

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE COUNTY OF  
MIDDLESEX**



**&**

**CUPE AND ITS LOCAL 101.5**

***CUPE*** / *Canadian Union  
of Public Employees*

**EXPIRY: December 31, 2019**

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**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2016.

**BETWEEN: THE CORPORATION OF THE COUNTY OF MIDDLESEX**

Hereinafter called the “**Corporation**”

OF THE FIRST PART

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101.5**

Hereinafter called the “**Union**”

OF THE SECOND PART

**WHEREAS** in the interest of efficient conduct and administration of the County’s affairs, it is desirable and necessary that they shall obtain harmonious relations between the County Council, the Heads of the Department and the County Employees; fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of office and promotion within the service.

**THIS AGREEMENT** is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its Employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship between the Corporation and its Employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

**NOW THEREFORE**, to effectuate, the Parties hereby covenant and agree as follows:

## **ARTICLE 1 RECOGNITION AND SCOPE**

- 1.01 The Corporation recognizes the Union as the exclusive bargaining agent for all Employees of the Corporation working at the Head Office and all technical Employees of the Transportation Department save and except the Chief Administrative Officer, Directors, Managers, Fire Prevention Officer, Community Emergency Management Co-ordinator, Woodlands Conservation Officer/Weed Inspector, Network Technician, Library Technology Specialist, County Librarian, Building Maintenance Supervisor, and persons above such rank.
- 1.02 Students employed during the school vacation period, or for a specific work term not to exceed thirty-five (35) weeks, will be excluded from the bargaining unit providing they do not receive a rate of pay higher than the starting rate of the classification in which they are employed.
- It is understood that students are supernumerary and their utilization will not result in the direct lay-off of any Employee covered by this Agreement, nor will students be used to fill established temporary or permanent positions within the bargaining unit.
- 1.03 Where required to maintain employment, members of CUPE Local 101 who work for the Transportation Department, may temporarily be assigned to position within CUPE Local 2018, without loss of benefits or wages currently received. If the position is a higher paid position, the Employee temporarily assigned shall earn the higher rate of pay. The Employee continues to be covered by CUPE Local 101 Collective Agreement. No member of CUPE Local 2018 shall be disciplined or laid off as a result of such assignment.
- 1.04 Where required to maintain employment, members of CUPE Local 2018, may temporarily be assigned to positions within CUPE Local 101, within the Transportation Department, without loss of benefits or wages currently received. If the position is a higher paid position, the Employee temporarily assigned shall earn the higher rate of pay. The Employee continues to be covered by the CUPE Local 2018 Collective Agreement. No member of CUPE Local 101 shall be displaced or laid off as a result of such assignment.

## **ARTICLE 2 UNION SECURITY AND CHECK OFF**

- 2.01 All present Employees shall become or remain as the case may be, members of the Union and all persons who may hereafter become

Employees covered by this Agreement, shall become members and shall maintain such membership all as a condition of continuing employment.

- 2.02 Once each month so long as this Agreement continues to operate, the Corporation will deduct from the remuneration of each Employee who is covered by this agreement and to whom any remuneration is due in that month, an amount equal to his regular monthly Union dues or part thereof. The Union shall notify the Treasurer of the Corporation in writing of the amount of such dues or such part thereof from time to time.
- 2.03 All sums deducted pursuant to this Article shall be remitted by the Corporation to the Treasurer of the Union once each month together with a list of names of all Employees from whose remuneration Union dues were so deducted. The Corporation shall notify the Union once each month of all terminations of employment and of all newly hired Employees.
- 2.04 The Union shall indemnify and save the Corporation harmless from and against all claims and demands brought or made against the Corporation by an Employee as a result of the deduction and remittance by the Corporation to the Union of dues pursuant to this Article; provided that this section does not apply to the request by the Union for correction and adjustment of any error in the deduction or remittance of Union dues.
- 2.05 The Corporation will inform each new Employee of the provisions of this Article. On commencing employment, the Department Head, or his nominee shall introduce the new Employee to their Steward, or Vice-President of the Local. The Steward or Vice-President will be allowed a fifteen (15) minute interview (without loss of pay) with the new Employee at which the Union will provide to the new Employee a copy of the Collective Agreement.

### **ARTICLE 3 MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to hire, promote, demote, transfer, suspend or otherwise discipline or discharge an Employee for proper cause; provided that a claim of discriminatory promotion or demotion, or a claim that an Employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 15 of this Agreement.
- 3.02 The Union further recognizes the undisputed right of the Corporation to operate and manage its business in all aspects in accordance with its

responsibilities. In addition, the location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the Employee, which rules and regulations shall not be contrary to the provisions of this Agreement.

- 3.03 The Corporation recognizes the foregoing Articles 3.01 and 3.02 are subject to such provisions, regulations and/or restrictions governing the exercise of these rights as are provided in this Article and are subject to the rights of the Union and/or the Employee concerned to lodge a grievance in the manner and to the extent herein provided.

#### **ARTICLE 4 NO DISCRIMINATION**

- 4.01 All Employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances delay, shirk, or cause delay to any work through grievances but will carry on with their work while any grievance is being investigated. Department Heads will not discriminate against any Employee who has requested investigation into an alleged grievance, and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on efficiently and economically.
- 4.02 The Corporation and the Union agree, on both their parts, that there shall be no discrimination, interference, restriction, or coercion exercised or practiced, as defined under the *Ontario Human Rights Code*, with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, nor by reason of his or membership or activity in the Union or for any other reason.
- 4.03 The Corporation endorses the right of every Employee to work in an environment free from harassment and to provide Employees with a process for resolving harassment complaints that might arise.
- The Employee may choose the grievance procedure rather than follow the complaint procedure as outlined in the County's harassment policy HR 3.03.

4.04 The Corporation and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act* shall apply to all Employees.

## **ARTICLE 5 UNION REPRESENTATION**

5.01 Subject to Article 5.02

- (a) The Employer recognizes the right of the union to appoint or otherwise select three (3) shop stewards from the bargaining unit, one (1) of which shall be the Unit Chair/Vice President of Local 101.5.
- (b) Such Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate manager or designate. Such permission shall not be unreasonably denied. If, in the performance of their duties, Stewards are required to enter an office within the Employer's business in which they do not ordinarily work, they shall upon immediately entering such office report their presence to the on-site manager/designate. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate manager/designate.

In accordance with this understanding, Stewards who are granted time off during their regular work period to adjust a grievance or grievances, or meet with Employer representatives on union business, will not suffer any loss of regular pay or benefits for the time spent and shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.

The Union shall notify the Employer in writing the names of the Stewards at the time of their appointment.

The Stewards shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees or the Liaison of the Executive of Local 101 when dealing or negotiating with the Employer. Such representatives may assist in the settling of grievances.

(c) Union/Management Committee

Both the Employer and the Union will appoint representatives to a Union/Management Committee. The Union shall be entitled to a maximum of three (3) members, one of whom shall be the Executive Liaison with the local. They may also have the assistance of the CUPE National Representative as an advisor if so requested by the Union. The Employer may have the same number of representatives as the Union. Employees on the committee shall be regular Employees of the Employer during their time on this committee. The Union shall notify the Employer of the names of the committee members at the time of their appointment.

The committee shall meet at least two (2) times per year or as needed. Either party may add an additional meeting should it be necessary. Where possible an agenda will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record/minutes shall be provided to the Committee members.

