

COLLECTIVE AGREEMENT

Between

COUNTY OF WELLINGTON



and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL #973



January 1, 2020 – December 31, 2022

TABLE OF CONTENTS

SUBJECT	PAGE NUMBER
1.00	PURPOSE 3
2.00	SCOPE 3
3.00	MANAGEMENT FUNCTIONS..... 4
4.00	NO DISCRIMINATION OR WORKPLACE HARASSMENT 4
4.02	WORKPLACE AND SEXUAL HARASSMENT 4
5.00	NO DISCRIMINATION OR COERCION 5
6.00	RELATIONSHIP 5
7.00	MAINTENANCE OF CHECK-OFF 5
8.00	UNION REPRESENTATION 6
9.00	ASSISTANCE OF THE UNION 7
9.02	GRIEVANCE PROCEDURE 7
9.03	STEP 1 AND STEP 2 7
9.04	POLICY GRIEVANCES..... 8
10.00	SUSPENSION AND DISCHARGE..... 8
11.00	MANAGEMENT GRIEVANCE 9
11.03	INTERPRETATION – ADMINISTRATION 9
11.04	TIME LIMIT – EXTENSION 9
12.00	ARBITRATION 10
12.02	POWER OF ARBITRATION BOARD 10
13.00	NO STRIKES OR LOCKOUTS 10
14.00	SENIORITY AND DEFINITION OF EMPLOYEES..... 11
14.06	SENIORITY – PROMOTIONS AND TRANSFERS..... 13
14.08	SENIORITY APPLIED TO LAYOFFS AND RECALLS 13
14.11	JOB POSTING - POSITIONS WITHIN THE BARGAINING UNIT 14
14.12	TRANSFERS TO POSITIONS INSIDE AND OUTSIDE THE BARGAINING UNIT 15
14.13	LOSS OF SENIORITY..... 16
14.14	SENIORITY LIST..... 16
15.00	BULLETIN BOARDS 16
16.00	LEAVE OF ABSENCE 17
16.02	BEREAVEMENT LEAVE 17
16.05	LEAVE OF ABSENCE – PERSONAL REASONS 18
16.07	JURY DUTY..... 19
16.08	PREGNANCY AND PARENTAL LEAVE 19
17.00	ANNUAL VACATION..... 20
18.00	PUBLIC AND PAID HOLIDAYS 21
19.00	HOURS OF WORK 22
19.02	OVERTIME 22
19.04	MEAL ALLOWANCE AND CLOTHING ALLOWANCE 23
19.08	ON-CALL DUTY 24
20.00	CLASSIFICATION AND WAGE RATES 25
20.03	MILEAGE..... 25
20.04	REIMBURSEMENT OF COURSES 26
21.00	ACCIDENT AND SICKNESS 26
21.09	JOINT HEALTH AND SAFETY COMMITTEE..... 26
21.10	REHABILITATION, MODIFIED DUTIES AND WORK ACCOMMODATION..... 26
22.00	BENEFIT PACKAGE 27
22.02	BENEFITS WHILE WORKING PAST AGE 65 28
22.03	EARLY RETIREE BENEFITS 29
22.09	EMPLOYER’S SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN 30
23.00	GENERAL 31
23.04	REGIONAL GOVERNMENT OR AMALGAMATION 31

23.05	TECHNOLOGICAL CHANGES	31
23.06	WORK METHODS	32
24.00	DURATION	32
25.00	JOB EVALUATION	32
26.00	ALTERNATIVE WORK ARRANGEMENT PILOT PROJECT	32

Appendix A - Job Share Agreement

Appendix B - Short Term Disability and Medical Responsibility Time Policy HR4.5

Appendix C - Excess Hours Agreement

Appendix D - CUPE Local 973 Compensation Grid: 2020, 2021, 2022

This Agreement made and entered into on day 30 of April in the year 2020, to cover January 1, 2020 to December 31, 2022.

BETWEEN

The Corporation of the County of Wellington
hereinafter referred to as the **Corporation**
of the First Part

AND

The Canadian Union of Public Employees (CUPE), and its Local 973,
hereinafter referred to as the **Union**
of the Second Part

AGREE AS FOLLOWS:

ARTICLE

1.00 PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between The Corporation and its employees in the Department of Social Services and to provide machinery for the prompt and equitable disposition of its grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and salaries for all employees who are subject to the provisions of this Agreement.

2.00 SCOPE

- 2.01 The Corporation recognizes the Union Local No. 973 as the sole and exclusive bargaining agent for all the employees of the Department of Social Services of the Corporation save and except Supervisor, persons above rank of Supervisor, persons employed for not more than 24 hours per week and students.
- 2.02 The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in this Agreement.
- 2.03 The Corporation will supply a copy of this Agreement to all existing members by posting it on The Well, the County of Wellington's intranet site. In addition, the

Corporation will email an electronic copy of the Collective Agreement to the National.

- 2.04 No employee shall be required or permitted to make written agreement with the Employer or its representatives which may conflict with the terms of this Agreement.
- 2.05 The parties agree that the Corporation's "Ontario Works Business Plan" will not be used to displace or replace any paid work of full-time employees. The Corporation agrees that "Ontario Works" clients/placements shall not be placed into any position or perform any work that is or may be covered in whole or in part by Article 2.01 of the Collective Agreement.
- 2.06 Where the Corporation wishes to use volunteers in any work covered by the Collective Agreement, their use and placement shall not displace any portion of a job of any bargaining unit employee.

3.00 MANAGEMENT FUNCTIONS

- 3.01 The Union recognizes and accepts that it is the exclusive right and function of the Corporation to administer and manage any and all of the affairs of the Social Services Department except as specifically limited by this Agreement.

4.00 NO DISCRIMINATION OR WORKPLACE HARASSMENT

- 4.01 a) The Corporation agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of his/her membership with the Union. The Corporation further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any prohibited grounds, as per the Ontario Human Rights Code.

b) The Union agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced on employees of the Corporation by any of its representatives, and further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any prohibited grounds, as per the Ontario Human Rights Code.

4.02 WORKPLACE AND SEXUAL HARASSMENT

The Corporation is committed to a Respectful Workplace, providing an environment free from all forms of harassment, discrimination and disrespectful

behaviour. The County expects and promotes respectful interactions which show regard for the rights, dignity, health and safety of all. The County will take all reasonable precautions to prevent workplace violence and to protect employees at the workplace.

Policies in relation to Articles 4.01 and 4.02 may be found on "The Well".

