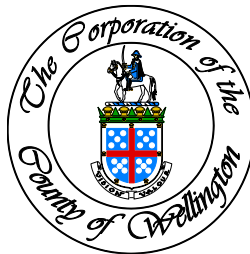


# **COLLECTIVE AGREEMENT**

**Between**

**COUNTY OF WELLINGTON**



**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL #973.01**



**January 1, 2024 – December 31, 2026**

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**Appendix A - Job Share Agreement**

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

**Appendix C - CUPE Local 973 Compensation Grid 2024**

This Agreement made and entered into on day 30 of May in the year 2024, to cover January 1, 2024 to December 31, 2026.

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. The employer agrees to allow the Union orientation for 60 minutes quarterly (January, April, July, and October) at a mutually agreeable time, during business hours.

- a) The Union shall be copied on IT notification emails sent by the Human Resources Department when a new employee is hired to bargaining unit, as well as when an employee changes a job or exits the bargaining unit.
- 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 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 their 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. This list shall include the employees' personal address, phone number(s), and email(s) as on file with Human Resources.
- 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 their 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 and Union agree to recognize the following numeric representation on both sides, with additional attendees for resource or administrative support to be agreed upon by both parties:
  - a) A Negotiating Committee of not more than four members.
  - b) A Grievance Committee of not more than three members including the grievor.
  - c) Union Representatives and participating members 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. Notification to Department Head or designate is required prior to the absence.
- 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, they 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 resolved as quickly as possible, and it is agreed that the employee has no grievance until they have first given the appropriate supervisor an opportunity to address the complaint. Complaints must be brought forward within five working days of alleged violation of the Collective Agreement. Failing settlement at this stage, the grievance procedure may be invoked.

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.

## **9.03 STEP 1 AND STEP 2**

### **STEP 1**

The employee, assisted by a Steward, shall take the matter up with the Assistant Director of Human Resources or designate, and a Director of a Social Services Division or designate. 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 seven 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 or

designate and the Chief Administrative Officer (CAO) or designate. The Human Resources Director or designate will respond in writing with the outcome of the Step 2 meeting within 10 working days.

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 their probationary period, that they have been suspended or discharged without just cause, shall be treated as a grievance if they have proceeded according to Clause 9.02 and if written statement of such a grievance, signed by the grievor, is lodged at Step 2 with the grievor's Supervisor within four working days of the meeting with their 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-person 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.

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.

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

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 their 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 their record. The employer agrees that letters of dissatisfaction do not form part of progressive discipline.

Warnings and disciplinary action 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.

11.05 It is agreed that grievances that have been settled at any step to the satisfaction of the griever(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 their control to do so.

11.07 “Working day” shall mean a day other than Saturday, Sunday, or a specific paid holiday.

11.08 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.

### **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-person 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. Where two or more employees hold the same seniority date, a tie shall be broken in a process determined by the Union.

#### **a) REGULAR FULL TIME EMPLOYEES**

A regular, full-time employee is one who has satisfactorily completed their 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, they shall have no seniority rights and their employment may be terminated at any time, without recourse to grievance or arbitration procedures covered by this Agreement.

When a new employee is hired, they 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 classified as probationary as outlined in 14.01 b) are eligible to enroll with no waiting period in the Extended Health Care and Dental Plan, if the temporary position is a minimum of 12 weeks.

Temporary employment 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 they have 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, as outlined by the job description and to the Employer's standard. Between two or more persons of approximately equal standing, based on the above factors, seniority shall govern. The Union shall 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. Lay-off notice will be provided as per Article 14.09.
- ii. 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 to perform the work. Such work will be made available with orientation and training.
- iii. When an employee being laid off receives notice of their eligibility to exercise their bumping rights, and wishes to exercise their right, they must notify the Department Head or designate within seven calendar days after receiving the lay-off notification of their intentions, in writing, noting the position, person and department they wish to bump and include a resume.
- iv. Option to exercise bumping rights will follow an individual basis by seniority. The County of Wellington reserves the right to provide notice of eligibility to exercise bumping rights to multiple employees at one time, if deemed necessary.
- v. If for any reason the County of Wellington is not able to provide notice of lay-off as outlined in Article 14.09, The County of Wellington will provide pay in-lieu of notice.
- vi. If a permanent employee being laid off has no bumping option to bump into a permanent position, the Union and the County of Wellington agree that the employee can express interest in assuming a temporary position as per 14.08 (b)(i) and will be eligible for recall rights at the end of the contract for the remaining 18-month recall period as per 14.01(c)(iv);
- vii. Hourly rate of pay will be handled in the following manner in all situations when an employee bumps into or assumes the new position:
  1. If the position the employee is bumping into is in the same pay grade as their current position, the employee will retain the same pay grade step and anniversary date.
  2. Where the employee's hourly rate is equal to or greater than the pay grade step/s of the new classification, the employee will receive the next highest step of the new classification where no pay decrease

occurs with Step 4 being the maximum and new anniversary date is established based upon the effective date of change if the step is lower than step four.

- viii. A meeting will be arranged with the employee exercising their seniority rights and the Department Head or designate and/or Human Resources and the Union, to determine the status of the employee as soon as possible.
- ix. 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.
- x. If, for whatever reason, the employee does not work out satisfactorily in the 60 days worked once the employee has bumped into the position, 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 seven calendar days prior to public advertisement. Such notices shall contain the following information: nature of position, minimum qualifications and salary rate or range for qualified applicants.

The employer shall endeavour to complete the entire interview process for internal applicants including notice in the case that they were unsuccessful, prior to the posting being posted externally.

- 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). The Union may upon mutual agreement extend this period up to a maximum of 90 working days.

- 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 their services are satisfactory, or shall return the employee to their 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 their 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 50% of the required education 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.
- h) Where an employee is returned to their previous position in accordance with article 14.11 d), the employer shall fill the resulting vacancy from the existing candidate pool.
- i) Current employees who are working in a contract position, may be required to complete the contract, prior to moving to a new position after being deemed the successful candidate.

- j) Where an employee is covering a vacancy as a result of an STD, LTD, or WSIB absence, should the position fall vacant again due to another STD, LTD or WSIB absence within eight weeks of the permanent employee returning, the employer shall grant the contract to the person who was covering originally.
- k) In the case that an employee who has been the successful incumbent in a contract position within the Local shall be deemed to have met the minimum qualifications in accordance with Article 14.11 e), and will be eligible to interview for the position when it becomes available permanently.

