

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2974.1

APRIL 1, 2020 TO MARCH 31, 2023

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ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01** The Union acknowledges that it is the right of the Corporation to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for just cause, provided that procedures contrary to this Agreement are not used and the right of the Union and/or employee to lodge a grievance to the manner and extent herein provided it be dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.02** The Union recognizes the right of the Corporation to operate and manage, in accordance with its obligations to the community at large, and to make and to alter from time to time rules and regulations to be obeyed by the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Corporation until they have been posted on the bulletin board normally used for this purpose for a period of at least one week.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01** The Corporation or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 2974.1 as the sole and exclusive Collective Bargaining Agent for all its employees save and except: Chief Administrative Officer; Department Heads; Managers; Supervisors; Human Resources Personnel; Administrative Assistant(s) (3); Clerk/Typist Administration; Network Coordinator; employees represented by the Canadian Union of Public Employees Locals 2974.2, 2974.0, and 860 and employees in bargaining units for which any trade union held bargaining rights as of May 25, 1985, the date of application, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties, arriving towards a peaceful and amicable settlement of any differences that may arise between them.

Except where specifically noted all rights, benefits and conditions shall apply to all employees covered under this Collective Agreement.

- 2.02** No employee shall be required or authorized to make any written or verbal agreement, which may conflict with the terms of the Collective Agreement.
- 2.03** In respect of employees covered by this Agreement, the Corporation shall not recognize during the currency of the Agreement any other Bargaining Agent in respect of any matters herein dealt with.
- 2.04** (a) **Right of Fair Representation**
The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall, upon request, be granted reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- (b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. When the employer intends

to have a meeting with an employee on a matter that may involve discipline, the employer shall notify the employee and the Union President/Sub-Unit Chair in advance of the purpose of the meeting in order that the employee may contact his or her Union Steward. The Union Steward shall have adequate time to consult with the employee and any other Union Representative, provided that this does not result in any undue delay of the action to be taken by the Employer. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.

- (c) The Employer shall provide quarterly, to the President and Recording Secretary of the Union, updated lists of bargaining unit members. Such list shall include contact numbers and addresses of those bargaining unit members who have authorized the Employer to do so. Authorization will be done using a form provided by the Union, which shall be forwarded to the Human Resources Department.

In addition, authorized information regarding newly hired employee, will be forwarded to the Union within two (2) weeks of the start date of the new employee.

- 2.05 (a) A part-time employee is an employee whose regular work hours are no more than twenty-four (24) hours per week, and not less than fifteen (15) hours per week.
- (b) Unless otherwise stated in the Collective Agreement, the following benefits shall be prorated:
 - Sick Leave
 - Longevity Pay
 - Vacation
 - Paid Holiday

Eligibility for paid holidays shall be considered as per Article 17.03.

Eligible part-time employees shall be entitled to pay-in-lieu of benefits in accordance with the Pay Equity Plan as agreed by the parties. The percentage amount paid in lieu of benefits shall be provided in writing to the Union once per year.

2.06 **Full-Time Employees**

A full-time employee is a permanent employee who is regularly scheduled for more than twenty-four (24) hours per week. These employees shall be entitled to all benefits of the Collective Agreement.

2.07**Casual Employees**

A casual employee is an employee who is regularly scheduled fifteen (15) hours a week or less. These employees shall be entitled to the following pro-rated benefits:

- Sick Leave
- Longevity Pay
- Vacation
- Paid Holidays

Eligibility for paid holidays shall be considered as per Article 17.03.

2.08**Temporary Employees**

A temporary employee will be hired in response to a posting for a specific term not to exceed eighteen (18) months in the case of a parental leave, or twenty-four (24) months in the case of an illness or injury, or thirteen (13) months to perform a special project, to replace a permanent employee who has been granted a leave of absence authorized under this Agreement, or to perform a special non-recurring task and/or project. These terms may be extended up to a further twelve (12) months on mutual agreement of the Union and the Corporation.

Provided the temporary employee meets the eligibility requirements for the applicable welfare benefits outlined in Articles 2.05, 30.01 and 30.02 of the Collective Agreement, the Corporation agrees to pay the premium cost of those benefits for the specific term of employment. Temporary employees shall receive all applicable benefits of the Collective Agreement.

The Corporation will notify the Union in writing when a temporary employee is to be employed, together with the expected duration of the assignment. This notice shall be in the form of a copy of the Employment Offer Letter issued to the temporary employee by the Corporation at the time of hire.

A temporary employee working for the limited duration shall be terminated at the conclusion of such specific term, and the termination shall not be the subject of a grievance or arbitration.

If the permanent employee on leave does not return, the job shall be posted.

2.09**Student Employees**

Student shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school. Such student employees shall not attain seniority under this agreement and shall receive no benefits under this agreement unless specifically stated.

No students shall be hired if any member in a department who has achieved seniority has been laid off nor shall such student be hired to displace any member of the bargaining unit who has achieved seniority.

2.10**Government or Job Creation Projects**

Those persons hired by the Corporation under temporary Government Projects and paid a salary which is determined by the Corporation, shall receive, in regards to benefits, statutory benefits only.

No full-time employees of the Bargaining Unit shall be laid off or otherwise affected by Seasonal Employees or those hired under temporary Government Projects. (See Letter of Understanding.)

ARTICLE 3 - RELATIONSHIP

3.01 The Corporation and the Union mutually agree, that no employee shall be, in any manner, discriminated against, coerced, restrained, or influenced, because of their race, sex, religious affiliation, national origin or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

The above shall also include the harassment of any employee by any member of the Corporation or the Union. Claims of harassment will first be dealt with through the Corporate Harassment policy. If a harassment issue addressed through the Corporate Harassment policy is not resolved to all parties' satisfaction within thirty (30) days of receipt of said claim, a grievance may be filed in accordance with Article 9.03.

3.02 The Corporation and the Union recognize that this Agreement is subject to all Government regulations as they apply to employees and to the Corporation.

3.03 To create harmonious relationships between the parties hereto, any problems confronting the Union and which are not likely to be the subject of a grievance shall be discussed with the Department Head. If a settlement satisfactory to the Union is not reached, the Union may so inform in writing the Director, Human Resources, who shall meet with the Union as soon as mutually convenient.

3.04 Any employee may view the Corporation's file on such employee upon request to the Department Head.

An employee shall have the right to make copies of any material contained in the employee's personnel file. The Corporation agrees to make one copy of any item requested by the employee, at the employee's expense.

The Employer cannot rely on information that an employee was not aware of at the time of filing.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within six (6) months of employment.

ARTICLE 5 - CHECK OFF UNION DUES

- 5.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.
- 5.02 Deductions shall be forwarded in one (1) cheque/or electronic payment to the Union not later than the 10th day of the following month for which the dues were levied. The cheque/or electronic payment shall be accompanied by a list of names from whose wages the deductions have been made.
- 5.03 At the same time that Income Tax (T4) slips are made available, the Employer shall provide the amount of Union dues paid by each Union member in the previous year.

ARTICLE 6 - NEW EMPLOYEES

- 6.01 (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the Condition of employment set out in the articles dealing with Union Membership requirements and Dues Check-off.
- (b) During orientation a representative of the Union shall be given the opportunity, within regular working hours without loss of pay, for thirty (30) minutes, to acquaint the new employees with the benefits of the Union membership including the duties of the Union under this contract.
- 6.02 All new employees shall be presented with an electronic copy of the Agreement by the Corporation on commencement of employment. If an employee requests a hard copy it will be provided.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereof, shall pass to and from the appropriate Manager, the author of the letter and the Secretary of the Union, with a copy to the National Representative of C.U.P.E. and the Human Resources Department. It is understood that all names and addresses shall be updated from time to time and shall be forwarded to the Corporation.
- 7.02 The Employer shall provide to the Recording Secretary of the Local an electronic copy of the monthly schedule for housekeeping/maintenance and all EWSWA sites (with the exception of the Civic Centre site). The schedule shall be emailed within twenty-four (24) hours of it being posted.

ARTICLE 8 - LABOUR MANAGEMENT/NEGOTIATIONS/GRIEVANCE MEETINGS

- 8.01 Any representative of the Union, in the employ of the Corporation, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance or the negotiation of a new agreement held within working hours without loss of remuneration, provided such employee(s) through the President of the Union, first obtains permission from the employee's Department Head or authorized representative. Time so spent shall be deemed to be work time.

8.02 Permission to Leave Work

The Union recognizes that each Steward and Grievance Committee member is employed by the Employer and that the employee will not leave the employee's work during working hours except to perform the employee's duties under this Agreement. Therefore, no Steward or Grievance Committee member shall leave the employee's work without obtaining the permission of the employee's supervisor, which permission shall not be unreasonably withheld. Such time to investigate the grievance shall not be excessive nor abused. The aforementioned time spent investigating disputes and processing grievances shall be considered time worked and shall result in no loss of remuneration of the employees involved.

8.03 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward or Grievance Committee member shall assist any employee, which the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure. The Employer agrees that the Grievance Committee member shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

8.04 Union Negotiating Committee

A Negotiating Committee shall be established consisting of the Local President and up to three (3) representatives from the Bargaining Unit. The parties may identify three (3) alternates who shall only attend in the absence of the designated representatives. Members of the Negotiating Committee shall suffer no loss of pay or benefits while attending negotiations.

8.05 Labour Management Committee

A Labour Management Committee shall be established consisting of the Local President and up to three (3) representatives of the Union with up to three (3) alternates who shall only attend if needed to replace representatives when absent, and up to four (4) representatives of the Employer.

Time spent with this Committee shall be considered time worked, taking into consideration the circumstances of the individual employee's shift work.

Function of the Committee

The Committee shall develop a mandate for its continued consideration, which shall include:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.

- 2) Reviewing suggestions/questions from employees, including those related to operations, but shall not include active grievances.
- 3) Correcting conditions causing grievances and misunderstandings.
- 4) Other items, from time to time, which are felt to be appropriate by a majority of the Committee members.

Meetings of the Committee

The Committee shall meet as necessary, but at least once every two months at a mutually agreeable time and place. Its members shall receive a notice, and agendas will be exchanged at least seventy-two (72) hours in advance of the meeting.