The function of this committee shall be to discuss matters of mutual concern but it is understood and agreed that the Committee will not discuss grievances.

In accordance with this understanding, the members of the Committee who are granted time off during their work day to attend the Union/Management committee meetings will not suffer any loss of regular pay or benefits for the time spent and shall be paid for such time.

(d) Negotiating Committee

Before each Collective Agreement renewal date both the Employer and the Union will appoint representatives to a Collective Agreement Bargaining Committee. The Union shall be entitled to appoint to a maximum of three (3) Union members, including the CUPE National Representative and the Executive Liaison for Local 101. The Employer may have the same number of representatives as the Union. Employees on the negotiating committee shall be permanent Employees of the county. The Employer will recognize and bargain with the said committee for the purposes of negotiations for the renewal of the Collective Agreement. The



Union shall notify the Employer in writing of the names of the members of the Negotiations Committee at the time of their appointment.

Employees representing the Union on the said committee shall not suffer any loss of regular pay or benefits for time spent on negotiations with the Employer up to and including conciliation.

Additionally, each representative of the Union will be allowed a maximum of one (1) working day, without loss of pay or benefits, to prepare for negotiations.

- 5.02 The Corporation will not be required to recognize or deal with Employees on the Committee in Article 5.01 unless those Employees have acquired seniority under Article 6 and the Union has notified the Human Resource Manager in writing of the names of such Employees from time to time.
- 5.03 No Employee shall leave his work on Union business without first notifying his immediate supervisor, or in his absence, the acting Supervisor and being given permission to do so. Such permission shall not be unreasonably withheld.
- 5.04 A full-time representative of the Union may attend the meetings of the said Committee of Employees when meeting with the Employer.
- 5.05 It is the policy of the Parties that all correspondence between them, other than grievances or correspondence arising out of grievances, shall be to and from the Human Resources Manager and the Executive Liaison of the Union.
- 5.06
- (a) A Union Management Committee shall be established consisting of not more than two (2) members of the Bargaining Unit as chosen by the Union and not more than two (2) 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 their regular pay for all regularly scheduled working hours lost due to attendance at meetings with the representatives for the Employer pursuant to Article 5.06 (a) of this Agreement.
  - (c) Minutes of each meeting of the Committee shall be prepared and distributed.

## ARTICLE 6 SENIORITY

- 6.01 (a) As used in this Agreement
- “Seniority” for full-time Employees means the length of continuous service with the Corporation, within the bargaining unit, calculated from the date upon which the Employee last commenced employment with the Corporation.
- (b) Seniority for part-time Employees shall accumulate on the basis of two thousand and eighty (2080) hours being equal to full-time equivalent for Employees who work forty (40) hours per week and one thousand eight hundred and twenty (1820) hours being equal to a full-time equivalent for Employees who work thirty-five (35) hours per week.
- (c) Where an Employee has both part-time and full-time seniority, their hours accumulated as part-time seniority shall be added to their full-time seniority for purposes of determining seniority shall start from the day they commenced their temporary employment if there has been no break in service.
- 6.02 A new Employee who is not a current Employee of the Corporation shall be considered a probationary Employee until he has completed one hundred and twenty (120) calendar days of services. (Five hundred and sixty (560) hours or eighty (80) shifts in the case of part-time Employees). After which his name shall be placed on the seniority list mentioned in Article 6.03 and his seniority shall date back to the date of his last hiring. No grievance may or shall be submitted for or on behalf of a probationary Employee. No grievance may or shall be submitted for or on behalf of a probationary Employee. The probationary period may be extended subject to mutual agreement of the Corporation and the Union. The probationary Employee shall have their work performance evaluated at sixty (60) days of employment.
- 6.03 The Corporation will maintain a seniority list showing each Employee’s name, hire date, seniority stated in years to three decimal points and, will distinguish temporary Employees. In January of each year the Corporation will revise the seniority list and will deliver copies to the Union. Complaints about the accuracy of a seniority list will be considered within 30 days of the date of such delivery and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.

- 6.04 Seniority shall be the determining factor in cases of promotions in a department for more than one day; provided the Employee or Employees who are affected have the skill, ability and qualifications to do the work in question.
- 6.05 An Employee who is absent from work due to illness for less than twenty-four months (24) (which may be extended for further periods of time) or who is on approved leave of absence for service in the Armed Forces shall continue to accumulate seniority during the period of such absence or service.
- 6.06 All seniority rights of an Employee shall cease for any one of the following reasons:
- they resign;
  - they are discharged and not reinstated through the grievance or arbitration procedures;
  - they fail to return from leave of absence without notifying the Corporation at least 24 hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible;
  - they are absent from work without permission for five (5) or more consecutive working days unless such absence is proven to the satisfaction of the Corporation to have been due to causes beyond the Employee's control;
  - they have retired pursuant to the terms of this Agreement or retirees.
- 6.07 In the event an Employee is or has been promoted to a position outside the bargaining unit and is later returned to the position within the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the bargaining unit and upon such return they shall be placed in a job which, where possible, will be consistent with their qualifications, provided that no Employee in the bargaining unit shall be displaced or laid off as a result of such placement. Article 7 shall not apply to such placement.

## **ARTICLE 7 STAFF CHANGES, ADDITIONS & PROMOTIONS**

- 7.01 Whenever a new position is established, or there is a permanent or temporary vacancy in any of the positions covered by this Agreement, and the Corporation proposes to fill such vacancy the following shall apply:

The Corporation shall post up a notice of the new position or permanent or temporary vacancy in all departments of the Corporation for a period of five working days, excluding the date of posting. The notice will contain the name of the Department, a summary of the job description for the position, the number of Employees required to fill the position, the salary range or rate of pay and the name of the official to whose attention applications are to be directed.

An Employee who is covered by this agreement shall be reviewed and considered first before filling the posted vacancy. Seniority shall be the determining factor where the skill, ability and qualifications including education and experience to do the work are relatively equal for the Employee to be placed in the new position or the permanent or temporary vacancy as the case may be.

In this Agreement the expression "*permanent vacancy*" means a vacancy caused by such events as promotion, resignation, retirement or discharge and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of any Employee. Temporary vacancies under this Article are those which are expected to last thirty (30) days or longer.

When an incumbent of a particular position has or will be absent from their assigned duties for a period of twenty-four (24) continuous months due to an illness or injury or personal leave of absence, such position may be declared vacant. The Corporation may declare said position vacant prior to twenty-four (24) continuous months upon mutual agreement with the Union. Should the Corporation decide to fill such vacancy, it shall be posted in the normal fashion.

- 7.02 (a) An Employee who wishes to apply for any posted vacancy shall make application in writing during the period of five (5) working days mentioned in Article 7.01 and shall set out their qualifications in their application. Any successful applicant will be selected within a reasonable time after such posting as follows:
- Each applicant, if any, will be considered in accordance with the requirements of Article 6.04 and Article 7.01.
  - In the result, if there is no applicant or no successful applicant from the bargaining unit, the Corporation may then fill the permanent vacancy from outside the bargaining unit.