#### **14.12 TRANSFERS TO POSITIONS INSIDE AND OUTSIDE THE BARGAINING UNIT**

- a) Employees may accept transfers to positions outside the scope of this agreement.

In the event an employee accepts a temporary transfer outside the bargaining unit, their accumulated seniority within the bargaining unit will be frozen for the duration of time temporarily transferred. The affected Employee shall continue to pay Union dues to Local 973 during the period of time temporarily transferred out of the unit. The affected Employee shall have the right to return to the bargaining unit at any time during the period of temporary transfer. On return to the bargaining unit, a new Union seniority date will be calculated, and seniority accumulation will resume.

Such periods of time outside the bargaining unit shall be limited to 30 consecutive months. An employee who has been outside of the bargaining unit for a period greater than 30 consecutive months shall be considered to have lost their seniority in accordance with 14.13 and their position within the bargaining unit shall be posted in accordance with Article 14.11(a).

- i) A permanent employee who has not actively worked in their permanent (home) position for 30 consecutive months, because they have been working in a temporary position(s) within the bargaining unit, shall either return to their permanent (home) position or it shall be deemed they have been abandoned the position and the position shall be posted in accordance with Article 14.11(a).
  - ii) Article 14.12 a) i) shall not apply if a permanent employee has worked in the same temporary position type within the bargaining unit for more than 30 months.
- b) Employees temporarily transferred and/or assigned by their supervisor to a higher classification shall receive the higher rate of pay after being in the higher position for a minimum of one working day.

- c) Employees temporarily transferred and/or assigned at the request of the Corporation to a lower classification shall continue to receive their normal rate of pay.
- d) Employees may submit a Request for Lateral Transfer for postings that are six months or more for the same position at an alternate location. Permanent employees will be considered first over temporary employees. Permanent employees can transfer to permanent or temporary positions, and temporary employees can only transfer to temporary positions.

Lateral transfer approval process will supersede both the internal and external postings at all times and will not include an interview process. If more than one employee applies and all eligibility criteria are equal between the applicants, the transfer will be offered to the employee with the highest seniority based on the CUPE 973 seniority list.

All employees who are approved for a lateral transfer for a temporary full-time position of six months or more, will return to their regular position/location at the end of the temporary contract.

All employees who are transferred will retain all seniority, benefits, and/or approved vacation, as they had in their prior work location.

Subsequent vacancies will be filled through the Lateral Transfer Form process from this initial posting. Once the subsequent transfer(s) is complete the remaining vacant position(s) will be posted on the Well in accordance with Section 14.11 (a).

#### **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 30 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 union seniority date. It is agreed that a revised list shall be provided to the CUPE Vice President and Chief Steward from the County of Wellington quarterly, in accordance with the following schedule:

- As of December 31, to be provided by February 1;
- As of March 31, to be provided by May 1;
- As of June 30, to be provided by August 1;
- As of September 30, to be provided by November 1.

The information provided will include: the employee's name, classification, date of hire, address, phone number(s), and email(s) as on file with Human Resources. Temporary employees will be represented on the seniority list on a separate section with their union seniority date.

#### **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) Union Leave, 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 75 working days combined total for the Bargaining Unit in any one calendar year, provided that seven working days of advance notice in writing is received prior to each absence, by their Department Head or designate. The seven working days of advance notice may not be required where the

requested leave is for urgent union business. The Union Leave of absence will be subject to the staffing needs of the Department as determined by the Department Head or designate. Every request must be reasonably considered and not denied without cause.

- b) The Corporation agrees that in the event a Union Leave 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 Corporation for all wages and benefits paid to the employee for the period of the Union Leave when the leave granted exceeds 15 calendar days. For short term leaves of 15 calendar days or less, the Corporation will invoice the Union for all wages paid to the employee for the period of the Union 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, the employee 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.

16.03 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.

#### 16.04

- a) An employee shall not be entitled to bereavement leave (16.02) if they fail to furnish the Corporation with reasonable proof of death, upon request.
- b) In the event bereavement leave begins during an employee's vacation period, the employer shall return the vacation credits to the employee's vacation bank.

#### **16.05 PERSONAL LEAVES / EDUCATION LEAVES**

- a) The employer may grant a Leave of absence, without pay, for up to 18 consecutive months, to an employee for personal reasons, provided written permission is received from the Department Head or designate. On return to the bargaining unit the employee shall be placed in the position in which they held prior to the leave.
- b) Approved personal leave of absences without pay up to 30 consecutive calendar days will not result in a change in the employee's union seniority date and job step increment date.
- c) After the first 30 consecutive days of an approved personal leave of absence, the union seniority and job step increment date will be frozen until the employee returns to work, at which time a recalculation of these dates would occur, with the first 30 days of the leave being exempt, and union seniority accumulation will resume.
- d) Employees may request to continue benefits. Employees will be responsible for 100 percent of the premium cost for any approved continuation requests beyond the first 30 consecutive days. In no case will Long Term Disability benefits continue for more than six months. Benefits continuation is subject to the limitations of the benefits 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 their 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 jury duty or witness service. Such employee shall present their 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, 2023. Vacation entitlement change to be reflected on August 31 pay date and retroactive adjustment will be reflected on the September 28 pay date.:

- a) Less than five years of continuous service – three weeks of vacation to a maximum of 15 days;

- b) Five years of continuous service – four weeks of vacation to a maximum of 20 days;
- c) 12 years of continuous service – five weeks of vacation to a maximum of 25 days;
- d) 19 years of continuous service – six weeks of vacation to a maximum of 30 days;
- e) 25 years of continuous service – seven weeks of vacation to a maximum of 35 days.

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 their Manager. The employee must provide medical documentation from a qualified medical practitioner to the Corporation to have their 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 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.
- 18.03 Employees who are required to work on a County of Wellington recognized Public and Paid Holiday will be compensated at one and a half times for hours worked, plus the Public and Paid Holiday pay. At the discretion of the employee, they will be compensated at one and a half times their regular rate of pay for hours worked and the Public and Paid Holiday 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.
- 18.04 Any Public Holiday time available in the employee's entitlement bank is to be used prior to vacation time.

