



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, 2019 to December 31, 2022

**SIGNED
ORIGINALS**

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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 (a) 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.
- (b) **The parties agree to abide by the employer's policies, procedures, rules and/or regulations as amended from time to time. The Employer policies are available on the County's Intranet.**
- 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 Consultant, 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 **twelve (12)** 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).
- (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, 24, 27 and Schedule 'A' of the Collective Agreement.
- (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. **This clause shall be interpreted in a manner consistent with the Ontario Humans Rights Code, or any other applicable legislation.**
- (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. If there are future changes to the current reporting requirements remitted on a T-4 slip, the Employer will discuss with the Union the necessary changes needed to meet the legislated requirement and consistent with Revenue Canada.

Along with the deductions, the Employer will provide:

A completed Union dues remittance form, indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, regular earnings, hours worked, and dues deducted.

The Employer reserves the right to withhold, an equal amount of Union dues owed, on any invoices overdue in excess of sixty (60) days, until the invoice is paid.

- 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 within the first week a maximum of a thirty (30) minutes during regular working hours and without loss of pay for either employee to meet with the new employee. The Union shall provide the probationary employee a copy of the collective agreement and acquaint them with the structure, benefits, and duties of union membership.
- 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.

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 members of the Joint Occupational Health and Safety Committee will be appointed by the Union under the Occupational Health and Safety Act. All appointments shall be for a minimum three (3) year period. To contain the certification costs, the Union agrees to make these appointments for no less than a 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 they have first given their immediate supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor. In order to be considered a grievance, such discussion must take place within ten (10) working days after the circumstances giving rise to the complaint first occurred or originated. The immediate supervisor shall communicate their 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 ten (10) working days after they have received the reply of the Supervisor. The Supervisor's Manager shall deliver their decision in writing within ten (10) working days following the day on which the grievance was presented. 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 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 National Representative of the Union shall also be present at the meeting. The Corporate Manager, Human Resources shall give their decision in writing within ten (10) 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 of the Step 2 decision.

6.04 Policy Grievances

Either party to this Agreement may file a policy grievance within twenty (20) working 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 **twenty (20)** days and the Union shall reply within a further **twenty (20)** 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 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 Such referral shall be made by mail and email or fax 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 suggested Arbitrator(s). The recipient of the notice shall within ten (10) working days respond to the other party by mail and email or fax.

7.03 Should the parties fail to agree on an Arbitrator, 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*.

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

7.05 The decision of the Arbitrator, 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.

7.06 The Arbitrator 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 Arbitrator is not authorized to deal with any matter not covered by this Agreement.

7.07 The parties will equally share the fees and expenses of the Arbitrator.

7.08 Time limits fixed in this Article may be extended by mutual agreement in writing.

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 notified when an employee is off sick, in excess of seventeen (17) weeks.

8.02 Contact Information

The employee contact list will be provided to the Union contact in an electronic spreadsheet at the request of the Union, but not more than twice a year (January & July). Should there be a pending layoff, the employer shall provide an up to date list. The format of the spreadsheet will be determined by the Employer.

The list will also indicate the employee's work site and employee status (such as full-time, part-time, temporary, seasonal, casual), and employment status if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided to the Union contact in an electronic spreadsheet twice a year, the first week of January and the first week of July. The format of the spreadsheet will be determined by the Employer.

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.

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/displaced 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 sixty-working day (60) orientation/ re-familiarization period.

- i. The Employer shall meet with the Union thirty (30) working days prior to any anticipated layoff of any bargaining unit member(s) in order to provide an opportunity to discuss alternatives to the anticipated layoffs.

(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 meets the educational qualifications and possess the skills required to perform the work of the employee with lesser seniority. The

employee will be given a sixty (60) working day period of orientation/re-familiarization/training to enable them to perform the work within the sixty (60) working day period. The Employer is not required to provide any training above and beyond what other employees would normally receive.

If there is any question whether or not an employee who has elected to bump has the necessary skill for a position, the Employer shall arrange for appropriate testing to ensure the employee has the necessary skill level required.

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.

Should an employee exercise their right to bump and be unable to successfully perform the work of the position they bumped into within the sixty (60) working day period, they shall be laid off.