- Whenever any permanent vacancy is filled, a notice containing the name of the Employee promoted or the name of the newly hired Employee, the position in question and the effective date of appointment shall be posted on all bulletin boards for not less than five (5) working days and a copy of the notice shall be forwarded to the Executive Liaison of the Union as soon as practically possible following such appointment; provided the Employee shall, subject to Article 7.03 be paid the applicable rate for such position commencing on the date he was required to assume the duties thereof.
- (b) If no one is placed pursuant to Article 7.03 in the permanent vacancy or vacancies, as the case may be, within forty-five (45) calendar days after the date of such posting, both the posting and any application shall be deemed to have been withdrawn.
- 7.03 (a) The successful Employee under Article 7.01 will be placed in the permanent vacancy for a trial period not exceeding forty-five (45) working days and if they have proved satisfactory they will then be confirmed in their new classification. If the Employee proves unsatisfactory during that time, or if they are unable to perform their new duties, they will be returned to their former position at their former salary or rate of pay, as well as any other Employee in the bargaining unit who has been promoted or transferred by reason of such placing.
- (b) If the said senior Employee or an applicant is returned to his former position under this clause, the Corporation will give consideration to those Employees who were unsuccessful applicants for the initial vacancy and should the Corporation place any such Employee in the permanent vacancy, paragraph (a) of this clause shall apply.
- 7.04 (a) **Layoff and Recall**
- Whenever it becomes necessary to reduce the working forces, it is understood that part-time Employees will be laid-off in the department where the lay-off is effective. Thereafter, full-time Employees shall be laid off in reverse order of Corporation seniority provided any Employee may exercise seniority in an equal or lower classification in which they are qualified for the purpose of displacing other Employees having less seniority. The Corporation shall notify the Union and the Employees who are to be laid off fifteen (15) calendar days prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was

not made available. All Employees who have been laid off shall be entitled to be rehired to positions for which they are qualified in order of seniority, and the Corporation shall not hire any new Employees in priority thereto, in any classification in which such laid off Employees are qualified. It is understood that the fifteen (15) day notice period shall not apply to part-time or temporary Employees.

- (b) Employees who are laid off will be retained on the seniority list for a period of twelve (12) months. If, during that period they are recalled to work, they must signify their intention to do so within three (3) days (excluding Saturdays, Sundays and paid holidays) of the date of the notice of recall, and shall in fact, return to work within a further five days, or they shall forfeit their claim of employment and be deemed to have terminated their services. Notice of recall shall be given by the Employer by registered mail to their last address on record with the Corporation. The delivery date record of the post office will be the determining date with respect to giving notice of intention to comply with the recall request noting that no more than one week is to be allowed for receiving registered mail calculated from the date on which such a letter was sent.
- (c) Any full-time Employee who has completed their probationary period and is laid off, may continue to participate in the hospital and medical plans available to the Employee for a period of up to twelve (12) months, provided that he pays to the County Treasurer, the full premium cost of such participation, not later than the twenty-fifth (25<sup>th</sup>) day of the month prior to the month of which they payment becomes due. If such payment is not made as aforesaid, the Employee's participation in these plans shall be terminated forthwith.

## **ARTICLE 8 REMUNERATION**

- 8.01 The scale of remuneration set out in Schedule "A" hereto shall apply during the term of this Agreement.
- 8.02 No amendments or change in the rates or classifications in Schedule "A" shall become effective until agreed upon by the parties hereto.
- 8.03 Where an Employee is temporarily replacing another Employee in a higher classification as a result of being temporarily assigned the principle duties of a higher classification, for a period of more than one day, then the Employee will be paid at the rate in the temporary classification which

gives an increase in wage immediately above his own, retroactive to the first day of the temporary assignment.

- 8.04 When a pay day falls on a paid holiday the Employee shall receive their pay the day preceding the paid holiday
- 8.05 When an Employee is permanently promoted to a position in a higher classification, the rate shall be the next higher rate in the new classification.
- 8.06 The Employer shall reimburse an Employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a legislated requirement for the continuation of the performance of their position.

#### **ARTICLE 9 HOURS OF WORK, OVERTIME, CALL OUT, MEAL ALLOWANCE**

- 9.01 For technical Employees in the Transportation Department, a normal work week shall be forty (40) hours consisting of eight (8) hour normal working days from Monday to Friday inclusive, commencing no earlier than 8:00 am and ending no later than 5:00 pm, with one-half (1/2) hour off for lunch.
- 9.02 For all other Employees, a normal work week shall be thirty-five (35) hours consisting of seven (7) hour normal work days from Monday to Friday inclusive, commencing no earlier than 8:00 am and ending no later than 5:00 pm, with one (1) hour off for lunch.
- 9.03 Lunch hours may be on a staggered basis as arranged by the Department Head provided, except in cases of emergency no Employee's lunch hour shall commence later than 5 hours after the start of their shift.
- 9.04 (a) The expression 'overtime' shall mean any period worked outside a normal work day as defined above or outside of thirty-five (35) hours or forty (40) hours as the case may be in any calendar week.
- (b) Overtime for part time Employees shall be paid for all hours worked in excess of their normal daily scheduled shift and for all hours worked in excess of their work week.
- 9.05 An Employee who is required to work overtime or on a holiday, as the case may be, shall be paid as follows:
- a) On a normal work day (Monday to Friday) – time and one-half;
  - b) On a regular scheduled day off or Saturday – time and one-half;
  - c) On a Sunday – double time;

- d) On a Holiday – double time in addition to holiday pay;
  - e) Be given optional time off at a mutually agreeable time at the applicable overtime rate.
- 9.06 No Employee shall work overtime unless authorized by a Department Head or his delegate.
- 9.07 The Department Head may, in his discretion, allow time off to any Employee when the Employee requests casual time off for a particular purpose provided the Employee agrees to make up the time on an hour for hour basis. Such time off shall not be utilized to extend annual vacation or either create or circumvent payment of overtime.
- 9.08 Employees called to work outside of their normal working hours shall be paid a minimum of three hours at the applicable overtime rate as above. The three (3) hour minimum shall not apply in those cases where an Employee is called out early immediately prior to and in conjunction with the normal starting time.
- 9.09 Any Employee covered by this Agreement who is required to work at least two (2) consecutive hours overtime on a regularly scheduled shift or at least four (4) hours on a regular day off, shall be entitled to a meal allowance of thirteen (\$13.00) dollars.
- 9.10 An Employee shall be entitled to a 15 minute break period in the forenoon and in the afternoon, the time of taking such break to be at the discretion of the Department Head.

## **ARTICLE 10 – HOLIDAYS**

- 10.01 (a) All Employees within the scope of this Agreement who are not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:
- |               |                  |
|---------------|------------------|
| NEW YEARS DAY | LABOUR DAY       |
| GOOD FRIDAY   | THANKSGIVING DAY |
| VICTORIA DAY  | REMEMBRANCE DAY  |
| CANADA DAY    | CHRISTMAS DAY    |
| CIVIC HOLIDAY | BOXING DAY       |
| EASTER MONDAY | LIEU DAY         |
- (b) The one (1) lieu day as mentioned in Article 10.01 (a) shall be afforded to the Employee by the Employee's Department Head at a mutually



agreeable time within the current calendar year. An Employee hired after January 2 shall not be entitled to the lieu day in that year.