## 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) Home Child Care Advisor 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). The overtime premium begins accumulating upon completion of the employees regularly scheduled workday. Overtime periods will be paid by rounding up to the next 15 minute intervals. Over-time will be paid at the following overtime rates:
  - **Monday to Saturday inclusive** – time and one-half;
  - **Sunday** – double time
  - **Public and Paid Holidays** – double time for hours worked, plus the Public and Paid Holiday pay, except for regularly scheduled work which would be paid in accordance with Article 18.04.
- 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) 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 MEAL ALLOWANCE AND CLOTHING ALLOWANCE**

- a) When an employee is required by their Department Head or designate to work three or more hours overtime, such time being continuous to the normal hours of work, they shall be entitled to expense reimbursement for the actual cost of a meal up to \$20.00, effective the first month following ratification, on each occasion on presentation of a receipt.
- 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.
- d) The Corporation will provide a supply of winter toques and mitts or gloves at the Children's Early Years Centres. The Corporation will provide a \$250 annual reimbursement at a County-approved vendor for one pair of snow pants and one winter parka as needed for the Teachers each year, effective October 1, 2023.

19.04 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.

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

### **19.06 ON-CALL DUTY**

On-Call Duty means a period of time that is not a regular working period or a pre-scheduled meeting, 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.

It is understood that a return to a workplace may not be necessary in all situations.

#### **a) On-Call Duty Provisions:**

- i. On-Call Pay: Compensation that employees receive when required to be on-call.

- ii. Call-In: Employees are able to respond to on-call issues remotely.
- iii. Call-Out: Employees are required to travel to a worksite to respond to on-call issues.
- iv. Weekdays: Normal operating hours for the department, Monday to Friday inclusive.
- v. Weeknights: Hours outside of normal operating hours for the department, Monday to Friday.
- vi. Weekend: End of normal departmental operating hours Friday until beginning of departmental operating hours Monday morning.
- vii. Designated Holidays: 12:00 am to 11:59 pm (24-hour period) on those holidays designated in Article 18.00 Public and Paid Holidays.

**b) Requirements**

Designated positions will provide on-call coverage all year. Employees that are required to be on-call will ensure they:

- i. Follow departmental on-call policies and guidelines;
- ii. 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;
- iii. Call manager or designate for assistance as required;
- iv. Immediately respond to all calls that come in through the on-call system;
- v. Log all calls received in the manner provided by management;
- vi. Attempt to resolve the issue remotely;
- vii. Be available to immediately attend to the worksite as required;
- viii. In exceptional circumstances where the Employee is unable to immediately attend the worksite, the employee will inform the caller of the revised timeframe and notify their manager of the reason for the adjustment on the next business day.

**c) Compensation**

Employees who have the responsibility of being on-call after normal business hours, Monday through Friday, and Saturday, Sunday and Public and Paid Holidays as outlined in Article 18.00, will have the following compensation based on a daily period as defined by departmental needs.

The daily on-call rate is \$42.00 and is applicable to Union employees participating in the On-Call Rotation. If an employee is on-call for Public and Paid Holiday as outlined in 18.00, the daily on-call rate will be doubled accordingly (2.0x) for being on-call for the actual calendar date of that holiday.

Compensation for time worked cumulatively for call-in/call-out response after 30 minutes per day, will be paid at the overtime rate of time and a half (1.5x), or

double time (2.0x) on the actual calendar date for Public and Paid Holidays. Time worked will be rounded to the next 15-minute increment.

Should the employee be called-out, they will be paid a minimum of two hours. For subsequent call-outs during the initial call-out, the employee will not receive an additional two-hour call-out minimum but will be compensated cumulatively for time from the initial call-out at the appropriate overtime rate.

Time spent travelling to and from the appropriate work location for call-outs will not be included as worked hours. Mileage will be paid in accordance with Article 20.03.

If contact cannot be made with the employee providing on-call services or if that employee fails to respond as per departmental on-call procedures, the employee will be deemed as ineligible for on-call pay and disciplinary action may be required.

This provision will be effective the first full attendance pay period following ratification on July 31, 2023. Employees participating in the On-Call Rotation at the time of ratification on July 31, 2023, will have the option to remain in the banked-time provision or elect a one-time option to move to the paid-time provision under Article 19.08.

All unused On-Call Duty banked-time will be paid out on last pay date of each year.

## **20.00 CLASSIFICATION AND WAGE RATES**

20.01 Attached to this Agreement and forming an integral part thereof shall be the 2024 Wage Scale (effective January 1, 2024 to December 31, 2024) setting forth wage rates and classifications. The 2025 Wage Scale (effective January 1, 2025 to December 31, 2025) and 2026 Wage Scale (effective January 1, 2026 to December 31, 2026) will be handled as follows:

- 4.00% Increase – Effective January 1, 2024
- 2.75% Increase – Effective January 1, 2025
- 2.75% Increase – Effective January 1, 2026

The above rates will be retroactive to all members for time paid starting January 1, 2024, regardless of employment status at the time of ratification.

## **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.

20.07 The employer shall reimburse the cost of professional membership fees as a required qualification in the Position Description to maintain certification, or registration with the governing body, effective January 1, 2023.

## **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.

## **21.03 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.

## **21.04 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) Effective the first of the month following ratification, 100% of the eligible costs for paramedical specialists outlined in the Extended Health Care coverage for CUPE Local 973 members and outlined below.

Chiropractor/Massage Therapist: \$1400 combined per Calendar Year. No annual deductible.

Podiatrist/Chiropodist: \$700 combined per Calendar Year.

Osteopath, Naturopath, Homeopath, Speech Pathologist: \$700 per Calendar Year per Practitioner.

Physiotherapist, Occupational Therapist, Certified Athletic Therapist: \$700 combined per Calendar Year.

Licensed Psychologist, Social Worker, Psychotherapist, Marriage and Family Therapist: Combined maximum of \$1,500 per Calendar Year.

Extended Health Care Coverage for CUPE Local 973 members also includes the coverage below.

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) Effective the first of the month following ratification, 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 \$6,000 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 75 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 difference in 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 they have 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 they successfully conclude 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, 2024 to December 31, 2026, 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.

