be considered a probationary employee until he/she has worked a total of sixty (60) days for full-time employees (480 hours for part-time employees) and during this period he/she shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis, and may be discharged at the sole discretion of the Employer.

10.04 It is agreed and understood between the Parties that for the purpose of calculating seniority for part time employees during pregnancy and/or parental leave the following shall apply:

Each week of seniority shall be determined by the average of hours **paid** per week during the previous year, exclusive of vacation and leaves of absence. If the employee has had irregular hours or a marked increase or reduction in hours worked during her pregnancy, then each week of seniority shall be determined by the average number of hours **paid** per week during the previous two years.

10.05 Loss of Seniority

An employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated under the following conditions:

- (a) he/she quits for any reason;
- (b) he/she retires or is retired;
- (c) he/she is discharged and not reinstated through the grievance **or arbitration** procedure;
- (d) he/she is laid off for a period longer than eighteen (18) months;
- (e) he/she is absent for two consecutive working days without notifying the Employer, unless an explanation satisfactory to the Employer is given;
- (f) he/she is absent from work without a written leave of absence authorized by the Employer; he/she uses a leave of absence for a purpose other than that for which it was granted, or fails to return to work at the expiration of a leave of absence;
- (g) he/she fails to reply within five (5) working days **of the date** a recall to work notice **sent by registered mail** to his/her last known address or phone number. The onus is on the employee to inform the Employer of his/her current address and telephone number.
- (h) he/she is absent from work due to accident or illness for a continuous period of **twenty four (24)** months or longer, or is permanently disabled.

Note: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 11 LAY-OFFS AND RECALL

11.01 (a) A layoff shall be defined as a reduction in the number of employees in the work force. In the event of a layoff, the Employer shall layoff in reverse order of seniority within a classification. In case of layoff, probationary and temporary employees and students within the classification shall be laid off prior to any permanent staff. In all cases of layoff, a displaced employee shall perform all the duties of the lower paid classification. The employee will be given a thirty working day (30) orientation/ re-familiarization period.

(b) Bumping Provisions

A full-time or part-time employee who is subject to layoff will have twelve (12) working days from the receipt of the layoff notice to notify the Employer they wish to exercise their rights to bump an employee with less seniority. Full-time employees may bump into part-time and vice versa.

The employee exercising the right to bump will first look to displace an employee with lesser seniority in a lower or identical-paying job classification **(at the highest pay rate in the grid that does not exceed the employee's current rate of pay)** providing the employee exercising the right is presently qualified to perform the work of the employee with lesser seniority. The employee will be given a thirty (30) working day orientation/re-familiarization period.

An employee subject to layoff will have the right to displace an employee with lesser seniority who is the least senior employee in the next higher band on the wage grid **(at the highest pay rate in the grid that does not exceed the employee's current rate of pay)** provided the employee subject to layoff can perform the duties without training, other than orientation. A full-time employee who would lose their full-time status when bumping into a lower or identical paying job may bump up if by so doing they are able to maintain their full-time status.

An employee displaced by any of the foregoing procedures shall be laid-off.

(c) In the event of the layoff of a full-time employee, the Employer shall pay its share of health and dental benefits premium(s) up to three (3) months from the end of the month in which the layoff occurs, or until the laid-off employee is employed elsewhere, whichever comes first. The employee may continue to pay the full cost of health and dental benefits for an additional fifteen (15) months while on layoff, or until the laid-off employee is employed elsewhere, whichever comes first.

11.02

Recall Provisions

(a) An employee shall have the opportunity of recall from layoff to an available opening, in order of seniority, provided that he/she has satisfied the provisions of Article 11.01(a) and has the ability to perform the work before such an opening is filled on a regular basis under the Job Posting procedure. The employee will be given a thirty (30) working day orientation/re-familiarization period. The Employer shall not act in an arbitrary manner.

(b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have declined to do so, or have been found unable to perform the work available.

(c) An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of transferring to the position he/she held prior to the layoff should an opening become available within **twelve (12)** months of being recalled, without the position being posted.

(d) It is understood that an employee's decision not to accept recall into a lower-paid position will not be interpreted as the employee waiving his/her rights to recall for other available openings.

(e) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

(f) Employees on layoff, or notice of layoff, shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

11.03

Rate of Pay on Recall

(a) When an employee is recalled to the same position from which they were laid off, they will receive the rate of pay for the step they left and their anniversary date for performance review, merit increases, etc. will be adjusted to take into account the period of lay off.

(b) When an employee is recalled to a different job, but in the same pay band, the employee will be placed on the grid in the new job at the same rate that the employee was earning immediately prior to the layoff. The

anniversary date for performance review, merit increases, etc. will become the date the employee began work in the new job.

- (c) When an employee is recalled to a lower-rated job, the employee will be placed at the step in the grid in the new lower-rated position at the highest rate which does not exceed the rate the employee was earning immediately prior to the layoff. The anniversary date for performance review, merit increases, etc. will become the date the employee began work in the new job.

11.04

When the incumbent of a particular position has or will be absent from his/her assigned duties for a period of twenty-four (24) consecutive months due to an illness or injury or approved personal leave of absence, such position may be declared permanently vacant. The employer may declare said position vacant prior to twenty-four (24) continuous months upon mutual agreement with the union. Should the employer decide to fill said vacancy, it shall be posted and filled in accordance with Article 12. Should the absent incumbent be capable of returning to pre-disability/injury duties and capable of performing the essential duties of the position, she/he will have access to the same or similar position in the same or lower pay classification and she/he is qualified to perform by displacing an employee with lesser seniority.

ARTICLE 12 PROMOTIONS

12.01

Job Postings

- (a) The term "permanent vacancy" as used in this Agreement shall **mean permanent job openings other than a temporary vacancy**. When a permanent vacancy occurs, which the Employer wishes to fill, the available position shall be posted for a period of seven (7) working days prior to the Employer making a permanent appointment to such position in order that any interested employee may apply in writing. In order to be eligible for the posted vacancy, an employee must apply within the seven (7) working day period.
- (b) The Employer may fill a temporary vacancy and need not post the position. A "temporary vacancy" is **defined as those vacancies filled by temporary employees in accordance with Article 3.02(a) and 3.02 (b)**.
- (c) In selecting a candidate to fill a permanent vacancy within the bargaining unit, the Employer shall consider:
- (i) skill, ability, qualifications, competence and efficiency;
 - (ii) seniority.
- Where the qualifications of factor (i) are relatively equal then factor (ii) shall govern.
- (d) The Employer shall post the names of the successful applicant(s).

12.02

Except for the permanent vacancy, and **two (2)** subsequent **vacancies**, which the Employer wishes to fill occasioned by the placing of the successful applicant in the position so posted, any further vacancy may be filled at the discretion of the Employer.

12.03

No outside advertisement for a permanent vacancy shall be placed until the position has been posted in accordance with Article 12.01. No outside hire will be considered until all internal candidates' application has been reviewed.

12.04

When an Employee is the successful applicant in the posting for a permanent job, the following shall apply:

- (a) Lateral transfer: the employee must serve a thirty (30) working day trial period, and will be placed on the grid in the new job at the same rate that the employee was earning immediately prior to the posting.
- (b) Promotion: the employee must serve a thirty (30) working day trial period and will be placed on the grid in the new job at the rate which is next higher than the rate the employee was earning immediately prior to the posting, where applicable.
- (c) Downgrade: the employee will be placed on the grid in the new, lower-rated position at the highest rate which does not exceed the rate employee was earning immediately prior to the posting.

