

# COLLECTIVE AGREEMENT

Between

The Corporation of Haldimand County  
(The Employer)



And

The Canadian Union of Public Employees  
And Its Local 4700 (Haldimand)  
(The Union)

# ***CUPE·SCFP 4700***

For the Period

January 1, 2016 to December 31, 2019

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## **ARTICLE 1 - PURPOSE**

### 1.1

NOW THEREFORE the Parties agree as follows:

The general purpose of this agreement is to establish and maintain harmonious and respectful relations between the Corporation of Haldimand County and its employees.

Recognizing the common dependence of the Corporation and its employees upon the success of the business of municipal government, the Parties to this agreement support the mutual objectives of increased efficiency and effectiveness and jointly promote the goodwill between the parties that is necessary to the achievement of this goal.

## **ARTICLE 2 – DEFINITIONS**

### 2.1

Full-time employees are those regularly employed for more than twenty-four (24) hours per week.

Permanent Part-time employees are those regularly employed for twenty-four (24) hours per week or less

### 2.2

"Days" as used in this Agreement shall mean calendar days.

"Working day" means a day when an employee has regularly scheduled work hours.

### 2.3

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

### 2.4

"Sickness" shall refer to a period of time during which an employee is ill and includes incapacity due to a non-work related accident.

### 2.5

"Probation" shall be deemed to refer to a period of observation and assessment for a newly hired permanent employee, subject to Article 14.3 and 14.4.

### 2.6

"Trial Period" shall be deemed to refer to a period of observation and assessment for a permanent employee being transferred or promoted to a different position. In the case of transfer or promotion, Article 14.9 shall apply.

2.7

"Temporary employee" shall refer to an employee who has been hired for a specific term or task who is currently not holding a permanent position within this Bargaining Unit excluding permanent employees currently on lay off and students.

2.8

"Student" shall refer to an employee who has been hired into a position listed under Schedule "B" and who meets the criteria of being a student, including but not limited to, being enrolled in or returning to school on a full-time basis the following semester.

2.9

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

2.10

"Capability" shall be defined as having the competency, ability, or fitness required.

2.11

"Vice President" shall refer to the Haldimand County bargaining unit member who serves on the CUPE Local 4700 executive team. In the event that the President is a Haldimand County bargaining unit member, and there is no Vice President assigned to Haldimand County, it is understood that where the term Vice President is used in the Collective Agreement, it shall mean President.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1

The Union recognizes and acknowledges that the Employer has the exclusive right to manage and direct its affairs and operations in all respects and, without limiting the generality of the foregoing, the right to:

- (a) maintain order, discipline and efficiency;
- (b) make, alter and enforce reasonable rules and regulations to be observed by its employees;
- (c) hire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, suspend or discharge employees, providing only that a claim of unfair transfer, demotion, discipline or suspension, layoff or a claim that an employee has been discharged without reasonable cause, may be the subject of a Grievance to be dealt with as herein provided, to plan and control operations; to select and retrain employees for positions excluded from the bargaining unit provided the written consent of such employee is first obtained; and to transfer employees into the bargaining unit;

Note: When transferring a non-bargaining unit employee into the bargaining unit, the Employer shall advise the Union in writing, stating the reason why.

- (d) generally to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management including to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work.

### 3.2

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

## **ARTICLE 4 - RECOGNITION AND COVERAGE**

### 4.1

The Employer recognizes Local 4700 (Haldimand) of the Canadian Union of Public Employees, as the sole and exclusive collective bargaining agent for positions as listed in the Ontario Labour Relations Board ruling signed off on October 1, 2001 and positions added since that time as identified in Hourly Wage Rates - Schedule A as well as Student Hourly Wage Rates – Schedule B as attached to this agreement. For greater clarity, the following positions are excluded from the Bargaining Unit: supervisors and persons above that rank, administrative support, persons employed in Grandview Lodge, persons covered by collective agreements between the Employer and other Trade Unions, persons employed by Boards or Agencies which come under the jurisdiction or supervision of the Corporation of Haldimand County, and crossing guards.

### 4.2

- (a) The Employer shall not negotiate with any Party other than the elected representatives of the Union to amend or alter the terms or conditions of the Collective Agreement.
- (b) Whereas the parties recognize that there may be, from time to time, a need to amend an Article(s) to the Collective Agreement, amendments shall be drafted as a Letter of Understanding and shall be subject to ratification by both parties. Signatories to a Letter of Understanding shall be the Vice President, President and the National Representative, as well as Haldimand County management where delegated by Council. Upon ratification by the membership of the Union and the Employer the Letter(s) of Understanding shall form a part of the Collective Agreement and are then subject to the Grievance and Arbitration Procedures herein.

### 4.3 New Classifications

The Employer and the Union agree that any new classification not coming within the foregoing recognition clause or the exclusions therefrom, shall be discussed by the Parties before such classification is established and before the determination by the Employer as to whether they come within the jurisdiction of this Agreement or are excluded therefrom. It is understood that in the event of a dispute under this clause such disagreement may not be referred to the Grievance or Arbitration Procedures herein, but that it may be referred to the Ontario Labour Relations Board. Any new classification determined to be a Union classification shall be deemed to be added to Schedule B.

#### 4.4

The Employer agrees that no employee in the Bargaining Unit shall suffer a loss of employment or be subjected to a layoff by reason of bargaining-unit work being performed by personnel who are not included within the Bargaining Unit.

### **TERM AND TASK EMPLOYEES**

#### 4.5 Temporary Employees – 3 months or less

It is understood and agreed that if a person is employed for a specific term or task of not more than three (3) months in duration, such person shall be considered a temporary employee and not within the scope of this Agreement. However, should such a person remain in the employ of the Employer for a period of more than three (3) months, such person shall pay union dues thereafter and be entitled to rights and benefits of the Collective Agreement with the exception of those rights and benefits which are identified in Article 4.6.

#### 4.6 Temporary Employees – 3 To 12 Months

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

(i) Grievance and Mediation Procedures – Article 11

(ii) Seniority - Article 14;

(iii) Leaves of Absence – Article 18

Such temporary employee shall be granted leaves of absence in accordance with the Employment Standards Act, as amended.

(iv) Vacations - Article 28;

Such temporary employee shall receive four percent (4%) vacation pay, as per the Employment Standards Act, as amended.

If such temporary employee is employed for twelve (12) months or more, such employee shall receive vacation with pay as per the provisions of Article 28;

(v) Sick Leave Provisions - Full-Time Employees, Only - Article 31; and

(vi) Benefit Plans – Article 30.

The terms and conditions of each specific term or task assignment will be provided to the President of the Union in writing prior to the beginning of the assignment.

#### 4.7 Extension of Temporary Work Term

If required, the twelve (12) month period referred to in Article 4.6 may be extended by mutual agreement of the Parties. The employer will endeavor to make written request to the union one month prior to the expiry of the 12 month term; the written request will state the reason for the extension. The union will respond in writing, in a timely manner and no later than the expiry of the current term. No extension shall come into effect until such time the employer receives written concurrence from the Union. In no case will such extension allow for a temporary assignment of longer than twenty four (24) months.

#### 4.8 Student Employees

It is understood and agreed that a person employed as a Student employee shall be governed by the Employment Standards Act, as amended, unless otherwise specifically stated.

### **ARTICLE 5 - NO DISCRIMINATION OR COERCION**

#### 5.1

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

#### 5.2

No employee will be subject to any form of reprisal for the rejection or reporting of any behavior in contravention of the Ontario Human Rights Code or Occupational Health and Safety Act or any additional legislation as may be applicable.

#### 5.3

- a) Copies of all policies related to respect in the workplace shall be made available to each employee.
- b) The employer shall bring any new Corporate human resources polices, to the Labour/ Management Committee, as information.

Copies of all policies related to respect in the workplace shall be made available to each employee.

### **ARTICLE 6 - DUTY TO ACCOMMODATE**

- a) The Employer and the Union recognize that from time to time individual workers may have special needs that require special accommodation within the workplace. The Parties acknowledge that this duty to accommodate applies equally to the Union and the Employer and that such duty may extend beyond the bargaining unit. The Employer and the Union thereby commit themselves to finding co-operative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation as defined under the Human Rights Code.



- b) The Manager, Human Resources or designate, the Vice-President of the union or designate, and the employee will meet in a timely manner to discuss circumstances surrounding an employee's return to work when an employee is unable to return to his or her position on a permanent or temporary basis for a period of thirty (30) calendar days or more because of a disability. The employee shall have union representation during all accommodation meetings, unless the employee chooses to waive this right. It is understood that all information shared at these meetings will remain confidential.
- c) In the event that an employee chooses to waive their right to Union representation, the employer shall forward that information to the Union, as per the collective agreement, at the time the right to representation is waived. It is further understood that prior to any agreement that may impact the collective agreement, with an employee that has chosen to waive their right to the Union representation, the Union must be consulted.

## **ARTICLE 7 - UNION SECURITY**

### 7.1

All employees coming within the scope of this collective agreement shall, as a condition of continued employment, become and remain members in good standing of the Union.

### 7.2 Union Dues

- (a) It is agreed that all employees who are eligible to be in the Bargaining Unit, shall be required to pay an amount equal to the current monthly Union dues, so long as the Union is the recognized Bargaining agent. It is further agreed that the Employer will deduct from the wages of each employee, commencing with their first pay, a sum equal to the current monthly dues and remit the money so deducted to the CUPE Local 4700 (Haldimand County) Treasurer not later than the 15th day of the month following, accompanied by a list of names showing from whom the deductions were made.
- (b) In the event of a change in the dues, the local shall advise the employer, in writing of the amount to be deducted. The change in dues deducted shall be applicable one (1) month from the date of receipt of written notification.
- (c) Employees transferring to a non-union position as per Article 14.6 (a) will pay Union dues to Local 4700 (Haldimand) for the duration of the three (3) month trial period.

### 7.3

The Union agrees to indemnify and save the Employer harmless from any claims, actions, or causes of action arising out of the deduction of dues.

### 7.4

The Employer agrees to insert the amount of Union dues paid by each employee through payroll deduction on such employee's income tax (T-4) slip in each year.

7.5

Human Resources agrees to acquaint new employees in the Bargaining Unit with the fact that a Collective Agreement is in effect and to provide such employee with a copy of this Collective Agreement at the time of their hiring together with a list of current union officers.

## **ARTICLE 8 - CORRESPONDENCE AND NOTICES**

8.1

All correspondence between the Parties arising out of, or incidental to this Agreement shall pass to and from the Manager, Human Resources, P.O. Box 400, 45 Munsee Street North, Cayuga, Ontario N0A 1E0 or designate and the President of the Local Union, with a copy to be sent to the CUPE Local 4700 (Haldimand County) Vice President. Both Parties agree to keep the other advised of the names and addresses of the appropriate officers as set out herein, from time to time as changes occur.

8.2

Each employee in the Bargaining Unit shall advise the Manager, Human Resources or designate, of their current mailing address and telephone number and shall be obligated to provide the Manager, Human Resources with information as to any change of such address or telephone number within forty-eight (48) hours of such change becoming effective. Any notice required to be given to an employee by the Employer under the terms of this agreement, and which cannot be so given, shall be sent by registered mail to such employee's last address on record with the Employer.

## **ARTICLE 9 - NO STRIKES OR LOCKOUTS**

9.1

In view of the orderly procedure established herein for the processing of employee Complaints and Grievances, the Union agrees that there will be no strike or other collective action which may stop or interfere with the operations of the Employer and the Employer agrees that it will not cause or direct a lockout of its employees during the term of this Agreement. The word "strike" and the word "lockout" shall be deemed to have the meaning given to them in the Labour Relations Act, as amended.

9.2

The parties agree to meet five (5) business days prior to strike or lock-out to discuss services within the County.

## **ARTICLE 10 - REPRESENTATION OF EMPLOYEES**

10.1

The Union agrees that there will be no Union activity or solicitation for membership during regular working hours and that no meetings will be held on the Employer's premises except with the expressed permission of the Chief Administrative Officer, or designate, in writing.

## 10.2 Negotiating Committee

The Employer recognizes the right of the Union to select a Negotiating Committee of not more than five (5) employees, one of which shall be the Vice President, and the ex-officio, being the President and/or designate, whenever the President is not a Haldimand County employee. The employer will recognize and deal with the said Committee with respect to any proposals pertaining to the renewal of this Agreement.

## 10.3 Grievance Committee

The Employer recognizes the right of the Union to select a Grievance Committee consisting of three (3) employees, one of which shall be the Vice President, and the ex-officio, being the President and/or designate, whenever the President is not a Haldimand County employee. The Grievance Committee shall be entitled to meet with the Employer in respect to any matter properly arising under this Agreement.

## 10.4 Labour / Management Committee

A Labour/Management Committee will be recognized, consisting of a maximum of five (5) representatives of the Union and the ex-officio, being the President and/or designate, whenever the President is not a Haldimand County employee, and a maximum of five (5) representatives of the Employer. The Committee will meet upon the request of either Party to discuss labour relations matters other than Grievances. It is understood by the Parties that the functions of the Labour/Management Committee shall not conflict with the role of the Committees set out in Articles 10.2 and 10.3 of this Agreement. Recommendations coming from this Committee will be presented to the Senior Management team by the Manager, Human Resources.

## 10.5

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

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

## 10.6

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

## **ARTICLE 11 - GRIEVANCE AND MEDIATION PROCEDURE**

### 11.1

No individual complaint may be considered to be a Grievance until such time as the employee in question has discussed the Complaint with the immediate Non-Union Supervisor, or, in the event of a Complaint by the Employer against an individual employee, until such time as such Complaint has

been discussed by such employee's Immediate Non-Union Supervisor with the employee in question. In cases where the complaint is against the Non-Union Supervisor, the complaint will be heard by the Manager of the Division.