5.00 NO DISCRIMINATION OR COERCION

- 5.01 The Union agrees that there will be no Union activities, solicitation for membership, or collecting of dues during regular working hours, and no meeting will be held on Corporation premises, except with the permission of the Department Head or designate.
- 5.02 It is further agreed that the Corporation will notify the CUPE Vice President and Chief Steward from the County of Wellington in writing of the names, classifications and locations of all new County of Wellington employees hired into the bargaining unit.
- 5.03 All correspondence between the parties, arising out of this Agreement incidental thereto, shall pass to and from the Human Resources Director or the Employer's designate, and the CUPE Vice President and Chief Steward from the County of Wellington, through email.

6.00 RELATIONSHIP

- 6.01 The Union agrees that any employee to whom this Agreement applies may exercise his/her right to become a member of the Union or cease to be a member of the Union. However, all employees covered by this Agreement must pay dues in accordance with Clause 7.01.

7.00 MAINTENANCE OF CHECK-OFF

- 7.01 It is agreed that all employees who are eligible to be in this bargaining unit shall be required to pay union dues, whether a member of the Union or not. The Corporation will deduct the current per capita percentage on the monies earned per pay period and remit the deductions to the CUPE Local 973 Secretary Treasurer no later than the 15 day of the month and accompanied by a list showing from whom deductions were made.

- 7.02 The Union will provide a written list of the names and contact information of CUPE Local 973 Executive Members within 30 days of any change.
- 7.03 The Union agrees to give the Corporation one month's notice of any change in the current monthly dues.

8.00 UNION REPRESENTATION

- 8.01 The Corporation agrees to recognize the following representatives of the Union:
- a) A Negotiating Committee of not more than four members.
 - b) A Grievance Committee of not more than two members.
 - c) Employees will not have to report for regular duties prior to any scheduled negotiations, conciliation or arbitration meeting or hearing that occurs within three hours or less following the normally scheduled starting time.
- 8.02 The Union acknowledges that Stewards, Members of Committees, and union Officials have regular duties to perform on behalf of the Corporation. Such persons shall not absent themselves from their work without first obtaining permission from their Department Head or designate, in order to deal with grievances or to meet with representatives of the Corporation on Union business. In accordance with this understanding, the Corporation shall not make any deductions from such employees who will be paid for time lost, at straight time pay, not to exceed their regular daily hours of work.
- 8.03 The Corporation shall not be liable, however, for the pay of any member of the Union Executive or other employees represented by the Union when involved in the preparation for or attendance at Arbitration.
- 8.04 Grievances shall not be investigated or processed while any employee involved is working on overtime.
- 8.05 If a Grievance Committee Member wishes to be released to investigate a grievance, he shall first notify the Department Head or designate who shall grant such a release provided it will not cause any significant interference to the work schedule. This same procedure will be followed if the Grievance Committee requests the release of the aggrieved employee.

9.00 ASSISTANCE OF THE UNION

9.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, who may, on obtaining the permission from the Department Head or designate, have access to the Corporation premises in order to investigate or assist in the settlement of any matter arising out of this Agreement.

9.02 GRIEVANCE PROCEDURE

It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is agreed that the employee has no grievance until he has first given his immediate supervisor an opportunity of adjusting the complaint.

Grievances shall be in writing, signed by the aggrieved employee, contain the nature of the grievance, the remedy sought, the Section or Sections of the Agreement which are alleged to have been violated, and filed within five working days of the alleged grievance. Submission of grievances and replies at all steps shall be in writing and provided by email with hard-copy to follow.

9.03 STEP 1 AND STEP 2

STEP 1

The employee, assisted by a Steward, shall take the matter up with his immediate supervisor. Failing settlement at this step within two working days, then Step 2 may be invoked.

STEP 2

Failing satisfactory settlement at Step 1 the grievance shall be submitted by the Grievance Committee within three working days to the Human Resources Director who shall then convene a meeting of the Grievance Committee, the griever, the Department Head or designate, the Human Resources Director and the Chief Administrative Officer (CAO).

Failing satisfactory settlement at this step within five working days, the Grievance Committee may, but only within a period of 15 working days from the date of receipt of the reply of the Human Resources Director invoke the Arbitration provisions of this Agreement (See 12.00).

9.04 POLICY GRIEVANCES

A policy grievance arising between the Union and the Employer over the interpretation, application or alleged violation of the Collective Agreement shall commence at Step 2 within 15 working days of the alleged violation.

10.00 SUSPENSION AND DISCHARGE

- 10.01 A claim by an employee, who has completed his probationary period, that he has been suspended or discharged without just cause, shall be treated as a grievance if he has proceeded according to Clause 9.02 and if written statement of such a grievance, signed by the griever, is lodged at Step 2 with the griever's Supervisor within four working days of his meeting with his immediate Supervisor. If the matter is not resolved at this step such grievance may be settled by confirming the employer's action or by reinstating the employee, with or without full compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring parties or by the Board or Arbitration or single Arbitrator if the matter is submitted to arbitration. If either party rejects the use of a single Arbitrator then a three man Board is automatic.

If both parties agree they may request an appointment of a Grievance Settlement Officer from the Ministry of Labour to be appointed to mediate a settlement.

- 10.02 An Employee shall be accompanied by a union representative at meetings where written warnings, suspension or discharge are discussed.

A regular employee may be suspended or discharged verbally. Such suspension or discharge shall be followed by a notification, in writing, to the Union and the employee, not later than 5:00 pm of the following working day. Such letter shall constitute proper notification and shall contain the reason or reasons for such suspension or discharge.

Notice of the suspension or discharge shall be sent to the employee's last known address. Copies of this correspondence shall be forwarded to the CUPE Vice President and Chief Steward from the County of Wellington.

- 10.03 When a regular employee has been suspended or dismissed, the employee shall have the right to meet with a member of the Executive of the Local for up to 30 minutes during working hours subject to the provisions of Clause 8.02.
- 10.04 The Corporation shall notify an employee, in writing, of any expression of dissatisfaction concerning his work within ten working days of the event resulting in the complaint, with a copy to the Union. This notice shall include particulars of

the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record.

Warning, disciplinary action and expressions of dissatisfaction shall be in writing and shall be considered removed from the employee's file after 24 months from the date of issue.

10.05 It is the obligation of both parties to expedite grievances and arbitration proceedings if they are resorted to.

11.00 MANAGEMENT GRIEVANCE

11.01 It is understood by the Union that the Corporation may bring forward, at any meeting with the Grievance Committee, any complaints or grievances, within five working days of the occurrence, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, they may be referred to the Arbitration as set out in this Agreement.

Any grievance of a notice of lay-off shall be filed with the Human Resources Department and shall be heard in a meeting at Step 2 of the grievance procedure.

11.02 Where a dispute involving a question of general application of interpretation occurs or where the Union and/or the Corporation has a grievance, Step 1 may be by-passed.

11.03 INTERPRETATION – ADMINISTRATION

Notwithstanding the above, in the event of any controversy concerning the interpretation on administration of this Agreement, the Union may grieve using the same procedure as in Clause 9.02.

