

Collective Agreement

~between~

The Corporation of Norfolk County
(The "Employer")



~and~

The Canadian Union of Public Employees, Local 4700-00
(The "Union")

CUPE·SCFP

Expiry December 31, 2026

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ARTICLE 1 - PURPOSE

1.1 WHEREAS it is the purpose of both parties to this Collective Agreement:

- a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and its employees;
- b) to recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work and other conditions of employment as set out in this Collective Agreement;
- c) to ensure the highest possible standards of service to the public in the delivery of services to the Employer by its employees;
- d) to promote the morale, well-being, and security of all employees in the bargaining unit as described herein.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by its employees;
- b) hire, retire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, suspend or discharge employees, providing only that a claim of unfair transfer, demotion, discipline or suspension, layoff or a claim that an employee has been discharged or retired without reasonable cause, may be the subject of a grievance to be dealt with as herein provided, to plan and control operations; to select and retrain employees for positions excluded from the bargaining unit provided the written consent of such employee is first obtained; and to transfer employees into the bargaining unit;
- c) generally to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work.

2.2 The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Collective Agreement.

ARTICLE 3 - RECOGNITION AND COVERAGE

- 3.1** The Employer recognizes the Canadian Union of Public Employees and its local CUPE 4700, as the sole and exclusive collective bargaining agent for all its office, clerical and technical employees and "outside" employees save and except Supervisors and persons above that rank, persons employed in Norview Lodge, as registered and Public Health Nurses in the Health Unit, persons covered by subsisting Collective Agreements between the Employer and other Trade Unions, persons employed by Boards or Agencies which come under the jurisdiction or supervision of Norfolk County, persons hired under a Federal or Provincial work incentive program, students and employees who exercise managerial functions or is employed in a confidential capacity in matters relating to labour relations.

As a result of the changes to the above language, it is not the intention of the parties to modify the positions that fall in/out of scope of the bargaining unit as of October 5, 2018.

- 3.2**
- a) The Employer shall not negotiate with any party other than the elected representatives of the Union to amend or alter the terms or conditions of the Collective Agreement.
 - b) The President (or designate) shall be signatory on all official documents as they pertain to the collective agreement. Official documents shall be the only documents recognized by the Local in the event of a dispute.
- 3.3** The Employer and the Union agree that any new classification not coming within the foregoing recognition clause, or the exclusions therefrom shall be discussed by the parties to determine whether it comes within the jurisdiction of this Collective Agreement or excluded therefrom. It is understood that in the event of a dispute under this clause, such disagreement may not be referred to the grievance or arbitration procedures herein, but that it may be referred to the *Ontario Labour Relations Board*.
- 3.4** The Employer agrees that no employee in the bargaining unit shall suffer a loss of employment or be subjected to a layoff by reason of bargaining-unit work being performed by personnel who are not included within the bargaining unit.
- 3.5** It is understood and agreed that if a person is employed for a specific term or task of not more than three (3) months in duration, or a person hired under a Federal, Provincial or Municipal work incentive program such person shall be considered a temporary employee and not within the scope of this Collective Agreement. However, should such a person employed for a specific term or task of not more than three (3) months in duration remain in the employ of the Employer for a period of more than three (3) months, such person shall be entitled to all rights and benefits of the Collective Agreement with the exception of those rights and benefits which are identified in Article 3.6.

3.6 It is understood and agreed that if a person is employed for a specific term or task greater than three (3) months, but less than twelve (12) months in duration, such person shall be considered a temporary employee subject to layoff or discharge without recourse to the grievance procedure during such term or task and shall be entitled to all other rights and benefits of the Collective Agreement with the exception of:

i) Seniority - Article 14;

ii) Vacations - Article 26;

Such temporary employee shall receive four percent (4%) vacation pay, at each pay period, as per the *Employment Standards Act*, as amended. If such temporary employee is employed for twelve (12) months or more, such employee shall receive vacation with pay as per the provisions of Article 26; and;

iii) Sick Leave Provisions - Full-Time Employees, Only - Article 29.

The terms and conditions of each specific term or task assignment will be detailed in a letter addressed to the President and Recording Secretary of the Union.

The twelve (12) month period referred to herein may be extended by mutual agreement of the parties. Such extension to the original twelve (12) month period must be agreed upon in writing and in no case will such extension last beyond a further twelve (12) months.

3.7 Whenever the singular is used in this Collective Agreement, it shall be considered as if the plural has been used if the context so requires.

ARTICLE 4 - NO DISCRIMINATION OR COERCION

4.1 The Employer and the Union agree that there shall be no harassment, discrimination, interference, restriction, bullying, or coercion exercised or practised by either of them with respect to any employee by reason of age, race, creed, colour, place of national origin, political or religious affiliation, sex, marital status, sexual orientation, or by reason of an employee's membership or lack of membership or activity in the Union. Furthermore, the Employer and the Union agree that their representatives and members will adhere to the provisions contained in the *Human Rights Code of Ontario*, as amended.

- 4.2**
- a) Every employee has a right to be free from any form of non-code harassment or discrimination in the workplace, and from any reprisal for the rejection and or reporting of such behaviour.
 - b) Further, every employee has a right to be free from any form of sexual harassment or discrimination in the workplace and from any form of reprisal for the rejection and or reporting of such behaviour.

- 4.3** Copies of all policies related to harassment, discrimination, and/or bullying shall be provided to each new employee.

ARTICLE 5 - DUTY TO ACCOMMODATE

- 5.1** The Employer and the Union recognize that from time-to-time individual workers may have special needs that require special accommodation within the workplace. The parties acknowledge that this duty to accommodate applies equally to the Union and the Employer. The Employer and the Union thereby commit themselves to finding cooperative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation as defined under the *Ontario Human Rights Code*.

ARTICLE 6 - UNION SECURITY

- 6.1** All employees shall, as a condition of continued employment, become and remain members in good standing of the Union.
- 6.2** a) It is agreed that all employees who are eligible to be in the bargaining unit, shall be required to pay an amount equal to the current monthly Union dues, so long as the Union is the recognized bargaining agent. It is further agreed that the Employer will deduct from the wages of each employee, commencing with their first pay, a sum equal to the current monthly dues and remit the money so deducted to the CUPE Local 4700 Treasurer not later than the 15th day of the month following, accompanied by a list of names showing from whom the deductions were made.
- b) Employees who have successfully obtained a permanent non-union position as per Article 14.6 (a) will pay Union dues to Local 4700 for the duration of the six (6) month trial period.
- 6.3** The Union agrees to indemnify and save the Employer harmless from any claims, actions, or causes of action arising out of the deduction of dues unless the error was made due to the employer's negligence.
- 6.4** The Employer agrees to insert the amount of Union dues paid by each employee through payroll deduction on such employee's income tax (T-4) slip in each year.
- 6.5** The **Employer** agrees to **the Union attending monthly corporate orientation at lunch for thirty (30) minutes to** acquaint new employees in the bargaining unit with the fact that a collective agreement is in effect and to provide such employee(s) with a copy of this Collective Agreement as well as additional Union materials as provided by CUPE and approved by the Employer at the time of their hiring.

ARTICLE 7 - CORRESPONDENCE AND NOTICES

- 7.1** All correspondence between the parties arising out of, or incidental to this Collective Agreement shall pass to and from the Chief Administrative Officer, 50 Colborne St. S., Box 545, Simcoe, ON N3Y 4N5, or designate and the President of the Local Union, with a copy to be sent to the CUPE National Representative at the CUPE Hamilton Area Office, and to the **Director, Human Resources**. Both parties agree to keep the other advised of the names and addresses of the appropriate officers as set out herein, from time to time as changes occur.
- 7.2** Each employee in the bargaining unit shall advise the **Director, Human Resources** or designate, of their current mailing address and telephone number and shall be obligated to provide the **Director, Human Resources** with information as to any change of such address or telephone number within forty-eight (48) hours of such change becoming effective. Any notice required to be given to an employee by the Employer under the terms of this Collective Agreement, and which cannot be so given, shall be sent by registered mail to such employee's last address on record with the Employer.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

- 8.1** In view of the orderly procedure established herein for the processing of employee complaints and grievances, the Union agrees that there will be no strike or other collective action which may stop or interfere with the operations of the Employer and the Employer agrees that it will not cause or direct a lockout of its employees during the term of this Collective Agreement. The word "strike" and the word "lockout" shall be deemed to have the meaning given to them in the *Labour Relations Act*, as amended.
- 8.2** When an employee encounters a picket line in the course of their duties, the employee will contact their supervisor, or designate for direction.

ARTICLE 9 - REPRESENTATION OF EMPLOYEES

- 9.1** The Union will supply the Employer with a list of its representatives and stewards when changes occur. The Union agrees to provide such changes to the Employer within ten (10) working days of the change.
- 9.2** The Union agrees that there will be no Union activity or solicitation for membership during regular working hours and that no meetings will be held on the Employer's premises except with the expressed permission of the Chief Administrative Officer, or designate, in writing.
- 9.3** a) The Employer recognizes the right of the Union to select a Negotiating Committee of not more than five (5) employees, **plus** the President of the local **and the CUPE National Representative** and will recognize and deal with the said Committee with respect to any proposals pertaining to the renewal of this Collective Agreement. **Management will select a Negotiating Committee of**

not more than five (5) employees plus two (2) Human Resources representatives.

- b) The Employer recognizes the right of the Union to select a Negotiating Committee of not more than five (5) employees, **plus** the President of the local. In the event that the President is not from Norfolk County, the Unit Vice President for Norfolk County, along with the President shall be a member of the Negotiating Committee and will recognize and deal with the said Committee with respect to any proposals pertaining to the renewal of this Collective Agreement.

9.4 The Employer recognizes the right of the Union to select a Grievance Committee consisting of three (3) employees, one (1) of whom shall be the Site Chair. The Grievance Committee shall be entitled to meet with the Employer in respect to any matter properly arising under this Collective Agreement.

9.5 A Labour/Management Committee will be recognized, consisting of a maximum of five (5) representatives of the Union and a maximum of five (5) representatives of the Employer. The Committee will meet upon the request of either party to discuss labour relations problems other than grievances. It is understood by the parties that the functions of the Labour/Management Committee shall not conflict with the role of the Committees set out in Articles 9.3 and 9.4 of this Collective Agreement.

9.6 The Union acknowledges that the members of its Negotiating, Grievance, Labour/Management, and Health and Safety Committees have their regular duties to perform on behalf of the Employer. Accordingly, it is understood and agreed that a member of any such Committee shall not absent themselves from their work without first obtaining permission from **their** immediate Non-Union Supervisor.

In accordance with this understanding, the Employer agrees not to make any deductions from the pay of a member of the above-noted Committees for time spent in; attending Meetings which have been scheduled by the Employer, negotiating a renewal of this Collective Agreement, processing grievances up to but not including Arbitration, or, in dealing with Health and Safety matters.

9.7 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees.

ARTICLE 10 - GRIEVANCE AND MEDIATION PROCEDURE

10.1 No individual complaint may be considered to be a grievance until such time as the employee in question has discussed the complaint with the immediate Supervisor (Non-Union) or, in the event of a complaint by the Employer against the individual employee, until such time as such complaint has been discussed by the employee's immediate Supervisor (Non-Union) with the employee in question.

In cases where an alleged violation of the Collective Agreement involves a division other than that in which the grievor is employed, the complaint shall be discussed with the

appropriate Supervisor in that division. If unclear which Supervisor should be involved at this stage, the Union will consult with the **Director, Human Resources**, or designate, for clarification.

In cases where an alleged violation of the Collective Agreement involves the employee's immediate Supervisor (Non-Union) the employee shall have the right to discuss the complaint with that Supervisor's Manager.

The employee shall be accompanied by a Union Steward at such meeting if the employee so chooses.

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement by the Employer or the Union or any employee. No Grievance shall be considered either by the Employer or the Union which has not been submitted in writing and filed with the party against which the grievance is made within ten (10) working days from the time when the circumstances giving rise to the grievance came to be known by or should reasonably have come to the attention of the Grievor. Such grievance shall be in writing and shall contain a statement of the facts giving rise to the grievance or complaint and the articles or subsections of this Collective Agreement that the grievance is based on.

Failing a satisfactory settlement of the complaint such complaint, may within a period of two (2) working days of the discussion as aforesaid, be reduced to writing and treated as a grievance in the following manner:

The Employer shall contact the Union within five (5) "working" days of having received the grievance and shall set a date to meet with the parties involved to hear the matter.

Step No. 1

The Employee and a representative of the Union shall take the matter up with the **Director, Human Resources or their** designate who shall render a decision in writing within five (5) working days following the day on which the grievance is submitted. It is understood and agreed that the converse of the above procedure shall apply at each step in the event of a grievance between the Employer and an employee.

Failing settlement at this step then:

Step No. 2

Within ten (10) working days of the receipt of the answer at Step No. 1 (or if no answer is received at Step No. 1, then within five (5) working days after the date upon which such answer ought to have been received), the matter may be referred to the Chief Administrative Officer or designate who shall meet with the Grievance Committee and render a decision in writing within five (5) working days after the receipt of the grievance.

- 10.2** In the event that the grievance is not settled at Step No. 2 (above) the parties may mutually agree to refer the matter to mediation or the Union or the Employer may refer

the grievance to Arbitration as provided for in Article 11 of this Collective Agreement.

- 10.3** The time limits provided for in the grievance/arbitration procedure may be extended with mutual, written consent of the parties.

10.4 Policy Grievance

Where there is a dispute involving a question of the general application or interpretation of this Collective Agreement, or the Union or the Employer has a grievance, the one against the other, the Union President and the **Director, Human Resources** or designate shall meet within ten (10) working days of the occurrence which gave rise to the potential grievance to have a discussion and attempt to resolve the matter. If there is no resolve, the matter shall be reduced to writing and referred to Step No. 2 of the Grievance process within two (2) working days.

Group Grievance

Where there is a dispute involving a question of the general application, interpretation or administration of the collective agreement concerning a group of employees, such grievance shall commence at Step No. 2 of the grievance procedure. The Union shall notify the **Director, Human Resources**, or designate, that a Group Grievance is being filed. These grievances shall be signed by the President or Vice-President.

Discharge Grievance

Where an employee is discharged, the grievance shall commence at Step No. 2 of the grievance procedure. The Union shall notify the **Director, Human Resources**, or designate, that a Discharge Grievance is being filed. These grievances shall be signed by the President or Vice-President.

- 10.5** Any mutually agreed changes(s) to the Collective Agreement shall be in writing and shall form part of this Collective Agreement upon ratification by the membership of the Union and the Employer and are then subject to the grievance and arbitration procedures herein.
- 10.6** No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Collective Agreement save only that, if any step of the grievance procedure the Employer or the Union does not give it's answer within the allowed time limit, the grievance may be carried to the next step within the appropriate time, which will start to run from the expiration of the allotted time within which the answer should have been given. If the grievance is not processed within any of the time limits specified it shall be deemed to be abandoned.
- 10.7** All costs associated with securing the services of a Grievance Mediator shall be borne equally between the Employer and the Union.
- 10.8** The Union assumes carriage of all grievances.
- 10.9** The replies to grievances stating reasons shall be in writing at all steps.

ARTICLE 11 - ARBITRATION

11.1 When the Employer or the Union decides that a grievance is to be submitted to Arbitration, including any question as to the arbitrability of same, notification shall be given in writing to the party opposite in interest within twenty-one (21) calendar days of the reply at Step No. 2. Such notification shall be submitted by registered mail in accordance with Article 7.2 and shall indicate the name and address of the referring party's nominee to the Board of Arbitration.

The recipient of such notice shall within ten (10) working days thereafter inform the other of the name and address of its nominee to the Board and the two (2) nominees shall, within ten (10) working days of the appointment of the second of them attempt to select a third member who shall act as Chair.

11.2 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair within the time limits as aforesaid, the appointment shall be made by the Ontario Ministry of Labour upon the request of either party. It is understood and agreed however, that the appointees of the parties to the Board of Arbitration may extend the time limit during which the selection of a Chair and third member of the said Board can be made for a further period of ten (10) working days without the consent of their nominators.

11.3 The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and shall issue a decision and, subject only to the provisions of this Collective Agreement, such decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board and if there is no majority, the decision of the Chair shall govern.

11.4 The Arbitration Board shall not have authority to alter or change any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms or conditions of this Collective Agreement, or in any way modify, add to, or detract from any of the provisions of this Collective Agreement.

11.5 The parties to this Collective Agreement shall pay the fees and disbursements of their respective appointees to a Board of Arbitration and shall share equally in the fees and disbursements of the Chair. The parties further agreed that, in the event of any cancellation fees being levied by the Board of Arbitration members, the party responsible for such cancellation shall be solely responsible for all such fees.

11.6 No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.

11.7 The Employer and the Union may, by mutual agreement, in writing, substitute a sole Arbitrator for the Board of Arbitration herein and the sole Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

- 11.8** The Parties reserve the right to make application for Arbitration using Section 49 of the *Ontario Labour Relations Act* and should such right be exercised, agrees to inform the other party in accordance with the time limits specified above.

ARTICLE 12 - INVESTIGATIONS, DISCIPLINARY ACTION, AND WARNINGS

12.1 INVESTIGATION

An employee shall have the option to have a steward of their choice present at any discussion with management staff which the employee believes might be the basis of disciplinary action. If chosen steward is not available, the employee shall find another available steward so as not to delay the meeting. Where the Employer intends to interview an employee for disciplinary purposes the Employer shall so notify said employee in advance of the purpose of the interview.