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

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

#### Step No. 1

The employee and a representative of the Union shall take the matter up with the Manager of the Division who shall render a decision in writing within five (5) working days following the day on which the Grievance is submitted. It is understood and agreed that the converse of the above procedure shall apply at each Step in the event of a Grievance between the Employer and an employee.

Failing settlement at this step, then:

#### Step No. 2

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

#### 11.2

- (a) In the event that the Grievance is not settled at Step No. 2 (above), the Union or the Employer may secure the services of a Grievance Mediator, if there is mutual agreement, and / or refer the Grievance to Arbitration as provided for in Article 12 of this Agreement.
- (b) Where there is mutual agreement to secure the services of a Grievance Mediator, all costs shall be shared equally between the Employer and the Union.

#### 11.3

The time limits provided for in the Grievance/Arbitration Procedure may be extended with the mutual, written consent of the Parties.

#### 11.4

Where there is a dispute involving a question of the general application or interpretation of this Agreement, or the Union or the Employer has a Grievance, the one against the other, such Grievance shall commence at Step No. 2 of the Grievance Procedure.

In the event that the Employer has a Grievance concerning the conduct of the Union or any of its representatives or membership with respect to the foregoing, or the administration or alleged violation of this Agreement, such Complaint shall commence by way of a letter of complaint directed to the President of Local 4700 or designate and the time limits contained in the steps of the Grievance Procedure shall appropriately apply.

#### 11.5

The replies to Grievances stating reasons shall be in writing at all steps.

#### 11.6

Any mutually agreed change(s) to the Collective Agreement shall be in writing and shall form part of this Agreement upon ratification by the membership of the Union and the Employer and are then subject to the Grievance and Arbitration Procedures herein.

#### 11.7

No Grievance shall be considered in any step unless it has been properly carried through all previous steps of the Grievance Procedure required by this Agreement save only that, if at any step of this Grievance Procedure the Employer or the Union does not respond within the time limit, the Grievance shall be carried to the next step which will start to run from the expiration of the time limit within which the response should have been given. If the Grievance is not processed within any of the time limits specified, it shall be deemed to be abandoned.

### **ARTICLE 12 – ARBITRATION**

#### **12.1 Board of Arbitration**

When the Employer or the Union decides that a Grievance is to be submitted to Arbitration, including any question as to the arbitrability of same, notification shall be given in writing to the Party opposite in interest within one (1) calendar month of the reply at Step No. 2 or within ten (10) working days after the grievance mediation meeting if no settlement is reached. Such notification shall be submitted by registered mail in accordance with Article 7.1 and shall indicate the name and address of the referring Party's nominee to the Board of Arbitration. The recipient of such notice shall within ten (10) working days thereafter inform the other of the name and address of its nominee to the Board and the two nominees shall, within ten (10) working days of the appointment of the second of them attempt to select a third member who shall act as Chairman.

#### 12.2

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within the time limits as aforesaid, the appointment shall be made by the Ontario Labour-Management Arbitration Commission upon the request of either Party. It is understood and agreed however, that the appointees of the Parties to the Board of Arbitration may extend the time limit during

which the selection of a Chairman and third member of the said Board can be made for a further period of ten (10) working days without the consent of their nominators.

### 12.3

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

### 12.4

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

### 12.5

The Parties to this Agreement shall pay the fees and disbursements of their respective appointees to a Board of Arbitration and shall share equally in the fees and disbursements of the Chairman. The Parties further agree that, in the event of any cancellation fees being levied by the Board of Arbitration members, the Party responsible for such cancellation shall be solely responsible for all such fees.

### 12.6

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

### 12.7 **Sole Arbitrator**

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

### 12.8

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

## **ARTICLE 13 - DISCIPLINARY ACTION AND WARNINGS**

### 13.1 Investigation

Prior to making a decision regarding any disciplinary action, the employer will meet with the employee, and union representative at the request of the employee, to disclose the nature of the concern and seek the employee's input. The employer and union recognize the value of union representation for employees at this stage if they so choose.

## 13.2 Discipline

(a) In the event that the Employer initiates disciplinary action against an employee who has completed the Probationary Period as set out in Article 14.3 or Article 14.4, such disciplinary action shall be confirmed in writing by letter to the employee involved pursuant to Article 8.2 herein, setting forth the reasons for the action taken and the penalty imposed.

(b) A claim by an employee, who has completed the Probationary Period, of suspension or discharge without just cause shall be treated as a Grievance, if a written statement of such Grievance is lodged with the Employer at Step 2 within five (5) working days of such suspension, discharge or discipline.

A claim by an employee, who has completed the Probationary Period, of any other form of discipline without just cause, shall be treated as a Grievance if a written statement of such Grievance is lodged with the Employer at Step 1 within five (5) working days of such discipline.

(c) In the case of suspension or discharge, such Grievance may be settled by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring Parties or the Board of Arbitration, if the matter is submitted to Arbitration.

## 13.3

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

## 13.4

### (a) Written Confirmation of Discipline

Where the Employer finds it necessary to place against the record of an employee a written confirmation of discipline, a copy shall be furnished to the employee with a copy delivered to the President of the Local Union or designate and a copy mailed to the C.U.P.E. Office in Hamilton at the time the written discipline is given. The employee, if such employee so desires, may reply in writing. The employee's reply is to be placed on the file with the written confirmation of discipline.

The record of an employee shall not be used against such employee at any time after eighteen (18) months, following a suspension or disciplinary action unless related behavior has been referenced in writing for the purpose of subsequent discipline during this period. Furthermore, the record shall be removed from the employee's file at the employee's request and a letter will be sent to the employee confirming such action was taken provided the conditions above are met.

### (b) Access to Personnel File

Each employee shall have reasonable access to his or her personnel, WSIB and / or Medical files for the purpose of reviewing the information contained therein, in the presence of the Manager, Human Resources or designate. An employee has the right to request copies of any item in this file. With written consent, the Employee may be accompanied by a Union Representative.

## ARTICLE 14 - SENIORITY

### 14.1

- (a) The seniority dates of employees in Municipalities, Boards or Commissions which have been or will be assumed by the Employer and come within the jurisdiction of this Collective Agreement will be placed in their rightful chronological position on a list of employees on a Bargaining Unit wide basis.
- (b) Upon the successful completion of the Probationary Period, an employee shall be deemed to have acquired seniority.
- (c) A temporary employee hired into a permanent position shall not be entitled to seniority for time worked as a temporary employee.
- (d) Subject to (a), (b) and (c) above, seniority for permanent full-time employees is defined as the length of continuous, unbroken service in the Bargaining Unit including the probationary period.
- (e) Subject to (a) above, service for full-time employees shall be defined as the length of continuous, unbroken service with the Employer. A break in service shall be defined as a resignation, termination or retirement.
- (f) Subject to (a), (b) and (c) above, permanent part-time employees shall have their bargaining unit seniority recorded by hours worked from the date of employment or transfer into the permanent part-time position including the probationary period.
- (g) Permanent part-time employees transferring into a permanent full-time position without a break in service will translate their seniority hours to an equivalent start date at the time of transfer by calculating 1820 hours equals one (1) year of seniority if they are transferring to a thirty-five (35) hour per week position, or 2080 hours equals one (1) year of seniority if they are transferring to a forty (40) hour per week position. For clarity, it is understood that no part time employee shall be credited with more than one (1) year of seniority in a given year.
- (h) Permanent full-time employees transferring into a permanent part-time position without a break in service will translate their seniority date to an equivalent number of seniority hours at the time of transfer by calculating one (1) year of seniority equals 1820 hours if they are transferring from a position in which the normal full-time hours are thirty-five (35) hours per week, or 2080 hours if they are transferring from a position in which the normal full-time hours are forty (40) hours per week.
- (i) When two (2) or more employees have the same seniority date then the last three numbers of the employee's social insurance number shall be used to determine order with the lowest number being given the higher placement on the seniority list.

### 14.2

The Union shall be notified on a monthly basis of all bargaining unit terminations of employment, layoffs, and recalls as well as transfers and leaves of absence expected to last three consecutive calendar months or more.



#### 14.3 Probation – Regular Full-time

A newly hired full-time employee shall be on probation for a period of three (3) months from the date of hire.

During such Probationary Period such employee shall not have the right to resort to the Grievance and Arbitration Procedures herein in respect to discharge, suspension or discipline. During such period the following provisions of this Agreement shall not apply to such employee:

- (a) benefit provisions of this Agreement;
- (b) upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be back dated to the original date of employment.

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

#### 14.4 Probation – Permanent Part-time

A newly hired part-time employee shall be on probation for the first four hundred (400) hours worked. During such probationary period such employee shall not have the right to resort to the Grievance and Arbitration Procedures herein in respect of discharge, suspension or discipline. During such period the following provisions of this Agreement shall not apply to such employee:

- (a) benefit provisions of this Agreement shall not apply.
- (b) upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be recorded in hours and back-dated to the original date of employment.

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

#### 14.5 Loss of Seniority

- (a) Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff of up to twenty-four (24) months in duration, leave of absence approved by the Employer, or, when in receipt of Workplace Safety Insurance.
- (b) An employee's seniority and other rights under this Agreement and employment will be terminated in the event that such employee:
  - (i) is discharged for just cause and is not reinstated;
  - (ii) resigns;
  - (iii) is absent from work in excess of five (5) working days or on repeated occasions without reasonable cause or without notifying the Employer, unless such notice was not reasonably possible. This subsection shall not be a bar to disciplinary action for absences of less than five (5) working days, or for any absences;

- (iv) fails to return to work promptly after the expiration of any leave of absence, unless excused in writing by such employee's General Manager or designate;
- (v) fails to return to work within fourteen (14) days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of a current address where a notice will be received promptly;
- (vi) is laid off, or is absent due to sickness or accident for a period longer than twenty-four (24) months, except that such employee shall retain any rights which such employee then has in use under the Long Term Disability coverage.

#### 14.6 Transfers

- (a) An employee transferred to a permanent full-time position outside of the Bargaining Unit shall retain seniority accumulated in the Bargaining Unit up to the time of transfer out of the Bargaining Unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to his/her former position within the Bargaining Unit within three (3) months of the transfer. The Employer will fill the vacancy created by the transfer with a temporary employee (who may be from the Bargaining Unit). If the transferred employee returns to the Bargaining Unit within the three (3) month trial period, he/she will assume the position held at the time of the transfer and the temporary employee will be returned to his/her former position. If said temporary employee is a newly hired employee, such temporary employee will be laid off. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which he/she is qualified.
- (b) An employee transferred to a non-union temporary position of less than twelve (12) months in duration shall continue to accumulate seniority within the Bargaining Unit and shall have the right to return to his/her former position within the Bargaining Unit upon completion of the temporary position. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which he/she is qualified. During the tenure of the temporary position such employee will continue to pay Union dues as per Article 7.2 and will continue to have all the rights and benefits of the Collective Agreement.
- (c) No employee shall be transferred to a position outside the Bargaining Unit without such employees consent.

#### 14.7 Resignation

An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until two working days have elapsed from the time of the submission of the resignation, at which time it shall become final. Such written notice or resignation shall provide for not less than two (2) weeks' notice.

#### 14.8

In all cases of filling job vacancies from within the Bargaining Unit, or a decrease or an increase in the work force, or a transfer within the Bargaining Unit as a result of a decrease in the work forces or a recall to work following a layoff, the following factors shall be considered:

- (a) the knowledge, skills, efficiency and capability to perform the work in question.

(b) the seniority of the employees involved.

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

It is understood and agreed that in cases where vacancies are filled in accordance with the provision of Article 6 ("Duty To Accommodate"), this Article does not apply.

#### 14.9

A permanent employee who makes successful application for a posted full-time job shall be placed on a trial period of three (3) months. A permanent employee who makes successful application for a posted part-time job shall be placed on a trial period for the first four hundred (400) hours worked. Conditional on satisfactory performance, the employee shall be confirmed in the position at the end of the trial period. In the event that a successful applicant proves to be unsatisfactory in the position during such trial period, or if the employee is unable to perform the duties of the job, such employee shall be returned to the former position without loss of seniority and paid at the rate of the job to which such employee is returned. Any other employee who had changed positions as a result of the original transfer shall be returned to his or her former position, without loss of seniority, at the rate of the job to which the employee is returned.

Within the trial period, the employee may voluntarily return to the position formerly occupied, without loss of seniority. The employee shall advise their current non union supervisor in writing and the employer shall make the necessary arrangements for the employee to return to the position formerly occupied within ten (10) working days.

It is understood and agreed that the trial period provided for herein may be extended by mutual agreement, in writing, between the union, employer and employee.

#### 14.10

No new employees will be hired until employees on layoff who are qualified and able to do the work in question have been recalled as per Article 14.8.

#### 14.11 Seniority Lists

The Employer agrees to maintain a Full-time Seniority List showing the Department in which each employee in the Bargaining Unit is currently employed, the date upon which each employee was hired and the correct seniority date, if different from the hire date.

The Employer agrees to maintain a Part-time Seniority List showing the Department in which each employee in the Bargaining Unit is currently employed, the date upon which each employee was hired and the correct seniority hours worked.

The Employer agrees to post such Seniority Lists on all union bulletin boards in January and July of each year.

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

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

14.12

Should the County merge, amalgamate or combine any operations or functions with another Municipal Employer, or delegate any operations or functions to another Municipal Employer, the County will endeavour to arrange, where practical, for the retention of seniority rights and salary levels for each employee of the County who may become an employee of such other Municipal Employer.