### **27.00 LABOUR RELATIONS MEETINGS**

The parties agree to hold meetings between the Corporation and the Union for the purposes of discussing labour relations matters, and that such meetings will take place regularly every two months, or as requested by either party, except for July, August, and December unless the parties mutually agree to meet.

## **28.00 DEFINITIONS**

Corporate policies may refer Full Time statuses with the following terms:

Permanent may be referred to as Regular.

Temporary may be referred to as Contract.

IN WITNESS whereof, the parties hereto have executed this Collective Agreement on this day 30 of May, 2024 at Guelph, Ontario.

THE CORPORATION OF THE  
COUNTY OF WELLINGTON



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Andy Lennox, Warden



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Scott Wilson, Chief Administrative  
Officer



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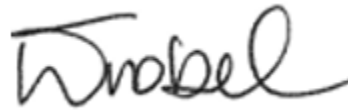
Susan Farrelly, Director of  
Human Resources



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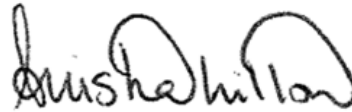
Luisa Artuso, Social Services  
Administrator

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL  
973



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Margaret Wrobel, CUPE



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Anisha Dhillon, CUPE

**Appendix A**

**Job Share Agreement**

## **JOB SHARING**

Letter of Understanding

Between

The Corporation of the County of Wellington

And

**Cupe Local 973**

### **DEFINITION**

Job sharing is a work arrangement in which two employees voluntarily share all aspects of one full-time equivalent (FTE) position. Each participant fulfils one half (1/2) of the Full-time Equivalent hours for that position on a bi-weekly basis.

### **APPLICATION**

1.

- a) A written application must be made to the appropriate Department Head by a staff member wishing to become involved in the job sharing arrangement. The request shall indicate the hours of work the employee is seeking, which can be no less than two full days per week or five half days per week.
- b) Only Full-time permanent employees in the Social Services Department, who are members of CUPE Local 973, are eligible to participate in Job Share Arrangements under this Letter of Understanding.
- c) The Department Head has the right to determine whether a job is appropriate for job sharing.
- d) The Department Head has the right to accept or reject the application using the criteria established in clause 14.06 of the Collective Agreement, referring to Seniority – Promotions and Transfers, and the demonstrated ability of the applicant to make the job share work.
- e) Upon acceptance by the Department Head of the Job Share application, the requesting employee becomes the primary holder of the position. The other half of the position for the secondary incumbent is posted, clearly indicating Job Share. Recruitment and selection of the secondary incumbent is to occur, as per the provisions of the Collective Agreement and point (d) above. If it is deemed that there is not a suitable unionized candidate for the secondary position, the original Job Share application will be rejected.

- f) When the secondary incumbent is selected, the secondary incumbent's original position is posted, as per the provisions of the Collective Agreement, for a 12-month temporary replacement.
- g) The number of job sharing arrangements in any job classification/work area is evaluated on the priorities unique to each job classification/work area. Once initial arrangements are established, further requests may be limited until the initial positions have been evaluated for a one (1) year period of time.

#### AGREEMENT

- 2. Details of the job share arrangement, including scheduling arrangements are discussed between the individuals, the Programme Director, Department Head, Director of Human Resources and the Union. Priority in scheduling is based on the needs of the clients and specific programmes to promote continuity of service, commitment to programmes and optimal customer service. The scheduling of hours for the Job Share will be at the discretion of the Department Head and Programme Director. A formal agreement for job sharing responsibilities is drawn up by the Human Resources Department and signed by the job sharers, the Programme Director, Department Head, Director of Human Resources and the Union.
- 3. The formal agreement described in #2 above outlines how job sharers are to cover Public holidays, for example, whether the holidays are to be worked as they fall or whether they are to be split equally. It is understood that the position may be scheduled off on a Public holiday similar to that of other full-time positions, depending upon the needs of the Department.

#### UNION MEMBERSHIP AND SENIORITY

- 4. Job Sharers will continue to pay union dues and will retain Seniority in the union. Job Share participants will be given a pro-rated seniority date that is calculated on actual hours worked. The seniority date will be calculated and updated each time Seniority reports are released to the Union.

#### COMPENSATION AND BENEFITS

- 5. The status of job sharers is that of a Permanent Part-time employee and, thus, the rate of pay, benefits and applicable personnel policies are the same as for Permanent Part-time employees. Each employee will receive uncertified sick leave equivalent to four days per year, as per County policy for Permanent Part-time employees. Job Sharers will be eligible for one hundred per cent (100%) coverage for the Extended Health and Dental benefits as laid out in the Collective Agreement with a cost-sharing of 70% employer and 30% employee payment for premiums. Job Sharers are ineligible for Life, LTD, AD&D and accumulated sick and vacation benefits.
- 6. At the point of time when the Job Sharers enter into the binding Job Sharing Arrangement (at the one year mark), any accumulated vacation time and sick time (in accordance with provisions in Collective Agreement), will be paid out.

7. Both members will be paid in accordance with the applicable grade on the Compensation Grid for the position, although they can be on different steps on the Grid. Grid movement will be based on seniority hours worked under the FTE provisions for the position. As members of the CUPE bargaining unit, the job sharers will be entitled to economic increases and any applicable allowances (ie. Mileage, clothing), in accordance with the Collective Agreement.
8. OMERS membership will be handled according to OMERS regulations.
9. The Job Sharers will be entitled to employer paid parking or a bus pass. In situations where both job sharers require parking, they will share a single parking space and the taxable benefit will be pro-rated.

#### EVALUATION

10. Each job sharing position is evaluated in three (3) month intervals during the first year, specifically to determine:
  - a) Any impact on the quality of client service and programmes;
  - b) Willingness of the Department Head to continue with the job sharing arrangement;
  - c) If individual staff performance has materially affected the job sharing arrangement; and
  - d) If modifications in the arrangements are required.

Each individual in the job share is evaluated on performance according to the County of Wellington's performance management guidelines.