12.2 DISCIPLINE, SUSPENSION OR DISCHARGE

- a) In the event that the Employer initiates disciplinary action against an employee who has completed the probationary period as set out in Article 14.3, and which results in the discipline, suspension or discharge of such employee, such disciplinary action shall be confirmed in writing by letter to the employee involved pursuant to Article 7.2 herein, setting forth the action taken, and the penalty imposed. The employee shall have the right to be accompanied by the Union President or designate at such disciplinary meeting. In cases where the discipline is not suspension or discharge, the employee may be represented by a Union Steward at such disciplinary meeting. The Union President shall receive a copy of the letter of discipline.
- b) A claim by an employee, who has completed the probationary period, of suspension, discharge, or other discipline without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Employer at Step No. 2 within five (5) working days of such suspension, discharge or discipline.
- c) In the case of suspension or discharge such grievance may be settled by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, if the matter is submitted to Arbitration.

- 12.3** Whenever the Employer deems it necessary to reprimand an employee indicating that dismissal may follow if such employee fails to bring **their** work up to a required standard by a given date or if there is a repetition of the matter complained of, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the employee involved

12.4 a) Disciplinary Actions and Warnings

Where the Employer finds it necessary to place against the record of an employee a written disciplinary warning, a copy of such warning signed by the **Director, Human Resources** or designate shall be furnished to the employee with a copy delivered to the President of the Local Union.

The employee, if **they** so desire, may reply to a written disciplinary warning in writing. The employee's reply is to be placed on the file with the written disciplinary warning. The record of an employee shall not be used against such employee at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, providing another warning or reprimand relating to the same or similar offence has not been given within that period. Where warnings or reprimands relating to the same or similar offence have not been issued within the past eighteen (18) months the written disciplinary warning or adverse report will be removed from the employee's file. This provision does not apply to mediated/arbitrated awards, which remain on file indefinitely.

b) Access to File

Each employee shall have reasonable access to **their** personnel, medical and WSIB files for the purpose of reviewing the information contained therein, in the presence of the **Director, Human Resources** or designate. An employee has the right to request copies of any item in these files.

Where the employee gives written consent to the Employer, the Union may accompany the employee when they review/access their various files.

ARTICLE 13 - DEFINITIONS

13.1 For the purposes of 28.1 (h) only "actively employed" shall be defined as employees whose benefit premiums were paid by the Employer at the time of the employee's death.

13.2 "Capability" shall be defined as having the ability or fitness for, able, competent.

13.3 "Days" as used in this Collective Agreement shall mean calendar days, and "working days" shall mean days upon which the offices of the Employer are open for the transaction of business.

13.4 A "Half-Day" as used in this Collective Agreement, shall mean one-half (1/2) of the hours in a normal workday as set out in Article 24.1 (a) or (b).

13.5 A "Quarter-Day" as used in this Collective Agreement shall mean one-quarter (1/4) of the hours in a normal workday as set out in Article 24.1 (a) or (b).

13.6 "Efficiency" shall be defined as having the proven ability to be productive with minimum waste or effort.

- 13.7** "Full-time" employees are those who are regularly employed for more than twenty-four (24) hours per week.
- 13.8** "Inside" employees shall be defined as **employees who regularly work thirty-five (35) hours or less per week.**
- 13.9** "Outside" employees shall be defined as **employees who regularly work forty (40) hours per week or are part-time within a classification defined under Article 24.1 c) Forty (40) Hour Workers.**
- 13.10** "Part-time" employees are those who are regularly employed for twenty-four (24) hours per week or less.
- 13.11** "Temporary" employee shall refer to an employee who has been hired for a specific term or task who has not held a permanent position within this bargaining unit.
- 13.12** "Familiarization" shall be defined as a five (5) shift introduction to acquaint the employee to the specific systems and tasks directly related to the job in question.
- 13.13** "Probation" shall be deemed to refer to a period of observation and assessment for a newly hired employee, subject to Article 14.3.

Any employee who successfully obtains a new position, such employee shall be placed on a trial period. In the case of promotion, Article 14.9 shall apply, and Article 14.3 shall not apply.

- 13.14** "Sickness" shall refer to a period of time during which an employee is ill and includes incapacity due to a non-work related accident.
- 13.15** "Trial Period" for full-time employees shall be deemed to refer to a three (3) month period of observation and assessment for all classifications, except in the case of Public Health Inspectors and Case Managers, in which case the period shall be six (6) months and for part-time employees shall refer to the first four hundred (400) hours worked, except in the case of Public Health Inspectors and Case Managers, in which case the period shall be eight hundred (800) hours. In the case of promotion, Article 14.9 shall apply, and Article 14.3 shall not apply.

Trial period does not apply for those who transfer within the same classification.

ARTICLE 14 - SENIORITY

- 14.1** a) The seniority and service dates of employees in Municipalities, Boards or Commissions which have been or will be assumed by the Employer and come within the jurisdiction of this Collective Agreement will be placed in their rightful chronological position on a list of employees on a bargaining unit wide basis.

- b) Subject to (a) above, seniority for full-time employees is defined as the length of service in the bargaining unit.
- c) Subject to (a) above, service for full-time employees is defined as the length of service with the Employer since date of last hire.
- d) Part-time employees shall have their bargaining unit seniority recorded by hours worked from the date of employment or transfer into the part-time position.

When two (2) employees have the same seniority date then the last three (3) numbers of the employee's social insurance number shall be used to determine order, with the lowest number being given the higher placing on the seniority list.

- e) Part-time employees who are successful in obtaining a full-time position will have their seniority adjusted to an equivalent start date at the time of the move to their new position by calculating 1820 hours equals one (1) year of seniority if they are going into a thirty-five (35) hour per week position, or 2080 hours equals one (1) year of seniority if they are going into a forty (40) hour per week position.

No employee may accumulate more than one (1) years seniority in any calendar year.

- f) Full-time employees who are successful in obtaining a part-time position will have their seniority adjusted to an equivalent number of hours at the time of the move into their new position by calculating one (1) year of seniority equals 1820 hours if they are coming from a position in which the normal full-time hours are thirty-five (35) hours per week, or 2080 hours if they are coming from a position in which the normal full-time hours are forty (40) hours per week.

14.2 The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit at the time such changes transpire.

14.3 A newly hired full-time employee shall be on probation for a period of six (6) months from the date of hiring.

During such probationary period such employee shall not have the right to resort to the grievance and arbitration procedures herein in respect to discharge, suspension, or discipline. During such period the following provisions of this Collective Agreement shall not apply to such employee:

- a) recognized holidays (for first month only);
- b) benefit provisions of this Collective Agreement shall not apply until the Employer is able to comply with the enrolment provisions of such benefit plans;

- c) upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be back dated to the original date of employment in a permanent full-time position. Seniority shall not accumulate for the time worked as a temporary employee.

It is understood and agreed that the probationary period provided for herein may be extended by mutual agreement, in writing, between the parties.

14.4 A newly hired part-time employee shall be on probation for the first four hundred (400) hours worked with the exception of newly hired part-time Public Health Inspectors and Case Managers who shall be on probation for the first eight hundred (800) hours worked. During such probationary period such employee shall not have the right to resort to the grievance and arbitration procedures herein in respect of discharge, suspension, or discipline. During such period the following provisions of this Collective Agreement shall not apply to such employee:

- a) recognized holidays (for first month only);
- b) upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be backdated to the original hour of employment in a permanent part-time position. Seniority shall not accumulate for the time worked as a temporary employee.

It is understood and agreed that the probation period provided for herein may be extended by mutual agreement, in writing, between the parties.

- 14.5**
- a) Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff of up to twenty-four (24) months in duration, leave of absence approved by the Employer, or, when in receipt of Workplace Safety and Insurance Board benefits.
 - b) An employee's seniority and other rights under this Collective Agreement and employment will be terminated in the event that such employee:
 - i) is discharged for just cause and is not reinstated;
 - ii) resigns;
 - iii) is absent from work without notifying the Employer, unless such notice was not reasonably possible, or on repeated occasions without reasonable cause;
 - iv) fails to return to work promptly after the expiration of any leave of absence, unless excused in writing by such employee's General Manager;
 - v) fails to return to work within seven (7) days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer

informed of a current address where a notice will be received promptly;

- vi) is laid off or is absent due to sickness or accident for a period longer than twenty-four (24) months, except that such employee shall retain any rights which such employee then has in use under the Long-Term Disability coverage provided such loss of seniority does not violate the *Ontario Human Rights Code*.

- 14.6** An employee successful in obtaining a permanent full-time position outside of the bargaining unit shall retain seniority accumulated in the bargaining unit up to the time of transfer out of the bargaining unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to **their** former position within the bargaining unit within three (3) months of the transfer. If the transferred employee returns to the bargaining unit within the three (3) month trial period, **they** will assume the position held at the time of the transfer and the temporary employee will be returned to **their** former position. If said temporary employee is a newly hired employee, such temporary employee will be laid off. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which **they are** qualified.

An employee successful in obtaining a non-union temporary position of less than twelve (12) months in duration shall retain their accumulated seniority within the bargaining unit but shall not accumulate further seniority. Employees shall have the right to return to **their** former position within the bargaining unit upon completion of the temporary position. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which **they are** deemed qualified, in accordance with Article 16.4. During the tenure of the temporary position, such employee will continue to pay Union dues as per Article 6.2 and will continue to have all the rights and benefits of the Collective Agreement.

No employee shall be transferred to a position outside the bargaining unit without such employee's consent.

- 14.7** An employee resigning **or retiring** from the employ of the Employer must do so in writing. No resignation **or retirement** shall be accepted officially until two (2) working days have elapsed from the time of the submission of the resignation **or retirement**, at which time it shall become final. Such written notice or resignation shall provide for not less than two (2) weeks' notice. **Written notice for retirement shall provide for not less than three (3) weeks' notice. If the retirement notice is less than six (6) weeks there may be a delay to the start of OMERS pension plan payments.**

- 14.8** In all cases of filling job vacancies from within the bargaining unit, or a decrease or an increase in the workforce, or a transfer within the bargaining unit as a result of a decrease in the working forces or a recall to work following a layoff, the following factors shall be considered:

- a) the knowledge, efficiency and the capability to perform the work in question;
- b) the seniority of the employees involved.

When the factors in (a) are relatively equal between two (2) or more employees, factor (b) shall govern.

It is understood and agreed that in cases where vacancies are filled in accordance with the provision of Article 5 ("Duty to Accommodate"), this Article does not apply.

14.9 An employee who makes successful application for a posted full-time job shall be placed on trial for a period of three (3) months, except in the case of Public Health Inspectors and Case Managers, in which case the trial period shall be six (6) months.

An employee who makes successful application for a posted part-time job shall be placed on trial for the first four hundred (400) hours worked, except in the case of Public Health Inspectors and Case Managers in which case the period shall be eight hundred (800) hours. Conditional on satisfactory service, the employee shall be confirmed in the position at the end of this trial period.

In the event that a successful applicant proves to be unsatisfactory in the position during such trial period, or if the employee is unable to perform the duties of the new job, such employee shall be returned to **their** former position, former grade and step without loss of seniority providing such job still exists. Any other employee who had changed positions as a result of the original transfer shall be returned to **their** former position, former grade and step, without loss of seniority, providing such job still exists.

For full-time employees, one (1) Performance Assessment of the employee's work will be done before the completion of the trial period. The assessment will be completed at approximately the eight (8) week point of the trial period except in the case of Public Health Inspectors and Case Managers, in which case the written assessment will be at four (4) month point, and the second written assessment will be completed prior to the conclusion of the trial.

For part-time employees, one (1) Performance Assessment of the employee's work will be done before the completion of the trial period. The assessment will be completed at approximately the two hundred fifty (250) hour point of the trial period a second written assessment will be completed prior to the conclusion of the trial.

The original assessments will be retained in the employee's file, with a copy provided to the employee.

If the employee is hired into a new classification, the employee may voluntarily return to their former position within the trial period, without loss of seniority.

- 14.10** Subject only to the provisions of Article 14.8, employees shall be laid off in reverse order of their seniority and shall be recalled in order of their seniority.
- 14.11** No new employees will be hired until employees on layoff who are qualified and able to do the work in question have been recalled as per Article 14.8.
- 14.12** Should the County merge, amalgamate or combine any operations or functions with another Municipal Employer, or delegate any operations or functions to another Municipal Employer, the County will endeavour to arrange, where practical, for the retention of seniority rights and salary levels for each employee of the County who may become an employee of such other Municipal Employer.
- 14.13** The Employer agrees to maintain a seniority list showing the **department** in which each employee in the bargaining unit is currently employed, the date upon which each employee was hired and the correct seniority date, if different from the hire date.

The Employer agrees to post such seniority list on all bulletin boards in January and July of each year.

Seniority, as posted, will be deemed to be final and binding and not subject to complaint or grievance unless such complaint is made within sixty (60) calendar days from the date of the current posting being placed upon the bulletin boards.

The above will only apply to permanent employees who have completed their probationary period.

- 14.14 Notwithstanding the Employer's right to transfer as outlined in Article 2.1 b), employees who wish to transfer to a permanent position within their job classification and Department shall submit their resume to the job posting file in Human Resources prior to the closing of the job posting. This transfer may be to another work location or team.**

Providing there are no ongoing performance management issues the transfer will be approved after the following factors have been considered:

- a) the knowledge, efficiency and the capability to perform the work in question;**
- b) the seniority of the employees involved.**

When the factors in (a) are relatively equal between two (2) or more employees, factor (b) shall govern.

ARTICLE 15 - JOB POSTINGS

- 15.1** Whenever the Employer wishes to establish a new job classification the procedures as set out in Section 1.4 of the Job Evaluation Maintenance Manual shall apply.

When a bargaining unit vacancy of a permanent or temporary nature occurs or a new bargaining unit vacancy is created, the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five (5) working days. If possible, positions shall be advertised within one (1) week of such vacancy or availability.

When a non-bargaining unit vacancy occurs, such vacancy will be posted on a courtesy basis and the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five (5) working days.

This Article does not apply for positions that are filled in accordance with the provisions of Article 5 ("Duty to Accommodate").

The process of having concurrent job postings and outside advertisement of bargaining unit positions is acceptable, provided the Union has given its written agreement pursuant to Article 15.3.

15.2 Such notice shall contain the following:

- Position title
- Division (Department)
- Rate of pay
- Status of position
- Knowledge and Skill qualifications
- Location
- Normal hours of work
- Reports to
- Posting #
- Posting period

15.3 The parties hereto recognize the principle of promotion from within the service of the Employer and accordingly, it is agreed that no external candidates for bargaining unit positions will be considered until such time as all qualified bargaining unit applicants have been considered and a decision on the disposition of their application has been rendered and the bargaining unit applicants have been notified.

15.4 In appointing an employee to a posted position, the factors as set forth in Article 14.8 shall be considered.

15.5 The Employer will endeavour to notify the successful applicant, in writing, of selection for the posted position within forty-eight (48) hours of the decision being made.

15.6 The Employer will endeavour to **send out** the name of the successful applicant **to the hiring department once the hiring is finalized, no later than the employee's first day.**

- 15.7** When the Employer decides not to fill a vacancy or a posted vacancy after the vacancy has been posted, the Union shall be notified in writing by the **Director, Human Resources or their** designate addressed to the Secretary of the Union, explaining the reasons for the postponement, withdrawal, or non-posting.
- 15.8** A unionized job applicant who has carried out the primary duties and responsibilities of a posted classification on a temporary basis shall be given credit for the work experience in an amount equivalent to the duration of such temporary experience.
- 15.9** Temporary vacancies of bargaining unit positions which are less than three (3) months in duration, shall not be subject to the requirements of Article 15.1 but shall be subject to the vacancy being processed by the **Human Resources Department** with a copy of all decisions and reasons for the nature of filling the vacancy to the Secretary of CUPE Local 4700.
- 15.10** Temporary vacancies that are greater than three (3) months in duration shall be subject to Article 15.9 provided it is mutually agreed to in writing between the parties. It is further understood that such agreement will only be considered provided that the nature of the vacancy is created because of a bargaining unit employee receiving an authorized leave of absence because of sick leave, WSIB, pregnancy/adoption/ parental leave, or in other extenuating circumstances as agreed to by the parties.
- 15.11** Any bargaining unit employee whose current status is that of filling a temporary vacancy, is not eligible to apply for any other temporary bargaining unit vacancy during such tenure. Furthermore, such bargaining unit employee will not be allowed to fill more than one (1) temporary bargaining unit vacancy in a twelve (12) month period. Such twelve (12) month period shall begin on the start date of the filling of the initial vacancy.
- 15.12** Permanent part-time employees filling a temporary full-time vacancy shall continue to receive percentage in lieu of benefits, part-time vacation entitlement and have their bargaining unit seniority recorded by hours worked for the duration of the temporary full-time vacancy.
- 15.13** Any bargaining unit employee who is still within the probationary period is not eligible to apply to any bargaining unit vacancy.

15.14 TRANSFERS

An employee who wishes to transfer from their present location may do so by submitting a written transfer request to the Human Resources Department. A transfer request may be submitted at any time during the calendar year and is only effective for the current calendar year. The transfer request form shall be considered as formal application for any vacancies in the above position, prior to posting.

When permanent and temporary vacancies occur in the below job

classifications, employees who are incumbents in the same job classification and status of the vacancy will be contacted in order of seniority to determine their interest in moving to the vacant position.

Providing there are no ongoing performance issues with the employee requesting the transfer, the transfer will be approved after the following factors have been considered:

- a) the knowledge, efficiency, and capability to perform the work in question;**
- b) the seniority of the employees involved.**

When the factors in (a) are relatively equal between two (2) or more employees, factor (b) shall govern.

If an employee is successful in the transfer process, the employee is not entitled to return to their former position unless they are the successful candidate to a job posting. Upon acceptance of the transfer, the employee will be issued a letter of offer.

The last vacancy created as a result of this process will be posted in accordance with Article 14.8 of the collective agreement.