## **ARTICLE 15 - JOB POSTINGS**

15.1

When a Bargaining Unit vacancy of a permanent or temporary nature occurs or a new Bargaining Unit position is created, the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five (5) working days. Positions shall be posted within five (5) working days of the approved Request for Staff form being received in Human Resources. During the posting period, qualified employees may make written application to the Manager, Human Resources, or designate for the posted position.

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

All postings referred to above shall originate from Human Resources and all applications shall be processed by Human Resources.

This Article does not apply for positions which are filled in accordance with the provisions of Article 6 ("Duty To Accommodate").

The process of having concurrent job postings and outside advertisement of Bargaining Unit positions is acceptable, provided the President of the Union or designate is advised and concurs. The Union will not unreasonably deny and will respond in a timely manner.

15.2

Internal postings shall contain the following information:

Position title, purpose of position, qualifications (knowledge and skills required), status of position, duration of position for temporary positions, number of vacancies assigned reporting location for each vacancy, salary range applicable to the job posted. The Employer further agrees to forward by electronic mail to designated persons across the County a copy of such internal postings to ensure posting in all reporting locations. All internal postings will be placed on the County's internal web site as well as the Job Posting Board located outside the Human Resources Division. It is understood that the failure of employees to become aware of an internal posting under the terms of this Article shall not form the subject matter of a Grievance.

15.3 Classifications with Multiple Reporting Locations

Where a vacancy arises within a classification which has multiple reporting locations, the Employer will post the vacancy by identifying the reporting location of the initial vacancy and including a list of all other reporting locations across the County where the classification is assigned.

Employees must apply to the vacancy indicating those reporting locations in which they are interested in order to be considered for the initial vacancy and / or for any subsequent vacancy within that same classification that may arise directly or indirectly from the process of filling the initial vacancy.

Applicants from within the classification will be selected first in order of seniority before considering other applicants.

Upon request, the Employer will provide the President of Local 4700 or designate a list of all internal applicants including preferred locations and identify successful candidates by location to the initial as well as all subsequent vacancies filled.

#### 15.4

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

The unionized job applicant having worked in the same posted position on a temporary basis and having carried out the primary duties and responsibilities successfully for a minimum of twelve (12) months shall have such related experience considered equivalent to the educational requirements of the position.

#### 15.5

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

#### 15.6

- a) The employer will make available, all job postings, offers of employment letters and letters of transfer to the President and Vice President, upon request.
- b) The Employer will notify the successful applicant within two working days of the decision being made.
- c) Where the successful applicant is an internal candidate, the effective date will be within thirty (30) calendar days of the date that the offer of employment is accepted. If this timeline cannot be met, the Employer will advise the union, in writing, of the reason for the delay.

#### 15.7

With the exception of student positions, the Employer will post the name of the successful applicants to internal postings on a monthly basis.

#### 15.8

When the Employer decides not to fill a vacancy or a posted vacancy, after the vacancy has been posted, the Union shall be notified in writing by the Manager, Human Resources or designate with a reason for not continuing the filling of a vacancy.

15.9

Temporary vacancies of Bargaining Unit positions, which are less than three (3) months in duration, shall not be subject to the requirements of Article 15.1 but shall be subject to the vacancy being processed by Human Resources with a copy of all decisions and reasons for the nature of filling the vacancy to the President and Vice President of CUPE Local 4700 (Haldimand).

15.10

Temporary vacancies which are greater than three (3) months in duration shall be subject to Article 15.9 provided it is mutually agreed to in writing between the Parties. It is further understood that such agreement will only be considered provided that the nature of the vacancy is created because of a Bargaining Unit employee receiving an authorized leave of absence because of sick leave, W.S.I.B., or pregnancy / adoption / parental leave.

15.11

Any employee within the Bargaining Unit, who applies for and obtains a position of a temporary nature, is not eligible to apply for any other temporary vacancy during such tenure. Further, such Bargaining Unit employee will not be allowed to fill more than one (1) temporary vacancy in a twelve (12) month period. Such twelve (12) month period shall begin on the start date of the filling of the initial vacancy.

## **ARTICLE 16 - LAYOFF AND RECALL**

### **Notice of Layoff**

16.1

The Employer shall advise the Union in writing within ninety (90) days, or as soon as it is practicable to do so, of layoff. The parties shall schedule a meeting to discuss the impact to the bargaining unit members. The Employer agrees to provide as much notice as possible to any affected employee, and at no time shall an employee receive less than thirty (30) calendar days' notice of layoff.

16.2

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

Note: In the event of a lay-off, the Vice President shall be the last to be laid off, regardless of where they may be employed. For clarity it is understood that at the only time that the Vice president shall be able to invoke this seniority clause is in the event of a lay-off.

16.3

An employee in receipt of a layoff notice will be provided with a list of all current vacant positions, along with job descriptions, as well as the most recent seniority list, and may choose to:

- (a) accept the layoff and receive severance pay in accordance with the Employment

- Standards Act, as amended, effective the date of termination as outlined in the layoff notice;
- (b) accept the layoff and maintain recall rights, in accordance with Article 16.9;
  - (c) bump into an alternative position, in accordance with Article 16.4 and maintain recall rights, in accordance with Article 16.9; or
  - (d) accept placement into a vacant position, in accordance with Article 16.6.

#### 16.4 Bumping

A permanent full-time employee in receipt of a layoff notice may bump a full-time or part-time employee with less seniority, providing the employee exercising the right possesses the necessary qualifications as identified in Article 14.8 and is able to perform the duties without training a five (5) day familiarization period.

A permanent part-time employee in receipt of a layoff notice may only bump a part-time employee with less seniority, providing the employee exercising the right to bump possesses the necessary qualifications as identified in Article 14.8 and is able to perform the duties without training and with a five (5) day familiarization period.

The employee's intent to exercise their right to bump, including their selection of up to three bumping opportunities must be made in writing no later than ten (10) working days after the employee receives notification of the layoff and has a meeting with the employer. The employee shall have union representation for this meeting with the employer.

#### 16.5

The Employer, upon receipt of the employee's intent to bump, shall determine if an employee possesses the qualifications as outlined in Article 14.8, and shall notify the employee within ten (10) working days if they are qualified to bump into their selected position(s).

If it is deemed that the employee is not qualified for any of their selections, the employer shall meet with the employee and the employee may have one additional opportunity to exercise their right to bump. If so, their selection of up to an additional three bumping opportunities, must be made in writing no later than five (5) working days after the employee receives notification of not being qualified for their initial selection(s). The employer shall respond within five (5) working days.

#### 16.6

As an alternative to bumping, an employee who is in receipt of a layoff notice, may choose to accept placement in a vacant position for which they are deemed qualified by the Employer, prior to the vacant position being posted for the consideration of other employees. The placement of that employee will not be made effective prior to the date of lay off, unless otherwise agreed to by the parties.

#### 16.7

An employee who accepts an alternative position, through bumping or vacancy (as described in Article 16.6) shall be placed at the step on the salary grid which is equivalent, or closest in value to the rate being paid prior to the initial layoff. Employees shall not receive a decrease in pay, except when the employee bumps into a lower classification.

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

Two (2) Performance Assessments of the employee's work will be done before the completion of the trial period. One (1) written assessment will be completed at approximately the four (4) week point of the trial period and the second written assessment will be completed prior to the conclusion of the trial. The employee, shall have the right, in consultation with the union, to provide written response to the Performance Assessment. The original assessments, and any written response, will be retained in the employee's file, with a copy provided to the employee.

Should the employer or the employee find the new classification unsatisfactory, within the trial period, the employee will be laid off. The employer will meet with the employee and the employee may have one additional to exercise their right to bump by selecting up to three bumping opportunities, and submitting the request, in writing no later than five (5) working days after the employee receives notification of layoff. The employer shall respond within five (5) working days.

### **Recall**

16.8

The Employer agrees that eligible employees on the recall list shall have the option to maintain the Extended Health Care Plan and Dental Plan, subject to the approval of the provider, as long as the employee does not attain employment outside of this Employer. To maintain coverage, the eligible employee must pay 100% of the full premiums by the (1<sup>st</sup>) day of each month following or by some other mutually satisfactory arrangement between the employee and the Employer. The Employer shall, in such event, remit the premiums to the insuring agencies on behalf of any employee so affected. If the employee elects not to continue benefit coverage, it will be discontinued and cannot be reinstated during the term of the layoff.

16.9

It is recognized that the Employer shall at all times be entitled to retain a work force having the ability to do the work assigned to it. Accordingly, those employees who have either accepted a layoff without severance or have bumped into an alternative position are eligible to retain recall rights for a period of twenty-four (24) consecutive months, subject to the following provisions:

- (a) Employees on layoff who remain on the Recall list are entitled to apply for any job posting arising out of a job vacancy and will be recognized as an "internal" (to the Bargaining Unit) candidate. The Employer will provide notification of vacancies and any other applicable employer correspondence via the email or Canada Post address provided by the employee at the time of layoff.
- (b) An employee, shall retain recall rights to their home job classification, for a period of twenty-four (24) consecutive calendar months from the effective date of the layoff, provided that the employee is able to perform the duties without training and within a 5 day familiarization period. No new employee will be hired into this job classification until the employee has been given the opportunity of recall. Notice of recall shall be sent out by Registered Mail. The Employer will provide the Union with notification of a recall decision, in accordance with this Article.
- (c) An employee, who is recalled, shall have their service and seniority, as at the date of layoff, reinstated.
- (d) An employee who is recalled shall have all time earned toward their next wage increase, as may be appropriate, reinstated for the purpose of calculating the next merit increase (i.e. if an employee earned 7 months toward their next merit increase prior to the lay-off,



the employee will be eligible for their next merit increase after 5 months of active service in the recalled position.

- (e) An employee who is recalled while on pregnancy/parental leave, may accept the recall opportunity but is not required to return to work until the completion of his/her leave.
- (f) An employee, who declines recall to their pre-layoff position, shall be removed from the recall list. Where this employee has been laid off, he/she shall be deemed terminated and receive severance pay in accordance with the Employment Standards Act, as amended, effective the date of termination as outlined in the layoff notice.
- (g) An employee, who is not recalled to their classification during the twenty-four (24) month period, shall have their recall rights to the classification exhausted. Where this employee has been laid off, he/she shall be deemed terminated and receive severance pay in accordance with the Employment Standards Act, as amended, effective the date of termination as outlined in the layoff notice.

16.10

Any Grievance concerning a layoff, bumping or a recall to work following a layoff shall be initiated at Step No. 2 of the Grievance Procedure.

## **ARTICLE 17 - BULLETIN BOARDS**

The Employer shall provide space on the bulletin boards at Haldimand County Administration and satellite offices and County reporting stations, upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees providing such notices have received prior approval of the Manager, Human Resources, or designate, which such approval shall not be unreasonably withheld.

## **ARTICLE 18 - LEAVES OF ABSENCE**

18.1 Any leave taken under Article 18.9 or Article 18.11 is considered part of and not in addition to emergency leave provided in the Employment Standards Act, as amended.

18.2 Union Leave / Business

- (a) An employee who is elected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of accumulation of seniority for the term of such office. Such leave may be renewed for a subsequent term upon request made during such term of office.
- (b) Such employee shall be entitled to return to the former position at the expiration of the period or to another position in accordance with Article 14.8 herein if the former position is not available.

18.3 The Employer shall grant leave of absence without pay and without loss of accumulation of seniority for employees to attend Union conventions, seminars or education functions subject to:

- (a) the Union must give written notice of at least one (1) calendar month, in advance of the potential leave;
- (b) the maximum total for such leave for this Bargaining Unit shall be seventy-five (75) working days per calendar year, of which up to five (5) days may be utilized by the Union President, designate or Vice-president (whomever is the Haldimand County employee), for the purposes of conducting Union Business.

#### 18.4 Public Office

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request at the time of the issuance of the writ for election, the Employer will grant full-time leave of absence without pay and without loss of accumulation of seniority to a regular full-time or regular part-time employee who is a candidate in a Federal, Provincial or Municipal election.

#### 18.5 Pregnancy, Parental and Adoption Leave

An employee shall qualify for pregnancy, parental and adoption leave in accordance with the Employment Standards Act of Ontario, as amended. The employee may request a further three (3) month pregnancy leave extension provided the employee gives the Employer four (4) weeks written notification requesting the extension. It is understood and agreed that the sick leave provisions of this Agreement shall not be utilized for the purpose of pregnancy, parental or adoption leave. While on pregnancy, parental or adoption leave, an employee's seniority shall continue to accrue.

#### 18.6 Paternity Leave

An employee will be granted three (3) working days leave of absence with pay, for the purpose of paternity leave. Such three (3) days leave of absence can be taken in part or in whole but in no case shall such leave extend past the third day after the mother and child have returned home.

#### 18.7 Leave To Vote

An employee shall be entitled to three (3) consecutive hours for the purpose of voting at any provincial or municipal election or referendum and four (4) consecutive hours for any federal election. If the normal hours of employment do not allow this, such additional time shall be given at the convenience of the Employer, as may be necessary to provide such hours while the polls are open. The employee shall suffer no loss of pay for such absence.

#### 18.8 Leave For Court Appearance(s)

In the event an employee is accused of an offence which requires a court appearance, such employee shall be given an automatic leave of absence without loss of seniority but without pay. In the event that the accused employee is jailed awaiting a court appearance, such employee shall be given an automatic leave of absence. Such employee shall not be paid, and shall not accumulate seniority during such leave. Should an employee have a driver's license suspended and the work in such employee's classification requires driving a vehicle, such employee will be transferred to an equal or lower paying job that such employee is qualified to perform if there is such work available and required to be performed. If no such work is available and required, such employee shall be laid off until again qualifying to drive a vehicle, or until making satisfactory alternative arrangements for transportation as may be required in the job of such employee. During such layoff the employee will not accumulate further seniority. Further offenses may result in disciplinary action up to and including discharge.