#### TERMINATION OF JOB-SHARE AGREEMENT

11. If it is determined within the first year of the Job Share Arrangement that the Job Share is to be dissolved for any reason, at least one (1) month's notice is to be provided to all parties. The primary and secondary incumbents will resume working full-time hours in their original positions. The temporary employee hired to cover-off the secondary position will be provided with at least two (2) weeks' notice of his/her contract ending.
12. After one year of the employees entering into the Job Share arrangement, it will become a permanent work arrangement for the job sharers. Accordingly, the work arrangement is binding in that the employees cannot choose to go back to their original full-time positions. If the job sharers wished to return to a full time position after the arrangement became binding, they would be required to apply for any full-time positions, as per the County's hiring procedure and the Collective Agreement provisions. The Job share will continue, unless the arrangement is terminated by the Department Head or one of the partners leaves their position (due to transfer, resignation or termination).
13. If the Department Head determines that the job sharing arrangement is no longer of benefit to the Department, the job sharing position will be terminated. At least one (1) month's notice will be provided. The full-time equivalent position will be filled by the

primary incumbent. The Secondary incumbent will have the right to exercise the bumping procedure, as outlined in the Collective Agreement per clause 14.08. This does not preclude the formation of a new job sharing arrangement being agreed upon by the Department Head.

14. Should one of the employees participating in the job share terminate employment, the job sharing arrangement also terminates. Depending on the needs of the Department, the remaining partner may either move directly into the vacant full-time equivalent position without the position being posted or request another Job Share Arrangement through Application outlined in 1 (a) - (g) of this Letter of Understanding. If a new job sharing arrangement is agreed upon, a new formal agreement is prepared.

If through the posting process, a suitable candidate is not found, the remaining partner must take on the Full-time hours of the position. If the partner is unwilling to take on the Full-time hours, the position will be posted as a Full-time position and the remaining partner will be considered to have resigned from their position at the County of Wellington.

#### LEAVE OF ABSENCE

15. Any request by an employee who is participating in a job sharing arrangement of an unpaid leave of absence in excess of 30 continuous calendar days (the granting of which is either required or is discretionary), that is granted, shall temporarily suspend the job sharing arrangement. Depending on the needs of the Department, the remaining partner may either move directly into the vacant, temporary, full-time equivalent position without the position being posted or bring forward a new job sharing partner from the internal pool who is suitable to the Department Head. If the remaining partner covers the full-time hours, he/she maintains part-time status and benefits for the period of the approved leave of absence. If a new job sharing arrangement is agreed upon, a new, formal (but temporary) agreement is to be prepared. Upon expiry of the approved leave of absence, the job sharing arrangement is expected to resume.

#### LUNCH PERIODS AND REST BREAKS

16. If the job sharing arrangement involves the splitting of regular shifts, rest breaks and lunch periods are to be split and prorated so that the total time involved does not exceed the time available in the regular shift if it were being worked by one employee and in accordance with the Employment Standards Act.

#### OVERTIME

17. In general, job sharers are not to work more than one half of the regular hours of full-time equivalent. Overtime is not paid if one job sharer is working the other partner's hours. Over-time is considered to be hours worked by any one of the job sharers over the regular weekly hours of a full-time equivalent.

### SICK AND VACATION TIME

18. In the event of sick/vacation time, the Manager is to be contacted first by the individual to discuss the need for replacement. If replacement is deemed necessary, the job share partner is contacted first. Job sharers are expected to cover for one another during each other's illness if possible and there is no premium payment for short notice call-in.
19. Job sharers, as part-time employees, receive vacation pay appropriate to their length of continuous service as determined by the applicable Personnel Policies. They are also entitled to an equivalent number of calendar weeks away from work as unpaid vacation time to be scheduled according to departmental policy. For example, a job sharer who receives 6% vacation pay is entitled to three calendar weeks of unpaid vacation time away from work. These three calendar weeks therefore involve the hours of work the job sharer would normally work in those three calendar weeks. Job sharers are expected to cover any vacation time by their partners that exceeds three calendar weeks.

### EDUCATION AND TRAINING

20. Educational and training sessions are provided for the job-share position in the same manner as full-time positions. For example, if a session is made available once, the two individuals would be expected to ensure both receive information. Participation in Department planning and programme development is expected of the job share position in the same manner as a full-time employee.

The Parties do hereby agree to the above terms as outlined in the Letter of Understanding regarding job sharing arrangements signed by the Corporation and the Union.

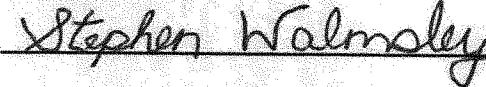
THE CORPORATION OF THE COUNTY OF WELLINGTON



Social Services Administrator



Director of Human Resources



Union Representative, CUPE Local 973

July 4/11

Date

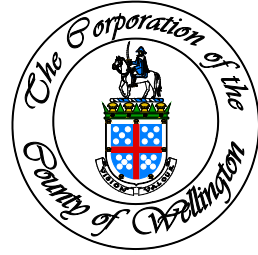
June 29, 2011

Date

24/06/2011

Date

# County of Wellington Policy and Procedure Manual



<b>Responsibility</b>	Human Resources (HR)	<b>Policy Number</b>	HR4.5
<b>Area</b>	Health and Safety	<b>Effective</b>	March 2005
<b>Subject</b>	Short Term Disability and Medical Responsibility Time	<b>Revised</b>	July 1, 2023
<b>Authority</b>	Committee and Council		

## Purpose

To define the County of Wellington's policy relating to employee absence from work due to a short term absence from work due to illness or injury.

## Definitions

- Short Term Disability (STD) means the period of time an employee is absent from work with STD pay by virtue of being sick or injured or under examination or treatment by a physician or dentist or because of an accident for which compensation is not payable under Workplace Safety and Insurance Board of Ontario (WSIB). The employee must suffer from a bona fide illness or injury which prevents useful employment.
- Medical Responsibility Time means an absence from work for which medical verification from the treating physician is not required. Available time may be used for personal and/or immediate family illness and medical appointments.
- Immediate Family means Spouse, Child, Mother, Father, Sister, Brother, Step Child, Step Parent, Step Sister, Step Brother, or a person who is dependent on the employee for care.
- Medical Certification: in order to be eligible for STD benefits an Attending Physician Statement (APS) must be completed.
- Full Time Equivalent (FTE) means equivalent to one employee working full time.