This applies to the following positions:

- Parks and Facilities Maintenance**
- Parks and Facilities Lead Hand**
- Truck Driver**
- Equipment Operator**
- Case Managers**
- Senior Case Managers**
- Program Assistant – Health Unit**
- Program Assistant – Ontario Works**
- Intake and Community Support Worker – Ontario Works**
- Housing Resource Coordinator**
- Customer Service Representative – Health and Social Services**
- Foreperson/Lead Hand – Roads**
- Public Health Inspector**

ARTICLE 16 - LAYOFFS AND RECALLS

- 16.1** The Employer shall notify the employee who is to be laid off or terminated, according to the *Ontario Employment Standards Act and Regulations*, which includes the following quoted Sub-Section 1 of Section 57 pertaining to layoff or termination of more than thirteen (13) weeks in any period of twenty (20) weeks.

*Section 57 (1):

No Employer shall terminate the employment of an employee who has been employed for three (3) months or more unless the Employer gives:

- a) one (1) weeks' notice in writing to the employee if **their** period of employment is less than one (1) year;
- b) two (2) weeks' notice in writing to the employee if **their** period of employment is one (1) year or more but less than three (3) years;
- c) three (3) weeks' notice in writing to the employee if **their** period of employment is three (3) years or more but less than four (4) years;
- d) four (4) weeks' notice in writing to the employee if **their** period of employment is four (4) years or more but less than five (5) years;
- e) five (5) weeks' notice in writing to the employee if **their** period of employment is five (5) years or more but less than six (6) years;
- f) six (6) weeks' notice in writing to the employee if **their** period of employment is six (6) years or more but less than seven (7) years;
- g) seven (7) weeks' notice in writing to the employee if **their** period of employment is seven (7) years or more but less than eight (8) years;
- h) eight (8) weeks' notice in writing to the employee if **their** period of employment is eight (8) years or more;

and such notice has expired".

16.2 For the purposes of a layoff and recall to work following a layoff, temporary employees in the impacted job classification shall be laid off first. Thereafter, employees in the impacted job classification shall be laid off in reverse order of seniority, that is to say, employees with the least seniority shall be laid off first and called back to work last.

16.3 A permanent full-time employee about to be laid off may bump any full-time or part-time employee with less seniority, providing the employee exercising the right possesses the necessary qualifications as identified in Article 14.8 and is able to perform the duties with five (5) days of familiarization.

A permanent part-time employee about to be laid off may bump any part-time employee with less seniority, providing the employee exercising the right possesses the necessary qualifications as identified in Article 14.8 and is able to perform the duties with five (5) days of familiarization.

The employee's intent to exercise the right to bump must be made no later than five (5) working days after the employee receives notification of the layoff.

16.4 The **Director, Human Resources** or designate shall determine if an employee possesses the qualifications as outlined in Article 14.8 and shall notify the laid off employee within five (5) working days if they are qualified to bump into their selected position.

16.5 An employee who so displaces another employee will be credited with full seniority for the purposes of advancement on the salary grid, if applicable.

The employee shall be placed at the step on the salary grid, which is equivalent, or closest in value to the rate being paid prior to the initial layoff. Employees shall not receive a decrease in pay, except when the employee bumps into a lower classification.

The employee will be subject to a two (2) month trial in the new classification. Such period may be extended to a maximum of three (3) months with the mutual agreement of the parties.

16.6 Two (2) Performance Assessments of the employee's work will be done before the completion of the trial period. One (1) written assessment will be completed at approximately the four (4) week point of the trial period except in the case of Public Health Inspectors and Case Managers in which case the written assessment will be at three (3) month point, and the second written assessment will be completed prior to the conclusion of the trial. The original assessments will be retained in the employee's file, with a copy provided to the employee.

16.7 Employees on layoff will be recalled to the job classification from which they were laid off. Part-time employees will be recalled to part-time job vacancies in the job classification from which they were laid off. Full-time employees will be recalled to full-time or part-time job vacancies in the job classification from which they were laid off.

16.8 The Employer agrees that employees laid off for periods of less than twelve (12) months shall have the right to maintain in force the Extended Health Care Plan and Dental Plan as long as the employee does not attain employment outside of this Employer, by making payment to the Employer of the premium costs of same, it being understood that the Employer shall, in such event, remit the premiums as aforesaid to the insuring agencies on behalf of any employee so affected. It is further understood that any obligation on the part of the Employer to make payment of such premiums on behalf of employees or pursuant to this clause, shall cease at the expiration of the twelve (12) month period as aforesaid.

Article 16.8 does not apply to employees hired under Article 3.6.

16.9 It is recognized that the Employer shall at all times be entitled to retain a work force having the ability to do the work assigned to it. Accordingly, in layoff and recall to work following a layoff, the procedure set forth in Article 14.8 shall apply.

- 16.10** Any grievance concerning a layoff or a recall to work following a layoff shall be initiated at Step No. 2 of the grievance procedure.

ARTICLE 17 - BULLETIN BOARDS

- 17.1** The Employer shall provide space on **a virtual bulletin board and** the bulletin boards at the following offices:

West Works Yard (RR 45)	Villa Nova Works Yard
Schellburg Works Yard	Central Works Yard (Delhi)

Upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees providing such notices have received prior approval of the **Director, Human Resources**, or designate, which such approval shall not be unreasonably withheld. It being understood that failure of such employees to receive a notice mailed to them under the terms of this Article shall not form the subject matter of a grievance.

ARTICLE 18 - LEAVES OF ABSENCE

- 18.1** The Employer shall grant leave of absence without pay and without loss of accumulation of seniority to members of the bargaining unit to a maximum total of seventy-five (75) working days per calendar year. The purpose of such leave shall be:
- a) For employees to attend Union conventions, seminars, or educational functions.
 - b) Of the seventy-five (75) days, up to ten (10) days may be utilized by the Union President for the purposes of conducting Union Business relative to all bargaining units within the Local.
 - c) The ten (10) days of the seventy-five (75) days as outlined in (b) above may be extended with the mutual agreement of the parties.

The Union must give written notice of at least one (1) calendar month, if possible, in advance of the potential leave.

- 18.2** The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request at the time of the issuance of the writ for election, the Employer will grant full-time leave of absence without pay and without loss of accumulation of seniority to an employee who is a candidate in a Federal, Provincial or Municipal election.
- 18.3** An employee who is required to be absent from work during their normal working hours for the purpose of obtaining their Canadian Citizenship shall be granted one (1) day leave of absence for the purpose of either taking the written/oral Citizenship Test or

participating in the employee's Citizenship Ceremony.

- 18.4** a) An employee who is elected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of accumulation of seniority for the term of such office. Such leave may be renewed for a subsequent term upon request made during such term of office.
- b) Such employee shall be entitled to return to the former position at the expiration of the period or to another position in accordance with Article 16.3 herein if the former position is not available.
- 18.5** An employee shall qualify for pregnancy/parental leave in accordance with the *Employment Standards Act* of Ontario.
- 18.6** An employee will be granted three (3) working days leave of absence with pay, for the purpose of paternity leave. Such three (3) days leave of absence can be taken in part or in whole but in no case shall such leave extend past the third day after the mother and child have returned home.
- 18.7** An employee shall be entitled to three (3) consecutive hours for the purpose of voting at any provincial or municipal election or referendum and four (4) consecutive hours for any federal election. If the normal hours of employment do not allow this, such additional time shall be given at the convenience of the Employer, as may be necessary to provide such hours while the polls are open. The employee shall suffer no loss of pay for such absence.
- 18.8** In the event an employee is accused of an offence that requires a court appearance, such employee shall be given an automatic leave of absence without loss of accumulation of seniority but without pay. In the event that the accused employee is jailed awaiting a court appearance, such employee shall be given an automatic leave of absence. Such employee shall not be paid and shall not accumulate seniority during such leave. Should an employee have a driver's license suspended and the work in such employee's classification requires driving a vehicle, such employee will be transferred to an equal or lower paying job that such employee is qualified to perform if there is such work available and required to be performed. If no such work is available and required, such employee shall be laid off until again qualifying to drive a vehicle, or until making satisfactory alternative arrangements for transportation as may be required in the job of such employee. During such layoff the employee will not accumulate further seniority. Further offences may result in disciplinary action up to and including discharge.
- 18.9** When an employee is directed to report to a military hospital for observation, examination or treatment, in connection with a disability sustained as a result of military service, the Employer shall consider this as qualifying for any sick leave pay available for such employee for such period of absence less any allowance or gratuity, other than for transportation and meals, received by the employee for such purposes from Veterans Affairs Canada. Such employee shall be required to present written confirmation from

the Department of Veterans Affairs Canada which confirms the length of the absence.

18.10 The Employer may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave. All such requests must be in writing to the immediate Supervisor (Non-Union) and are to be replied to in writing and are to be approved by the Chief Administrative Officer in consultation with Human Resources and the **Department** Management before such leave is taken.

18.11 An employee called for jury duty or as a subpoenaed witness shall advise the immediate Supervisor (Non-Union) and shall be paid by the Employer at such employee's basic rate for all such time spent, and such employee shall turn over to the Employer the full amount of the payment received for such jury or subpoenaed witness duty, exclusive of travel, meal and other expenses for which such employee is reimbursed.

18.12 a) Full-time employees will be granted five (5) consecutive working days compassionate leave upon the death of an immediate relative which shall mean the employee's *spouse, child, **sibling**, parent, *parent-in-law, *stepparent, grandparent, *spouse's grandparent, ***child-in-law** or grandchild. Such leave shall be completed by the end of the fifth (5th) working day following the funeral. **Part-time employees shall be granted five (5) working days of compassionate leave to cover shifts scheduled between the time of death and two (2) days following the funeral services.**

*Note: In order to be eligible for bereavement leave, these relationships must be current.

The following definition of spouse will be used to determine the entitlement of employees who are in "common-law" relationships, to compassionate leave in the event of the death of any of the individuals listed above.

"Spouse" shall be defined as an individual of the same/opposite sex with whom the employee is not married, but has cohabitated in a conjugal relationship,

- i) continuously for a period of not less than one (1) year, or;
- ii) in a relationship of some permanence if they are the natural or adoptive parents of a child.

b) Full-time employees will be granted two (2) consecutive working days compassionate leave on the death of an employee's (not their spouse's/partner's) **sibling-in-law**, aunt, uncle, niece, or nephew. Such leave shall be completed by the end of the second (2nd) working day following the funeral. **Part-time employees shall be granted two (2) working days of compassionate leave to cover shifts scheduled between the time of death and two (2) days following the funeral services.**

c) Full-time employees will be granted one-half (1/2) day's leave without loss of

wages to attend the funeral of a fellow employee or any other County employee with whom the employee worked on a regular basis.

18.13 PREPAID LEAVE PLAN - FULL-TIME EMPLOYEES ONLY

- a) The plan is available to employees wishing to spend four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the appropriate General Manager at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The year for the purposes of the program shall be September 1st of one year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Employer. There shall be a maximum of three (3) employees off at any one time and there cannot be more than one (1) employee per **Department** off at any given time.
- d) Written applications will be reviewed by the appropriate General Manager for leaves requested and will be considered on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will not accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which **they are** participating. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the plan. The employee will not be able to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the appropriate General Manager. Deferred salary, plus accrued interest, if any, will be returned to the employee

within a reasonable period of time.

- j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practical. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out within a reasonable period of time.
- l) The employee will be reinstated to **their** former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the prepaid leave plan program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the prepaid leave program in accordance with Article 18.13 of the Collective Agreement.
 - ii) The period of salary deferral and period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.
- n) The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 19 - MAJOR CHANGE IN WORK METHODS

- 19.1** When a technological change is to be made which will or may bring about the layoff of a seniority employee or which will adversely affect their wage rate, the employee agrees the Labour/Management Committee will meet with the Employer to discuss its implications before implementation. If agreement is not reached, the matter may be subject to a grievance or arbitration.
- 19.2** a) In the event that the Employer introduces new work methods or equipment which require new or greater skills than those possessed by persons employed in any operations or jobs so affected, the Employer agrees to meet with the Labour/Management Committee to discuss on-the-job training or after-hours training or study courses which will be arranged for such employees. It is understood that the Employer shall only be obliged to pay for time spent during

normal working hours engaged in any such on-the-job training program and that the Employer is entitled to select the employee or employees eligible for such program from among the employees so affected by the change in work methods or introduction of new equipment.

Where there are no employees having the requisite experience, capacity, and academic background to receive such training then, and in such case, the Employer may hire a new employee or employees for the work in question. The Employer shall reimburse the designated employee or employees only upon successful completion of any such required training program or study course for the cost of tuition and textbooks but not for time which may be spent outside of normal working hours engaged in such program.

- b) The Employer will reimburse an employee in accordance with County policy for approved costs incurred by employee, in taking a night course or correspondence course that has been approved by the Employer. Approved costs include tuition fees and the cost of textbooks and are payable upon successful completion of the course. If an employee's application for approval is denied, the employee shall be given the reason in writing.

19.3 An employee who is assigned to a position paying a lower rate of pay shall continue to be paid at **their** rate, unless such reduction takes place under Article 18.8. For the purposes of this Collective Agreement, an "Assignment" shall be deemed to be a temporary transfer.

- 19.4**
- a) The Employer will provide the details of employer approved courses for Roads Department staff to the Union as they become available. Such details will be posted on the appropriate bulletin boards. Interested employees will notify the Director, Roads Department or designate, in writing, within two (2) weeks of the posting date. The decision of the Director, Roads Department or designate, on the selection of employees for employer approved courses shall be final and binding.
 - b) The Employer will endeavour to provide equal opportunity to full-time employees who express interest under Article 19.5 (a) to attend approved courses, except in the case of foreperson, who may be given priority.

ARTICLE 20 - GENERAL

- 20.1**
- a) The Union will keep the Employer informed, in writing, of the names and addresses of all of its officers, stewards and committee members.
 - b) The Employer will keep the Union informed, in writing, of the names of any Supervisory staff who are concerned with the administration of this Collective Agreement.

20.2 TRAVEL

- a) The Employer shall reimburse an employee, in accordance with County Policy, for distance driven by the employee in the employee's own vehicle while conducting County business authorized by the employee's immediate Supervisor (Non-Union), it being understood that the rate will be \$.40 per kilometre or as per County Policy, whichever is higher for the duration of this agreement.
- b) All "outside" employees shall provide, at their own expense, daily round-trip transportation between their home and their patrol garage, or between their home and their assigned work site, whichever distance is less, as directed by their immediate Supervisor.

20.3 This Collective Agreement constitutes the entire Collective Agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral.

20.4 JOB SECURITY

Employees who have seniority as of the signing of the Collective Agreement shall not lose their jobs as a direct result of the contracting out, after that date, of any of the services of the Employer.

20.5 PRINTING OF AGREEMENT

A copy of the Collective Agreement will be given to new employees during the onboarding process with Human Resources. Existing employees will have access to the Collective Agreement electronically. A copy will be available on the CUPE bulletin boards.

The Employer shall arrange for the preparation and distribution of the Collective Agreement. The cost associated with the printing of the Collective Agreement shall be shared equally by the parties.

20.6 TOOLS

The Employer will provide all tools, equipment, and supplies required by employees to perform their duties. Replacements will be made by producing the worn or broken equipment. Mechanics will be hired with their own tools and replacement tools will be as per this Article.

ARTICLE 21 - WAGES AND SALARIES

21.1 The Employer may hire new employees and place them at any step of the wage band, providing no new employee(s) in the same job classification are paid more than any current incumbents.

If the Employer places a newly hired employee on a higher step of the job band than

any current incumbents in the job classification, the affected incumbents will be entitled to be moved to the same step of the wage band and where applicable, the difference in entitlement that results from such increase in wages shall be paid retroactively to be commensurate with the start date of the newly hired employee.

- 21.2** Attached to this Collective Agreement and forming an integral part thereof shall be Schedule "A", setting forth wage rates, classifications, job numbers and job titles. Employees who work less than the normal hours of work shall accumulate seniority and wages in direct proportion to the time worked in relation to a full-time employee's normal hours of work from the time the employee last entered the service of the Employer.
- 21.3** For the same period of time, an employee shall not receive payments under more than one provision of this Collective Agreement except for shift premium and overtime, and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday.
- 21.4** For hours worked up to and including the second (2nd) Friday, an employee shall be paid by 3:00 p.m. on the Thursday following the pay period of every second (2nd) week. Effective, January 1, 2015, on each payday, each employee shall be provided with an electronic itemized statement of wages and deductions.

21.5 OUT-OF-SCHEDULE RATES

Wages shall be determined through the Job Evaluation Program as outlined in this Collective Agreement. In job classifications where recruitment and/or retention of staff is a concern the Employer may establish an out-of-schedule rate.

The Employer shall review established out-of-schedule rates every twenty-four (24) months and shall notify the Union of any changes.

In the event an out-of-schedule rate for a job is introduced by the Employer, Local 4700 shall be notified and it shall continue in effect until the Employer decides that the conditions which gave rise to it no longer exists.

At that time the rate for the job shall be the evaluated rate, but any employee who was being paid the out-of-schedule rate shall continue to be paid the equivalent of the out-of-schedule rate, while working in the job for a period of twelve (12) months following the Employer's termination of the out-of-schedule rate. All employees to whom this clause is applicable shall be notified accordingly, including new employees hired during the twelve (12) month period of the evaluated rate for the job classification.

- 21.6 An employee who is assigned to perform the core duties of a higher paying classification shall be paid the rate of pay next higher in the salary range for the assigned position for all such consecutive work performed.**

Such payments shall not extend to an employee while undergoing training on

the higher rated job. Upon promotion to a higher rated position, an incumbent shall move to an increment level in the higher rated position that guarantees a five percent (5%) increase over their pre-promotion rate, but not to exceed the job rate of the higher rated position.