## 18.9 Emergency Leave Of Absence

The Employer may grant a leave of absence without pay and without loss of seniority to any employee requesting such emergency leave. All such requests must be in writing to the Immediate Non-Union Supervisor and are to be replied to in writing, and are to be approved by the Chief Administrative Officer or designate before such leave is taken.

## 18.10 Jury Duty

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

## 18.11 Compassionate / Bereavement Leave\*

- (a) Full-time and part-time employees will be granted five (5) consecutive working days compassionate leave upon the death of an immediate relative which shall mean the employee's spouse, child, step child, sister, brother, parent, parent-in-law\*, grandparent, grandparent-in-law\*, son-in-law\*, daughter-in-law\* or grandchild. Such leave shall be completed by the end of the fifth working day following the funeral.

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

"Spouse" shall be defined as an individual of the same or opposite sex with whom the employee is not married, but has co-habitated,

- (i) continuously for a period of not less than three (3) years, or
  - (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child.
- (b) Full-time and part-time employees will be granted three (3) consecutive working days compassionate leave on the death of an employee's brother-in-law\*, sister-in-law\*, aunt, uncle, niece or nephew. Such leave shall be completed by the end of the third working day following the funeral.
- (c) Full-time employees will be granted one (1) day's leave without loss of wages to attend the funeral of a fellow employee or any other County employee with whom the employee works with on a regular basis subject to operational requirements.

\*Note: "In-law" refers to the employee's current in-law(s) only.

## 18.12 Prepaid Leave Plan - Full-Time Employees, Only

- (a) The plan is available to employees wishing to spend four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the appropriate General Manager or designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The year for the purposes of the program shall be September 1st of one year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Employer. There shall be a maximum of three (3) employees off at any one time and there cannot be more than one (1) employee per Department off at any give time.
- (d) Written applications will be reviewed by the appropriate General Manager or designate for leaves requested and will be considered on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will not accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the plan. The employee will not be able to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the appropriate General Manager. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out within a reasonable period of time.
- (l) The employee will be reinstated to his/her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave plan program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the employee's pay. Such agreement will include:

- (i) A statement that the employee is entering the prepaid leave program in accordance with Article 18.13 of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

#### 18.13 Military Service/Reservist Leave

- (a) An employee who is absent for military service, as defined under the Reservist Leave entitlement by the Employment Standards Act, as amended, shall be granted by the Employer a leave of absence without pay or benefits and without loss of seniority for their term of military service.

It is further understood that an employee requesting a Military Leave must supply an official document confirming deployment date(s).

The employer shall advise the Union in writing of any bargaining unit employee granted a Reservist Leave.

- (b) When an employee is directed to report to a military hospital for observation, examination or treatment, in connection with a disability sustained as a result of military service, the Employer shall consider this as qualifying for any sick leave pay available for such employee for such period of absence less any allowance or gratuity, other than for transportation and meals, received by the employee for such purposes from the Department of Veteran's Affairs. Such employee shall be required to present a Department of Veteran's Affairs chit for the amount of time detained.

### **ARTICLE 19 - MAJOR CHANGE IN WORK METHODS**

#### 19.1

When a technological change is to be made which will or may bring about the layoff of a seniority employee or which will adversely affect their wage rate, the Employer agrees the Labour/Management Committee will meet with the Employer to discuss its implications before implementation. If agreement is not reached, the matter may be subject to a grievance or arbitration.

#### 19.2

- (a) In the event that the Employer introduces new work methods or equipment which require new or greater skills than those possessed by persons employed in any operations or jobs so affected, the Employer agrees to meet with the Labour/Management Committee to discuss on-the-job training or after-hours training or study courses which will be arranged for such employees. It is understood that the Employer shall only be obliged to pay for time spent during normal working hours engaged in any such on-the-job training program and that the Employer is entitled to select the employee or employees eligible for such program from among the employees so affected by the change in work methods or introduction of new

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

- (b) The Employer will reimburse an employee for one hundred (100%) percent of approved costs incurred by the employee in taking a night course or correspondence course that has been approved by the Employer. Approved costs include, tuition fees and the cost of text books and are payable upon successful completion of the course. If an employee's application for approval is denied, the employee shall be given the reason in writing.

## **ARTICLE 20 - GENERAL**

### 20.1

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

### 20.2

- (a) The Union will keep the Employer informed, in writing, at a minimum on an annual basis, of the names and addresses of all of its officers, stewards and committee members.
- (b) The Employer will keep the Union informed, in writing, at a minimum on an annual basis, of the names of the Chief Administrative Officer, the General Managers and Human Resources staff who have responsibility for the administration of this agreement.

### 20.3 Travel

- (a) The Employer shall reimburse an employee, in accordance with Council Policy, for distance driven by the employee in the employee's own vehicle while conducting County business authorized by the employee's Immediate Non-Union Supervisor.
- (b) All employees shall provide, at their own expense, daily round-trip transportation between their home and assigned work site. When an employee is scheduled to report to a work site, within the County, other than their assigned work site, the employer shall compensate the employee for personal vehicle use in accordance with Council policy for the first ten (10) consecutive work shifts or less.

### 20.4 Job Security

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

### 20.5 Printing of Agreement

The Employer shall arrange for the typing and distribution of sufficient copies of this Agreement within thirty (30) calendar days of signing. The costs associated with the printing of the Agreements shall be shared equally by the Parties.

## 20.6 Tools

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

## **ARTICLE 21 - WAGES AND SALARIES**

### 21.1

Attached to this Agreement and forming an integral part thereof shall be Hourly Wage Rates Schedule "A" and Student Hourly Wage Rates – Schedule B.

### 21.2

For the same period of time, an employee shall not receive payments under more than one provision of this Agreement except for shift premium and overtime, and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday.

### 21.3

Once assigned to the step of the Grade for any position on Hourly Wage Rates – Schedule A, part time employees shall progress to the next step after having worked 1820 or 2080 regular hours from the date of assignment depending on whether the employee is in a position that is required to work seven (7) or eight (8) hours per day respectively. The part time employee shall progress to each subsequent step on this basis until Job Rate is reached.

### 21.4

For hours worked up to and including the second Friday, an employee shall be paid by direct deposit on the Thursday following the pay period of every second week. On each pay day, each employee shall be provided with an itemized statement of wages and deductions. Electronic pay statements will replace paper pay statements by no later than December 31, 2013.

Sick and overtime balances shall be included on the statement of wages and benefits in addition to vacation balances. Sick balances shall be regarded as approximate values and subject to reconciliation in accordance with the collective agreement. All balances shown shall be subject to verification by the employer before any payment is processed.

### 21.5 Labour Market Wage Adjustments

A labour market wage adjustment may be determined by the Employer to supplement a position's evaluated rate, when and if it is the Employer's opinion that such an adjustment is required. In the event the Employer introduces a labour market wage adjustment, CUPE Local 4700 (Haldimand) shall be notified and the adjustment shall continue in effect for all employees assigned to the position until the Employer decides that the conditions which gave rise to the adjustment no longer exists.

The Employer must provide six (6) months notice to the affected employees and the Union of any reduction in the adjustment.

All employees to whom this clause is applicable, including new employees who are hired during the six (6) month reduction notification period, shall be notified of the evaluated rate for the position as well as the labour market wage adjustment.

#### 21.6 Student Hourly Wage Rates – Schedule B

- (a) Students hired into positions included within the bargaining unit shall be paid in accordance with the attached Student Hourly Wage Rates – Schedule B.
- (b) The minimum hiring criteria listed in Schedule B shall be used to determine the appropriate hourly rate for any new position not listed.
- (c) A student hired to perform work normally performed by an employee in a bargaining unit position will be considered a member of the bargaining unit and be entitled to rights and benefits of the Collective Agreement with the exception of those rights and benefits which are identified in Article 4.6 provided the student remains in the employ of the Employer for a period of more than three (3) months.
- (d) A student hired to perform work normally performed by an employee excluded from the bargaining unit will be considered excluded from the bargaining unit.
- (e) Students shall not be entitled to payment in lieu of benefits or benefits as outlined in the collective agreement

#### 21.7 Assignment to a Higher Paying Union Classification

- (a) An employee who is assigned to perform the normal duties of a higher paying bargaining unit classification for four (4) consecutive hours or more shall be paid the rate of pay next higher in the salary range for the assigned position for all such consecutive work performed. Such payments shall not extend to an employee while undergoing training on the higher rated job.
- (b) Upon promotion to a higher rated bargaining unit position on a permanent basis, an incumbent shall move to an increment level in the higher rated position which guarantees a 5% increase over their pre-promotion rate, but not to exceed the job rate of the higher rated position.
- (c) An employee who has completed 1820 or 2080 consecutive hours worked (based on 7 or 8 regular hours/day, respectively) in the temporary role of a higher paying bargaining unit classification, shall be eligible to progress to the next step in the salary range for the assigned position.

#### 21.8 Assignment to a Lower Paying Classification

An employee who is assigned to a position paying a lower rate of pay shall continue to be paid at his or her rate, unless such reduction takes place under Article 18.8. For the purposes of this agreement, an “assignment” shall be deemed to be a temporary transfer.

#### 21.9 Assignment to a Non-Union Position

- (a) Subject to Article 14.6 (c), it is understood and agreed that a person may be assigned by the Employer to a Non-Union position temporarily for a specific term or task. Such person



shall continue to be entitled to all rights and benefits of the Collective Agreement with the exception of hours of work which shall be governed by the employment conditions for non-union employees. For the purposes of this Article, such an assignment shall be deemed to be a "temporary transfer" and does not include those situations where an employee is the successful candidate for a vacancy in a posted Non-Union position.

- (b) An employee who is temporarily assigned in writing to perform the duties of a Non-Union position for less than ten (10) consecutive regular scheduled days of work shall be paid an hourly premium equal to five (5) per cent of their regular hourly wage rate for all such work performed, and shall maintain their current regular hours of work notwithstanding the hours of work provisions of Article 21.9(a).
- (c) An employee who is temporarily assigned in writing to perform the duties of a Non-Union position for ten (10) or more consecutive regular scheduled days of work shall be paid a premium equal to ten (10) per cent of their regular bi-weekly pay for all such work performed.
- (d) An employee who has completed 1820 consecutive hours worked in the temporarily assigned Non-Union role shall be paid the rate of pay next higher in the salary range for the assigned position for all subsequent work performed if the temporary assignment continues.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### 22.1

The Employer and the Union acknowledge their responsibilities to promote a safe and healthy work environment for all employees.

### 22.2

The Employer and the Union shall co-operate in the training required to ensure employees understand and practice safe work habits.

### 22.3

CUPE Local 4700 (Haldimand) will elect representatives to the Joint Health & Safety Committee as per legislation.

### 22.4

The Employer shall provide protective equipment, as is necessary, and such equipment is to be worn by all employees as required or directed.

### 22.5

The Union and the Employer agree that the minimum standards acceptable for Health and Safety are those established in the Occupational Health and Safety Act, as amended from time to time.

## **ARTICLE 23 – PERSONAL PROTECTIVE EQUIPMENT**

### 23.1

Effective January 1, 2017, for positions which have a bona fide health and safety requirement for personal protective equipment, the Employer will supply, without expense to the employee, the items listed below:

Head protection, eye protection, work gloves, liners, vest, coveralls, safety rubber boots, rainwear and other personal protective equipment as may be required for the job.

Personal protective equipment, including safety footwear shall be properly used and maintained to provide the degree of protection for which intended. If not properly maintained, the employee shall be responsible for replacement of the personal protective equipment.

### 23.2 Safety Footwear

Employees shall wear safety footwear while at work as required by the employer. All safety footwear must be equivalent to, or exceed, the Grade 1 green patch standard as outlined in C.S.A. Standard Z195 – M198 unless such other standards are established and published by the Employer in consultation with the Joint Health and Safety Committee.

All employees shall supply their own safety footwear, if required, as a condition of employment.

If required as a condition of employment, permanent employees shall be reimbursed up to \$125.00 once in a calendar year upon presentation of a receipt for the purchase of safety footwear.

Effective January 1, 2017 this maximum reimbursement amount shall be increased to \$150.00

Effective January 1, 2018 this maximum reimbursement amount shall be increased to \$175.00

If required as a condition of employment, temporary employees shall be reimbursed up to \$90.00 once in a calendar year upon presentation of a receipt for the purchase of safety footwear.

## **ARTICLE 24 - CLOTHING AND UNIFORMS**

In the event that there is a concern raised with the clothing/uniforms that cannot be settled through discussion with the supervisor, the issue shall be discussed at the next scheduled Labour/Management Team meeting.

### 24.1 Clothing

All employees shall report to work dressed neatly and be professional in appearance at all times during their work hours. The employer shall retain the right to determine that which constitutes appropriate clothing.