11.04 TIME LIMIT – EXTENSION

- a) The time limits outlined in the Grievance Procedure or any other Article, may be extended, by mutual agreement, in writing, between the parties of this Agreement.
- b) Following the receipt of the response from the Management Grievance Committee at Step 2 the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to the arbitration. The costs of any such grievance mediator shall be shared equally by the parties.

- 11.05 It is agreed that grievances that have been settled at any step to the satisfaction of the grievor(s) shall not subsequently be processed by the Union through the remaining steps of the grievance and Arbitration procedures.
- 11.06 A grievance that is not submitted to the next Step within the time limits, set out by this Agreement, shall be deemed to be settled and the disposition thereof shall be as per reply given at the preceding Step unless it was beyond his control to do so.
- 11.07 "Working day" shall mean a day other than Saturday, Sunday or a specific paid holiday.

12.00 ARBITRATION

- 12.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation of this Agreement which cannot be settled by discussion or by exhausting the Grievance procedure, shall be settled by Arbitration as defined in Section 48, Subsection 2 of the Labour Relations Act.

12.02 POWER OF ARBITRATION BOARD

The Arbitration Board shall not have any power to alter, modify, amend or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement.

- 12.03 Both parties to this Agreement hereby undertake to expedite all steps of the Arbitration Procedure when it is in their power to do so. Each of the parties to this Agreement will bear all the expenses of their appointee to the Board of Arbitration and the parties will jointly bear the expenses. If any, of the Chairman of the Board, or chairman of a one man Board.

13.00 NO STRIKES OR LOCKOUTS

- 13.01 In view of the orderly procedure established for the disposition of employee's complaints and grievances, the Corporation agrees that it will cause or direct no lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Corporation for the duration of this Agreement.

14.00 SENIORITY AND DEFINITION OF EMPLOYEES

14.01 The rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service within the bargaining unit with the Corporation.

a) REGULAR FULL TIME EMPLOYEES

A regular, full time employee is one who has satisfactorily completed his probationary period.

b) PROBATIONARY EMPLOYEES

A probationary employee is one who has not completed the probationary period, but who may be appointed to the regular staff upon the successful completion of the probation period. In calculating period normal working days will be considered as well as statutory holidays. As a probationary employee, he shall have no seniority rights and his employment may be terminated at any time, without recourse to grievance or arbitration procedures covered by this Agreement.

When a new employee is hired, he shall be on probation as follows:

Job Grade	1 – 6	Four months
Job Grade	7 – 9	Five months
Job Grade	10 – 13	Six months

Such time may be extended by mutual consent of the parties. During the probation period the probationary employee shall be subject to the terms of the Agreement except with respect to discharge.

The employer shall provide structured orientation and training to probationary employees to ensure that they are able to perform their duties in a competent manner.

c) TEMPORARY EMPLOYEES

- i. A temporary full-time employee is one who has been hired by the Corporation to work the regular number of full-time hours per week in the department for a specified time period of **30** months or less. Any temporary employee retained for more than **30** months, in the same position, shall automatically become a full-time employee unless

provisions under 14.01 c) (iii) apply. The time they have worked as a temporary employee will be counted for seniority purposes.

- ii. Temporary employees on the Corporation's payroll shall pay union dues in accordance with Article 7.01 from their date of hire.
- iii. **Extension of Periods** – It is understood that the parties to this agreement may mutually agree, in writing, on an extension of the temporary employment period.
- iv. **Temporary Employees Not to Receive Preference to Full-Time Employees** – Employees hired for temporary work will not in any way displace regular employees, nor will they be retained or granted any work or rights in preference to regular employees.
- v. **Benefits for Temporary Employees** – The following benefits will be provided as per the collective agreement:

- Extended Health Care – Article 22.01 a)
- Dental Plan – Article 22.01 b)
- Sick Leave – Article 21.00
- Bereavement Leave – Article 16.02
- Public Holidays – Article 18.00
- Hours of Work and Overtime – Article 19.00
- Classification and Wages – Article 20.00
- Mileage (Car Allowance) – Article 20.03
- Vacation – Article 17.00

Temporary employees may be terminated by either the Corporation or the employee provided that two weeks' notice is given. No other terms or benefits are applicable to temporary employees.

14.02 Continuous Service shall mean service that is not broken by an interval of more than five working days without written permission from the Department Head or designate. In the case of illness, absence may be supported by a Doctor's Certificate for any period of four consecutive working days or more.

14.03 On reporting for work, applications for benefits covered by this Agreement will be made, but entitlement will not occur until the end of the applicable waiting period in each case. If the employee is retained beyond the specified probationary period, the time he has worked will be counted for seniority purposes and the other terms of this Agreement, where applicable, will become effective from the day the employee commenced work.

14.04 Probationary employees and regular employees will be subject to all deductions imposed by Statute.

14.06 SENIORITY – PROMOTIONS AND TRANSFERS

Promotions and transfers to jobs within the bargaining unit will be based on the skill, experience, qualifications and the ability to perform the work required to the Employer's standard. Between two or more persons of approximately equal standing, based on the above factors, seniority shall govern. The Union will be advised as to pending transfers or promotions.

14.07 This clause shall not be applied in a manner inconsistent with the provisions of this Agreement.

14.08 SENIORITY APPLIED TO LAYOFFS AND RECALLS

- a) Lay-off shall be defined as a reduction in the work force. Lay-off of employees shall be made on the basis of the seniority list, provided that the employees who are entitled to remain, on the basis of seniority, are willing and fully qualified to do the work, which is available. Recalling employees who have been laid off shall be made on the basis of seniority and qualifications.
- b) **BUMPING PROCEDURE**
 - i. An employee being laid off may bump any employee below them in seniority of the same or lower classification provided that the employee bumping is willing and qualified and shows to the satisfaction of the Department Head or designate, that they can do the work, which is available without training.
 - ii. An employee being laid off wishing to bump, must notify the Department Head or designate five working days after receiving the lay-off notification of their intentions, in writing, noting the position, person and department they wish to bump.
 - iii. An interview will be arranged with the employee exercising their seniority rights and the Department Head or designate and the Union, to determine the status of the employee as soon as possible.
 - iv. If the employee is granted the bump, they will be on probation for 60 days work. The employee has up to 10 working days to determine if

the position is suitable to them. If not, they have the right to exercise their seniority rights one more time. If the second opportunity is unacceptable to the employee, they must assume the lay-off and are not eligible to bump again.

- v. If the employee is not granted the position through the bump, they have the right to continue the bumping procedure.
- vi. If, for whatever reason, the employee does not work out satisfactorily in the 60 days worked, probationary period, then they must assume the lay-off and are not eligible to bump again.