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 they have been subject to the provisions of Article 11.01(a) and have 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 they were laid off shall have the privilege of transferring to the position they 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 their 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 their 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 their 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 been absent from their assigned duties for a period of twenty-four (24) consecutive months due to an illness or injury, such position will be declared permanently vacant. The Employer may declare the position vacant prior to twenty-four (24) continuous months or provide for an extension beyond twenty-four (24) continuous months but only upon mutual agreement with the Union. Should the Employer decide to fill the above vacancy, it shall be posted and filled in accordance with Article 12.

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 to be eligible for the posted vacancy, an employee must apply through the Employer's external recruitment software system, with the exception of Key Attendants who may apply in writing.**
- (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 and qualifications;
 - ii. seniority.

Where the qualifications of factor (i) are relatively equal then factor (ii) shall govern.

Definitions:

Skill - is competence in particular tasks.

Ability - relates to overall qualities of an employee with respect to the work being done.

Qualification - refers to possession of necessary education, training and certification.

- (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 **The Employer reserves the right to post all permanent vacancies internally and externally concurrently but will only consider under article 12.01 internal CUPE 2926 bargaining members first. No outside hire will be considered until all internal candidates' applications have 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 their consent. If an employee is transferred or seconded to a position outside of the bargaining unit, the transfer or secondment shall be no longer than six (6) months in duration within any twelve (12) month period, unless extended by mutual agreement of the Union. The employee shall retain their 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.
- 12.07 Temporary Transfers
Any 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 in accordance with Article 12.04 except for Article 12.04(c) (see a) below). Thereafter the Schedule A Wage Grid will be followed for the duration of the temporary assignment.
- (a) If the starting rate of pay in the job to which they are transferred is less than the employee's regular pay, they shall receive their own higher rate of pay.

ARTICLE 13 HOURS OF WORK AND OVERTIME

13.01

(a) Full-time – Office Staff

The regular work week for full-time office staff will be thirty-five (35) hours per week, comprising of five (5) seven (7) working hour days.

Employees will take a one-half hour for lunch, as well are entitled to a fifteen (15) minute rest period each morning and afternoon.

In order to maintain a skeleton staff to ensure employee safety in each department during lunch and breaks, employees may be required by their respective supervisors to stagger these breaks.

(b) RDO's

Full-time office staff 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 are 8:30 a.m. to 4:30 p.m.
2. Full-time office staff work a seven and one-half (7½) working 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 (3) week period only. If an employee does not take the scheduled 3rd Friday off during his/her three (3) week schedule, then the scheduled day off is lost.

(c) Overtime

For full-time office staff, overtime shall be defined as time worked in excess of seven and one-half (7½) hours in a day or time worked in excess of thirty-seven and one-half (37.5) hours in a work 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 (seven and one half (7.5) for RDO recipients) and in excess of the normal work week (thirty-seven and one half (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, an employee may choose to bank time off at **straight time for hours worked between thirty-seven and one half (37.5) and forty-four (44) hours per week. After forty-four (44) hours worked in a week the overtime will be banked at the rate of one- and one-half hours (1.5) 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 shall be allowed to accumulate overtime in excess of forty (40) hours, upon authorization by their Department Head.
5. Accumulated overtime shall have cash surrender value, at the rate of pay the employee was earning at the time of retirement, termination or severance of employment.

13.02

(a) Part-time - Office Staff

The work week for part-time office staff will not regularly exceed twenty-four (24) working hours per week, as scheduled by the Employer with their regular work day not exceeding seven and one-half (7.5) working hours.

Employees will take a one-half hour unpaid lunch, as well are entitled to a fifteen (15) minute rest period each morning and afternoon.

In order to maintain a skeleton staff to ensure employee safety in each department during lunch and breaks, employees may be required by their respective supervisors to stagger these breaks.

(b) RDO's

Part-time office staff will not be entitled to every third Friday off (RDO's).

(c) Overtime

For part-time office staff, 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) worked 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 (seven and one half (7.5)) and in excess of the normal work week (thirty-seven and one half (37.5) hours) 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 straight time for hours worked between thirty-seven and one half (37.5) and forty-four (44) hours per week. After forty-four (44) hours worked in a week the overtime will be banked at the rate of one-and one-half hours (1.5) for each hour worked.