## 24.2 Uniforms

### (a) Eligible Positions / Allotments

- i. The Employer shall determine if a uniform is required to be worn by a Permanent employee and shall supply a reasonable number of uniforms, within 60 days of hire, in accordance with Table A:

Table A  
Supplied Uniform Issue and Replacement Schedule for Permanent Employees

Position	Position Status	All Season Jacket (Navy)	All Season Jacket (Safety)	Collared Work Shirt	Casual Shirt (Navy)	Casual Shirt (Safety)
<b>Replacement Schedule (in years)</b>		<b>3</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>1</b>
Building Inspector	PFT	1		2	2	
Senior Building Inspector	PFT	1		2	2	
Municipal Technologist	PFT		1			
Transportation Engineering Tech	PFT		1			
Chief Operator In Charge WWW	PFT		1			4
WWW Operator	PFT		1			4
Foreperson, Waste Management	PFT		1			4
Solid Waste Operations Sr. Site Attendant	PFT		1			4
Landfill Site Attendant	PPT		1			4
WWW Technologist	PFT		1			
Waste Management Technologist	PFT		1			
Foreperson, Fleet	PFT		1	2	2	
Automotive Technician	PFT		1	2	2	
Fleet Coordinator (Training and Safety)	PFT		1			
Facilities Maintenance	PFT	1		2	2	
Lead Hand, FAPO	PFT	1		2	2	
Parks & Recreation Maintenance	PFT	1		2	2	
Parks & Recreation Maintenance Assistant	PPT	1		2	2	
Facilities Technologist	PFT	1				
Foreperson, Roads	PFT		1			4
Heavy Equipment Operator	PFT		1			4
Roadway Maintenance Worker	PFT		1			4
Labourer	PFT		1			4
Operations Technologist / Contracts Administrator	PFT		1			

- ii. The Employer shall determine if a crested uniform is required to be worn by Senior By-Law Enforcement Officers and Fire Prevention Officers, and if so, shall supply 4 uniformed shirts, 3 uniformed pants and 1 uniformed jacket, every other calendar year.
- iii. The Employer shall determine if a uniform is required to be worn by a Temporary employee and, if so, shall supply three shirts annually.

A temporary employee who is hired into a permanent position, requiring a uniform, shall be provided the same uniform entitlement as provided to permanent employees outlined above which have not already been provided to the individual in the same calendar year.

- iv. The Employer shall supply two shirts annually to the following student positions:
  - i. Summer Maintenance, Facilities & Parks Operations
  - ii. Summer Maintenance, Roads Operations
  - iii. Program Coordinator – Summer Programs, Community Development & Partnerships
  - iv. Program Coordinator – Summer Aquatics Programs, Community Development & Partnerships
  - v. Student Assistant, By-Law Enforcement
- v. An employee who is transferred or hired into a position listed above, shall be entitled to the new position's allotment, minus what the employee has already received in that calendar year.

#### (b) Employee Responsibilities

- i. Uniforms provided shall be visibly worn at all times at work, as well as maintained in a respectful and hygienic manner.
- ii. Uniforms provided shall only be worn at work and shall be returned upon termination of employment

#### (c) Style and Specifications

- i. The Union shall designate one representative to participate in the procurement process for new or replaced employer supplied uniforms. The uniform style, type, quality or colour may be subject to change, as determined by the employer in consultation with the Union.
- ii. Uniforms provided in accordance with this Article shall meet the requirements of the Occupational Health and Safety Act and all relevant legislation, where applicable.

#### (d) Additional Quantities

- i. All employees in receipt of a uniform under the provisions of the Article shall be eligible to receive a replacement issue on a one for one basis when the uniform is returned and proves to be damaged and rendered unusable as a result of the employee's work activities. However, employees shall be responsible for the cost of replacement for loss or damage of the uniform if it is deemed not to be the result of normal work related wear and tear.
- ii. An employee may choose to purchase additional quantities of eligible uniform item(s), through the County, at their own cost. Employees are not permitted to purchase uniform items that are not listed for their position

## ARTICLE 25 - HOURS OF WORK

### 25.1

The Union recognizes that the Employer's services and operations must be available to the public five days / week save and except Facilities and Parks Operations and Tourism which must be available 7 days / week and Solid Waste which must be available 6 days / week.

Further, the Union recognizes that, from time to time, certain services must be made available outside of normal working hours on a periodic or seasonal basis to meet the expectations of Council and Residents and the Union will be advised at the next Labour / Management team meeting.

#### a) Regular Scheduled Hours

The regular weekly hours of work for the full time employees are provided, by position, on Schedule 'A'.

The following chart outlines the typical days/hours of work for the various areas or functions:

Division	Regular Hours/Day	Regular Days/Week
Roads Operations, excluding administrative staff	07:30-16:00	Mon to Fri
Fleet & Equipment Operations, excluding Division Support	07:30-16:00	Mon to Fri
Water & Waste Water, Environmental Services, excluding administrative staff	07:30-16:00	Mon to Fri
Solid Waste- Environmental Services, Site Operations	08:00-16:30	Mon to Sat
Weigh Scale Operations	07:45-16:45	Mon to Sat
Engineering Services, excluding Transportation Engineering Tech	08:00-16:30	Mon to Fri
Summer Programs, Community Development & Partnerships –	Min 6 hrs/day Max 10 hrs/day	Sun to Sat
Facilities & Parks Operations	7:30-16:00	Mon to Fri
Facilities Maintenance	4:00-23:00	Mon to Fri
Custodian (Full-time)	Min 6 hrs/day	Sun to Sat
Parks & Recreation	Max 10 hrs/day	
All other positions	8:30-16:30	Mon to Fri

Nothing in this Article shall be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. However, before any changes are made to the regular hours of work there will be prior notice to and discussion with the Union.

In Facilities & Parks Operations - the Employer will endeavour to schedule the most senior full-time employee at each facility for Monday to Friday shifts.

#### b) Shift Premium

An employee shall receive a premium of sixty-five cents (\$0.65) per hour for all hours worked if the majority of hours of the shift are worked between 15:30 hours and 07:00 hours.

### c) Regular Part-Time Employees

The regularly scheduled hours of work for all part-time employees will be as determined by the Employer up to a maximum of 24 hours per week.

A part-time employee will be eligible for overtime rates of pay only after working the normal weekly hours of work equivalent to a full-time employee.

### 25.2 Overtime

All time worked before or after the regular work week as per Article 25.1 (a), or on a holiday shall be considered overtime.

### 25.3

Overtime shall be reimbursed at the following rates:

- (a) in excess of a regularly scheduled, full-time worked day - time and one-half (1½);
- (b) in excess of a regularly scheduled, full-time worked week - time and one-half (1½);
- (c) on a Sunday - double (2X) time;
- (d) employees who work on a Holiday as set out in Article 29.1 double (2X) time,  
PLUS
  - i. the additional day for the Holiday to be scheduled at a time which is mutually agreeable, OR
  - ii. in addition to the employee's basic rate as set out in Schedule "A" times their regularly scheduled daily hours for the holiday.

The employee shall have the option of determining whether to accept an additional day off under (d) (i) above, or to accept pay under (d)(ii) above, subject only to the right of the employer to require payment under (d)(ii) if the operational needs of the County will not permit an additional day off for any employee.

### 25.4

- (a) A full-time employee shall be compensated for overtime, either at time and one-half (1½) or double (2) time as set out in Article 25.3 above, either by being paid for it or by taking lieu time off. A full-time employee who does not wish to be paid immediately for overtime earned may put such overtime in his or her "overtime bank".

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

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

Part-time employees shall be paid for all overtime worked either at time and one-half (1½) or double (2) time as set out in Article 25.3. Such part-time employees shall be allowed to take such time off "in lieu", or put such overtime in an "overtime bank" only upon approval by the General Manager or designate.

An employee who has taken in lieu time of a total of seventy (70) hours for thirty five (35) hour per week employees or eighty (80) hours for forty (40) hour per week employees in a

calendar year shall be notified of having reached this maximum and shall automatically be paid for all overtime worked thereafter in the year at premium rates on the next practical pay day.

- (b) An employee who has overtime in his or her overtime bank as of the last pay period of any calendar year shall be notified and shall be paid in the following February at the basic rate at which such overtime was earned.
- (c) Overtime must be authorized by the General Manager or designate;
- (d) On retirement or death, the Employer shall pay accumulated overtime to either the employee or the employee's beneficiary.

#### 25.5

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

#### 25.6

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

#### 25.7

- a. Overtime shall be shared as equitably as possible among those employees who are usually engaged in the operation involved, and who are willing to participate in the said overtime work.
- b. Where there is a requirement to provide By-Law Enforcement outside of the normal hours of work, the employer reserves the right to schedule an employee in a rotating reverse order of seniority, with a minimum of four (4) weeks notice to the affected employee(s). Scheduled assignments may be exchanged with or given to another qualified employee provided that prior written notice is given to the appropriate Non Union Supervisor or Manager. Such approval will not be unreasonably denied.

#### 25.8

- (a) Employees who are required to attend meetings on behalf of the Employer outside the regular schedule of hours shall be entitled to reimbursement for meal expenses—in accordance with the policies of the Employer.
- (b) When a full-time employee is required to work overtime in excess of two (2) hours beyond the end of the normal work day, or the employee works more than 4 hours outside of their regularly scheduled hours, on an unscheduled, emergency basis, he/she shall receive reimbursement for meal expense upon submission of a receipt to a maximum of ten (\$10.00) dollars. An additional meal expense may be reimbursed to a maximum of ten (\$10.00) dollars, if the required overtime is in excess of eight (8) hours beyond the end of the normal work day.

## 25.9 Call-in

- (a) A full-time office or technical employee who is called to return to work outside of their regularly scheduled hours, shall be compensated at double time (2X) their regular rate for time worked or a minimum of four (4) hours pay at their regular rate, whichever is greater.
- (b) A full-time employee who is not an office or technical worker and who is called to return to work beyond their regularly scheduled hours set out in Article 25.1 shall be paid either a minimum of four (4) hours at straight time rates from the time of arrival at the job site, or at the applicable overtime rate set out in Article 25.3 for such time worked, whichever is greater.

### Procedure:

The call-in procedure will be done on a rotational basis by classification by seniority within the Division, except for within Facilities & Parks Operations and Roads Operations which will be by the specific reporting location, and shall not include employees on vacation including weekends on either side of the scheduled week of vacation, or on time off in lieu of overtime pay. Where an employee is deemed to be on vacation in accordance with this Article or on time off in lieu of overtime pay but is available to work and no other employees are available to work or all employees are working, an employee on vacation or on time off in lieu of overtime pay may be called in to work in order of seniority of those employees absent for such reasons.

- (c) If an employee is called in to perform work between 12:01 a.m. and 4:00 a.m. his/her reporting time that morning shall be delayed, without loss of pay, in an amount equivalent to the time worked beyond 12:01 a.m.
- (d) If an employee is called in to perform work between 4:01 a.m. and the employee's normal morning start time, the commencement of such call-out shall be considered the commencement of the workday. Such employee shall be entitled to pay in accordance with Article 25.9 in addition to their normal hourly rate for the eight (8) hours worked.
- (e) Employees not on call and who do not report to work will be compensated with one (1) hour's pay at double time when they contact and assign employees for call-ins outside of regular working hours provided the employer has assigned this authority. No additional compensation will be made for any calls responded to within the same one (1) hour period.

## 25.10

If outside work is halted during working hours by reason of inclement weather conditions, the Employer shall provide other work for staff affected. If other work is not available no loss of pay shall result by reason of the provision of this clause.

## **ARTICLE 26 - PAGERS AND ON-CALL**

### 26.1

- (a) Management may assign employees to be on-call in order to meet operational requirements as follows:
  - (i) One (1) pager to an employee in the Water and Waste Water section of the Environmental Services Divisions;
  - (ii) Up to two (2) pagers to employees in the Roads Operations Division;
  - (iii) One (1) pager to employees in the Facilities and Parks Operations Division



- (iv) Up to one (1) pager to employees in the Emergency Services Division.

In the event that the employer determines a need for additional Pager(s) in any of the above Divisions, they shall advise the Union in writing.

- (b) On-call shall be assigned on a weekly basis with a minimum of four (4) week's notice as equitably as possible amongst those qualified employees who are usually engaged in the operation involved. For the purpose of this Article, the weekly assignment shall commence on Friday at the end of regular working hours and conclude on the following Friday at the beginning of working hours.
- (c) The employee assigned a pager for the purpose of being on call must be able to respond immediately to a page and be able to report to work if necessary.
- (d) On-call employees shall be paid the premium of \$1.50 per hour for the time he/she is on call outside of regular working hours.

Effective January 1, 2017, this premium shall increase to \$1.55 per hour

Effective January 1, 2018, this premium shall increase to \$1.60 per hour

Effective January 1, 2019, this premium shall increase to \$1.65 per hour

A lieu day will be banked in recognition of being on call on a recognized holiday. The lieu day will be taken at a time approved by the employer.

- (e) The Employer shall provide a County vehicle for the employee's use while on call as per Policy regarding the use of all County vehicles.
- (f) On-call employees who are contacted outside of regularly scheduled hours to contact and assign employees for call-ins but do not report to work will be compensated with one (1) hour's pay at double time. No additional compensation will be made for any calls responded to within the same one (1) hour period
- (g) If the nature of the call requires the on-call employee to report to work outside of regular scheduled hours, the provisions of Article 25.9 Call-in shall apply rather than Article 26.1 (f).
- (h) Assigned on-call duty may be exchanged with or given to another qualified employee provided that prior written notice is given to the appropriate Non-Union Supervisor or Manager. Such approval will not be unreasonably denied.

## **ARTICLE 27 - PENSION PLANS**

### **27.1**

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

- (a) Ontario Municipal Employees' Retirement System (O.M.E.R.S.). (The Employer and the employee shall make contributions in accordance with the provisions of O.M.E.R.S.),
- (b) Canada Pension Plan

and employees shall retire in accordance with the terms of the said Plan.

27.2

For part-time employees who are eligible to participate in the O.M.E.R.S. Pension Plan, the employee's percentage in lieu of benefits will be in accordance with Article 30.5.

27.3

Any disciplinary suspension without pay since January 1, 2001 not subsequently reversed shall be considered as an authorized leave and, as such, eligible to be considered as a purchasable leave period as credited service in accordance with established O.M.E.R.S. guidelines. Employees shall be responsible for all costs related to the purchase of any portion of a purchasable leave period.