14.09 In the event of a lay-off designed to permanently reduce the work force (not seasonal lay-offs) the Corporation shall give three months' notice of such lay-offs to employees who have 10 years or more continuous service with the Corporation at the time of lay-off and two months' notice to those with five to 10 years of continuous service and one months' notice to those with one year to five years of continuous service. Employees who have completed their probation and have less than one year service will be given two weeks' notice. The Corporation will give the Union copies of all lay-off notices and shall meet with the Union to discuss the same.

14.10 No new employees will be hired until those on lay-off have been given an opportunity of re-employment subject to 14.08 a).

14.11 JOB POSTING - POSITIONS WITHIN THE BARGAINING UNIT

- a) In the event new positions are created or vacancies occur in existing positions, the Corporation will post notices of such positions or vacancies on the bulletin board and on the Well for a minimum of five working days prior to public advertisement therefore. Such notices shall contain the following information: nature of position, minimum qualifications and salary rate or range for qualified applicants.
- b) In the event new positions are created or vacancies occur in existing positions, the new positions or vacancies shall be posted prior to a new employee being selected and trained for the job. However, it is recognized that the Corporation may assign personnel to these vacancies on a temporary basis, this temporary period not to exceed **30** working days. All temporary vacancies in excess of **30** working days shall be posted in accordance with Article 14.11 a).
- c) The Employer agrees to draw up job descriptions for all positions for which the Union is a bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

- d) A successful applicant from within the bargaining unit shall be subject to a trial period of up to 60 days worked, by the end of which time, the Corporation will either confirm the employee in the new position, if his services are satisfactory, or shall return him to his former position and wage rate without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position and wage rate without loss of seniority.
- e) In case of promotion requiring higher qualifications or certification, the Corporation may give consideration to an employee who does not possess the required qualifications but who has completed at least 75% of a required course for the higher position. If promoted, the Corporation and the employee will confer at the time of promotion to agree on a reasonable time required by the employee to complete the course, in order to remain in the position, subject to the time extensions of Clause 11.04.
- f) Temporary full-time employees may apply for new positions or vacancies which are posted as per Article 14.11 a). In accordance with Article 14.01 c) (iii) and (iv), temporary employees shall be considered after applicants who are full-time employees, and candidates are to be chosen in accordance with Article 14.06.
- g) Should a vacancy under this Article result in the backfilling of more than two vacancies (including the initial vacancy), the Corporation will have the ability to simultaneously post any subsequent vacancies internally and externally. Full time employees who apply for these positions will be considered prior to other applicants.

14.12 TRANSFERS TO POSITIONS INSIDE AND OUTSIDE THE BARGAINING UNIT

- a) If an employee is, or has been, transferred to a position which is not subject to the provisions of this Agreement he shall have the option to pay union dues and continue to accrue seniority. The employee may opt out of paying unions dues, but will not accrue seniority.

The parties may extend the assignment upon review after completion of one year.

- b) Employees temporarily transferred to a higher classification shall receive the higher rate of pay after being in the higher position for three consecutive working days.
- c) Employees temporarily transferred at the request of the Corporation to a lower classification shall continue to receive their normal rate of pay.

14.13 LOSS OF SENIORITY

Seniority rights and an employee's employment shall be terminated if, the employee:

- a) Leaves or resigns on their own accord;
- b) Is absent three or more consecutive working days without permission or without providing an acceptable explanation upon return;
- c) Is discharged for cause and the discharge is not reversed through the grievance procedure;
- d) Is unable to return to work after a sickness or accident-related absence of 24 months with no likelihood of return to work in the near future;
- e) Is continuously absent as a result of lay-offs for a period in excess of 18 months;
- f) Has been laid off and failed to return within five working days after notification to do so has been sent to the employee by registered mail to the last address on record with the Corporation. It is the employee's obligation to keep the Social Services Department informed of an address to which registered mail can be received at all times.

14.14 SENIORITY LIST

A seniority list will be established for all employees, covered by this Agreement, who have completed their probationary period, based on each employee's last date of hiring. It is agreed that a revised list will be filed by January 15 and June 15 of each year with the CUPE Vice President and Chief Steward from the County of Wellington. This list will include the employee's name, classification, date of hire, and will be considered correct if not questioned within 15 days of filing.

15.00 BULLETIN BOARDS

The Corporation shall provide space on a bulletin board in the Social Services Department on which the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees and which are of a non-personal nature.

16.00 LEAVE OF ABSENCE

16.01 UNION LEAVE

- a) Leave of absence, without pay, or loss of seniority or benefits, for Union business, will be granted in accordance with clause 16.01 b) for a period not to exceed 50 working days total in any one year, provided that 10 working days' notice in writing is received prior to each absence, by his Department Head or designate. The 10 days advance notice may not be required where the requested leave is for urgent union business. The leave of absence will be subject to the staffing needs of the Department as determined by the Department Head or designate.
- b) The Corporation agrees that in the event leave of absence is granted in accordance with Clause 16.01 a) the Corporation shall continue the wages and benefits of employees granted such leave and the Union shall reimburse the Employer for all wages and benefits paid to the employee for the period of the leave of absence when the leave granted exceeds 15 calendar days. For short term leaves of 15 calendar days or less, the Corporation will bill all wages paid to the employee for the period of the leave. The Corporation is hereby freed of all responsibility to the employee in the application of this Clause. It is understood that this Clause is in the Agreement for the convenience only of the members of the Union and the employee shall sign a waiver agreeing to those provisions before leaving on such leave.

16.02 BEREAVEMENT LEAVE

- a) In the case of a death in the family of a regular employee, he shall be entitled to receive up to five consecutive working days leave of absence with pay, for the purpose of bereavement of a spouse, child, father, mother, sister, brother, step-child, step-parent, step-brother or step-sister. The five day entitlement can be used over a two week period for immediate family.
- b) Up to three days with pay due to the death of the following: father-in-law, mother-in-law or legal guardian.
- c) Up to two days leave of absence with pay due to the death of the following: grandchild and grandparents.
- d) Up to one day leave of absence with pay due to the death of the following: sister-in-law, brother-in-law, aunt, uncle, son-in-law, daughter-in-law, niece or nephew.
- e) Up to one day to attend a funeral as a pallbearer.

Under special circumstances a leave of absence may be granted under 16.05 a). Employees may elect to set aside one day of their bereavement entitlement for the purpose of attending a future memorial or burial. The parties agree that the deferred day of entitlement must be used within six months of the bereavement.

16.03 The employee shall not be entitled to the benefits of 16.02 a), b), c), d), e) if failing, upon request, to furnish the Corporation with reasonable proof of death of the family members as listed in the above Clauses. An employee who is on vacation at the time of a bereavement for which they are entitled to bereavement leave shall not have their vacation credits reduced for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date by mutual agreement between the employee and the Corporation.