Minutes of the Meetings

Minutes of each meeting of the Committee shall be prepared by a designate selected from each side and responsibility shall be alternated between meetings. The designate will prepare the minutes and distribute them to the Director, Human Resources (or designate) and the President of the local (or designate) for approval. Following approval, the Employer will type and post the minutes in all worksites within one (1) week.

Jurisdiction of the Committee

The Committee shall not have jurisdiction over any matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. However, in the spirit of fairness and trust between the two sides, it is expected that all discussion and conclusions be taken seriously and that actions to all discussions and conclusions will be pursued and implemented in a timely manner.

Bargaining Unit members attending these meetings shall be granted appropriate time off, giving special consideration to the needs of the members in relation to the employee's scheduled shifts, as well as legislative requirements regarding time off between shifts. If a member of the Bargaining Unit is required to attend outside the employee's regular scheduled hours of work, then such employee shall be entitled to pay equivalent to the amount of time spent in such meetings, to be taken as lieu time.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** (a) The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- (b) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

- 9.02** No grievance shall be considered where the circumstances giving rise to it occurred, or where the employee became aware of the occurrence or infraction more than thirty (30) calendar days before the filing of the grievance.
- 9.03** It is understood that prior to a grievance being submitted, the affected employee and/or the Union shall discuss the complaint with the grievor's direct Supervisor/Manager, who shall have an opportunity to adjust the complaint. Failing resolve with the grievor's direct Supervisor/Manager the grievance shall be submitted as follows:
- Step 1 Following submission by the union or the Grievor of the grievance to the Department Head, The Department Head, the Grievor and a Representative of the Union shall arrange a meeting within four (4) working days (excluding paid holidays and weekends) to discuss the grievance. If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within four (4) working days (excluding paid holidays and weekends) from the parties discussing the grievance (or any longer period, which may be mutually agreed upon), the grievance may be presented as follows:
- Step 2 If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within four (4) working days after Step 1 hereof (or longer period which may be mutually agreed upon), a meeting shall be arranged with the Chief Administrative Officer within ten (10) working days (excluding paid holidays and weekends) and a decision shall be rendered by the Chief Administrative Officer. At this stage the aggrieved employee may be accompanied by at least one (1) representative of the Union if their presence is requested by either party.
- Step 3 If final settlement of the grievance is not completed within ten (10) working days (excluding paid holidays and weekends) after deliberations have concluded between the Union Grievance Committee and the Chief Administrative Officer, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a sole arbitrator as provided herein, at any time within twenty-one (21) working days (excluding paid holidays and weekends) thereafter but not later.
- 9.04** Replies to grievances shall be in writing at all times.
- 9.05** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 9.06** The Corporation shall supply the necessary facilities for the grievance meetings.
- 9.07** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such a question or grievance may be directly submitted to the Chief Administrative Officer for consideration and any prior steps of the Grievance Procedure may be by-passed. The Chief Administrative Officer shall arrange the meeting and

render a decision within ten (10) working days of the conclusion of the grievance meeting (excluding paid holidays and weekends).

9.08 The time limits set forth in the grievance procedure may be extended at any time upon the mutual agreement of the Corporation and the Union.

- 9.09** a) Should the parties jointly determine that, having completed Step 3 per Article 9.03, the issue under grievance could potentially be resolved through a non-binding mediation process, such process shall take place prior to the issue being heard at arbitration. The subsequent mediation process will not prevent either party from filing for arbitration per Article 9.03 at Step 3 prior to the mediation taking place.
- b) The parties will jointly select the mediator and shall share equally the fee charged by said mediator.
- c) The mediation session shall be conducted in accordance with the following:
- (i) it shall be informal
 - (ii) no briefs shall be filed or transcripts made
 - (iii) there shall be no formal evidence rules
 - (iv) each party's case shall be presented by a previously designated representative- Legal Counsel shall not be permitted
 - (v) the mediator shall have the obligation of assuring that all necessary facts and considerations are brought forward by the representatives of the parties, and that the mediation session is fair.

ARTICLE 10 - ARBITRATION

10.01 Composition of the Board of Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 above and which has not been settled, will be referred to the Board of Arbitration at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, within five (5) working days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party, and the said Minister shall nominate a Chairman.

10.02 Who may be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- (a) is acting or has, within a period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- (b) has any pecuniary interest in the matters referred to the Board.

10.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

10.04 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Arbitration Board but if there is no majority, the decision of the Chairman governs, and is binding upon all parties thereto.

10.05 Expenses of the Board

Each party shall pay:

- (a) The fee and expenses of the Nominee it appoints.
- (b) One-half (½) of the fees and expenses of the Chairman.

10.06 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

10.07 Witness

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.01 Any employee (save and except a probationary employee) may be dismissed only for just cause and only upon the authority of the Department Head and/or Chief Administrative Officer. Such employee and the Union shall be advised promptly in writing by the Department Head and/or Chief Administrative Officer of the reason(s) for such dismissal.

11.02 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee may be immediately reinstated in his former position, without loss of seniority and may be compensated for all time lost at the rate equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation

which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

- 11.03** If an employer deems it necessary to notify an employee in writing of any expression of dissatisfaction concerning the employee's work, a copy of the complaint shall be sent within ten (10) calendar days of the event or, learning of the event, with a copy to the President of the Union unless the employee requests otherwise.

Where the employer deems it necessary to include individual(s) or outside agencies as part of an investigation of an event, the employer shall have up to thirty (30) calendar days (excluding paid holidays) to notify an employee in writing of an expression of dissatisfaction. The employer will provide the employee with notification that individuals, or outside agencies have been contacted in the investigation process prior to invoking the thirty (30) calendar day clause.

- 11.04** The employee's reply to such complaint of dissatisfaction shall become part of the employee's record. The record of an employee shall not be used against them at any time after twelve (12) months following the incident, providing the employee has been reprimand and discipline free for the twelve (12) month period.

ARTICLE 12 - SENIORITY

- 12.01 (a)** Seniority is defined as the length of service in the Bargaining Unit. Seniority shall operate on a bargaining-unit-wide basis unless otherwise provided.

- (b) The following calculations shall be used only in determining accrued seniority status of part-time and casual employees transferring to full-time status. Part-time and casual employees working on a:

32½ hour week schedule	-	1,540 hours	=	1 year
35 hour week schedule	-	1,682 hours	=	1 year
37½ hour week schedule	-	1,776 hours	=	1 year
40 hour week schedule	-	1,896 hours	=	1 year

- (c) An employee who transfers from full-time status to part-time shall have their seniority status translated to hours based on the formula in Article 12.01(b).
- (d) An Employee's seniority date, resulting from the application of Articles 12.01(b) and 12.01(c) from the date of ratification of this Collective Agreement forward, shall not precede their date of hire.
- (e) For the purposes of seniority, overtime shall not be counted.

- 12.02** The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and be posted on all bulletin boards in January and July of each year.

12.03 (a) Seniority for New Employees

New employees shall be regarded as probationary employees for the first six (6) calendar months.

- (b) New Part-Time employees shall have their probationary period calculated on the following basis. For employees working on a:

32½ hour week schedule	- 385 hours
35 hour week schedule	- 420 hours
37½ hour week schedule	- 444 hours
40 hour week schedule	- 474 hours
or six (6) months, whichever occurs last.	

- (c) At the expiration of said time above, the employee shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by an absence of no more than four (4) consecutive weeks. Where an absence extends beyond four (4) consecutive weeks, the probation period will be extended by the length of the absence from the job for which they were hired for.
- (d) New temporary employees shall be regarded as probationary employees for the period of the specific employment term for which they were hired or the maximum times outlined in Article 2.08 whichever occurs last. At the expiration of said time, the temporary employee shall be placed on a separate seniority list dating back from the first day of their employment provided that continuous employment shall not be broken by an absence of no more than four (4) consecutive weeks. Where an absence extends beyond four (4) consecutive weeks, the probationary period will be extended by the length of the absence from the job for which the temporary employee was hired.

CLARITY NOTE: It is understood that the term “employee” referenced in Article 12 does not include a temporary employee as defined in Article 2.08, whose employment terminates at the conclusion of the specific term of employment.

12.04 An employee shall lose all seniority and employment for the following reasons. If such employee:

- (a) resigns or retires;
- (b) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- (c) is absent from work, without leave of absence for more than two (2) consecutive days, unless there was reasonable justification for such absence;
- (d) is laid off and fails to report for work within five (5) calendar days from the receipt of the employer’s notice by registered mail to return to work, unless the employee can substantiate that they are unable to return because of sickness and/or accident;

- (e) is laid off for a period of more than twenty-four (24) consecutive months;
- (f) is transferred to a position outside the Bargaining Unit and does not return to a position in the Bargaining Unit within twelve (12) consecutive months.
- (g) subject to the provisions of the Ontario Human Rights Code, an absence for eighteen (18) consecutive months, if employed less than one (1) year, or an absence from work for twenty-four (24) consecutive months if employed more than one (1) year, unless the employee can provide evidence that they will be able to return to work within a reasonable time period beyond such period.

12.05 Seniority - Transfers to Position Outside the Bargaining Unit

No employee shall be transferred outside the Bargaining Unit without their consent.

An employee who transfers to a position outside the Bargaining Unit and returns to a position within the Bargaining Unit within twelve (12) consecutive months, shall not be credited with seniority for the period of time spent outside the Bargaining Unit but shall retain the seniority they possessed at the time of transfer from the Bargaining Unit.

It is understood and agreed that such employee shall not be able to transfer into a Bargaining Unit position after twelve (12) consecutive months nor displace any other Bargaining Unit member by transferring back to the Bargaining Unit within the aforementioned time period.

ARTICLE 13 - PROMOTIONS, TRANSFERS, APPOINTMENTS

- 13.01** (a) When filling a permanent vacancy that occurs, or when a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board and/or electronic boards used for the purpose for a period of six (6) working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof. When filling a vacancy, the vacancy will be posted within six (6) days of the job vacancy occurring and filled within twenty-eight (28) days from the completion of the posting. By mutual agreement of the parties, the posting may be concurrently posted internally and externally as necessary. Internal candidates that qualify for the position per Article 13.03 (a) will be provided the first opportunity to be considered for the posted position. All internal candidates will receive a letter outlining specifically why they did not qualify for the position.
- (b)(i) When filling a temporary vacancy that occurs, the Employer shall notify the Union in writing and post notice of the position on the bulletin board and/or electronic boards used for the purpose for a period of six (6) working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof. The posting shall be for the purpose of replacing permanent employees on approved leave of absence of fixed duration, or to perform a special non-recurring task and/or project. Employees appointed to a temporary vacancy shall work the regular schedule that the absent employee would work. The term of the

temporary placement will be as outlined in Article 2.08. By mutual agreement of the parties, the posting may be concurrently posted internally and externally as necessary.