**ARTICLE 28 - VACATION**

28.1

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

- (a) A new regular full-time employee will be granted a vacation in the first calendar year of employment at the rate of 1¼ of a day vacation for each month of active, continuous service to the end of that year to a maximum of fifteen (15) days;
- (b) A full-time employee who has completed one (1) year of active, continuous service in the calendar year following the calendar year in which employment started will receive in that year three (3) weeks' vacation with pay and the same for each year thereafter until five (5) years of active, continuous service;
- (c) A full-time employee shall be granted four (4) weeks' vacation with pay in the year in which he completes six (6) years of active, continuous service;
- (d) A full-time employee shall be granted five (5) weeks' vacation with pay in the year in which he completes eleven (11) years of active continuous service;
- (e) A full-time employee shall be granted six (6) weeks' vacation with pay in the year in which he completes nineteen (19) years of active, continuous service;
- (f) A full-time employee may, subject to the operational requirements and with the approval of the Manager/General Manager, carry over to the following year, up to one-half (1/2) of the current years' vacation entitlement, to a maximum of two (2) weeks on the condition that the vacation carried over is taken within a predetermined period of time within the following year;
- (g) Permanent Part-Time -

Permanent part-time employees shall receive vacation pay equal to a percentage of their gross earnings on a biweekly pay as outlined below. In calculating wages for vacation percent, no account shall be taken of any vacation pay previously paid.

Hours Worked	% Vacation Pay
0 – 1, 040	4
more than 1,040	5

## 28.2

Vacations for full-time employees are earned during the current calendar year and according to the employee's starting date. Subject to Article 28.1 (f) all vacation becomes due and must be taken within the current calendar year, in a manner that meets operational requirements.

## 28.3

Upon termination of employment or retirement, a full-time employee shall be entitled to vacation pay earned for the period from January 1st of the current calendar year, to the date of termination or retirement, less the amount of vacation already used in that year.

## 28.4

If a full-time employee is absent without pay for other than medical reasons for a period of thirty (30) calendar days or longer then such employee's vacation entitlement in the year in which the unpaid absence occurs shall be reduced in proportion to the number of working days lost during such absence.

## 28.5

If a full-time employee is absent without pay for medical reasons for a period of one (1) calendar day or longer then such employee's vacation entitlement in the year in which the unpaid absence occurs shall be reduced in proportion to the number of working days lost during such absence.

## 28.6

Upon the death of a full-time employee, the Employer shall pay vacation pay earned to the date of death less the amount used in that year and less statutory deductions to the employee's estate.

## 28.7

A full-time employee who terminates in a calendar year after having taken vacation will be required to pay back to the Employer any amount of vacation paid in advance over and above the amount owing to such employee on the basis of service.

## 28.8

A full-time employee who qualifies for sick leave requiring hospitalization during vacation shall not have a deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date at a time convenient to the requirements of the Employer with the wishes of the employee given full consideration.

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

28.9

By March 15th, each Division shall post a list and the full-time employees shall indicate by April 1<sup>st</sup>, their vacation request for the following twelve (12) month period. The Manager/General Manager shall post the approved vacation schedule by May 1<sup>st</sup> taking into consideration both the operational needs of the Division and the wishes of the employees on the basis of seniority, subject to Article 28.2 above. The employee's vacation preference shall not be unreasonably denied.

Employees who do not book vacation by the above noted dates will have vacation requests considered on a first-come, first-serve basis and will be approved taking into consideration both the operational needs of the Division and the wishes of the employee.

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

**ARTICLE 29 - RECOGNIZED HOLIDAYS**

29.1

The following Holidays are recognized:

- |                |                  |
|----------------|------------------|
| New Years' Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas        |
| Canada Day     | Boxing Day       |
| Civic Holiday  | Family Day       |

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

29.2

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

29.3

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

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

#### 29.4

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

- (a) the full-time employee works his/her scheduled shift immediately preceding and succeeding the Recognized Holiday unless absence is the result of personal illness or accident in which case the Employer may require verification by a medical doctor's certificate as to the illness or accident;
- (b) the full-time employee who has been recalled must work the day before and the day after the Holiday since returning to work, and is not entitled to a Recognized Holiday between the date of layoff and the return to work.
- (c) For part-time employees the entitlement to holiday pay on any of the aforementioned recognized paid holidays shall be subject to the Employment Standards Act, as amended.

#### 29.5

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

- (a) in addition to the pay provided for under Article 29.4, double (2X) basic hourly salary times all hours worked on Holidays listed in this Article; or,
- (b) no payment under Article 29.4 if the employee does not report for work and does not have a reason satisfactory to the Employer for not so reporting.

### **ARTICLE 30 - BENEFIT PLANS – Full-time Employees Only**

#### 30.1

- (a) Extended Health Care - Full-Time Employees, Only

All full-time employees up to the age of sixty-five (65) may participate in the Extended Health Care and Hospital Plan currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The deductible is ten (\$10) dollars for single coverage and twenty (\$20) dollars for family coverage.

The vision care which is part of the Extended Health Care Plan shall provide for three hundred and fifty (\$350.) dollars coverage every twenty-four (24) months including the cost of eye examinations.

- (b) Group Life Insurance and Accidental Death and Dismemberment

All full-time employees up to the age of sixty-five (65) shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The current coverage is two (2) times the annual salary rounded to the next highest one thousand dollars (\$1,000) to a maximum of one hundred and fifty thousand (\$150,000) dollars.

(c) Long Term Disability

All full-time employees up to the age of sixty-five (65) shall participate in the Long Term Disability Plan currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The current coverage is sixty-six (66%) percent of monthly earnings to a maximum of eighteen hundred (\$1,800) dollars per month.

(d) Dental Plan

All full-time employees up to the age of sixty-five (65) may participate in the Dental Plan currently in force. The Employer shall pay one hundred (100%) percent of the premium for such coverage. The current Dental Plan in effect is based on Sun Life contract #22487. The previous year's O.D.A. fee schedule will apply.

Crowns, bridgework and major restorative services for reimbursement at fifty (50%) percent of the cost to an annual maximum of one thousand five hundred dollars (\$1500) per permanent full-time employee.

(e) Early Retirement Benefits – Full Time Employees Only

- (i) In the case of retirement due to total and permanent disability not covered by the Workplace Safety Insurance, after a minimum of twenty (20) years' service with the County and after the age of fifty-five (55) years, the County agrees to pay one hundred percent (100%) of the premiums for Extended Healthcare Plan and Dental Plan until the employee reaches sixty-five (65) years of age.
- (ii) This Article 30.1(e)(ii) applies to all employees who are employed by the County as of April 22, 2002, being the date of ratification of this agreement. In the case of retirement prior to age sixty-five (65) if the employee is fifty-five (55) years of age or older, and is eligible for an unreduced pension under the OMERS Pension Plan, the County agrees to pay 100% of the premiums for the Extended Health Care Plan, Dental and Group Life Insurance until the employee reaches age sixty-five (65). Should the employee die prior to age sixty-five (65) and while in receipt of these health benefits, the employee's spouse will receive such benefits until the date at which the employee would have been sixty-five (65) years of age or until remarriage of the spouse whichever is sooner.
- (iii) This Article 30.1(e)(iii) applies to all employees who are hired by the County after April 22, 2002, being the date of ratification of this agreement. In the case of retirement prior to age sixty-five (65) if the employee is fifty-five (55) years of age or older, has been an active employee for at least twenty (20) years with Haldimand County and is eligible for an unreduced pension under the OMERS Pension Plan, the County agrees to pay 100% of the premiums for the Extended Health Care Plan, Dental and Group Life Insurance until the employee reaches age sixty-five (65). Should the employee die prior to age sixty-five (65) and while in receipt of these health benefits, the employee's spouse will receive such benefits until the date at which the employee would have been sixty-five (65) years of age or until remarriage of the spouse whichever is sooner.
- (iv) Life insurance coverage shall not accrue to the spouse upon the death of the member.
- (v) For the purpose of this sub-Article (e), service in the County includes service in the former City of Nanticoke, the former Town of Haldimand, the former Town of Dunnville and / or the former Regional Municipality of Haldimand-Norfolk.

- (vi) The coverage provided by payment of the premiums pursuant to this Article 30.1(e) shall be in accordance with the same coverage provided to active members of CUPE Local 4700 (Haldimand).

### 30.2

- (a) The terms of the Policies and the rules and requirements of the various Carriers of these Benefit Plans shall govern.
- (b) It is agreed that any changes initiated by the carrier will not be subject to the Grievance procedures as outlined under Article 10.
- (c) Further, it is agreed that the Employer will not initiate any change in any benefit plan which would reduce any benefits without prior written agreement between the Parties.

### 30.3

The Employer shall pay for each participating full-time employee the costs of the Benefit Plans except that:

- (a) once sick leave credits are exhausted, continuation of any benefits shall be subject to the approval of the provider. The Corporation shall pay the approved benefit premiums for up to thirty (30) calendar days. Thereafter, to maintain coverage, the employee must pay the full premiums by the first (1st) day of each month following or by some other mutually satisfactory arrangement between the employee and the Employer.
- (b) a person on leave of absence due to personal reasons at the date such pay deduction for the Benefit Plan is scheduled to be made must (if coverage is to be continued) pay the total monthly cost to the Employer by the first (1st) day of each month if so arranged with the Employer; and,
- (c) a person who is laid off shall cease to qualify for the above benefits immediately upon layoff. However, where a layoff is of a temporary nature, the employee laid off may continue under the Plans by paying the total monthly cost to the Employer by the first (1st) day of each month if so arranged with the Employer.

This section excludes temporary employees.

### 30.4

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

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

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

30.5 Percentage-In-Lieu – Part-Time ONLY

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

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

**ARTICLE 31 - SICK LEAVE PROVISIONS - Full-Time Employees, ONLY**

31.1

It is agreed by both the Employer and the union that employees who are Haldimand County employees as at January 1, 2001, shall have their existing sick leave credits 'grandfathered'. Further, effective January 1, 2001, they shall accumulate sick leave credits according to the schedule outlined in Article 31.2.

31.2 Sick Leave Credit Entitlement

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

- (a) one (1) day per month for each unbroken month of service while an employee of the Corporation, or;
- (b) where a full-time employee is absent from employment for a period in excess of nine (9) working days in a calendar month, the sick leave credit referred to in subsection (a) shall be allowed as follows:

<u>Working Days Absent</u>	<u>Monthly Sick Leave Credit</u>
0-9 days inclusive	1 day
10-15 days inclusive	½ day
16 or more days	Nil

- (c) Sub-section (b) of this Article 31.2 shall not apply to a full-time employee who is:
  - (i) absent due to attendance at any convention, education course or similar activity sponsored or approved by the Corporation;
  - (ii) requested to work different hours than those originally scheduled for that employee;
  - (iii) on vacation;
  - (iv) on a Recognized Holiday;
  - (v) on approved leave of absence with pay;
  - (vi) granted leave of absence in writing without pay by the Department Head, or designate;



- (vii) on overtime off in lieu.
- (d) Sub-section (b) of this Article 31.2 shall apply to a full-time employee who is:
  - (i) absent because of illness or non-compensable accident;
  - (ii) absent because of quarantine by the Medical Officer of Health.
- (e) The monthly sick leave credit accrues to a full-time employee on the first day of the calendar month next following the month during which employment commenced. The credit shall be accrued subject to the conditions set out in Article 31.2 (b).
- (f) Unused sick leave shall accumulate at one hundred (100%) percent on the first day of the month following each completed calendar month of service to a maximum of 378 days.
- (g) The number of days or half-days for which a full-time employee receives sick pay shall be deducted from his/her cumulative sick leave credits. Only regular assigned working days form a part of an illness period and only such working days shall be charged against a full-time employee's cumulative sick leave credit.
- (h) Full-time employees who qualify for sick leave credit are entitled to sick leave at their standard normal daily rate of salary. Overtime or any other additional remuneration shall not be included in calculation of sick leave allowance.

### 31.3 Sick Leave Credit Use

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

- (a) Personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided that in the instance of an employee in receipt of an award under the Workplace Safety Insurance Act, such employee shall be excluded from utilizing sick leave allowances except as provided elsewhere in this Article;
- (b) Exposure to contagious disease that in the opinion of an attending physician of health might endanger the health of other employees by the attendance on duty;
- (c) Employees shall endeavour to schedule appointments outside of normal working hours. When this is not possible, sick leave may be utilized for medical or dental appointments. The first one hour of medical or dental appointments, excluding those related to massage therapy, will not be deducted from sick leave banks.

### 31.4 Sick Leave Procedure

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

- (a) A full-time employee shall, on the first day or part of a day of illness, report or cause to report such illness to the Immediate Non-Union Supervisor. Such reporting shall be in accordance with the rules governing reporting for work.
- (b) A full-time employee who fails to report as outlined in subsection (a) of this Article 31.4 shall be considered as absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.

- (c) A full-time or part-time employee shall file with the Immediate Non-Union Supervisor or designate, a doctor's certificate:
  - (i) after one (1) day of absence if deemed necessary and if so requested in advance in writing;
  - (ii) for each and every absence immediately following a vacation period;
  - (iii) for each and every absence on a day immediately prior to or after regular days off if deemed necessary, and if so advised in advance in writing.
- (d) A full-time employee whose absence due to illness extends until after the third regularly scheduled working day shall, as soon as practical upon returning to work, submit a doctor's certificate;
- (e) A full-time employee whose absence due to illness extends to fourteen (14) consecutive working days shall, on the fourteenth (14th) day and as requested thereafter submit the standard Haldimand County medical form, completed by a physician. The completed medical form may be submitted directly to the Coordinator, Benefit Services and the County will reimburse employees for any cost in obtaining such document, to a maximum of \$40.00. In the event that the employer requires additional information outside of what is on the standard medical form, the employer shall pay a maximum of \$75.00, unless otherwise deemed appropriate;
- (f) A full-time employee failing to file a doctor's certificate or the standard Haldimand County form, shall be considered as being absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.