- (c) Part-time Employees will receive pay on the above named holidays equal to the pay they would have received on that day had they worked.
- 10.02 (a) In addition to the foregoing, the one-half working day proceeding Christmas shall constitute an additional paid half-holiday at normal rates, provided, however, the Christmas half-day will be observed on the working day preceding the respective holiday except when Christmas Day falls on a Saturday, Sunday or Monday, in which case the half-holiday will be observed on the preceding Friday afternoon.
- (b) A part-time Employee not scheduled to work on the above half-holiday will not be paid for that half-holiday. A part-time Employee scheduled to work during the period of the half-holiday will be paid for the hours they would normally have worked during that period.
- 10.03 Whenever any of the above holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.
- 10.04 Subject to Article 10.03 Employees who are required to work on any of the said holidays shall be paid in accordance with Article 9.05.

## **ARTICLE 11 – VACATIONS**

- 11.01 An Employee who has less than one year seniority (as defined in Article 6.01) shall be entitled to one day's vacation with pay for each completed month of service up to a maximum of 10 working days with pay.
- 11.02 An Employee with:
- a) one year but less than three years of seniority shall be entitled to a vacation of two (2) weeks with pay in that year;
  - b) three years but less than 8 years of seniority shall be entitled to a vacation of three (3) weeks with pay in that year;

- c) 8 years but less than 16 years of seniority shall be entitled to a vacation of four (4) weeks with pay in that year;
- d) 16 years but less than 24 years of seniority shall be entitled to a vacation of five (5) weeks with pay in that year;
- e) 24 years or more than 24 years of seniority shall be entitled to a vacation of six (6) weeks with pay in that year;
- f) an Employee may not take more than 3 consecutive weeks of vacation without approval by Management.

11.03 (a) Part-time Employees in Maintenance, Clerical, or Community Service categories of Schedule "A" shall be paid in lieu of vacation and have a maximum allowance of unpaid leave as follows:

Up to 5,460 hours	4%	2 weeks
Up to 14,560 hours	6%	3 weeks
Up to 29,120 hours	8%	4 weeks
Up to 43,680 hours	10%	5 weeks
Greater than 43,680 hours	12%	6 weeks

(b) Part-time Employees in the Technical and Information Technology categories of Schedule "A" shall be paid in lieu of vacation and have a maximum allowance of unpaid leave as follows:

Up to 6,240 hours	4%	2 weeks
Up to 16,640 hours	6%	3 weeks
Up to 33,280 hours	8%	4 weeks
Up to 49,920 hours	10%	5 weeks
Greater than 49,920 hours	12%	6 weeks

(c) Temporary, casual and student Employees in addition to their regular rate shall receive an additional four (4) per cent in lieu of vacation pay.

11.04 An Employee's vacation shall be taken in that year in which it is earned and shall not be carried forward to the following year except with the consent of his Department Head, which consent shall not be unreasonably withheld. Where an Employee has carried vacation forward as a result of leave (e.g. Pregnancy/parental leave), they may use seniority to schedule their first two weeks of carried over vacation, after that it will be scheduled

with mutual consent of the Employee and the Department Head. It is understood that where possible, any earned vacation shall be utilized prior to the beginning of the leave.

11.05 If any of the holidays or half holidays, referred to in Article 10 are observed during an Employee's vacation he shall be granted one additional day's or one-half day's (as the case may be) vacation with pay for each such holiday or half holiday.

11.06 No Employee shall be permitted to forego his vacation period so that he may be paid in lieu of time off for vacation.

11.07 Whenever practical, the Employee's vacation shall be allowed to him during the period commencing April 15 and ending October 15 in each year. Any vacation requests not falling between April 15 and October 15 will be considered and will not be unreasonably denied.

Vacation requests not falling between April 15 and October 15 will not be scheduled according to seniority, but will be allocated by earliest date of request.

Except under extenuating circumstances, as determined by the Department Head, a vacation will not be approved for a date exceeding twelve (12) months from the date of the request.

11.08 On or before the 5<sup>th</sup> day of March in each year, the Corporation will circulate lists so that each Employee may write in his choice of vacation dates. When preparing the annual vacation schedule, the Corporation shall, subject to its rights to maintain a qualified working force give the choice of vacation dates to Employees with the greatest seniority. The vacation schedule shall be completed on or before the 15<sup>th</sup> day of April in each year and then completed copies shall be posted on the bulletin boards in the department concerned for the information of the Employees.

11.09 In the event of the death of an Employee, the heirs or their estate shall be entitled to receive such vacation pay as may stand to their credit, subject to the necessary succession duty or other tax releases, as may be required, being filed with the Treasurer of the Corporation.

11.10 The vacation pay which is due to an Employee under this agreement shall be calculated upon the basis of his annual salary or normal rate of pay as the case may be, on the date his vacation commences.

11.11 Should an Employee become ill or be hospitalized for a period of at least three (3) days, or there is a death as per Article 20.02 (a) or (b), the Employee shall be able to substitute sick or bereavement leave for such vacation and take the vacation entitlement at a later date.

Verification for the need for such leaves is required by the Corporation and the vacation entitlement shall be taken at a time mutually agreeable to the Employee and the Corporation.

11.12 Should an Employee cease their employment during the course of a given year, they will be entitled only to the pro-rated amount of vacation and pay they would have earned to the point of their termination.

## **ARTICLE 12 – EMPLOYEE BENEFIT PLAN**

12.01 (a) All full-time Employees shall be covered for the following benefits and the Corporation's share of the premiums will be as indicated:

- Extended Health Care Plan (no deductible) 100%
- \$9.00 cap on dispensing fee
- One PSA test will be paid for once every 2 years capped at \$30.00
- Paramedical – The employer will pay 100% of the coverage for a Chiropractor, Osteopath, Naturopath, Podiatrist, Chiropodist, Acupuncture, Physiotherapist, Speech Therapist or Psychologist to a maximum of \$1,000.00 per year. This is a blanket policy allowing the Employee to choose the allocation of the funds to the maximum indicated.
  
- Dental Care Preventative Plan (current ODA rates) 90%
- Plan includes provision for nine (9) month recall
- Major restorative 100%
  - \$2000.00 annual maximum per family member
  - 50/50 co-insurance
- Orthodontics 100%
  - dependent children only (to age 21)
  - \$1750.00 lifetime maximum
  - 50/50 co-insurance

Long Term Disability Plan	100%
<ul style="list-style-type: none"><li>• 66 2/3% of monthly earnings to a maximum benefit of \$4000.00/month</li><li>• Benefit is integrated with CPP and Workers' Compensation</li><li>• Benefit commences after 17 weeks and will continue until age 65 or until Employee is back to work</li></ul>	
Group Life Insurance	100%
<ul style="list-style-type: none"><li>• 1 1/2x Employee's earnings</li><li>• Where an Employee has been covered by the plan for 5 years, and upon termination of employment, insurance can be converted to a personal policy regardless of health conditions</li></ul>	
Accidental death and Dismemberment	100%
<ul style="list-style-type: none"><li>• 1 1/2 x Employee's earnings</li></ul>	
Dependent Life Insurance	100%
<ul style="list-style-type: none"><li>• Spouse \$2500.00</li><li>• Children \$1000.00</li></ul>	
Vision Care	
<ul style="list-style-type: none"><li>• \$400.00 every twenty-four (24) months.</li><li>• Benefit may be applied to laser eye surgery</li><li>• The Employer will pay the cost of one (1) optometric eye examination or one (1) refraction every twenty-four months, capped at \$90.00</li></ul>	

All plans are subject to the Employee Benefit Booklet, and Corporation will provide and administer the plans through the insurer(s) which they exclusively have the right to select the new insurer(s) maintains equal or better coverage.