- (ii) If there is an internal person that may have the ability to do the special non-recurring task and/or project and at the discretion of the Corporation has the demonstrated ability, they will be offered the opportunity prior to proceeding to Article 13.01 (b) (i). If an employee is not requested to perform the special non-recurring task and/or project, at the employee's requests, the Employer will provide notice as to why they did not have the demonstrated ability.
- (c) It is agreed and understood that subject to Article 14, temporary vacancies of less than ninety (90) calendar days in duration need not be posted.

The determination to fill such vacancy shall be at the discretion of the Corporation. Subject to Article 13.03, in filling such vacancies, the Employer shall afford employees covered by this Collective Agreement the opportunity to fill such temporary vacancies before hiring any new employees.

- (d) Any employee who applies for a temporary vacancy must be available to commence work on the effective date of the posting, to be deemed the successful applicant under Article 13.03, unless absent due to short-term illness of less than three (3) days, approved vacation or bereavement leave.

13.02 Job Postings

Job postings will contain the following information: nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function, contained in the current Job Description and/or Questionnaire. All Job Postings shall state "This position is open to employees of all genders".

- 13.03** (a) In making staff changes, transfers and promotions within the Bargaining Unit, appointments shall be made of the applicant with the greatest seniority who possesses the skill, (education and qualifications), experience, competence and ability necessary to perform the job.
- (b) Unless otherwise agreed upon by the parties, the Corporation shall not advertise any Bargaining Unit position outside until such positions are posted internally. Applications from employees within the Bargaining Unit shall have preference for first interview and appointment to the position provided the employee has the qualifications and skills required.
- (c) Should no seniority employees apply for, and be awarded a job posting, the temporary employees covered by the Collective Agreement shall have the right to apply for and be considered for the job posting, but shall not be entitled to preference for first interview and/or appointment to the position.

13.04 The successful applicant shall be given a trial period of thirty (30) working days, during which time the employee will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall

be declared permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to the employee's former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

13.05 The Secretary of the Union shall within five (5) working days, be sent a copy of letters given to employees with regards to appointments, hirings, layoffs, transfers, recalls and terminations of employment.

13.06 Staff Training

The Corporation shall provide time off with pay, if necessary, for any employee required by the Corporation to write exams in any course that will result in improving the employee's ability to perform his job with the Corporation.

ARTICLE 14 - LAY-OFF AND REHIRING

14.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

14.02 Notice of Lay-off

In the event of a lay-off, the following notice period shall apply:

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) or more and less than eight (8) years seniority shall be provided with four (4) weeks' notice in writing or four (4) weeks' pay in lieu of such notice.
- (c) Employees with eight (8) or more years seniority shall be provided with eight (8) weeks' notice in writing or eight (8) weeks' pay in lieu of such notice.
- (d) In all cases, pay in lieu of notice of lay-off shall be considered and calculated on the basis of a regular non-overtime work week of the affected employee, or such longer period or pay as may be required by the Employment Standards Act as amended from time to time.
- (e) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of the employee's employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.

14.03 (a) Provided that an employee has acquired seniority and the employees affected are of relatively equal skill, competence and ability to perform the work, the last employee hired, shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until

those laid off have been given an opportunity of re-employment. In the event of a lay-off, if an employee is transferred from one department to another, such employee shall be credited with 100 percent of the seniority accumulated by them in accordance with the terms of this Agreement.

(b) **Lay-off Procedures**

In the event of a lay-off as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

Option 1: The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

It is understood that any employee who chooses this option shall not be allowed to receive a promotion of going from part-time to full-time status.

Option 2: The employee can accept lay-off subject to recall rights for a period of twenty-four (24) months as provided for in the Collective Agreement.

- (c) As a result of the lay-off procedure, there shall be no loss in rate of pay where an employee moves into a position in the same band from which they were laid off.

Where an employee moves into a higher rated position, they shall be placed on the grid scale for that position, that which is closest to but not less than their current rate and shall begin to move through the grid from the day of transfer.

Where an employee transfers or is rehired following a lay-off to a lower rated position, the employee shall be red-circled and remain at their current rate or rate being paid at time of lay-off for a period not to exceed twelve (12) months at which time, they will revert to the proper wage band for the position they are transferring to after returning from layoff. Placement in the proper wage band shall be a position on the grid that produces the minimum reduction from the current rate or rate being paid at the time of layoff.

- (d) Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded five (5) working days in which to advise the Employer of their decision.

ARTICLE 15 - HOURS OF WORK

15.01 The normal daily hours of work shall be as follows:

All those covered by this Collective Agreement except those listed hereafter in this clause, seven (7) paid hours per day between the hours of 8:00 a.m. and 5:00 p.m., plus a one-half (½) hour unpaid lunch Monday to Friday.

These normal daily hours within the 8:00 a.m. to 5:00 p.m. window outlined above and the normal daily hours of work within the window of hours for the exceptions listed below will be determined by the Employer.

1. Facilities Operations

All those employees in Facilities Operations seven and one-half (7.5) paid hours per day between the hours of 7:30 a.m. and 3:30 p.m., plus a one-half (½) hour unpaid lunch - Monday to Friday; Monday through Thursday – 3:00 p.m. to 11:00 p.m., Friday – 10:00 a.m. to 6:00 p.m., plus a one-half (½) hour unpaid lunch.

A shift premium of \$0.50 per hour shall be paid for all hours worked on the afternoon shift after 3:00 p.m.

Facilities Operations employees will rotate their shifts every two (2) weeks, except the Maintenance Lead Hand which will be a permanent day shift.

2. Roads Maintenance Department

All those employed in the Roads Department Maintenance Yard eight (8) hours per day between 7:00 a.m. and 3:30 p.m., plus a one-half (½) hour unpaid lunch Monday to Friday.

3. Regional Landfill

The full-time paid hours of work shall be forty (40) hours per week as scheduled, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. and Saturday between the hours of 8:00 a.m. and 2:00 p.m. All hours of work shall be five (5) days a week at the straight time hourly rate for the position plus a one-half (½) hour unpaid lunch.

Work Schedule – It is understood and agreed that employees will work in accordance with a shift schedule. Shift schedules shall be posted at least fourteen (14) calendar days prior to such schedule becoming effective. The schedule shall not be changed once it has been posted unless mutually agreed upon by the Corporation and the effected employee. The five (5) shifts will be scheduled on consecutive days unless mutually agreed upon by the Corporation and the effected employee.

4. Transfer Station #2 Scale Clerk/Weighperson – Kingsville

The full-time paid hours of work shall be forty (40) hours per week as scheduled, Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m., including a one-half (½) hour paid lunch.

5. Transfer Station #2 Scale Clerk/Weighperson, Casual – Kingsville

The minimum hours of work for the summer period (April through October) shall be eleven (11) hours per week, Monday through Saturday as scheduled, including one-half (½) hour paid lunch.

The minimum hours of work for the winter period (November to March) shall be Saturday 9:00 a.m. to 12:00 p.m. for a total of three (3) hours per week, plus additional shifts as required.

6. Transfer Station #2 Inspector – Kingsville

The hours of work for the summer period (April to October) shall be forty-two (42) paid hours per week, Monday through Saturday as scheduled, between the hours of 7:30 a.m. and 5:00 p.m. All hours of work for the summer period shall be five (5) days per week at the straight time hourly rate for the position including a one-half (½) hour paid lunch on Monday to Saturday.

The hours of work for the winter period (November to March) shall be thirty-five (35) paid hours per week, Monday through Saturday as scheduled, between the hours of 7:30 a.m. and 5:00 p.m. All hours of work for the winter period shall be five (5) days a week at the straight time hourly rate for the position including a one-half (½) hour paid lunch Monday to Saturday.

7. Material Recovery Facility - Labourer

- (a) The work to be performed is located at the Essex-Windsor Solid Waste Authority's Material Recovery Facility, located at 3560 North Service Road East, Windsor, Ontario. This facility operates six (6) days a week, Monday through Saturday, from 8:00 a.m. to 5:00 p.m. between April 1 and November 30 of each year; and Monday through Saturday from 8:30 a.m. to 4:00 p.m. during the winter months December 1 to March 31.
- (b) The hours of work for the period April 1 to November 30 shall be five (5) eight and one-half (8.5) hour days, Monday through Saturday between the hours of 7:00 a.m. to 6:00 p.m. at the straight-time hourly rate for the position with a one-half (½) hour unpaid lunch for a total of forty-two and one-half (42.5) hours per week.
- (c) The hours of work for the period December 1 to March 31 shall be five (5) seven (7) hour days between the hours of 7:30 a.m. to 5:00 p.m., Monday through Saturday at the straight-time hourly rate for the position with a one-half (½) hour unpaid lunch for a total of thirty-five (35) hours per week.

8. Computer Technicians

The following hours of work options will be provided to the Computer Technicians in seniority order:

- 1) 8:00 a.m. – 3:30 p.m.
- 2) 8:30 a.m. – 4:00 p.m.
- 3) 9:30 a.m. – 5:00 p.m.

9. Clerk/Bookkeeper, Payroll

The regular work day for all Clerk/Bookkeeper, Payroll will be seven (7) paid hours per day, plus one-half (½) hour unpaid lunch, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

An exception to the above will apply to the two current Clerk/Bookkeeper, Payroll employees for Sun Parlor Home. These two employees' regular work day will be maintained at seven and one-half (7.5) paid hours per day plus a one-half (½) hour unpaid lunch, between the hours of 8:00 a.m. and 5:00 p.m., as long as each remain in their current position.