### 31.5 Employment Insurance

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

### 31.6 Workplace Safety Insurance

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

### 31.7 Recovery of Damages - Full-Time Employees, ONLY

An employee who is absent by reason of injury caused by another person, whereby such employee's sick leave credits are reduced or exhausted and such employee recovers damages by way of action or settlement from such other person for such loss of sick leave credits, may repay to the Employer a sum so as to restore such employee's sick leave credits to the position in which they were before the accident, computed according to the basic salary at that time.

**ARTICLE 32 - DURATION OF AGREEMENT**

32.1

This Agreement shall become effective on the first day of January 2016 and such Agreement shall remain in effect for the period up to and including the thirty-first day of December, 2019 and shall continue and remain in effect thereafter for periods of one (1) year each unless either Party gives to the other notice in writing in the period of three (3) months immediately preceding the termination date of this Agreement or any annual term thereafter of its desire to revise, modify or terminate this Agreement.

32.2

Should either Party give notice as provided for herein, the Parties agree to meet within a period of fifteen (15) working days from the giving of such notice or within such further period as they may agree upon and they agree to bargain in good faith and make every reasonable effort to conclude a Collective Agreement.

32.3

The effectivity of any right or benefit set out in this Collective Agreement shall be as of the date of the signing of this Collective Agreement unless otherwise specified herein; and shall apply to employees employed during the term set out in Article 32.1, other than employees discharged for cause.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officer and representatives at

Signed at Cayuga, Ontario, this 28<sup>th</sup> day of March, 2017.

FOR THE UNION:

Josie Marchesano

\_\_\_\_\_  
Janice Loveday

\_\_\_\_\_  
Jim Bulek

\_\_\_\_\_  
Grant Dicker

\_\_\_\_\_  
Craig Thomson

\_\_\_\_\_  
Barbara Carter

\_\_\_\_\_  
Mary Uildersma

FOR THE EMPLOYER:

Megan Jamieson

\_\_\_\_\_  
Karen General

\_\_\_\_\_  
Craig Manley

\_\_\_\_\_  
Tyson Haedrich

\_\_\_\_\_  
Phil Mete

\_\_\_\_\_  
Brandon Hedges

CUPE Local 4700 (Haldimand)  
 Hourly Wage Rates - Schedule A  
 Schedule A

Position	Division	Hours/Week		January 1 2016 HRLY RATE	January 1 2017 HRLY RATE	January 1 2018 HRLY RATE	January 1 2019 HRLY RATE
<b>GRADE 1</b>							
Custodian	Facilities & Parks Operations	30 / up to 24	Start Rate 0 mths.	\$16.947	\$17.243	\$17.545	\$17.895
			12 mths.	\$17.794	\$18.105	\$18.422	\$18.790
		24 mths.	\$18.684	\$19.010	\$19.343	\$19.730	
		Job Rate 36 mths.	\$19.618	\$19.961	\$20.310	\$20.716	
<b>GRADE 2</b>							
Division Support	Facilities & Parks Operations	35	Start Rate 0 mths.	\$17.793	\$18.105	\$18.422	\$18.790
Weigh Scale Attendant	Solid Waste Operations	36	12 mths.	\$18.683	\$19.010	\$19.343	\$19.730
			24 mths.	\$19.617	\$19.960	\$20.310	\$20.716
			Job Rate 36 mths.	\$20.598	\$20.958	\$21.325	\$21.752
<b>GRADE 3</b>							
Accounts Payable Clerk	Finance	35	Start Rate 0 mths.	\$18.683	\$19.010	\$19.343	\$19.729
Division Support	Economic Development & Tourism	35	12 mths.	\$19.617	\$19.960	\$20.310	\$20.715
Election Assistant	Clerks (Election years only)	35	24 mths.	\$20.598	\$20.958	\$21.325	\$21.751
Landfill Site Attendant *	Solid Waste Operations	Up to 24	Job Rate 36 mths.	\$21.628	\$22.006	\$22.391	\$22.839
<b>GRADE 4</b>							
Accounting / Tax Clerk	Finance	35	Start Rate 0 mths.	\$19.618	\$19.961	\$20.310	\$20.715
Accounts Receivable Clerk	Finance	35	12 mths.	\$20.599	\$20.959	\$21.325	\$21.751
Division Support	Clerks	35	24 mths.	\$21.629	\$22.007	\$22.391	\$22.839
Division Support	Emergency Services	35	Job Rate 36 mths.	\$22.710	\$23.107	\$23.511	\$23.981
Division Support	Fleet & Equipment Operations	35					
Division Support	Roads Operations	35					
Division Support	Water & Wastewater Operations	35					
Division Support	Solid Waste Operations	35					
Facilities Clerk	Facilities & Parks Operations	35					

<b>Fleet Clerk</b>	Fleet & Equipment Operations	40
<b>Labourer *</b>	Roads Operations (vacant - 2008)	40
<b>Parks &amp; Recreation Maintenance Assistant *</b>	Facilities & Parks Operations	40
<b>Tax Clerk</b>	Finance	35

**GRADE 5**

<b>Cemeteries Assistant *</b>	Facilities & Parks Operations	35
<b>Customer Service Representative</b>	Support Services	35
<b>Facility Booking Clerk</b>	Community Development & Partnerships	35
<b>Licensing Officer</b>	Clerks	35
<b>Parks &amp; Recreation Maintenance *</b>	Facilities & Parks Operations	40
<b>Planning Technician</b>	Planning & Development	35

<b>Start Rate 0 mths.</b>	\$20.599	\$20.959	\$21.325	\$21.752
<b>12 mths.</b>	\$21.629	\$22.007	\$22.391	\$22.840
<b>24 mths.</b>	\$22.710	\$23.107	\$23.511	\$23.982
<b>Job Rate 36 mths.</b>	\$23.845	\$24.262	\$24.687	\$25.181

**GRADE 6**

<b>POA Administration Clerk / Court Monitor</b>	Clerks	35
<b>Roadway Maintenance Worker *</b>	Roads Operations	40
<b>Secretary Treasurer, Committee of Adjustment</b>	Planning & Development	35
<b>Senior Accounting Clerk</b>	Finance	35
<b>Tax Collector</b>	Finance	35
<b>Transportation Engineering Technologist</b>	Engineering Services	35

<b>Start Rate 0 mths.</b>	\$21.628	\$22.006	\$22.390	\$22.838
<b>12 mths.</b>	\$22.709	\$23.106	\$23.510	\$23.980
<b>24 mths.</b>	\$23.844	\$24.261	\$24.686	\$25.179
<b>Job Rate 36 mths.</b>	\$25.036	\$25.474	\$25.920	\$26.438

**GRADE 7**

<b>Building Technician</b>	Building Controls & By-law Enforcement	35
<b>Facilities Maintenance</b>	Facilities & Parks Operations	40
<b>GIS / CAD Technologist</b>	Engineering Services	40
<b>Heavy Equipment Operator *</b>	Roads Operations	40
<b>Lead Hand *</b>	Facilities & Parks Operations	40
<b>Mapping &amp; Graphics Technologist</b>	Planning & Development	35
<b>Solid Waste Operations, Senior Site Attendant</b>	Solid Waste Operations	40
<b>Research Technician</b>	Economic Development & Tourism	35

<b>Start Rate 0 mths.</b>	\$23.790	\$24.206	\$24.629	\$25.121
<b>12 mths.</b>	\$24.979	\$25.416	\$25.860	\$26.377
<b>24 mths.</b>	\$26.228	\$26.687	\$27.153	\$27.696
<b>Job Rate 36 mths.</b>	\$27.539	\$28.021	\$28.511	\$29.081

**GRADE 8**

<b>Community Recreation Programmer</b>	Community Development & Partnerships	35
<b>Development &amp; Design Technologist **</b>	Planning & Development	35
<b>Facilities Technologist</b>	Facilities & Parks Operations	40
<b>Records Analyst</b>	Clerks	35
<b>Senior By-Law Enforcement Officer</b>	Building Controls & By-Law Enforcement	35
<b>Fleet Coordinator (Training &amp; Safety)</b>	Fleet & Equipment Operations	40

<b>Start Rate 0 mths.</b>	\$26.170	\$26.628	\$27.093	\$27.635
<b>12 mths.</b>	\$27.478	\$27.959	\$28.448	\$29.017
<b>24 mths.</b>	\$28.852	\$29.357	\$29.870	\$30.468
<b>Job Rate 36 mths.</b>	\$30.295	\$30.825	\$31.364	\$31.991

<b>Water &amp; Waste Water Operator</b>	Water & Waste Water Operations	40
		40
		40

<b>Operator in Training</b>	\$22.710	\$23.107	\$23.511	\$23.981
<b>Operator 1</b>	\$27.539	\$28.021	\$28.511	\$29.081
<b>* Operator 2</b>	\$30.295	\$30.825	\$31.364	\$31.991

Note: \*\* Incumbents in this position as of June 21, 2010 are grandfathered at 40 hours / week

**GRADE 9**

<b>Automotive Technician *</b>	Fleet & Equipment Operations	40
<b>Fire Prevention Officer</b>	Emergency Services	35
<b>Municipal Technologist</b>	Engineering Services	40
<b>Foreperson</b>	Roads Operations	40
<b>Operations Technologist / Contracts Administrator</b>	Roads Operations	40
<b>Foreperson, Waste Management</b>	Solid Waste Operations	40
<b>Solid Waste Operations Technologist</b>	Solid Waste Operations	40
<b>Senior GIS Technologist</b>	Planning & Economic Development	35
<b>Water &amp; Waste Water Technologist</b>	Water & Waste Water Operations	40

<b>Start Rate 0 mths.</b>	\$28.786	\$29.289	\$29.801	\$30.397
<b>12 mths.</b>	\$30.225	\$30.753	\$31.291	\$31.917
<b>24 mths.</b>	\$31.736	\$32.291	\$32.856	\$33.513
<b>Job Rate 36 mths.</b>	\$33.323	\$33.906	\$34.499	\$35.189

Note: For Automotive Technician Apprentice wage treatment refer to Letter of Understanding Re: Fleet Restructuring

**GRADE 10**

			<b>Start Rate 0 mths.</b>	\$31.667	\$32.221	\$32.786	\$33.441
			<b>12 mths.</b>	\$33.250	\$33.832	\$34.425	\$35.113
			<b>24 mths.</b>	\$34.912	\$35.524	\$36.146	\$36.869
			<b>Job Rate 36 mths.</b>	\$36.658	\$37.300	\$37.953	\$38.712
<b>Fleet Foreperson</b>	Fleet & Equipment Operations	40					
<b>Senior Economic Development Officer</b>	Economic Development & Tourism	35					
<b>Chief Operator in Charge, Water &amp; Waste Water</b>	Water & Waste Water Operations	40					
<b>Planner</b>	Planning & Economic Development	35					
<b>Building Inspector</b>	Building Controls & By-Law Enforcement	35					

<b>Out of Schedule Premium Rates</b>							
<b>Planner</b>	Planning & Economic Development	35	<b>LMWA**</b>	N/A	\$10.000	\$10.000	\$10.000
<b>Building Inspector</b>	Building Controls & By-Law Enforcement	35	<b>LMWA**</b>	N/A	\$4.000	\$4.000	\$4.000

**GRADE 11**

<b>Senior Building Inspector</b>	Building Controls & By-Law Enforcement	35	<b>Start Rate 0 mths.</b>	\$34.832	\$35.442	\$36.063	\$36.784
			<b>12 mths.</b>	\$36.574	\$37.214	\$37.866	\$38.623
			<b>24 mths.</b>	\$38.403	\$39.075	\$39.759	\$40.554
			<b>Job Rate 36 mths.</b>	\$40.323	\$41.029	\$41.747	\$42.582

<b>Out of Schedule Premium Rates</b>							
<b>Senior Building Inspector</b>	Building Controls & By-Law Enforcement	35	<b>LMWA**</b>	N/A	\$4.000	\$4.000	\$4.000

**NOTES:**

1. Positions identified with “\*\*” are male positions used for the purpose of Pay Equity for CUPE and other employee groups.
2. LMWA \*\* - refers to an approved Labour Market Wage Adjustment, which is an approved hourly premium applied to identified positions, in addition to the approved hourly rate for the grade, to address a temporary shortage or recruitment issues in the immediate labour market. The amount shown as “out of schedule” is the hourly premium which is added to the applicable rate to determine the full salary.