12.05

Trial Period

The successful applicant for a permanent vacancy shall serve a trial period of thirty (30) working days from assumption of new duties. Conditional on satisfactory service, such trial promotion shall be confirmed after the period of thirty working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, or wishes to return to her former position within that time, that employee shall be returned to the former position without loss of seniority, and at the employee's former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to that employee's former position and at the former wage rate of that employee. Employees who elect to return to their former position shall not be allowed to bid on a similar position within the same existing classification within a department for a period of one (1) year.

- 12.06 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred or seconded to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority within the bargaining unit. No permanent employee shall be laid-off by reason of an employee returning to the bargaining unit after having been transferred or seconded in accordance with this article.

ARTICLE 13 HOURS OF WORK

- 13.01 (a) The regular work week for full-time salaried employees will be thirty-five (35) hours per week. The regular work week for full-time hourly employees will be forty (40) hours per week. The work week for part-time employees will not regularly exceed twenty-four (24) hours per week, as scheduled by the Employer.
- (b) Subject to Article 13.03, the regular work day for full-time salaried employees will be seven (7) hours and the regular work day for full-time hourly employees will be eight (8) hours. The regular work day for part-time employees will be seven and one-half (7½) hours, unless otherwise mutually agreed.

- 13.02 (a) Employees in the Administration Building will take one-half hour for lunch.
- All employees will be entitled to a fifteen (15) minute rest period each morning and afternoon.
- (b) In order to maintain a skeleton staff to ensure employee safety in each department during the lunch hour and breaks, employees may be required by their respective supervisors to stagger these breaks.

- 13.03 Full-time employees in the bargaining unit will be entitled to every third Friday off under the following conditions:
1. Employees must be available to provide required coverage during operating hours of all departments and offices. Standard hours of opening for the County Administration Building and the satellite Social Services offices are 8:30 a.m. to 4:30 p.m.
 2. Full-time salaried staff work a seven and one-half (7½) hour day with a half hour unpaid meal period, with the exception of staff at Coronation Park Day Nursery who have a one (1) hour unpaid meal period. Full-time hourly employees work an eight and one-half (8½) hour day with a half hour unpaid meal period.
 3. No employee involved shall be allowed to accumulate **or bank** the 3rd scheduled Friday off. **Employees shall be allowed to reschedule their regular scheduled day off for another day off within the following three week period only.** If an employee does not take the scheduled 3rd Friday off during his/her 3 week schedule, then the scheduled day off is lost.

13.04 Temporary Transfers

When a full-time employee (hereafter called Employee A), who temporarily fills the duties of his/her supervisor, and has satisfactorily handled the duties for a probationary period of three (3) working days, he/she will be paid a rate of 107% of their existing rate for the next 30 consecutive days.

If the employee is still performing duties after the 30 consecutive working days, he/she will then be paid at the above rate of pay or the rate of pay in Step 1 of the grade they are temporarily assigned to, whichever is greater.

The first temporary transfer in every second year will require the probationary period to be fulfilled.
Also:

(a) If Employee A is absent for reasons other than vacation, statutory holidays, time off in lieu of overtime, or third Friday leave where applicable, the said Employee A shall be paid at the rate which applied prior to the temporary transfer; and

(b) If another Employee B must be placed in the temporary position held by Employee A, also on a temporary basis, Employee A shall be paid at their rate prior to the temporary transfer.

13.05 Higher Ranking Pay

Where any full-time employee is required to perform duties of a higher ranking position within the bargaining unit, the provisions of Article 13.04 shall apply.

13.06 Part-time Employees

Any part-time employee, who, for the convenience of the Corporation, is temporarily transferred to another job in which the rate of pay is different from that in effect in the employee's own regular job, shall be paid as follows, while so employed:

1. If the starting rate of pay in the job to which he/she is transferred, is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay.
2. If the classification of the job to which he/she is transferred is higher than the employee's regular classification, and if the starting rate of pay in the job to which he/she is transferred is not at least 3% higher than the employee's regular pay, he/she shall receive a 3% increase in rate of pay while temporarily transferred, providing the employee displays efficiency, skill or ability equal to that of the employees in the job similar to that to which he/she is being transferred.
3. If the starting rate of pay in the job to which he/she is transferred is at least 3% higher than the employee's regular pay, he/she shall receive the starting rate of pay of the job to which he/she is temporarily transferred, providing the employee displays efficiency, skill or ability equal to that of the employee in the job similar to that to which he/she is being transferred; and until such time as he/she displays such efficiency, skill or ability, he/she shall continue to receive his/her own regular rate.
4. It is not the intention of the Corporation to utilize temporary transfers to transfer anyone permanently.

ARTICLE 14 OVERTIME

14.01 (a) For full-time salaried employees, overtime shall be defined as time worked in excess of seven and one-half (7½) hours in a day and shall be taken in accordance with the following conditions:

1. Overtime shall be recorded on bi-weekly payroll attendance sheets.
2. Employees attending conventions, seminars or Union meetings etc., will not accumulate overtime. Where the employer mandates a session to which an employee must attend, the travel portion only of the trip will be compensated at the employee's straight time hourly rate. Where possible, travel time should occur during regular business hours.
3. Authorized overtime worked in excess of normal daily hours (7.5 for RDO recipients) and in excess of the normal work week (37.5 hours for RDO recipients) shall be compensated at the rate of 1.5X their normal hourly rate of pay. Instead of each payment for overtime, a full-time employee may choose to bank time off at the rate of one hour for each hour worked. All other overtime shall be taken as equivalent time off and at a time mutually convenient to the Employer and the Employee. Overtime shall be taken in continuous periods of not less than one (1) hour, and with the approval of the Department Head.
4. Employees above Grade #7 will not accumulate overtime between 8:30 a.m. and 4:30 p.m. during the assigned work week, except for the 3rd scheduled Friday off.
5. Employees shall be allowed to accumulate overtime in excess of forty (40) hours, upon authorization by their Department Head.
6. Accumulated overtime shall have cash surrender value, at the rate of pay the overtime was earned, upon retirement, termination or severance of employment.

(b) For full-time hourly employees, overtime shall be defined as time worked in excess of eight and one-half (8½) hours in a day, and shall be taken in accordance with the following:

1. Overtime shall be recorded on bi-weekly payroll attendance sheets.
2. Employees attending conventions, seminars or Union meetings etc., will not accumulate overtime. Where the employer mandates a session to which an employee must attend, the travel portion only of the trip will be compensated at the employee's straight time hourly rate. Where possible, travel time should occur during regular business hours.
3. Authorized overtime worked in excess of normal daily hours (8.5 for RDO recipients) and in excess of the normal work week (42.5 hours for RDO recipients) shall be compensated at the rate of 1.5X their normal hourly rate of pay. Instead of each payment for overtime, a full-time employee may choose to bank time off at the rate of one hour for each hour worked.

14.02 For part-time employees, overtime shall be defined as time worked in excess of seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week, and shall be taken in accordance with the following conditions:

1. Overtime shall be recorded on bi-weekly payroll attendance sheets.
2. Employees attending conventions, seminars or union meetings, etc. will not accumulate overtime. Where the employer mandates a session to which an employee must attend, the travel portion only of the trip will be compensated at the employee's straight time hourly rate. Where possible, travel time should occur during regular business hours.
3. Authorized overtime worked in excess of normal daily hours (7.5) and in excess of the normal work week (37.5) shall be compensated at the rate of 1.5X their normal hourly rate of pay. Instead of each payment for overtime, an employee may choose to bank time off at the rate of one hour for each hour worked.

14.03 Call Back Pay Guarantee

Where an employee is called back into work outside their normal hours of work they shall be paid a minimum of 3 hours at his/her applicable rate. The employer will endeavor to ensure call back opportunities are divided equally amongst employees per job classification, who are qualified and familiar to perform the available work. Refusals shall be counted for calculation purposes.