The Employer will supply benefit booklets, with appropriate amendments, to new Employees at the time of enrolment and thereafter on reasonable request. The Employer will endeavour to provide Employees with amendments to the benefit booklet when changes have been made.

- (b) Part-time, temporary and casual Employees, in addition to their regular hourly rate, shall receive an additional 11% in lieu of benefits as outlines in 12.01(a) and 12.02. Part-time Employees who elect to join OMERS shall

have their pay in lieu of benefits reduced by the amount of the employer's contribution to OMERS.

- (c) Employees who elect to take early retirement and have obtained the ninety/eighty-five (90/85) factor as defined by OMERS may continue to participate in the County benefit plan to age 65 excluding LTD and travel, providing the Employee pays 50% of the monthly premium costs quarterly in advance.
- (d) Employees who continue to work past age 65 will continue to be enrolled in the County benefit plans as described in this Article with the following exceptions:
  - No Long Term Disability (LTD) will be provided
  - Accidental Death and Dismemberment (AD&D) will cease at 70
  - Group Life Insurance ceases at age 70
- (e) It is agreed that the Employer will maintain an Employee's Benefit program for one (1) month while the Employee is on an approved unpaid leave of absence and thereafter will continue to maintain the program with the understanding that the Employee will be responsible to reimburse the Employer the cost to maintain their continued benefits for the succeeding months for a period of no more than twelve (12) months.

In the event of injury or illness, the Employer will maintain the benefit program for a period of twenty-four (24) months.

12.02 All full-time Employees in the bargaining unit shall be entitled to the following sick leave and retirement gratuity benefits:

- (a) For every month of seniority, an Employee shall be entitled to sick leave credits for 1 ½ days per month, and the sick leave credits of an Employee shall be cumulative. Once every year in January the Employee will receive a statement of his or her sick leave credits.
- (b) Where an Employee is absent due to an accident and is in receipt of Workers' Compensation, the difference between the amount of Workers' Compensation and his salary shall be paid by the Corporation for the first one hundred and twenty (120) working days and if available the difference shall be charged against his sick leave credits. Where a statutory holiday occurs during the period that an Employee is receiving Worker's Compensation, the

Corporation will pay only the difference between Worker's Compensation and the Employee's regular day's pay.

- (c) Notwithstanding 12.02 (a), sick leave credits shall not be given to any Employee in any month, who is absent from duty in that month.
  - 1. For more than fifteen (15) days for any reason other than vacation, leave of absence with pay; or
  - 2. Without leave.
- (d) An Employee shall report his illness as early as possible during the first day on which such Employee is absent from his work, and keep his supervisor advised from time to time of the probable duration of the illness.
- (e) Where the sick leave absence has been in excess of three (3) consecutive days, the Employee shall not be paid any sick leave credits unless, upon request of their Department Head, they furnish to their Department Head, a sick leave certificate as set out in the Ontario Medical Association template, as soon after such three (3) consecutive days as may be practicable.

Where the Employer has requested such sick leave certificate, the Employer shall reimburse the employee the cost of the certificate.

12.03 The Corporation and the Union agree to the Ontario Municipal Retirement System and the Canada Pension Plan as established.

### **ARTICLE 13 – GRIEVANCE PROCEDURE**

- 13.01 (a) It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be adjusted as quickly as possible.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) A grievance under this agreement shall be defined as any difference or dispute between the Corporation and any Employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.

- (d) The time limits fixed in this Article and in Article 14 may be extended but only by consent of both parties to this Agreement such consent to be evidenced in writing.

13.02 In the event of a grievance by an Employee, they shall take the matter up within and not after five (5) working days after the Employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after ten (10) working days after the date of the incident giving rise to the grievance or the aggrieved Party ought reasonably to have become aware of such incident or circumstances.

13.03 The following is the procedure which shall be adhered to in processing grievances, save as otherwise provided in this Article and in Article 15.

Step 1

The Employee shall discuss the matter with his immediate supervisor and an attempt shall be made to adjust the Employee's complaint. At the request of either the immediate supervisor or the Employee, a Steward shall be present during such discussion.

Step 2

If a settlement satisfactory to the Employee is not reached within three (3) working days of the date the matter was taken up with his immediate supervisor, the Steward may, within and not after seven (7) working days of that date, formally submit the grievance to the Employee's Department Head. A grievance submitted at Step 2 shall be in writing, shall contain a concise statement of the facts complained of and the redress sought and shall be signed by the Employee and the Steward. The Employee's Department Head shall give his decision or answer in writing within five (5) working days of the date upon which the grievance was first taken up with the Department Head under Step 2.

Step 3

If the grievance is not settled at Step 2, the Steward may, within and not after five (5) working days of the date of receiving the decision of the Employee's Department Head (or if no decision is received from the Department Head, then within five (5) working days after such decision ought to have been given), take the grievance up with the Chief Administrative Officer, then the Union may, within and not after 20 working



days after the date upon which the grievance was taken up with the Chief Administrative Officer, refer the grievance to arbitration under Article 14.

- 13.04 (a) A grievance filed by a group of Employees and a policy grievance of the Union shall be taken up at Step 3 of the grievance procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the Chief Administrative Officer delivering the grievance to the Steward or the Executive Liaison of the Union, or, in the absence to another Officer of the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery the Corporation may refer the grievance to arbitration under Article 14.

#### **ARTICLE 14 – ARBITRATION**

14.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may after duly exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration in accordance with Section 48, or Section 49 of the Act, and notice under Section 48 shall contain the name of first party's appointee to an Arbitration Board.

The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall proceed to appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) parties fail to agree upon a Chairman within fifteen (15) days, the appointment shall be made by the Director of Arbitration upon the request of either party. If no such request is made to the Director of Arbitration within twenty (20) days of the date, either is entitled to make such a request, then such arbitration is terminated and the matters, sought to be arbitrated are no longer open to arbitration.

When the arbitration proceeds, the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon and Employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs. The Arbitration Board shall not have any authority to alter or change any of

the provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement.

Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Boards and will share equally the fees and disbursements of the Chairman.

Where both parties agree, a single arbitrator may be chosen rather than a Board of Arbitration. All expenses will be shared equally between the parties.

### **Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the Arbitration provisions herein, the parties may upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any of the mediator. The mediation shall be conducted on a date as mutually agreed to by the parties.

## **ARTICLE 15 – DISCHARGE AND DISCIPLINE CASES**

- 15.01 In the event an Employee who has attained seniority is discharged or disciplined and the Employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure.
- 15.02 In the event an Employee is disciplined or discharged or disciplined, a Union Representative will be present at the discipline or discharge meeting. If, during the course of a fact finding meeting, one of the parties becomes aware of the potential for discipline or discharge, a Union representative will be brought in or the meeting will be postponed.
- 15.03 Where an Employee's grievance against his discharge or discipline duly comes before an arbitration board, the board may make a ruling.
- i. Confirming the Corporation's actions, or
  - ii. Reinstating the Employee with or without compensation for wages lost (except for the amount of any remuneration the Employee has received elsewhere pending the disposition of his case), or
  - iii. Disposing of the grievance in any other manner which may be just and equitable.