An employee shall not be entitled to bereavement leave if failing, upon request, to provide the Human Resources Director with reasonable proof of death of the relative.

16.05 LEAVE OF ABSENCE – PERSONAL REASONS

- a) Leave of absence, without pay, but with no loss of seniority, will be granted to an employee for personal reasons, provided written permission is received from the Department Head or designate. Other leaves of absences for personal reasons will also be granted in accordance with the legislation.
- b) Any granted leave of absence other than those related to job improvements in agreement with the Department Head or designate without pay over 30 consecutive working days within a 12 month period shall result in a change in the employee's seniority and re-classification/increment dates. The seniority and re-classification/increment dates shall remain frozen until the employee returns to work.

c) EDUCATION LEAVE

The employer agrees that is to the mutual benefit of the Employer and the employee to improve the education standards of the workforce. Accordingly, the Employer agrees that employees with three years employment, who wish to further their education towards their career objective in the Corporation, may be permitted up to one year of education leave upon receipt of three months written notice. The employee shall be placed in the position in which they held prior to the education leave. Seniority shall be retained but not accumulate during the leave. The vacancy created by this education leave of absence shall be posted in accordance with Article 14.11 and shall be for the duration of the leave.

d) Employees to have option to pay 100% of premiums for continuation of benefits for the duration of the leave, subject to the limitations of the benefit provider.

16.06 Except under the conditions outlined in Clauses 16.02 and 16.03 no leave of absence is to be granted which would, in the opinion of the Department Head or designate, disrupt the efficient operation of the Department.

16.07 JURY DUTY

An employee, who is obliged to serve as a juror any court proceeding in which the Crown is a party, will be paid his regular rate of pay for the time served during regular working hours only, upon transferring to the Corporation the payment the employee received, exclusive of payment for travel, meals or other expenses, upon completion of his jury duty or witness service. Such employee shall present his Department Head or designate with a satisfactory certificate showing the period of such service.

Employees who are subpoenaed to court due to County-related business will receive their regular hourly rate for the regular scheduled work hours they are required to be absent, provided the employee reports to work when not required at court. Absence from work due to a subpoena relating to a personal matter will not be compensated by the County of Wellington.

16.08 PREGNANCY AND PARENTAL LEAVE

(Refer to 22.09 for Employers' Supplemental Employment (SUB) Plan Provisions)

a) Provisions as per the Employment Standards Act.

b) The position left vacant by the employee on pregnancy and/or, parental leave may be filled by:

- i. The use of temporary employees.
- ii. Dividing the work among the other members of the staff or by using such other means that the Corporation may decide.

c) **LEAVE FOR THE BIRTH OF A CHILD**

A partner shall be granted one day of paid leave of absence at the time of birth of the employee's child.

d) The employee shall return to the same worksite and hours of work.

17.00 ANNUAL VACATION

17.01 The anniversary date for vacations shall be the employees' service date and the vacation year shall be from January 1 to December 31.

Employees shall accrue vacation time on each pay period. Each pay period will accrue 1/26 of the employees' vacation entitlement. Where an employee's anniversary date falls within a pay period the vacation time accrued will be adjusted to reflect the change in vacation entitlement.

Vacation entitlement is based on the following service dates, effective January 1, 2021:

- a) Less than five years of continuous service – three weeks of vacation;
 - b) Five years of continuous service – four weeks of vacation;
 - c) 14 years of continuous service – five weeks of vacation;
 - d) 23 years of continuous service – six weeks of vacation;
 - e) Vacation enhancement of one additional day each year starting at 25 years of continuous service, to a maximum of seven weeks.
- 17.02 Vacation is earned on every pay based on the entitlements set out in Article 17.01 above.

Effective January 1, 2021, in the event that an employee is not receiving pay due to any kind of leave of absence that continues for greater than thirty (30) consecutive working days, the employee will still accumulate vacation time, but with no pay. This will remain in effect for the duration of the leave. Without limitation, this includes personal leaves, union leaves, disability leaves, and any leaves contemplated by the Employment Standards Act, 2000, Part XIV, or for any time in which a Supplemental Unemployment Benefit (SUB) Plan is payable.

Vacation may be taken subject to the customary vacation schedules and staffing needs of the Department and the decision of the Department Head or designate. In all disputes over vacations, seniority shall generally govern. Employees with more than three weeks' vacation may be granted vacation at the discretion of the Department Head or designate in more than two week blocks based on operational requirements.

Vacation schedules will be requested and approved bargaining unit wide.

Vacation requests will be submitted by February 1 for the period of April 1 to September 30. Vacation approval will be completed by February 28. Vacation requests for the period October 1 to March 31 will be submitted by August 1 and approval will be completed by August 31. Approval of vacation request will be by seniority. All other vacation requests outside of these time periods shall be submitted in writing with at least 24 hours advance notice, and will be approved on a first come, first served basis, with approval based on operational requirements.

- 17.03 A maximum of one year of accrual equivalency of your entitlement may be carried effective January 1, 2021.
- 17.04 Up to 10 days advance vacation credits may be taken at the discretion of the Department Head or designate subject to operational requirements of the Department.
- 17.05 An employee who is incapacitated due to serious illness requiring medical attention or injury and under medical treatment while on vacation shall have the vacation days so displaced either added to the vacation period or reinstated at a later date, at a time mutually agreed between the employee and his Manager. The employee must provide medical documentation from a qualified medical practitioner to the Corporation to have his vacation reinstated.

18.00 PUBLIC AND PAID HOLIDAYS

18.01 The following holidays are recognized and paid for at straight time:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Civic Holiday |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Christmas Day |
| 5. Victoria Day | 11. Boxing Day |
| 6. Canada Day | 12. Remembrance Day |

Where any of the above holidays fall on a Saturday or Sunday, an alternative day will be taken on the first Monday following.

- 18.02 In order to qualify for payment for specified statutory holidays, the employee must work the scheduled working day immediately prior to and immediately following the holiday, unless with reasonable cause, the employee was unable to fulfill this requirement.

18.03 The policy of the Corporation is that the offices shall be open until 4:30 pm on the working day immediately prior to Christmas Day and New Year's Day and this policy shall be applied equally to all members of the bargaining unit.

18.04 Effective January 1, 2021, employees who are required to work on a County of Wellington recognized Public and Paid Holiday will be compensated at two and a half times their regular rate of pay. At the discretion of the employee they may be compensated at one and a half times their regular rate of pay and one times their regular rate of pay may be used for time off at a later date. The employee must notify their supervisor in writing within the current pay period if they choose to substitute one times their regular rate of pay for time off to be used at a later date. Utilizing this time off must be approved by the supervisor.