ARTICLE 15 VACATIONS

15.01 All full-time employees shall receive annual paid vacations based upon their length of continuous service with the Corporation as measured from their anniversary date of employment. The following schedule is based on a 26 week pay period in a year. Where such number of pay periods is greater, the hours per pay period may vary.

SERVICE	VACATION CREDITS	
	35 Hours per Week	40 Hours per Week
Completed less than eight years continuous service	4.04 hours per pay period (15 days)	4.62 hours per pay period (15 days)
Completed eight but less than fifteen years continuous service	5.39 hours per pay period (20 days)	6.16 hours per pay period (20 days)
Completed fifteen but less than twenty-five years continuous service	6.74 hours per pay period (25 days)	7.70 hours per pay period (25 days)
Completed twenty-five years of continuous service	8.07 hours per pay period (30 days)	9.24 hours per pay period (30 days)

On the first (1st) day of the 9th, 16th and 26th year, an additional 35 or 40 hours depending on the employees classification will be deposited into the employees vacation bank.

Employees will be allowed to accumulate 1.5 times their annual vacation entitlement into their vacation entitlement bank at any one time.

15.02 Full-time employees on extended absences of thirty (30) **consecutive calendar** days **or more** shall not **accumulate vacation pay credits beyond the initial 30 days of absence but shall continue to accrue vacation time entitlements.**

15.03 When a full-time employee takes one week's vacation and their Third Friday occurs during that week, the Friday will remain the employee's Third Friday, and the vacation day shall either be added to the end of the vacation period or reinstated for use at a later time as mutually agreed between the employee and his/her supervisor. The Third Friday cannot be banked.

This procedure does not apply for vacation periods of two weeks or more if a Third Friday falls after the first week of vacation, thus rendering the Third Friday lost.

15.04 Approved Leave of Absence During Vacation

Where a full-time employee qualifies for sick leave, bereavement or any other approved leave during his/her vacation, there shall be no deduction from vacation credits for such absence. The vacation time so displaced shall either be added to the end of the vacation period or reinstated for use at a later date, at a time mutually acceptable to the employee and the department head or designate.

In case of illness or accident, a medical certificate from a qualified physician confirming the illness or accident must be submitted to the department head or designate, together with a letter requesting the time be charged to sick leave, where such is available.

In case of bereavement or other approved leave, satisfactory proof of the occasion must be submitted to the department head or designate together with the Leave Application Form.

15.05 Employees leaving the employ of the Corporation before their anniversary date shall receive vacation pay calculated on an appropriate pro-rata basis (as per Article **15.07**) since their date of hire, or their last anniversary date, as applicable.

15.06 When an employee dies, his/her estate shall be entitled to the value of the vacation credit owing him/her at the rate of pay at the time of decease.

15.07 All part-time employees shall receive vacation pay based upon their length of continuous service with the Corporation as measured from their anniversary date of employment, and as follows:

<u>Accumulated Service</u>	<u>Vacation Entitlement</u>
Less than 8 years continuous service	6%
8 years continuous service	8%
15 years continuous service	10%
25 years continuous service	12%

Part-time employees shall receive their applicable percentage rate of vacation pay on each bi-weekly pay advice.

15.08 (a) Vacations may be taken at any time of the year and the Employer will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation time shall not be unreasonably withheld.

(b) Any conflict of vacation choices between employees within a department shall be decided on the basis of seniority up to March 31st in any calendar year. However, this does not apply to Christmas and New Years which will be processed on a rotational basis amongst interested parties. Any requests for vacation beyond this date will be considered on a 1st come 1st served basis and subject to operational requirements as determined by the Employer and this request will not be unreasonably denied

Summer vacations will be for an initial period of not greater than 2 week period during the months July and August.

Christmas and New Years' vacations shall be for a period of not greater than a one week period and will be rotated amongst interested employees.

For Summer and Christmas/New Years' vacation period an employee may take greater than the amounts stated above once all employees have submitted their request and their request may be accommodated on a 1st come 1st serve basis.

Vacation request shall be as per County of Lambton Policy #495

ARTICLE 16 PAID HOLIDAYS

16.01 The Corporation will pay to full-time employees who have completed their probationary period, the regular rate of pay for paid holidays as designated below:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Part-time and temporary employees shall be entitled to Paid Holidays listed above and will be paid as set out in the Employment Standards Act. The calculation for statutory holiday pay will be based on the employee's regular wages earned (schedule A) and vacation pay payable.

16.02 In addition to the paid holidays as listed in Article 16.01, full-time employees will be allowed a Floating Holiday to be taken at a time mutually agreeable between the employee and the supervisor, within each calendar year. Employees are not eligible for the Floating Holiday during their first year of full-time work unless they start the job prior to April 1.

16.03 In order to be entitled to payment for a holiday an employee must:

(a) be on the active payroll of the Employer and not on leave of absence, sick leave, workers' compensation, suspension, or layoff, provided that a lay-off of less than five (5) working days prior to the holiday shall not disqualify an employee for holiday pay;

(b) have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday **unless absent due to a reasonable cause.**

16.04 Employees who are required to work on any of the above paid holidays will receive premium pay at the rate of time and one-half in addition to their holiday pay.

16.05 If the day of observance of a holiday falls within the period of approved vacation of a full-time employee, he/she shall be paid for such holiday as herein provided, or receive an additional day's vacation with pay.

ARTICLE 17 SICK LEAVE (Full-time Employees)

17.01 Banked Sick Days
Are days earned prior to July 1, 1981 under the former sick leave plan which have a cash surrender value of 50% of their current value at the time disposed of to a maximum of six (6) months' salary.

Intermittent Days
Are days earned July 1, 1981 and hence and have no cash surrender value.

17.02 (a) All employees will be given five (5) Intermittent Days on January 1st of each year, which will be accumulative, but will not acquire a cash value at termination. The Union acknowledges the five (5)

Intermittent Days provided annually are payment in lieu of the Employer sharing the Unemployment Insurance Commission premium reduction with the members of the bargaining unit

17.02 (b) Time off will be granted to employees to attend to immediate family members who require care and attention due to short-term illnesses. Such time off may be charged against accumulated sick leave credits and, in any case, will not exceed one (1) working day for each absence and shall not exceed **three (3)** days per year as part of the five (5) intermittent days as stated in 17:02 (a).

17.03 New employees shall receive Intermittent Days as follows:

<u>Month Hired</u>	<u>No. of Days</u>
Jan. or Feb	5
Mar. or Apr.	4.16
May or June	3.2
July or Aug.	2.5
Sept. or Oct.	1.66
Nov. or Dec.	.83

17.04 The Employer reserves the right to require a medical certificate for sick leave absences of three (3) consecutive working days, or more. Any costs incurred, and not covered by O.H.I.P. or extended health coverage, shall be paid by the Employer (e.g. preparation of the certificate). Such certificate must state:

1. the date the employee was examined by the physician or surgeon;
2. the anticipated date of return to work;
3. if the illness is anticipated to require long term convalescence, the certificate must indicate the approximate duration of the recovery period; while on long term convalescence, medical certificates are required on a regular basis.

17.05 Intermittent Days will be used prior to any other accumulated sick leave credits (Banked Days) when supplementing the weekly indemnity plan, either of which may be used for that purpose up to a maximum of seventeen (17) weeks for each separate illness. Full-time employees who have Banked Sick Days cannot use them to continue earnings (while off work due to illness) in lieu of Weekly Indemnity benefits. Part-time employees who have Banked Sick Days cannot use them to continue earnings while they are off work due to illness.

An employee may use accumulated vacation time to supplement the Weekly Indemnity Plan in the event he/she has no Intermittent Days or Banked Sick Days remaining, with the approval of the Department Head.