#### 15.04 **Sunset Clause**

Disciplinary letters shall remain on the Employees personnel file for a period of twenty-four (24) months.

#### **Personnel Files**

An Employee shall have the right at any time to have access and review his/her personnel file upon reasonable notice, doing so in the presence of the Employer. The Employee shall also have the right to make copies of any documents in the file.

### **ARTICLE 16 – CAR ALLOWANCE**

- 16.01 Where required to use a personal vehicle for County authorized business, a mileage allowance of forty-seven (\$0.47) cents per kilometre or Country policy, whichever is greater, will be reimbursed to the Employee.

### **ARTICLE 17 – EDUCATION ALLOWANCE**

- 17.01 The Corporation shall reimburse an Employee the full cost of tuition and books for a course of instruction taken by such Employee to better qualify them to perform their job. Such courses must be approved in writing by the Employee's Department Head prior to commencement. Payment shall be made on successful completion of the course.

### **ARTICLE 18 – UNION CONFERENCE AND LEAVE**

- 18.01 The Employer may allow leaves of absence for union education to a cumulative total of no more than ten (10) days per year to be taken in no more than five (5) day increments. No more than two (2) employees will be allowed to be absent from a department concurrently for more than one half (1/2) day. Such leaves are subject to the approval of the Department Head and will be taken without pay. The Union shall reimburse the Employer for wages and benefits during the time taken.

## **ARTICLE 19 – LEAVES OF ABSENCE, PREGNANCY & PARENTAL LEAVE**

- 19.01 The Corporation shall grant leave without loss of seniority to an Employee who serves as a juror or witness in any Court, including a Coroner's inquest. The Corporation shall pay such an Employee the difference between their normal earnings and the payment they received for jury service, court witness or Coroner's inquest, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.
- 19.02 (a) A Department Head may grant leave of absence without pay in case of personal emergency. The Corporation shall grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause. Where possible such request is to be in writing and approved by the Corporation. Such approval shall not be withheld unjustly.
- (b) Employees will be allowed to use up the three (3) days per year of their accumulated sick bank for family health care or for tending to family illness or for personal medical appointments. Documentation sufficient to show the necessity for the appointment may be required by the employer. Every effort must be made to provide notice to the employer of the taking of such leave. Where the leave will be for more than one day, the Employer must be notified of the length of such leave.
- 19.03 (a) Pregnancy leave shall be granted in accordance with the *Employment Standards Act, R.S.O. 2000*, as amended, except where a greater benefit is provided by this Article.
- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous employment preceding the estimated date of delivery.
- (c) An Employee who is pregnant shall be entitled, upon her application thereof, to a leave of absence of at least seventeen (17) weeks from her employment, or such shorter leave of absence as the Employee may request, commencing during the period of seventeen (17) weeks immediately preceding the estimated day of her delivery.
- (d) The Employees shall give written notification at least two (2) weeks prior to the commencement of the leave, unless impossible due to medical complications, together with her expected date of return. At such time, she shall also furnish the Employer with a certificate of a legally qualified medical practitioner stating the estimated date of birth.

If pregnancy related complications force the Employee to stop work before she has arranged her leave, the Employee shall have two (2) weeks from that date to give the Employer written notice, with a medical certificate, confirming the circumstances and the expected actual date of birth.

- (e) The Employee may take up to seventeen (17) weeks pregnancy leave. If the Employee wishes, she may extend her leave beyond seventeen (17) weeks under the parental leave provisions of this Agreement for up to thirty-five (35) additional weeks which leave shall commence immediately following the pregnancy leave. The total leave shall not be greater than fifty-two (52) weeks.

- (f) Seniority for all purposes shall continue to accrue during the pregnancy and parental leave period.

The Employer shall continue the Employer share of benefits (as provided in Article 12) during the Employee's leave. LTD will be available to Employees who become ill because of complications due to pregnancy.

- (g) The Employee shall give at least two (2) weeks written notice of her intention to return to work or her request to extend her pregnancy leave beyond the dates outlined in (c) above.

The Employee shall give the Employer four (4) weeks written notice if she wishes to return to work at an earlier date than outlined in (d) above.

- (h) On return from pregnancy/adoption leave, the Employee shall be placed in the same or comparable job as at the time leave commenced and shall be paid at the prevailing wage rate.

- (i) The County of Middlesex agrees to implement a supplementary unemployment benefit (SUB) plan. An Employee on leave as set out above who has applied for and is in receipt of Employment Insurance Benefits pursuant to Section 22 of the *Employment Standards Act*, 1996, shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of the Employee's regular weekly earnings and the earnings of the Employee's weekly rate of Employment Insurance Benefits and any other earnings. Such payment shall commence following the completion of the two week employment insurance waiting period and receipt by the County of the Employee's Employment Insurance cheque stub as proof that the Employee is in receipt of Employment Insurance pregnancy benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of fifteen (15) weeks of pregnancy. The Employee's

regular weekly earnings shall be in accordance with Schedule "A" of this Agreement and shall be the Employee's rate on the last day worked prior to the commencement of the leave times.

Employees have no vested rights to payments under the Plan except to payments during a period of unemployment specified in the Plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

- (j) An Employee who is in receipt of Employment Insurance Parental Benefits, who has not received maternity benefits, is eligible for a supplementary unemployment (SUB). The SUB benefit will be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the Employees Employment Insurance Benefit. Such SUB will last no longer than fifteen (15) weeks.
  - (k) The Corporation will provide a supplementary benefit equal to eighty (80%) percent of the Employee's normal basic earnings for the first two (2) weeks of pregnancy or parental leave.
- 19.04 (a) Parental leave shall be granted in accordance with the *Employment Standards Act*, R.S.O., 2000, as amended, except where exceeded in this Article.
- A parent includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (b) The service requirement for parental leave shall be thirteen (13) weeks before the birth of the child or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time.
  - (c) The Employee shall give written notification of at least two (2) weeks or less, in the case of adoption where needed, prior to the commencement of the leave together with the expected date of return.
  - (d) Either parent, or both parents, may each take a maximum of thirty-five (35) weeks unpaid parental leave if the parent also took pregnancy leave, otherwise the parent is entitled to thirty-seven (37) weeks.
  - (e) Seniority for all purposes shall continue to accrue during parental and adoption leave.

The Employer will continue to pay the Employer's share of benefits (as provided in Article 12) during the Employee's leave provided the Employee continues to pay his or her share of the dental premium. LTD will be available to any Employee who becomes ill due to complications resulting from pregnancy.

- (f) The Employee shall give at least two (2) weeks written notice of their intention to return to work.

The Employee shall give the Employer four (4) weeks written notice if the Employee wishes to return to work at an earlier date than outlines in (c) above.

- (g) The Corporation will provide a benefit to an Employee taking parental leave who qualifies for Employment Insurance and is required to undergo a two (2) week waiting period, equal to eighty per cent (80%) of the Employee's normal basic earnings for the first two (2) weeks of parental leave.

- 19.05 Employees newly hired to replace Employees who are on parental/pregnancy leaves may be released at the end of the said leave. If retained by the Employer in a permanent position, the Employee shall be credited with seniority from date of hire subject to successfully completing his/her probationary period, if not retained in the same classification.

The Employer will outline to Employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

- 20.01 One member of the Union shall be given time off with pay, to attend funerals of County Employees.