19.00 HOURS OF WORK

19.01

- a) All regular, probationary and temporary employees, covered by this Agreement, shall work 35 hours per week at straight time, Monday through Friday, with one hour unpaid lunch period each day. The lunch hours may be set at different times by the immediate supervisor to provide continuous staffing of the office.
- b) Custodian employees shall work a regular 40 hour week, eight hours per day, Monday to Friday.
- c) A 15 minute rest period inclusive of any time taken away from the work area shall be granted to all employees at midpoint each half of their regular workday with such times at the discretion of their immediate supervisor.
- d) Children's Early Years employees shall work 35 hours per week at straight time, Monday through Saturday to meet legislated requirements.

19.02 OVERTIME

- a) The Department Head or designate may require an employee to work more than the basic day or week as outlined in Clause 19.01 (a) and (b). Overtime rates will not apply for the first 15 minutes following termination of the regular workday. Should overtime exceed 15 minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Over-time will be paid at the following overtime rates:

Monday to Saturday inclusive – time and one-half;

Statutory Holidays – double time plus the normal day's pay, except for regularly scheduled work which would be paid for at time and one-half plus the normal day's pay;

Sunday – double time

- b) Overtime for Custodians shall be at the rate of time and one-half for any hours worked after eight hours per day, 40 hours per week, and for any hours worked on a Saturday. Overtime shall be at a rate of double time for any hours worked on a Sunday.
- c) Call-in for Custodians shall be paid for a minimum of three hours at straight time. Call-in must be authorized by management.
- d) In the event that Custodians are required to work a shift other than the current day shift, they shall be paid a shift premium of \$1.00 per hour, for all shift hours.

19.03 At the option of the employee, with three days' notice to their supervisor, all overtime may be taken in equivalent time off in lieu of pay. This time off must be taken each year at a time mutually agreed upon between the employee and the Manager/Supervisor. Any remaining overtime will be paid out to the employee on the last pay of November each year.

The existing provisions of 19.03 will be in effect until December 31, 2020. Any remaining lieu time as of December 31, 2020, will be paid out on the corresponding pay date; the option of time off in lieu of overtime pay will no longer be granted effective January 1, 2021.

19.04 MEAL ALLOWANCE AND CLOTHING ALLOWANCE

- a) When an employee is required by his Department Head or designate to work three or more hours overtime, such time being continuous to the normal hours of work, he shall be entitled to the actual cost of a meal up to \$13.00 on each occasion on presentation of a receipt.

The following changes are effective the 1st of the month after ratification:

- b) Employees shall be provided safety (green patch) footwear and will be reimbursed up to \$250 by the Corporation every 12 months. If the footwear is worn out, replacement footwear can be obtained by the presentation of the worn footwear before 12 months from the date of issue.

- c) The Corporation will supply the Housing Custodians with three pairs of pants, three long sleeved shirts, three short sleeved shirts and winter parka (as needed) each year.

19.05 Standard hours of work, as outlined above, are stated only for calculation of overtime and shall not be construed as a guarantee of any minimum or maximum hours to be worked.

19.06 Overtime work and subsequent payment must be authorized by the Department Head or designate and in no case will payment be made for an overtime period of less than one-half hour per day.

19.07 When an employee is required by his Department Head or designate to work overtime which is not consecutive with the normal working hours, he shall be paid for a minimum of two hours at the appropriate overtime rate.

19.08 ON-CALL DUTY

- a) On-Call Duty means a period of time that is not a regular working period, overtime, stand by period, or call back period, during which an employee is required to respond within a reasonable time to a request for:
 - i. recall to the workplace or
 - ii. the performance of other work as required.
- b) It is understood that a return to a workplace may not be necessary in all situations.
- c) It is understood that there shall be no pyramiding of premium payments and where work is outlined in a) (i) or (ii), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.
- d) Should recall to the workplace be required, the employee is expected to return to the workplace within a reasonable time.
- e) No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.
- f) Where an on-call is not previously authorized in writing, payment as in article 7 shall only be made where the supervisor has expressly advised the employee that they are on call.
- g) All on-call time must be taken in time equivalent to eight days per annum, or pro-rated as scheduled. This time must be taken between January 1 and December 31

of each year at a time mutually agreed upon between the employee and the supervisor.

- h) The eight days per annum is based on a maximum eight week rotation for the Housing positions identified by the Director of Housing. Should this rotation increase or decrease on a regular basis, the number of equivalent days shall be increased or decreased proportionately.

20.00 CLASSIFICATION AND WAGE RATES

20.01 Attached to this Agreement and forming an integral part thereof shall be the 2020 Wage Scale (effective January 1, 2020 to December 31, 2020) setting forth wage rates and classifications. The 2021 Wage Scale (effective January 1, 2021 to December 31, 2021) and 2022 Wage Scale (effective January 1, 2022 to December 31, 2022) will be handled as follows:

- Effective January 1, 2020 – 2.00% increase
- Effective January 1, 2021 – 1.9% increase
- Effective January 1, 2022 – 1.9% increase

20.02 PAY DAYS AND PAY PERIODS

- a) All County employees are paid on a bi-weekly basis for a 14 day pay period.
- b) All new employees will be paid on the second Thursday following the end of the pay period.
- c) Pay for all employees shall be by direct deposit to a financial institution of their choice.
- d) It is the responsibility of the employee to ensure that HR payroll has up to date address and telephone number.
- e) Employees are required to notify payroll in writing if a change is required for federal and/or provincial tax deductions. A tax deduction form (TD1 and TD1ON) will have to be completed by the employee. If an employee is receiving additional tax exemptions (over the basic personal exemption), the employee is required to complete a new TD1 and TD1ON each calendar year.
- f) Employees are required to notify payroll in writing about any deduction changes indicating the date of the change.

20.03 MILEAGE

Mileage will reimburse at a kilometer (km) rate that is set each year by the Canada Revenue Agency. All mileage rates paid will adhere to the rules and regulations set by CRA to ensure compliance with the non-taxable and taxable rules of the automobile allowance.

20.04 REIMBURSEMENT OF COURSES

With reference to staff training other than training referred to in Article 23.05 and 23.06, the Corporation will pay up to 100% of the cost upon successful completion, subject to approval of the Department Head or designate.

20.05 Children's Early Years employees may submit a request to participate in professional development and/or training of which approval will be at management's discretion. Mandatory professional development and/or mandatory training will be approved and scheduled based on staffing and operational needs. Attendance at all mandatory professional development and/or mandatory training will be paid at the applicable wage rate as set out in the Agreement. Mileage will be paid for attending mandatory professional development and/or mandatory training.