## Medical Responsibility Time

- Full time regular employees accrue Medical Responsibility Time at a rate of point five days per month, to an equivalent of six medical responsibility days per payroll year.
- Where a full time regular employee is absent for three consecutive days or less, the absence will always count as Medical Responsibility Time provided Medical Responsibility Time remains available at the time of the absence. Full time regular employees absent from work for illness or injury, for four or more consecutive days will require medical certification. Upon receipt of the medical certification, the Medical Responsibility Time will be reinstated and the absence will be treated as a STD absence.
- More than six days of accumulated medical responsibility absences within a payroll year, shall be charged as unpaid sick time. The employee can choose to have this time coded as paid vacation time, and it is the responsibility of the employee to provide notification to the manager. If the employee has no vacation time available, this will not be an option and time will remain as unpaid sick time. Wellington Terrace employees who have exceeded their annual allotment of Medical Responsibility Time, this time will be coded automatically to available Banked Stat time. If no Banked Stat time is available, it will be automatically coded to unpaid sick time.
- Part time regular employees accrue Medical Responsibility Time at a rate of four FTE days per payroll year. Contract part time regular positions with an expected duration of 12 weeks or longer will accrue Medical Responsibility Time at a rate of four FTE days per payroll year.
- Contract part time casual, part time casual and casual employees will receive Medical Responsibility Time at a rate of one FTE day per payroll year for every 1,000 seniority hours worked to a maximum of three medical responsibility days per annum. Once a casual employee has reached 1,000, 2,000 or 3,000 seniority hours, they will automatically receive one, two or three medical responsibility days respectively, each year. Qualifying employees will be determined on an annual basis as part of the year end process.

**If more than an employee's annual allotment of accumulated Medical Responsibility Time is taken within a payroll year, on the last pay of the year the negative balance will be deducted from the employee's final pay and the coding changed automatically to vacation time. If there is not an available bank, the time will be deducted from the last pay of the year, and the time coding will be reversed to unpaid sick time.**

**a) Medical Responsibility Time is non-cumulative. These non-cumulative Medical Responsibility Time shall be pro-rated for an employee starting employment in a calendar year.**

**b) All employees who have unused non-cumulative Medical Responsibility Time from the current year may carry over a maximum of two days into the following year for a maximum of two days over their regular entitlement. For example, full time regular employees are to have no more than eight days in their Medical Responsibility Time bank by the end of the year, part time regular employees are to have no more than six days, and part time casual and casual employees no more than five days in their bank.**

**If employment ends with the County before the employee has accrued enough time to remove the negative balance, this balance will be deducted from the employee's final pay.**

- The sick accruals are driven by employee attendance.

### **Contract Full Time Medical Responsibility Time**

Contract full time positions with an expected duration of 12 weeks or longer will accrue one day per full month worked for the purpose of Medical Responsibility Time. These days are cumulative, are not subject to the annual carry over maximum, and have no pay-out or cash value at the end of the contract. This includes contract full time positions of a seasonal nature.

### **Eligibility for STD Benefits**

STD benefits for full time regular employees, as per the schedule below, will commence after an absence of four days or greater, but will be payable from the first date of disability. Contract full time employees are ineligible for STD benefits.

STD benefits will be based on the entitlement bank as of the date of disability. Benefits will be payable for a period of up to 17 weeks provided satisfactory medical documentation is supplied to the Disability Management Coordinator. Length of service is based on FTE hours.

<b>Length of Service</b>	<b>100% of Salary*</b>	<b>75% of Salary*</b>
Less than three months	Zero weeks	17 weeks
Three months but less than one year	One week	16 weeks
One year but less than two years	Two weeks	15 weeks
Two years but less than three years	Three weeks	14 weeks
Three years but less than four years	Four weeks	13 weeks

Four years but less than five years	Five weeks	12 weeks
Five years but less than six years	Seven weeks	10 weeks
Six years but less than seven years	Nine weeks	Eight weeks
Seven years but less than eight years	11 weeks	Six weeks
Eight years but less than nine years	13 weeks	Four weeks
Over nine years	17 weeks	Zero weeks

**\*Gross pay, subject to deductions.**

**For each** full time regular employee with less than nine years of seniority their allotment of 100% weeks is per calendar year and as such, is automatically renewed each January 1, providing the employee is available to work full duties on that day. Once a full time regular employee has over nine years of service all approved short term disability absences will be paid at 100%.

An employee collecting STD or Long Term Disability (LTD) Benefits on January 1, will not be entitled to their new allotment of weeks until they have returned to regular work on a full time basis for a four-week duration. An approved return to work modified duties programme is not considered regular full time work for the purpose of this clause.

For employees with less than nine years of seniority the allotment of benefits at 100% of earnings will be payable only once in a 12-month period from January 1 to December 31. If an employee uses all of their 100% weeks, in any given year, any subsequent STD absences will be paid at 75% of earnings, to a maximum of 17 weeks per occurrence.

## **General Provisions**

- An APS completed by the treating physician is required for all absences due to illness or injury of four or more consecutive days and has to be submitted to the Disability Management Coordinator within 10 working days from the start of the absence. Thereafter, the Disability Management Coordinator will request medical certification as deemed necessary. If the required medical information is not provided within the time specified, STD benefits may be withheld until appropriate medical information is obtained. For an absence of less than four days, the County of Wellington reserves the right to request medical information.
- Employees are automatically required to provide medical documentation to the Disability Management Coordinator after four or more cumulative days of absence. The County of Wellington reserves the right to require satisfactory proof of illness before any STD benefits are granted.
- To be eligible and remain eligible for STD benefits the employee must be under the continuing appropriate care of a physician and not engaged in any new occupation or employment for wages, for the County of Wellington or others, except for the

purpose of rehabilitative employment as approved in writing by the County of Wellington. If an employee has a secondary position within or outside the County of Wellington, the employee is required to inform the Disability Management Coordinator to confirm the secondary employment is within the employee's functional abilities. At no time would STD benefits be payable for secondary or alternate hours worked during the employees regularly scheduled hours with the County of Wellington.