13.03

(a) Full-time - Non-office Staff (Maintenance Repair, Building Custodian, Maintenance Person)

The regular work week for full-time non-office staff will be forty (40) working hours per week, comprising of five (5) eight (8) working hour days.

Employees will take a one-half hour for lunch, as well are entitled to a fifteen (15) minute rest period each morning and afternoon.

In order to maintain a skeleton staff to ensure employee safety in each department during lunch and breaks, employees may be required by their respective supervisors to stagger these breaks.

(b) RDO's

Full-time non-office staff 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 the departments and offices. Standard hours of operation are 8:00 a.m. to 5:00 p.m.
2. Full-time non-office staff 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 (3) week period only. If an employee does not take the scheduled 3rd Friday off during his/her three (3) week schedule, then the scheduled day off is lost.

(c) **Overtime**

For full-time non-office staff, overtime shall be defined as time worked in excess of eight and one-half (8½) hours in a day or forty-two and one-half (42½) 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 (eight and one half (8.5) for RDO recipients) and in excess of the normal work week (forty-two and one half (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 straight time for hours worked between forty-two and one half (42.5) and forty-four (44) hours per week. After forty-four (44) hours worked in a week the overtime will be banked at the rate of one- and one-half hours (1.5) for each hour worked.
4. Employees shall be allowed to accumulate overtime in excess of forty (40) hours, upon authorization by their Department Head.
5. Accumulated overtime shall have cash surrender value, at the rate of pay the employee was earning at the time of retirement, termination or severance of employment.

13.04

(a) **Part-time – Non-office Staff** (Maintenance Repair, Building Custodian, Maintenance Person)

The work week for part-time non-office staff will not regularly exceed twenty-five and one half (25.5) working hours per week, as scheduled by the Employer. Their regular work day will not exceed eight and one half (8.5) working hours per day.

Employees will take a one-half hour unpaid lunch, as well are entitled to a fifteen (15) minute rest period each morning and afternoon.

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.

(b) **RDO's**

Part-time non-office staff will not be entitled to every third Friday off (RDO's).

(c) **Overtime**

For part-time non-office staff, overtime shall be defined as time worked in excess of eight and one-half (8½) hours in a day or forty-two and one-half (42½) 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 (eight and one half (8.5)) and in excess of the normal work week (forty-two and one half (42.5)) 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 of each payment for overtime, a full-time employee may choose to bank time off at straight time for hours worked between forty-two and one half (42.5) and forty-four (44) hours per week. After forty-four (44) hours worked in a week the overtime will be banked at the rate of one and one-half hours (1.5) for each hour worked.

ARTICLE 14 OVERTIME

14.01 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 service with the Corporation as measured from their date of hire. 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 three years service	4.04 hours per pay period (15 days)	4.62 hours per pay period (15 days)
Completed three but less than ten years service	5.39 hours per pay period (20 days)	6.16 hours per pay period (20 days)
Completed ten but less than twenty-five years service	6.74 hours per pay period (25 days)	7.70 hours per pay period (25 days)
Completed twenty-five years of service	8.08 hours per pay period (30 days)	9.24 hours per pay period (30 days)

On the first (1st) day of the 4th, 11th and 26th year, an additional 35 or 40 hours depending on the employee's classification will be deposited into the employee's 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 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 their supervisor. The Third Friday cannot be banked.

15.04 Approved Leave of Absence During Vacation

Where a full-time employee qualifies for sick leave, bereavement or any other approved leave during their 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.

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, as applicable.

15.06 When an employee dies, their estate shall be entitled to the value of the vacation credit owing them 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 service with the Corporation as measured from their date of hire, and as follows:

<u>Accumulated Service</u>	<u>Vacation Entitlement</u>
Less than 3 years' service	6%
3 years' service	8%
10 years' service	10%
25 years' 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 based on seniority up to March 31st. The vacation period being selected, shall be the following twelve-month period from April 1st to March 31st. However, this does not apply to Christmas and New Year's 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.

ARTICLE 16 PAID HOLIDAYS

16.01 The Corporation will pay to full-time employees, the regular rate of pay for paid holidays as designated below:

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

16.06 Should the Employer determine to suspend its' operations for Christmas Eve and New Years' Eve, an employee will be permitted to draw on accumulated vacation, overtime, or any other lieu day credits to offset a loss of pay or be permitted to take an unpaid leave of absence during this time.