20.06 The Employer will supply paid parking for all employees, as per the Corporation's parking policy.

21.00 ACCIDENT AND SICKNESS

21.01 Sick leave for full time permanent and full time temporary employees shall be handled in accordance with the Short Term Disability (STD) (Certified) and Medical Responsibility Time Policy HR4.5.

21.02 Where the Employer requires the Employee to provide a medical certificate, the Employer will reimburse Reasonable and Customary amounts, upon provision of receipt.

21.09 JOINT HEALTH AND SAFETY COMMITTEE

Under the Occupational Health and Safety Act, there is to be an Occupational Health and Safety Committee to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.

The Corporation and the Union shall develop the Terms of Reference for the Joint Health and Safety Committee.

21.10 REHABILITATION, MODIFIED DUTIES AND WORK ACCOMMODATION

The Corporation and the Union will meet to discuss a Rehabilitation, Modified Duties and Work Accommodation plan that has been developed between the employee, the

Corporation and the insurer, if the insurer is involved, that will assist the employee in returning to work. The employee may request and have the assistance of their Union representative during such discussions and/or meetings.

22.00 BENEFIT PACKAGE

22.01 The Corporation agrees to provide the following benefit plans and pay the cost of the premium of such plans to the percentage indicated. The employer has the right to change the benefits carriers at its discretion, provided the level of benefits are maintained. Please refer to benefit booklet for any details, limitations and specifications:

Extended Health Care Coverage

- a) 100% billed premium cost of Extended Health Care, no deductible prescription plan.

The following changes are effective the 1st of the month after ratification:

100% of the costs, up to a maximum of \$50 per visit and a combined maximum of \$600 per person per benefit year, for paramedical specialists outlined in the Extended Health Care coverage for CUPE Local 973 members.

The following changes are effective January 1, 2021:

Vision care: \$475 every two calendar years per covered person over age 18 and \$475 every one year per child under age 18.

The following changes are effective January 1, 2022:

Vision care: \$500 every two calendar years per covered person over age 18 and \$500 every one year per child under age 18.

Smoking Cessation reimbursement level at 100%, subject to a \$300 per lifetime maximum.

Audiologist services at reasonable and customary charges to a maximum of \$200 per calendar year with a co-insurance of 50%.

Drugs Legally Requiring a prescription – The Prescription Drug plan utilizes the Reformulary® branded drug formulary with three tiers of drugs, reimbursed at different co-insurance levels, namely 100% (Tier 1), 70% (Tier 2), and 50% (Tier 3). The Reformulary relies on the recommendations and advice of an expert

committee of doctors and pharmacists, as well as Reformulary Group staff, and updates the Reformulary on a monthly basis. Drugs must have a Drug Identification Number (DIN) to be considered for eligibility.

The following maximums apply to eligible prescription drugs:

Smoking Cessation: \$300 lifetime
Sexual Dysfunction: \$1,200 per calendar year
Fertility: \$3,000 lifetime

Dental Care Coverage

- b) 100% billed premium cost of Dental Plan #2B Ontario Dental Association (ODA), one year behind current ODA. Routine dental examinations are based on a nine month recall. Dental Plan Major Restorative rider added to Dental Plan of \$1,500.00 per year (on a 50/50 cost share basis). Orthodontics to 50% coverage to maximum of \$3,000 lifetime use.

Long Term Disability Plan

- c) 100% of billed cost of Long Term Disability Plan. Long Term Disability eligibility after 119 day elimination period of illness. 75% of monthly basic earnings at the time of disability until age 65. The LTD coverage has a monthly maximum of \$5,000 and coverage is subject to the approval of the Insurer.

Group Life Insurance and Accidental Death and Dismemberment (AD&D) Coverage

- d) All employees will be covered by the Group Life Insurance and Accidental Death and Dismemberment Plans for two times their annual basic wage up to a maximum of \$200,000 with the Corporation paying 100% of billed premium cost. For employees working past the age of 65, there is a 50% reduction of Life and AD&D coverage and this benefit will terminate at age 70 or upon retirement, whichever is earlier. All employees, who on the date of signing of this Agreement are members of the above Group Life Plan shall maintain their membership while employed by the Department.

22.02 BENEFITS WHILE WORKING PAST AGE 65

Employer agrees to provide some benefits to working employees age 65 and over, in accordance with the provisions outlined by the Corporation and by the benefits carrier. Coverage will end, on the last day of the month in which the employee reaches age 70 or the day the employee retires, whichever is earlier.

22.03 EARLY RETIREE BENEFITS

The Corporation will pay 90% percent of the premium cost for Dental Plan, Extended Health, Travel and Life Insurance (up to the annual basic wage at the time of retirement rounded up to the next one thousand dollars and to a maximum of \$100,000) for an employee voluntarily electing retirement until the end of the month the Early Retiree turns age 65, subject to the following conditions:

The retired employee is responsible for 10% of the premium cost and is sent an annual invoice for premiums, and payment will be made by pre-authorized payment automatic deduction directly from the Early Retiree's bank account on an annual basis. The Early Retiree will be responsible for paying their portion of the premium, including any retroactive premium adjustments, at the beginning of each calendar year to the County of Wellington HR Department. If the employee premium portion is not paid, eligibility for future coverage will cease and benefits will be cancelled. It is the responsibility of the retiree to ensure their billing address and banking information is correct. All CUPE Local 973 members who meet eligibility in accordance with 22.03 a), b) with a retirement effective date of December 31, 2022 or earlier, will be grandfathered whereby Early Retiree Benefits premiums will be paid 100% by The County. Those in the Early Retiree Benefit Plan as of December 31, 2022, will also be grandfathered.

- a) This programme will be extended only to employees who voluntarily elect retirement before the age of 65 and within 10 years of their normal retirement date. This is interpreted to mean that the employee is 55 years of age or older for an age 65 normal retirement date and is in receipt of a retirement pension from OMERS.
- b) The retiring employee must have a minimum of 10 years continuous employment with the Corporation at the time of retirement to be eligible for this programme.
- c) The above benefit coverage terminates in the event of death of the retired employee where death precedes the employee's 65 birthday.
- d) It will be the retired employee's responsibility to ensure that the Corporation's Human Resources Department has a correct mailing address at all times.

22.04 The agreement of the Corporation to pay the portion of the billed premium costs as shown in 22.01, 22.02 and 22.03 will be based on the rate in effect from time to time throughout the term of this Agreement whether the rate increases or decreases.

22.05 The contributions to the OMERS pension will continue to be shared equally by the Corporation and the Employee, in accordance with OMERS regulations.

22.06 If an employee fails to notify the Department Head or designate, in writing, of any change that would result in a lesser premium, the employee shall be responsible for the entire cost to the Corporation because of the employee's failure to give the proper notice.

The Corporation will accept no responsibility for a temporary loss of coverage when the employee has failed to give proper notice, in writing, of a change in status.