Applicable to Forty-Hour Workers, ONLY:

When employees are assigned the duties and responsibilities of a higher paying classification, they will be paid at the rate of pay for that particular classification.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

- 22.1** The Employer and the Union acknowledge their responsibilities to promote a safe and healthy working environment. Further, as outlined in Section 25 (2) (h) of the *Occupational Health and Safety Act*, the Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- 22.2** The Employer and the Union shall co-operate in continuing and perfecting training and regulations which will afford adequate protection to employees.
- 22.3** In accordance with Ministry of Labour recommendations, the composition of the Joint Occupational Health and Safety Committee shall be reviewed bi-annually by the parties.
- 22.4** The Employer shall provide protective equipment, as is necessary, and such equipment is to be worn by all employees as required or directed.
- 22.5** The Union and the Employer agree that the minimum standards acceptable for Health and Safety are those established in the *Occupational Health and Safety Act*, as amended from time to time.

ARTICLE 23 - CLOTHING AND PROTECTIVE WEAR

- 23.1** The Employer shall supply, without expense to the "inside" Employees, head protection, eye protection and any other protective clothing as required.

The Employer shall supply to all "outside" employees, without expense to the employees, protective headgear, liners, protective eyewear, safety rubber boots, vest, rainwear, protective apron, work gloves, coveralls, and other protective clothes, as required.
- 23.2** One (1) lab coat, as required, will be issued to Public Health Inspectors.
- 23.3** The Employer shall provide the sum of **four hundred dollars (\$400.00)** per year, payable in January of each year, to all full-time:

- i) Forty-hour Workers (except as excluded below **and By-Law Officers**)
- ii) Building Inspectors
- iii) Public Health Inspectors
- iv) Weigh Scale Attendants

Such **four hundred dollars (\$400.00)** is for the purpose of safety footwear and appropriate clothing (parka, pants, and shirts).

All employees are required to purchase and wear safety footwear while at work, as required or directed. All safety footwear must be equivalent to, or exceed, the Grade 1 green patch standard as outlined in C.S.A. Standard Z195 – M92 unless such other standards are established and published by the Employer, in consultation with the Joint Health and Safety Committee.

Full-time employees hired into permanent positions prior to April 1st in any calendar year shall receive the entire amount of **four hundred dollars (\$400.00)**, minus any monies paid as per Article 23.4.

Full-time employees hired into temporary positions or full-time employees hired into permanent positions on or after April 1st in any calendar year shall receive a pro-rated amount of **four hundred dollars (\$400.00)**, minus any monies paid out as per Article 23.4.

It is the expectation of the Employer that safety footwear and appropriate clothing are maintained in such a fashion as they will continue to provide the degree of protection for which they were intended. It is further the expectation of the Employer that if such safety footwear and appropriate clothing are not maintained in a fashion that will provide the degree of protection for which they are intended, they are to be replaced.

The Employer shall contract to provide the appropriate safety footwear and uniform attire, consisting of a minimum of five (5) pants, five (5) shirts and one (1) parka, upon successful completion of the probationary period to all full-time employees:

- i) Sr. Facilities Technician, **Facilities Department**
- ii) Facilities Technician, **Facilities Department**
- iii) Lead Hand, Parks and Facilities, **Parks Department**
- iv) Parks and Facilities Maintenance, **Parks Department**
- v) Facility Maintenance Technician, **Parks Department**
- vi) Fleet Services Coordinator and Roads Clerk (safety footwear only)**

As such, these classifications are not eligible for the **four hundred dollars (\$400.00)** clothing allowance.

Upon presentation of the above noted items of clothing, which are no longer serviceable due to normal wear and tear, the Corporation will provide new items as required and outlined in the Policy.

- 23.4** As a condition of employment, all temporary and probationary employees must supply their own safety footwear and such safety footwear must be as specified in Article 23.3. Upon presentation of a receipt of purchase for safety footwear the employee will be reimbursed, up to ninety (\$90.00) dollars.
- 23.5** The Employer shall provide the sum of one-hundred and fifty (\$150.00) dollars per year, payable in January of each year, to all part-time:
- i) Forty-hour Workers
 - ii) Building Inspectors
 - iii) Public Health Inspectors
 - iv) Weigh Scale Attendants

Such one hundred and fifty (\$150.00) dollars is for the purchase of safety footwear and appropriate clothing (parka, pants, and shirts).

All employees are required to purchase and wear safety footwear while at work, as required or directed. All safety footwear must be equivalent to, or exceed, the Grade 1 green patch standard as outlined in C.S.A. standard Z195-M92 unless such other standards are established and published by the Employer, in consultation with the Joint Health and Safety Committee.

ARTICLE 24 - HOURS OF WORK

- 24.1** The regularly scheduled workweek shall be Monday through Friday inclusive. The regularly scheduled workday shall be as scheduled at the time of signing this Collective Agreement. Nothing in this Article shall be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. However, before any change is made in the starting and stopping time or new shifts are established, there will be prior notice to and discussion with the Union. Regular shift hours shall be as follows:
- a) **Forty (40) Hour Workers**
The regular work week for forty (40) hour workers shall consist of five (5) days of eight (8) hours;
 - b) **Other than Forty (40) Hour Workers**
The regular work week for employees other than those in the classifications set out under subsection (a), (c), (d), (e), (f), (g) (h) and (i) herein shall consist of five (5) days of seven (7) hours;
 - c) **Definition of Forty (40) Hour Workers**

Department	Position Title
Engineering	Senior Municipal Technologist Development Technologist Junior Development Technologist

	Drainage Program Coordinator Drainage Operator
Roads	Foreperson – Roads + Foreperson Night Shift Lead Hand – Roads Equipment Operator Truck Driver + Truck Driver, Winter Control Roads Clerk
Fleet	County Garage Foreperson Licensed Auto Mechanic Auto Mechanic Assistant Fleet Services Coordinator
Facilities	Facilities Technician Facilities Technologist Senior Facilities Technician
Environmental Services	Operator-In-Training, Systems/Facilities Operator Class I, Systems/Facilities Operator Class II, Systems/Facilities Operator Class II, Systems/Facilities Chief Operator, Systems/Facilities Foreperson-W and WW, Systems/Facilities Water and Wastewater Compliance Officer Water and Wastewater Compliance Technician Environmental Technologist
Parks	Resource Management Technician/By-Law Officer Forest Technician Facilities Maintenance Technician Parks and Facilities Maintenance Lead Hand Parks and Facilities Arborist Parks and Facilities Maintenance/Facilities Attendant
Recreation	Senior Instructor Guard Instructor Guard Recreation Coordinator – Active Adults & Inclusion Support Recreation Coordinator – Fitness and Active Living Recreation Coordinator – Child, Youth and Special Events Customer Service Representative, Rec *Recreation Programmer
Clerks and By-Law Department	By-Law Enforcement Officer

***works part-time hours**

d) **Facilities**

The regular work week for the Facility Technicians/**Technologist** consists of five (5) days of eight (8) hours and such eight (8) hours will be scheduled between 7:00 a.m. and 5:30 p.m.

For these positions, any hours prior to 7:00 a.m. or after 5:30 p.m. will qualify these Employees for a shift premium of **eighty (\$0.80)** cents per hour.

e) **Parks Employees**

For **Parks** 40-hour employees, the standard hours of work for full-time employees shall be a minimum of eight (8) hours per day and a maximum of ten (10) hours per day on regular scheduled workdays. The Employer shall endeavour to provide standard hours of work for full-time employees of forty (40) hours per week. The employee shall work a total of eighty hours every two (2) weeks.

Employees working a day shift will be scheduled between 6:00 am and 5:30 pm.

Employees working an afternoon shift will be scheduled between 2:00 pm and 12:00 am.

All work schedules will have management-assigned start and stop times issued along with the schedules when they are provided. The Employer will endeavour to provide equitable distribution of shifts for employees within each job classification. The work schedules for **Parks** full-time employees shall be provided no later than one (1) month prior to the schedule taking effect.

Shift Schedule Change

The Employer may change shift schedules, upon providing seventy-two (72) hours written notice to affected employees. Further, the Employer may modify the schedule for employees provided a minimum seventy-two (72) hours written notice is given to employees involved. Should an affected employee not receive seventy-two (72) hours written notice of a change to the shift schedule or change of their shift within the schedule, the employee shall be paid time and one half (1½ x) for those hours worked which infringe upon the seventy (72) hour written notice period.

The Employer and the Union recognize that there are a number of positions, classifications and departments (including six (6) or seven (7) day week operations) which may require work on Saturday and/or Sunday, afternoon, evening or rotating shift schedules or flexible work schedules. Where a six (6) or seven (7) day operation is required, the first (1st) day off in a week shall be considered for overtime as a Saturday and the second (2nd) day off shall be considered as a Sunday and overtime shall be paid at one and one-half (1½) times salary for Saturday and two (2) times salary for Sunday. All other overtime performed in excess of eighty (80) hours every two (2) weeks shall be paid at one and one-half (1½) times salary.

It is understood that during scheduled events taking place in the arena facilities the Employer may not be able to prevent interruptions to a full-time employee's scheduled lunch period. In such circumstances, the Employer agrees to compensate that employee a paid one-half (1/2) hour lunch for the following

shifts: Monday to Sunday Afternoon Shift and Saturday and Sunday Day Shift.

Shift Premiums – Parks 40-hour Employees

Full-time **Parks** employees working shifts shall be paid a shift premium of **eighty (\$0.80)** per hour for all hours worked between 4:00 p.m. and 6:00 a.m.

f) Recreation Department

For Recreation 35 and 40-hour employees, the standard hours of work for full-time employees shall be a minimum of seven (7) and eight (8) hours per day and a maximum of ten (10) hours per day on regularly scheduled workdays.

Work schedules for all Recreation employees may include daytime, evening, weekends, and holidays. Employees working a day shift will be scheduled between 5:00 a.m. and 6:00 p.m. and employees working an afternoon shift will be scheduled between 12:00 p.m. and 12:00 a.m.

All work schedules will have management-assigned start and stop times issued along with the schedules when they are provided. The Employer will endeavour to provide equitable distribution of shifts for employees within each job classification. The work schedules for **Recreation** full-time employees shall be provided no later than one (1) month prior to the schedule taking effect.

The work schedules for Recreation part-time employees shall be provided no later than two (2) weeks prior to the schedule taking effect.

The Employer and the Union recognize Recreation is a seven (7) day per week operation, which requires work on Saturday and/or Sunday, afternoon, evening or rotating shift schedules or flexible work schedules. It is therefore recognized that the first (1st) day off in a week shall be considered for overtime as a Saturday and the second (2nd) day off shall be considered as a Sunday and overtime shall be paid at one and one-half (1½) times salary for Saturday and two (2) times salary for Sunday. All other overtime performed in excess of eighty (80) hours every two (2) weeks shall be paid at one and one-half (1½) times salary.

Full-time and part-time Recreation Department employees working shifts shall be paid a shift premium of eighty (\$0.80) per hour for all hours worked between 4:00 p.m. and 6:00 a.m.

g) Roads Department (Outside)

The standard hours of work for full-time employees in the Roads Department of the **Operations** Division shall consist of five (5) days of eight (8) hours from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch.

Winter Control

The Winter Control season shall commence on the first Monday after

November 1st and conclude on the last Friday prior to April 15th.

The Employer will advise the employee, prior to 9:00 p.m., that the employee is required to report for work between 4:00 a.m. and 7:00 a.m. The reporting employee will be paid at the straight-time rate of pay from 4:00 a.m. for the entire eight (8) hour shift. If the Employer determines that the employee is required to work, and the affected employee agrees to said overtime, more than eight (8) hours they shall be compensated at the applicable overtime rate as per the Collective Agreement.

If the Employer does not advise the employee prior to 9:00 p.m. that the employee is required to report for work between 4:00 a.m. and 7:00 a.m., the employee will be compensated for all hours worked prior to 7:00 a.m. at the appropriate overtime rate of pay.

Should the employee be required to commence work prior to 7:00 a.m., the employee shall be paid at the applicable overtime rate for all time worked prior to 7:00 a.m.

Roads Overtime Guidelines

- 1) Employees within each job class will be listed in order of seniority, by area, for the purpose of assigning overtime hours on a rotating basis.**
- 2) The record of overtime will show, as part of the report, the opportunities to work overtime hours.**
- 3) The overtime banks will assume a standing balance of "0" hours on January 1 of each year.**
- 4) When an employee is on vacation and does want to be called in to work overtime, they will notify their supervisor of same, prior to the commencement of such vacation.**
- 5) If the Manager/Supervisor or unionized designate is unsuccessful in obtaining someone from within the required job class to work overtime, they shall call an employee who has already indicated that they would be available (regardless of job class) first from the Area in question, then from the remaining Areas.**
- 6) Night shift truck drivers will be identified as such on the call-in list and will appear in order of their seniority.**
- 7) It is the discretion of the Supervisor or Foreperson to determine, based on the call from dispatch, what classification is required to take the overtime. In the event that there is a dispute regarding the classification that was awarded the overtime; the Employer shall**

upon request by the Union within one (1) week (5 full business days) of the request by the Union furnish the particulars to the Union.

- 8) **Lead Hand and Equipment operators will be called in first for all overtime hours requiring such function and will be called in for truck driving, if qualified. Should an employee be called out based on a specific classification being required, that employee will be skipped on the next overtime call out to ensure equity of overtime distribution.**
 - 9) **Temporary employees will be called in for overtime once all other options are exhausted. That is to say, full-time permanent bargaining unit employees will be contacted first and if no one from this group is available temporary employees will be contacted.**
 - 10) **A master form for the recording of overtime hours covering a monthly period and year-to-date totals will be prepared by the Employer and posted.**
 - 11) **If an employee does not answer the phone, declines, is on vacation or has otherwise notified that they don't want to be called for overtime work, or if the employee personally knows that taking that shift and will exceed the Ontario Reg. 555/06 under the *Highway Traffic Act*, and should the position not be filled with the callouts, then the Foreperson may respond. No more than two (2) phone numbers provided to Management will be on the Norfolk County Roads list and called when trying to fill a shift. The employees will have five (5) minutes from the time the message is left to respond.**
 - 12) **When the next overtime shift comes available, the Foreperson will continue from the last person who accepted the previous overtime shift. In a circumstance where called by someone other than the Foreperson it is the responsibility of the employee to identify if they have taken an overtime shift, where the caller may not be aware. If this were to occur the caller would then proceed to call the next employee on the list.**
 - 13) **The County reserves the right in a municipal, provincial, or federal declared a state of emergency to offer the shift to the closest/fastest responding employee.**
- h) **Water and Wastewater Hours of Work Outside**
The regular work week for the full-time Water and Wastewater employees shall consist of five (5) days of eight (8) hours from 7:30 a.m. to 4:00 p.m. with a one-half (1/2) hour unpaid lunch.

i) **Shift Premium**

Other than as outlined elsewhere in Article 24.1, when regular shifts are instituted, an employee shall receive a premium of **eighty (\$0.80)** per hour for all hours worked if the majority of hours of the shift are worked between 15:30 hours and 07:00 hours **or on a Saturday or Sunday**. There shall be no pyramiding of overtime premiums with any other premiums specified in this agreement. **Shift premium does not apply to situations governed by a letter of understanding related to on-call and weekend rounds.**

j) **Part-Time Employees**

The hours of work for all part-time employees will be as determined by the Employer. A part-time employee will be eligible for overtime rates of pay only after working the normal daily/weekly hours of work equivalent to a full-time employee.

k) **Weigh Scale Attendant (36-hour workers)**

The standard hours of work for a full-time Weigh Scale Attendant will be nine (9) hours per day, four (4) consecutive days per week (36 hours) – 7:45 a.m. to 4:45 p.m. with a paid ½ hour lunch.

The remaining operational hours outside of the scheduled hours for part-time staff be shared equitably among the part-time employees.

24.2 All time worked before or after the regular workday, the regular work week, or on a holiday shall be considered overtime.

24.3 Overtime shall be reimbursed at the following rates:

- a) in excess of a regularly scheduled, full-time worked day - time and one-half (1½);
- b) in excess of a regularly scheduled, full-time worked week - time and one-half (1½);
- c) on a Sunday - double (2x) time;
- d) Employees who work on a Holiday as set out in Article 27.1 double (2x) time paid plus the Stat Holiday entitlement which is to be scheduled at a time which is mutually agreeable. Time must be taken within six (6) months of banking the stat.

24.4 a) A full-time employee shall be compensated for overtime, either at time and one-half (1½) or double (2x) time as set out in Article 24.3 above, either by being paid for it or by taking lieu time off. A full-time employee who does not wish to be paid immediately for overtime earned may put such overtime in **their** "overtime bank".

A full-time employee may request payment in lieu of time off for any amount of overtime in **their** overtime bank. Payment for overtime earned will be made on the next practical pay day after payment is requested. Time off in lieu of overtime pay shall be taken as requested by the employee, subject to the requirements of the

Department.

Payment for overtime will be at the rate at which such overtime was earned.

Part-time employees shall be paid for all overtime worked either at time and one-half (1½) or double (2x) time as set out in Article 24.3. Such part-time employees shall be allowed to take such time off "in lieu" or put such overtime in an "overtime bank" only upon approval by the General Manager.

An employee who has banked a total of seventy (70) hours [eighty (80) for employees as set out in Article 24.1 (c)] in a pay year shall be notified of having reached this maximum and shall automatically be paid for all overtime worked thereafter in the pay year at premium rates on the next practical pay day. Such banks are not refillable.