- Illnesses forecasted to last over 30 days are expected to be under the treatment of a medical professional specializing in the related discipline.
- The County of Wellington reserves the right to require Independent Medical Examinations and Functional Abilities Evaluations to clarify an employee's diagnosis, treatment or residual capacities.
- If an employee who has been on STD benefits returns to active work, and subsequently returns to a STD absence, the absence will be deemed a recurrence and the employee will continue to be paid under the STD plan for the remainder of the 17-week period, if:
  - The employee has previously received STD benefits;
  - The subsequent period of STD occurs again due to the same or related causes of the previous disability;
  - The subsequent period of STD is not separated from the preceding period by more than four weeks or less of continuous regular work. An approved return to work on a modified work plan is not considered continuous regular full time work for the purpose of this clause.
- An employee returning to work on a transitional modified work schedule will receive regular wages for hours worked and STD benefits (if applicable) for the remaining hours in the schedule of daily hours.
- The employee can be returned to their position provided it meets the medical needs and limitations of the employee's functional abilities. The County of Wellington has a duty to accommodate the functional abilities within reason and without undue hardship. An employee who refuses to return to work and does not have satisfactory medical evidence to be absent, will have their benefits terminated and the County of Wellington reserves the right to review the employee's employment.
- If after being paid STD benefits the employee receives payment from any other source of compensation for the lost time, the employee must notify the County of Wellington immediately. Based on eligibility, the amount received in excess of their regular STD provision may have to be reimbursed to the County of Wellington.
- No STD payments will be made to employee's claiming WSIB benefits. The County of Wellington will pay regular wages for the day on which the accident occurred.

- If an employee becomes totally disabled before their scheduled vacation commences, the vacation is considered cancelled and will be rescheduled. In the event an illness occurs during a vacation period, the employee may only substitute STD benefits if the employee has been hospitalized. If at the conclusion of the employee's vacation, they are not able to return to work, the regular STD policy is applied.
- Paid vacation entitlement, seniority and Medical Responsibility Time continue to accrue while in receipt of STD. During the Long Term Disability period, unpaid vacation time accrues, and Medical Responsibility Time does not accrue.
- The County of Wellington will reimburse the employee the cost for an appropriately completed medical certificate for and STD or unpaid sick leave, upon presentation of receipt. The County of Wellington does not reimburse for medical certificates needed to apply for LTD.

### **Exclusions and Limitations**

No benefit is payable for the following:

- Self-inflicted injuries;
- Committing or attempting to commit an assault or criminal offence or while serving a prison sentence;
- Surgery of a cosmetic nature (i.e. not covered under the provincial health plan);
- Failure to provide satisfactory proof of disability to the County of Wellington;
- Failure to comply with proposed treatment;
- Any period of disability that commenced while the employee was on leave of absence. When a disability begins while an employee is on a leave of absence, STD benefits will not commence until the completion of the employee's scheduled leave. An employee may not shorten a previously scheduled leave in order to qualify for STD benefits at an earlier date. In such cases the provisions of the STD Plan are applied as if the employee became disabled on the day scheduled to return to work;
- Injuries acquired through acts of war (whether war has been declared or not), participation in a riot or disorderly conduct;
- While not receiving continuous treatment for the use of drugs or alcohol when the illness results from the employee's use of these substances.

### **STD benefits will cease when the employee:**

- Returns to full time work;
- Fails to provide the required appropriate medical documentation;
- Fails to follow an appropriate medical treatment or rehabilitation programme;
- Accepts an offer of employment with any other employer or becomes self-employed;
- Is terminated or retires.

## Travel

If an employee travels within or outside of Canada, the employee assumes the risk of any required self-isolation period upon return. If self-isolation due to travel is required by the Federal or Provincial government and/or Public Health, employees are required to use vacation or unpaid time for the duration of any self-isolation period.

Any required self-isolation for County employees who live with someone returning from travel within or outside of Canada, will be guided by Federal or Provincial Government and/or Public Health requirements. Attendance coding for this situation will be reviewed on a case-by-case basis, subject to the approval of the Department Head.

## Responsibilities

The employee has the responsibility to:

- Communicate their absence as early as possible to their manager, according to the individual department policy, to advise the expected duration of the absence. The employee is not required to divulge a diagnosis or any details of their illness to the department head, unless they choose to do so. If the employee is too ill to phone, it is expected that someone is to make the call on their behalf.
- Supply written medical certification of inability to work, if the absence is forecasted to last four or more consecutive days. This information is to be provided on the APS. Medical information is forwarded directly, within 10 working days of the date of disability to the Disability Management Coordinator. **All information reviewed by the Disability Management Coordinator is kept strictly confidential.**
- Communicate on a regular basis with their manager and/or the Disability Management Coordinator and provide requested documents in a timely manner, thus enabling the County of Wellington to monitor and manage the absence.
- Comply with the possibility of having to be examined by a specialist of the County of Wellington's choice in the case where more information is required.
- Participate in a return to modified work and/or schedule, and be open to discuss with the manager and the Disability Management Coordinator, the type and availability of suitable accommodation for their medical condition.
- Report any injury occurring on the job to their manager immediately and if required, seek medical attention as soon as possible.

**The manager has the responsibility to:**

- Find out the expected length of the absence, upon receiving the notice from the employee.
- Ensure accurate time entry for all attendance coding and that time taken is within available entitlements.
- Inform the Disability Management Coordinator if the absence is expected to last more than four days. Provide the employee with the APS or notify the Disability Management Coordinator to provide it.
- Participate in the development of the return-to-work plan, and offer modified work and/or schedule when appropriate (as per Modified Work Policy).
- Inform and educate co-workers prior to any employee's return to work in order to communicate the return-to-work plan.

**Human Resources has the responsibility to:**

- Ensure that all employees are aware of the STD and Medical Responsibility Time Policy, and of their responsibilities relative to the policy.
- Ensure that a proactive management process exists to monitor absences due to illness/injury.
- Advise the Disability Management Coordinator of any relevant details from the workplace that may impact on the diagnosis, treatment or reintegration to work for the employee.
- Maintain regular communication with the Disability Management Coordinator during the course of a disability as necessary to monitor and manage the absence while respecting the employee's confidentiality of personal information.
- Manage the employee's pension and benefits during this process.

**The Disability Management Coordinator has the responsibility to:**

- Adjudicate claims based on the information received on the APS.
- Subject to proper medical evidence, will issue a decision regarding the payment of STD benefits.
- Communicate with attending physician when necessary.
- Communicate with the employee if the absence is forecasted for an extended period of time or if clarification is needed to adjudicate the claim.
- Discuss with the employee's Manager, and department head or designate where necessary, any possibility of return to work with modified work and/or schedule.