The Corporation agrees to pay the Corporation's share of the employee benefits for a period of three months for employees laid-off and who retain seniority rights. In the event of a lay-off longer than three months, employees so affected shall have the right to continue this coverage by paying full premium costs to the Corporation as long as they retain their seniority with the Corporation.

22.09 EMPLOYER'S SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

Full time permanent employees continuously employed by the County of Wellington for a minimum of one year of full time equivalent service qualifying for Employment Insurance (EI) benefits for pregnancy/maternity and/or parental leave are eligible for the County of Wellington SUB Plan. An employee is eligible for a maximum of up to one 26 week SUB Plan per leave. A leave qualifies as one of the following: pregnancy/maternity, pregnancy/maternity and parental, or parental.

Employees must be in receipt of EI benefits payment to be eligible for the SUB Plan. The SUB Plan will be equivalent to the difference between 75% of the gross regular weekly earnings at the County of Wellington and 55% of the gross weekly EI benefits, less any other earnings. The SUB Plan provision is for a maximum of 26 weeks. Regular weekly earnings will be determined by multiplying the regular hourly rate on the last day worked, prior to the commencement of the leave, based on the employee's normal weekly hours. EI waiting periods are included in the 26 week provision and will be reimbursed at the calculated SUB Plan amount.

The SUB Plan payment is not adjusted based on the employee's choice of EI benefits Standard Parental (55% Benefit Rate) or Extended Parental (33% Benefit Rate) options. The SUB Plan payment calculation is based on the EI 55% Benefit Rate payment or the weekly maximum, less any other earnings.

The SUB Plan payment shall commence upon receipt by the employer of the employee's EI benefits payment statement and upon the employee signing the SUB Plan Waiver. Pregnancy and parental leave will be granted in accordance with the provisions of the ESA, except where amended in the SUB Plan provision.

It is the employee's responsibility to provide the EI payment statement to the County upon receipt, in order to receive the SUB payment. The County of Wellington reserves the right to request additional EI payment statements to ensure continued eligibility for the SUB benefit as calculated. Any amount earned over and above EI benefits paid, while receiving SUB Plan payment, will be deducted dollar for dollar from the SUB Plan payment.

It is the employee's responsibility to disclose any earnings to Service Canada while in receipt of EI. It is also the responsibility of the employee to disclose to the County of Wellington any earnings, while in receipt of SUB Plan payments. If it is found that employee did not disclose earnings to the County of Wellington while in receipt of SUB Plan payments, disciplinary action may result up to and including termination of employment.

23.00 GENERAL

23.01 The Union will supply the Corporation, in writing, the names of its officers and their addresses.

23.02 The Corporation will supply the Union with the names of the Department Head or designates concerned with the operation of this Agreement.

23.04 REGIONAL GOVERNMENT OR AMALGAMATION

Should the Corporation merge, amalgamate or combine any other operations or functions with another employer, the Corporation will endeavor to arrange for the retention of seniority rights, salary and wage levels for each employee of the Corporation, who then becomes an employee of such other employer.

23.05 TECHNOLOGICAL CHANGES

- a) The Corporation agrees that if any technological change is being implemented that affects any employee's position, the employee involved will be given first opportunity for special training, if required, in order to perform said duties before the Corporation hires from outside the bargaining unit.
- b) When technological change is to be made which is designed to bring about the lay-off of a permanent employee or employees, or which will adversely affect their wage rate, the Corporation agrees to notify the Union of this change and will discuss its implication at the earliest possible date before implementation, but in any case the Corporation will endeavor to give not less than three months' notice.

23.06 WORK METHODS

In the event that the Corporation should introduce new methods or machines which require new or greater skills than one presently possessed by an affected employee under the present method of operations, on the job, or after hours training or study courses will be arranged, where practicable and where the employee shows, to the satisfaction of the Department Head or designate, that he has the capability, experience and academic background to benefit from the above training or study course, so as to be able to perform the new function in a competent manner after a reasonable training period.

The Corporation shall reimburse the designated employee only when he successfully concludes any such training or study course, for the cost of tuition and text books, but not for any time that may be spent outside the normal working hours.

24.00 DURATION

This Agreement shall be effective from January 1, 2020 to December 31, 2022, and thereafter shall be automatically renewed from year to year unless, in any year, either party gives notice, in writing, to the other party, of its desire to terminate, revise or amend this Agreement. Such notice shall be given within the period of 90 days before the expiry date of this Agreement.

25.00 JOB EVALUATION

- a) The parties agree that the Joint Pay Equity/Job Evaluation Plan and Joint Job Evaluation Maintenance Plan forms part of this Collective Agreement.
- b) The parties agree to continue completion and approval of the Joint Job Evaluation Maintenance Plan.

26.00 ALTERNATIVE WORK ARRANGEMENT PILOT PROJECT

The County of Wellington is willing to discuss potential implementation of an Alternative Work Arrangement (AWA) Pilot Project, for a one year duration from the period of January 1, 2021 until December 31, 2021. The Parties agree to meet within six months of ratification, to discuss details for an AWA Pilot Project through a Letter of Understanding. The Parties agree alternative work arrangement options will not be appropriate for all positions. This Pilot Project is not binding the County of Wellington to implement on a permanent basis. Approval of individual work arrangements are at the

discretion of the Department Head or designate and is not eligible for the Grievance Procedure 9.02.

IN WITNESS whereof, the parties hereto have executed this Collective Agreement on this day 30 of April 2020 at Guelph, Ontario.

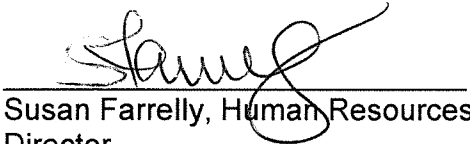
THE CORPORATION OF THE
COUNTY OF WELLINGTON



Kelly Linton, Warden

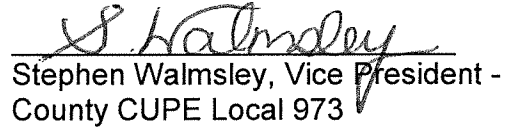


Scott Wilson, Chief Administrative
Officer

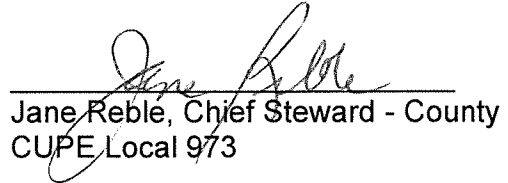


Susan Farrelly, Human Resources
Director

THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL
973



Stephen Walmsley, Vice President -
County CUPE Local 973



Jane Reble, Chief Steward - County
CUPE Local 973



Sylvia Miller, CUPE Local 973 County
Negotiating Committee