10. Active Transportation Coordinator:

The Active Transportation Coordinator (ATC), employed in the Transportation Services Department at the Civic Centre, seven (7) paid hours per day between the hours of 8:00 a.m. and 5:00 p.m. plus a one-half (½) hour unpaid lunch per day with standard weekly paid hours not to exceed thirty-five (35) Monday to Sunday.

This position will have a minimum of two weekends off a month. If not provided two weekends off a month then, for the Saturday or Sunday worked in excess of the minimum two week-ends off, the ATC will be paid time and one-half (1½) for hours worked on Saturday and double time for hours worked on Sunday. If the Active Transportation Coordinator works a Saturday they will have the following two consecutive days off. If the Active Transportation Coordinator works the Sunday, they will have the preceding Friday and Saturday off. Save and except if there is a holiday to which they will receive an additional day off.

12. Mail Room Clerk

Six and one-half (6.5) paid hours per day between the hours of 8:00 a.m. and 5:00 p.m., plus a one-half (½) hour unpaid lunch Monday to Friday. These standard hours within the 8:00 a.m. to 5:00 p.m. period will be determined by the employer.

13. Clerk Typist EWSWA

Six and one-half (6.5) paid hours per day plus a one-half (½) hour unpaid lunch three days per week for a total of nineteen and one-half (19.5) paid hours per week between the hours of 9:30 a.m. and 4:30 p.m.

15.02 Paid Rest Periods

All employees shall be permitted a fifteen (15) minute rest period in each shift at mid-morning and mid-afternoon.

15.03 No employee shall receive less than four (4) hours pay for any shift or part shift worked when called in for work for which they were not scheduled.

ARTICLE 16 - OVERTIME

16.01 (a) (i) All time worked in excess of the scheduled daily hours, or in excess of scheduled weekly hours as defined in this Collective Agreement or on a paid holiday as provided in Article 17, shall be considered overtime.

(ii) Unpaid lunch breaks are not considered as hours worked.

(iii) All overtime shall be authorized by the Supervisor or Department Head prior to the working of such hours.

- (b) For those employees working on a four (4) day or a four and one-half (4.5) day schedule forty (40) hour week schedule at the Regional Landfill site, overtime shall apply after nine (9) hours per day on a scheduled full day, four (4) hours per day on a scheduled half day, and/or forty (40) hours per week. The above mentioned daily or weekly hours shall be those for which the employee(s) are scheduled. Statutory holidays, sick days, vacation days, and days during approved leaves, shall constitute part of the regularly scheduled work days, provided such days or designated days fall on the employee's regularly scheduled work days.

- 16.02** All work performed on Sunday shall be at the rate of double time. Save and except the Active Transportation Coordinator which Sundays may be a regular scheduled day.
- 16.03** If an employee works on Christmas Day or New Year's Day the employee shall be paid at the rate of double time for all hours worked in addition to holiday pay.
- 16.04** Employees required to work more than three (3) hours overtime prior to or immediately following a regular work shift in any day shall be allowed one-half (½) hour for a meal at any time during the said three (3) hour period with no pay deduction thereof.
- 16.05** If an employee is called in to work, the employee shall be guaranteed not less than four (4) hours pay.
- 16.06** An employee who works more than his regular daily hours on a holiday shall be paid double time for all hours in excess of his regular daily hours.
- 16.07** Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate, to a maximum of twelve (12) days in any calendar year, at a time mutually agreed upon by the employee and the employer, prior to October 31 in each calendar year. Should time off not be utilized by October 31, the employee shall be paid out during the month of November, at the appropriate rate at which the banked time was earned.
1. Unless an employee requests, in writing, to carry over a balance of seven (7) days, their balance will be paid out in November per Article 16.07.
 2. For employees that elected to carry over a balance of lieu time per #1 above, those seven (7) days of banked time, the remaining balance of the carryover will be paid out in the following November.
 3. For clarity, employees may have a maximum balance of twelve (12) lieu days per year which will include up to seven (7) days that may have been carried over.
- 16.08** If practicable, overtime shall be shared equally among employees within a Department or location as appropriate, who are willing and qualified to perform the work.

**16.09 (a) EWSWA/Housekeeping Maintenance
Unscheduled Absence**

1. The replacement shift/hours will first be offered to the full-time staff member who is in that department/site who is on a regularly scheduled day off (not a leave or vacation). Work performed will be paid at time and one-half (1½) their regular rate of pay (overtime) for the hours that exceed their regular weekly hours;
2. Shifts that become available due to an unscheduled absence shall not be filled by revisions to the posted schedules.
3. Should the Employer be unable to reach the full-time staff person within the appropriate department/site, or should the full-time staff person choose not to accept the hours/shift then the replacement shift/hours will be offered to the part-time/casual staff member who is not scheduled to work that day. Work performed will be paid at their regular rate of pay (straight time); unless they have surpassed the regular hours of work in accordance with Article 16.09 (d).

**(b) EWSWA/Housekeeping Maintenance
Scheduled Absence**

A part-time and/or casual employee will be scheduled to cover a scheduled absence.

Extra shifts will be offered to part-time and casual employees within the department/site on an equal basis (at the end of the year, the amount of hours will be equal across all employees within the department/site as per call in log).

- (c) Hours outside regular work hours as per Article 15.01, will be offered to full-time employees first at the applicable OT rates.
- (d) Over-time payment will occur when the casual employee exceeds daily or weekly scheduled hours:
 - (i) Essex Windsor Solid Waste Authority nine (9) hours daily or forty 40 hours per week.
 - (ii) Civic Centre Building Maintenance seven and one-half (7.5) hours daily or thirty-seven and one-half (37.5) hours per week.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 (a)** All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial or County Government.

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	½ day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	½ day before New Year's Day
Labour Day	Floating Day
Family Day	

The Floating Holiday shall be granted on a first come first serve basis upon a request being submitted two (2) weeks prior to the requested date, but otherwise may be taken at any time throughout the year upon mutual agreement between the Supervisor and/or Department Head and the employee concerned.

- (b) Payment for holidays shall be an amount equal to the hours for which an employee was scheduled at a regular rate of pay.

17.02 (a) Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays (with the exception of Christmas Day and New Year's Day; see Article 16.03) occur shall be paid for that holiday at the at the rate of time-and-one-half (1½) and shall receive a day off in lieu of that holiday as near as is possible to the actual date on which the said holiday occurred, or if the employee wishes, be paid their holiday pay.

- (b) Where a paid holiday falls on an employee's scheduled day off, the next following working day shall be designated as a day off with pay in lieu of said holiday unless mutually agreed otherwise.

17.03 Casual/Part-time employees shall be entitled to all holidays as set forth in Article 17.01(a) and paid for those holidays in accordance with calculation under the *Employment Standards Act*.

ARTICLE 18 - VACATIONS

18.01 (a) An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

After one (1) year but less than three (3) years (five (5) of the ten (10) vacation days may be taken after six months of employment)	10 working days
After three (3) years but less than eight (8) years	15 working days
After eight (8) years but less than fifteen (15) years	20 working days
After fifteen (15) years but less than twenty-two (22) years	25 working days
After twenty-two (22) years but less than twenty-five (25) years	30 working days
After twenty-five (25) years and each year thereafter, an additional one (1) day per year to a maximum of an additional five (5) days.	

- i. All vacation entitlement must be utilized prior to the next employment calendar year, a unless mutually agreed upon between the employee and their Supervisor and/or Department Head.
- ii. The appropriate hours of vacation entitlement shall be placed in the employee's vacation bank on January 1 of each year, (see Article 18.05 for part time employee options). Should an employee start employment during

that calendar year, their vacation entitlement for that calendar year will be prorated.

- iii. Should an employee become entitled to increased vacation during a calendar year, such additional vacation shall be prorated for that calendar year.
 - iv. Employees may not run a negative balance of vacation entitlements notwithstanding the fact that vacation requests will be approved, although vacation credits will not be deducted from the bank until vacation is taken.
 - v. The process will, in essence, provide employees vacation before they have earned it. Accordingly, if an employee takes more vacation than they have earned before leaving the employment of the Corporation, the employee undertakes to agree to have the dollar value of that taken, but unearned vacation, deducted from their last pay.
 - vi. This change from anniversary to calendar year accrual will take place effective the January 1 after the date of ratification of this new Collective Agreement.
 - vii. It is recognized that in this transition from anniversary to calendar year accrual, there will be a one-time increase in the number of days in employee's vacation banks. Accordingly, effective the date of ratification of this new Collective Agreement, employees with a yearly entitlement of twenty (20) or more days will have the one-time opportunity to take two calendar years to use the entitlements given to them in this transitional year.
- (b) For those employees working on a four (4) day or a four and one-half (4.5) day schedule, forty (40) hours per week at the Regional Landfill site, the above schedule shall be interpreted as follows:

Five (5) working days is equivalent to the number of normally scheduled working days, which occur during the calendar week in which the employee's vacation is taken. Vacation pay shall be equivalent to the regular pay for the actual hours normally scheduled during the week in which the vacation was taken. Under no circumstances shall total vacation pay equal less than four percent (4%) of current gross income for each day of vacation entitlement as indicated in Article 18.01(a).

The yearly average daily hours for the Inspector, Transfer Station 2 and Labourer, Material Recovery Facility are seven and one-half (7.5) and eight (8) hours per day respectively. Vacation entitlements for those roles will be administered on an hourly basis and converted from the daily entitlements noted in Article 18.01(a) using the seven and one-half 7.5 and eight (8) hours per day equivalency noted above. Vacation use will be based on the actual hours normally scheduled for that day.

- (c) Employees who are absent from work for more than six (6) months, (save and except maternity and parental leave) in their vacation year shall have their vacation pay for that vacation year reduced by one twelfth (1/12) of their entitlement for each full calendar month they are absent beyond six (6) months. If an employee's absence extends into their second or subsequent vacation year(s) the same principle shall apply, one twelfth of the normal entitlement to vacation

pay shall be deducted for each full month of absence beyond six (6) months from the commencement of the absence.

This deduction shall apply to the amount of vacation pay only and does not affect the time off entitlement which shall accrue as provided in this article.

- (d) Where an employee has provided a licensed health care practitioner's health certificate that an illness or injury will be for a minimum of five (5) working days, and they will not be able to commence their vacation as scheduled, the employee may reschedule their affected vacation period and replace same with sick time provided the employer is notified no later than the employee's last scheduled workday prior to the commencement of their scheduled vacation.