- b) An employee who has overtime in **their** overtime bank at the end of a pay year shall **notify Human Resources regarding payout by January 15th** and if such employee does not **notify Human Resources, anything above the carryover outlined** in paragraph (c) shall be paid in the following February at the basic rate at which such overtime was earned; or,
- c) An employee who **carries** over such maximum seventy (70) or eighty (80) overtime hours or less must take that time off in lieu at a time or times approved by the General Manager or designate, and in any event by the end of the "pay year" which follows the year in which the overtime was earned;
- d) Overtime must be authorized by the General Manager or designate;
- e) The Employer shall post a monthly list of the overtime accumulated by each employee;
- f) On retirement or death, the Employer shall pay accumulated overtime to either the employee or the employee's beneficiary.

For the purpose of 24.4 the "pay years" for the duration of this Collective Agreement are as follows:

- **December 24, 2022 – December 22, 2023**
- **December 23, 2023 – December 20, 2024**
- **December 21, 2024 – December 19, 2025**
- **December 20, 2025 – December 18, 2026**

24.5 Employees shall receive a fifteen (15) minute rest period in each half of a regular, daily full-time shift.

24.6 Employees shall not be laid off during regular hours to equalize any overtime worked.

- 24.7** Overtime shall be shared as equitably as possible among those employees who are usually engaged in the operation involved, and who are willing to participate in the said overtime work.
- 24.8**
- a) Employees who are required to attend meetings on behalf of the Employer outside the regular schedule of hours shall be entitled to reimbursement for meal expenses, including tip of up to **fifteen dollars (\$15.00)** for lunch or up to **twenty-five dollars (\$25.00)** for supper upon the production of a receipt. Other situations will be dealt with in accordance with the policies of the Employer.
 - b) When a full-time employee is required to work overtime in excess of three (3) hours beyond the normal workday, **they** shall receive reimbursement for meal expense upon submission of an original receipt to a maximum of **fifteen dollars (\$15.00)**.
 - c) **The above payments will not apply when the County supplies the meal in these circumstances and if the employee is working from home/anywhere. Employees with dietary restrictions will be accommodated based on their request.**

24.9 CALL-IN

- a) A full-time "inside" employee who is called to return to work outside of their regularly scheduled hours, shall be compensated at double time (2x) their regular rate for time worked or a minimum of four (4) hours pay at their regular rate, whichever is greater.
 - b) When Forepersons are called at home to contact and assign employees employed in the Roads Department, for call-ins, such Foreperson will be compensated with one (1) hour's pay at double time.
 - c) A full-time "outside" employee who, when off the job, is called in outside the scheduled hours set out in Article 24.1 shall be paid either a minimum of four (4) hours at straight time rates from the time of arrival at the job site, or at the applicable overtime rate set out in Article 24.3 for such time worked, whichever is greater.
- 24.10** If outside work is halted during working hours by reason of inclement weather conditions, the Employer shall provide indoor work for outside staff. If indoor work is not available, no loss of pay shall result by reason of the provision of this clause.
- 24.11** An employee who is required to appear in Court or who is involved in other legal proceedings beyond their regularly scheduled hours of work on matters arising out of their employment, shall be paid at the rate of time and one-half (1½) for all hours worked beyond their regularly scheduled hours of work. Such overtime premium shall not be paid for travel time.

- 24.12** Time spent travelling to and from conferences; workshops and symposiums shall not be considered as overtime. Employees are expected to attend the program for its duration. If the conference, workshop or symposiums falls on a weekend, employees shall be paid regular time and may take a day off in lieu on the next available working day.

ARTICLE 25 - PENSION PLANS

- 25.1** The Employer and each regular full-time employee shall subscribe as required by and to the following pension plans:

- a) Ontario Municipal Employees' Retirement System (OMERS). The Employer and the employee shall make contributions in accordance with the provisions of OMERS, and employees shall retire in accordance with the terms of the said Plan;
- b) Canada Pension Plan.

- 25.2** For part-time employees who are eligible to participate in the OMERS Pension Plan, the employee's percentage contribution will be deducted from the percentage in lieu of benefits to six and one-half percent (6½%) (Article 28.5).

ARTICLE 26 - VACATIONS

- 26.1** A regular full-time employee shall be granted a vacation with pay based upon active, continuous service in accordance with the following:

- a) A new regular full-time employee will be granted a vacation in the first calendar year of employment at the rate of 1¼ day of vacation for each month of active, continuous service to the end of that year to a maximum of fifteen (15) days.
- b) A full-time employee who has completed one (1) year of active, continuous service in the calendar year following the calendar year in which employment started will receive in that year three (3) weeks' vacation with pay and the same for each year thereafter until five (5) years of active, continuous service.
- c) A full-time employee shall be granted four (4) weeks' vacation with pay in the year in which **they** complete six (6) years of active, continuous service.
- d) A full-time employee shall be granted five (5) weeks' vacation with pay in the year in which **they** complete eleven (11) years of active continuous service.
- e) A full-time employee shall be granted six (6) weeks' vacation with pay in the year in which **they** complete nineteen (19) years of active, continuous service.
- f) A full-time "inside" employee may, with the approval of the immediate Non-Union Supervisor, carry over to the following year, one-half (1/2) of the current years' vacation entitlement, to a maximum of two (2) weeks.

A full-time "outside" employee may, with the approval of the immediate Non-Union Supervisor carry over one (1) week of vacation to the following year.

- g) During the first calendar year, part-time employees shall receive vacation pay, at each pay period, equal to four percent (4%) of the wages of the employee in the twelve (12) months of employment for which the vacation is given.

In calculating wages for vacation percent, no account shall be taken of any vacation pay previously paid.

After the first calendar year, the part-time employee shall receive vacation pay, at each pay period, equal to five percent (5%) of the wages of the employee in the twelve (12) months of employment for which the vacation is given.

- 26.2** Vacations for full-time employees are earned during the current calendar year and according to the employee's starting date. All vacation becomes due and must be taken within the current calendar year, subject to customary vacation schedules for vacations to be taken in an orderly manner, which will not unduly deplete any function. An employee with more than four (4) weeks' vacation will take the fifth (5th) or more weeks at the discretion of the immediate Supervisor (Non-Union) during the twelve (12) month period following January 1st of the current calendar year with the wishes of the employee given consideration on the basis of seniority.
- 26.3** Upon termination of employment or retirement, a full-time employee shall be entitled to vacation pay earned for the period from January 1st of the current calendar year to the date of termination or retirement, less the amount of vacation already used in that year.
- 26.4** If a full-time employee is absent without pay for a period of thirty (30) calendar days or longer then such employee's vacation entitlement in the year in which the unpaid absence occurs shall be reduced in proportion to the number of working days lost during such absence.
- 26.5** Upon the death of a full-time employee, the Employer shall pay vacation pay earned to the date of death less the amount used in that year and less statutory deductions to the employee's estate.
- 26.6** A full-time employee who terminates in a calendar year after having taken vacation will be required to pay back to the Employer any amount of vacation paid in advance over and above the amount owing to such employee on the basis of service.
- 26.7** A full-time employee who qualifies for sick leave requiring hospitalization or is incapacitated and confined to the home due to injury/illness during vacation shall not have a deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date at a time convenient to the requirements of the Employer with the wishes of the employee given full consideration.

For the purpose of this clause, the word "hospitalization" shall be deemed to include a period of a minimum of four (4) days when the employee, although not actually admitted to hospital, is incapacitated for medical causes. Any such claimed incapacity must be substantiated by a doctor's certificate.

26.8 Effective November 1, 2019

By November 1st, each Department shall post a list which indicates the vacation entitlement for all full-time employees. Employees shall select by November 15th the vacation period they wish to take for the following calendar year. The General Manager, or designate, will then approve the vacation requests by December 15th, taking into account the wishes of the employees on the basis of seniority subject to Article 26.2.

On the basis of seniority as set out in Article 14.1 vacations are to be scheduled in accordance with the requirements of the Department. If two (2) or more full-time employees request the same vacation dates and not all requests can be accommodated, then seniority shall govern with the most senior full-time employee in the Department having first choice.

Employee vacation requests submitted after **November** 15th shall be considered on a first come basis and shall be scheduled in accordance with the requirements of the Department.

For vacation requests that have been approved within the timeframes outlined above, any changes after the date of approval will be by mutual agreement of the employee and the immediate Non-Union Supervisor or designate, only.

26.9 Full-time "outside" employees will choose a vacation period of a maximum of their total entitlement less one (1) week. Full-time employees whose entitlement is two (2) weeks or less shall be entitled to take their vacation in one (1) period. The remaining week of vacation must be scheduled by mutual agreement with the General Manager.

ARTICLE 27 - RECOGNIZED HOLIDAYS

27.1 The following Holidays are recognized:

New Years' Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
National Day of Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Boxing Day
Christmas	

and any day proclaimed by the Federal, Provincial or Municipal Government.

27.2 The above holidays are recognized on the calendar date except when any of the above holidays falls on a Saturday or Sunday, for employees on the regular Monday to Friday work week schedule, the Monday succeeding such holiday shall be designated by the County as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.

27.3 If a recognized holiday occurs during a full-time employee's vacation period, such employee shall be granted another vacation day off with pay in lieu thereof at a time convenient to the requirements of the Employer with the wishes of the employee given full consideration.

In cases where an employee is assigned the duties and responsibilities of a higher paying classification, for a minimum of one (1) week, and a recognized holiday falls within such one-week period, that is to say, not the first day or last day of such assignment, the employee shall receive the applicable rate for the higher paying classification for the recognized holiday.

27.4 A full-time employee on the seniority list and presently actively employed and on the payroll shall receive pay at basic rate/daily salary as set out in Schedule "A" times regularly scheduled daily hours for each holiday listed in this Article if:

- a) The full-time employee works **their** scheduled shift immediately preceding and succeeding the recognized holiday unless absence is the result of personal illness or accident in which case the Employer may require verification by a medical doctor's certificate as to the illness or accident.
- b) The full-time employee who has been recalled must work the day before and the day after the holiday since returning to work and is not entitled to a recognized holiday between the date of layoff and the return to work.
- c) For part-time employees the entitlement to pay on any of the aforementioned recognized paid holidays shall be subject to the following qualifying conditions:
 - i) The total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20, or:
 - ii) If some other manner of calculation is prescribed, the amount determined using that manner of calculation.

27.5 The Employer may require an employee to work on a holiday. An employee who is scheduled to work on the day a recognized holiday is observed by the Employer shall receive:

- a) in addition to the pay provided for under Article 27.4, double (2x) basic hourly salary times all hours worked on holidays listed in this Article; or,

- b) no payment under Article 27.4 if the employee does not report for work and does not have a reason satisfactory to the Employer for not so reporting.

ARTICLE 28 - BENEFIT PLANS

28.1 a) Extended Health Care - Full-Time Employees Only

- 1) All full-time employees, with the exception of Health Division employees, may participate in the Extended Health Care and Hospital Plan currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance and a \$10 dispensing fee cap will be implemented for prescription medications. The deductible is ten (\$10) dollars for single coverage and twenty (\$20) dollars for family coverage. The vision care, which is part of the Extended Health Care Plan, shall provide for three hundred fifty (\$350) dollars coverage every twenty-four (24) months.

Effective November 1, 2012, the Employer shall pay eighty (80%) percent and the employee shall pay twenty (20%) percent of the premium for all new full-time hires.

- 2) All full-time Health Division Employees may participate in the Extended Health Care and Hospital Plan currently in force at the Health Division for Health Division Employees only. The Employer shall pay one hundred (100%) percent of the premium for such coverage and a \$10 dispensing fee cap will be implemented for prescription medications. The deductible is ten (\$10) dollars for single coverage and twenty (\$20) dollars for family coverage. This coverage includes semi-private coverage. The vision care, which is part of the Extended Health Care Plan, shall provide for three hundred fifty (\$350) dollars coverage every twenty-four (24) months.

Effective November 1, 2012, the Employer shall pay eighty (80%) percent and the employee shall pay twenty (20%) percent of the premium for all new full-time hires.

b) Group Life Insurance and Accidental Death and Dismemberment

All full-time employees shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The current coverage is two (2) times the annual salary rounded to the next highest one thousand dollars (\$1,000) to a maximum of one hundred thousand (\$100,000) dollars.

Effective November 1, 2012, the Employer shall pay eighty (80%) percent and the employee shall pay twenty (20%) percent of the premium for all new full-time hires.

c) Long-Term Disability

All full-time employees shall participate in the Long-Term Disability Plan currently

in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The current coverage is sixty-six and two-thirds (66 2/3%) percent of monthly earnings to a maximum of eighteen hundred (\$1,800) dollars per month (with a six-month waiting period).

Effective November 1, 2012, the Employer shall pay eighty (80%) percent and the employee shall pay twenty (20%) percent of the premium for all new full-time hires.

d) **Dental Plan**

All full-time employees may participate in the Dental Plan currently in force. The Employer shall pay one hundred (100%) percent of the premium for such coverage. The current Dental Plan in effect is Green Shield 2V. The previous year's O.D.A. fee schedule will apply.

Effective July 1, 2011, add crowns, bridge work and major restorative for a reimbursement of fifty percent (50%) of the costs to an annual maximum of one thousand five hundred dollars (\$1,500) for each full-time employee.

Effective November 1, 2012, the Employer shall pay eighty (80%) percent and the employee shall pay twenty (20%) percent of the premium for all new full-time hires.

e) **Health Care Spending Account**

The Employer shall pay one hundred (100%) percent of the premiums associated with a Health Care Spending Account (HCSA) for full-time employees. **Three hundred dollars (\$300.00)** shall be deposited into the full-time employees account on April 1, **2024**, and every April 1st thereafter. Unused credits shall be forfeited two (2) years less a day from the original date of deposit.

f) **Benefit Plans**

Extended Health and Dental coverage will be offered to active full-time employees over the age of sixty-five (65). The Ontario Drug Benefit (ODB) for senior citizens will become the first payer for all eligible drug claims. Long-Term Disability benefits will not be available to active full-time employees over age sixty-five (65) and Life Insurance coverage shall terminate for active full-time employees at the age of seventy (70).

g) **Early Retirement Benefits - Full-Time Employees Only**

In the case of retirement due to total and permanent disability not covered by Workplace Safety and Insurance benefits, after a minimum of twenty (20) years' service with the County and after the age of fifty-five (55) years, the County agrees to pay one hundred (100%) percent of the Extended Health Care Plan and Dental Plan.

In the case of retirement prior to age sixty-five (65) if the employee is fifty-five (55) years of age or older and eligible for early retirement under the OMERS

pension plan the County agrees to continue the health benefits as described above until the employee reaches sixty-five (65).

Should the employee die prior to age sixty-five (65) and while in receipt of these health benefits, the employee's spouse will receive such benefits until the date at which the employee would have been sixty-five (65) years of age or until remarriage of the spouse or enters into a common-law relationship, whichever is sooner.

NOTE: Life Insurance coverage shall not accrue to the spouse.

Effective November 1, 2012, any new hires will not be entitled to early retiree benefits.

- h) Benefit coverage may extend to a partner/spouse who is defined as an individual of the same/opposite sex with whom the employee is not married but has cohabitated in a conjugal relationship.
 - a. Continuously for a period of not less than one (1) year, or;
 - b. In a relationship of some permanence if they are the natural or adoptive parents of a child.
- i) Should an actively employed employee die, the Employer shall continue extended health and dental coverage for the dependents which were covered prior to the death for a period of three (3) months from the date of the death or until the surviving spouse remarries.

Partners who were covered for optional life insurance prior to the death of the Norfolk County employee shall contact the carrier to convert their terminated group life insurance amount to an individual life insurance policy within thirty-one (31) days (or other time frame as specified by the carrier) from the date of the death.

- 28.2**
 - a) The terms of the Policies and the rules and requirements of the various Carriers of these Benefit Plans shall govern.
 - b) It is agreed that no such change in any benefit plan will be made which would reduce any benefits without prior written agreement between the parties.
- 28.3** The Employer shall pay for each participating full-time employee the costs of the Benefit Plans except that:
 - a) in the case of absence for illness, the Employer contribution will be made to the above Plans to a maximum of six (6) months from commencement of the absence, or the run out of the sick leave bank whichever is later for each participating employee on the Seniority List. Thereafter, to maintain coverage, the employee

must pay the full premiums by the first (1st) day of each month following or by some other mutually satisfactory arrangement between the employee and the Employer. Such entitlement to continued benefits shall cease after one (1) year absence except in the case where the employee is in receipt of Long-Term Disability. When in receipt of Long-Term Disability, the entitlements to benefits shall cease either when the employee is no longer eligible for Long-Term Disability or they reach their 65th birthday whichever comes first.

- b) a person on leave of absence due to personal reasons at the date such pay deduction for the Benefit Plan is scheduled to be made must (if coverage is to be continued) pay the total monthly cost to the Employer by the first (1st) day of each month if so arranged with the Employer. Such ability to continue benefits shall continue for a maximum of twelve (12) months from the start of the leave of absence or the employee's 65th birthday whichever comes first; and,
- c) a person who is laid off shall cease to qualify for the above benefits immediately upon layoff. However, where a layoff is of a temporary nature, the employee laid off may continue under the Plans by paying the total monthly cost to the Employer by the first (1st) day of each month if so arranged with the Employer. The ability to continue benefits shall cease when seniority rights terminate.

This section excludes persons hired under Article 3.6.

28.4 An employee is required to provide sufficient notice to the **Human Resources Department** where a change is required to be made to:

- a) benefit coverage, entitlement or exemption status;
- b) residence, telephone, marital or dependents status.

The Employer will make the necessary change upon receipt of the written notice or the requested effective date, whichever is later, but in no case shall the effect of the change be retroactive.

28.5 Part-time employees, coming within the scope of this Collective Agreement, who are not enrolled in the O.M.E.R.S. Pension Plan shall receive twelve and one-half percent (12½%) per hour, for each hour worked, in lieu of sick leave and health and welfare benefits following successful completion of the probationary period.