ARTICLE 17 SICK LEAVE (Full-time Employees)

17.01 Intermittent Days

- (a) All employees will be given six (6) 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 six (6) Intermittent Days provided annually are payment in lieu of the Employer sharing the Canada Employment Insurance Commission (CEIC) premium reduction with the members of the bargaining unit.
- (b) Time off will be granted to employees through the Intermittent Day allotment as described in 17.01(a) for the following purposes:
 - i. to attend to immediate family members who require care;
 - ii. personal sickness;
 - iii. health care appointments.

17.02 New employees shall receive Intermittent Days as follows:

<u>Month Hired</u>	<u>No. of Days</u>
Jan. or Feb	6
Mar. or Apr.	5
May or June	4
July or Aug.	3
Sept. or Oct.	2
Nov. or Dec.	1

17.03 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.

17.04 Intermittent Days can be used when supplementing the weekly indemnity plan, up to a maximum of seventeen (17) weeks for each separate illness.

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

No Intermittent Days may be used at any time to supplement the Long-Term Disability insurance award.

17.05 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.

ARTICLE 18 LEAVE OF ABSENCE

18.01 Bereavement Leave

- (a) Employees shall be granted five (5) working days off without loss of pay or benefits in the case of death of an immediate family member. Immediate family member shall be defined as spouse, common-law-spouse, (includes same-sex partner), child, step-child, parent, step-parent, brother and sister. This clause shall also apply to persons standing in loco parentis.
- (b) An employee shall be granted 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, daughter-in-law, brother-in-law and sister-in-law.
- (c) An employee shall be granted one (1) day of leave, without loss of pay or benefits, in the case of the death of a: grandparent-in-law, aunt, uncle, niece, nephew. An employee who is to be a pallbearer at a funeral or memorial service, shall also be entitled to this one day leave above provided the funeral or memorial service falls on a regularly scheduled work day.
- (d) The employee shall advise their supervisor/department head, or designate, of the need for bereavement leave.
- (e) 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.

18.02 Jury Duty

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, they will be paid their normal daily pay, and the amount they receive for court duties will be turned over to the Corporation.

18.03 Unpaid Leave

- (a) 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.

- (b) 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.
- (c) 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.

18.04 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.

18.05 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 their own behalf in accordance with the terms of the prevailing policies.

18.06 Pregnancy and Parental Leave

- (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. **The total sum of the fifteen-week supplemental employment insurance benefit will not change, regardless of the employee's choice to accept the standard or extended leave through Employment Insurance.** Such payments shall be contingent upon the employee providing proof that they are 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, they 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.

18.07 Local Union Leave of Absence

- (a) Leave of absence with pay 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 paid to the employee and the Employer's cost of mandatory and discretionary employment-related benefits for the period of absence.

- (b) Where an employee in the bargaining unit is elected or appointed as a Union representative of the Local Union, the Union may submit a request for an unpaid leave of absence to their respective Department Manager. Such leave may be granted and where the Union requests that the Employer administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Employer will continue the wages benefits seniority and sick leave arrangements in accordance with the Collective Agreement and the Union shall reimburse the Employer the wages paid to the employee and the Employer's cost of mandatory and discretionary employment-related benefits for the period of absence.
- (c) All time off while on leave under this provision shall be considered as time worked for the purposes of calculating service and seniority under the Collective Agreement.

ARTICLE 19 EMPLOYEE BENEFIT PLANS

19.01

- i) 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.
 - **Hearing Aides \$750.00 every five (5) years.**
 - (c) Vision - the Employer shall pay one hundred percent (100%) of the billed premium to make available an optical plan which provides \$375.00/24 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.
 - (e) 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.
 - (f) 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 \$2000.00 lifetime maximum for orthodontics.
 - (g) 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.

- (h) 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.
- (i) 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.
- (j) Paramedical Plan - \$600.00 per year for all specialties combined.
- (k) Nursing - A maximum of \$25,000 per 3 years.
- (l) Deluxe Travel Coverage
- (m) Dependant Life Insurance - \$10,000 spouse and \$5,000 each dependent child

ii) Employees 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 dependent life insurance identified above in Article 19.01i) 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.