- Provide early assistance and orientation for care and treatment that is appropriate for the employee's condition.
- Establish guidelines for a timely return to work.
- Advise if the absence will extend beyond the waiting period for LTD and provide to the LTD carrier the complete documentation including the collected medical data during the short term intervention.

## **Procedure**

- When an employee is unable to report for work because of injury or illness, they shall notify their manager as soon as possible to allow for shift replacements as required.
- The employee will provide an APS signed by a qualified medical practitioner within the required timelines.
- When an injury occurs while at work, the manager should ensure that the employee receives the appropriate medical treatment and notifies the Disability Management Coordinator. The manager will complete an injury report, investigate the accident and forward the report to the Disability Management Coordinator within 24 hours for completion of the WSIB Form 7.
- When indicated, the manager or Disability Management Coordinator will supply the treating physician with the employee's job description and/or physical demands analysis.
- The employee is responsible to ensure the treating physician completes the County of Wellington APS or WSIB Functional Capacities Evaluation Form, indicating the functional capacities and expected duration of the impairment.
- The employee will return the APS or the WSIB Functional Capacities Evaluation Form to the Disability Management Coordinator as soon as possible after the appointment with the treating physician.
- If necessary, the Disability Management Coordinator will contact the employee to discuss the present medical condition, elaborate a course of action and review return to work opportunities.
- When the functional capacities allow for a return to work, the Disability Management Coordinator will discuss the return to work plan with the employee, the attending physician and the manager.
- The Disability Management will follow-up with the employee and the manager for the duration of the return-to-work plan.
- If the employee is not back to full time work before the end of the elimination period for LTD, the Disability Management Coordinator will initiate the LTD claim six to

eight weeks prior to the LTD eligibility.

**Exceptions**

All exceptions to this policy must receive the prior written approval of the Chief Administration Officer or designate.

County of Wellington CUPE Local 973 Compensation Grid 2025						
Includes 2.75% Economic Adjustment Effective January 1, 2025						
Title	Pay Grade	Position	Hourly Rate/Annual Salary for FTE			
			Start	Step 2	Step 3	Step 4
			0 Months	6 Months	18 Months	30 Months
	13		\$84,648.20	\$89,107.20	\$93,802.80	\$98,698.60
Life Skills Worker		LSWR	\$46.51	\$48.96	\$51.54	\$54.23
Housing Community Support Worker		HCSW				
	12		\$80,134.60	\$84,302.40	\$88,706.80	\$93,384.20
Resiliency Lead Trainer		RLT	\$44.03	\$46.32	\$48.74	\$51.31
Tenant Services Housing Coordinator		TSHC				
	11		\$76,986.00	\$81,044.60	\$85,303.40	\$89,762.40
Programme Integrity and Support Worker		PISW	\$42.30	\$44.53	\$46.87	\$49.32
Programme Capital Coordinator		PCC				
Trainer		TR				
Children's Early Years Research Analyst		CEYRA				
Housing Planning and Policy Analyst		HA				
Social Planning and Policy Analyst		SPPA				
Capital Works Coordinator		CWC				
Eligibility Review Officer		ELRO				
Housing Stability Coordinator		HSCORD				
Special Services Caseworker		SSCW				
Case Presenting Officer		CPO				
	10		\$75,220.60	\$79,151.80	\$83,283.20	\$87,669.40
Children's Early Years Data Analyst		CEYDA	\$41.33	\$43.49	\$45.76	\$48.17
Quality Child Care Visitor		QCCV				
Maintenance Coordinator		MAICO				
Children's Early Years Pedagogical Leader		CEYPL				
Caseworker		CSWR				
Service Continuity Caseworker		SCC				
Housing Stability Caseworker		HSCASE				
Resource Consultant		RCO				
Student and Youth Caseworker		SYC				
Children's Services Planning Coordinator		CSPC				
Children's Early Years Funding Analyst		CEYFA				
Newcomer Caseworker		NEWC				
Housing Services Data Analyst		HSDA				
Housing Programme Advisor		HPA				
	9		\$73,382.40	\$77,240.80	\$81,317.60	\$85,558.20
Home Child Care Advisor		HCCA	\$40.32	\$42.44	\$44.68	\$47.01
Applicant Services Coordinator		ASC				
Senior Accounting Clerk		SRAC				
Settlement Worker		SAW				
Multi-Lingual Settlement Worker		MLAW				
	8		\$64,100.40	\$67,467.40	\$70,998.20	\$74,765.60
Teacher		TEA	\$35.22	\$37.07	\$39.01	\$41.08
Teacher Float		TEA				
Child Care Subsidy Worker		CCSW				
	7		\$62,189.40	\$65,429.00	\$68,832.40	\$72,508.80
Works Control Clerk		WCC	\$34.17	\$35.95	\$37.82	\$39.84
Programme Support Worker		PSW				
	6		\$60,223.80	\$63,372.40	\$66,703.00	\$70,215.60
Social Services Navigator		SSN	\$33.09	\$34.82	\$36.65	\$38.58
	5		\$57,239.00	\$60,296.60	\$63,463.40	\$66,794.00
Programme Accounting Coordinator		PACR	\$31.45	\$33.13	\$34.87	\$36.70
Custodian**		CUST				
Tenant Services Clerk		TSCH				
	4		\$54,381.60	\$57,202.60	\$60,260.20	\$63,390.60
Housing Services Clerk		HSCK	\$29.88	\$31.43	\$33.11	\$34.83
Children's Early Years Clerk		CEYC				
Junior Accounting Clerk		JRAC				
Cook		COOKS				
	3		\$52,525.20	\$55,291.60	\$58,221.80	\$61,224.80
Child Care Intake and Reception Worker		CCIR	\$28.86	\$30.38	\$31.99	\$33.64
Ontario Works Receptionist		RECOW				
Reception and Office Support Clerk - Fergus		ROSC				
	2		\$48,539.40	\$51,087.40	\$53,744.60	\$56,583.80
OW Cost Recovery Clerk		CRC	\$26.67	\$28.07	\$29.53	\$31.09
Housing Stability Clerk		HSCLRK				
Ontario Works Clerk		OWC				
	1		\$45,536.40	\$47,902.40	\$50,395.80	\$53,089.40
Vacant			\$25.02	\$26.32	\$27.69	\$29.17
**WORKS 2080 HOURS PER ANNUM - 40 HOURS PER WEEK.						