For part-time employees coming within the scope of this Collective Agreement, who are enrolled in the O.M.E.R.S. Pension Plan the percent in lieu of sick leave and health and welfare benefits will be reduced to six and one-half percent (6½%).

ARTICLE 29 - SICK LEAVE PROVISIONS - FULL-TIME EMPLOYEES ONLY

29.1 SICK LEAVE CREDIT SCHEDULE

A full-time employee is entitled to a sick leave credit plan according to the following schedule:

- a) one and one-half (1½) days per month for each unbroken month of service while an employee of the Corporation, or;
- b) where a full-time employee is absent from employment for a period in excess of five (5) working days in a calendar month, the sick leave credit referred to in subsection (a) shall be allowed as follows:

Working Days Absent	Monthly Sick Leave Credit
0-5 days inclusive	1 1/2 days
6-10 days inclusive	1 day
11-15 days inclusive	1/2 day
16 or more days	Nil

- c) Subsection (b) of this Article 29.1 shall not apply to a full-time employee who is:
 - i) absent due to attendance at any convention, education course or similar activity sponsored or approved by the Corporation;
 - ii) requested to work different hours than those originally scheduled for that employee;
 - iii) on vacation;
 - iv) on a recognized holiday;
 - v) on approved leave of absence with pay;
 - vi) granted leave of absence in writing without pay by the General Manager, or designate;
 - vii) on overtime off in lieu.
- d) Subsection (b) of this Article 29.1 shall apply to a full-time employee who is:
 - i) absent because of illness or non-compensable accident;
 - ii) absent because of quarantine by the Medical Officer of Health.
- e) The monthly sick leave credit accrues to a full-time employee on the first (1st) day of the calendar month next following the month during which employment

commenced. The credit shall be accrued subject to the conditions set out in Article 29.1 (b).

- f) Unused sick leave shall accumulate at one hundred (100%) percent on the first (1st) day of the month following each completed calendar month of service to a maximum of 378 days.
- g) The number of days or half-days for which a full-time employee receives sick pay shall be deducted from **their** cumulative sick leave credits. Only regular assigned working days form a part of an illness period and only such working days shall be charged against a full-time employee's cumulative sick leave credit.
- h) Full-time employees who qualify for sick leave credit are entitled to sick leave at their standard normal daily rate of salary. Overtime or any other additional remuneration shall not be included in calculation of sick leave allowance.

29.2 SICK LEAVE ALLOWANCE

A full-time employee shall utilize sick leave allowance for absence from employment caused by:

- a) Personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided that in the instance of an employee in receipt of an award under the Workplace Safety and Insurance Board, such employee shall be excluded from utilizing sick leave allowances except as provided elsewhere in this Article. Up to fourteen (14) hours per calendar year may be used to attend to the medical and or urgent needs of a family member as defined in the personal emergency leave provision of the *Employment Standards Act*.
- b) Exposure to contagious disease that in the opinion of an attending physician of health might endanger the health of other employees by the attendance on duty.
- c) Employees shall endeavour to schedule appointments outside of normal working hours. When this is not possible, sick leave may be utilized for medical tests ordered by a doctor or scheduled medical (doctor, nurse practitioner or physiotherapist) or dental (dentist, orthodontist, or dental hygienist) appointments, the first one and one-half (1½) hours of which, will not be deducted from sick leave banks. If an employee is not scheduled to be at work on the day of the medical appointment, they are not eligible to use any entitlement under this provision.

The one and one-half (1½) hours will not be approved if an employee is on an approved vacation day, flex day, WSIB or extended sick leave.

The one and one-half (1½) hours will be approved if the employee is at work on the day they have a medical appointment. If the medical

appointment is longer than one and one-half (1½) hours, members may utilize another bank to cover the remaining time before returning to work.

Should an employee have a scheduled visit for consultation or treatment other than those listed above, the individual may make their request to utilize their sick bank (the first one and one-half [1½] hours of which, will not be deducted from their sick leave bank) to the **Director, Human Resources** or designate. Each request will be considered on a case-by-case basis and shall be confidential.

Should the Employer deem that an employee has excessively used the 1½ hours, a meeting may be called with the Employer, employee, Local President or designate to review the matter.

Article 29.2 (c) will not apply to any employee hired on or after January 1, 2015. Such employees who are unable to schedule appointments outside of their normal working hours, shall deduct all appointment time from their sick leave or other banked time.

29.3 SICK LEAVE PROCEDURE

Payments from cumulative sick leave credit shall be subject to the following conditions:

- a) A full-time employee shall, on the first day or part of a day of illness, report, or cause to report such illness to the immediate Supervisor (Non-Union). Such reporting shall be in accordance with the **Department** rules governing reporting for work.
- b) A full-time employee who fails to report as outlined in subsection (a) of this Article 29.3 shall be considered as absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.
- c) A full-time or part-time employee shall file with the immediate Supervisor (Non-Union) or designate, a doctor's certificate:
 - i) after any absence if deemed necessary and if so requested in advance in writing;
 - ii) for each and every absence immediately following a vacation period;
 - iii) for each and every absence on a day immediately prior to or after regular days off if deemed necessary, and if so advised in advance in writing.
- d) A full-time employee whose absence due to illness extends until after the third (3rd) regularly scheduled working day shall, as soon as practical upon returning to work, submit a doctor's certificate if there are no restrictions or limitations OR prior to return to work if the employee has medical restrictions and limitations.

- e) A full-time employee whose absence due to illness extends to fourteen (14) consecutive working days shall, on the fourteenth (14th) day and for every fourteen (14) days thereafter file a doctor's certificate with the immediate Supervisor (Non-Union) or in the case of long-term absences at other intervals as determined by the Employer.
- f) A full-time employee failing to file a doctor's certificate as outlined shall be considered as being absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.

29.4 STATEMENT OF CREDIT BALANCE

The Employer shall provide, to each full-time employee, once each year, a statement of **their** own sick leave balance.

29.5 EMPLOYMENT INSURANCE

If and when this sick leave gratuity plan qualifies for any reduction in premiums payable for Employment Insurance, all such reductions shall accrue to the credit of the Employer and employees shall not be entitled to claim any portion of such reduction as a result of other benefits received.

29.6 RETIREMENT AND DEATH BENEFIT - FULL TIME EMPLOYEES ONLY

Employees of Norfolk County's predecessor municipalities, or their beneficiaries, may be eligible to severance pay from the employee's accumulated sick leave credits based on the criteria outlined below.

Employees hired by Norfolk County on or after January 1, 2001, shall not be entitled to such pay-outs.

- **Full-time "Non-Union" Employees of the Township of Delhi on Dec 31, 2000. Policy #7:**

Full time employees, who terminate employment by reason of:

- i. death; or,
- ii. retirement on pension; or,
- iii. retirement without pension; or,
- iv. voluntary retirement, other than discharge for cause after a period of not less than five (5) consecutive years of service, shall be entitled to payment of sick leave as follows (or **their** personal representative, or failing a personal representative, such other person as the Employer may determine):

Current annual salary x accumulated sick leave balance x ½ 26.1
Pay periods – to a maximum of 26.1 pay periods.

- v. No payment under this section will be made to an employee who became an employee after May 1, 1985.

- **Township of Delhi “Outside” Employees (C.U.P.E. 2457 members) on Dec 31, 2000. Article 30.06:**

Employees on payroll who terminate employment by reason of:

- a) death; or,
- b) retirement; or,
- c) voluntary retirement after a period of not less than six (6) consecutive years of service, or resignation after a period of not less than six (6) consecutive years of service, shall be paid an amount computed on the basis of such employee’s rate of pay at the date of his leaving the employ of the Employer equal to fifty percent (50%) of such employee’s credit but the amount shall not exceed six (6) months pay.

In establishing credits for hourly-rated employees under this paragraph the normally scheduled number of hours per day of the employee shall be used.

No payment under 30.06(c) will be made to an employee who became an employee after April 1, 1985.

- **Full-time “Non-Union” Employees of the Regional Municipality of Haldimand-Norfolk on December 31, 2000. Section 12:**

Employees Hired Prior to March 12th, 1981

An employee hired prior to March 12th, 1981, and who has a minimum of five (5) years of continuous service will be entitled to a payment equal to the value of one-half (.5) of the balance of the employee’s accumulated sick leave credits to a maximum of one hundred thirty (130) days’ pay at current salary, upon termination of employment for any reason.

Employees Hired between March 12th, 1981, and December 31st, 1985.

An employee hired on or after March 12th, 1981 who has a minimum of five (5) years of continuous service shall be entitled to a payment equal to the value of one-half (.5) of the balance of the employee’s accumulated sick leave credits to a maximum of one hundred thirty (130) days’ pay at current salary, upon retirement under the terms of the O.M.E.R.S. Pension Plan, and for no other cause of termination.

Employees Hired on or after January 1st, 1986

An employee hired on or after January 1st, 1986, will not be entitled to those

benefits accorded to the employees who come within the scope of the above.

- **Full-Time Employees of the Regional Municipality of Haldimand-Norfolk – (C.U.P.E. Local 2210 members), on December 31, 2000. Article 29.6:**

On resignation, retirement, death, or permanent layoff an employee or beneficiary will be entitled to severance pay from their accumulated sick leave credits subject to:

- a) Such employee must have five (5) full years' service as of the date of such resignation, retirement, death or permanent layoff.
- b) Such severance pay will be equal to fifty (50%) percent of the number of days accumulated from sick leave not to exceed one-half (1/2) year's earnings based upon the basic salary and normal hours of work received by such employee immediately prior to such resignation, retirement, death, or permanent layoff.
- c) Such payment will not be made to an employee who became an employee after June 12th, 1979.
- d) Such payment will not be made to an employee who became an employee of the Health Division after August 31st, 1984;
- e) Such payment will not be made to an employee who became an "outside" employee of the Roads Department after October 3rd, 1984.

- **Full-Time Employees of the Regional Municipality of Haldimand-Norfolk Engineering, Water/WW - (C.U.P.E. Local 3455 members) on December 31, 2000. Article 33.6:**

On resignation, retirement, death or permanent lay off, an employee or beneficiary will be entitled to severance pay from their accumulated sick leave credits subject to:

- a) such employee must have five (5) full years' service as a full-time employee as of the date of such resignation, retirement, death or permanent layoff;
- b) such severance pay will be equal to fifty percent (50%) of the number of days accumulated from sick leave not to exceed one-half (1/2) year's earnings based upon the basic salary and normal hours of work received by such employee immediately prior to such resignation, retirement, death or permanent lay off;
- c) such payment will not be made to an employee who became an employee after October 3rd, 1984.

- **Full-time “Non-Union” Employees of City of Nanticoke on December 31, 2000. Article VI:**

On retirement or resignation of a permanent employee after five (5) years of continuous service, the employee shall be entitled to receive the employee’s regular rate of pay to the value of one-half (1/2) of the employee’s balance of accumulated sick leave credits to a maximum of one-half (1/2) of the employee’s annual salary.

- **Full-time “Inside” Employees of City of Nanticoke - (C.U.P.E. Local 1614) on December 31, 2000. Article 26.06:**

On retirement, resignation, or death, of a permanent employee after five (5) years continuous service, the employee, or the employee’s estate shall be entitled to receive the regular rate of pay to the value of one-half (1/2) of the balance of accumulated sick leave credits to a maximum of one-half (1/2) of the employee’s annual salary.

- **Full-time “Outside” Employees of City of Nanticoke - (C.U.P.E. Local 2457) on December 31, 2000. Article 32.06:**

Employees on the payroll, who terminate employment by reason of death; or retirement on pension; or retirement without pension; or voluntary retirement, other than discharge for cause, after a period of not less than five (5) consecutive years of service, shall be paid (or personal representative, or failing a personal representative, such other person as the Employer may determine) an amount computed on the basis of the rate of pay at the date of leaving the employ of the City for a period equal to fifty (50) percent of the value of sick leave credits standing to the employee’s credit, but the amount shall not exceed six (6) months’ pay. In establishing credits for hourly rated employees under this paragraph, the standard number of hours normally worked per day (upon which overtime is calculated), shall be used.

- **Township of Norfolk (By-Law Number 325-78):**

Where an employee having more than five (5) years consecutive service, ceases to be employed by the Municipality, there shall be paid to **their** or to **their** designate, or failing a personal representative to such other person as the Council may determine, an amount computed on the basis of **their** rate of pay at the date of leaving the employ of the Municipality for a period equal to 50 percent (50%) of the value of **their** sick leave credits, but the amount shall not exceed six (6) months’ pay.

- **Full-time “Outside” Employees of the Town of Simcoe (C.U.P.E. Local 2457) on December 31, 2000. Schedule B:**

Severance Pay: (Not applicable or paid to any employee who became an

employee after May 28, 1985.) Any employee leaving the employment of the Corporation by resignation or layoff after five (5) years' service shall be entitled to receive an amount equal to fifty (50) per centum of the number of sick days accumulated to **their** credit not to exceed one-half (1/2) year's earnings at the rate received by **them** immediately prior to termination of employment.

Retirement and Death: (Not applicable or paid to any employee who became an employee after the date of signing of the Collective Agreement between the parties in 1989.) On retirement or death, an employee or **their** beneficiary shall be entitled to receive an amount equal to fifty (50) per centum of the number of days accumulated to **their** credit not to exceed one-half (1/2) year's earnings, based on salary being paid at that time.

- **Full-time "Inside" Employees of the Town of Simcoe (C.U.P.E. Local 1614) on December 31, 2000. Schedule B:**

Severance Pay: (Not applicable or paid to any employee who became an employee after May 28, 1985.) Any employee leaving the employment of the Corporation by resignation or layoff after five (5) years' service shall be entitled to receive an amount equal to fifty (50) per centum of the number of sick days accumulated to **their** credit not to exceed one-half (1/2) year's earnings at the rate received by **them** immediately prior to termination of employment.

Retirement and Death: (Not applicable or paid to any employee who became an employee after the date of signing of the Collective Agreement between the parties in 1989.) On retirement or death, an employee or **their** beneficiary shall be entitled to receive an amount equal to fifty (50) per centum of the number of days accumulated to **their** credit not to exceed one-half (1/2) year's earnings, based on salary being paid at that time.

29.7 WORKPLACE SAFETY AND INSURANCE BOARD

If a claim for Workplace Safety and Insurance Benefits is made by the Employer on behalf of a full-time employee, said full-time employee may, in return for turning over all monies received for said Compensation, elect to receive full salary from the full-time employee's accumulated sick bank until such time as the claim is adjudicated in the full-time employee's favour. At such time, the full-time employee will be entitled to assign the Workplace Safety and Insurance benefits to the Employer in exchange for bi-weekly advances equivalent to the Workplace Safety and Insurance benefits entitlement. In addition, the qualifying full-time employee will be entitled to reimbursement of their sick bank in the amount awarded by WSIB through "Covered by Advances".

29.8 RECOVERY OF DAMAGES (FULL-TIME EMPLOYEES)

An employee who is absent by reason of injury caused by another person, whereby such employee's sick leave credits are reduced or exhausted and such employee recovers damages by way of action or settlement from such other person for such loss

of sick leave credits, may repay to the Employer a sum so as to restore such employee's sick leave credits to the position in which they were before the accident, computed according to the basic salary at that time.

ARTICLE 30 - DURATION OF COLLECTIVE AGREEMENT

- 30.1** This Collective Agreement shall become effective on the first (1st) day of January, **2023** and such Collective Agreement shall remain in effect for the period up to and including the thirty-first (31st) day of December **2026** and shall continue and remain in effect thereafter for periods of one (1) year each unless either party gives to the other notice in writing in the period of three (3) months immediately preceding the termination date of this Collective Agreement or any annual term thereafter of its desire to revise, modify or terminate this Collective Agreement.
- 30.2** Should either party give notice as provided for herein, the parties agree to meet within a period of fifteen (15) working days from the giving of such notice or within such further period as they may agree upon and they agree to bargain in good faith and make every reasonable effort to conclude a Collective Agreement.
- 30.3** The effectivity of any right or benefit set out in this Collective Agreement shall be as of the date of the signing of this Collective Agreement unless otherwise specified herein; and shall apply to employees employed during the term set out in Article 30.1, other than Employees discharged for cause.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their duly authorized officer and representatives.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #1

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: **TWENTY-FOUR (24) HOUR ON-CALL, PUBLIC HEALTH INSPECTORS (HEALTH UNIT)**

This Letter of Understanding is specific to Public Health Inspectors only; all compensation is applicable for On-Call Duty only, and only the compensation identified may be claimed while On-Call Duty.

Procedure

On-Call duty is mandatory for PHI's **provided that the PHI has successfully completed their six (6) month probationary period or has previous PHI experience.**

- A.** On-call schedules for duty weeks will be posted in January of each year. A duty week commences on a Friday at 4:30 p.m. and concludes on the following Friday at 8:30 a.m. **PHIs shall not sign up for an on-call duty shift on a Friday when they are away from the office. This will ensure that proper hand-off on Fridays of caseload for on-call duty occurs as these cases/concerns may flow into weekend hours. In addition, PHIs should be available on Monday mornings for handover.**

The actual hours covered during a duty week includes the following:

1. Friday from 4:30 p.m. to the following Monday at 8:30 a.m.
2. Monday from 4:30 p.m. to Tuesday at 8:30 a.m.
3. Tuesday from 4:30 p.m. to Wednesday at 8:30 a.m.
4. Wednesday from 4:30 p.m. to Thursday at 8:30 a.m.; and
5. Thursday at 4:30 p.m. to Friday at 8:30 a.m.