- 20.02 (a) In case of a death of the immediate family, namely: spouse, child, mother, father, sister, brother, mother-in-law or father-in-law an Employee shall be permitted to be absent for not more than five (5) consecutive days with pay including the day of the funeral.

- (b) In the case of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, an Employee shall be permitted to be absent for not more than three (3) consecutive days with pay, including the day of the funeral.

- (c) For a relationship beyond that, such as uncles, aunts, cousins, nephews and nieces, the Employee shall be permitted to be absent from work one (1) day with pay for the purpose of attending the funeral.

In the case of part-time Employees who qualify for bereavement leave, they will receive pay for such absences in the amount they would have received had they been at work. No pay will be made on those days of bereavement leave on which the Employee has not been scheduled to work.

- (d) In special circumstances, or where extensive travel is involved the Department Head may grant, at his discretion, up to two additional days of unpaid leave in addition to those set out in a, b, or c above. Leave for relationships beyond considered in a, b, or c above may be considered by the Department Head. Approval of requests for additional leave is the decision of the Department Head, such requests will not be unreasonably held.

## **ARTICLE 21 – BOOT ALLOWANCE**

21.01 The Corporation shall pay to each full-time Employee required under the Occupational Health and Safety Act, whose work requires it, a yearly boot allowance of two hundred (\$200.00) dollars with attached receipt and the amount so owing shall be reimbursed to the Employee in the following pay period. It is to be understood that the allowance is based in a calendar year beginning January 1 and the Employee be allowed the full use of the allowance in any calendar year. Each Employee receiving the boot allowance shall wear approved safety boots at all times while on duty. Failure to comply with this requirement may result in disciplinary action by the Corporation.

Where an Employee's work requires only periodic use of safety footwear, a boot allowance will be paid on an as needed basis for the first pair and after that where the previous footwear is shown to be sufficiently degraded.

21.02 Where management determines that a position requires it, an Employee in that position may choose from a selection of safety clothing (AGO or equivalent) in the spring of each year to a total value of two hundred \$200 dollars or as departmental policy.

Vests will be provided as required.



- 21.03 Where the Employer determines that a position requires it, a briefcase will be provided.

## **ARTICLE 22 – NO STRIKES OR LOCKOUTS**

- 22.01 So long as this Agreement continues to operate there will be no strikes or lock-outs as those terms are defined in the *Labour Relations Act*.
- 22.02 Where individuals in the labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where members of the bargaining unit could suffer personal harm, the Employer will use their best effort to ensure their safety.

## **ARTICLE 23 – MEAL ACCOMMODATION**

- 23.01 Proper accommodation shall be provided for Employees to have their meals.

## **ARTICLE 24 – GENDER**

- 24.01 Whenever the singular or masculine is used in this Agreement, it shall be construed as if the plural or feminine has been used, where the context so requires.

## **ARTICLE 25 – DEFINITIONS**

- 25.01 A regular Employee is an Employee who has successfully completed the probationary period of ninety (90) calendar days in the service of the Employer.
- 25.02 A probationary Employee is an Employee who is serving a probationary period as per Article 6.02 prior to being considered as a regular Employee.
- 25.03 (a) A temporary Employee is an Employee hired for a period of no longer than fifty-two (52) consecutive weeks for special projects or to cover leaves of absence, or during periods of heavy workload, or in case of illness of an Employee in the bargaining unit or for vacation relief or in case of emergency.
- (b) The engagement of temporary Employees may be extended by mutual agreement of the parties.

- (c) The rate of pay for a temporary or casual Employee shall be according to Schedule "A". Temporary or casual Employees shall not be covered by any of the other terms of this Agreement, save for Article 2, 9, 10 and 12. Vacation pay shall be in accordance with the Employment Standards Act.
- 25.04 A student Employee is an Employee who is hired during recognized school vacation periods or hired for a specific work term not to exceed thirty-five (35) weeks and intends to return to school following the vacation period or work term. Students are to be paid at the starting rate according to Schedule "A" of this Agreement. A student Employee shall not be hired to permanently fill a permanent bargaining unit position.
- 25.05 A part-time Employee is one who is regularly scheduled to work twenty-four (24) or less hours per week but who may work up to thirty (30) hours a week where warranted by unusual circumstance before overtime provisions are incurred.
- 25.06 A casual Employee is an Employee who may be called in to work in emergency situations, or on short notice. Casual Employees may work no more than thirty (30) consecutive calendar days in a position before it must be posted.

## **ARTICLE 26 – JOB SECURITY**

- 26.01 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except in conformance with past practice and policy and in cases mutually agreed upon in writing by the parties.
- 26.02 Six months prior to the "contracting out" of any position in the bargaining unit, the County of Middlesex shall:
- i. Discuss with the Union the nature and rationale of the action; and
  - ii. Discuss any alternate means of achieving the necessary level of efficiency and economies.

Prior to work being "contracted out", should the Union deem it advisable, the Union will be allowed to address County Council with respect to the work to be "contracted out".

**ARTICLE 27 – TERM OF AGREEMENT**

27.01 This Agreement shall be for a term of four (4) years commencing January 1, 2016 and ending December 31, 2019 and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

27.02 Either Party to this Agreement may, within the period of 90 days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement. Within fifteen (15) working days of receipt of such notice, or within such further period as the Parties agreed upon, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CORPORATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**

<b>BAND</b>	<b>POSITION</b>	<b>DATE</b>	<b>START</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>
1		Jan 1/15	\$13.59			
		Jan 1/16	\$13.79			
		Jan 1/17	\$14.00			
		Jan 1/18	\$14.21			
		Jan 1/19	\$14.42			
2	Clerical I (Admin)	Jan 1/15	\$20.55	\$21.38	\$22.23	\$23.11
	Maintenance I	Jan 1/16	\$20.86	\$21.70	\$22.56	\$23.46
		Jan 1/17	\$21.17	\$22.03	\$22.90	\$23.81
		Jan 1/18	\$21.49	\$22.36	\$23.24	\$24.17
		Jan 1/19	\$21.81	\$22.70	\$23.59	\$24.53
3	Clerical I (Soc Ser)	Jan 1/15	\$21.20	\$22.04	\$22.94	\$23.86
		Jan 1/16	\$21.52	\$22.37	\$23.28	\$24.22
		Jan 1/17	\$21.84	\$22.71	\$23.63	\$24.58
		Jan 1/18	\$22.17	\$23.05	\$23.98	\$24.95
		Jan 1/19	\$22.50	\$23.40	\$24.34	\$25.32
4	Records Management	Jan 1/15	\$21.86	\$22.73	\$23.62	\$24.57
		Jan 1/16	\$22.19	\$23.07	\$23.97	\$24.94
		Jan 1/17	\$22.52	\$23.42	\$24.33	\$25.31
		Jan 1/18	\$22.86	\$23.77	\$24.69	\$25.69
		Jan 1/19	\$23.20	\$24.13	\$25.06	\$26.08
5	Technical I (Plng)	Jan 1/15	\$22.49	\$23.39	\$24.33	\$25.28
	Technical I (Trans)	Jan 1/16	\$22.83	\$23.74	\$24.69	\$25.66
	Case Assistant	Jan 1/17	\$23.17	\$24.10	\$25.06	\$26.04
	Help Desk Technician	Jan 1/18	\$23.52	\$24.46	\$25.44	\$26.43
		Jan 1/19	\$23.87	\$24.83	\$25.82	\$26.83
6	Clerical III (S/S, Treas)	Jan 1/15	\$23.12	\$24.05	\$25.02	\$26.03
	Clerical II (Plng)	Jan 1/16	\$23.47	\$24.41	\$25.40	\$26.42
	Clerical II (Trans)	Jan 1/17	\$23.82	\$24.78	\$25.78	\$26.82
	Technical Coordinator	Jan 1/18	\$24.18	\$25.15	\$26.17	\$27.22
		Jan 1/19	\$24.54	\$25.53	\$26.56	\$27.63