18.02 Holidays During Vacation

Where a statutory holiday, as defined in Article 17 hereof, occurred during the employee's vacation period such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

18.03 Vacation Lists

Vacation lists will be posted no sooner than March 1st and no later than March 15th in any year and shall remain posted until April 1st, and finalized by April 15th of each year. Any conflict of vacation choices between employees within a department shall be decided on the basis of seniority up to April 15th. Any conflict with vacation choices that arise by any choice made after April 15th shall be decided in favour of the employee first requesting the vacation period over which there may be a conflict. Any choices made after April 15th, shall be responded to within fourteen (14) days of the request being made. The vacation list shall provide for employees to make at least two (2) choices for their vacation.

18.04 Employees may be permitted to take individual vacation days.

18.05 Part-time employees have the option of either (a) or (b) below:

- (a) Part-time employees shall receive payment, as part of their regular bi weekly pay, for vacation earned, corresponding to their years of service as per Article 18.01, paragraph 1.

Calculated on 1690 hours = 1 year

Less than 3 years	4%
3 – 8 years (or 5 calendar years, whichever occurs first)	6%
8-15 years	8%
15-22 years	10%
Over 22 years	12%

(WSIB advances are excluded because while it appears as part of gross pay, it is later recovered from the employee).

- (b) Those employees working part-time shall receive an annual vacation entitlement in hours corresponding to their years of service as per Article 18.01 (a), paragraph 1, and which is pro-rated to reflect the hours worked by the employee in the preceding calendar year.

18.06 All full-time employees shall have access to information regarding their unused vacation entitlement.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 The Corporation agrees to provide a Short-Term Income Protection Plan ("STIPP") without cost to the employee.

Entitlement to this plan commences after three (3) months of employment. Each full-time employee, regardless of hours, shall be entitled to the greater of sixty (60) hours or nine (9) shifts of STIPP pay per calendar year to compensate for absences due to total disability caused by illness, family dependent issues, hospitalization, or non-work related injury. Full-time employee's with compressed work weeks (standard week is fewer than five (5) shifts) will have annual STIPP entitlement hours/days calculated based on annual hours divided by 260 (52 weeks X 5 days/week).

In the first year of employment following the successful completion of the probationary period, new full-time employees will accumulate five (5) hours of sick pay per month for each month of employment in balance of the calendar year in which they are hired. New part-time employees will accumulate three (3) hours of sick pay per month for the balance of the calendar year in which they are hired.

Each part-time employee shall be entitled to a prorated amount of the sick pay entitlement for a full-time employee, based on their total number of hours worked in the previous calendar year, for example for forty (40) hour work week (2080 hours per year) taken as a fraction of the full entitlement of sixty (60) hours. Sick pay hours will be rounded to the next highest hour. 800 hours worked by a part-time employee in the previous calendar year would equal a 24 sick leave hour entitlement in the following calendar year ($800/2080 \times 60 = 23.07$).

Employees who are absent from work for more than six (6) months in the calendar year shall have their sick pay reduced by one twelfth (1/12) of their entitlement for each full calendar month they are absent beyond six (6) months. If an employee's absence extends into their second or subsequent sick pay year(s) the same principle shall apply, one twelfth (1/12) of the normal entitlement to sick pay shall be deducted for each full month of absence beyond six (6) months from the commence of the absence.

In January of the following year, unused sick hours will be paid out at the hourly rate in effect as of December 31.

19.02 A doctor's certificate must be presented to the Supervisor after sickness exceeding three (3) days.

- 19.03** Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick hours accrued to their credit.
- 19.04** (a) The Employer shall automatically deduct a sick day from the employee's legacy bank for the first day of absence unless otherwise notified at the time of the call-in. Furthermore an employee must state that they want to use part of their sixty (60 hours) when they call in.
- (b) Current sick banks may be applied until depleted to cover any waiting period and to top up any partial benefits to 100%.
- 19.05** Any employee failing to report to work due to sickness shall attempt to notify their immediate Supervisor or Department Head no later than two (2) hours before commencement of their normal work day.
- 19.06** **Short-Term Disability Insurance Plan (STD)**
- (a) For full-time employees and part-time employees working more than fifteen (15) hours per week.
1. Benefits will be paid on the first (1st) day of hospitalization, or out-patient procedures requiring a general anesthetic, on the first (1st) day of accident and on the fourth day of illness.
 2. The weekly insurance plan will provide 75 % of weekly earnings to the next higher \$1.00 to a maximum of \$1,700/week. Earnings are those in effect on the last day the employee was actively at work. For full-time employees, earnings mean the usual straight time earnings of the employee. For part-time employees, earnings will be based on scheduled time lost.
 3.
 - i) Benefits are payable for up to fifteen (15) calendar weeks for each separate claim based on the periodic medical certification the employee's doctor provides the Corporation.
 - ii) In the event an employee returns to their regular duties from Short-Term Disability, and experiences a recurrence of the same original claim, on-going treatment or testing, and as a result must again return to Short-Term Disability, such return to Short-Term Disability will be considered to be a continuance of the original claim. In order for it not to be considered a continuance of the original claim, the employee must have been performing at work the regular duties of their role for fourteen (14) calendar days.
 4.
 - i) If the Corporation has paid a benefit for any injury or illness in which any third party is or may be liable for damages, the employee will be required to fully refund the Corporation for the benefit paid by the Corporation to the employee upon settlement. In the event the third party benefit is a WSIB benefit, the employee will be required to reimburse the Corporation the net amount of payments paid by the Corporation as pay advances as outlined in Article 25 pending receipt of payments by the

employee from WSIB. Reimbursement is required when the amount of benefit paid, together with the amount recovered from the third party for lost income, equals or exceeds 100% of the benefit paid by the Corporation.

- ii) If the Corporation has paid a benefit for any injury or illness in which any third party (other than WSIB) is or may be liable for damages, the employee undertakes to reimburse to the Corporation the full amount received from the Corporation.

Following receipt of an invoice from the Corporation for weekly insurance payments now covered by a third party, the employee undertakes to provide cheques to the Corporation as per the repayment schedule arrangements. If the employee should return to work before the overpayment is satisfied, the Corporation is authorized to withhold 15% of future net wages and/or any other payments owing until the overpayment is satisfied. If this repayment schedule should cause financial hardship, it is the employee's responsibility to contact the Payroll Supervisor to make alternative repayment arrangements.

- (b) For employees working fifteen (15) or fewer hours per week coverage and application will be the same as for employees addressed in Article 19.06, with the exception that instead of payments being provided by the insurance carrier they will be provided by the employer.

19.07 In the event of illness of an employee while performing a job of higher classification, the employee shall receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's regular scheduled work day prior to the illness.

19.08 The Corporation will pay the cost of the Short-Term Disability Insurance Plan. The Corporation further agrees that it will pay the cost of a doctor's certificate required to qualify for the Short-Term Disability Insurance Plan and any subsequent certificates as may be required from time to time.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 An employee may be entitled to a leave of absence without pay and without loss of accrued seniority when the employee requests such leave for good and sufficient cause. Such request shall be in writing with as much notice as possible, including the reason for the leave and the anticipated start and stop dates of the leave. No request shall be unjustifiably denied.

No employee can request a leave of absence for the purpose of obtaining employment with another employer. (excluding condition outlined in Article 20.03)

20.02 Leaves of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting delegates to any regularly called Union Convention or Seminar. No more

than four (4) employees may leave at one time. Two (2) weeks notice shall be given before such leave.

The Corporation will continue to pay such employee(s) at the employee's regular rate of pay and continue the employee's health and welfare benefits for which the Union will reimburse the Corporation for such wages and benefit costs.

20.03 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, may be granted a leave of absence without pay for a maximum period of two (2) years.

20.04 Where leave of absence is granted without pay in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence without pay in excess of thirty (30) days, such employee may elect to pay the applicable premiums required to continue their health & welfare benefits to which they may be entitled under this Agreement for the remaining duration of their leave.

All requests for leave in excess of thirty (30) days must be approved by the Department Head. Any denial for request of leave shall be subject to the grievance and arbitration process of the Collective Agreement.

Any request for leave under this provision shall be responded to within ten (10) calendar days of the request being made.

For leaves in excess of thirty (30) days, pay grid movement will be delayed by the length of the leave.

In the situation where an employee is a member of the Canadian Armed Forces Reserve, and is deployed for overseas service, such time away from their position with the Corporation will not be deducted from the employee's seniority or pay grid progression.

- 20.05** (a) A leave of absence to a maximum of five (5) consecutive days leave in conjunction with the funeral/memorial, without loss of pay for scheduled shifts missed during such leave, shall be granted in the case of the death of an employee's parent, spouse partner, child or step-child, step-father, step-mother.
- (b) A leave of absence to a maximum of three (3) consecutive days leave in conjunction with the funeral/memorial, without loss of pay for scheduled shifts missed during such leave, shall be granted in the case of the death of an employee's brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, or any relative who has been residing in the same household of the employee. If the burial occurs more than 500km from the County of Essex and the employee attends the burial, the employee shall be granted five (5) consecutive days leave without loss of salary or wages for those shifts previously scheduled.

20.06 An employee requested to be pallbearer or active participant at the funeral of a family member or close friend on one (1) of his regularly scheduled work days, shall be granted that day off without loss of salary or wages.