- B.** **The On-Call PHI will receive all after hours calls from the Answering Service for any issues that require an after regular working hours response. Should the On-Call Manager need to contact the On-Call PHI after-hours, the initial contact will be a phone call. The On-Call Manager and On-Call PHI can then agree on the method of communication moving forward (calls, emails, texts). All on-call communication and response time shall be carried out as per the on-call policy.**
- C.** **The On-Call PHI will check the Rabies Fax email at least once per day on Saturday, Sunday, and Holidays in accordance with the On-Call Policy and follow-up with any reports received.**

- D. Assigned on-call duty may be exchanged with or given to another Public Health Inspector, provided that written notice is given to the **Program Manager, Environmental Health or designate**. It is the responsibility of the person initially scheduled to be on-call to find a replacement, based on seniority, if an on-call duty is being given away. The initially assigned PHI will advise the **Environmental Health Team Program Assistant(s) or designate** in writing, who will maintain a record of who has received extra on-call duties and ensure the extra shift is offered to the next in line in the seniority list (starting with the most senior).
- E. **If a Public Health Inspector cannot fulfill their duties on call or respond to a call(s) they may delegate another on-call Public Health Inspector to respond to the call(s) on their behalf by notifying the Answering Service and the On-Call Manager. It is the responsibility of the Public Health Inspector who is delegating to ensure that the other on-call Public Health Inspector is available and willing to respond. Under certain circumstance such as unforeseen personal emergency, the on-call PHI may notify the On-Call Manager directly. The On-Call Manager under such circumstances is responsible for delegating on call duties to another PHI who is available and willing to respond and to notify the Answering Service. The responding inspector will be compensated for calls and callouts in accordance with this agreement.**
- F. **If a Public Health Inspector cannot fulfill their duties on call due to being overwhelmed with work volume, the Public Health Inspector is to notify the On-Call Manager immediately. The On-Call Manager under such circumstances is responsible for delegating on call duties to another PHI who is available and willing to respond and to notify the Answering Service.**
- G. If a PHI is found not to be capable of performing the potential duties that may arise while on-call, they will be removed from the on-call list, with a clear explanation as to why they were removed, until their skills/abilities are deemed adequate for responding to on-call requests for service, at which time they will be returned/added to the rotation list.
- H. **The on-call program only applies to duties or tasks that management has assigned for on-call follow up as per the on-call policy.**

Response:

The on-call response and timelines should be completed as per the on-call policy or as per the direction of management and the Medical Officer of Health. If staff are unable to follow up on a call or additional staff are required due to workload during on-call, management shall be consulted.

Health and Safety:

- 1. The maximum number of on-call hours worked by the On-Call PHI (including after-hours calls and after hours callouts) on weekdays shall not exceed 4**

hours.

2. **The maximum number of on-call hours worked by the On-Call PHI on a weekend day (Saturday and Sunday) or statutory holiday (Including after-hours calls and after hours callouts) shall not exceed 8 hours.**
3. **During times when the volume of after-hours issues is such that continued response is required beyond the maximum daily hours for the On-Call PHI, it is the responsibility of the On-Call Manager to make arrangements for other staff to complete the response.**
4. **An On-Call PHI who is approaching the daily maximum hours worked will notify the On-Call Manager by phone no later than one (1) hour prior to reaching the maximum hours to allow the On-Call Manager time to arrange coverage.**
5. **The On-Call PHI is entitled to an unpaid ½ hour rest break after completing 3 consecutive hours of calls and/or callouts. This break will be taken at the discretion of the On-Call PHI at a time that will minimize the impact on response time. An On-Call PHI who is taking their rest break in accordance with this section will not be found to be in violation of the response time provisions of the On-Call Policy provided they have notified the On-Call Manager prior to going on break.**
6. **If a PHI receives a call and/or is called-out between 12:01 am and 6:00 am, their normal morning start time shall be delayed, without loss of pay, an amount equivalent to the time worked beyond 12:01 am.**
7. **If a PHI receives a call or called-out at or after 6:00 am, the commencement of such a call-out shall be considered the commencement of the workday. The workday will end early equivalent to seven (7) hours worked from start of the call-out.**

Compensation:

1. **Public Health Inspectors will be remunerated a Base Pay rate of \$425 per week.** Public Health Inspectors shall receive payment (i.e., not time off in lieu) for being on-call.
2. Regular mileage rates in accordance with Council Policy for travel in the employee's own vehicle when on a callout. **All mileage for travel related to on-call activity will be compensated to and from the inspection site and the County line.**
3. PHIs shall accumulate one (1) day off for each full week of on-call duty. The accumulation shall be as per the following established parameters:
 - a) Must be taken as time off and cannot be paid out.

b) Must be taken off before the next on-call duty is worked. There will be some extenuating circumstances where the PHIs work back-to-back on-call or duties close together due to trading of duty time among inspectors. These situations will be worked out on an individual basis between the PHI and the Supervisor.

4. **Public Health Inspectors shall be compensated for all time spent completing after-hours work (i.e., calls, call-outs, checking the rabies fax line, data entry, documentation activities, etc.). When claiming time for after-hours work, the On-Call PHI will round the time up to the nearest quarter ($\frac{1}{4}$) of an hour.**
5. **The On-call PHI will receive compensation of 1.5 times their regular hourly rate for all time spent responding to calls and callouts or any other required action while on-call. The On-Call PHI will receive 2 times their regular hourly rate for all time spent responding to calls and callouts or any other required action between 12:00am and 11:59pm on Sundays and Statutory Holidays.**
6. **This agreement will come into effect the first pay period following the date the agreement has been signed and shall form part of the collective agreement.**

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #2

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: **ON-CALL PROTOCOL – WATER AND WASTEWATER**

The following provisions shall be used for the purposes of "Emergency Call-Out" and shall be in place for the life of the Collective Agreement.

This Letter of Understanding pertains to the person who is on-call.

The following provisions apply to both the Systems Area On-Call and the Facilities Area On-Call.

1. **The on-call** person will be required to carry a **Norfolk County issued cell phone** and monitor **it** for a one (1) week interval (referred to as a duty week) which consists of covering all hours beyond regular working hours within the duty week. Extending from 4:00 p.m. Friday to 4:00 p.m. the following Friday, inclusive of any holidays which may fall within the duty week.
2. Time worked in the determination of compensation for a service call shall be based on the time elapsed between leaving home and returning home. Should the duty person receive additional calls while on **an on-call** service call, travelling time from home and returning home shall be compensated only once during such multiple calls.

Compensation for employees who reside outside of the boundaries of Norfolk County shall exclude travelling time between the employee's residence and the County boundary.

An on-call person, when responding to a call, shall be paid either a minimum of four (4) hours at straight time or the applicable overtime rate as set out in Article 24.9 of the Collective Agreement for the time worked as determined under point 3 above, whichever is greater.

When **the on-call** duty is transferred, the scheduled duty person will be compensated the entire amount payable for the duty week, except when the entire week has been transferred.

3. **On-Call** and Weekend/Holiday Plant Rounds Schedule Conflicts:
Conflicting schedules for plant rounds and **on-call** duty are to be avoided whenever possible, however, recognizing that conflicts will be inevitable due to the cycle discrepancy of these two schedules, a person on plant rounds may also be on-call if the schedules happen to coincide. To keep the occurrence of this situation to a minimum,

on-call transfers to an operator already assigned weekend rounds shall be avoided, when possible.

4. The Employer shall provide a County vehicle for the employee's use as per Policy regarding the use of all County vehicles. The **on-call** person is to be assigned an equipped service vehicle for the **on-call** response during their **on-call** duty week. The service vehicle is to be taken home at the end of the duty person's regular working shift, then to be returned to their reporting base at the start of their next regular working shift.
5. For purposes of this Letter of Understanding Article 24.7 (Equalization of Overtime) is waived.
6. If the nature of the call-out requires additional help, the Answering Service shall proceed with the established call-out protocol. The **on-call** person shall attend the job site and evaluate the need for assistance. If assistance is required, the **on-call** person will contact the Answering Service and they shall proceed with the call-out list.

The Answering Service will call employees listed in the affected area twice, if insufficient response then they call employees in the other area once.

7. Response Time:
The **on-call** person must coordinate all after-hour activities during their duty week to facilitate not only response to paged service call, but also, a timely response. The **on-call** person is expected to arrive at the service site within 60 minutes of the dispatched call.
8. Assigned on-call duty may be freely exchanged with or given to another employee provided that prior notice is given to the **Manager**, Water & Wastewater or designate.
9. If an employee works between 12:01 a.m. and 4:00 a.m. their morning reporting time shall be delayed, without loss of pay, an amount equivalent to the time worked beyond 12:01 a.m.
10. If an employee is called out between 4:01 a.m., and is the employee's normal morning start time, the commencement of such call-out shall be considered the commencement of the workday. Such employee shall be compensated at double time (2X) their regular rate of pay for two (2) hours in addition to their normal hourly rate for the (8) hours worked.
11. On-call employees shall be given paid the premium of three hundred dollars (\$300.00) for the week **they are** on-call, plus two (2) days off per **on-call** duty week. The two (2) days off shall be taken at a time approved by the **Manager**, Water & Wastewater or designate.

The days off can be accumulated but must be used prior to the end of the calendar year. During the last month of the year, management shall pay out days earned to

ensure earned days are compensated for in the respective calendar year.

12. An additional twenty-five dollars (\$25.00) compensation shall be paid to the **on-call** duty person for each Statutory Holiday during said duty week.
13. Duty week shall rotate amongst staff in the order signed up and shall be continuous.
14. All Water and Wastewater employees who have **been deemed capable** shall participate in the On-Call Protocol.
15. The **cellphone** shall be carried only by staff who are certified, experienced operators and who have **been deemed by** the Employer **to be able to perform the on-call duties**. The **on-call** sign-up is voluntary however the parties agree that at all times there shall be a minimum of five (5) certified, experienced operators who normally work in the county's water systems and facilities. Should the number of voluntary participants become less **than** five (5); the parties shall meet to determine a method of increasing the number of participants to the minimum level. Should the parties be unable to reach an agreement, the Employer shall appoint the required number of employees.
16. Employees who are certified but were unable to meet the requirements for the first sign-up list shall have the opportunity to sign up for the sub-list. The sub-list shall be used in the event that an employee on the first list is unable to carry the **cellphone** for whatever reason and needs to cover **their on-call** time. The employee will attempt to switch with someone on the first list; if no one is available **they** may contact someone on the sub-list. If no one is available on either list to carry the **cellphone** in their respective areas, the employee may contact someone on the cross over list in the other area.
17. Plant Rounds:
 - a) Effective April 1, 2007, the Union will provide the Employer with a minimum of five (5) employees that normally work within the Facility Area to participate in Weekend and Statutory Holiday Water Treatment Plant Rounds. All Facility Area employees will be eligible to participate in plant rounds contingent upon them being employed in their respective area for a period of at least one (1) year.
 - b) The parties met and established a plant rounds protocol for facility area employees similar to the On-Call Protocol Water and Wastewater. A Letter of Understanding titled Weekend Rounds Water Treatment Facilities, Water and Wastewater signed on February 27, 2007. Changes to such Letter of Understanding can be negotiated outside of the collective bargaining process and must be ratified by the Union members affected.
 - c) The parties agreed that the Employer will request volunteers to participate in plant rounds for the period up to and including the implementation date of this Letter of Understanding. In the event that there are no volunteers, the Employer will assign employees on the basis of reverse seniority.

- 18.** In recognition of the employee's ability to obtain and hold an operator's license one level higher than the current classification of the County's systems and facilities the Employer agrees to pay the employee an out-of-schedule rate of \$0.50 per hour above their base hourly rate as determined by this Letter of Understanding. This out-of-schedule rate of \$0.50 will apply to only employees in either of the two (2) following circumstances:
- a) Facilities - while the highest rated Norfolk County facility does not exceed a Class III, employees who hold a Class IV Water Treatment or Water Distribution Class III Operator's License will be eligible for the out-of-schedule rate as outlined about (\$0.50).
 - b) Systems - while the highest rated Norfolk County system does not exceed a Class II, employees who hold either a Class III Water Distribution or Class III Wastewater collection operator's license will be eligible for the out-of-schedule rate as outlined above (\$0.50).
 - c) NOTE: the out-of-schedule rate of \$0.50 will apply to only one license per work area, i.e., Systems or Facilities, the employee will be eligible to a maximum \$0.50.
- 19.** Transfers between Systems and Facilities:
When an employee transfers between Systems and Facilities or vice versa, either on a temporary or permanent basis, will not be permitted to carry the previously assigned **cellphone**. The reassignment of the available **on-call** duty weeks will be distributed to the operators on the volunteer list, if no one on the primary list accepts the additional weeks they will be offered to qualified, licensed and competent operators on the sub-list and if still not filled will be assigned to the least senior employee.
- 20.** The parties agree to meet and discuss any implementation issues that may arise due to this Letter of Understanding.
- 21.** Operator in Charge (OIC) hours shall follow Ministry guidelines.
- 22.** The parties agree that this Letter of Understanding will form part of the Collective Agreement.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #3

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: SICK LEAVE ALTERNATIVES

The Union agrees to meet with the Employer during the term of this Collective Agreement to discuss proposals for an alternate sick leave plan to be implemented for CUPE Local 4700 members. Any changes to the current Collective Agreement shall be ratified by the parties prior to the implementation of any changes.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #4

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: PART-TIME EMPLOYEES

For the purposes of this Collective Agreement, it is recognized that a part-time employee is required to work the standard full-time hours of work as defined in Article 24.1 on a regular basis in order to be eligible for the full-time benefits in this Collective Agreement.

This Letter of Understanding applies only to part-time employees who are maintaining their part-time status but are working hours in excess of twenty-four (24) and less than thirty-five/forty (35/40) hours per week.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #5

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: **ACHIEVING JOB EQUITY**

The parties agree to revisit **before** the next round of bargaining, those classifications that have not achieved full job equity within the term of this Collective Agreement.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #6

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: "OUT OF SCHEDULE" RATES

The parties agree that the following positions are "Out-of-Schedule" as per Article 21.5

Senior Public Health Inspector and Public Health Inspector

Community Dietitian

Senior Planner

Principal Planner

Health Promoter

Health Planner

Senior Procurement Officer

Strategic Procurement Officer

Building Inspector II and III

Emergency Planner

Epidemiologist

Senior Financial Analyst

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #7

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: **UNIFORM ALLOWANCE – BY-LAW ENFORCEMENT**

The Employer shall provide the following clothing to all full-time permanent By-Law Enforcement Officers upon successful completion of the probationary period.

Boots	1 pair patrol; and 1 pair safety boots (Grade 1 Green Patch as outlined in CSA Z195-M92)
Shirts	5 (option short or long sleeve)
Jacket	1 (shell type)
Gloves	1 pair
Pants/Shorts	4 pair (total)
Sweaters	2
Parka	1 (zip-outlining)
Duty Belt	1 (outer/inner)
Hat	2 (1 winter and 1 summer)

Upon presentation of the above-noted items of clothing, which are no longer serviceable due to normal wear and tear, the Corporation will provide new items as required and outlined in **Department** Policy.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #8

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: CLOTHING ALLOWANCE – RECREATION STAFF

The Employer shall provide the following clothing to staff in the Recreation Department upon successful completion of the probationary period.

Full-time Aquatic Staff

2 swimsuits, 2 pairs of shorts, 2 guard shirts, 1 long-sleeved shirt, 1 pair of tearaway pants **athletic wear bottoms (capris or pants)** OR 1 long-sleeved hoodie, and **1 Norfolk County collared shirt**.

Part-time Aquatic Staff

1 swimsuit, 1 pair of shorts, 1 guard shirt, 1 long-sleeved shirt, 1 pair of tearaway pants **athletic wear bottoms (capris or pants)** OR 1 long-sleeved hoodie.

Certified Fitness/Aqua Instructors

1 pair aqua/fitness shoes

Full-time Program Staff

3 tops, 1 pair of pants or shorts and 1 jacket (winter or spring weight).

Part-time Program Staff

2 tops, 1 pair of pants or shorts and 1 jacket (winter or spring weight).

Full-time Customer Service Staff

3 tops, 1 long sleeve or jacket (spring weight)

Part-time Customer Service Staff

2 tops, 1 long sleeve or jacket (spring weight)

Upon presentation of the above noted items of clothing, which are no longer serviceable due to normal wear and tear, the Corporation will provide new items as required and outlined in

Department Policy.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #9

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: BUY-BACK OF OPTIONAL PENSIONABLE SERVICE

"WITHOUT PREJUDICE OR PRECEDENT"

The parties agree to implement an optional service buy-back program for members of CUPE Local 4700, as follows:

- Bargaining unit employees who have been issued disciplinary action in the form of a suspension without pay shall be advised that such time will be approved as an unpaid leave of absence for the purpose of OMERS buy-back, only.
- Employees requesting to have the suspension without pay considered as an unpaid leave of absence shall make a request, in writing, to the **Director, Human Resources.**
- Employees wanting to buy-back such past service shall be responsible to pay all employee and employer costs, including any and all interest that may be charged by OMERS.

This Letter of Understanding shall remain in force until such time as the parties negotiate otherwise, or until such time as the provisions of OMERS prohibit the parameters of the Understanding.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #10

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: **JOB SHARE**

The parties agree to meet to review any requests brought forward by a full-time employee regarding a job share request. Should such request be brought forward both parties shall meet to develop a protocol to be implemented on a trial basis.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #11

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: METHODS OF PROVIDING CLOTHING AND PROTECTIVE WEAR

The parties agree that during the term of the Collective Agreement, a joint committee will be established to review the current clothing allowance provisions and explore alternate methods of providing clothing and protective wear to each applicable classification.