No intermittent or Banked Sick Days may be used at any time to supplement the Long Term Disability insurance award.

17.06 Sick leave credits **and/or intermittent days** may be used to make up the difference between Workplace Safety & Insurance Board temporary disability payments and normal pay. An employee may choose to accept Workers' Compensation Board payments only and retain their sick leave credits. It is the responsibility of the employee to so notify the Corporation's payroll clerk at the time an injury occurs and an application is made to the Workers' Compensation Board.

17.07 Accrued Sick Leave Credits

All sick leave credits earned by employees prior to July 1st, 1981 are retained and will be referred to as Banked Days. Intermittent Days only will be granted thereafter and are depleted to maintain pay during the waiting period, until the employee is eligible to receive weekly indemnity payment and to supplement the weekly indemnity payment to receive 100% of salary.

17.08 The Employer will pay 50% of the value of Banked Days to a maximum of six (6) months salary, at the hourly rate of pay they are earning at that time, to any employee who for any reason terminates their employment or retires, unless the employee was hired after July 1st, 1980 (April 1, 1979 for those employees who transferred to the County from the City of Sarnia on January 1, 1991).

Employees hired after July 1, 1980 will receive no cash value as outlined above subject to the five (5) year vesting period formerly in effect. ("There shall be a 5 year vesting period before any cash payments are made under this sick leave plan at termination of employment.")

17.09 An employee may deplete their Banked Sick Days to a maximum of 10% in any calendar year. Payment will be made in January of the new year on requests received after December 15th.

17.10 On special request and subject to approval by Council, an employee may deplete their accumulated sick leave up to 100% in any calendar year, with the employee receiving 50% of the value of the Banked Days accumulated to the maximum of six (6) months salary as set out above. Requests for withdrawals in excess of ten percent (10%) of Banked Sick Days must be submitted by November 15th if the employee wishes to receive his/her entitlement before the end of the year. If the request is made after November 15th, payment will be provided in January of the following year, subject to the receipt of all required approvals.

ARTICLE 18 LEAVE OF ABSENCE

18.01 Bereavement Leave

(a) Employees shall be granted up to five (5) working days off without loss of pay or benefits in the case of death of an immediate family member for the purposes of attending the funeral. Immediate family member shall be defined as spouse, common-law-spouse, **child, step-child**, parent, **step-parent, brother and sister**. This clause shall also apply to persons standing in loco parentis. Payment shall be made where the days are actually used for making funeral arrangements, travel, and attending the funeral or memorial service, provided the leave days are regularly scheduled work days.

(b) An employee shall be granted up to three (3) working days leave without loss of pay or benefits, in the case of the death of a: grandparent, grandchild, mother-in-law, father-in-law, son-in-law and daughter-in-law. Payment shall be made where the days are actually used for making funeral arrangements, travel, and attending the funeral or memorial service, provided the leave days are regularly scheduled work days.

(c) An employee shall be granted up to one (1) day of leave, without loss of pay or benefits, in order to attend the funeral or memorial service of a: brother-in-law, sister-in-law, grandparent-in-law, aunt, uncle, niece, nephew or to be a pallbearer provided the funeral or memorial service falls on a regularly scheduled work day.

18.02 The employee shall advise their department head, or designate, of the need for bereavement leave at their earliest convenience, and shall complete and submit a County of Lambton Leave Application to their supervisor upon their return to work.

18.03 It is agreed that a bereaved employee may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of the department head, or designate.

18.04 When a full-time **or part-time** employee who would otherwise be present at work is **subpoenaed** for jury duty or as a court witness he/she will be paid his/her normal daily pay, and the amount he/she receives for court duties will be turned over to the Corporation.

18.05 The Corporation may grant, at its discretion, unpaid leave of absence to any employee for legitimate personal reasons. A full-time employee on such leave of absence shall continue to accumulate seniority for a period of not more than three (3) months. A Department Head may grant leave of absence without pay in case of personal emergency.

18.06 The grant of a leave of absence without pay to any employee must be obtained from the Department Head in writing prior to the leave of absence being commenced. If the leave of absence is for two (2) weeks or less, it will be at the discretion of the employee's supervisor or Department Head. If more than two (2) weeks is requested, the leave of absence must be signed by the supervisor and Department Head.

18.07 During leave of absence by full-time employees for illness, maternity and adoption, the Employer shall continue to provide the benefits as provided in Article 19.01. If the leave is for other than illness, maternity or adoption, the Corporation will only pay its share of the cost of benefits provided the leave is for not more than two (2) weeks. If the leave is for other than illness, maternity or adoption, and is in excess of two (2)

weeks, the employee must pay 100% of benefits before commencing the leave, starting from the first day of the leave of absence.

18.08 Full-time employees who are absent from work due to accident or illness shall have the Corporation's share of their benefits paid for five (5) months after the month in which the absence began, and no longer. Thereafter, the employee may continue to pay the full premium cost on his/her own behalf in accordance with the terms of the prevailing policies.

18.09 (a) The employer will provide pregnancy and parental leaves in accordance with the Employment Standards Act, Province of Ontario.

(b) An employee on leave as set out above who has applied for and is in receipt of Employment Insurance benefits shall be paid a supplemental employment insurance benefit equivalent to the difference between seventy-five (75%) of the employees' regular weekly earnings and the earnings of the employee's weekly rate of employment insurance benefits and any other earnings, for a maximum of fifteen weeks of pregnancy/parental leave. Such payments shall be contingent upon the employee providing proof that s/he is eligible for, or in receipt of, Employment Insurance pregnancy or parental leave benefits during the period of payment. The employee's regular weekly earnings shall be in accordance with the Schedule "A" of the agreement and shall be the employee's rate of pay on the last day worked prior to the commencement of the leave times.

(c) When the employee returns to work upon expiration of the authorized leave, s/he shall be entitled to return to the classification most recently held if it still exists, or to a comparable position and wage rate, if it does not.

(d) It is understood that the Employer will grant a leave of absence for the purpose of the adoption of a child in accordance with the terms of the Employment Standards Act.

18.10 Leave of absence with pay and without loss of seniority shall be granted to not more than three (3) employees who are elected or appointed to represent the Union at a conference, convention or education seminar, subject to operational requirements which approval shall not be unnecessarily denied. In such case, the Employer shall continue to pay the employee and bill the Union for the wages and statutory benefits involved. The Employer will bill the Union for the wages and statutory benefits and will be reimbursed in full for these; the Employer agrees to subsequently make a contribution of one-half of the amount of the statutory benefits to a charity named by the Union.

ARTICLE 19 EMPLOYEE BENEFIT PLANS

19.01 The Employer shall pay its share of the cost of the premiums of the following insurance plans, which shall be subject to the terms, conditions and regulations of such plans for qualified regular full-time employees who have completed their probationary period **save and except for Weekly Indemnity benefits which will be available upon completion of the earlier of the probationary period or (3) months' employment.** Upon completion of the waiting period, a full-time employee will be offered the opportunity to join the County's benefit plans for this group; if the employee chooses not to participate in any or all of the plans, they must sign a waiver to this effect.

(a) Ontario Health Insurance Plan (O.H.I.P.) including semi-private coverage, one hundred percent (100%) of the billed premiums.

(b) Major Medical Coverage - one hundred percent (100%) of the billed premiums.

(c) Vision - the Employer shall pay one hundred percent (100%) of the billed premium to make available an optical plan which provides **\$350.00/24** months coverage per family member. Laser eye surgery will be an eligible expense within this maximum. The employer will pay up to \$90.00/24 months for the cost of one optometric eye exam or one eye refraction.