- 20.07** An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages to attend the funeral of an uncle, aunt, niece or nephew.
- 20.08** An employee shall be allowed a maximum of one-half (½) day off without loss of salary or wages to attend the funeral of a close friend, providing such absence has been approved by the Department Head and providing the funeral is held on a work day.
- 20.09** **Jury Duty/Court Attendance**
The Corporation shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Corporation shall pay such employee the difference between their normal earnings and the payment the employee receives for jury service or witness fees, excluding payment for travelling, meals or other expenses. The employee will present proof of service and amount of pay received.
- 20.10** **Time off for Elections**
Employees shall be allowed four (4) consecutive hours off without loss of pay before the closing of the polls in any federal, provincial, or municipal election or referendum.
- 20.11** **Payment for Leaves**
Payment for leaves with pay shall be calculated to reflect the total number of hours for which an employee is scheduled at a regular rate of pay.
- 20.12** **Union Leave**
If the Union President is covered by this Collective Agreement (a member of Local 2974.1), the employee, shall be granted the second Thursday (one (1) shift) of each month off, with no loss of wages, to attend to Union matters.
- The 2974.1 Sub-Unit Chair will be provided union time as follows:
1. A total of thirty (30) minutes per work day to attend to union matters.
 2. Other than in emergency situations, or otherwise mutually agreed, union matters attended to by the Sub Unit Chair will be limited to those noted above in #1.
 3. It is agreed that in rare cases where a unionized employee is not available to backfill the Sub Unit Chair during these thirty (30) minutes of daily time to attend to union matters, that non-union staff may back fill.
 4. Any unused hours cannot be carried over.
 5. It is recognized that for operational or other reasons, on an exception basis that the parties can agree to a deviation from the times noted above in #1.
- 20.13** **Suspended Driver's License**
In the event an employee's driver's license is suspended, the Employer agrees to grant the employee a leave of absence without pay or benefits for up to two (2) years or until such time as the license has been reinstated without conditions,

whichever comes first. The Employee's seniority will accrue for the first thirty (30) days of absence only.

20.14 Military Service Leave

In the event an Employee is called to duty to serve in the Military, following the administration of paid military leave per Corporate policy, he or she shall immediately be put on an unpaid leave of absence, without loss of seniority for the duration of the leave and shall have their seniority adjusted as if they were actively at work for the duration of the leave.

For a period not to exceed one (1) year of military leave, the Employer will provide the major medical and dental benefits coverage, as provided by the Employer's insurance provider to the employee and/or their family for any periods within that one year leave when the Military is not providing major medical and dental benefits coverage to the employee or their family. For military leaves beyond one year, the Employee may elect to pay the applicable premiums required to continue their benefits for the remaining duration of the leave.

The Employee will have the option of being paid out for all hours banked or vacation earned on the next pay period or may choose to keep it banked until they return. The Employee, once they have completed their leave, will return to their original position.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

21.01 Pregnancy and Parental Leave shall be granted in compliance with the Employment Standards Act R.S.O. 1990, c.E 14 as amended, except as amended herein.

21.02 Pregnancy Leave may cover a period up to seventeen (17) weeks in length and parental leave, if the child was born or came into the employee's care, custody and control for the first time may cover a period up to thirty-five (35) weeks if the employee took pregnancy leave or thirty-seven (37) weeks, if the employee did not take pregnancy leave. During this period an employee's seniority shall continue to accumulate.

21.03 The Employer shall continue to pay the premiums payable by the Employer to maintain those benefits in which the employee is currently enrolled during a period of approved pregnancy or parental leave.

21.04 On return from pregnancy or parental leave an employee shall have the right to return to their former position. Such employee shall, thirty (30) days prior to the expiry of such leave, confirm their intention to return to work or extend their leave as applicable.

21.05 Parental Leave

An employee who has been employed at least thirteen (13) weeks is entitled to parental leave after the day a child comes into the custody, care and control of the employee for the first time, within the limits set out in Article 21.02 above. It is understood and agreed that such an employee shall retain and accumulate full seniority rights and benefits while on such leave. It shall be the responsibility of

the employee to notify their supervisor/manager at least thirty (30) days prior to the date upon which the employee is to return to work, confirming their intention to return.

21.06 A pregnant employee who is unable to perform her regular duties shall provide appropriate medical documentation confirming this fact and listing, as well, her restrictions. The Corporation will, in accordance with its right and responsibilities under the Human Rights Code, make every effort to use its best efforts to accommodate these restrictions. Any such accommodations shall not cause the employee to suffer any reduction in rate of pay, benefits or hours of work during the period of accommodation.

21.07 Supplemental Compensation (Pregnancy Leave)

- (a) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22, or 23 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.
- (b) The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

21.08 Supplemental Compensation (Parental Leave)

- (a) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22, or 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between eighty percent (80%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs will serve as proof that the employee is in receipt of Employment Insurance parental benefits.
- (b) The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal

weekly hours, plus any wage increase or salary increment that the employee would be entitled to if the employee were not on parental leave.

- (c) In the case that an employee elects to receive extended Employment Insurance parental benefits, such that his or her weekly benefit is reduced, the Employer's financial obligation under this Article shall not increase. For greater clarity, the value of the supplemental compensation that the Employer is obligated to provide to the employee shall be the same as if the Employee had not elected to receive extended Employment Insurance parental benefits. Such supplemental compensation shall continue to be paid for the period described in this Article.

ARTICLE 22 - CLASSIFICATION & RECLASSIFICATION

22.01 (a) Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee and/or employer feels a job which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

- (b) The Employer agrees to not change any classification title until it has been posted for seven (7) calendar days, and the Union receives written notification of the change.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 Where the introduction of technological change or new methods of operation will displace (or result in lay-off) any employee, the Employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implication with the Union before putting such technological change or new method of operation in place. The Corporation will make every effort to retrain or to provide alternative employment for such employees.

23.02 The Union shall have input on ergonomic suitability of work stations.

ARTICLE 24 - PAYMENT OF WAGES

24.01 Pay Days

The Corporation shall pay salaries and wages every two (2) weeks. Each remittance slip for each employee shall contain itemized calculations of their wages and deductions. The salaries and wages shall be paid in accordance with the salary grid in Schedule A of this Agreement. Full-time employees shall advance through the Salary Grid on the anniversary of the date upon which they were hired by the Employer with new rates effective from said date.

Reference Schedule A for Part-time employee salary progression.

24.02 Automobile Allowances

For the use of personal vehicles for the purpose of the Corporation's business, the Corporation will reimburse the employee's approved mileage claim at a rate per kilometre traveled as established by the Department of Finance-Canada at the rate allowance as a tax-exempt allowance.

The Corporation shall advise the union annually in writing within 30 days of receipt of the rate from the Department of Finance-Canada, with the rate taking effect as of January 1st.

The Corporation agrees that the rate shall not be less than \$.30/kilometer.

24.03 (a) Higher Ranking Pay

Where any employee is at the request of the Supervisor or Department Head required to perform the duties of a higher-ranking position, such employee shall be paid at the rate on the gridline of the higher-ranking position that provides an increase. To be eligible for such higher-ranking pay, the employee must

- a) Be expected and relied upon to substantially perform core job duties of the role; and
 - b) Be transferred to the position and required to perform such duty for a period of one (1) working day or more.
- (b) If an employee is promoted to a higher-ranking position such employee shall be paid the appropriate wage grid value, which shall be the grid value in the higher-ranking position that is at least 2% more than the employee's present rate. Such employee shall proceed through the new wage grid in accordance with the employee's anniversary date in the new position. All wage adjustments will be effective from said date.

24.04 (a) Longevity Pay

In recognition of the principle that a long service employee is of increased value to the Employer through their acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	\$140.00
After ten (10) years of service	\$280.00
After fifteen (15) years of service	\$420.00
After twenty (20) years of service	\$560.00
After twenty-five (25) years of service	\$720.00
After thirty (30) years	\$840.00

This Long Service Pay shall be paid on the payroll immediately preceding November 30th of each year. On severance or retirement an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30th to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

- (b) Part-time employees who have completed five (5) calendar years of employment shall receive longevity pay on a pro-rata basis. This pro-rating shall reflect the

average weekly hours worked by the employee in the last five (5) years of service, and shall be due by December 20th each year.

e.g. If an employee works three (3) six and one-half (6½) hour days work per week, their longevity pay would be:

$$\frac{19\frac{1}{2}}{32\frac{1}{2}} \times \text{appropriate amount of longevity pay}$$

It is further agreed and understood that should a part-time employee who was eligible for longevity pay become a full-time employee, but their adjusted seniority equates to less than five (5) years, such employee shall continue to receive a pro-rated longevity pay until such time as the adjusted seniority date equates to the appropriate longevity pay increment.

- 24.05** Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

ARTICLE 25 - WORKPLACE SAFETY AND INSURANCE AWARD

- 25.01** Any employee prevented from performing their regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, and has accumulative sick leave credits, shall receive a full salary from the Corporation. One and one-half (1 ½) out of every ten (10) days of absence of said employee shall be deducted from the employee's sick leave. Any monies received by the employee from the Workplace Safety and Insurance Board shall be paid directly to the Corporation.

- 25.02** Where an employee who is absent as the result of an injury or illness sustained at work and who has made application for compensation pursuant to the Workplace Safety and Insurance Act of Ontario, the Corporation will pay the employee a pay advance.

On January 1 of each year each full-time employee will be provided fifteen (15) weeks of pay advance credits to be used for these purposes. Part-time employees will be provided seven (7) weeks of pay advance credits. Unused pay advance credits have no value and are removed at the end of the calendar year.

Pay advances will be based on the following formula:

Pay advance = (Regular straight time hourly rate drawn from remaining number of pay advance week credits less (CPP-EI-Tax) x 85%

If the claim has not been approved by the Workplace Safety and Insurance Board the employee undertakes to repay the amount of the pay advances to the employer in accordance with the process outlined in Article 19.06 (4) (i). Further, at the exhaustion of the employee's entitlement to these pay advance credits, the employee may apply for STIPP as provided in Article 19.01 and Long-Term Disability as provided in Article 30. If the claim is subsequently approved, Article 19.06 (4) (i) shall apply.

While an employee is receiving Compensation from the Workplace Safety and Insurance Board, an employee's seniority will continue to accumulate. Seniority for the above provisions for Part-time employees shall be calculated on a pro-rated basis in accordance with the previous sixteen (16) weeks worked by them prior to the absence.

ARTICLE 26 - CLOTHING

26.01 A clothing allowance shall be paid by separate cheque on the first full pay in January of each year to the following employees:

Design Engineer	\$100.00
Engineering Technologist	\$190.00
Inspector	\$190.00
Active Transportation Coordinator	\$80.00
Field Service Engineer	\$190.00
Traffic Engineer	\$80.00
Environmental Coordinator	\$80.00
Scale Clerk/Weighperson	\$190.00
Building Maintenance Staff	\$190.00
Waste Diversion Coordinator	\$100.00

EWSWA Inspectors, EWSWA Technician, EWSWA Labourers shall receive a clothing allowance, minimum value \$200.00 on May 1st and October 1st of each year.