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.

When a Full-time employee, with less than one year of seniority, sustains a workplace injury/illness, the Employer shall continue to make contributions for employment benefits for the first year after date of incident, only if:

- 1. The Employer was making contributions for the employee at the time of the injury/illness; and**
- 2. The employee continues to pay his/her contributions for required benefits during their absence.**

This clause is consistent with the Workplace Safety and Insurance Act, 1997.

ARTICLE 20 BOOT AND CLOTHING ALLOWANCE

20.01 The Employer shall provide safety footwear and personal protective clothing allowance of \$275.00 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 according to County policy.

ARTICLE 22 PROTECTION OF EMPLOYEE'S POSITION

22.01 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.

22.02 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 23 GENERAL CONDITIONS

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

23.02 The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union, as long as there is no costs for the Employer.

23.03 If the Medical Officer of Health and/or in compliance with applicable Provincial Legislation has declared an outbreak at an employee's worksite, no employee shall be required to take a vaccination of any kind as a condition of employment or shall be disciplined as a result of refusing to take a vaccine. The Employer will make an attempt to place the unvaccinated employee(s) at another County facility provided they can perform the essential duties of their current job at the new work site during the period of outbreak. If the placement above is not possible an employee will be placed on an unpaid leave and can use vacation or any banked time to keep their wages whole.

23.04 Electronic Surveillance

Electronic surveillance shall not be used to monitor an employee's work performance unless it involves criminal activity.

ARTICLE 24 PAYMENT OF WAGES AND SALARIES

24.01 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.

24.02 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 25 JOB EVALUATION

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 26 TRAINING

- 26.01 (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.
- (b) The Employer will notify employees of available training and development courses offered by the County.

ARTICLE 27 NO DISCRIMINATION / NO REPRISAL

- 27.01 (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.

ARTICLE 28 TERM OF AGREEMENT

28.01 This Agreement shall be binding and remain in effect from **January 1, 2019 to December 31, 2022** and shall continue from year to year thereafter pursuant to the terms and conditions of Article 28.03.

28.02 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.

28.03 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 28 day of February, 2019

For the Employer:

Gene M. Clumont

J. Solinas

Joyce Entwistle

[Signature]
V. Colasanti

For CUPE Local 2926:

[Signature]

[Signature]

[Signature]

Brian Humphrey

APPENDIX A

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 County of Lambton will pay the Key Attendants for such work at the hourly rates listed below:

DATE	RATE \$	INCREASE %
PP#14, 2018	15.09	
January 1 st , 2019	15.28	1.25
PP#14, 2019	15.36	0.5
January 1 st , 2020	15.55	1.25
PP#14, 2020	15.63	0.5
January 1 st , 2021	15.86	1.50
PP#14, 2021	15.94	0.5
January 1 st , 2022	16.18	1.50
PP#14, 2022	16.26	0.5

Pay increments shall be as follows:

- Less than 30 minutes - minimum 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.

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.

APPENDIX B

TERM AND STUDENT EMPLOYEES/STUDENT PLACEMENTS FOR WORK EXPERIENCE (CO-OPERATIVE)

It is understood that the Employer may utilize Term employees and Students under the following provisions below:

- **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.

- **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.

- **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.

None of the above individuals shall 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 or student 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 covers any individuals hired under government assisted training and employment programs.

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

APPENDIX C

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.

LETTER OF UNDERSTANDING #1

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:

Effective the Date of Ratification the additional rate of pay shall be \$5.00/hour.

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 23 day of February, 2019

For the Employer:

James M. Clement
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For CUPE Local 2926:

[Signature]
[Signature]
[Signature]
Brian Humphrey

LETTER OF UNDERSTANDING #2

RE: ON CALL

Within three (3) months the Parties agree to meet, discuss and potentially agree on an ON-Call plan for Housing.

Any plan reached through these discussions shall be subject to ratification by the workers potentially being impacted.

Signed this 28 day of February, 2019

For the Employer:

Jane M. Clymont
J. Solinas
Luca Furtado
[Signature]
V. Colasanti

For CUPE Local 2926:

J. Parker
[Signature]
[Signature]
Brian Humphrey