BAND	POSITION	DATE	START	YEAR 2	YEAR 3	YEAR 4
7	Network Technician	Jan 1/15	\$25.24	\$26.30	\$27.39	\$28.53
	Systems Admin I	Jan 1/16	\$25.62	\$26.69	\$27.80	\$28.96
	Clerical III (Payroll)	Jan 1/17	\$26.00	\$27.09	\$28.22	\$29.39
		Jan 1/18	\$26.39	\$27.50	\$28.64	\$29.83
		Jan 1/19	\$26.79	\$27.91	\$29.07	\$30.28
8	Technical II (Plng)	Jan 1/15	\$27.62	\$28.73	\$29.88	\$31.07
	Case Worker	Jan 1/16	\$28.03	\$29.16	\$30.33	\$31.54
	Jr. Financial Analyst	Jan 1/17	\$28.45	\$29.60	\$30.78	\$32.01
		Jan 1/18	\$28.88	\$30.04	\$31.24	\$32.49
		Jan 1/19	\$29.31	\$30.49	\$31.71	\$32.98
9	Technical II (Trans)	Jan 1/15	\$28.91	\$30.07	\$31.28	\$32.53
	Computer Technician	Jan 1/16	\$29.34	\$30.52	\$31.75	\$33.02
	Web Developer	Jan 1/17	\$29.78	\$30.98	\$32.23	\$33.52
		Jan 1/18	\$30.23	\$31.44	\$32.71	\$34.02
		Jan 1/19	\$30.68	\$31.91	\$33.20	\$34.53
10	Technical III (Trans)	Jan 1/15	\$30.85	\$32.08	\$33.36	\$34.70
	Program Support Worker	Jan 1/16	\$31.31	\$32.56	\$33.86	\$35.22
	Senior Soc Ser Worker	Jan 1/17	\$31.78	\$33.05	\$34.37	\$35.75
		Jan 1/18	\$32.26	\$33.55	\$34.89	\$36.29
		Jan 1/19	\$32.74	\$34.05	\$35.41	\$36.83
11	Financial Analyst	Jan 1/15	\$32.93	\$34.30	\$35.72	\$37.20
		Jan 1/16	\$33.42	\$34.81	\$36.26	\$37.76
		Jan 1/17	\$33.92	\$35.33	\$36.80	\$38.33
		Jan 1/18	\$34.43	\$35.86	\$37.35	\$38.90
		Jan 1/19	\$34.95	\$36.40	\$37.91	\$39.48
12	Planner	Jan 1/15	\$35.34	\$36.74	\$38.21	\$39.75
		Jan 1/16	\$35.87	\$37.29	\$38.78	\$40.35
		Jan 1/17	\$36.41	\$37.85	\$39.36	\$40.96
		Jan 1/18	\$36.96	\$38.42	\$39.95	\$41.57
		Jan 1/19	\$37.51	\$39.00	\$40.55	\$42.19

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)**  
**RE: JOB EVALUATION**

---

The Union and the Employer agree that where a new position is created, the Job Evaluation Committee Co-Chairs will evaluate the position based on a draft job description. The position will then be placed temporarily in the appropriate pay grade. The position will then be re-evaluated after six months to determine the appropriate permanent placement.

Where an existing position has substantially changed an Employee and/or their Supervisor may request that the Job Evaluation Committee re-evaluate the position to determine if it is still placed appropriately.

The Union and the employer agree that where a new position is created, the Co-Chairs of the Job Evaluation Committee will evaluate the position based on a draft job description. The position will then be placed temporarily in the appropriate pay grade. The position will then be re-evaluated after six (6) months to determine the appropriate permanent placement.

The process shall at times be governed by the Job Evaluation Terms of Reference.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CORPORATION**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)**  
**RE: STUDENTS**

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Whereas the parties wish to clarify the rate for students mentioned in Articles 1.02 and 24.04 the parties agree as follows:

1. Where market forces or educational qualifications do not warrant the start rate for a position for a student employed during the school vacation period, they will be paid at 85% of the start rate of the position for which they have been hired.
2. If a student is hired to a position not listed in Schedule "A", which required only general qualifications, the student will be paid at the Maintenance I rate.
3. The student will be entitled to four (4%) percent vacation pay but no other benefits or pay in lieu of benefits.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CORPORATION**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)**  
**RE: UNPAID DAYS BETWEEN BOXING DAY AND NEW YEARS DAY**

---

The parties agree that the normal work days in the period between Boxing Day and New Year's Day, when the County Administration Building is closed, are unpaid days. Should an Employee wish to be paid for these days, he or she may use vacation time, banked overtime, or flex time should any of these options be available. If they choose, an Employee may take any or all of the days as unpaid leave.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CORPORATION**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)**  
**RE: FLEXIBLE WORK ARRANGEMENTS**

---

The Union and the employer agree that where customer service and management objectives continue to be met, upon request, a Department Head may schedule staff with a one half hour lunch break rather than one hour. This may entail some persons continuing with a one hour lunch, some staff beginning early or late or leaving early or late. These arrangements need to be scheduled and approved. There should always be coverage between the hours of 8:30am and 4:30pm.

Meeting the same criteria of customer service, management objectives, approvals and scheduling, Article 9.07 of the CUPE Local 101.5 Collective Agreement may be interpreted to enable staff to bank time to be taken at a later, mutually agreed upon date. Such bank will not extend to beyond three working days.

All flexible working arrangements must be approved in advance by the Department Head and the CAO must be kept informed of all arrangements to ensure conformity of application and that County objectives are being met.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CORPORATION**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)**  
**RE: CELLULAR PHONES**

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Cellular phone reimbursement will be discussed at Union Management meetings to determine if the monthly reimbursement needs to be increased.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE CORPORATION**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)**  
**RE: HOURS OF WORK, OVERTIME AND CALL-IN**

---

The parties agree to the following:

For employees in the Information Technology Department Articles 9.02, 9.04(a) and 9.08 shall not apply as written.

For IT employees the normal hours of work will be forty (40) hours per week averaged over a two (2) week period. This may include occasional scheduled Saturday, Sunday or evening work.

Overtime will be earned at the applicable overtime rate after forty (40) hours in a week averaged over a two (2) week period. Scheduled hours of work in one week will not exceed forty-eight (48) hours.

IT employees will be required to be "on-call" after regular hours on a weekly rotational basis. The on-call employees will be scheduled to work thirty-five (35) hours during their on-call week and be paid forty (40) hours as compensation for being on-call.

Where IT employees perform work by remote access, they will be paid the appropriate overtime rate for work done in fifteen (15) minute increments.

Where an IT employee must attend a work location after hours, they will be paid as per Article 9.05.

This letter expires on December 31, 2019 and may be renewed by mutual agreement of the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

For the Union:

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For the Corporation:

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