All permanent employees who are required to wear safety footwear in accordance with the Employer's Policy or the Health and Safety Act shall receive an allowance of \$150.00. This allowance shall be paid during the first full pay period in January of each year, in addition to any clothing allowance or issue that an employee may receive.

ARTICLE 27 - STRIKES AND LOCKOUTS

27.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievance, the Union agrees that during the life of this Agreement, there will be no strike, picketing, resulting in a slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lock-out.

ARTICLE 28 - JOB SECURITY

28.01 (a) Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not perform the duties of any jobs, which are included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

(b) Subject to Article 28.02, no permanent full-time member of the Bargaining Unit in the employ of the Corporation as of the first day of January 1999, shall be laid

off during the term of the Contract as a result of the Corporation contracting out all, or in part, work then being performed by such member.

- 28.02** Temporary projects funded primarily by Government grants shall be subject to Article 28.01 as far as practicable to do so. Should the funding problems arise to the extent that the program is in jeopardy of continuing, then the County will enter into discussion with the Union to seek acceptable alternatives to contracting out of the service being performed.
- 28.03** Any employees affected by contracting out shall be entitled to all provisions of this Collective Agreement including seniority and lay-off rights.

ARTICLE 29 - GENERAL CONDITIONS

- 29.01** The Corporation will provide, in each Department, bulletin boards and electronic notice boards for the use of employees.
- 29.02** Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine had been used where the contexts of the party or parties hereto so require.
- 29.03** All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement but may be modified by mutual agreement between the Corporation and the Union.
- 29.04** The Corporation and the employees will cooperate to ensure adequate safety and health condition for all employees of the County.
- 29.05** **Copies of Agreement**
The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Corporation shall provide access to a copy of the Agreement on the County intranet page within thirty (30) days of signing. If an employee requests a hard copy, one will be provided.

ARTICLE 30 - WELFARE BENEFITS

- 30.01** Present benefits to be maintained at present levels of coverage and service. The Corporation agrees to pay the premium cost of the benefits set out in Article 30.01(a), (b), (c), (f), and (g).
- (a) Benefits provided through the provider and referred to as Extended Health Benefits include:
- Drug Expenses (\$3.00 dollars)
 - Vision Care (\$500.00 dollars every twenty-four (24) months)
 - Supplementary Hospital Expenses
 - Supplementary Health Care Expenses and Dental Expenses
- Major Services:
Crowns – 50% Co-Pay, \$1500.00 per covered person per calendar year

Orthodontic Services – 50% Co-Pay, \$2500.00 per covered person per lifetime
 Chiropractic Services – \$400.00 per covered person annually
 Psychologist/MSW – \$500.00 per person per year
 Massage Therapy – twenty (20) visits per calendar year for the employee and a maximum of twenty (20) visits per calendar year for family members, with a calendar year maximum of \$1,000 for family members

- (b) Benefits provided through the provider and referred to as Insurance Benefits include:

 Life Insurance (2 x annual salary) – effective April 1, 2015
 Long-Term Disability Insurance (66 2/3% up to \$3,500 a month) – effective January 1, 2021
- (c) Short-Term Disability - Employer funded plan (see Article 19)
- (d) O.M.E.R.S.
- (e) Optional-Life Insurance (available by payroll deduction)
- (f) Benefit Coverage for Early Retirees - The Corporation will pay full benefits as referred to in Article 30.01(a) with the exception of Long-Term Disability Insurance, Short-Term Disability Insurance, Life Insurance and O.M.E.R.S. for those employees who are eligible for an unreduced pension under O.M.E.R.S. to age sixty-five (65).
- (g) Benefit Coverage for Dependent Spouse and children - The spouse and dependents of any deceased employee having attained a minimum of fifteen (15) years seniority will be entitled to coverage of health benefits until the spouse reaches age sixty-five (65) or until he or she remarries.

A detailed description of these benefits is contained in a manual especially prepared by the Insurer and will be provided to the employee under separate cover.

- (h) The employer shall continue to pay for all premiums for Health & Welfare Benefits up to twenty-four (24) months consecutively, for those employees on Sick Leave, LTD or WSIB. A detailed description of these benefits, in a manual especially prepared by the Insurer, will be made available to employees in electronic format on the County intranet page within thirty (30) days of ratification.

- 30.02** (a) A Part-time employee who, after being employed for a three (3) consecutive month period by the Corporation, works for an average of twenty-four (24) hours or more over a seven (7) consecutive week period, shall qualify for benefit coverage in accordance with this Article.
- (b) After the employee has qualified under (a) as noted above and should the employee work less than an average of twenty-four (24) hours per week over the most recent seven (7) consecutive week period, they will not need to work an

additional three (3) month waiting period to qualify for benefits. The employee's benefits will be immediately re-instated once the employee has once again worked for an average of twenty-four (24) or more hours over the most recent seven (7) consecutive week period.

The employee shall be immediately notified whenever there is a change in the status of their benefits.

- 30.03** All employees who continue to be employed beyond the age of sixty-four (64), and who are qualified under the terms of the benefits plans will be provided with the same benefits as all eligible employees with the exception of Life Insurance which shall be provided but reduced by 50% and the exclusion of Long-Term Disability (LTD) and Accidental Death and Dismemberment (A.D.&D.). These benefits will be provided until the age of eighty (80) or retirement; whichever occurs first.

ARTICLE 31 - TERMINATION

- 31.01** This Agreement shall continue in full force and effect up to and including the 31st day of March, 2023. Unless either party notified the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration of this Agreement that it desires to amend this Agreement, this Agreement will continue to remain in effect from year to year.

- 31.02** Retroactivity shall be paid within three (3) full pay periods following notification of ratification.

- 31.02** Increases in the wage rate shall be retroactive and paid from April 1, 2020 to all employees in the bargaining unit at that date. Unless otherwise specified, all other terms shall be effective as and from the date of ratification by both parties.

In the case of employees who have ceased to be an employee, a cheque in the amount of any retroactive payment shall be forwarded to the last known address of said employee. Should the cheque be returned to the Corporation as undeliverable, the Corporation will make every reasonable effort, including forwarding this information to the Union, to locate the address of the former employee.

Retroactivity shall be paid within two (2) full pay periods following notification of ratification.

- 31.03** This Agreement may be extended for a specified period by mutual agreement of the parties.

IN WITNESS WHEREOF the said Corporation has hereunto affixed its Corporate Seal duly attested by its proper officers in that behalf, and the Union has hereunto affixed its Corporate Seal by its proper officers in that behalf.

THE CORPORATION OF THE COUNTY OF ESSEX

PER 


CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2974.1

PER J. S. Jovanovic
J. S. Jovanovic (Mar 28, 2021 16:02 EDT)

KWodzinski
KWodzinski (Mar 29, 2021 10:10 EDT)

SCHEDULE 'A'

Shift Premium: Maintenance I and building maintenance employees = \$0.50 per hour for shift commencing after 3:00 p.m.

University/College co-op students would be paid 100% of the low of band 1 value vs the student wage which is 75% of the low grid value.

April 1, 2020 1.75% retro paid within forty-five (45) days of ratification
 April 1, 2021 1.40%
 April 1, 2022 1.40%

	Job Positions	Standard Weekly Hours	Effective	Low	Mid-Low	Mid	Mid-High	High
Band 14	Field Service Engineer	35	1/4/2020	34.74	36.20	37.66	39.17	40.63
379-398	Traffic Engineer	35	1/4/2021	35.23	36.71	38.19	39.72	41.20
	Engineering Technologist	35	1/4/2022	35.72	37.23	38.73	40.28	41.78
Band 13	Active Transportation Coordinator	35	1/4/2020	33.71	35.13	36.55	38.01	39.43
359-378	Environmental Coordinator	35	1/4/2021	34.18	35.62	37.06	38.54	39.98
	Design Engineer	35	1/4/2022	34.66	36.12	37.58	39.08	40.54
	Housing with Supports Worker	35						
Band 12	Inspector	35	1/4/2020	32.70	34.07	35.45	36.86	38.24
339-358	Financial Analyst	35	1/4/2021	33.16	34.55	35.95	37.38	38.78
			1/4/2022	33.62	35.03	36.45	37.90	39.32
Band 11	Waste Diversion Coordinator	35	1/4/2020	31.67	33.00	34.34	35.71	37.04
319-338	Maintenance Lead Hand	37.5	1/4/2021	32.11	33.47	34.82	36.21	37.56
	Communications Coordinator	35	1/4/2022	32.57	33.94	35.31	36.72	38.09
	Network Analyst	35						
Band 10	Accounting Clerk B, EWSWA	35	1/4/2020	30.65	31.94	33.23	34.56	35.85
299-318	Computer Technician	35	1/4/2021	31.08	32.39	33.70	35.04	36.35
			1/4/2022	31.52	32.84	34.17	35.53	36.86
Band 9	Environmental Technician, Reg. Landfill	40	1/4/2020	29.63	30.87	32.12	33.40	34.65
279-298			1/4/2021	30.04	31.31	32.57	33.87	35.14
			1/4/2022	30.46	31.75	33.03	34.35	35.63
Band 8	GIS Technician	35	1/4/2020	28.61	29.81	31.02	32.26	33.46
259-278	Administrative Assistant, EWSWA	35	1/4/2021	29.01	30.23	31.45	32.71	33.93
	Accounting Clerk A, EWSWA	35	1/4/2022	29.42	30.66	31.90	33.17	34.41
	Clerk Typist, EWSWA – Recycling Centre	35						