The terms of reference for the committee will include but are not limited to review of the following Articles and Letters of Understanding:

- Article 23 – Clothing and Protective Wear (page **34**)
- LOU **#7 – Uniform Allowance** - By Law Enforcement (page **74**)
- LOU **#8** – Clothing Allowance - Recreation Staff (page **75**)
- LOU **#12** – Clothing Allowance (page **80**)

During the term of this Collective Agreement and following the conclusion of this review the parties will meet to negotiate possible amendments to the clothing allowance provision and alternate methods of providing clothing.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #12

between

The Corporation of Norfolk County
(The "Employer")

and

The Canadian Union of Public Employees and its Local 4700
(The "Union")

RE: CLOTHING ALLOWANCE

The parties agree that during the term of the Collective Agreement, a joint committee will be established to review the current clothing allowance provisions and explore alternate methods of providing clothing and protective wear to each applicable classification. The results of this review may be considered in the next round of collective bargaining.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #13

between

**The Corporation of Norfolk County
(The "Employer")**

and

**The Canadian Union of Public Employees and its Local 4700
(The "Union")**

RE: FOUR (4) DAY WORK WEEK

The parties agree that during the term of the Collective Agreement, the parties will meet to discuss four (4) day work week options.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

SCHEDULE "A"

Effective January 1, 2023, 3.0% economic increase to all salary grids and out-of-schedule classifications.

Effective January 1, 2024, 2.9% economic increase to all salary grids and out-of-schedule classifications.

Effective January 1, 2025, 3.0% economic increase to all salary grids and out-of-schedule classifications.

Effective January 1, 2026, 3.0% economic increase to all salary grids and out-of-schedule classifications.

The above shall not apply to employees while they are red circled. Red circled employees shall receive lump sum payments equivalent to the annual economic increase applicable for their classification/step(s). The lump sum payments shall be paid with the last pay in that calendar year.

WAGE GRIDS

CUPE 01

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
	Start	\$19.58	\$20.15	\$20.75	\$21.37
	12 Months	\$20.81	\$21.41	\$22.05	\$22.71
	24 Months	\$22.03	\$22.67	\$23.35	\$24.05
	36 Months	\$23.27	\$23.94	\$24.66	\$25.40
	48 Months	\$24.48	\$25.19	\$25.95	\$26.73

CUPE 02

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Marina Labourer Parks Labourer	Start	\$20.89	\$21.50	\$22.15	\$22.81
	12 Months	\$22.20	\$22.84	\$23.53	\$24.24
	24 Months	\$23.53	\$24.21	\$24.94	\$25.69
	36 Months	\$24.80	\$25.52	\$26.29	\$27.08
	48 Months	\$26.14	\$26.90	\$27.71	\$28.54

CUPE 03

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Accounting Clerk, SS Admin Assistant P&D Customer Service Rep, HHU Customer Service Representative, CD Emergency Services Dept Clerk Fleet Administrative Assistant Records Clerk, SS Roads Clerk Weigh Scale Attendant	Start	\$22.23	\$22.87	\$23.56	\$24.27
	12 Months	\$23.62	\$24.30	\$25.03	\$25.78
	24 Months	\$24.99	\$25.71	\$26.48	\$27.27
	36 Months	\$26.37	\$27.13	\$27.94	\$28.78
	48 Months	\$27.76	\$28.57	\$29.43	\$30.31

CUPE 04

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Accounting Clerk, Finance Archives Assistant, Heritage & Culture Auto Mechanic Assistant Division Assistant, CD Division Assistant, EIS Division Assistant, OPS Drainage Clerk Facility Booking Clerk Family Home Visitor Financial Analyst/Admin Assistant Planning Assistant Program Assistant, SS & Housing Program Assistant, Ontario Works Revenue/Tax Clerk Utility Clerk, EIS	Start	\$23.55	\$24.23	\$24.96	\$25.71
	12 Months	\$25.01	\$25.74	\$26.51	\$27.31
	24 Months	\$26.46	\$27.23	\$28.05	\$28.89
	36 Months	\$27.95	\$28.76	\$29.62	\$30.51
	48 Months	\$29.44	\$30.29	\$31.20	\$32.14

CUPE 05

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Accounting Analyst Building Permit Coordinator Children Services Worker Dental Assistant Finance Clerk Fleet Services Coordinator Forest Technician Graphic Designer Homelessness Prevention Intake/Diversion Worker Intake And Community Support Worker Marina Labourer/Truck Driver Operator In Training, Facilities Operator In Training, Systems Program Assistant, PH Recreation Programmer Tax Arrears Collections Clerk Truck Driver Truck Driver-Drainage/Truck Driver	Start	\$24.81	\$25.53	\$26.30	\$27.09
	12 Months	\$26.37	\$27.13	\$27.94	\$28.78
	24 Months	\$27.94	\$28.75	\$29.61	\$30.50
	36 Months	\$29.49	\$30.35	\$31.26	\$32.20
	48 Months	\$31.05	\$31.95	\$32.91	\$33.90

CUPE 06

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Agreement & Development Coordinator Assistant Curator Communications Officer Court Administration Clerk Equipment Operator Facilities Maintenance Instructor Guard Licensing Officer P&F Maintenance Parks And Rec Operations Clerk Planning Coordinator Property Tax Analyst Rec Coordinator Fitness & Active Living Reconciliation Accounting Analyst Records & Legislative Coordinator Secretary Treasurer Committee of Adjustment Service Norfolk Agent Zoning Administrator	Start	\$26.19	\$26.95	\$27.76	\$28.59
	12 Months	\$27.80	\$28.61	\$29.47	\$30.35
	24 Months	\$29.45	\$30.30	\$31.21	\$32.15
	36 Months	\$31.09	\$31.99	\$32.95	\$33.94
	48 Months	\$32.70	\$33.65	\$34.66	\$35.70

CUPE 07

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Clerk Arborist Case Manager Corporate Services Generalist Data Analysis Coordinator, HSS Facilities Clerk, OPS Facilities Technologist Helpdesk Coordinator Housing Resource Coordinator Housing Support Worker Junior Financial Analyst Junior Planner Lead Hand, RDS POA Administration & Corporate Collection Public Transportation/Business Development Coordinator Purchasing Administrative Clerk Rec Coordinator, Active Adults & Inclusion Rec Coordinator, Child & Youth/Special Events Tobacco Enforcement Officer	Start	\$27.50	\$28.30	\$29.15	\$30.02
	12 Months	\$29.22	\$30.07	\$30.97	\$31.90
	24 Months	\$30.97	\$31.87	\$32.83	\$33.81
	36 Months	\$32.66	\$33.61	\$34.62	\$35.66
	48 Months	\$34.37	\$35.37	\$36.43	\$37.52
Out-of-Schedule					
Health Promoter	Start	\$41.19	\$42.41	\$43.71	\$45.05
	48 Months	\$42.19	\$43.41	\$44.71	\$46.05

CUPE 08

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Building Inspector I By-Law Enforcement Officer Committee Coordinator Drainage Operator Drainage Program Coordinator Facilities Project Technologist Facilities Technician GIS Analyst, CD GIS Analyst, EIS IT Helpdesk Technician Junior Development Technologist Lead Hand, P&F Mechanic Class I Municipal Technician Junior Municipal Technologist Operator Class I Facilities Operator Class I Systems Resource Management Technician Bylaw Supervisor Instructor Guard	Start	\$28.80	\$29.64	\$30.53	\$31.45
	12 Months	\$30.58	\$31.47	\$32.41	\$33.38
	24 Months	\$32.36	\$33.30	\$34.30	\$35.33
	36 Months	\$34.19	\$35.18	\$36.24	\$37.33
	48 Months	\$36.00	\$37.04	\$38.15	\$39.29
Out-of-Schedule					
Health Planner	Start	\$43.19	\$44.47	\$45.83	\$47.23
	48 Months	\$44.19	\$45.47	\$46.83	\$48.23
Public Health Dietician	Start	\$44.53	\$45.85	\$47.26	\$48.71
	48 Months	\$45.53	\$46.85	\$48.26	\$49.71

CUPE 09

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Application Support Analyst Development Technologist Foreperson, RDS IT Support Technician Mechanic Class II Operator Class II - Facilities Operator Class II - Systems, WW Payables & Cash Management Analyst Purchasing Agent Senior Case Manager Senior Municipal Technologist W&WW Compliance Technologist	Start	\$30.11	\$30.98	\$31.91	\$32.87
	12 Months	\$32.00	\$32.93	\$33.92	\$34.94
	24 Months	\$33.88	\$34.86	\$35.91	\$36.99
	36 Months	\$35.76	\$36.80	\$37.90	\$39.04
	48 Months	\$37.64	\$38.73	\$39.89	\$41.09

CUPE 10

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Application Support Analyst Court Operations & Trial Coordinator Dental Hygienist Eligibility Review Officer Eligibility Verification Auditor Environmental Technologist IT Security Analyst Mechanic Class III Operator Class III - Facilities Planner Program Evaluator & Data Analyst Senior Facilities Technician	Start	\$31.48	\$32.39	\$33.36	\$34.36
	12 Months	\$33.41	\$34.38	\$35.41	\$36.47
	24 Months	\$35.35	\$36.38	\$37.47	\$38.59
	36 Months	\$37.32	\$38.40	\$39.55	\$40.74
	48 Months	\$39.30	\$40.44	\$41.65	\$42.90
Out-of-Schedule					
Senior Procurement Officer Strategic Procurement Officer	Start	\$41.44	\$42.67	\$43.98	\$45.33
	48 Months	\$42.44	\$43.67	\$44.98	\$46.33
Building Inspector II	Start	\$41.95	\$43.20	\$44.53	\$45.90
	48 Months	\$42.95	\$44.20	\$45.53	\$46.90
Senior Accountant Senior Financial Analyst	Start	\$44.13	\$45.44	\$46.83	\$48.26
	48 Months	\$45.13	\$46.44	\$47.83	\$49.26

CUPE 11

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Chief Operator - Facilities Chief Operator - Systems County Garage Foreperson W&W Compliance Officer	Start	\$32.77	\$33.72	\$34.73	\$35.77
	12 Months	\$34.86	\$35.87	\$36.95	\$38.06
	24 Months	\$36.89	\$37.96	\$39.10	\$40.27
	36 Months	\$38.92	\$40.05	\$41.25	\$42.49
	48 Months	\$40.97	\$42.16	\$43.42	\$44.72
Out-of-Schedule					
Senior Planner	Start	\$47.26	\$48.66	\$50.15	\$51.68
	48 Months	\$48.26	\$49.66	\$51.15	\$52.68

CUPE 12

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
Foreperson Facilities WWW Foreperson Systems WWW	Start	\$34.05	\$35.04	\$36.09	\$37.17
	12 Months	\$36.20	\$37.25	\$38.37	\$39.52
	24 Months	\$38.35	\$39.46	\$40.64	\$41.86
	36 Months	\$40.49	\$41.66	\$42.91	\$44.20
	48 Months	\$42.58	\$43.81	\$45.12	\$46.47
Out-of-Schedule					
Building Inspector III	Start	\$45.54	\$46.89	\$48.33	\$49.81
	48 Months	\$46.54	\$47.89	\$49.33	\$50.81
Emergency Planner Public Health Inspector	Start	\$47.38	\$48.72	\$50.27	\$51.81
	48 Months	\$48.38	\$49.78	\$51.27	\$52.81

CUPE 13

Job Title/Department		Jan-01-23	Jan-01-24	Jan-01-25	Jan-01-26
		3%	2.9%	3%	3%
	Start	\$35.37	\$36.40	\$37.49	\$38.61
	12 Months	\$37.61	\$38.70	\$39.86	\$41.06
	24 Months	\$39.82	\$40.97	\$42.20	\$43.47
	36 Months	\$42.03	\$43.25	\$44.55	\$45.89
	48 Months	\$44.26	\$45.54	\$46.91	\$48.32
Out-of-Schedule					
Epidemiologist	Start	\$48.28	\$49.71	\$51.23	\$52.80
	48 Months	\$49.28	\$50.71	\$52.23	\$53.80
Senior Public Health Inspector	Start	\$49.73	\$51.20	\$52.77	\$54.38
	48 Months	\$50.73	\$52.20	\$53.77	\$55.38
Principal Planner	Start	\$49.92	\$51.40	\$52.97	\$54.59
	48 Months	\$50.92	\$52.40	\$53.97	\$55.59

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4700**

AND

NORFOLK COUNTY

JOB EVALUATION MAINTENANCE MANUAL

JOINT JOB EVALUATION COMMITTEE

The Joint Job Evaluation Committee (J.J.E.C.) shall be comprised of:

- 4 representatives and two (2) alternates of C.U.P.E.
- 4 representatives and two (2) alternates of the Employer

A quorum for the J.J.E.C. meeting shall be eight (8) members.

The position of Chairperson to the J.J.E.C. shall alternate between C.U.P.E. and the Employer.

The Secretary to the J.J.E.C. shall be supplied by the Employer.

Accurate minutes of the J.J.E.C. must be kept.

The decision of the J.J.E.C. is by consensus. All decisions made by the J.J.E.C. are final and binding. The J.J.E.C. shall provide rationale for their decisions.

If consensus cannot be reached, see Settlement of Disagreements.

It shall be the responsibility of the Chairperson to communicate the decision of the J.J.E.C. to the Human Resources Department who in turn advise the incumbent(s) and supervisor using the Job Evaluation Rating Sheet.

MAINTAINING THE JOB EVALUATION PROGRAM

- 1.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request.
- 1.2 It is understood and agreed by the parties that during the re-evaluation process and/or review process, the ratings of all factors could be adjusted either upwards or downwards by the J.J.E.C.
- 1.3 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Request for Review Form.
- b) Upon receipt of a completed Request for Review Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information will involve the interviewing of incumbent(s) and/or Supervisor(s) and visits to the job site, if required.
- c) The Committee shall review the job data and determine any changes in the rating. A Job Evaluation Rating Sheet will be completed by the Committee, signed off and forwarded to the Human Resources Department. A representative from Human Resources will advise all relevant parties of any changes, using the appropriate form.

The rating of the job shall determine the pay grade for the job.

- d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Request For Review Form was initially submitted to Supervisor/Human Resources Department/Union, or the date new duties commenced resulting in the upgrade. The incumbent(s) shall retain the same place on any increment grid (i.e., step-to-step).
- 1.4 Whenever the Employer wishes to establish a new job class, the following procedures shall apply:
 - a) The Employer shall prepare a draft job description for the position.
 - b) The Co-Chairs of the J.J.E.C. shall meet and establish a temporary pay grade for the job class based on the draft job description; or the J.J.E.C. Co-Chairs can agree upon a temporary rating.

- c) The job class shall be posted, under review and any person appointed to the job class shall be paid the temporary pay grade.
- d) After six (6) months from the appointment of an incumbent to the job class, the incumbent(s) shall complete a Job Analysis Questionnaire and forward same to the J.J.E.C. The Committee shall evaluate and rate the job class based on the information submitted in the J.A.Q., as well as, interviewing the incumbent(s) and/or supervisor and visits to the job site, if required. The pay grade will be established based upon this rating.

In the event the rating of the job class increases from the initial rating assigned by the Committee, the pay grade applicable to that rating will be effective to the date of the incumbent's appointment to the job class.

If the final rating of the job class decreases from the initial rating, the pay grade, applicable to that rating will be effective the date the J.J.E.C. completed the final evaluation.

SETTLEMENT OF DISAGREEMENTS

- 2.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-Chairpersons of the Committee shall request, within ten (10) working days, that each party designate an Advisor to meet with the Committee. The two (2) Advisors shall meet with the Committee and assist the J.J.E.C. in reaching a decision on the factor(s) in dispute. (These Advisors shall not be involved in the day-to-day decisions of the J.J.E.C.).

If, after meeting with the two (2) Advisors appointed as above, the Committee remains unable to agree upon the matter in dispute, the Advisors will attempt to make a decision.

If the Advisors are unable to reach a decision on the factor(s) in dispute, they shall advise the Co-Chairpersons in writing.

- 2.2 Either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an Arbitrator.
- 2.3 The Arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and **their** decision shall be final and binding on the J.J.E.C., the Employer, the Union, and all affected employees. The Arbitrator shall be bound by the Maintenance Manual and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 2.4 The Employer and the Union shall be the parties to the arbitration hearing and shall

have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrator.

- 2.5 The Arbitrator’s fees and expenses shall be borne equally between the parties.
- 2.6 The time limits contained in this article may be extended by mutual agreement of the parties.

APPLYING THE RATING TO THE SALARY RANGES

<u>PAY GRADE</u>	<u>JOB EVALUATION POINT GROUP</u>
1	Up to 232
2	233 – 256
3	257 – 280
4	281 – 304
5	305 – 328
6	329 – 352
7	353 – 376
8	377 – 400
9	401 – 424
10	425 – 448
11	449 – 472
12	473 – 496
13	497 – 520

All of the above forms part of the Collective Agreement.

Signed electronically this day of , 202X

FOR THE UNION

FOR THE EMPLOYER

**NORFOLK COUNTY – CUPE LOCAL 4700 JOB EVALUATION
REQUEST FOR REVIEW**

Employee Name: _____

Job Title: _____

The focus of this review is to provide an opportunity to present **additional** information not included in your original questionnaire, where you feel the information **did not** adequately describe your job or indicate any changes since the initial job analysis questionnaire was completed.

Factor:	Original Rating:
Reason for Change/Additional Information to Consider:	
Factor:	Original Rating:
Reason for Change/Additional Information to Consider:	
Factor:	Original Rating:
Reason for Change/Additional Information to Consider:	
Factor:	Original Rating:

Reason for Change/Additional Information to Consider:	
Additional Employee Comments	
Supervisor's Comments	
Employee's Signature:	Date:
Supervisor's Signature:	Date:
Do you wish to present to the Committee? (Please Circle One) Yes No	

Please Note: If there is more than one incumbent in a job class, all employees must sign submission. However, all incumbents are not required to present to the Committee.