(d) Group Life Insurance - the Employer participates in a Group Life Insurance Plan, which is a condition of employment for full-time employees who have completed their probationary period (sixty (60) working days), to the amount of two times the annual salary rounded to the next higher \$1,000.00 to a maximum of \$150,000.00, or whatever greater amount may be approved by Council. The Employer agrees to pay one hundred percent (100%) of the billed premiums.

- (d) Accident and Dismemberment Insurance - the Employer participates in this insurance plan, also, to the amount of two times the annual salary rounded to the next higher \$1,000.00 to a maximum of \$150,000.00, The Employer agrees to pay one hundred percent (100%) of the billed premiums.
- (e) Dental Insurance Plan - fifty percent (50%) of the premium to be paid by Employer and fifty percent (50%) of the premium to be paid by the employee by payroll deduction. Fifty percent coverage for complete or partial dentures, crowns, caps, bridges and fifty percent coverage for orthodontic coverage for dependant children (as defined in the master policy) is included. Coverage shall be the current dental O.D.A. fee schedule. There is a \$2000.00 annual maximum for basic and major combined per insured family member. There is a \$1500.00 lifetime maximum for orthodontics.
- (f) Weekly Indemnity Insurance - the Employer agrees to pay one hundred percent (100%) of the billed premium for the plan **or at its option self insure the plan** which provides seventy-five percent (75%) of weekly earnings up to a maximum benefit per week. Benefits begin the first day of injury, the first day of hospitalized illness or the fourth day of non-hospitalized illness.
- (g) Long Term Disability - the Employer agrees to pay one hundred percent (100%) of the billed premiums for the plan which pays seventy percent (70%) of monthly earnings up to a maximum benefit per month.
- (h) O.M.E.R.S. Pension Plan - the Employer shall participate in the Ontario Municipal Employees Retirement System. It is a condition of employment with the Employer that each full-time employee become a member of O.M.E.R.S., contributing payment as required by the system through payroll deduction. The Employer will contribute an equal amount to the fund to aid in providing a retirement pension.
- (i) Paramedical Plan - \$500 per year for all specialties combined
- (j) Nursing - A maximum of \$25,000 per 3 years
- (k) Deluxe Travel Coverage
- (l) Dependant Life Insurance - \$10,000 spouse and \$5,000 each dependant child

19.02 The Employer reserves the right to change carriers on the insurance coverage noted above, with sixty (60) days notice to the Union (who shall have the opportunity to respond), provided the insurance maintains equal or better coverage.

19.03 Part-time employees covered by this Collective Agreement shall receive, in addition to their regular wages, ten percent (10%) as payment in lieu of the welfare benefits provided to full-time members of the bargaining unit. If a part-time employee decides to join O.M.E.R.S., the employer's share of the O.M.E.R.S. contributions shall be deducted from the aforementioned amount.

19.04 Employees Collecting Workplace Safety Insurance Board Insurance

An employee with at least one (1) year's seniority as of the date of injury, receiving payment for a compensable injury under WSIB shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement, as applicable. While on WSIB the Employer shall continue to pay his share of all premiums for employee benefits, including pension plan, as applicable based on one hundred percent (100%) of earnings, for not more than two (2) years. If the injured employee is not physically capable of performing his/her regular duties, the Employer and the Union shall meet to discuss what alternatives are available for the injured worker, **considering** the findings of the vocational rehabilitation section of WSIB.

ARTICLE 20 BOOT AND CLOTHING ALLOWANCE

20.01 **The employer shall provide safety footwear and personal protective clothing allowance of \$250.00 annually to each employee who must work outdoors,** upon presentation of a receipt.

ARTICLE 21 CAR ALLOWANCE

21.01 All employees using their personal vehicles for the Corporation's purposes will be entitled to a mileage allowance at the rate of \$0.36 per kilometer or County Policy #485, whichever is greater. Travel allowance will be according to County policy.

ARTICLE 22 NEPOTISM

22.01 The parties agree that Nepotism, as it applies to the bargaining unit, shall be covered by Policy No. 320 (Revision Date November 30, 1994) in the County's Personnel/Employment Policy Manual.

ARTICLE 23 PROTECTION OF EMPLOYEE'S POSITION

23.01 Bargaining unit members shall not be laid off as a direct result of a County initiated contracting out of County of Lambton business to any private enterprise. It shall be understood that County of Lambton business shall be defined as work owned by the County of Lambton to deliver County of Lambton services and does not constitute work performed under contract for any other public body.

23.02 Employees excluded from the bargaining unit shall not perform work normally carried out by bargaining unit employees where such work, in itself would result in a direct lay-off of bargaining unit employees.

ARTICLE 24 GENERAL CONDITIONS

24.01 The Corporation shall provide a bulletin board at each facility where Local 2926 members are located, for the use of the Union for posting notices, meeting dates etc.

ARTICLE 25 PAYMENT OF WAGES AND SALARIES

25.01 Wages and salaries shall be paid in accordance with Schedule "A" of this Collective Agreement. If an employee starts at a rate of pay in excess of step 1, the Employer will inform the Union of such decision and explain their reasoning for their decision.

25.02 The Employer shall reimburse an employee for his/her payment of membership or registration fees to an organization or governing body to a maximum of 50% of the required fee per annum, when the payment of such fees is a legislated requirement for the continuation of the performance of his position, providing the employer requires the legislated qualifications to perform the duties of the position.

ARTICLE 26 JOB EVALUATION (New)

Position descriptions for new positions or for positions requiring revisions shall be prepared by the Employer. The process of reviewing revised or new positions will be as per the jointly approved Maintenance manual for Pay Equity/Job evaluation. Wage rates for new or revised positions shall be the subject of negotiations between the parties. Where agreement is not reached, the issue may be processed through the grievance procedure commencing at Step 2 and failing resolution may be referred to arbitration as specified in this collective agreement.

It is understood that the new salaries will be retroactive to the date an employee was transferred to the new job classification or assumed the revised responsibilities.

The Union may also request that a job classification be reviewed in the same manner described above if it is felt that the content of a job has changed. In such case the Union will set forth in writing the reason(s) for the request.

ARTICLE 27 TRAINING

27.01 (a) Every employee may request approval for training courses at any time. Such requests shall be made to the employee's immediate supervisor and will be granted in a fair and equitable manner and is to be applied consistent with the County of Lambton Policy #700.

(b) The Employer will notify employees of available training and development courses offered by the County.

ARTICLE 28 NO DISCRIMINATION / NO REPRISAL

28.01 (a) The Parties hereto agree to abide by the provisions of the Ontario Human Rights Code.

(b) The parties agree that there shall be no reprisal against an employee because of the exercise of his/her rights under this Collective Agreement.

(c) The Corporation endorses the right of every employee to work in an environment free from harassment as defined by the Code, and providing employees with a process for solving harassment complaints including the grievance process that might arise in accordance with County of Lambton Policy # 505.

ARTICLE 29 TERM OF AGREEMENT

29.01 This Agreement shall be binding and remain in effect from **January 1, 2011 to December 31, 2014** and shall continue from year to year thereafter pursuant to the terms and conditions of Article **28.03**.

29.02 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

29.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party. Within ten (10) working days of receipt of such notice by one party, or such other period as may be mutually agreed between the parties, the other party is required to enter into negotiations for a new agreement. Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike occurs, whichever occurs first. If negotiations extend beyond the termination of this Agreement, any revision in terms shall apply retroactively only if mutually agreed by the parties.