	Job Positions	Standard Weekly Hours	Effective	Low	Mid-Low	Mid	Mid-High	High
Band 7	Maintenance II	37.5	1/4/2020	27.57	28.73	29.90	31.09	32.25
239-258	Administrative Assistant, ISD	35	1/4/2021	27.96	29.14	30.31	31.52	32.70
	Clerk/Bookkeeper, Payroll	35*	1/4/2022	28.35	29.55	30.74	31.97	33.16
	Administrative Assistant, Roads	40						
	Clerk/Bookkeeper, Finance	35						
	Labourer, Material Recovery Facility	*						
Band 6	Labourer II, Regional Landfill	40	1/4/2020	26.56	27.67	28.79	29.94	31.06
219-238	Inspector, Regional Landfill	40	1/4/2021	26.92	28.06	29.19	30.36	31.49
			1/4/2022	27.30	28.45	29.60	30.78	31.93
Band 5	Inspector, Transfer Station 2	*	1/4/2020	25.53	26.61	27.68	28.79	29.86
199-218			1/4/2021	25.89	26.98	28.07	29.19	30.28
			1/4/2022	26.25	27.35	28.46	29.59	30.70
Band 4	Labourer I, Regional Landfill	40	1/4/2020	24.51	25.54	26.58	27.64	28.67
179-198	Scale Clerk/Weighperson, Transfer Station 2	40	1/4/2021	24.85	25.90	26.95	28.02	29.07
	Clerk Typist, EWSWA – Civic Centre	19.5	1/4/2022	25.21	26.27	27.33	28.42	29.48
Band 3	Maintenance I	37.5	1/4/2020	23.49	24.48	25.46	26.48	27.47
159-178	Scale Clerk/Weighperson, Regional Landfill	40	1/4/2021	23.81	24.81	25.82	26.85	27.85
			1/4/2022	24.15	25.16	26.18	27.22	28.24
Band 2			1/4/2020	22.47	23.42	24.36	25.33	26.28
139-158			1/4/2021	22.79	23.75	24.70	25.69	26.65
			1/4/2022	23.10	24.07	25.05	26.05	27.02
Band 1	Copier Operator/Mail Room Clerk	32.5	1/4/2020	21.44	22.35	23.25	24.18	25.08
119-138			1/4/2021	21.74	22.66	23.57	24.51	25.43
			1/4/2022	22.05	22.98	23.91	24.86	25.79

* Please see Article 15.01 – Hours of Work for exceptions.

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1

RE: Government or Job Creation Projects

The parties noted above, agree that the following provisions shall be applied with respect to Government Grant and/or Job Creation Projects. It is understood and agreed that any or all said provisions may be amended for a specific project or program without prejudice or precedent where the parties agree that such amendments are appropriate.

- 1) The Employer agrees to provide the Union with a copy of all applications for Government Grant or Job Creation Projects at the time such applications are made.
- 2) The Union agrees to endorse applications which meet the terms and conditions of this Letter of Understanding and will notify the Employer within ten (10) days of receipt of application which the Union does not feel meet these terms and conditions.
- 3) New employees hired solely for the purpose of a Government Grant or Job Creation Projects shall receive, in regards to benefits, statutory benefits only. (e.g. vacations, paid holidays)
- 4) Rates of pay shall be in accordance with Schedule "A" or as established by mutual agreement between the Union and the Employer.
- 5) Hours of work shall be as set out in the program application.
- 6) **OVERTIME:** No overtime will be permitted for any worker in the program.
- 7) **JOB POSTINGS:** Applicants from employees on Government Grant or Job Creation Projects shall not be considered until after any applications from employees with seniority.
- 8) **LAY OFFS:** As workers hired for a definite term on a specific project, the provisions of Section 40(1) and (2) of the Employment Standards Act shall not apply to new employees hired solely for the purpose of a Government Grant or Job Creation Project.
- 9) **DURATION OF EMPLOYMENT:** No Government Grant or Job Creation Project employee shall be employed for more than six (6) consecutive months without the agreement of the Union. Where the Union agrees to a term of employment longer than six (6) months, seniority shall not be acquired unless specifically provided for in such agreement.

- 10) **UNION MEMBERSHIP DUES AND ORIENTATION:** In accordance with the provisions of the Collective Agreement, the Employer shall acquaint new employees of the fact that a Union Agreement is in effect and the conditions of employment as set out in said Agreement and this letter.
- 11) **JOB SECURITY:** Government Grant and Job Creation employees shall be laid off prior to employees with seniority and no new Government Grant or Job Creation employees will be hired while any employee with seniority is on lay-off.
- 12) It is agreed that in the event that a laid-off employee or an employee about to be laid off does not wish to work on a current and/or future project or is deemed by the Employer and the Union to be non suited for the work involved in said project, the provisions of sub-section 11 shall not apply with respect to such employee.
- 13) Copies of all Grant Applications and correspondence related thereto shall be processed in accordance with Article 7.01 of the Collective Agreement.

Dated this 25 day of March, 2021.

FOR THE EMPLOYER



FOR THE UNION


J. S. Jovanovic (Mar 28, 2021 16:02 EDT)


KWodzinski (Mar 29, 2021 10:10 EDT)

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1


RE: Pay Equity Maintenance Committee

The parties acknowledge and affirm their agreement on a Letter of Understanding regarding a new Job Evaluation process dated July 8, 2016 which LOU, and all attachments and/or appendices thereto, shall be deemed for all purposes to be incorporated by reference into this Collective Agreement.

No Union Employee shall suffer any loss of wages, seniority or benefits by reason of the time spent as a Union Appointment to any committee involved in the Pay Equity Maintenance Program Joint Job Evaluation Committee (including the Steering Committee).

Dated this 25th day of March, 2021.

FOR THE EMPLOYER



FOR THE UNION



J. S. Jovanovic (Mar 28, 2021 16:02 EDT)


K. Wodzinski (Mar 29, 2021 10:10 EDT)

LETTER OF UNDERSTANDING

between

CORPORATION OF THE COUNTY OF ESSEX

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1

RE: Direct Deposit Payroll Administration

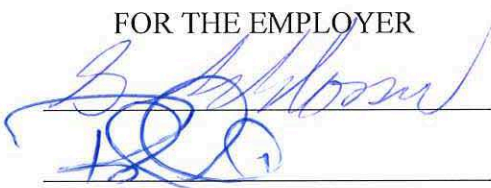
In order to implement a Direct Deposit Payroll system, the Employer finds it necessary to adjust the existing pay days to achieve a uniform, employer-wide standard date. The parties agree to alter the present pay day schedule by one week, and to affect a uniform one week holdback for each and every employee.

Those employees who presently are paid currently to date (salaried employees): the Employer will implement a holdback on one weeks' pay. The Employer agrees to pay each existing employee a one-time lump sum payment equivalent to one week's pay, to be recovered upon the employee leaving the employ of the Corporation.

Those currently under one week holdback (hourly rated employees): the Employer agrees to issue an interim one week pay cheque prior to implementation of the Direct Deposit System.

Dated this 25th day of March, 2021.

FOR THE EMPLOYER



FOR THE UNION

J. S. Jovanovic
J. S. Jovanovic (Mar 28, 2021 16:02 EDT)

KWodzinski
KWodzinski (Mar 29, 2021 10:10 EDT)

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS Local 2974.1

RE: Inspector Night Time Hours of Work

Without Prejudice or Precedent:

THE PARTIES AGREE that the following shall apply:

1. In accordance with Article 16.08 of the Collective Agreement, this assignment will be offered to the inspector that was assigned to the job (job ownership) first. If the job is not currently assigned to an Inspector, then it will be assigned to the most senior of the eligible Inspectors, first. The more senior Inspector or the inspector with "job ownership" will be assigned as the primary Inspector for the project, with others filling in as required.
2. In accordance with Articles 16 and 17 all hours worked outside of the employee's normal daily hours are paid at time and one-half (1½) their regular hourly rate. The hours noted in #2 are outside of the normal working hours and will therefore be paid at time and one-half (1½) their regular hourly rate. In accordance with Article 16.07, the employee may choose to take lieu time.
3. Paid hours worked on paid holidays beyond the normal daily hours of six and one-half (6.5) hours, in accordance with Article 16.06 will be paid at double their regular hourly rate.
4. In accordance with Article 16.02, all work performed on Sunday will be paid at the rate of double their regular hourly rate.
5. For OMERS purposes, these employees will receive and have OMERS contributions calculated based on their normal daily hours or work multiplied by their regular rate of pay, up to a maximum of their normal weekly hours of work.
6. All rights, benefits, privileges and conditions of the Collective Agreement shall continue to apply.

Dated this 25 day of March, 2021.

FOR THE EMPLOYER



FOR THE UNION

J. S. Jovanovic
J. S. Jovanovic (Mar 28, 2021 18:02 EDT)

K. Wodzinski
K. Wodzinski (Mar 28, 2021 10:10 EDT)

MEMORANDUM

Between

THE CORPORATION OF THE COUNTY OF ESSEX

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS Local 2974.1

RE: Title Change

THE PARTIES AGREE that the following title changes shall apply:

<u>Band</u>	<u>Old Title</u>	<u>New Title</u>
14	Engineering Technician	Engineering Technologist
14	Not in CA	Traffic Engineer
13	Environmental Assessment Coordinator	Environmental Coordinator
13	Home Visitor, Home Support	Housing with Supports Worker
12	Draftsperson	Inspector
11	Community Relations Coordinator	Communications Coordinator
11	Not in CA	Network Analyst
11	Maintenance Person Leadhand	Maintenance Lead Hand
11	Prog. Asst. Spec. Projects	Waste Diversion Coordinator
9	Environmental Technician	Environmental Technician, Regional Landfill
8	Clerk Typist – EWSWA	Clerk Typist, EWSWA – Recycling Centre
7	Maintenance Person II	Maintenance II
7	Clerk Bookkeeper II, Finance/Payroll	Clerk/Bookkeeper, Payroll
7	Clerk Bookkeeper I, Finance	Clerk/Bookkeeper, Finance
7	Secretary, Finance/Planning/EMS	Clerk/Bookkeeper, Finance
7	Clerk Bookkeeper, Roads Maintenance	Administrative Assistant, Roads
7	Secretary, Engineering	Administrative Assistant, ISD
6	Landfill Inspector	Landfill Inspector, Regional Landfill
6	Weighperson	Scale Clerk/Weighperson
6	Labourer 2, Landfill	Labourer II, Regional Landfill
5	Landfill Inspector	Landfill Inspector, Transfer Station 2
4	Clerk Typist – EWSWA	Clerk Typist, EWSWA – Civic Centre
3	Housekeeping/Security	Maintenance I

Dated this 25 day of March, 2021.

FOR THE EMPLOYER



FOR THE UNION

J. S. Jovanovic
J. S. Jovanovic (Mar 28, 2021 16:02 EDT)

K. Wodzinski
K. Wodzinski (Mar 29, 2021 10:10 EDT)