**CUPE Local 4700 (Haldimand)**  
**Student Hourly Wage Rates**  
**Schedule B**

*Revised April 10 due to change in minimum wage legislation (Ontario) and Council approved increase per 2015 budget new initiative*

			<i>Effective date</i>	<i>Effective date</i>	<i>Effective date</i>	<i>Effective date</i>	<i>Effective date</i>	<i>Effective date</i>	<i>Effective date</i>
	<b>Hours per week</b>	<b>Minimum Hiring Criteria</b>	<b>Oct 1 2016</b>	<b>Jan 1 2017</b>	<b>Oct 1 2017</b>	<b>Jan 1 2018</b>	<b>Oct 1 2018</b>	<b>Jan 1 2019</b>	<b>Oct 1 2019</b>
<b>Student 1 (General Minimum Wage, as determined by Employment Standards Act, as amended)</b>									
Facilities & Parks Operations Student	Up to 40	Enrolled in high school and returning to school on a full-time basis	\$11.400	\$11.400	TBD	TBD	TBD	TBD	TBD
Summer Maintenance, Roads Operations	40	- minimum 16 years of age -standardized tasks, typically under guidance or supervision							
<b>Student 2 (General Minimum Wage, as determined by Employment Standards Act, as amended, plus 20%)</b>									
Student Assistant, Building Controls	35	Enrolled in post-secondary and returning to school on a full-time basis	\$13.700	\$13.700	TBD	TBD	TBD	TBD	TBD
Student Assistant, By-Law	35	- regulated tasks,							
Student Assistant, Clerk's	35	may contribute to projects,							
Student Assistant, Support Services	35	limited independent work, generally							
Student Assistant, Economic Development & Tourism	35	under guidance or supervision							
<b>Student 3 (General Minimum Wage, as determined by Employment Standards Act, as amended, plus 60%)</b>									
Student Assistant, Engineering Services	40	Enrolled in post-secondary and returning to school on a full-time basis	Tied to PFT	\$18.250	TBD	TBD	TBD	TBD	TBD
Student Assistant, Roads Operations	40	- project work within a specialized							
Student Assistant, Environmental Services	40	area, works independently, requires							
Student Assistant, Finance	35	a specific skill set or involves significant							
Student Assistant – Projects, Facilities & Parks Operations	35	responsibility for others.							
Program Coordinator, Summer Programs, Community Development & Partnerships	35								
Program Coordinator, Aquatics Programs, Community Development & Partnerships	35								



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4700 (HALDIMAND)  
(THE UNION)

RE: Sick Leave Payout Provision

1. This Letter of Understanding will be subject to renewal or deletion at the end of the term of this Agreement, as may be negotiated by the Parties at that time.
2. Paragraph 2 of this Letter of Understanding applies to employees of the former Regional Municipality of Haldimand-Norfolk who were members of CUPE Local 2210 and CUPE Local 3455 and entitled to sick leave credits prior to the dates specified below.

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

- (a) Such employee must have five (5) full years' service as of the date of such resignation, retirement, death or permanent layoff;
  - (b) Such severance pay will be equal to fifty (50%) percent of the number of days accumulated from sick leave not to exceed one-half (1/2) year's earnings based upon the basic salary and normal hours of work received by such employee immediately prior to such resignation, retirement, death or permanent layoff;
  - (c) Such payment shall not be made to an employee who was formerly a member of CUPE Local 3455 who became an employee after October 3, 1984.
  - (d) Such payment shall not be made to an employee who was formerly a member of CUPE Local 2210 who became an outside employee of the Roads Division (now called Roads Operations Division) after October 3, 1984.
  - (e) Such payment shall not be made to an employee who was formerly a member of CUPE Local 2210 who became an employee after June 12, 1979.
3. Paragraph 3 of this Letter of Understanding applies to employees of the former City of Nanticoke who were members of CUPE Local 2457 and entitled to sick leave credits as at December 31, 2000.

An employee loses cumulative sick leave credit and any benefits under this sick leave plan if the employee:

- (a) is discharged from employment for cause;
- (b) resigns employment before completion of five (5) full years' service.

Employees on the payroll who terminate employment by reason of:

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

4. Paragraph 4 of this Letter of Understanding applies to permanent full time employees of the former City of Nanticoke who are members of CUPE Local 1614 and entitled to sick leave credits as at December 31, 2000.

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

Qualifying permanent employees whose employment is terminated for cause shall not receive lump sum sick leave payments.

5. Paragraph 5 of this Letter of Understanding applies to permanent non-union employees of this former City of Nanticoke who were entitled to sick leave credits as at December 31, 2000 and did not receive a sick time payout as of December 31, 2000, and who are now employees of the County and covered by the CUPE Local 4700 (Haldimand) Agreement.

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

The Employer agrees to provide a list of these employees to the Union within thirty (30) days of ratification.

Dated this 28th day of March, 2017.

FOR THE EMPLOYER:

Megan Jamieson

Karen General

Craig Manley

Tyson Haedrich

Phil Mete

Brandon Hedges

FOR THE UNION:

Josie Marchesano

Janice Loveday

Jim Bulek

Grant Dicker

Craig Thomson

Barbara Carter

Mary Uildersma

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4700 (HALDIMAND)  
(THE UNION)

RE: Implementation of Hourly Wage Rates – Schedule A

The Employer and the Union evaluated positions within the bargaining unit and established Hourly Wage Rates – Schedule A based on the following banding:

<u>Grade</u>	<u>Points</u>
1	157 – 186
2	187 – 216
3	217 – 246
4	247 – 276
5	277 – 306
6	307 – 336
7	337 – 366
8	367 – 396
9	397 – 426
10	427 – 456
11	457 - 486

Hourly Wage Rates - Schedule A incorporates changes to wages that result from the Job Evaluation exercise undertaken by a committee of representatives from the Employer and the Union as well as subsequent economic adjustments agreed to by the parties.

This Letter of Understanding will automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

Dated this 28<sup>th</sup> day of March, 2017.

For the Employer:

Megan Jamieson

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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
(THE EMPLOYER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4700 (HALDIMAND)  
(THE UNION)

RE: Joint Job Evaluation Maintenance Procedure

The Employer will maintain the Corporation of Haldimand County Job Evaluation Maintenance Procedure Regarding CUPE Local 4700 (Haldimand) Represented Positions in consultation with the Union.

Dated this 28<sup>th</sup> day of March, 2017.

FOR THE EMPLOYER:

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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
("THE EMPLOYER")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4700 (HALDIMAND)  
("THE UNION")

RE: Attracting, Developing & Retaining Employees

I. Competitive Recruitment

In order to improve the County's ability to recruit, the employer may, upon consultation with the union and notwithstanding the related provisions of the collective agreement:

1. Recognize immediately upon hire of an external candidate relevant past experience solely for the purpose of determining eligibility for:
  - (a) Wage step within the Grade for the position provided the rate does not exceed the rate paid to any other incumbent in the same position; and/or
  - (b) Enrolment in benefit plan(s) before completion of the probationary period.

Note: Relevant past experience will not be recognized for the purpose of seniority.
2. Review relevant labour market information in comparison to the subject position and determine if a Labour Market Wage Adjustment is warranted, in accordance with Article 21.5.

II. Employee Development Plans – Applicable for internal or external candidates

When the County is unable to recruit a qualified internal/external candidate, with the minimum qualifications desired, due to a shortage of skilled applicants, the employer will repost a development plan opportunity, internally then externally, noting the revised minimum criteria. Consideration will be given under the following provisions:

1. Where a candidate meets the revised minimum qualifications and has the ability and desire to obtain the remaining criteria with minimal effort and in less than one year, the employer may make an offer of employment, conditional upon completing the requirements.

Prior to pursuing this option, the employer will notify the Union outlining the intent to make a conditional offer of employment and provide the expected timeframe during which the minimum qualification requirements are to be satisfied. The employer will consider those candidates who applied to the position and are in the bargaining unit first.

Notwithstanding the provisions of Article 21 – Wages and Salaries, the successful internal or external candidate(s) shall be paid 90% of the identified position's Start

Rate, until the employee has met all minimum requirements established for the position, at which time the employee will move to start rate for the position and progress in accordance with Article 21.3.

2. Where the County is unable to recruit a candidate with most of the revised qualifications and without significant development to meet those qualifications, the employer shall consider a specific development plan for the position, in consultation with the Union.

This Letter of Understanding will automatically expire at the end of the term of the collective agreement unless renewal is specifically negotiated.

Dated this 28<sup>th</sup> day of March, 2017.

For the Employer:

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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
("THE EMPLOYER")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4700 (HALDIMAND)  
("THE UNION")

RE: Automotive Technician Apprenticeship Program

To meet the current and future needs of the organization, the employer may recruit for an automotive technician apprentice, rather than the fully licensed automotive technician position in accordance with the following:

- a. An Automotive Technician Apprentice shall enrol, or be enrolled, in an apprenticeship program to become certified as both an Automotive Service Technician ("S" License) and Truck and Coach Technician ("T" License), subject to relevant legislation and regulation.
- b. The employer may recruit for an apprentice who has not yet achieved either certification noted above or has already achieved one (1) of the two (2) County required certifications above. For clarity, it is understood that internal applicants shall be considered first for an Automotive Technician Apprenticeship.
- c. The apprentice shall have a maximum period of eighteen (18) months to successfully complete the requirements for each of the subsequently required progression steps listed in (k) below.
- d. Where it is possible to write a "challenge exam" rather than completing course material and an exam, an apprentice may be permitted to do so. However, challenge exams may be attempted one time only and if an apprentice is unsuccessful, the apprentice must enrol in the next available school session.
- e. The apprentice is required to supply his/her own industry standard tool box, hand tools and other equipment, as required to perform the duties as assigned.
- f. Any cost associated with the apprentice program, including but not limited to course registration/tuition, materials, tools, travel, parking and books are the responsibility of the employee. Time spent attending in-school training or for the preparation for and writing of exams shall be done outside of normal working hours or, where not possible, will be treated as a leave of absence without pay for the purpose of all wages with the exception that vacation entitlement may be used to substitute for such leaves of absence without pay.

- g. There shall be no loss of benefits with respect to those eligible for the Extended Health Care, Dental, Group Life Insurance, Group Long Term Disability Insurance or Accidental Death and Dismemberment for time spent attending in-school training or for the preparation for and writing of exams. However, in the case that an employee requires a leave of absence without pay for this purpose, the employee shall make the employee and employer contributions to OMERS if they choose to make contributions for this period of time.
- h. Access to sick leave will only be permitted during scheduled work days and not available for time spent attending in-school training.
- i. Continued enrolment in the apprenticeship program shall be dependent upon meeting the requirements of the Apprenticeship and Certification Act, 1998 as amended and all relevant regulations pursuant thereto.
- j. If the apprentice fails to meet any conditions of this agreement, the apprentice shall be required to exercise their rights under Article 16 – Layoff and Recall.
- k. Each apprentice shall progress toward the Start Rate of the Automotive Technician position as follows:

% of Start Rate	Level of Completion
75%	Licence 1 - Program Enrollment
84%	Licence 1 – First school term and exam successfully completed
88%	Licence 1 - Second school term and exam or challenge exam successfully completed
92%	Licence 1 – Third school term and exam or challenge exam successfully completed and Certificate of Qualification successfully completed
96%	Licence 2 – First school term and exam or challenge exam successfully completed
Gr 9 - Start Rate	Licence 2 – Second school term and exam or challenge exam successfully completed
Gr 9 - 12 Month Rate	Licence 2 – Third school term and exam or challenge exam successfully completed and Certificate of Qualification successfully completed

Dated this 28<sup>th</sup> day of March, 2017.

FOR THE EMPLOYER:

Megan Jamieson  
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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF HALDIMAND COUNTY  
("THE EMPLOYER")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4700 (HALDIMAND)  
("THE UNION")

RE: Overtime – Roads Operations Division

The employer and union agree on a without prejudice and precedent setting basis to the following provisions in an effort to respond to the "Hours of Service" legislation governing C.V.O.R. vehicles and "On Duty" driving limits:

1. This Letter of Understanding shall apply only to Roadway Maintenance Workers, Heavy Equipment Operators and Foreperson, Roads Operations.
2. The provisions of Article 24 – Hours of Work shall continue to apply unless otherwise amended by the terms of this Letter of Understanding.
3. A full-time employee shall be compensated for overtime, either at time and one-half (1½) or double (2) time as set out in Article 24.3, either by being paid for it or by taking lieu time off. A full-time employee who does not wish to be paid immediately for overtime earned may put such overtime in his or her "overtime bank".
4. A full-time employee may request payment in lieu time off for any amount of overtime in his or her overtime bank at any time of the year with the exception of the period between the beginning of the first pay period ending in November and the last pay period ending in April, when a full-time employee may request payment in lieu time off for any amount of overtime in his or her overtime bank in excess of sixteen (16) hours.
5. Payment for overtime earned will be made on the next practical pay day after payment is requested. Requests for time off in lieu of overtime pay shall be approved, based on the requirements of the Department or Division and the terms of this Letter of Understanding, at the sole discretion of the employer.
6. Payment for overtime will be at the rate at which such overtime was earned.
7. An employee who has taken in lieu time a total of one hundred and twenty (120) hours in a calendar year shall be notified of having reached this maximum and shall automatically be paid for all overtime worked thereafter in the year at premium rates on the next practical pay day. However, if an employee reaches this maximum of 120 hours, only those banked hours in excess of sixteen (16) hours are eligible for payout during the period of November 1 – April 30.

8. An employee who has overtime in his or her overtime bank as of the last pay period of any calendar year shall be notified and shall be paid in the following February for all hours in excess of sixteen (16) hours at the basic rate at which such overtime was earned.
9. The employer may schedule an employee on paid "lieu time off" using overtime in his or her overtime bank when an employee's "on duty" time eligibility is anticipated to expire or when the employer deems that the employee's "on duty" eligibility is about to breach compliance limitations. If there is not sufficient overtime in the employee's overtime bank, the employee shall be scheduled on time off without pay.
10. The decision to schedule an employee on paid "lieu time off" or on time off without pay as provided for in Point 9 above shall be at the sole discretion of the employer for the purpose of managing "on duty time eligibility" as per the Hours of Service Legislation. Such decision shall be at the sole discretion of the employer taking into consideration operational requirements such as, but not limited to, those deemed necessary to sustain the approved service levels and the current or anticipated weather forecast as well as the "on duty time eligibility" of the employee's next regular scheduled shift or shifts.
11. Overtime must be authorized by the General Manager or designate.
12. On retirement or death, the Employer shall pay accumulated overtime to either the employee or the employee's beneficiary.
13. The parties agree to meet to discuss any concerns arising from the implementation of this Letter of Understanding.
14. This Letter of Understanding shall automatically expire at the end of the collective agreement unless renewal is specifically negotiated.

Dated this 28<sup>th</sup> day of March, 2017.

FOR THE EMPLOYER:

Megan Jamieson

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