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926:

CUPE 2926 Full Time		January 1, 2011 - 2%					Period 14, 2011 - 1%					January 1, 2012 - 1%					Period 14, 2012 - 1.5%					
Band	Occ	Occupation Name	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
9	E1042	Planner	29.86	31.14	32.58	34.15	35.83	30.16	31.45	32.91	34.49	36.19	30.46	31.76	33.24	34.83	36.55	30.92	32.24	33.74	35.35	37.10
8	E1028	Property Standards Officer/Bylaw E	28.22	29.44	30.78	32.26	33.88	28.50	29.73	31.09	32.58	34.22	28.79	30.03	31.40	32.91	34.56	29.22	30.48	31.87	33.40	35.08
8	E1037	Building Inspector	28.22	29.44	30.78	32.26	33.88	28.50	29.73	31.09	32.58	34.22	28.79	30.03	31.40	32.91	34.56	29.22	30.48	31.87	33.40	35.08
8	E1213	Private Sewage Sys. Coordinator	28.22	29.44	30.78	32.26	33.88	28.50	29.73	31.09	32.58	34.22	28.79	30.03	31.40	32.91	34.56	29.22	30.48	31.87	33.40	35.08
7	E1031	Plumbing Inspector	26.60	27.74	29.01	30.41	31.93	26.87	28.02	29.30	30.71	32.25	27.14	28.30	29.59	31.02	32.57	27.55	28.72	30.03	31.49	33.06
7	E1063	Eligibility Review Officer	26.60	27.74	29.01	30.41	31.93	26.87	28.02	29.30	30.71	32.25	27.14	28.30	29.59	31.02	32.57	27.55	28.72	30.03	31.49	33.06
7	E1075	Family Support Worker	26.60	27.74	29.01	30.41	31.93	26.87	28.02	29.30	30.71	32.25	27.14	28.30	29.59	31.02	32.57	27.55	28.72	30.03	31.49	33.06
7	E1084	Claims Accountant	26.60	27.74	29.01	30.41	31.93	26.87	28.02	29.30	30.71	32.25	27.14	28.30	29.59	31.02	32.57	27.55	28.72	30.03	31.49	33.06
7	E1088	ECE Teacher	26.60	27.74	29.01	30.41	31.93	26.87	28.02	29.30	30.71	32.25	27.14	28.30	29.59	31.02	32.57	27.55	28.72	30.03	31.49	33.06
7	E1192	Best Start Coordinator	26.60	27.74	29.01	30.41	31.93	26.87	28.02	29.30	30.71	32.25	27.14	28.30	29.59	31.02	32.57	27.55	28.72	30.03	31.49	33.06
7	E1203	Community Placement Officer	26.60	27.74	29.01	30.41	31.93	26.87	28.02	29.30	30.71	32.25	27.14	28.30	29.59	31.02	32.57	27.55	28.72	30.03	31.49	33.06
6	E1044	Planning Technician	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
6	E1048	Caseworker	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
6	E1189	Programme & Data Analyst - Child	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
6	E1214	Access Coordinator	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
6	E1221	Prog Compliance & Audit Officer	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
6	E1222	Community Support Worker	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
6	E1230	Project Officer	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
6	E2023	9-1-1 Technician	24.96	26.03	27.22	28.53	29.97	25.21	26.29	27.49	28.82	30.27	25.46	26.55	27.76	29.11	30.57	25.84	26.95	28.18	29.55	31.03
5		VACANT																				
4	E1004	Data Processor 1	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1006	Accounting Clerk (Finance)	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1022	Data Processor 11	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1032	Waste Management Secretary	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1045	Administrative Asst. (P & D)	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1079	Inspection Secretary	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1207	Property Services Assistant	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1209	Client Services Assistant	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1211	Maintenance Repair Housing	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1212	Building Custodian (Housing) 80 h	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E1226	Program Coordinator (Housing)	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
4	E5018	Accounting Clerk (PW)	21.70	22.64	23.68	24.82	26.04	21.92	22.87	23.92	25.07	26.30	22.14	23.10	24.16	25.32	26.56	22.47	23.45	24.52	25.70	26.96
3	E1020	Maintenance Person - Admin/Wyom	20.06	20.92	21.88	22.93	24.08	20.26	21.13	22.10	23.16	24.32	20.46	21.34	22.32	23.39	24.56	20.77	21.66	22.65	23.74	24.93
3	E1033	Child Care Admin Clerk	20.06	20.92	21.88	22.93	24.08	20.26	21.13	22.10	23.16	24.32	20.46	21.34	22.32	23.39	24.56	20.77	21.66	22.65	23.74	24.93
3	E1049	Clerk Best Start	20.06	20.92	21.88	22.93	24.08	20.26	21.13	22.10	23.16	24.32	20.46	21.34	22.32	23.39	24.56	20.77	21.66	22.65	23.74	24.93
3	E1069	Maintenance Person (CHSD/CPD)	20.06	20.92	21.88	22.93	24.08	20.26	21.13	22.10	23.16	24.32	20.46	21.34	22.32	23.39	24.56	20.77	21.66	22.65	23.74	24.93
3	E1089	Cook (Daycare) 80 hours	20.06	20.92	21.88	22.93	24.08	20.26	21.13	22.10	23.16	24.32	20.46	21.34	22.32	23.39	24.56	20.77	21.66	22.65	23.74	24.93
2	E1012	Recept/Clerk (Finance)	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1026	Purchasing Assistant (Finance)	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1027	Clerk (Day Care)	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1036	Recept/Clerk (Soc. Services)	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1073	Computer Operator	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1074	Accounts Payable/Receivable Clerk	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1076	Case Aide	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1136	Maintenance Person (Admin/LSSC)	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1138	Admin Clerk - I & D	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1193	Receptionist/Clerk, Best Start	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.08	19.89	20.80	21.80	22.89
2	E1228	Support Clerk (Housing)	18.43	19.22	20.09	21.06	22.11	18.61	19.41	20.29	21.27	22.33	18.80	19.60	20.49	21.48	22.55	19.				

CUPE 2926 Full Time			January 1, 2013 - 1%					Period 14, 2013 - 1.5%					January 1, 2014 - 2%					Period 14, 2014 - 1%				
Band	Occ	Occupation Name	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
9	E1042	Planner	31.23	32.56	34.08	35.70	37.47	31.70	33.05	34.59	36.24	38.03	32.33	33.71	35.28	36.96	38.79	32.65	34.05	35.63	37.33	39.18
8	E1028	Property Standards Officer/Bylaw E	29.51	30.78	32.19	33.73	35.43	29.95	31.24	32.67	34.24	35.96	30.55	31.86	33.32	34.92	36.68	30.86	32.18	33.65	35.27	37.05
8	E1037	Building Inspector	29.51	30.78	32.19	33.73	35.43	29.95	31.24	32.67	34.24	35.96	30.55	31.86	33.32	34.92	36.68	30.86	32.18	33.65	35.27	37.05
8	E1213	Private Sewage Sys. Coordinator	29.51	30.78	32.19	33.73	35.43	29.95	31.24	32.67	34.24	35.96	30.55	31.86	33.32	34.92	36.68	30.86	32.18	33.65	35.27	37.05
7	E1031	Plumbing Inspector	27.83	29.01	30.33	31.80	33.39	28.25	29.45	30.78	32.28	33.89	28.82	30.04	31.40	32.93	34.57	29.11	30.34	31.71	33.26	34.92
7	E1063	Eligibility Review Officer	27.83	29.01	30.33	31.80	33.39	28.25	29.45	30.78	32.28	33.89	28.82	30.04	31.40	32.93	34.57	29.11	30.34	31.71	33.26	34.92
7	E1075	Family Support Worker	27.83	29.01	30.33	31.80	33.39	28.25	29.45	30.78	32.28	33.89	28.82	30.04	31.40	32.93	34.57	29.11	30.34	31.71	33.26	34.92
7	E1084	Claims Accountant	27.83	29.01	30.33	31.80	33.39	28.25	29.45	30.78	32.28	33.89	28.82	30.04	31.40	32.93	34.57	29.11	30.34	31.71	33.26	34.92
7	E1088	ECE Teacher	27.83	29.01	30.33	31.80	33.39	28.25	29.45	30.78	32.28	33.89	28.82	30.04	31.40	32.93	34.57	29.11	30.34	31.71	33.26	34.92
7	E1192	Best Start Coordinator	27.83	29.01	30.33	31.80	33.39	28.25	29.45	30.78	32.28	33.89	28.82	30.04	31.40	32.93	34.57	29.11	30.34	31.71	33.26	34.92
7	E1203	Community Placement Officer	27.83	29.01	30.33	31.80	33.39	28.25	29.45	30.78	32.28	33.89	28.82	30.04	31.40	32.93	34.57	29.11	30.34	31.71	33.26	34.92
6	E1044	Planning Technician	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
6	E1048	Caseworker	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
6	E1189	Programme & Data Analyst - Child	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
6	E1214	Access Coordinator	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
6	E1221	Prog Compliance & Audit Officer	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
6	E1222	Community Support Worker	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
6	E1230	Project Officer	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
6	E2023	9-1-1 Technician	26.10	27.22	28.46	29.85	31.34	26.49	27.63	28.89	30.30	31.81	27.02	28.18	29.47	30.91	32.45	27.29	28.46	29.76	31.22	32.77
5		VACANT																				
4	E1004	Data Processor 1	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1006	Accounting Clerk (Finance)	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1022	Data Processor 11	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1032	Waste Management Secretary	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1045	Administrative Asst. (P & D)	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1079	Inspection Secretary	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1207	Property Services Assistant	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1209	Client Services Assistant	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1211	Maintenance Repair Housing	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1212	Building Custodian (Housing) 80 h	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E1226	Program Coordinator (Housing)	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
4	E5018	Accounting Clerk (PW)	22.69	23.68	24.77	25.96	27.23	23.03	24.04	25.14	26.35	27.64	23.49	24.52	25.64	26.88	28.19	23.72	24.77	25.90	27.15	28.47
3	E1020	Maintenance Person - Admin/Wyom	20.98	21.88	22.88	23.98	25.18	21.29	22.21	23.22	24.34	25.56	21.72	22.65	23.68	24.83	26.07	21.94	22.88	23.92	25.08	26.33
3	E1033	Child Care Admin Clerk	20.98	21.88	22.88	23.98	25.18	21.29	22.21	23.22	24.34	25.56	21.72	22.65	23.68	24.83	26.07	21.94	22.88	23.92	25.08	26.33
3	E1049	Clerk Best Start	20.98	21.88	22.88	23.98	25.18	21.29	22.21	23.22	24.34	25.56	21.72	22.65	23.68	24.83	26.07	21.94	22.88	23.92	25.08	26.33
3	E1069	Maintenance Person (CHSD/CPD)	20.98	21.88	22.88	23.98	25.18	21.29	22.21	23.22	24.34	25.56	21.72	22.65	23.68	24.83	26.07	21.94	22.88	23.92	25.08	26.33
3	E1089	Cook (Daycare) 80 hours	20.98	21.88	22.88	23.98	25.18	21.29	22.21	23.22	24.34	25.56	21.72	22.65	23.68	24.83	26.07	21.94	22.88	23.92	25.08	26.33
2	E1012	Receipt/Clerk (Finance)	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1026	Purchasing Assistant (Finance)	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1027	Clerk (Day Care)	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1036	Receipt/Clerk (Soc. Services)	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1073	Computer Operator	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1074	Accounts Payable/Receivable Clerk	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1076	Case Aide	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1136	Maintenance Person (Admin/LSSC)	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1138	Admin Clerk - I & D	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1193	Receptionist/Clerk, Best Start	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15	21.01	21.98	23.03	24.18
2	E1228	Support Clerk (Housing)	19.27	20.09	21.01	22.02	23.12	19.56	20.39	21.33	22.35	23.47	19.95	20.80	21.76	22.80	23.94	20.15				

LETTER OF UNDERSTANDING #1

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

Re: Individuals Employed by the County under Government Assisted Training and Employment Programs

It is agreed and understood between the parties that "term employees" may be hired under a government assisted training and employment experience program, for example, Summer Career Placements (SCP) or Summer Job Service (SJP), Job Creation Program and Employment Insurance Act for a specified term and tasks. Such individuals will be paid and work in accordance with the government program and shall not be covered by the terms of the Collective Agreement.

The Employer shall advise the Union of the terms and conditions of the term position at the time of making the grant application, and shall advise the Union of all employees at the time of hire for the term position.

Such individuals shall not be utilized:

-to eliminate Bargaining Unit positions or prevent the addition of permanent positions within the Bargaining Unit,

- within a job classification, if there has been a reduction of hours for qualified employees within that classification.

No permanent employee shall be laid off within a job classification, within a Department, or as applicable, a Division within a Department, within 3 months of hiring a term employee within that job classification.

Such programs will not be enhanced, expanded or extended, if qualified staff within that job classification are on lay-off.

It is further understood that this Letter of Understanding covers any future individuals hired under government assisted training and employment programs.

This Letter shall be subject to the Grievance and Arbitration procedure, and shall apply to the duration of the Collective Agreement.

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926:

LETTER OF UNDERSTANDING #2

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

Re: Individuals Employed by the County as Students

It is agreed and understood between the parties that students may be hired as "term employees" under government assisted training and employment programs for specified term and tasks. Such individuals will be paid and work in accordance with the government program and shall not be covered by the terms of the Collective Agreement. The Employer shall advise the Union of the terms and conditions of the term position at the time of making the grant application, and shall advise the Union of all such employees at the time of hire for the term position.

It is further understood that this Letter of Understanding covers such individuals hired after this date.

This Letter shall be subject to the Grievance and Arbitration procedure, and shall apply to the duration of the Collective Agreement.

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926:

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

Re: Individuals Employed by the County as Students – Co-Operative Programs

It is agreed and understood between the parties that students may be hired as “term employees” for specified term and tasks during the summer and on work terms for students in co-operative programs. Such individuals shall not be covered by the terms of the Collective Agreement.

It is further understood that this Letter of Understanding covers such individuals hired after this date.

It is further understood that the utilization of students who are hired will not result in the direct layoff or a decrease in normal working hours of an employee.

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926

LETTER OF UNDERSTANDING #4

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

Re: A Memorandum of Understanding between the Corporation of the County of Lambton and the CUPE Local 2926 Regarding Social Housing Transfer.

PURPOSE:

This Memorandum of Understanding sets out the terms and conditions agreed between the parties resulting from negotiations related to the transfer of social housing responsibilities from the Province to the County of Lambton.

SUBJECT: KEY ATTENDANT

It is agreed that the following terms and conditions shall apply to **Key Attendants**:

Purpose:

Key Attendants will be required to live on-site and their duties will be confined exclusively to the security of the Building and its Tenants.

Qualifications:

Ability to understand simple oral and written instructions.

Duties:

- reporting maintenance problems to supervisor
- reporting on vandalism to supervisor
- assisting on lock-outs
- monitoring fire alarm systems and assisting in cases of fire alarms
- reporting disturbances to supervisor and/or police
- maintaining general security, ensuring doors are properly secured
- any other related duties.

Key Attendants will receive rent free accommodation which will be valued in accordance with Income Tax regulations and which will include free heat, hydro, water and telephone (not including personal long distance calls).

Where a **Key Attendant** is required to perform any work other than those duties listed above, the Local Housing Authority will pay the **Key Attendants** for such work at the hourly rate of:

DATE	RATE	INCREASE
January 1, 2010	12.62	
January 1, 2011	12.87	2.0%
PP #14, 2011	13.00	1.0%
January 1, 2012	13.13	1.0%
PP #14, 2012	13.33	1.5%
January 1, 2013	13.46	1.0%
PP #14, 2013	13.66	1.5%
January 1, 2014	13.93	2.0%
PP #14,2014	14.07	1.0%

Less than 15 minutes – minimum 1/4 hour

15 to 30 minutes - 1/2 hour

31 to 45 minutes - 3/4 hour

46 minutes to 1 hour - 1 hour

Union dues will be deducted monthly, based on earnings for the previous month and in accordance with rates laid down by the union from time to time. However, no dues will be deducted if the **Key Attendants** has worked three (3) hours or less during the previous month.

It is understood that **Key Attendants** are covered per current provisions of the Workplace Safety and Insurance Act.

SUBJECT: EDUCATIONAL REQUIREMENTS –

- The County of Lambton will exempt the current employees (November 30, 2000) in the Social Housing Department from the educational requirement necessary for the following positions:
Key Attendants, Building Custodian, Maintenance Repairperson

- it is the County of Lambton’s intention that the incumbents employed in the above positions on that date are exempt from the educational requirements while employed in their current classifications
- for clarity, if a current incumbent as listed above applies for a position outside of his/her current classification that incumbent will be required to meet the educational requirements for that different classification
- the union agrees that the County of Lambton retains the right to set bona fida educational requirements and position credentials for these positions when they become vacant

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926

LETTER OF UNDERSTANDING #5

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

Re: Job-Sharing

It is understood by all parties to this agreement that this letter does not form part of the collective agreement between the Canadian Union of Public Employees, on behalf of Local 2926 and the Corporation of the County of Lambton and furthermore that it will terminate on December 31, **2014**. This Letter of Understanding is for a trial period and represents a specific agreement between CUPE Local 2926, and the County of Lambton with regard to a job share arrangement with (Insert Name) and (Insert Name).

Preamble

Whereas it is the intent of the County of Lambton to recognize the increasing life pressures on its employees and the corresponding impact on their jobs, it is also understood that the county remains committed to providing its services uninterrupted and responsibly both fiscally and operationally.

Job-Sharing:

1. The County of Lambton will consider job sharing full time permanent positions(s) within the bargaining unit between two employees under the following provisions:
 - i) Approval of a job share including length of term remains the sole discretion of the County of Lambton without recourse or redress.
 - ii) All requests for job share must be made in writing to the immediate supervisor signed by both requesting employees no later than 6 weeks prior to commencement of the job share.
 - iii) Review of the job share arrangement shall be the responsibility of the respective immediate supervisor, and shall be ongoing throughout the arrangement.
 - iv) Duties will be divided equally between the two parties and they are expected to fulfill all of the obligations of a full-time position. Each job share participant must work 35 hours per pay period. It is understood that all personal appointments will be arranged during non-working hours except for emergency situations.
 - v) Wages for job share employees subject to this agreement will be prorated to 50% of the rate of each pay each of them would otherwise receive as per the Collective Agreement.
 - vi) Wage increments to which either employee may be entitled will be prorated at 50%. To clarify, it will take 1 yr. **between each step, from step 1 through step 5.**
 - vii) Benefits entitlements shall be provided as follows:
 - a) If one or both of the participating employees currently participate in any or all of the various County Benefits Plans as defined in article 19, the employee(s) may continue to participate in the same plans providing the employee(s) pay to the county the value of the monthly premiums commensurate with the full time equivalency they are working under the job share arrangement.
(i.e.) if the employees both have full time benefits and each work ½ of the existing position hours of work, each employee will be responsible for a 50% share of the participating plans premiums, and accordingly may continue to participate in the benefits plans.

- viii) Benefits such as vacation entitlement, sick day entitlement, and statutory holiday pay will be prorated to 50% of the current full-time entitlement.
- ix) Accumulation of seniority for the two employees during the job share arrangement shall be as per Article 10.01 (b) of the Collective Agreement.
- x) In the event that one employee wishes to leave the job share position, the remaining employee shall assume the position on a full-time basis for the duration of this agreement and the other employee may exercise their seniority rights as per the collective agreement.

2. Job share arrangements may be terminated by any party to the arrangement without recourse or redress. Any party to the arrangement wishing to terminate the job share must notify the immediate supervisor no later than three calendar weeks prior to the desired termination date. If it is the desire of the County of Lambton to terminate the arrangement they will notify the participating employees no later than three calendar weeks prior to termination.

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926:

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

RE: Time Off – Christmas Eve and New Years’ Eve

The Corporation of the County of Lambton may suspend its’ operations for the above periods. The decision shall be that of the CAO in conjunction with Warden for Lambton County.

An employee will be permitted to draw on accumulated vacation, overtime, or any other lieu day credits to offset a loss of pay.

An employee will be permitted to take an unpaid leave of absence during this time.

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926:

LETTER OF UNDERSTANDING #7

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

Re: Gas Technician Duties (Mario Lavallee)

Whereas, the Employer has requested the employee to perform duties as a Gas Technician (see attached) within the Housing Department, and;

Whereas, the Employer has agreed to remunerate the employee for hours worked (see attached schedule) as Gas Technician so long as the Employer requires these duties to be performed, and;

Whereas, the additional rate of pay will be added to the current hourly rate for the performance of the Gas Technician duties as follows:

DATE	RATE	INCREASE
January 1, 2010	2.75	
January 1, 2011	3.50	27.0%
PP #14, 2011	3.54	1.0%
January 1, 2012	3.58	1.0%
PP #14, 2012	3.63	1.5%
January 1, 2013	3.67	1.0%
PP #14, 2013	3.73	1.5%
January 1, 2014	3.80	2.0%
PP #14, 2014	3.84	1.0%

and; Whereas this arrangement is solely for the above named employee, and;

The Parties further agree that:

The Gas Technician duties are not normal duties of the CUPE 2926 bargaining unit as referred to in Article 4 of the Collective Agreement;

The Employer retains the right to discontinue or Contract Out the Gas Technician duties.

If the Employer for any reason discontinues the employee from performing the Gas Technician duties, the Union agrees that it is the right of the Employer to do so without redress.

The Gas technician's schedule and any other future schedules may be amended by the Employer to accommodate requested time off such as vacation time and personal time etc.

If the duties are to be discontinued, 30 days advance notice will be given.

Dated this _____ day of _____, 2011

For The Employer:

For CUPE Local 2926

LETTER OF UNDERSTANDING #8

Between

THE CORPORATION OF THE COUNTY OF LAMBTON

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2926

RE: Individuals Employed by the County receiving Benefits post 65

It is agreed and understood between the parties that employees who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

Extended Health Care benefits listed in the collective agreement (including vision, paramedical, out of province).

Weekly Indemnity Insurance Plan (as described in the collective agreement).

Dental Coverage (cost sharing as described in collective agreement).

OMERS pension plan (subject to the terms and conditions as set by OMERS) including and without limit to the age stipulation.

Life Insurance and AD&D benefit coverage of \$25,000 each. **Employees will not be entitled to Long Term Disability benefits or dependant life insurance identified in Article 19.01 of the collective agreement, or identified in the insurance carrier benefits booklet.**

The employer agrees to extend the voluntary AD&D to all post 65 employees subject to the terms and conditions of the insurer. The employer's only obligation is the remittance of premiums for said plans.

Eligibility for benefits extended to employee age 65 and above under this letter shall cease upon the employee reaching age 70.

Dated this _____ day of _____, 2011

For the Employer:

For CUPE Local 2926

